

meticulously, follows-up assigned responsibilities and evaluates student growth periodically. In recognition of this principle, the parties agree that it is the responsibility of all teachers to:

- a. Prepare long-range goals and plans that shall be modified and adjusted as conditions require so that they remain valid, feasible and relevant to the teacher's assigned responsibility.
- b. Prepare adequate short-range plans. Such plans should include wherever appropriate short-range goals, subject matter to be taught, teaching methods and techniques, pupil involvement, materials and equipment required and periodic evaluation of teaching success or behavioral changes.
- c. Make available to building principals or Superintendent long-range and short-range plans whenever such individual visits the classroom and at such other times as they may be requested by such administrators.
- d. Whenever a teacher is absent, a clearly marked book containing short-range plans, a daily schedule and any other material that may be of value to a substitute teacher shall be made available to the building principal so that the instruction of the students may reasonably continue.

ARTICLE XXV Grievance Procedure

A. Definitions

1. A "grievance" is any alleged violation of this Agreement or any dispute with respect to its meaning or application.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party of interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to receive the claim.
4. "Grievance Committee" is the committee created and constituted by the Association.

B. Purpose

1. The basic purpose of grievance arbitration is to contribute to improved relations between the parties.
2. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems that may from time to time arise in the application or administration of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
3. Nothing herein contained shall be construed as limiting the right of any individual having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association.
4. Whenever used in this Agreement, the word "shall" or "will" is mandatory. The phrases, "insofar as possible", "whenever possible", "should" and other like phrases, indicate contingency situations. The word, "may," indicates discretionary action, and the exercise of such discretion is not subject to

grievance proceedings. Whenever used in this Agreement, "day" shall be defined as a calendar day unless specifically designated as a school day. "School days" will refer to business days during the summer break.

C. Time Limits

1. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits may be reduced by mutual agreement of the parties so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
3. Any alleged violation of this agreement or dispute which could give rise to a grievance under the provisions of this Article shall be presented at the Stage 1 procedure within ninety (90) calendar days of the occurrence of the said alleged violation or dispute. Failure to initiate the Stage 1 procedure within these ninety (90) days shall constitute a waiver of the grounds for that grievance.

D. Policy

1. Any unit member can initiate or continue the grievance procedures without the backing of the Association Grievance Committee. This committee may also refuse to work on behalf of the aggrieved person.
2. If a grievance affects a significant number of unit members from more than one building, or appears to be associated with system wide policies, or has been alleged because of action taken by the Superintendent or the Board of Education, it may be submitted by the Association or aggrieved parties directly at Stage 2 of the procedures.

E. Procedures:

1. Stage 1: Building Principal

- a. The aggrieved party and, if desired, their representative shall request a conference with the building principal. Such conference shall follow within five (5) school days of the request with the object of resolving the matter informally.
- b. If the matter is not resolved informally, it shall be formally grieved, put in writing and presented to the building principal within ten (10) school days following the conference.
- c. Within fifteen (15) school days of the conference, the building principal shall, without any further consultation with the aggrieved party, render a decision thereon, in writing, and present it to the aggrieved.

2. Stage 2: Superintendent

- a. If the party initiating the grievance is not satisfied with the written decision at the conclusion of stage 1 and wishes to proceed further under this grievance procedure, the party, and, if desired, their

representative may, within twenty (20) school days of the initial principal's conference, request a conference with the Superintendent. This conference will take place within twenty-five (25) school days from date of the initial principal's conference.

- b. If the grievance is not resolved, the party, and if desired, their representative, may, within ten (10) days after the conference between the party and the Superintendent, present the grievance to the Grievance Committee for its consideration. If the aggrieved or the Grievance Committee determines that the party has a meritorious grievance, then either may file a written appeal of the decision at E2a with the Superintendent immediately.
- c. The Superintendent shall render a written decision on the appeal from E2b to the aggrieved and the Grievance Committee within five (5) school days after receipt of the appeal.

3. Stage 3: Board of Education

- a. If the party is not satisfied with the decision at E2c, the Grievance Committee or the aggrieved will file an appeal in writing with the Board of Education within five (5) school days after receiving the decision at E2c.
- b. Within fifteen (15) school days after receipt of the Superintendent's decision by the aggrieved and the Grievance Committee, the Board of Education shall hold a hearing on the grievance. The district will notify the aggrieved and the Grievance Committee Chair of the date/time/location of the hearing. The aggrieved and / or Grievance Chair will be responsible to provide representation at the scheduled hearing. The hearing shall be conducted in the Executive Session.
- c. Within ten (10) school days after the conclusion of the hearing, the Board of Education will transmit to the aggrieved and to the Association Grievance Committee Chair its written decision.

4. Stage 4: Arbitration

- a. After such hearing, if the party is not satisfied with the decision at E3c, and the Grievance Committee or the aggrieved, whichever filed the appeal, determines that the grievance is meritorious and that appealing it is in the best interest of the school system, it may submit the grievance to arbitration by written notice to the Board of Education within ten (10) school days of the decision at E3c.
- b. Within ten (10) 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 a commitment, within the specified period, 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 his/her decision not later than fifteen (15) calendar days from the date of the closing of the hearing, or if oral hearings have been waived then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact and conclusions on the issue.

- d. The decision of the arbitrator, if made in accordance with his/her jurisdiction and authority under the Agreement shall be accepted as final and binding by the parties to the dispute. The arbitrator shall be without power or authority to modify or alter the terms of the Agreement and shall have only the power to interpret what the parties to the Agreement intended by the specific clause in the Agreement that is at issue. After the decision has been rendered, and within a five (5) school day period, the parties shall meet to implement the ruling.
- e. The costs of the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the Association or the aggrieved, if the Association has withdrawn its support of the aggrieved at E4a.
- f. The Association agrees that during the grievance procedures, it shall take all steps necessary and appropriate to assure that the persons involved, until the grievance is resolved, shall fully and faithfully discharge all job responsibilities.

ARTICLE XXVI
Leaves of Absence

A. General Information

Unit members covered under provisions providing for paid leave shall not lose any benefits acquired prior to the leave and shall continue to accrue benefits while on the paid leave of absence. Unit members covered under provisions providing for unpaid leaves shall continue to be credited with any benefit accrued prior to the leave, but shall not accrue any benefits during the leave.

The application for the leaves of absence under this Article to be signed by the applicant may require a general statement of the purpose of any such leave as defined under this Agreement and may also require an acknowledgement by the applicant of the protections and guarantees of the right to return to work with or without accrued benefits as provided but this Agreement and an acknowledgement by the applicant that unemployment insurance benefits under New York State law will not be available to the applicant by reason of his/her being unemployed during the term of such leave.

B. Definitions

1. **CRITICAL ILLNESS** means illness that the attending physician considers sufficiently serious to require the unit member's presence at the bedside.
2. **IMMEDIATE FAMILY** means husband, wife, children and any other member of the same house; father and mother; brothers and sisters; grandmother and grandfather, and comparable relatives of the unit member's spouse.

C. Short Term Leaves

Leaves under this category generally will be of relatively short duration or may have a somewhat indefinite duration, but, during the term of such leave the unit member is considered to be actively employed by the District and is expected to resume active service immediately upon satisfaction of the cause or purpose for which the leave was taken. The continuation of salary during the period of such leaves identified in this section, or a portion thereof, is assured by specific provisions within this Agreement.