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

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**COLLECTIVE NEGOTIATIONS AGREEMENT**

**BETWEEN**

**THE SUPERINTENDENT OF SCHOOLS  
OF FRONTIER CENTRAL SCHOOL DISTRICT**

**AND**

**FRONTIER CENTRAL EMPLOYEES'  
ASSOCIATION**

7/1 6/30  
**2008-2011**

**RECEIVED  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

**DEC 08 2009**

**ADMINISTRATION**



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## **PREAMBLE**

Whereas the New York State Public Employment Relations Board in its Case Nos. C-2284 and C-2293 has certified the Frontier Central Employees' Association as the exclusive representative for the purpose of collective negotiations and the administration of grievances of the employees of the Frontier Central School District -- Hamburg Township in the following employer-employee negotiating unit:

Included: Account Clerk Typist, Auto Mechanic, Bus Attendant, Bus Driver, Campus Monitor, Cleaner, Clerk, Clerk Typist, Computer Aide, Cook A, Cook B, Continuing Education Administrative Aide, Custodian, Extended Day Care Provider, Electronic Publishing Machine Operator, Food Service Helper, Groundswoker, Laborer, Laundry Worker, Lifeguard, Maintenance Mechanic, Maintenance Mechanic Helper, Messenger, Microcomputer Technical Support Specialist, Motor Equipment Operator, Payroll Clerk, Registered Nurse, School Lunch Monitor, Senior Account Clerk Typist (Business Office), Senior Clerk Typist, Technical Specialist/Computers, and Teacher's Aide.

Excluded: Director of Facilities, District Clerk, District Treasurer, Executive Housekeeper, Grounds Crew Chief, Head Bus Driver, Head Custodian, Internal Auditor, Maintenance Crew Chief, School Lunch Manager, Secretary to the Superintendent of Schools, Secretary to the Assistant Superintendent(s) of Schools, and Supervisor of Transportation.

The District and the Association now agree to the following:

### **ARTICLE 1. CONCERNING THIS AGREEMENT**

#### **Section 1.1 Definitions**

- 1.1.1 "District" means the Frontier Central School District -- Hamburg Township and applies to all persons (e.g., the Superintendent of Schools, administrators, supervisors) and bodies (e.g., the Board of Education) authorized to act on behalf of the District.
- 1.1.2 "Board" means the Board of Education of the District and applies only when it is intended that the Board itself shall act or refrain from action.
- 1.1.3 "Superintendent of Schools" means the person appointed by the Board to serve on a regular or acting basis as the Superintendent of Schools. Anything which this Agreement requires or permits the Superintendent to do may be done by a person designated by the Superintendent.

- 1.1.4 "Association" means Frontier Central Employees' Association and applies to all persons authorized by the Association to act on its behalf.
- 1.1.5 "Employee" means a person in a position included in the unit described in the Preamble to this Agreement, but does not mean such a person who is a temporary employee or who is regularly scheduled to work less than ten hours per week for the District. As used in this paragraph 1.1.5, "temporary employee" means both: (i) an employee hired to replace an incumbent employee who is absent or is on vacation; and (ii) an employee hired to fill a position which itself will exist only on a temporary basis (i.e., less than six months) by reason of the source of its funding or other reason. The District shall give the Association written notice of each temporary employee hiring.
- 1.1.6 "Party" means the District or the Association.
- 1.1.7 "Parties" means the District and the Association.
- 1.1.8 "Agreement" means this Agreement, all appendices referred to in this Agreement and all amendments to this Agreement.
- 1.1.9 "Amendment" means a change in the provisions of this Agreement made during its term by mutual consent of the parties.
- 1.1.10 "Fiscal year" means the period which begins at 12:01 a.m. on July 1st of each year and ends at midnight on the next following June 30th.
- 1.1.11 "Full-time employee" means an employee who is regularly scheduled to work at least 10 months of the school year and at least:
- 20 hours per week in the case of bus drivers and bus attendants.
  - 20 hours per week for food service employees.
  - 23.75 hours per week for extended day care providers.
  - 25 hours per week for cleaners.
  - 30 hours per week for teacher's aides.
  - 33.75 hours per week for school nurses.
  - 35 hours per week in the case of laundry workers, computer aides, campus monitors, and clerical employees.
  - 40 hours per week in the case of all other employees.

- 1.1.12 "Part-time employee" means an employee who is regularly scheduled to work at least 10 months of the school year and at least 10 hours per week but less than the hours per week required of a regular full-time employee.
- 1.1.13 "Execution date" means the date identified as such under the heading "SUBSCRIPTION" of this Agreement which shall be the date on which the parties both sign this Agreement or, if the parties sign on different dates, then the latest date on which a party signs.
- 1.1.14 "Active payroll" includes only the time when the employee is being paid for working, is on paid leave time pursuant to this Agreement, or is being paid Workers Compensation Law benefits for time lost from work, as opposed to the time when the employee is on unpaid status such as absent, on unpaid leave or on layoff.
- 1.1.15 "Unit" and "negotiating unit" each means the employer-employee negotiating unit as set forth in the Preamble of this Agreement.
- 1.1.16 "Working day" means a day when the person required to take action (an employee or an official of the District as the case may be) is normally scheduled to work.
- 1.1.17 "School year" means the period from and including September 1<sup>st</sup> of one calendar year through and including June 30<sup>th</sup> of the immediately succeeding calendar year.

## **Section 1.2 Duration**

- 1.2.1 The term of this Agreement begins at 12:01 a.m. on July 1, 2008 and shall end at midnight on June 30, 2011, unless a successor agreement has not been concluded by the later date.
- 1.2.2 Each provision of this Agreement goes into effect when the term of this Agreement begins, unless the provision in question expressly states a different beginning date in which case such different date shall apply.

## **Section 1.3 Amendments and Waivers**

- 1.3.1 No provision of this Agreement may be deleted, waived or changed, and no provision may be added to this Agreement by implication or by any other means other than a written and dated amendment to this Agreement signed by authorized representatives of each party.
- 1.3.2 During the term of this Agreement, either party may propose an amendment to this Agreement, but neither party shall have the right to insist upon negotiating any matter whether or not referred to in this Agreement; however, this shall not preclude negotiating for a successor to this Agreement.

## **Section 1.4 Interpretation and Legal Effect**

- 1.4.1 Except when this Agreement says otherwise, the following rules apply in interpreting this Agreement:
- (a) A word used in the one gender applies also in the other gender.
  - (b) A word used in the singular number applies also in the plural.
  - (c) Language in this Agreement is to be construed as strictly against one party as against any other. It is immaterial which party suggested it.
  - (d) Each lettered appendix referred to in this Agreement (for example, "Appendix A") is a part of this Agreement and is incorporated in this Agreement by reference.
  - (e) Giving notice to the District means giving notice in writing to the Superintendent by delivering it to him in person (in which case he shall sign a receipt therefore) or by sending it to him by registered or certified mail or telegram addressed to him at Frontier Central School District, 5120 Orchard Avenue, Hamburg, New York 14075.
  - (f) Giving notice to the Association means giving notice in writing to the President of the Association by delivering it to him in person (in which case he shall sign a receipt therefore) or by sending it to him by registered or certified mail or telegram addressed to him at his home address as shown on the books of the District.
- 1.4.2 This Agreement constitutes the entire and complete record of the binding commitments between the parties. From and after the Execution Date of this Agreement, no other document shall constitute a binding commitment between the parties unless it is (i) dated on or after such execution date and (ii) signed by a duly authorized representative of each party.
- 1.4.3 No provision of this Agreement shall be interpreted so as to be in conflict with any provision of law. If this Agreement requires a party or a person to do anything that is prohibited by law, the obligation is invalid, but all other obligations imposed by this Agreement remain valid.
- 1.4.4 If a court of competent jurisdiction determines that a provision of this Agreement or an application thereof is invalid, such determination shall not affect the validity of any other provision or application of this Agreement.
- 1.4.5 Neither party is obliged to continue any practice or policy except to the extent, if any, set forth expressly in a particular provision of this Agreement.

- 1.4.6 Except when a particular provision of this Agreement expressly says otherwise, no provision of this Agreement shall be construed to require the District to guarantee to any employee any type, amount or period of work.
- 1.4.7 Any provision of this Agreement which cites a law, rule or regulations is intended to be and shall be interpreted as being only a descriptive summary of such law, rule or regulation having the force or effect of law. With respect to the subject matter of any such provision of this Agreement, it is the intention of the parties that the provisions of the cited law, rule or regulation shall control.
- 1.4.8 Any individual arrangement, agreement or contract between the District and an employee heretofore executed shall be subject to and consistent with the minimum terms and conditions of employment expressed in this Agreement. Any individual arrangement, agreement or contract hereafter executed may exceed, but may be no less than, the terms and conditions of employment expressed in this Agreement. If an individual arrangement, agreement or contract contains any terms or conditions inconsistent with this Agreement, this Agreement shall be controlling to the extent of the minimum terms and conditions of employment expressed in this Agreement.
- 1.4.9 This Agreement supercedes any rule, regulation, or practice of the District the continuance of which would violate an express provision of this Agreement.

