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**8556\_06302005**

Wilson Central School District And  
Wilson Cafeteria Unit

**AGREEMENT**

**BETWEEN**

**WILSON CENTRAL SCHOOL DISTRICT**

**AND**

**WILSON CAFETERIA UNIT**

**LOCAL 872**

**C.S.E.A., INC.**

**JULY 1, 2001-JUNE 30, 2005**

**RECEIVED**

**JAN 08 2004**

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

21

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## **THE AGREEMENT**

This Agreement is between the Wilson Central School District, hereinafter referred to as the "employer" and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, hereinafter referred to as CSEA, is the certified union by the Wilson Central School District Cafeteria Employees Unit, Local 872.

### **ARTICLE I - RECOGNITION**

#### **Section 1.**

Pursuant to the New York State Public Employees Fair Employment Act, the District recognizes the Union as the sole and exclusive bargaining agent for all employees within the bargaining unit for the purpose of collective bargaining and the administration of grievances arising hereunder. This recognition shall continue in effect as provided by law.

This recognition constitutes an agreement between the District and the Union to reach mutual understandings regarding matters related to terms and conditions of employment. The Board and the Union recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Wilson Central School District and that the Board must operate in accordance with all statutory provisions of the State, and such other rules and regulations as are promulgated by the Board of Regents and/or the Commission of Education in accordance with such statutes. The Board cannot reduce, negotiate or delegate its legal responsibilities.

#### **Section 2.**

The Union affirms that it will not cause, condone or participate in a work stoppage as defined in Section 210, Article 14 of the Civil Service Law.

#### **Section 3.**

The Union shall have the right to use the bulletin boards in areas designated by the Superintendent for the posting of materials that are not derogatory or controversial.

#### **Section 4.**

The Union shall have the right to use the school buildings for meetings. Application must be made to the Superintendent of Schools, and his approval must be secured prior to said meetings.

### **ARTICLE II - BARGAINING UNIT**

The parties agree that, for the purpose of this agreement, the bargaining unit shall consist of employees whose titles are within the following classifications:

- Cook
- Assistant Cook
- Food Service Helper
- School Monitor

The unit will exclude "Confidential/Managerial" employee, i.e. Food Service Manager.

### **ARTICLE III - MANAGEMENT RIGHTS**

Except as otherwise specifically provided in this Agreement, the Employer shall have the usual and customary rights, powers and functions to direct the employees, to hire, fire, promote, suspend, and to take disciplinary action and to otherwise take whatever action is necessary to carry out the mission of the Employer pursuant to existing practices.

### **ARTICLE IV - DEFINITIONS**

As used in this agreement, the following terms shall have the respective meaning set forth below:

1. "School District" means the Wilson Central School District and "Employer."
2. "Board of Education" or "Board" means the Board of Education of the Wilson Central School District and "Employer."
3. "Superintendent" or "Chief School Officer" means the Superintendent of Schools of the Wilson Central School District.
4. "CSEA" means the Wilson School Cafeteria Unit, Local 872, Civil Service Employees Association, Inc., or the Wilson School Cafeteria Unit.
5. "PERB" means the Public Employment Relations Board.
6. "Agreement" means the mutually agreed resolution of all issues by the two parties to the negotiation process.
7. "School Year" means July 1 through June 30.

### **ARTICLE V - NEGOTIATION PROCEDURE**

#### **Section 1. Opening Negotiations**

Either party may request the opening of negotiations not later than December 1 of the year before the Agreement expires. All issues proposed for discussion shall be submitted, in writing by the Union to the Superintendent of Schools, or his designee, at the first meeting. At the next subsequent meeting, the Superintendent shall submit his proposals to the Union in writing. Any and all meetings shall be scheduled mutually by the spokesman for each party.

### **ARTICLE VI - GRIEVANCE PROCEDURE**

#### **Section 1.**

This procedure's purpose is to secure, at the lowest possible administrative level, equitable solutions to grievances of employees through procedures under which they may present grievances free from coercion, interferences, restraint, discrimination or reprisal, and by which

the District and its employees are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

Only grievances dealing with discharge may be arbitrated by employees with non-probationary status.

## **Section 2.**

- A. Throughout all stages the employee must be allowed to have a representative. This may be either an attorney or a person selected by the employee. The Union shall be a party in interest in all stages.
- B. A contract grievance is a dispute concerning the interpretation, application, or claimed violation of a specific term or provision of this Agreement.

