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# AGREEMENT

by and between the  
SUPERINTENDENT OF SCHOOLS

of the

FREDONIA CENTRAL  
SCHOOL DISTRICT

and

CSEA, LOCAL 1000 AFSCME,  
AFL-CIO

FREDONIA CSD UNIT #6318  
CHAUTAUQUA COUNTY LOCAL 807

JULY 1, 2012 – JUNE 30, 2015



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## I. PREFACE

### A. Recognition

The Fredonia Central School District (hereafter "District") affirms its recognition of the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, FREDONIA CENTRAL SCHOOL DISTRICT UNIT #6318 (hereafter "Association"), as the sole and exclusive representative of the following unit:

Included: All regular part-time and full-time unit members in the following positions (hereinafter referred to as "unit members"):

- Food Service Helper
- Cook
- Assistant Cook I
- Assistant Cook II (Baker)
- Teacher Aide
- Special Class Aide
- Life Guard
- School Bus Attendant

Excluded: All managerial employees, all confidential employees, all supervisory employees, all substitute employees and all other employees.

Such recognition shall extend continuously for the maximum period as provided by law. The District agrees to negotiate solely with the Association for the duration of this Agreement.

### B. Duration

This agreement shall be effective as of July 1, 2012 and shall continue through June 30, 2015.

### C. Opening Negotiations

The respective spokesperson for the District and the Association shall establish the procedures for the exchange of proposals. This exchange will take place by April 15 of the last year of the Agreement.

D. Gender Use

Whenever used herein, the use of the masculine gender shall include the feminine gender and the use of the feminine gender shall include the masculine gender.

**II. ASSOCIATION RIGHTS**

A. Dues Deduction And Agency Fees

1. Payroll Deduction - The employer will deduct from the wages of employees and remit to the Civil Service Employees Association, 143 Washington Avenue, Albany, New York 12210, regular membership dues and other authorized deductions to those employees who have signed the appropriate payroll deduction authorization cards permitting such deduction. The employer agrees to deduct and remit such moneys exclusively for CSEA as the recognized exclusive negotiating agent for employees in this unit.
2. Agency Fee - CSEA, having been recognized as the exclusive representative of employees within the negotiating unit, shall be entitled to have deductions made from the wage or salary of those employees who are not dues paying members. Such agency fee deductions shall be in accordance with the employee's status (full time or part-time) which is equal to the dues paid by full time or part time employees who are members of the aforementioned Union. The fiscal officer shall make such deductions and transmit the sum to CSEA.
3. The fiscal officer making such deductions will transmit these deductions to CSEA, Inc., 143 Washington Avenue, Albany, New York 12210. This deduction will be accompanied by a listing indicating the names and addresses of those who are not members of CSEA.
4. The CSEA will hold the District harmless against any and all claims, demands and liabilities of whatever nature arising out of this Section concerning dues deductions and agency fees.

B. Distribution

The Association will be allowed to utilize faculty bulletin boards to post information important and relevant to their members. The Association shall be permitted use of the inter-school mail system and bargaining unit member mailboxes to communicate with their members.



C. Information

1. Once a year, when requested by the Association President, the District shall supply the Association President a list of all employees in the bargaining unit showing the Unit member's full name, home address, job title and years of service unless the bargaining unit member has previously requested, in writing, that this information remain confidential.
2. The Association shall be advised of the hiring of a new unit employee within ten (10) working days of Board of Education action so that a representative of the Association can make a membership presentation and distribute membership cards and other recruitment material.

D. Association Days

Association Days shall be provided for Association officers to attend to Association business at the sole discretion of the Superintendent. The President of the Association shall request of the Superintendent the specific days needed, the reasons for the days and the name(s) of the Association officers using the days, with not less than five (5) work days notice.

E. Right of Representative

The District will allow one Association member a cumulative total of fifteen (15) minutes per day, one hundred eighty (180) contractual days per year while on payroll to conduct Association business. The Association President shall notify the Superintendent of the designated Association member by June 30 for the ensuing school year.

