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

Title: **Hawthorne Cedar Knolls Union Free School District and Hawthorne-Cedar Knolls Union Free School District Maintenance Association (2001)**

Employer Name: **Hawthorne Cedar Knolls Union Free School District**

Union: **Hawthorne Cedar Knolls Union Free School District Maintenance Association**

Local:

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(10/25/01)

SD/BC

**5229\_06302004**

Hawthorne-Cedar Knolls Ufsd And  
Hawthorne-Cedar Knolls Maint Assn

**AGREEMENT**  
**BETWEEN THE**  
**BOARD OF EDUCATION OF THE HAWTHORNE CEDAR KNOLLS**  
**UNION FREE SCHOOL DISTRICT**  
**AND**  
**HAWTHORNE CEDAR KNOLLS UFSD MAINTENANCE ASSOCIATION**

**THIS CONTRACT SHALL BE FOR THE PERIOD**

**JULY 1, 2001 TO JUNE 30, 2004**

**RECEIVED**

**AUG 13 2002**

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

12

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**SALARY SCHEDULE - JULY 1, 2001 TO JUNE 30, 2004**

**2001-02**

**3.25%**

<b>STEP</b>	<b>A HANDYMAN, UNSKILLED, CLEANER, CUSTODIAL WORKER, CUSTODIAL WORKER/BUS DRIVER</b>	<b>B MAINTENANCE MAN</b>	<b>C BUS DRIVER</b>	<b>D SKILLED</b>	<b>E SUPT. BUILDINGS</b>
1	\$22,397	\$24,511	\$25,693	\$33,041	\$42,161
2	\$23,447	\$25,560	\$26,746	\$34,460	\$43,682
3	\$24,490	\$26,610	\$27,799	\$35,895	\$45,201
4	\$25,536	\$27,661	\$28,845	\$37,311	\$46,690
5	\$26,581	\$28,707	\$29,897	\$38,476	\$48,245
6	\$27,621	\$29,880	\$30,948	\$40,160	\$49,758
7	\$28,667	\$31,410	\$31,713	\$41,591	\$51,284
8	\$31,319	\$33,431	\$34,369	\$44,624	\$54,409
9	\$32,570	\$35,081	\$35,746	\$46,408	\$56,587
10	\$33,875	\$36,482	\$37,170	\$48,263	\$58,850
11	\$35,229	\$37,926	\$38,655	\$50,191	\$61,196

**2002-03**

**3.50%**

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
1	\$23,181	\$25,369	\$26,592	\$34,197	\$43,637
2	\$24,268	\$26,455	\$27,682	\$35,666	\$45,211
3	\$25,347	\$27,541	\$28,772	\$37,151	\$46,783
4	\$26,430	\$28,629	\$29,855	\$38,617	\$48,324
5	\$27,511	\$29,712	\$30,943	\$39,823	\$49,934
6	\$28,588	\$30,926	\$32,031	\$41,566	\$51,500
7	\$29,670	\$32,509	\$32,823	\$43,047	\$53,079
8	\$32,415	\$34,601	\$35,572	\$46,186	\$56,313
9	\$33,710	\$36,309	\$36,997	\$48,032	\$58,568
10	\$35,061	\$37,759	\$38,471	\$49,952	\$60,910
11	\$36,462	\$39,253	\$40,008	\$51,948	\$63,338

**2003-04**

**3.75%**

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
1	\$24,050	\$26,320	\$27,589	\$35,480	\$45,273
2	\$25,178	\$27,447	\$28,720	\$37,004	\$46,906
3	\$26,298	\$28,574	\$29,851	\$38,544	\$48,537
4	\$27,421	\$29,703	\$30,974	\$40,065	\$50,136
5	\$28,543	\$30,826	\$32,104	\$41,316	\$51,806
6	\$29,660	\$32,086	\$33,232	\$43,124	\$53,431
7	\$30,783	\$33,728	\$34,054	\$44,661	\$55,069
8	\$33,631	\$35,899	\$36,906	\$47,918	\$58,425
9	\$34,974	\$37,670	\$38,385	\$49,833	\$60,764
10	\$36,375	\$39,175	\$39,914	\$51,825	\$63,194
11	\$37,829	\$40,725	\$41,508	\$53,896	\$65,713