## **ARTICLE 2. ASSOCIATION - DISTRICT RELATIONS**

### **Section 2.1 Negotiation of a Successor Agreement**

- 2.1.1 If either party desires to negotiate a successor to this Agreement, it shall so notify the other party in writing not earlier than March 1<sup>st</sup>, nor later than March 10<sup>th</sup>, of the last fiscal year of this Agreement. Collective negotiations with respect to modification shall begin not later than April 10<sup>th</sup> of the last fiscal year of this Agreement.
- 2.1.2 If notice is given pursuant to paragraph 2.1.1 of this Agreement, the party giving such notice must transmit therewith not less than ten (10) copies of its written proposals for changing, adding to, or deleting from the provisions of this Agreement. Not later than the fifteenth (15<sup>th</sup>) day following receipt of the notice and such proposals, the other party must transmit to the notifying party not less than ten (10) copies of its written proposals for changing, adding to or deleting from the provisions of this Agreement.
- 2.1.3 After the exchange of proposals required by paragraph 2.1.2 of this Agreement, neither party shall submit new or additional proposals without the consent of the other party, but either party may modify or withdraw any one or more of its own proposals and may submit counterproposals with respect to the subject matter of

the other party's proposals. Such modifications of proposals and such counterproposals must be reduced to writing by the party making them upon request of the other party.

- 2.1.4 Following the transmission of the last set of proposals required to be transmitted by paragraph 2.1.2 of this Agreement, the parties shall meet to begin collective negotiations not later than the date required by paragraph 2.1.1 of this Agreement. At that meeting and each subsequent meeting, the parties shall set the date for the next collective negotiations meeting, if any, but such date may be changed thereafter by mutual consent of the principal spokespersons for the parties.
- 2.1.5 Each party shall transmit, with the proposals required by paragraph 2.1.2 of this Agreement, the name, address and telephone number(s) of its principal spokesperson for collective negotiations and the name of each member of its negotiating team. All correspondence with respect to the negotiations shall be conducted between the principal spokespersons.
- 2.1.6 Each provision of a new or modified agreement which has been tentatively agreed to by the negotiation teams of both parties, as evidence of such tentative agreement, shall be reduced to writing, dated with the date upon which such tentative agreement was reached, and initialed by the principal spokesperson of each party. The proposed new or modified agreement must be submitted to the Board and the membership of the Association for ratification.
- 2.1.7 Negotiations shall take place in the building where the Superintendent's office is located unless the parties agree on a different location.
- 2.1.8 The parties may by mutual consent change any time limit set forth in this Section 2.1, provided that any such extension must be evidenced by a written memorandum signed by both parties. Consent to an extension must not be withheld unreasonably by either party.
- 2.1.9 After the proposed new or modified agreement has been ratified as provided in paragraph 2.1.6 of this Agreement, four duplicate original copies thereof shall be signed by the Superintendent of Schools, who shall retain two signed copies, and by the President of the Association who shall also retain two signed copies. Each party is hereby authorized to reproduce as many additional copies thereof as it needs. The District is required to distribute copies to all persons then in the unit or who thereafter comes into the unit after the new agreement is signed.

## **Section 2.2 Dues Deductions**

- 2.2.1 Association membership dues shall be deducted from the wages of each employee who has voluntarily signed a form authorizing such deduction provided that the form has been delivered to the office of the Superintendent not later than the last

day of the payroll period immediately preceding the period during which the first deduction for that employee is to be made. Deductions for an individual employee shall continue to be made until and including the payroll period during which the District has received from the employee a written statement signed by him revoking his dues deduction authorization. Agency fees shall be deducted from the wages of each employee who has not delivered a dues deduction authorization to the office of the Superintendent or who has revoked a previously delivered authorization.

- 2.2.2 Not later than August 15<sup>th</sup> of each fiscal year, the Association shall deliver to the office of the Superintendent a written notice, signed by an officer of the Association, stating the amount of dues to be deducted for each employee for each payroll period of that fiscal year. The District shall transmit the total amount of dues deducted not later than the fifth working day after each payday on which deductions are made.
- 2.2.3 The Association shall hold the District harmless against any and all suits, claims, demands and liabilities arising out of an action of the District in connection with this Section 2.2.

### **Section 2.3 Use of District Facilities**

- 2.3.1 On school days prior to regular school hours as well as after school, the Association shall have the privilege of using District buildings without cost for meetings if the building and/or rooms are available; provided, however, that the Association will pay the cost of additional custodian services incurred by the District as a result of such meetings. The Association shall submit in writing on the form provided by the District its request for such use to the principal of the building in question at least 24 hours in advance of the requested meeting. Use of school facilities on all other occasions shall be determined in compliance with District policies.
- 2.3.2 One bulletin board in each building which is owned by the District and to which unit employees regularly report for work shall be reserved for use by the Association for notices of Association meetings, elections and other Association business posted thereon by Association officers. Obscene or salacious material and material critical of any official or employee of the District shall not be posted and may be summarily removed by the District if it is so posted. Each item posted shall be dated with the date of first posting and shall bear the initials of the Association officer who posted it. Any item not so dated and initialed may be summarily removed by the District. A copy of each item posted shall be delivered to the office of the Superintendent of Schools on the day it is first posted.



- 2.3.3 Association material may be distributed through the District's inter-building courier system to designated representatives of the Association. That representative in turn shall have access to employee mailboxes for the purpose of placing therein Association material. A copy of any such material which is to be distributed to all employees in the unit shall be given to the administrator in charge of each building and the supervisor in charge of each area on the day it is distributed to unit employees.
- 2.3.4 The District and the Association shall make available to each other upon reasonable request any and all relevant documents, written communications and records concerning matters under negotiation or necessary for the enforcement of this Agreement.
- 2.3.5 Upon reasonable notice to the Assistant Superintendent for Personnel, the Association shall be permitted to use available typewriters, computers, printers, and copying equipment for official Association business.

### **ARTICLE 3. GRIEVANCE PROCEDURE**

#### **Section 3.1 General Rules**

- 3.1.1 Only a violation of this Agreement may be grieved. A District act or decision not explicitly prohibited by this Agreement cannot be grieved.
- 3.1.2 A grievant is an employee, a group of employees, or the Association, who submit a grievance under the following conditions:
  - (a) If a single employee submits the grievance, it shall be submitted to the employee's immediate supervisor at Step 1.
  - (b) If a group of employees all have the same supervisor and are affected by the same act or failure to act of the District, they shall all sign the same grievance form and the matter shall be processed as though it were a grievance submitted by a single employee.
  - (c) If an act or failure to act of the District affects all, or substantially all, of the employees in the unit, the Association shall submit a single grievance form on behalf of all the employees so affected directly at Step 2.
  - (d) If the violation is of a right of the Association set forth in this Agreement (e.g. use of buildings, dues deduction, use of mail boxes), the Association shall submit the grievance on its own behalf directly at Step 2.
- 3.1.3 An employee shall perform all duties as instructed even though he may feel himself aggrieved unless the employee reasonably perceives that to carry out the instruction would be injurious to his health.

- 3.1.4 As used in this Article 3, "supervisor" means:
- (a) with respect to transportation employees
    - the Supervisor of Transportation/or Superintendent's Designee
  - (b) with respect to food service employees
    - the School Lunch Manager
  - (c) with respect to custodial, maintenance and grounds employees
    - the Director of Facilities
  - (d) with respect to central office employees
    - the administrator or supervisor for whom the employee works
  - (e) with respect to all other employees
    - the Building Principal of the building in which the employee works
- 3.1.5 It is essential that the time limits set forth in this Article 3 be strictly adhered to by the parties and the employees. However, the parties may by mutual consent extend any such time limit, provided that such extension must be evidenced by a written memorandum dated and signed by an authorized representative of each party. Consent to an extension must not be withheld unreasonably by either party.
- 3.1.6 Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate representative of the District and having the grievance informally adjusted without intervention of the Association provided the adjustment is not inconsistent with the minimum terms and conditions of employment set forth in this Agreement. In the event that any such grievance is so adjusted, while it shall be binding upon the aggrieved employee and shall in all respects be final, it shall not create a precedent or ruling binding upon either party.
- 3.1.7 If an answer is not given on or before the last day of a time limit set in Section 3.2 of this Agreement, the grievance may be appealed as though the answer had been given on such last day. If an answer given at one step is not appealed to the next step on or before the last day of a time limit set in Section 3.2 of this Agreement, the grievance will be deemed satisfied by the last answer given and further appeal will be barred.
- 3.1.8 The purpose of the grievance procedure set forth in this Article 3 is to provide an exclusive method for resolving differences. Therefore, before submitting a grievance, the employee should decide between submitting a grievance or commencing a proceeding before a judicial, administrative or legislative body or person for resolution, because it is agreed that:

- (1) submitting a grievance bars the employee and the Association from then or later commencing any judicial, administrative or legislative proceeding involving the same act or failure to act of the District as is the subject of the grievance; and
  - (2) commencing a judicial, administrative or legislative proceeding bars the employee and the Association from then or later submitting a grievance involving the same act or failure to act of the District as is the subject of the proceeding.
- 3.1.9 To submit a written grievance, the grievant must answer fully all the questions on the Grievance Form shown in Appendix A of this Agreement.
- 3.1.10 The purpose of the grievance procedure is twofold. The first purpose is to bring out all the facts relevant to the grievances. The Association, the District, the grievants and all persons present who have knowledge of such facts are obligated to bring them forth at such meetings. The second purpose is to explore possible settlements of the grievance.
- 3.1.11 The parties will facilitate the investigation of facts relevant to any grievance which is unresolved and each party will make available to the other all documents in its possession which pertain to the facts of the grievance, but shall not apply to correspondence or other documents (other than actual grievance answers) among District officials or among Association officials pertaining to how a grievance should be handled.
- 3.1.12 An Official Grievance Record shall be maintained in the office of the Superintendent. It shall consist of the grievance, all answers to the grievance, the arbitration demand, the arbitrator's award, the parties' briefs to the arbitrator, all exhibits given to the arbitrator and the verbatim transcript of the arbitration hearing to the extent that such documents exist. The Official Grievance Record shall be available only to the grievant and the parties, but not to the public unless required by law.

### **Section 3.2 Procedure**

- 3.2.1 Step 1. Prior to submitting a written grievance, an employee and/or his Association representative must discuss the matter to be grieved with his supervisor. A written grievance must be submitted on the form shown in Appendix A of this Agreement by the grievant to his supervisor not later than the tenth working day after the day on which occurred the act or failure to act of the District which is the subject of the grievance. If that act or failure to act of the District is considered to be a "continuing" matter, the written grievance must be submitted not later than the tenth working day after the day on which the "continuing" act or failure to act began. If a grievance is not submitted within the time limit specified in whichever of the second or third sentences of this

paragraph 3.2.1 applies, the grievance is barred and the District need not consider a grievance submitted after the applicable time limit. The supervisor has ten working days after the day on which the grievance was submitted to answer the grievance in writing. During that ten working day period, the supervisor and the grievant shall meet to discuss the grievance further if either so requests. Others who have knowledge of the matter shall also meet with the supervisor if he so requests. If the grievant is not satisfied with the answer, he has ten working days after the day on which his supervisor gave him the answer to appeal the grievance in writing to the Superintendent.

- 3.2.2 Step 2. Not later than the fifth working day after the day on which a grievance appeal is received by the Superintendent, the parties must agree on a date for a Step 2 meeting among the grievant, a representative of the Association if desired by the grievant, the Superintendent, and others who have knowledge of the matter. The Superintendent must answer the grievance in writing not later than the tenth working day after the day on which the Step 2 meeting was held.

### **Section 3.3 Arbitration**

- 3.3.1 If the grievant and the Association are not satisfied with the Superintendent's answer to the grievance, the Association may appeal it to arbitration not later than the fifteenth working day after delivery of the written answer; otherwise the grievance will be deemed to have been satisfied by the Superintendent's answer. The Association shall appeal the grievance by mailing a letter to the American Arbitration Association ("AAA") (with a copy to the Superintendent) which shall specifically identify the grievance by the name of the grievant and the date thereof as shown on the written grievance and which shall request the AAA to send to each party a list of 20 names of arbitrators. Within ten working days of receipt of such list, each party shall return its copy of the list to the AAA with the names unacceptable to it crossed off and all others, if any, numbered in order of the party's preference. The AAA shall then name as arbitrator the person most preferred by the parties as indicated on the list, but if there is no mutual choice, then the AAA shall send each party a second list and the foregoing procedure will be repeated. If there is no mutual choice from the second list, the AAA shall name another person to serve as arbitrator.
- 3.3.2 The arbitration shall be held in accordance with the Voluntary Labor Arbitration Rules of the AAA so far as they are consistent with this Agreement. The fees and expenses of the arbitrator shall be shared equally by the parties, but all other expenses of the arbitration shall be borne solely by the party which incurred them. The arbitrator shall have power to interpret this Agreement as it applies to a grievance properly submitted to him, to decide whether or not the Agreement has been violated as alleged in the grievance, and if so to decide what the appropriate remedy shall be. The arbitrator shall have no power to add to, subtract from, or otherwise modify this Agreement or to substitute his judgment for the judgment of the District in matters which this Agreement leaves to the judgment of the

District. The decision of the arbitrator shall be final and binding on the parties and the employees.

## **ARTICLE 4. TIME OFF FROM WORK**

### **Section 4.1 Absences**

- 4.1.1 An employee is absent when he does not work any of the hours which he is expected to work on a given day. An employee is absent without leave when he does not report his need to be absent in advance or call in concerning the reason for his absence, whichever is required in the situation. An excused absence is one which the employee's supervisor has excused. An unexcused absence is one which the employee's supervisor has not excused. An employee is tardy when he reports for work after the assigned reporting time but works the balance of the hours which he was expected to work for that day. Tardiness may be either excused or unexcused by the employee's supervisor. An early quit is the name for the situation when an employee at work leaves work before he completes the hours he is expected to work on that day.
- 4.1.2 If an employee knows in advance that he will have to be absent on a certain day, the employee should tell his supervisor on the earliest possible work day in order to allow as much time for planning as possible. Of course, time limits for notice of certain kinds of leaves of absence must be complied with as set forth elsewhere in this Agreement. If an employee who had no advance knowledge of the need to be absent finds on a given day that he is unable to report for work or will be tardy, he must speak with his supervisor or designee and state the reason for his absence or tardiness. This must be done not less than two hours before the employee's reporting time unless the employee's starting time is later than midnight but earlier than 8:00 a.m., in which case this must be done not less than one hour before the employee's reporting time. However, the supervisor may by written rule posted in the areas where his employees work (with a dated copy sent to the Superintendent and the President of the Association) provide for a later call-in time so long as that call-in time is sufficient to allow the supervisor time to find replacements if necessary.
- 4.1.3 When an employee calls in to his supervisor to report absence or tardiness, he must tell his supervisor the reason for the absence or tardiness. If absent, he must tell the supervisor when he expects to return to work. If tardy, he must tell the supervisor at what hour he expects to report to work. The supervisor shall then tell the employee whether the absence or tardiness is excused or unexcused. The supervisor shall report the reason for the absence or tardiness and whether excused or unexcused on the appropriate time records of the District.
- 4.1.4 An employee shall not leave work before his scheduled quitting time ("early quit") without the permission of his supervisor.

- 4.1.5 An absence without leave, an unexcused absence, an unexcused tardiness, and an early quit without permission of the supervisor are all without pay and are all matters for which an employee can be disciplined.
- 4.1.6 An absence without leave not exceeding one work day will not be subject to discipline if the employee can demonstrate that he was unable to call in because of circumstances entirely beyond the employee's control and that the absence would have been excused if he had been able to call in. Similarly, an employee will not be disciplined for an early quit without the permission of the supervisor if he can demonstrate that he was unable to obtain that permission because of circumstances entirely beyond the employee's control and that the early quit would have been excused if the circumstances had made it possible to obtain the supervisor's permission.
- 4.1.7 An excused absence will be without pay unless a provision of Article 4 of this Agreement provides for leave of absence with pay. An excused tardiness and an early quit with permission of the supervisor is without pay unless arrangements are made with the supervisor to make up the missed work within the same pay period. Whether or not to allow make-up work is entirely within the discretion of the supervisor and a decision not to allow it cannot be grieved.
- 4.1.8 Whenever an employee is tardy he must report to his supervisor when he reports for work. If the employee had not called in earlier to report his expected tardiness, he must inform the supervisor of the reason for that tardiness when he does report for work.
- 4.1.9 If an employee expects to be absent for no more than five (5) consecutive working days, he may return to work on the day he stated for expected return to work when he called in. However, if he finds that he can report to work earlier, he shall notify his supervisor in advance - preferably on the preceding work day, but in any case no later than one hour before his reporting time on the day when he desires to return to work early. Failure to report for work on the day an employee told his supervisor he would be returning to work after an absence will be regarded as absence without leave unless the employee calls in as provided in paragraph 4.1.2 of this Agreement.
- 4.1.10 When an employee is on an excused absence for a period of longer than five (5) consecutive working days, the employee must either be on a paid or unpaid leave of absence of definite duration approved by the Board of Education or he must call in to the Central District Office on every fifth work day as though on the first day of absence. Failure to call in on such fifth work day shall cause the absence to be regarded as an absence without leave until the employee does call in.
- 4.1.11 When an employee returns to work after an absence, he must fill out the appropriate absence report form provided by the District. Refusal to do so may be made the subject of discipline. Where the absence is one which can be covered

by paid leave of absence, the pay for such days may be withheld until the form is completed and turned over to the District.