### III. GRIEVANCE PROCEDURE

A. Declaration of Policy

In order to encourage a cooperative relationship between the Association and the District, it is hereby declared that these procedures are designated to provide means for the prompt, fair, orderly settlement of differences, to ensure equitable and proper treatment of unit members pursuant to established rules, regulations and policies of the District.

B. Definition

1. Unit members shall mean any person in the bargaining unit covered by this Agreement.
2. Administrator shall mean any managerial or supervisory staff responsible for or exercising any degree of supervision or authority over unit members.
  - a. Superintendent shall mean the Superintendent of Schools or his designee.
  - b. Immediate Supervisor shall mean the administrator or Supervisor to whom the unit members are directly responsible (supervisor, administrator or superintendent).
3. Representative shall mean the person designated by the aggrieved unit member as his or her counsel or to act on their behalf. Regardless of this designee, a duly authorized member of the Fredonia Central School District CSEA unit must be involved in all stages of the grievance.
4. Grievance shall mean any claimed violation, misinterpretation or inequitable application of any existing rules, regulations or policies which relate to or involve the unit members in the exercise of the duties assigned to him. A grievance may proceed to arbitration, if and only if it is an alleged violation of this Agreement and must involve any dispute with respect to its meaning or application.
5. Aggrieved Party shall mean the individual unit member or group of individual unit members who submit a grievance and on whose behalf the grievance is submitted by the Association.
6. Days are defined as business days, exclusive of Saturdays, Sundays and legal holidays.

C. Basic Principles

1. It is in the interest of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible (informal) stage is the goal of the Association and the Superintendent.

2. An individual unit member shall have the right to present grievances in accordance with procedures, free from coercion, interference, discrimination or reprisal.
3. The aggrieved shall have the right to be represented at any step of this grievance procedure by a duly authorized representative of the Fredonia Central School District CSEA unit.
4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
5. All hearings shall be confidential.
6. It shall be the responsibility of the Superintendent of the District to take such steps as may be necessary to give force and effect to these procedures. Each supervisor or administrator shall have the responsibility to consider promptly each grievance presented to him and make a determination within the time specified in these procedures.
7. The function of these procedures is to assure equitable and proper treatment under the existing rules, regulations and policies which relate to or affect the unit member in the performance of his assignment. They are not designed to be used for changing such rules or establishing new ones.
8. The time limits set forth in the procedures herein shall be strictly adhered to by all parties unless waived by written mutual consent at the appropriate stage. Consent to an extension of time limits shall not be unreasonably withheld.

D. Procedures

1. Informal Stage

The aggrieved individual unit member shall orally present his grievance within twenty (20) days of the time the individual unit member knew or should have known of the alleged grievable incident to his immediate supervisor who shall informally discuss the grievance with the aggrieved individual unit member. The immediate supervisor shall render his determination to the aggrieved individual unit member within seven (7) days after the grievance has been presented to him. If such grievance is not satisfactorily resolved at this stage, the aggrieved individual unit member may proceed to the formal stage(s).

2. Formal Stage

- a. Within five (5) days after a determination has been made at the preceding stage of the grievance, the aggrieved party, with the Association, shall present a written statement of the grievance to the Superintendent for resolution.
- b. Upon receipt of the written statement of the grievance, the Superintendent shall notify all parties concerned of the time and place when a meeting will be held where such parties may appear and present oral and written statements supplementing their positions on the case. Such hearing shall be held within five (5) days of receipt of the formal grievance submitted pursuant to paragraph B.1 above.
- c. The Superintendent shall render his determination within ten (10) days of said hearing. If the grievance is not satisfactorily resolved at this stage, the alleged grievance may proceed to the Board's stage.

3. Board Stage

- a. The Association may, within seven (7) days of the final Determination of the Superintendent, make a written request to the Board of Education for review and determination of the alleged grievance.
- b. The Board of Education will hold a meeting to obtain further information regarding the case within ten (10) days after receiving the request for review.
- c. The Board of Education shall render a decision within thirty (30) days after receiving the request for review.
- d. Both the Association and the District may waive the Board stage of the grievance procedure upon their mutual written agreement to do so.