### PREAMBLE

The Hawthorne Cedar Knolls Union Free School District Maintenance Association (hereafter called "Bargaining Unit") recognized by the Board of Education of Hawthorne Cedar Knolls Union Free School District (hereafter called the "Board") as the exclusive bargaining agent of all maintenance men and Bus Drivers, in seeking to establish employment conditions for its members, set in a fair and legally binding agreement to both parties; requests the "Board" to recognize, agree to, and guarantee the following "Maintenance Staff Personnel Practices."

### STATEMENT OF RECOGNITION

The Bargaining Unit is recognized as the exclusive bargaining agent of the regular maintenance men and bus drivers of the District, exclusive of supervisors and substitutes for the period July 1, 1995 to June 30, 1999.

### STRIKES AND PUBLIC PRESSURE

The Bargaining Unit and the Board recognize that strikes by the Bargaining Unit are contrary to law and public policy. The Bargaining Unit and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Bargaining Unit agrees that it will not strike, conduct a slow-down, or work stoppage against the Board, or assist or participate in any strike, or impose an obligation upon its members to conduct, assist or participate in any strike, slow-down, or work stoppage.

### FAIR PRACTICES

The Bargaining Unit agrees to maintain its eligibility to represent the Maintenance Staff by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin or sex and to represent equally all members of the Bargaining Unit. The Board and its administrative personnel agree to continue their policy of not discriminating against any employee on the basis of race, creed, color, national origin, or sex.

In recognition of the Bargaining Unit's status as a collective representative, the Board and Superintendent agree to inform all applicants for jobs covered by this agreement of the status of the Bargaining Unit, provide such applicants with a copy of this agreement, inform them of their right to consult with representatives of the Bargaining Unit and provide them with the names of the Bargaining Unit representatives.

### CONDITIONS OF EMPLOYMENT

1. New employees shall be appointed on a 26-week probationary basis, after which they shall automatically receive the full protection of the Civil Service Law. The "probationary employee's" evaluation (by his/her supervisor) shall be concluded before the expiration of the 26<sup>th</sup> week.
2. Prior credit for salary purposes for new employee's experience, education, and/or training (in regard to the position he/she is applying for) may be given at the discretion of the Board when satisfactorily evaluated by the Superintendent of Schools. The maximum credit which may be allowed is three year.

### 3. WORKING HOURS REGULAR WORK WEEK

The work day shall consist of seven and  $\frac{3}{4}$  working hours, exclusive of lunch period, and totaling  $38\frac{3}{4}$  hours, within a work week (Monday thru Friday) which is also to be the basis for computation of "straight" (or regular) pay. Time and one-half shall be paid for all hours in excess of 40 hours. If the standard hours for any week are less than 40 due to a holiday (i.e. 32) the lesser hours shall apply. All emergency overtime work shall be at time and one-half. If an emergency day is called, and members are required to work, members shall be paid straight time for all time worked in addition to their regular pay for that day.

Lunch period, exclusive of working hours, shall be three-fourths ( $\frac{3}{4}$ ) hour, and the total, standard, in service time, including lunch shall be from 7:30 A.M. until 4:00 P.M., except those assigned to night shift shall be from 3:00 p.m. to 11:00 p.m.

During July and August on each Friday, the work schedule shall be reduced by one hour.

The time of lunch period, and standard in service time, could however, be set for/and between other hours concerning an individual employee, if either the interest of school operations warrant it, or if an individual employee (under extenuating circumstances) request such change, and if it is feasible to do so without undue complications in school operations. The latter determination is within the discretion of the Superintendent of Schools.

All Bargaining Unit personnel shall be classified, as Civil Service Regulations require.

### SALARY

Salaries shall be paid by check on the 15<sup>th</sup> of every month during the school year or the working day closest thereto, and the last school day of each month, and shall be computed on the basis of a 12-month work year. The anniversary date for salary increment is July 1<sup>st</sup>. Maintenance personnel employed after July 1 shall receive a proportion of the regular increment to the following July 1. This shall be computed by taking the fractional part of the number of months worked of the total number of months in the school year (12), multiplied by the increment.