### **Stage 1: Immediate Supervisor**

- (a) An employee having a grievance will discuss it in good faith with the Food Service Manager, either directly or through a representative, with the objective of resolving the matter informally.
- (b) If the grievance is not resolved informally, it shall be reduced to writing and presented to the immediate supervisor. Within five (5) workdays after the written grievance is presented to, the Immediate Supervisor shall render a decision thereon, in writing, and present it to the employee, his representative and the Association.

### **Stage 2: Chief Executive Officer**

- (a) If the employee initiating the grievance and/or the Union are not satisfied with the written decision at the conclusion of Stage 1, a written appeal of the decision at Stage 1 may be filed with the Chief School Officer with five (5) workdays after the person has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.
- (b) Within five (5) workdays after receipt of the appeal, the Chief School Officer, or his duly authorized representative shall hold a hearing with the employee, his representative and all other parties in interest.
- (c) The Chief School Officer shall render a decision in writing to the employee, his representative and the Union within ten (10) workdays after the conclusion of the hearing.

### **Stage 3: Board of Education**

- (a) If the employee and/or the Union are not satisfied with the decision at Stage 2, an appeal may be filed in writing with the Board within ten (10) workdays after receiving the decision at Stage 2.
- (b) Within ten (10) workdays after receipt of an appeal, the Board shall hold a hearing on the grievance.
- (c) Within ten (10) workdays after the conclusion of the hearing, the Board shall render a decision, in writing, on the grievance. Such decision shall be promptly transmitted to the aggrieved party and all parties in interest.

**Stage 4. Mediation**

- (a) If the employee and/or the Union are not satisfied with the decision at Stage 3, the matter may be submitted to a mediator selected from a list of three submitted by the Buffalo Office of PERB.
- (b) No determination or opinion of the mediator shall be binding.
- (c) If grievances dealing with discharge cannot be resolved following Stage 3 of the grievance procedure, CSEA may elect to proceed to arbitration by sending a notice of intent to arbitrate within thirty (30) days after receipt of Stage 3 response. An arbitrator's fee and expense, if any, shall be shared equally by CSEA and the District. The arbitrator shall be selected from a panel supplied by the Buffalo Office of PERB.

**ARTICLE VII - DEDUCTIONS AND PAY PERIODS**

**Section 1.**

Employees shall be paid on a bi-weekly basis. The payday schedule will be provided to the CSEA President for distribution to members of the Unit in July of each year.

**Section 2.**

The District hereby authorizes payroll deduction availability for the following purposes:

**2.1** Credit Union as per present Agreement with the Ontario Shores Federal Credit Union.

**2.2** Eastern Niagara United Appeal as follows:

- a. After the presentation of a signed payroll authorization card, deductions shall start on the seventh scheduled payroll of the school year and shall run for twenty (20) consecutive pay periods.

- b. A minimum deduction of \$1.00 per payroll shall be required to take advantage of payroll deduction for this purpose.

**2.3 Dues Deduction (check off) as follows:**

- a. Annual membership dues for members of the Wilson School Cafeteria Unit of the Civil Service Employee Association will be deducted from the salaries of Association members who file a signed "Payroll Deduction Authority" form.
- b. Said deductions, which are to be taken in twenty (20) bi-weekly installments beginning with the seventh payroll of the school year, shall be transmitted at the end of each twenty (20) bi-weekly payroll periods along with the report forms supplied by the Civil Service Employees Association to Civil Service Employees Association, Inc., P.O. Drawer 125, Capitol Station, Albany, New York 12224.
- c. The Association shall certify to the Superintendent in writing any change in the rate of dues at least thirty (30) days prior to the effective date of such change; and in addition agrees that the District shall be safe and held harmless from the deductions and authorizations contained in this Article.

**2.4 CSEA Insurance Program**

The District agrees to deduct, upon proper authorization, for CSEA sponsored insurance programs.

**ARTICLE VIII - EMPLOYEE CONDUCT AND DRESS**

- 1.1 All employees are expected at all times to conduct themselves in a courteous, friendly and business-like manner, remembering they are representing Wilson School District.
- 1.2 Employee misconduct or any action that is an unsafe nature shall be reason for administrative reprimand. Misconduct shall include but not be limited to violations of law or school board policy as well as administrative rules and regulations. Repeated misconduct shall be just cause for suspension without pay and/or dismissal.
- 1.3 Employees are expected to be in full uniform and at their workstation at their scheduled starting work time. A quarter hour deduction of their hourly rate shall be deducted for tardiness. Habitual tardiness is just cause for administrative reprimand and suspension without pay and/or dismissal.
- 1.4 All food service employees must adhere to the Food Service Employees Uniform Regulations as provided by the Cafeteria Manager.
- 1.5 The District's Cafeteria Manager will provide two (2) aprons and a hat per year at the District's expense. A \$80.00 uniform reimbursement allowance (sales tax is not reimbursable) over and above the provided apron and hat will be provided to all Board of



Education appointed permanent school food service employees on or about November 10 of each school year. Receipts are to be submitted to the Cafeteria Manager by November 1. The uniform reimbursement will be \$90.00 for 2002-2003, \$100.00 for 2003-2004, and \$110.00 for 2004-2005.