4. Arbitration Stage

If there is no resolution and the Association determines that the grievance is meritorious, the Association may submit the grievance to arbitration within ten (10) days of the Board's decision. The arbitrator shall have no power or authority to add to, or subtract from or modify any terms of this Agreement, or to make any

decision which requires the commission of an act prohibited by law or which violates this Agreement. The arbitrator's decision shall be final and binding upon the parties.

- a. The American Arbitration Association will be notified and requested to submit a panel of at least ten (10) names to each of the parties, who will return the list with all names which are unacceptable to it crossed off, and the remaining names numbered in order of each party's preference.

In the event that the parties fail to agree on an arbitrator from the first panel, the parties agree to request a second panel from the American Arbitration Association which shall be treated in the same manner as the first panel. Both parties must agree on a name from the second panel and both parties shall be bound by the regulations of the American Arbitration Association.

- b. The cost of the arbitrator will be borne equally by the Board of Education and the Association. Cost of stenographic record and/or witness shall be borne by the party requesting the same.

#### 5. Election of Forum

- a. If a grievance is submitted to arbitration, such submission shall constitute an election of forum by the grievant and by the Association and constitutes a waiver and a bar to any and all rights the grievant or the Association has or may have to submit the subject matter of the grievance for resolution of review to any judicial or other administrative forum.
- b. If a unit member or the Association submits an issue to any judicial or administrative forum for resolution and review of an issue which might also constitute an alleged violation of the Agreement, then both the unit member and the Association waive their right to submit said issue to arbitration.

#### D. Discipline/Discharge

1. The purpose of this section is to serve as a complete replacement for the procedures and substantive rights which are, or may be, afforded to unit members by Sections 75 and 76 of the New York State Civil Service Law, including any amendment of, or

replacement for, such sections. Therefore, unit members may not invoke, use, or rely upon any right which may be provided in either section of Law. The sole recourse which unit members shall have, with respect to any discipline, including dismissal, which they believe to be for arbitrary and capricious reasons, shall be to the Grievance Procedure set forth in this agreement. The Association will bear the burden of proof to a clear and convincing standard.

2. Unit members who have completed at least one year of service with the District, (beginning with the first day of work and not counting any period of absence of five (5) or more consecutive unpaid work days) shall not be disciplined or dismissed for arbitrary and capricious reasons. The following are not "discipline" within the meaning of this paragraph:
  - a. ORAL: Warnings, reprimands, statements or evaluations adverse to the unit member.
  - b. WRITTEN: Warnings, (as distinct from reprimands) statements, or evaluations adverse to the employee.
  - c. DENIAL OF PAY OR LEAVE CREDITS: Unless such denial is set forth in a statement of discipline as provided below.
3. When discipline, including dismissal, is to be imposed on a unit member, a written statement must be issued which clearly describes the impending discipline along with a brief statement of the reasons therefore. Copies of this statement of discipline must be given to the unit member, the Association and the Superintendent.
4. If suspension of ten (10) days or less is imposed the unit member shall have the right to grieve under this section.
5. If either dismissal or a suspension without pay of more than ten (10) days is to be imposed, the written statement of discipline must include notice of a grievance meeting, to be held before the Superintendent or his designee. The hearing will be scheduled on a date not later than the fifth (5<sup>th</sup>) work day after the statement is given to the unit member. The hearing will be held only if the unit member does, in fact, submit a grievance, prior to the scheduled hearing, claiming a violation of this Agreement section.
6. Unit members who are to be formally reprimanded, or otherwise disciplined, shall be entitled to have an Association representative

present, if so requested, and such reprimand or discipline shall be administered in private.

#### IV. LIFE INSURANCE/LONG-TERM DISABILITY INSURANCE

##### A. Life Insurance

A \$50,000 term life insurance policy will be provided for all unit members who work a minimum of twenty (20) hours per week.