Per Diem: The per diem rate of pay shall be computed by taking  $\frac{1}{260}$  of the contract salary for each day.

### BENEFITS OF EMPLOYMENT

#### 1. Personal Leave-Paid

Each employee shall be credited with 25 days leave at the beginning of each school year. Said days are to be used only for matters essential to the welfare of the employee, and/or which cannot be dealt with or scheduled during non-working hours. Although the Superintendent of Schools may inquire as to the general reason (i.e. medical, legal, etc.) for the requested day, he will continue to respect the integrity of the staff. Unused days may be accumulated up to a maximum of 285 days. Persons working less than 25 hours per week shall not be entitled to paid vacation or sick or personal leave.

Payment for Unused Sick Leave at Retirement:

Upon retirement, any employee with at least 10 years of service in the District and who immediately accesses the Employees' Retirement System, shall receive \$65 for each day of unused sick leave up to and including 250 days, and \$70 for each additional day of unused sick leave up to a maximum of 285 days.

If requested, 1/3 of the accumulated leave bank may be converted to dollars (as indicated above in each of the three years prior to retirement, and include din each year's salary).

Should severe illness occur that requires the need for leave days, the worker may reverse his/her decision and have the balance of the days left in the bank reverted to days rather than dollars.

In the event that members of the bargaining unit pass away while actively employed by the district, their accumulated leave day bank will be paid to their next of kin or estate.

2. Treatment of Leave Day Accumulated In Excess of 285

Any bargaining unit member who has accumulated 285 leave days is eligible for the following benefit. If, at the end of the fiscal year, none of the 25 credited leave days has been used (that is, there has been no loss of time for the employee), a payment of \$100 per day (i.e. \$2,500) will be paid to the employee. If less than 25 days have been accumulated (that is, some time has been lost) a payment of \$50 per day will be paid to the employee.

3. Bereavement Leave

A maintenance worker may take up to four days during the year for a death in the immediate family. "Immediate Family" is defined as spouse, child, parent, sibling, grandparents, mother-in-law or father-in-law. Up to one (1) day per year may be taken for bereavement for other family members not listed above.

4. Court Attendance with Full Pay

Time off with full regular pay shall be given to employee when ordered/and/or subpoenaed to appear in court of law for jury duty or as a witness, up to a maximum of two weeks. Time off for these reasons are independent of, and cannot be deducted from employee's vacation, sick leave, personal leave, etc. Any compensation received from jury duty shall be remitted to the School District.

5. Benefits

The Board will provide 100% of the cost of health insurance, disability insurance and life insurance.

A. All unit members are eligible for F.M.L.A. benefits (limited unpaid leave). Call personnel office for details.

B. For the term of this agreement, the District will pay 100% of the cost of medical insurance coverage under the policy presently in effect, for each employee who retires on or after July 1, 1995 and for the employee's eligible dependents. This provision applies only to an employee who retires immediately upon leaving the services of the District, and only while employee is actually retired and receiving retirement benefits from the

New York State Employees' Retirement System. The District agrees to reimburse all retirees and their spouses the premium pay for Medicare Part B, when enrolled in the district primary health insurance plan. The District shall have no obligation to provide or pay for coverage for the retiree's dependents beyond the lifetime of the retiree.

C. **Uniform Allowance:** A uniform allowance shall be provided for all full time employees; Effective July 1, 2001 \$500 per year; Effective July 1, 2003 \$550.00. All employees will be required to wear a clean, non-worn (no wear or holes showing) uniform shirt at all times while working. These shirts will be either Style 1160 (short sleeve) or style 613 (long sleeve) as shown in the Wear Guard Supplier Book. All shirts will bear monogram lettering HCK STAFF style as agreed upon.

## 6. WELFARE FUND

A. Effective September 1, 1995, a Benefit Fund shall be established for the exclusive purpose of providing various insurance benefits for members of the bargaining unit.

B. For 1995-1999, the School District shall contribute to the Benefit Fund \$700 for each employee on the payroll of the School District as of September 30 in each of the four years.