## **ARTICLE IX - ABSENCES**

### **Section 1 - Sick Leave**

- 1.1 Employees will be entitled to ten (10) sick days per year. Said sick leave will become effective July 1 of each school year and is accumulative to a total of 300 days for actual sick leave purposes only.
- 1.2 Blank card forms requesting pay for sick leave, which are obtainable from the Cafeteria Manager, must be submitted for each employee. Requests for pay for four (4) consecutive days or more of sick leave must be verified with a doctor's statement.
- 1.3 New hires will not receive any sick leave benefits until they have been employed for three (3) consecutive months.

### **Section 2 - Death In the Immediate Family**

- 2.1 Employees will receive three (3) bereavement days for death in the immediate family of the employee or his/her spouse. The immediate family consists of parents, children, spouse, brother or sister, grandparents and grandchildren.
- 2.2 Blank card forms requesting pay for absences resulting from a death in the immediate family are obtainable from the Cafeteria Manager and must be submitted by each employee.

### **Section 3 - Death, Other Than in Immediate Family**

- 3.1 Employees will receive one (1) day for death other than immediate family. The day shall be deducted from the employee's sick leave.
- 3.2 Blank card forms requesting pay for absences resulting from death other than family are available from the Cafeteria Manager and must be submitted by each employee.

### **Section 4 - Illness in the Immediate Family**

- 4.1 Full salary for a period not to exceed three (3) days per year will be paid to employees when absent due to an illness in the immediate family as described above. Leave shall be deducted from accumulated sick leave.
- 4.2 Blank card forms requesting pay for absences resulting from family illness are available from the Cafeteria Manager and must be submitted by each employee.

## **Section 5 - Personal Business**

- 5.1 Employees will be entitled to two (2) personal business days per year after 90 days of employment. Personal business days shall be used for those business transactions of a personal nature that are impossible to transact outside the normal workday.
- 5.2 Blank card forms requesting pay for absences resulting from personal business are available from the Cafeteria Manager and must be submitted by each employee.
- 5.3 Twenty-four (24) hours notice shall be given for use of personal business days with the express permission of the Cafeteria Manager. The employee will be required to submit to the Superintendent, or his representative, the reason for requesting the personal business day(s) at which time the Superintendent may accept or reject same.
- 5.4 Unused personal business days will accumulate as sick days.
- 5.5 Under no conditions shall the personal business days be used to extend holidays, to provide entertainment related activities or to seek employment.

## **Section 6 - Child Rearing Leave**

- 6.1 Child rearing leave shall be available to both male and female employees without pay.
- 6.2 Child rearing leave may be taken to promote the well-being of a newborn or newly adopted child.

## **Section 7 - Jury Duty**

Any employee who is summoned to serve on jury duty shall be granted a necessary absence on order of the court with full salary. The pay for jury duty shall be refunded to the District; expense allowance to be retained by the employee.

# **ARTICLE X - RETIREMENT AND TERMINAL LEAVE PAY**

## **Section 1 - Retirement**

- 1.1 The Retirement Plan for employees hired after July 1, 1976 shall conform to the requirements of Chapter 414, Laws of 1983, Article 15 entitled "Coordinated Retirement Plan" which replaces the Article 14 "Coordinated-Escalator Retirement Plan."
- 1.2 Effective July 1, 1985, the District will offer its Tier 1 and Tier II employees (i.e. those enrolled prior to July 1, 1976) the benefits of the Non-Contributory Career Plan (Section 75-g). This plan was adopted concurrently with the Improved Non-Contributory Plan (Section 75-e) on June 13, 1984.

1.3 It is understood that eligibility for Retirement System Membership (and the concomitant Social Security coverage) must follow the requirements as laid out in the "Social Security Accounting and Reporting Guide for Public Employers."

1.4 Effective April 1, 1983, employees are eligible for Section 41-j of the Retirement Law.

## **Section 2 - Terminal Leave Pay**

2.1 The District will pay a retiring employee \$28.00 per day for the contract year 2002-2003 for all sick leave accumulated over 75 days and up to 300 days at the time of retirement. The maximum terminal leave pay shall be \$6,300.00.