##### B. Long-Term Disability Insurance

The District will provide to all members a First Unum long term disability plan based upon a 90 day exclusion period, and paying sixty percent (60%) of salary (up to \$5,000 maximum) per month until age 65 - ADEA 1.

#### V. HEALTH INSURANCE

All bargaining unit members shall have the option to purchase, at their own expense, any health insurance and/or rider coverage offered by the District to other bargaining units.

#### VI. LEAVES

##### A. Leave of Absence without Pay For All Unit Members.

1. The Board of Education may grant a leave of absence without pay for a period of up to two (2) years to members of the unit, for such reasons as childbearing/child rearing.
2. The Board of Education may grant an unpaid personal leave of up to six (6) months. Leaves of absence may not be consecutive with other leave provisions of this contract. Applications for such leaves will be submitted in writing to the Superintendent at least two (2) months in advance of the date when the leave is to begin, unless exceptional circumstances are present.
3. Any grievance concerning a leave of absence or unpaid personal leave is specifically excluded from the arbitration provisions of this contract.

##### B. Personal/Sick/Bereavement Leave

1. Personal

Each employee shall be granted three (3) days of personal leave for personal business. Such leave granted shall be in addition to sick leave, and the granting of such days may not be unreasonably withheld. Personal leave shall be granted in situations that require an individual's personal attention and cannot be accomplished on other than work time. Personal days are not for recreational purposes, to extend a vacation, or second-front occupations. No reason must be given when these days are requested. Prior approval by the appropriate administrative supervisor, except in the case of emergencies, is required. Written requests will be submitted to the appropriate administrator for approval at least three (3) school days prior to the day needed. If a bargaining unit member has used all three (3) personal days and a situation arises where he requires additional personal days, he may submit a written request to the Superintendent specifying a reason the additional personal time is needed. The Superintendent shall be guided by the concept that the nature of the circumstances must justify the absence. Whenever a bargaining unit member is asked by the District to act as a chaperone, coach or advisor during his/her regular workday to supervise students at school-related events he/she shall be paid their regular rate of pay up to a maximum of three (3) days. This time will not be deducted from their personal, sick or vacation day benefits. Athletic events will be considered per season. All personal day forms being sent through the inter-school mail system shall be placed in a sealed envelope to reserve the confidentiality of the unit member.

2. Bereavement Leave

Employees shall be granted three (3) bereavement leave days with pay for death of a member of the employee's immediate family or family of spouse. Such bereavement days shall be deducted from personal leave pursuant to Paragraph 1., Personal Leave above. Immediate family or immediate family of spouse shall be defined as husband, wife, grandparents, child, sister, brother, father, mother, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law and any other member of the family if living in the same household. In the event additional days are needed for bereavement leave, they shall be requested and shall be granted in accordance with the provisions of Paragraph 1., Personal Leave as stated above.



### 3. Sick

- a. All unit members shall be granted ten (10) days sick leave per year, accumulative to one hundred eighty (180) days. Sick leave days may be used for personal illness, injury or quarantine or to attend medical or dental appointments. Such sick leave days shall be used in either one-half or one whole day increments.
- b. For all illnesses in the immediate family, the unit member may use up to the maximum number of sick leave days standing to his/her credit. Immediate family is defined as; spouse or partner, children, parents, grandparents, or any other family member who resides in the employee's household.
- c. Any unit member who fails to call in sick will receive no pay for the time he is absent.
- d. After three (3) days absence due to illness, a doctor's certificate may be required.
- e. New employees for the first year of employment will have their sick days prorated at a rate of one sick day per month worked.
- f. All members of the CSEA may contribute up to 10 days a year to a seriously ill employee; these contributions are strictly voluntary and will reduce the number of sick days, which the contributing employee has for his or her own use. The employees who are eligible for these contributions are all CSEA employees. Serious illness will be defined as a medical assurance of inability to perform the assigned work duties which are expected of the employee in question. This will require, in all instances, a doctor's excuse, which determines the length of time that the person will be off work. When an employee anticipates the need for sick leave contributions from fellow employees, they shall so notify the Unit President who will send out a memo to CSEA members requesting donations and the date those donations should be designated. Thereafter, the CSEA Unit President will notify the Business Office of the name(s) of each employee(s) making a donation and the number of days donated. The

Business Office will then make the appropriate deduction from each contributing employee's sick leave balance.