## 7. PERSONAL PROPERTY

A. The District agrees to establish a Loss Reimbursement Fund in which employees of the District will be eligible to participate. The sole purpose of the Fund will be to reimburse participating District personnel for damage to their personal property that occurs on School Grounds between September 1 and June 30 of each school year as the result of action by a student.

B. An employee may participate in the fund by executing, on or before September 1 of each school year, a written authorization instructing the District to deduct \$1 from the employee's salary each month, to be deposited in the Fund. The District will contribute \$1 to the Fund for each dollar contributed by an employee.

C. The Fund shall be administered by the District and will be held in a separate interest-bearing account. Within 60 days of the conclusion of each school year, the District will provide an accounting of all contributions to and expenditures by the Fund during the preceding year.

D. Claims for reimbursement from the Fund must be submitted in writing by the participating employee to the Superintendent of Schools within 15 days of the date on which the property damage occurred. Claims must detail the nature, cause, and time and place of the damage; the name(s) of witness(es) to the damage; the name(s) of the student(s) who caused the damage; proof of loss; and a statement as to what portion, if any of the loss was, or will be, reimbursed by private insurance. Reimbursement will be paid only for property damage that occurs between September 1 and June 30; only in cases where there is proof (consisting of eyewitness observation or admission by the student), satisfactory to the Superintendent, that the damage occurred on school grounds and was caused by a student; and only for losses not reimbursed by insurance. The Superintendent, in his sole discretion, shall determine whether a claim is eligible for reimbursement from the Fund.



E. Claims approved by the Superintendent for reimbursement shall be held until June 30 of each school year. In order to be eligible for reimbursement by the Fund at the end of the school year, an employee must have participated in the Fund for that entire school year and have contributed to the Fund during each month of that school year. As soon after June 30 as is practicable, the Disbursement Committee shall meet to determine the total amount of all approved, eligible claims against the Fund from the preceding school year, and the total amount of the Fund. If the amount in the Fund exceeds the total of all approved, eligible claims against the Fund, the Superintendent will cause all such claims to be paid in full. If the total amount of all approved, eligible claims against the Fund exceeds the amount in the Fund, the Superintendent will cause a percentage of each claim to be paid. The percentage shall be determined by multiplying the amount of each claim by a fraction, the numerator of which is the amount of the Fund on June 30, and the denominator of which is the total of all approved claims against the Fund. The pro-rata payment of a claim pursuant to this paragraph shall fully extinguish the claim. The Disbursement Committee shall consist of the Superintendent of Schools, the Assistant Superintendent/Finance, and the President of the Teachers Union (or his designee).

F. In the event that monies remain in the Fund after all approved, eligible claims against the Fund have been paid in accordance with the previous paragraph, such monies shall be held in the Fund for reimbursement of losses due to property damage, pursuant to this Paragraph B, in future years. However, unpaid claims may not be carried over from year to year, and claims for damage occurring during one school year may not be submitted to the Fund for reimbursement during a subsequent school year.

G. In the event that operation of or contribution to the Fund is terminated for any reason, monies in the Fund shall not revert to the District or to participating employees. Such monies shall continue to be held by the District in a separate interest-bearing account and shall be distributed solely for the purposes and pursuant to the procedures set forth in this Paragraph B, until the monies are exhausted. During this period, the employees eligible for reimbursement by the Fund shall be only those who were participating in the Fund as of the date on which operation of or contribution to the Fund was terminated.

H. This Paragraph B shall be effective September 1, 1995, provided that at least 50 employees of the District elect to participate in the Fund. If fewer than 50 employees elect to participate, this Paragraph B shall not be implemented.

#### 7. PENSION PLAN

Employees who are full time must join the New York State Employees' Retirement System. Employees who are less than full time may become members of the New York State Employees' Retirement System.

#### CIVIL SERVICE

All maintenance personnel, in the competitive class of Civil Service, must apply for necessary examinations within one year of their employment.