- 4.1.12 If an employee is absent without leave for all the days on which he was expected to work in a period in excess of ten (10) consecutive working days, the employee shall be considered to have resigned. Such a constructive resignation shall be reported to the Board and the Board shall receive and approve the resignation. When the resignation has been received and approved by the Board, the employee's employment shall be considered as having been terminated as of the first day of absence without leave and the employee shall have forfeited all seniority, all benefits accumulated on a time basis, and all other rights pursuant to this Agreement.
- 4.1.13 When an employee is unable to work because he is ill or has been injured, he shall at the time he calls in to report his absence state the name of his attending physician, if any. Any absence because of illness or injury of five (5) consecutive work days or more must be supported by a certificate from a physician setting forth the nature of the illness and the date or dates on which the physician treated the employee. On written notice to individual employees only (with copies to the Assistant Superintendent for Personnel and the Association President), a physician's certificate may also be required for any absence in which the District reasonably suspects abuse of the paid sick leave privilege or for any absence (whether paid or unpaid, excused or unexcused) after the fourth full day (or the equivalent in half days) in any fiscal year on which an employee has been absent because he is ill or injured. For purpose of the preceding sentence, an absence of one-half day or less shall be counted as a half-day absence and an absence of more than one-half day up to a full day shall be counted as one full day of absence.
- 4.1.14 The District may require an employee to undergo a physical or mental examination a physician of the District's choosing paid by the District. In such a case, the physician's report shall be made in writing to the District and the District will furnish copy thereof to the employee. Refusal or failure to undergo the examination shall be cause for discipline.
- 4.1.15 The following penalties will be imposed by the District for the number of incidents indicated below which occur within any twenty-four (24) calendar month period. An incident is each day of absence without leave, each day on which an employee is tardy for one hour or more without calling in, each day on which an employee is absent or tardy without excuse, and each day on which an employee has an early quit that is without the permission of the supervisor.

<b>Incident</b>	<b>Penalty</b>
First	Written Warning
Second	Written warning and suspension without pay on 3 days in addition to absence
Third	Dismissal.

The above penalties may also be used by the District when an employee's pattern or history of absenteeism reflects abuse of paid or unpaid absence privileges. The foregoing shall not be construed to prohibit discipline for repeated unavailability for work because of absence whether paid or unpaid, excused or unexcused, or tardiness or early quit. As used throughout this entire Section 4.1, any reference to "discipline" shall be deemed to include warnings, suspensions without pay, demotions, fines, and dismissal. Notwithstanding any other provisions of this Agreement apparently or actually to the contrary, dismissal pursuant to this paragraph 4.1.15 shall not be automatic. Rather it shall be subject to contest through, and only through, the grievance procedure of this Agreement and if a dismissal is so contested, the burden of proof to establish the facts of the incident for which dismissal is imposed shall be borne by the District.

#### **Section 4.2 Sick Leave of Absence**

- 4.2.1 If the reason for an employee's absence is that he is disabled from working at the time of the absence, he shall be paid for such days of absence if he is an eligible employee and if he has sufficient sick leave days available to him to cover the day or days of absence in question.
- 4.2.2 An employee is ineligible for sick leave, even though he may have sick leave days available to him, if the employee works for another employer within the 24 consecutive hour period which begins with the employee's regular starting time on the day for which he claims sick leave. A physician's certificate may be required in instances in which the District reasonably suspects abuse of the paid sick leave privilege in the 24-hour period which ends with the employee's regular starting time on the day for which he claims sick leave.
- 4.2.3 Except as elsewhere provided in this Section 4.2, an eligible employee shall earn sick leave days at the rate of one per month (e.g., 10 per school year for a ten month employee, 12 per fiscal year for twelve month employee) unless the employee has completed 17 years of service to the District in which case he shall earn sick leave days at the rate of 2 per month (e.g., 20 per school year for ten month employees, 24 days per fiscal year for twelve month employees). For purposes of this paragraph, 17 years of service shall not include any period of one full calendar month or more when the employee was on layoff, unpaid leave or absent without leave. Such service must be continuous but periods of layoff or



absence with leave will not be regarded as interrupting the continuity of such service. Such continuous service may have been rendered to the District or to any of its predecessor districts.

- 4.2.4 If an employee is absent without pay for a majority of the work month, he shall not earn any sick leave days for that month.
- 4.2.5 Notwithstanding the requirement that sick leave days be earned by actual service, all sick leave days to which an eligible employee would be entitled if he works the entire year will be credited to and made available to him for use on the first day he works during the year in question (the school year for ten month employees, the fiscal year for twelve month employees). If an employee uses more sick leave days than those which he has actually earned, deductions for the unearned days will be made from his next following paycheck. However, no such deduction shall be made if the employee had accumulated sick leave days which could be used to cover the day of absence in question.
- 4.2.6 If as of June 30<sup>th</sup> an employee has unused sick leave days, those days may be accumulated to unused sick leave days from previous years and made available to the employee for use in the succeeding year as of the first day on which the employee actually works in the succeeding year (fiscal year for twelve month employees, school year for ten month employees). Notwithstanding the foregoing, nothing shall be added to the accumulated sick leave days of an employee who has already accumulated 200 sick leave days. Thus, no employee shall have available to him at the start of any year more than 200 days plus the days to be earned for that year.
- 4.2.7 If an eligible employee's spouse, child, parent, or other person resident in the employee's household is ill or injured the employee may use up to:

six (6) sick days 2008-2009  
eight (8) sick days 2009-2010  
eight (8) sick days 2010-2011

available to him in any given year for the purpose of attending to that family or household member.

- 4.2.8 Whenever an employee covered by this Agreement is absent and unable to perform his duties because of an injury or illness arising out of and in the course of his employment by the District, he will be paid his full pay during absence for a period not to exceed 15 days; provided, however, that when such an employee receives a Worker's Compensation award because of such an illness or injury, he shall return to the District that portion of the award which is attributable to lost earning during that 15 days. No part of such absence will be charged against the employee's sick leave. Employees with no sick leave accumulation who claim

injury or illness must be examined and certified by a school physician before any pay is issued pursuant to this Section 4.2.8.

- 4.2.9 Whenever an employee knows in advance that he must be absent by reason of expected physical disability (e.g., scheduled surgery, pregnancy), the employee shall notify the District as far in advance as possible of the need to be so absent. The notice shall be in writing and shall be accompanied by a statement from the physician indicating the dates of anticipated absence.
- 4.2.10 An employee who was not disciplined for leave abuse pursuant to paragraph 4.1.15 of this Agreement during the preceding fiscal year may be paid for unused sick leave days according to the following plan:
- (a) An employee is to be paid only for those days earned during the preceding fiscal year as specified in paragraph 4.2.3 of this Agreement.
  - (b) On June 30<sup>th</sup> of each year (or on his last regularly scheduled work day before June 30<sup>th</sup>), each employee who wishes to be paid for unused sick leave days earned that year shall deliver to the Personnel Office a form (provided by the District) which states how many such days the employee desires to be paid for.
  - (c) Not later than the third regular payday after June 30<sup>th</sup>, the District shall pay to the employee one-half of the employee's daily rate of pay for each such day. For purposes of this paragraph 4.2.10, an employee's daily rate is his hourly pay rate during the preceding fiscal year times the number of hours per day for which he was normally scheduled during that year.
  - (d) If, pursuant to subparagraph (b) above, an employee asks to be paid for less than all of his unused sick leave days, the balance of such days shall be added to his accumulation as provided in paragraph 4.2.6 of this Agreement. If an employee does not turn the form in by the date specified in subparagraph (b) above, all of that employee's unused sick leave days, if any, shall be added to his accumulation as provided in paragraph 4.2.6 of this Agreement.
  - (e) If an employee is paid for unused sick leave days pursuant to this paragraph 4.2.10, those days shall not be available for future use.
  - (f) Whenever an employee uses a sick leave day, it shall be charged against the sick leave days which he earned that year and were credited to him at the start of the year pursuant to paragraph 4.2.5 of this Agreement. If he has no such days available, it shall be charged against days earned in previous years which were accumulated pursuant to subparagraph (d) above and/or paragraph 4.2.6 of this Agreement.
- 4.2.11 Doctor, dental and other medical appointments may be taken under sick leave, but upon return to work the employee must submit a certificate setting forth the date

or dates on which the doctor treated the employee. Furthermore, the district may request documentation substantiating that a second shift employee could not have scheduled an appointment during their shift.

Absence Notice: Verify that employee had to schedule appointment during second shift.

- The district can request documentation that the employee could not schedule appointment at time other than their shift if the employee utilizes more than two (2) times.
- Second shift is defined as a shift scheduled to start after 1:30 p.m.
- Bus Driver and Bus Attendant second run is still past of their shift; it is not a second shift.