It is understood that in all matters relating to a sick leave donation program, the school district will be held harmless of any liability; further, it is understood that any actions taken regarding the sick leave donation program by any individual or individuals shall not constitute a past practice and shall not be subject to the grievance procedure.

C. Resignations

The District and the Association agree that when unit members resign it requires adequate time to conduct a fair and equitable process to hire a replacement. Therefore, all unit members who resign will give the District thirty (30) days notice before being released from their assigned duties. The Superintendent may reduce this thirty (30) day requirement if in his opinion the services of an effective replacement can be hired in less than thirty (30) days. This decision shall be at the sole discretion of the Superintendent.

D. Family Medical Leave Act

Employees covered by this Agreement shall be entitled to the benefits, provisions and protections of the Family Medical Leave Act.

## VII. MONETARY

A. MILEAGE ALLOWANCE

Mileage allowance for use of personal cars on official school business will be the same as the Board of Education approved District rate, which is set by the Internal Revenue Service. Should the IRS rate be increased/decreased, then the mileage allowance shall be set at exactly one-tenth cents (\$.001) less than the reportable rate.

B. SALARY

1. 2012-2013 Effective July 1, 2012 the hourly rate of each employee in effect on June 30, 2012 shall be increased by thirty-five cents (\$.35) per hour. Employees who work summer school under a grant funded program will be paid at the hourly rate that was in effect at the end of the previous school year for that program.

2. 2013-2014 Effective July 1, 2013 the hourly rate of each employee in effect on June 2013 shall be increased by two and one half percent (2.5%). Employees who work summer school under a grant funded program will be paid at the hourly rate in effect at the end of the previous school year for that program.
3. 2014-2015 Effective July 1, 2014 the hourly rate of each employee in effect on June 2014 shall be increased thirty two cents (\$.32) per hour. Employees who work summer school under a grant funded program will be paid at the hourly rate in effect at the end of the previous school year for that program.
4. Minimum entry rates will be the minimum wage as established by the State and/or Federal government for all new employees, within bargaining unit job titles, for the life of this agreement.
5. In the event the minimum wage is raised by the New York State and/or Federal government, the parties agree to reopen the contract to negotiate a proportionate increase in bargaining unit hourly rates.
6. All employees shall be paid on a biweekly basis, receiving their salary in twenty-one (21) paychecks.
7. The base pay for all employees covered by this agreement shall be calculated based on the chart listed below. This total includes Holidays listed as per Article XIV.

<u>Title</u>	<u>Days per Year</u>
Teacher Aides	182*
Assistant Cafeteria Manager	182*
Assistant Cook	182*
Food Service Worker	182**

\*An employee who works any in service day(s) or conference days will be paid above and beyond the days listed above.

\*\* The four (4) least senior Food Service Workers will be compensated at 172 days.

#### C. Longevity

Longevity increments shall be granted to each unit member as follows:

Upon completion of the tenth year of continuous service, the unit member shall receive longevity for each year of service in accordance with the following chart:

July 1, 2012 and thereafter                      \$28

Unit members eligible for longevity increments shall be paid in a lump sum in a separate check on the last pay day of June. Unit members must be on the official payroll the last working day of June, except that when a unit member leaves service prior to the last working day in June, his longevity increment shall be pro-rated by full months worked.

D.     Substitute Teachers Pay

Employees covered by this agreement shall receive either sixty-five dollars (\$65.00) per day or one dollar (\$1.00) per hour above their normal hourly rate of pay for each day/hour they act in the capacity of a teacher, whichever amount insures the greater benefit to the employee.

E.     In-service/Snow Days

Each employee covered by this Agreement shall be paid offered one (1) in-service training day per year which shall be established by the District. This in-service training day will be in addition to the Superintendent's Conference Day at the commencement of the school year.