PAID ANNUAL HOLIDAYS  
SEE ATTACHMENT

\*Rosh Hashanna  
\*Independence Day  
Labor Day  
\*Yom Kippur  
Columbus Day  
Election Day  
\*Veteran's Day  
Thanksgiving Day and Day After  
\*Christmas Day and Day After  
\*New Year's Eve and New Year's Day and Day After  
Washington's Birthday  
Good Friday  
Memorial Day  
Martin Luther King Day.  
\*Days Subject to change if fall on weekends or during vacation period.

All holidays that occur when school is open may be paid by the district at a per diem 1/260 salary.

OVERTIME WORK

Pay for overtime to be computed as follows: Straight Time Pay for hours between 38 ¼ and 40 time and one-half after and above 40 hours and on weekends. This applies when the work week is five (5) days. If regular week, due to holiday is four days, then this is 32 hours, with extra straight pay after 31 hours. All employees shall make themselves available for emergency overtime work when needed, ahead of regular family and/or social functions, for which in return the "Board" shall distribute, evenly and without favoritism or discrimination, all non-emergency overtime work, if and when called for. All emergency overtime work shall be paid at time and one-half, this is an exception to the above rule.

Paid Vacation and Leave of Absence

All vacation will be credited on July 1<sup>st</sup> each year. Vacations shall be based on the following schedule:

1. In the first year, vacation is earned at one day per month to a total of 10 days maximum.

*Example: Hired December 1, 1999. On July 1, 2000, credit with seven (7) vacation days to be taken between July 1, 2000 and June 30, 2001.*

*After one year, works continuously and is credited with 15 days on July 1, 2001, to be taken between July 1, 2001 and June 30, 2001.*

*On July 1, 2003 credit with 20 days for the 2003-2004 school year.*

Vacations must be taken during summer recess (July-August) of the current year when school is closed. Any Employee wishing to take his/her vacation any other time may do so only at the discretion of, and with permission by the Superintendent of Schools. Request for such permission, in writing and endorsed by the maintenance supervisor, shall be submitted no later than September 1 of each year to the Superintendent of

Schools. *Persons working less than 25 hours per week shall not be entitled to paid vacations or sick and personal leave. Up to five (5) vacation days may be sold back to the school district at the employee's daily rate of pay or five (5) days may be carried over to the following year. Vacation may be taken at any time during the year with the approval of the Superintendent of Schools.*

#### Staff Development

The Superintendent of Schools may, with prior written approval by him, allow unit members to take job related courses that will be paid for by the district. The Superintendent's decision to approve or disapprove a course is not subject to arbitration.

### GRIEVANCE PROCEDURES

#### 1. OBJECTIVE

It is the objective of the procedures to encourage the prompt and informal resolution of dissatisfaction as it arises before recourse to the employment of formal grievance procedure. For this reason, it is recognized that many complaints can be resolved informally in a mutually satisfactory way and that it is in the best interests of both parties to work towards that end.

#### 2. DEFINITIONS

A "Grievance" is a dispute concerning the interpretation, or application, or alleged breach of the terms and conditions of this agreement provided, however, that such term shall not include any claim concerning disciplinary proceedings or any other matters which are otherwise reviewable by law, or any rule or regulation having the force and effect of law, or any claim as to which the "Board" is without authority to act. A "day" is a school day (work day). A "Grievant" is a regular employee, or employees, covered by this agreement, directly concerned with or affected by the grievance.

#### 3. FIRST STEP

A grievant may, whether orally or in writing, present a grievance to his immediate supervisor, and to the representative of the Bargaining Unit within 15 days following the act which is the basis for his/her complaint. The supervisor shall discuss the grievance with the grievant and the representative of the "Bargaining Unit", investigate the matter and attempt to resolve it. The decision of the supervisor shall be made within five days following the receipt of the grievance. If the grievance arises out of an action or determination of the Superintendent of Schools or the "Board", it shall be submitted directly to the second step.