### **Section 4.3 Special Leave of Absence**

4.3.1 Special leaves of absence, except as noted in paragraph 4.3.5 of this Agreement, shall be used only for one of the following purposes:

(1) Absence because the employee is ill or injured if the employee has no sick leave days available for use.

(2) Absence because a member of the employee's family is ill or injured if the employee has no sick leave days available for that purpose.

(3) Attendance as a subpoenaed witness in any court proceeding other than a proceeding in which the District is the defendant or the party moved against.

(4) Religious observances.

(5) Inability to report to work because of impassable roads resulting from inclement weather.

(6) Other compelling reasons approved by the Superintendent of Schools.

In the application of item (6) above, the Superintendent of Schools may take into account other situations and reasons for which special leave has been granted, but he is not required to do so.

4.3.2 An employee is ineligible for special leave, even though he may have special leave days available to him, if he works for another employer during the hours that he would normally be scheduled to work for the District.

4.3.3 An eligible employee shall be entitled to use up to and including three days of special leave per year (fiscal year for twelve month employees, school year for ten month employees). These days will be made available to him on the first day he

actually works during the year in question. If an eligible employee starts his first year of work for the District on any day between December 1<sup>st</sup> and the last day of February, he shall have only two special leave days available to him as of that first day of work. If an eligible employee starts his first year of work for the District on any day between March 1<sup>st</sup> and the last day of April, he shall have only one special leave day available to him on his first day of work. An eligible employee who starts his first year of work for the District on or after May 1<sup>st</sup> shall have no special leave days available to him for that year. If an eligible employee's employment is terminated for any reason during the period from July 1<sup>st</sup> to October 31<sup>st</sup> and the employee has used more than one special leave day, the days used beyond one shall be deducted from the employee's final pay. If an eligible employee's employment is terminated for any reason during the period from November 1<sup>st</sup> to the last day of February and the employee has used more than two special leave days, the third day shall be deducted from the employee's final pay.

- 4.3.4 If as of June 30<sup>th</sup> an eligible employee has unused special leave days, those days shall be accumulated to his sick leave provided that no such special leave day shall be accumulated if it would cause the employee's total sick leave accumulation to exceed 200 days.
- 4.3.5 Except in cases where circumstances entirely beyond the employee's control prevent him from doing so, an eligible employee shall apply to the office of the Superintendent of Schools for use of a special leave day at least three working days prior to the date he requests to take special leave. Such application shall be in writing on a form provided by the District. In cases where the circumstances have prevented the employee from applying three working days in advance, he shall apply as soon as the circumstances permit him to do so but in no case later than the day on which he returns to work after the special leave. The application for special leave shall state the exact purpose for the leave; provided, however, that one day per year may be used for any purpose which the employee desires and the reason therefore need not be stated.
- 4.3.6 Notwithstanding any other provisions of this Agreement to the contrary, special leave is not available for use on the first day of pupil attendance in September, the last day of pupil attendance in June, or on any work day immediately preceding or immediately following a day on which school is not open for instruction of pupils (other than a Saturday or Sunday which itself is not contiguous with a weekday on which school is not open for the instruction of pupils). Notwithstanding any other provision of this Agreement to the contrary, a special leave day may not be used on any work day which is consecutive with one or more days on which the eligible employee is absent, whether paid or unpaid, excused or not excused. If special leave has already been approved and an employee then is absent on a work day consecutive with the approved special leave day, the day approved for special leave shall be regarded as a day of unpaid absence unless another form of paid leave can be applied. The Superintendent of Schools may waive any of the

provisions of this paragraph 4.3.6 if he determines, in his sole discretion, that there are compelling personal reasons to do so.

#### **Section 4.4 Other Leaves**

4.4.1 If an employee's spouse, child, brother, sister, parent, grandparent, child-in-law, step-parent, parent in law, step-child, step-brother, step-sister, grandparent-in-law, sister-in-law, brother-in-law, or legal guardian or another person residing in the employee's household dies, an employee's absence from and including the day of death to and including the day following the funeral shall be excused and shall be without loss of pay provided that not more than a total of five work days with respect to each death shall be allowed without loss of pay. An employee may be allowed one day of absence without loss of pay for the purpose of attending the funeral of any relative not covered by the preceding sentence. Proof of death (such as a newspaper obituary notice or other evidence acceptable to the Superintendent of Schools) shall be furnished by the employee if requested by his supervisor or a superior of his supervisor.

4.4.2 If an employee is called to jury duty, he/she will be excused and without loss of pay provided that he/she:

1. Notifies the District as soon as reasonably possible after he receives notice that he has been called for jury duty, and
2. If the District requests him to do so, cooperates with the District in requesting that he be excused from jury duty or that jury duty be delayed when, in the District's judgment, his absence would adversely affect the District's operation, and
3. The employee remits any compensation he/she receives other than reimbursement for mileage and/or parking to the District.

An employee who meets the foregoing requirements and in fact performs jury duty will be paid his regular rate of pay for the hours he would have worked on each day of absence because of jury duty. To receive such payment, the employee must present a statement certified by the court showing the days on which the jury duty was performed and the fee paid therefore. On any day when jury duty is completed before the end of the employee's regularly scheduled hours for that day, the employee is required to report for work on the remaining hours of work after making appropriate allowance for travel time to and from the court. If the employee does not so report, he will not be paid for those hours.

4.4.3 Military leave shall be available only to the extent required by the New York State Military Law or applicable Federal laws and only upon such terms and conditions as are required by such law and laws.

- 4.4.4 An employee shall be given an unpaid leave of absence not to exceed 252 consecutive calendar days for the purpose of caring for a child at home who is less than one year old at the time of the commencement of the leave. The employee shall give as much notice as the circumstances permit prior to the commencement of such leave and will, in any case, apply for the leave in writing which specifies the date, within the 252 day period, when the employee desires to return to work. Child-care leave is without pay and does not carry any benefits, provided, however, that an employee may be continued in the District's health insurance plans by paying the premium therefore to the District office not later than the date when the District must pay the premium to the insurance carrier. The period of child-care leave shall not constitute an interruption of continuous service to the District but shall not be counted for any period upon which time accumulated benefits, including seniority, are based.
- 4.4.5 An employee may apply in writing to the Superintendent for a leave of absence without pay and without benefits. The Board of Education in its sole discretion may grant or deny the leave. Denial of such a leave may not be grieved. If such a leave is for a period longer than ten consecutive weeks, it shall not count for seniority or probation.
- 4.4.6 The Association will be granted twenty (20) days paid leave per year for the purpose of conducting union business. The first ten (10) days shall be without charge to the Association. The Association agrees to reimburse the District at the substitute rate of pay if the District hires a substitute to replace employee(s) on leave pursuant to this Article during the remaining ten (10) days. When practicable, the Association president shall give at least five working days' notice (and in no case less than two days notice) of the date of the leave and the name of the employee who will be taking the leave. Three of these days shall be used to lobby Albany for state aid.
- 4.4.7 If the school building in which an employee is scheduled to work is closed because of inclement weather or other emergency and the employee is not required to work, the employee shall suffer no loss in pay, or benefits, such as, sick leave, special leave day(s) or vacation accrual. In addition, if the employee is required to work, he shall be compensated, in addition to his regular pay for that day, for the actual time worked at the appropriate rate.

#### **Section 4.5 Holidays**

- 4.5.1 Employees shall have at least fourteen holidays. Except for employees covered by paragraphs 4.5.2, of this Agreement, the holidays to be observed will be:
1. Independence Day
  2. Labor Day
  3. Veterans' Day

4. Thanksgiving Day
5. Day following Thanksgiving
6. Christmas Day
7. New Year's Eve
8. New Years Day
9. Martin Luther King, Jr. Day
10. Good Friday
11. Memorial Day
12. Additional Day during Christmas recess on day selected by Superintendent of Schools.
13. Columbus Day
14. Presidents' Day

4.5.2 Notwithstanding the provisions of paragraph 4.5.1 of this Agreement, bus drivers and attendants shall observe as holidays only those days which are granted as holidays to the teachers of all the schools (public, private and parochial) on the route which each such driver and attendant serves. If a bus driver or attendant is required to work on one of the holidays listed in paragraph 4.5.1 of this Agreement, he shall be paid at one and one-half times his daily rate of pay for working on that holiday. That pay shall be given to him in the paycheck immediately following the pay period during which the holiday occurs.

4.5.3 An employee who would have been scheduled to work on the day in question were it not a holiday shall be paid for the hours he would normally have worked even though he does not work on the holiday. If such an employee works on the holiday, he shall be paid at one and one-half times his regular hourly rate for all such time worked in addition to his holiday pay.