F.     Overtime

All overtime must be preapproved by an employee's supervisor prior to performing the overtime work.

G.     Retiree Substitute Pay

Employees who have retired from the bargaining unit who return as substitute employees performing work normally performed by bargaining unit employees shall receive ten dollars (\$10.00) per hour for each hour such work is performed.

## **VIII.   ~~OPENINGS~~**

See Article XI This Article left intentionally Blank.

## IX. PERSONNEL FILE

The District will maintain one, and only one, official personnel file which shall be the employment record of each unit member. The unit member will be provided a copy of any addition to this file and shall be given an opportunity to make written comments concerning such materials within five (5) business days of receipt of such materials. If the option for such written response is exercised by the unit member, then such written response will be added to, and become a part of the official personnel file.

Any pre-employment information, carrying recommendations, are considered to be CONFIDENTIAL to the District and are not subject to review by the unit member or open to the provision stated above.

## X. SENIORITY/LAYOFF/REDUCTION IN HOURS/RECALL

### A. Seniority

1. Seniority shall be defined as the length of continuous service with the Fredonia School District.
2. All bargaining unit members shall acquire seniority for the purpose of layoffs, reduction in hours and recall from layoff starting from the initial date of Board appointment to a permanent position covered by this Agreement. Substitute employees do not acquire seniority.
3. In the event two employees are appointed at the same Board meeting, seniority shall be determined by the chronological sequence of appointment at the Board meeting.
4. Continuous service shall be defined as: (a) those periods when the employee is on the Districts payroll; (b) those periods when the employee is on an approved leave of absence whether paid or unpaid; (c) those periods when an employee is absent from and unable to perform the duties of his/her position by reason of a disability resulting from occupational injury or disease.
5. Seniority shall end when an employee resigns, retires or is discharged pursuant to the Discipline/Discharge provision of this Agreement.
6. An employee who is laid off shall not accrue any additional time while they are on the preferred employment list (PEL), but rather their seniority shall be frozen at the time of layoff.

B. Layoff for Competitive Unit Members

Layoffs for all titles in the competitive class shall be accomplished in accordance with the provisions of the Civil Service Law, Rules and Regulations.

C. Layoff/Reduction in Hours for Non-competitive and Labor Class Unit Members

1. When the District determines that a layoff, or reduction in hours in the non-competitive or labor class shall occur, they shall identify the title where layoffs, or reduction in hours are to occur and the number of positions to be affected.
2. The District shall first post a notice and include the notice in each employee's paycheck that there will be a layoff. Such notice shall include the title(s) to be affected by the layoff, and the number of positions to be laid off. The District will ask for the employees in the title(s) to be affected by the layoff to respond to the notice, if they are interested, to determine if there are volunteers who are willing to be laid off or have their hours reduced. If employees volunteer for such layoff or reduction in hours, that shall be accomplished before employees are involuntarily laid off or have their hours reduced as described below. Employees who volunteer for a layoff or reduction of hours shall have the same rights as employees who were involuntarily laid off or who had their hours reduced.
3. Layoffs or reduction in hours in the title(s) identified for layoff or reduction in hours shall be based on inverse seniority (last in, first out) until the number of positions that are to be eliminated or hours reduced has been reached.
4. Any employee in the non-competitive or labor class who is laid off or whose hours are reduced shall have the right to retreat to any position for which they meet the minimum qualification, so long as the person they displace has less seniority. Laid off employees may not displace into position that are promotional (in salary and/or responsibility) or which requires special certifications and/or licenses, i.e. lifeguard.
5. Where there is more than one position being laid off or hours reduced, and where more than one employee is displacing to a position held on a permanent basis; among those displacing employees, the more senior bargaining unit member(s) being laid

off shall have the first choice among all available positions, and so on until all displacement has been accomplished. In all cases the displacing employee must have seniority over the employee being displaced.