The District will pay to a retiring employee \$29.00 per day for the contract year 2003-2004 for all sick leave accumulated over 75 days and up to 300 days at time of retirement. The maximum terminal leave pay shall be \$6,525.00.

The District will pay to a retiring employee \$30.00 per day for the contract year 2004-2005 for all sick leave accumulated over 75 days and up to 300 days at time of retirement. The maximum terminal leave pay shall be \$6,750.00.

2.2 Terminal leave pay will be paid only under the following conditions:

- a. The employee must notify the Superintendent in writing of the intent to retire by February 1 of the year prior to the school year of retirement
- b. The employee must be qualified to retire under the New York State Employees Retirement System.
- c. The employee must have served twenty (20) years or more in the Wilson Central School District.
- d. Failure by the employee to meet the notification requirement will result in the employee automatically losing the right to terminal leave pay.

## **ARTICLE XI - HEALTH INSURANCE**

### **Section 1. - Insurance**

1.1 Health insurance will be available to all food service employees working twenty-five (25) hours or more per week at a cost of 50% of the annual premium in the District's health insurance plan or the HMO. Employees participating in the District's health insurance plan prior to July 1, 1989, will continue to be treated as per the schedule for CSEA employees.

1.2 Dental insurance will be available to all food service employees working twenty-five (25) hours or more per week at a cost of \$58.35 annually for single coverage and \$177.55

annually for family coverage. Employees participating in the District's dental insurance plan prior to July 1, 1989, will continue to be treated as per the schedule for CSEA employees.

**Section 2. Reporting Injury**

If an employee is injured while on duty, the employee must promptly report the injury to his/her immediate supervisor at the earliest possible time that circumstances permit. The employee shall make every reasonable effort to report the injury not later than twenty-four (24) hours after the injury occurred.

The reporting requirement noted above is not applicable for occupational illness or disease that may have occurred over a long period of time.

**ARTICLE XII - HOLIDAYS**

All employees will receive Memorial Day as a paid holiday.

**ARTICLE XIII - WAGES**

**Section 1.**

- 1.1 Employees will be paid bi-weekly throughout the school year as per the payroll schedule for all school employees.
- 1.2 Permanent employees will be paid equal paychecks throughout the year based on the following formula: Number of hours per day X rate of pay per hour X 175 divided by 21 pay periods.
- 1.3 Employees shall be paid for emergency school closings.

**SALARY SCHEDULE  
JULY 1, 2001-JUNE 30, 2002  
Retroactive to July 1, 2001 (4%)**

<b>STEP</b>	<b>FSH/MON</b>	<b>ASST. COOK</b>	<b>COOK</b>
1	\$6.48	\$8.01	\$9.55
2	\$6.76	\$8.30	\$9.84
3	\$7.05	\$8.58	\$10.12
4	\$7.33	\$8.86	\$10.39
5	\$7.61	\$9.20	\$10.80

**SALARY SCHEDULE**  
**JULY 1, 2002-DECEMBER 31, 2002**  
**Retroactive to July 1, 2002 (4%)**

<b>STEP</b>	<b>FSH/MON</b>	<b>ASST. COOK</b>	<b>COOK</b>
1	\$6.74	\$8.33	\$9.93
2	\$7.03	\$8.63	\$10.23
3	\$7.33	\$8.92	\$10.52
4	\$7.62	\$9.21	\$10.81
5	\$7.91	\$9.57	\$11.23

**SALARY SCHEDULE**  
**JANUARY 1, 2003-JUNE 30, 2003**  
**Retroactive to January 1, 2003 (\$.50)**

<b>STEP</b>	<b>FSH/MON</b>	<b>ASST. COOK</b>	<b>COOK</b>
1	\$7.24	\$8.83	\$10.43
2	\$7.53	\$9.13	\$10.73
3	\$7.83	\$9.42	\$11.02
4	\$8.12	\$9.71	\$11.31
5	\$8.41	\$10.07	\$11.73

**SALARY SCHEDULE**  
**JULY 1, 2003-JUNE 30, 2004 (4%)**

<b>STEP</b>	<b>FSH/MON</b>	<b>ASST. COOK</b>	<b>COOK</b>
1	\$7.53	\$9.18	\$10.85
2	\$7.83	\$9.50	\$11.16
3	\$8.14	\$9.80	\$11.46
4	\$8.44	\$10.10	\$11.76
5	\$8.75	\$10.47	\$12.20

**SALARY SCHEDULE**  
**JULY 1, 2004-JUNE 30, 2005 (4%)**

<b>STEP</b>	<b>FSH/MON</b>	<b>ASST. COOK</b>	<b>COOK</b>
1	\$7.83	\$9.55	\$11.28
2	\$8.14	\$9.88	\$11.61
3	\$8.47	\$10.19	\$11.92
4	\$8.78	\$10.50	\$12.23
5	\$9.10	\$10.89	\$12.69

## **ARTICLE XIV - SENIORITY**

### **Section 1**

Seniority may be one of but not the sole factor taken into consideration for promotion, reduction in forces, layoff and recall. Other considerations, which shall be deemed primary considerations, are qualifications and physical ability.