4.5.4 If a holiday listed in paragraph 4.5.1 of this Agreement falls on a Sunday it will be observed on the immediately following Monday unless school is in session on that Monday, in which case Sunday will be observed as the holiday. If a holiday listed in paragraph 4.5.1 of this Agreement falls on a Saturday, it will be observed on the immediately preceding Friday unless school is in session on that Friday, in which case Saturday will be observed as the holiday.

4.5.5 If an employee selects a vacation period which includes a holiday, the holiday shall be paid as such and not counted as a vacation day.

#### **Section 4.6 Vacations**

4.6.1 Only full-time, 12-month employees and regularly scheduled part-time 12-month employees are eligible for paid vacation, except as otherwise provided in paragraph 4.6.9 of this Agreement.

4.6.2 Vacation credit is earned according to service beginning with the first full calendar month during which an employee works for the District. For each

calendar month of service, an employee shall earn the number of days of vacation credit shown below opposite the fiscal year of his employment shown below:

<u>Fiscal Year</u>	<u>Per Month</u>	<u>Maximum Per Year</u>
1st through 6 <sup>th</sup>	1	12
7 <sup>th</sup> through 16 <sup>th</sup>	1 ½	18
17 <sup>th</sup> through 22 <sup>nd</sup>	2	24
23 <sup>rd</sup> and thereafter	2 ½	30

For the purposes of this paragraph 4.6.2, an employee's first fiscal year of service is the fiscal year in which he started work for the District as a 10, 11 or 12 month full-time employee of the District (whichever came first) so long as there has been no break in service between that year and the employee's current year. Only a termination (e.g., dismissal, resignation, retirement) constitutes a break in service for this purpose. Examples:

(1) An employee starts work as a 12-month full-time employee on April 10, 1982. As of July 1, 1982, he would have available 2 vacation credits - one each having been earned in May and June. No credit was earned for April as he did not work a full calendar month.

(2) The same employee would reach his seventh fiscal year of service in 1988-89. As of July 1, 1989, he would have available 18 vacation credits, having earned 18 credits for each month of 1988-89.

(3) A 10-month full-time employee who becomes a 12-month full-time employee shall, during the year he becomes a 12-month employee, have the same vacation as he would have received if he had been a 12 month full-time employee for the entire year.

(4) A different employee started work as a 12-month full-time employee on April 10, 1982, resigned on July 1, 1984, and returned to work on July 1, 1985. As of July 1, 1990, he would have available the 12 vacation credits he earned in 1989-90 which would have been only his fifth year of service counting from July 1, 1985.

4.6.3 Vacation credit shall not be earned for any month in which an employee was on the active payroll for less than a majority of the working days in that month.

4.6.4 For purposes of this paragraph 4.6.4, the following shall not be counted as days not worked:

- (1) paid vacation days
- (2) holidays,
- (3) unpaid days of absence taken as part of the employee's own



illness which lasts for five (5) consecutive days or more,  
(4) days on Workers' Compensation leave,  
(5) days on ordered military duty, and  
(6) paid leave days.

- 4.6.5 On each May 1<sup>st</sup> (or the last working day prior to May 1<sup>st</sup> if that is not a working day for the employee involved), each employee will submit his requested vacation time and dates for the following fiscal year to his supervisor. The District shall post a master vacation calendar not later than June 15<sup>th</sup>. In preparing the master vacation calendar, the District shall take into account the employees' expressed preferences and the operating needs of the District. Where two or more employees in the same department and the same building request the same vacation time and the District cannot allow all the employees in question to be on vacation at the same time, preference shall first be given to the more senior employee. Changes in vacation times can be made after the posting of the master vacation calendar only with the written approval of the employee's immediate supervisor.
- 4.6.6 When an employee retires pursuant to the New York State Employees' Retirement System, he shall be granted vacation time or pay for all unused vacation credits including those earned in the fiscal year of his retirement. When an employee transfers from 12-month full-time status to another employment status with the District, he shall be granted vacation time or pay for all unused vacation credits including those earned in the fiscal year of his transfer up to and including the month of his transfer. If an employee dies in service, the District shall pay to his spouse (or, if he has no spouse, to his estate) pay for all unused vacation credits including those earned in the fiscal year up to and including the month of his death.
- 4.6.7 If a vacation credit has not been used as of June 30<sup>th</sup> of the fiscal year immediately following the fiscal year in which it was earned, the credit shall carry-over to the following year. Such carry-over credits shall not exceed five (5) days at the Superintendent's discretion..
- 4.6.8 A full-time 12-month employee shall not suffer any loss in pay for any day of absence which is covered by a vacation credit which is available to the employee. If an employee is absent because of his own illness or injury and he had no sick leave days available to him, he may elect in writing to be paid for such days of absence by applying vacation credits to that day.
- 4.6.9 In lieu of paid vacation, 10-month full-time clerks shall not be scheduled to work during a total of 10 days of Christmas and Easter recess time in addition to holidays required by Section 4.5 of this Agreement.

## **ARTICLE 5. PERSONNEL MATTERS**

### **Section 5.1 Personnel File**

- 5.1.1 The personnel file maintained in the office of the Superintendent of Schools on each employee shall be the only official personnel file maintained by the District, but this shall not be interpreted to prohibit other administrators from maintaining files on employees.
- 5.1.2 Written material which comments adversely on an employee's conduct or performance shall not be used against the employee unless a copy thereof has been given to that employee and another copy thereof has been filed in the official personnel file maintained on that employee. An employee may submit a written response to any such adverse material and, if the employee has signed it, dated it with the date of submission, and submitted it to the office of the Superintendent of Schools not later than the tenth working day after the date the employee was given a copy of the material to which the employee is responding, the response will be attached to the material in the file.
- 5.1.3 The District may require of an employee that he acknowledge receipt of a copy of any material which is to go into the official personnel file maintained on that employee by signing and dating the following statement:

"I acknowledge that on or before the date below I received a copy of the foregoing or attached material and that I have the right to submit a response thereto. This acknowledgement does not mean that I agree with the content of this material."

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

The foregoing acknowledgement shall either appear on the material or be attached to it. If an employee nevertheless refuses to sign and date the acknowledgement when a copy thereof is given to him, a supervisor or administrator shall note the refusal thereon and date and initial that note and give to the employee a copy of the material with that notation thereon.

- 5.1.4 An employee (accompanied by a representative from the Association if the employee so desires) may inspect the contents of the official personnel file maintained on the employee, but such inspection shall not include any confidential letters of reference or other pre-employment material. The employee shall give written notice of his intent to inspect the file to the office of the Superintendent of Schools. The Superintendent of Schools or his designee shall arrange a time for the inspection which shall be during the normal business hours of the office of the Superintendent of Schools and shall be not later than the third working day after the day on which the notice of intent to inspect was received.

The inspection shall take place in the presence of a person designated by the Superintendent of Schools. When the inspection takes place, the employee (and the Association representative, if any) shall date and initial the back of each document in the file as evidence of the inspection thereof on that date.

- 5.1.5 An employee shall be given a copy of any item in the official personnel file maintained on him if the employee so requests. The first copy shall be furnished without charge. Additional copies given then or later shall be paid for by the employee at the standard rates for copies normally charged by the District.

## **Section 5.2 Seniority Lists**

- 5.2.1 Not later than the sixtieth (60<sup>th</sup>) working day following the Execution Date, the District shall post in each building a seniority list showing for each employee regularly assigned to that building:

1. name
2. current classification,
3. full-time or part-time status in current classification,
4. date began work in current classification, and
5. same information as in 2, 3 and 4 above for each classification worked (except for temporary out-of-title assignments) since the employee's date of hire.

By October 15<sup>th</sup> of each subsequent school year, the District shall post an updated seniority list providing the same information as required above. A copy of all lists shall be given to the Association president.

- 5.2.2 If an employee believes that any new information on a seniority list is not correct as to him, he must submit to the office of the Superintendent of Schools a written request for correction which sets forth what the employee believes to be the correct information. The requests must be submitted not later than the thirtieth working day after the list is posted. If no such request is submitted on or before that date, the list shall be final as to all information and cannot be contested by the employee or the Association as being incorrect from that point on. If a request is timely submitted as to some, but not all, of the new information on the list, the rest of the information shall be final and cannot be contested by the employee or the Association from that point on. If a timely request is not satisfactorily resolved within 30 working days after it was submitted, the matter shall be submitted as a grievance directly to Step 2.
- 5.2.3 When two or more employees have the same seniority at the time personnel action is to be taken pursuant to Section 6.2 or Section 6.3 of this Agreement, the tie shall be broken by lot.