#### 4. SECOND STEP

If the grievance has not been resolved in the first step, the grievant may present such grievance in writing, a copy of which shall go to the representative of the "Bargaining Unit", signed by the grievant, to the Superintendent of Schools within five days after receiving the supervisor's determination. There shall be set forth in such writing the specific action or condition complained of and the provision herein on which the grievance is based. The Superintendent of Schools shall set a date for an informal conference to take place within 10 days after the receipt of the grievance, unless such date be adjourned by mutual agreement, and shall notify, in writing, the appropriate individuals (Grievant, Bargaining Unit Representative, Supervisor, etc.). The Superintendent of Schools shall afford the Grievant and the Bargaining Unit an

opportunity to present the grievance fully and may make such further inquiry himself as he deems necessary. The District Principal shall convey to the Grievant his written findings and decision (with a copy to the Representative of the Bargaining Unit) within 10 days after the conclusion of said conference.

#### **5. THIRD STEP**

A. Grievant may appeal from the determination of the Superintendent of Schools by filing a signed written appeal with the "Board", with a copy each, to the Superintendent of Schools and the Representative of the Bargaining Unit. Said appeal must be filed within five days after the receipt of the determination by the Superintendent of Schools. This appeal shall contain a complete explanation of all grounds upon which the appeal is based. Within 15 days the "Board" or a committee thereof shall meet with the Grievant, or the Grievant and/or the Representative of the Bargaining Unit, and requesting the AAA to submit a list of arbitrators to the parties.

B. The Arbitrator shall limit his decision strictly to the application and interpretation of the provisions of this agreement and shall be without any power to make any decision inconsistent with, notifying or varying in any manner the terms of this agreement or any established practice or any law, rule or regulation having the force and effect of law.

C. The Arbitrator shall be without power to make any decision limiting or interfering in any way with the powers, duties and responsibilities and discretion of the "Board" under its by-laws or applicable law, except that he may decide in a particular case that a "Board" action constituted a contract violation. The decision of the Arbitrator, if made in accordance with his jurisdiction and authority under this agreement, will be final and binding. The Arbitrator shall render his written award and opinion within 30 days after the close of the hearing.

#### **6. TIME LIMITS**

A. Because it is important that grievances be processed as rapidly as possible, the number of days afforded to any party, at any step, shall be considered a maximum and every effort shall be made by all parties to expedite the process.

B. The failure to process a grievance within the time limits set forth above shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal.

C. The failure of an administrator to communicate his decision with the specified time limits shall permit the grievant to proceed to the next level without further delay.

D. If a grievance is filed on or after June 1, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year, or as soon thereafter as is practicable.

#### **7. REPRESENTATION**

A. The Bargaining Unit shall have the right to represent grievants at each step of the procedure as described above.

B. Members of the Bargaining Unit shall be entitled to the unobstructed use of the grievance without fear of reprisal.

C. Nothing contained in this Chapter shall be construed to limit the right of any member of the Bargaining Unit having a grievance to discuss the matter informally with any appropriate member of the administration or from having the grievance adjusted under the procedure described above without the intervention of the Bargaining Unit: Provided, however, that (1) the adjustment is not inconsistent with the terms of the contract, and (2) the Bargaining Unit and/or its Representative has been given an opportunity to state its views on the grievance at each stage.

TERMINATION OF EMPLOYMENT

Termination of Employment, either by the "Board" or by the employee, shall be by written "Advance Notice" as follows:

After 26 weeks: As provided by Civil Service Law. First 12 weeks, employee must be retained. Between 12 weeks and 26 weeks, employee may be dismissed without Civil Service repercussion. After 26 weeks, termination must show just cause and employee must have at least three written warnings.

AMENDMENT TO TAYLOR LAW

The following amendment to the Taylor Law is included herein by mandate of law - Section 204-A - "It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval."

MEDICAL FACILITIES

The use by "Association" members of the medical facilities is not within the "Board's" control, but the "Board" shall request the Hawthorne Cedar Knolls School to make its medical facilities available whenever possible.

This Agreement shall be effective as of July 1, 2001 and will continue in full force and effect through June 30, 2004.

IN WITNESS WHEREOF, the parties have signed this Agreement by their duly authorized representatives this 4<sup>th</sup> day of December, 2001.

Contract Approval:

MAINTENANCE BARGAINING UNIT

HAWTHORNE CEDAR KNOLLS UFSD

By Wayne Dyck

By Ronald L. Small  
Superintendent of Schools

By Richard P. Papp