6. Employees who elect not to displace into a different title other than the position from which they are being laid off, or who are not qualified for any other position and who are ultimately laid off, shall be placed on a preferred employment list (PEL) for a period of four (4) years.

D. Recall from the Preferred Employment List and Return From Layoff

1. The recall list shall be established on the basis of seniority with the most senior employee at the top of the recall list and then in descending order of seniority.
2. Recall from the preferred employment list (PEL) shall be in the inverse order of layoff, (last laid off, first to return).
3. Employees on the preferred employment list (PEL) can be canvassed for vacancies in titles other than the title from which they were laid off. However, refusal to take a position in a different title shall not disqualify them from being on the preferred employment list (PEL).
4. Employees who are recalled from layoff to a position normally covered by the bargaining unit shall be paid at the hourly rate of pay they received at the time of layoff plus any negotiated pay increases that have been negotiated during the time of their layoff. Also, any unused sick leave accrued prior to layoff shall be returned to them.
5. Upon recall to employment, seniority shall again be accrued and added to the seniority that was frozen at the time of layoff.

## **XI. JOB OPENINGS/EXTRA WORK ASSIGNMENTS**

### **JOB OPENINGS**

All new positions, vacant positions or existing positions that have hours added shall be posted for a period of seven (7) workdays.

Postings shall include:

Job Title  
Negotiated Rate of Pay  
Work Location  
Job Assignment  
Starting and Quitting Time  
Any Special License or Requirement

Unit members may request the opportunity to fill a job vacancy. If more than one (1) unit member applies to fill the vacancy, the more senior person shall have priority and receive the position subject of the following provision. When a job vacancy involves a Teacher Aide who will be assigned to a special needs student, the Superintendent shall have the final non-reviewable determination of job assignments. There shall be at least a ten (10) workday notice given for any reassignment of a Teacher Aide assigned to a special needs student unless both parties agree to a specified shorter time frame.

This section shall also apply to summer work.

## **XII. LABOR MANAGEMENT COMMITTEE**

A four (4) member Labor Management Committee, two (2) members of Management, and two (2) members of CSEA shall be appointed by the School Superintendent and President of CSEA Unit 6318 respectively. The committee shall meet twice per year, (or more often by mutual agreement), only if an agenda is submitted by the party seeking the meeting ten (10) days prior to the proposed meeting date. The agenda shall specify the topic(s) to be discussed and the proposed duration of the meeting. The Labor Management Meeting shall be set or rescheduled by mutual agreement.

All meetings shall be held after the CSEA unit members' workday. Dates, times and agendas shall be set by mutual agreement.

## **XIII. JURY DUTY**

Unit members shall be entitled to their usual salary for the days they serve as a juror or are subpoenaed as a witness in any court in accordance with law. Unit members paid for jury duty will have this amount deducted from the employee's paycheck. It will be the responsibility of the employee on jury duty to notify the business administrator if payment was received as a juror.



#### **XIV. HOLIDAYS**

All unit members covered by this agreement, shall receive the following paid holidays:

Columbus Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas
New Year's Day
Martin Luther King Jr. Birthday
President Day
Memorial Day

#### **XV. UNIFORMS**

Cafeteria unit members shall be reimbursed up to \$150 annually by the District upon presentation of proper receipts.

#### **XVI. RETIREMENT**

The District agrees to provide for eligible unit members an improved retirement plan (Section 75-I) in the New York State Employees Retirement System with the Accumulated Sick Leave Rider (41-j) and the Death Benefit Rider (60-b).

#### **XVII. STATEMENTS**

##### **A. Statutory Clause**

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. Savings Clause**

If any provision of this Agreement or application of the Agreement shall be found contrary to law, then such provision or application shall not be

deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. Effect of Agreement

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in an amendment hereto.

D. Management Rights

Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the District are retained by it, including, but not limited to, the right to determine the facilities, methods, means and number of personnel required for conduct of District programs; to administer the personnel operations of the District, including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion assignment, or transfer of unit members pursuant to law; to direct, deploy and utilize the work force; to establish specifications for each class of positions and to classify or reclassify and to allocate new or existing positions in accordance with law and the provision of the Agreement.