### **Section 5.3 Other Matters**

- 5.3.1 Except for temporary new positions and temporary vacancies in existing positions, the District shall post in each building written notice of each new position in the unit and each vacancy including summer positions in an existing position in the unit which the District decides to fill. The notice shall be posted for at least five days (exclusive of Saturdays, Sundays, and holidays specified in paragraph 4.5.1 of this Agreement) before the position or vacancy is filled, but this shall not prevent the District from filling it on a temporary basis until the next scheduled Board meeting following the 30<sup>th</sup> consecutive day after the posting. In filling posted positions and vacancies, the District shall consider an applicant's seniority as well as his skill, ability, capability, training, experience, education, efficiency and work record. An applicant's seniority will become a factor on the District's rating sheet and will be given a weight of five (5) points. Regardless of any other considerations, the District need not consider the application of any employee to fill a position if that employee during the same fiscal year has previously moved into a position in the same classification as the posted vacancy or new position, unless selection for that vacancy or new position would result in an increase in annual compensation for the employee. The term "previously moved" as used in this paragraph 5.3.1 shall not include the employee's initial hiring by the District. This paragraph does not apply to reassignment of routes among bus drivers.
- 5.3.2 The provisions of Section 75 of the New York State Civil Service Law are hereby extended to all full-time employees who have completed the probationary period set forth in paragraph 6.1.6 of this Agreement.
- 5.3.3 If an employee is to be formally reprimanded or disciplined, he shall be entitled to have a representative of the Association present if he so requests. If that request is made, the reprimand or discipline shall be delayed until the representative is present and then, if the supervisor wishes, another supervisor or administrator may be present, but no other persons shall be present. Nothing in this paragraph is intended to limit normal interchanges between employees and supervisors which are not formal reprimands or discipline.
- 5.3.4 Employees scheduled to work Saturdays and/or Sundays as part of their regular schedule shall be guaranteed two consecutive days off in each work week.
- 5.3.5 Overtime work shall be distributed and rotated equally among the employees in the classification, building and Department who are qualified to do the work to the extent that this is practicable. Employees of the District who are not in the unit but who normally perform such overtime work shall share in such distribution and rotation of overtime work equally with unit employees. Each rotation list shall be posted conspicuously in the building where it is maintained.

- 5.3.6 On or before September 15<sup>th</sup> of each fiscal year, the District shall give to the employee two copies of a notice containing the employees: name, job title, assignment, retirement number, pay rate and step placement for the coming year, years of service credited for seniority, number of accumulated sick leave days and vacation days.

## ARTICLE 6. LAYOFFS AND RECALLS

### Section 6.1 Application and Definitions

- 6.1.1 This Article 6 applies only to employees occupying positions in classifications which are in the labor and non-competitive classes of the civil service as defined by the *New York State Civil Service Law* and regulations issued pursuant thereto. Therefore, when used in this Article 6, "employee" refers only to a person who is in such a position. The definitions set forth in succeeding paragraphs of this Section 6.1 apply only to Article 6.
- 6.1.2 The phrase "District seniority" means a period of continuous service to the District beginning with the date on which an employee first begins work during such period and ending with the date on which an employee's service is terminated (whether by resignation, discharge, abandonment of position, or retirement) or on which an employee is laid off. The phrase "classification seniority" means a period of continuous service in an employee's current classification beginning with the date an employee first begins work during such period and ending with the date on which an employee's service is terminated (whether by resignation, discharge, abandonment of position, or retirement) or on which an employee is laid off. With respect to employees who begin work as a regular employee (i.e., not as substitute) for the District on and after July 1, 1988, service as a substitute employee will not be counted for either "District seniority" or "classification seniority".
- 6.1.3 If an employee whose service was once terminated is rehired by the District, that shall begin a new period of continuous service. If an employee is laid off and later recalled, his "continuous service" shall not be regarded as having been interrupted, but the date he began work shall be moved forward by a number of calendar days equivalent to the number of calendar days he was on layoff. If an employee is on unpaid leave of absence of eleven consecutive working days or more for other than health reasons, the date he began work shall be moved forward by a number of calendar days equivalent to the number of working days he was on unpaid absence. If an employee is on unpaid disciplinary suspension of thirty consecutive days or more, the date he began work shall be moved forward by a number of calendar days equivalent to the number of calendar days he was on unpaid disciplinary suspension.

- 6.1.4 The phrase "abandonment of position" means that an employee has been absent without leave for a continuous period in excess of ten consecutive working days.
- 6.1.5 An employee shall not acquire seniority until he has completed his probationary period, but once acquired his seniority shall date back to the date specified in paragraph 6.1.2 of this Agreement. During his probation, an employee shall be treated as being junior to other employees who have seniority. For purposes of layoff and recall of two or more probationary employees, the District shall have sole discretion to determine which probationary employee is laid off or recalled.
- 6.1.6 The probationary period for District seniority purposes shall be 26 consecutive calendar weeks, excluding weeks in July and August for 10 month employees, beginning with the day on which an employee begins work for the District. The probationary period shall be automatically extended by one calendar month for each month in which a probationary employee works less than 75% of the employee's scheduled working days during that month.
- 6.1.7 The probationary period for an employee who is reassigned on other than a temporary basis to a new classification which he has not previously held on a non-temporary basis shall be three consecutive calendar months beginning with the day on which the employee began work in the new classification. The probationary period shall be automatically extended by one calendar week for each week in which the probationary employee works less than 80% of the employee's scheduled working days during that week. During the probationary period in a new classification, an employee shall be reassigned to a position in his last-held classification at his own request or on the District's initiative even if this requires the incumbent of a position in that last-held classification to be displaced therefrom. Such probationary period shall not be affected by the provisions of paragraph 6.1.5 of this Agreement.
- 6.1.8 There shall be separate seniority for full-time employees and for part-time employees. A part-time employee who becomes a full-time employee begins a new period of continuous service for seniority purposes just as though he were a new employee in the District. A full-time employee who becomes a part-time employee by reason of displacement, bumping, retreating, or recall shall have his seniority continued on the full-time seniority list and shall also be placed on the part-time seniority list with all his full-time seniority treated as part-time seniority. A full-time employee who volunteers to become a part-time employee begins a new period of continuous service for seniority purposes just as though he were a new employee in the District.
- 6.1.9 For bumping purposes, the several classifications which are in direct line with each other are so listed in Appendix B attached to this Agreement. If a classification is not listed in Appendix B, that classification is not in direct line with any other classification.

- 6.1.10 A classification is lower-rated than another classification if it has a lower hourly rate or lower annual salary rate. Where a classification has a rate range, the comparison is to be made by using the lowest rate of the range.
- 6.1.11 When two or more employees have the same seniority at the time a personnel action is to be taken pursuant to Section 6.2 or Section 6.3 of this Agreement, the tie shall be broken by lot.

## Section 6.2 Layoff

- 6.2.1 If the District reduced the number of full-time positions in a classification, the full-time employees with the least classification seniority therein shall be displaced therefrom to the number required to accomplish the reduction.
- 6.2.2 If the District reduces the number of part-time positions in a classification, the part-time employees with the least classification seniority therein shall be laid off therefrom to the number necessary to accomplish the reduction.
- 6.2.3 A displaced full-time employee has the choice of:
- (1) bumping the part-time employee with the least classification seniority in the same classification who has less district seniority than the displaced employee, provided the displaced employee is available to work the same schedule of days and hours as the part-time employee to be bumped; or
  - (2) bumping the full-time employee with the least classification seniority in the next lower-rated classification in direct line to the displaced employee's classification who has less district seniority than the displaced employee, provided the displaced employee has the ability to perform all the duties of the lower-rated classification without substantial retraining and is available to work the same schedule of days and hours as the employee to be bumped; or
  - (3) filling a vacancy in the next lower-rated classification in direct line to the displaced employee's classification if the District desires the vacancy to be filled and if the displaced employee has the ability to perform all the duties of the lower-rated classification without substantial retraining and is available to work the schedule of hours designated for the vacant position.

If the displaced employee has option (1) above open to him, does not have option (2) or (3) above open to him, and cannot retreat as provided in paragraph 6.2.4 of this Agreement, he must exercise option (1) above or be treated as having resigned as of his last day of work in his old position. If the displaced employee has either or both of options (2) and (3) above open to him, he must exercise the open option (or one of the open options) or be treated as having resigned as of his last day of work in his old position. If a displaced employee has either or both of options (2) and (3) above open to him, he cannot retreat. A displaced employee

who does not have either option (2) or (3) above open to him and who cannot retreat shall be laid off.

6.2.4 A displaced full-time employee who does not have either option (2) or option (3) open to him under paragraph 6.2.3 of this Agreement may retreat to any classification in which he formally held a position if:

(1) there is a vacancy in that classification which the District desires to fill; or

(2) there is at least one employee in that classification who has less district seniority than the displaced employee; and

(3) the displaced employee is available to work the same schedule of days and hours as the least classification seniority employee therein or the schedule of days and hours designated for the vacant position (as the case may be); and

(4) the displaced employee has the ability to perform all the duties of the lower-rated classification without substantial retraining.

A displaced full-time employee who has the option to retreat and does not exercise it shall be treated as having resigned as of his last day of work in his old position.