### **Section 2**

Continuous service shall be defined as the last period during which an employee has continually had seniority. Subject to the Civil Service Law, an employee shall lose his seniority upon the following:

- 1) Resignation (except where reinstated within a period permitted by applicable provisions of the Civil Service Law or retirement)
- 2) Discharge
- 3) Refusal of a recall to employment
- 4) Layoff for a period exceeding six (6) months

### **Section 3**

The relative seniority of two (2) or more employees appointed on the same day shall be determined by the order of the names listed in the Board resolution

### **Section 4**

All openings within the bargaining unit shall be posted for a reasonable period of time, but not less than five (5) days. The CSEA president shall receive a copy of all postings at the time of the posting.

The posting will indicate the following:

- 1) Job Title
- 2) Location of Work
- 3) Rate of Pay
- 4) Location Where Application May be Made
- 5) Description of Duties

Such other information as the Superintendent shall deem necessary may also be included.

## **Section 5**

Whenever promotion and job opening situations arise and two or more employees are deemed equal in qualifications and physical ability as determined solely by the Superintendent, then and only then shall action be based solely on seniority.

## **Section 6**

Seniority is the length of an employee's continuous service with the District. Workers' Compensation and maternity leave up to six months shall be considered continuous service for the purpose of seniority. Leaves of absence without pay are not considered continuous service.

## **Section 7**

An employee shall retain the right of recall for two calendar years from the date of layoff.

## **ARTICLE XV - MISCELLANEOUS PROVISIONS**

- A.** Out of Title Work - No employee shall be assigned out-of-title work for more than five consecutive workdays without additional compensation as follows:  
  
After the fifth consecutive day, the employee shall be paid thirty-five (\$.35) cents more than the employee's regular rate of pay.
- B.** Employees who are asked to work in excess of forty (40) hours per week shall be paid at time and one-half.
- C.** Employees who are asked by the Cafeteria Manager to work catering activities shall be paid at time and one-half for work beyond their normal work day.
- D.** Substitute employees will be placed on Step 1 of the Salary Schedule after the twentieth consecutive day of work.
- E.** Employees are permitted to participate in the District's Flexible Spending Plan (IRS-Section 125).
- F.** Employees who work five (5) hours or more are entitled to a paid fifteen (15) minute break.
- G.** Employees may have a thirty (30) minute unpaid lunch period after all students have been served. A free Class "A" lunch will be available provided that the lunch is consumed in the Cafeteria.
- H.** The Cafeteria Manager must evaluate the Head Cooks no later than March 31 of each school year. Head Cooks must evaluate Assistant Cooks and Food Service Helpers no later than March 31 of each school year and provide a copy to the employee.

- I. Following execution of this Agreement and all amendments, copies shall be prepared at the expense of the Board and distributed to each employee covered by this Agreement.
- J. No member shall suffer any disadvantage by reason of his membership in the union or participation in its lawful activities.
- K. The union and the superintendent shall attempt to develop a mutually satisfactory in-service program. The Association may submit suggestions to the Superintendent for in-service needs.
- L. The District shall attempt to supply a statement of duties and/or job description for each position.
- M. Conferences - The District will make its best effort to notify the food service helpers in advance and as soon as possible of conferences/meetings. Employees attending will be paid at their regular rate of pay.



**ARTICLE XVI - IMPLEMENTATION OF AGREEMENT**

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

Section 204 (a), Public Employees' Fair Employment Law

This Agreement shall become effective as of July 1, 2001, and shall continue in effect through June 30, 2005.

In witness whereof the parties have hereunto set their hand and seals this 28<sup>th</sup> day of

May 2003

Wilson Central School Cafeteria Unit  
Local 872  
C.S.E.A.

By: Nina M. Mowell  
Nina Mowell, CSEA Cafeteria Unit President

By: Dom Luna  
Dom Luna, CSEA Labor Relations Specialist

**WILSON CENTRAL SCHOOL DISTRICT  
STATE OF NEW YORK**

By: Michael S. Wendt  
Michael S. Wendt, Chief School Officer