E. Terms and Conditions of Employment Not Covered by This Agreement

All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Board's discretion and control and shall not be the subject of negotiations until the commencement of the negotiations for a successor to this Agreement.

F. Each employee will be given an activated access fob for the door nearest the employee's assigned room.

## XVIII. SIGNATURES

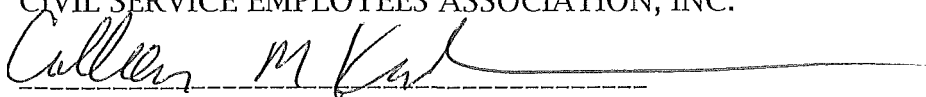
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives to be hereunto affirmed and attested by their representative clerk or secretary, this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

FREDONIA CENTRAL SCHOOL CSEA UNIT #6318  
CHAUTAUQUA COUNTY LOCAL 807  
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

FREDONIA CENTRAL SCHOOL DISTRICT

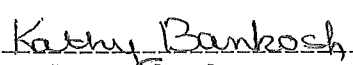
  
\_\_\_\_\_  
Paul J. DiFonzo, Superintendent

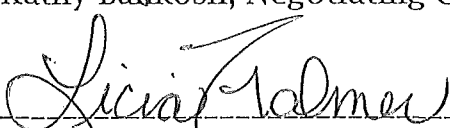
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

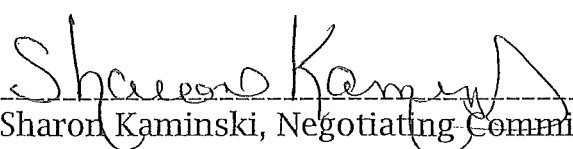
  
\_\_\_\_\_  
Colleen Kubera, President

  
\_\_\_\_\_  
Penny Gleason, Labor Relations Specialist

  
\_\_\_\_\_  
Mary Ellen Epolito, Negotiating Committee Member

  
\_\_\_\_\_  
Kathy Bankosh, Negotiating Committee Member

  
\_\_\_\_\_  
Licia Palmer, Negotiating Committee Member

  
\_\_\_\_\_  
Sharon Kaminski, Negotiating Committee Member

MEMORANDUM OF AGREEMENT  
between the  
FREDONIA CENTRAL SCHOOL DISTRICT  
and the  
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

WHEREAS, the District has decided to maintain a District managed and operated Food Service Program; and

WHEREAS, the District has decided to continue a self-directed work force of CSEA bargaining unit employees;

NOW THEREFORE the District and CSEA agree to the following:

1. Mrs. Mary Ellen Epolito will continue to perform all of the duties of Assistant Cafeteria Manager. She will be compensated at the hourly rate of \$10.90 per hour plus any negotiated raises.
2. In the course of performing her duties as Assistant Cafeteria Manager if extra hours of work above forty (40) hours per week are required, Mrs. Epolito shall be compensated at the rate of time and one-half (1 ½) the rate of pay described in 1., above.
3. In the event the District elects to eliminate the Assistant Cafeteria Manager title, Mrs. Epolito will be returned to her Food Service Helper positions, to be paid at a rate at least equal to the rate she would have achieved had she not so acted in the capacity of Assistant Cafeteria Manager, plus any negotiated pay raises.
4. All other terms and conditions of employment shall remain the same for Mrs. Epolito as prescribed in the collective bargaining agreement between the District and CSEA.
5. The Assistant Cafeteria Manager shall receive an additional five dollars (\$5.00) per hour for each hour she works in the capacity of the Cafeteria Manager.
6. In the event the District food Service Program is not self-sustaining at the end of the 2003 school year, the parties agree to reopen the contract negotiations regarding the Food Service Program.

IN WITNESS WHEREOF, the parties have hereunto set their hand this 26<sup>th</sup> day  
of June 2012.

Paul J. DiToro  
FOR THE DISTRICT

Penny Gleason  
FOR CSEA