6.2.5 A full-time employee who is displaced from his classification by reason of another employee having exercised his bumping or retreating options shall in turn exercise his own bumping and/or retreating options or be regarded as having resigned as of his last day of work in his old position. If such an employee has no such options available to him, he shall be laid off.

### Section 6.3 Recall

6.3.1 An employee who has been laid off shall be placed on a recall list for the classification of the position which he held at the time he was laid off. If an employee remains on the list without having been recalled for a period of 48 consecutive calendar months, beginning with the month immediately following the month in which the employee was laid off, he shall be regarded as having resigned as of the last day of that 48<sup>th</sup> month.

6.3.2 If a full-time or part-time vacancy (other than a temporary vacancy) occurs and the District desires to fill that vacancy or if a new full-time or part-time position (other than a temporary position) is created, the District shall not fill the vacancy or new position if there are any employees with full-time or part-time seniority on the recall list for that classification. If there are, the full-time employee with the greatest district seniority shall be recalled or, if there are only part-time employees remaining on the list, the part-time employee with the greatest district seniority shall be recalled. If the entire list has been called without finding an



employee eligible and willing to be recalled, the District may hire a new employee or fill it with an employee from another classification. Nothing in this paragraph shall be deemed to prohibit the District from advertising for or interviewing prospective new employees so long as a new employee is not hired prior to all the employees on the list having been called.

- 6.3.3 It is the responsibility of a laid off employee to inform the office of the Superintendent of Schools in writing of the employee's current address and telephone number.
- 6.3.4 The District shall call the employees on the recall list by telephone. If the employee answers the telephone and (i) refuses the recall or (ii) refuses to work the schedule of days and hours required by the District for the vacancy or new position, or (iii) is not able to perform the full duties of the position to which he is being recalled, he shall be regarded as having resigned as of the date of the telephone call. However, this shall not apply to an employee who refuses or is unable to accept the recall by reason of a temporary disability supported by written medical evidence of the disability supplied to the District. If an employee on the recall list is temporarily disabled he may so notify the Superintendent of Schools in writing and then the District shall have no obligation to recall him until the temporary disability ends, provided the existence and the termination of the disability are both verified to the District by written medical evidence.
- 6.3.5 If an employee does not answer a recall telephone, the District shall inform the employee by telegram or certified mail return receipt requested of the opportunity to be recalled. If the employee does not contact the District within three days of the dispatch of the telegram or certified mail, he shall be deemed to have refused the recall and be regarded as having resigned as of the date of dispatch. Nothing in this paragraph 6.3.5 shall be deemed to prohibit the District from continuing to call the list when an employee does not answer, provided he does not in fact recall another employee until after the three day period after dispatch of the telegram or certified mail has passed.
- 6.3.6 If an employee accepts a recall but is unable to report for work immediately because he is employed elsewhere during the hours scheduled for the position to which he is being recalled, he shall be allowed up to ten consecutive District working days to report for work. If an employee fails to report for work at the required time after having been recalled, he shall be treated as though he had resigned, as of the date he accepted the recall.
- 6.3.7 An employee shall be paid at the rate of pay currently in effect for the classification in which an employee is working as a result of bumping, retreating or being recalled. If the classification has a rate range, the employee shall be paid at the rate which is closest to the rate he was being paid in his last-held position other than a temporary position.

- 6.3.8 Nothing in this Article 6 shall be deemed to prohibit the District from temporarily filling a vacant or new position by use of a temporarily reassigned employee or a substitute while the recall list is being called or prior to the date when a recalled employee reports for work. The recall list shall be activated by the District not later than the third day after the temporary employee begins work.

## **ARTICLE 7. COMPENSATION**

### **Section 7.1 Pay Rates and Differentials**

- 7.1.1 Each employee shall be paid at the rate for his classification set forth in Appendix C of this Agreement unless another provision of this Agreement permits or requires him to be paid at a different rate. When an employee begins work, he shall be paid at the rate for the step which is mutually agreeable to himself and the District. He shall move to the next step, if any, on the first July 1<sup>st</sup> after he began work if he began work on any date from July 2<sup>nd</sup> through February 1<sup>st</sup> (both dates inclusive) or on the second July 1<sup>st</sup> after he began work if he began work on any date from February 2<sup>nd</sup> through July 1<sup>st</sup> (both dates inclusive). After an employee has moved one step, he shall thereafter move to the next higher step, if any, on each succeeding July 1<sup>st</sup>. When an employee is promoted to a higher-rated position (i.e., a position which has a Step 1 rate higher than the Step 1 rate for the employee's previous classification) the employee shall be paid in the higher-rated classification at the same step as the employee was being paid in the employee's previous classification and shall thereafter advance to higher step, if any, in accordance with this paragraph 7.1.1.
- 7.1.2 If an employee is temporarily assigned to work in a higher-rate position (i.e. a position which has a Step 1 rate higher than the Step 1 rate for the employee's regular classification) the employee shall be paid for all work performed in the higher-rated position from and after the sixth consecutive working day at the employee's regular pay step.
- 7.1.3 For all time an employee works in excess of 40 hours in one work week (i.e., from 12:01 a.m. on Sunday until midnight on the next succeeding Saturday), the employee shall be paid at one and one-half times his regular rate of pay. For purpose of computing overtime, holidays and emergency school closings shall count as time worked.
- 7.1.4 If an employee is called back to work after having completed his regular shift and left the work place, he shall receive a minimum of three hours pay at either his straight time or overtime rate of pay, whichever applies. In counting hours for purposes of overtime premium under paragraph 7.1.3 of this Agreement, only the time actually worked on the call back shall be counted.

- 7.1.5 Each employee who is regularly scheduled to work at least 7 ½ consecutive hours per day shall be entitled to two fifteen minute rest breaks during the day. Employees who work the 3:00 p.m. to 11:00 p.m. shift shall be entitled to one duty free paid lunch period of not more than thirty minutes duration. The District shall provide a paid thirty (30) minute lunch break for full-time nurses. Employees assigned to work a minimum of two hours overtime shall be granted a fifteen minute rest break at the end of their regular shifts and prior to commencement of the overtime hours.
- 7.1.6 Absent food service employees who are to be replaced during their absence shall be replaced by regular food service employees at straight-time rates if such replacement provides the replacing employee with more hours of work.
- 7.1.7 Auto mechanics, auto mechanic helpers and laborers in the bus garage shall be allowed ten minutes at the end of the employee's work day (whether at the regular quitting time or at the end of overtime as the case may be) to be used as area cleanup and personal wash-up time.
- 7.1.8 All twelve month employees will receive 1/26<sup>th</sup> of their annual anticipated straight time earnings each two weeks pay period. All ten month employees will receive 1/22<sup>nd</sup> of their annual anticipated straight time earnings each two weeks pay period except that in the first pay period in September 1/44<sup>th</sup> may be substitute for 1/22<sup>nd</sup> ). All employees will have adjustments made in the following pay period on account of overtime worked or absences occurring in the preceding pay period. No returning 10-month employee shall have to work more than two weeks in September before he receives his first paycheck.
- 7.1.9 Ten month employees have the option of electing 22 or 26 pay dates during the fiscal year provided they give written notice of their choice by June 15<sup>th</sup> of the preceding fiscal year.
- 7.1.10 Certified Asbestos Handlers shall be paid \$1.00 per hour differential for all O and M work performed. Such handlers will be paid at the rate of one and one-quarter (1 ¼) for all work performed on small (Class 2) and large (Class 3) projects. Overtime pay will be calculated using the handler's regular hourly rate of pay.

## Section 7.2 Other Compensation

- 7.2.1 Upon presentation of proof of purchase, the District will reimburse maintenance mechanics, maintenance mechanic helpers, auto mechanics, and auto mechanic helpers for tools purchased by such an employee which are necessary for the performance of his duties, but such reimbursement shall be limited to a maximum of:

\$325	2008-2009
\$350	2009-2110
\$375	2110-2011

effective July 1 per fiscal year for each employee.

- 7.2.2 Effective December 2006, the District shall provide, at no cost to the employee, health insurance coverage with the Erie 1 BOCES Health Benefits Plan Trust. The parties agree that the insurance product and coverage shall be determined by the Erie 1 BOCES Benefit Trust. The District and Association recognize that there may be changes to the insurance policies and coverage offered to employees as a result of the modifications by the Erie 1 BOCES Benefit Trust. The District agrees that it will not unilaterally change the insurance product and coverage offered to the employees. The District shall not be responsible for changes in the health insurance products offered through the Erie 1 BOCES Benefit Trust, included but not limited to any changes in co-pays, deductibles and specific coverage. The parties may only opt out of such coverage as provided in the rules and regulations of the Trust.

For each full time employee who is regularly scheduled to work less than 35 hours per week, the District will pay a portion of the premium which is equal to the portion which the employees regular schedule of hours per week bears to 35 hours for any such employee than the percent which the district was contributing for that employee prior to July 1, 1986.

Except as noted below, any other employee may enroll in the District's group and pay the full cost thereof via payroll deduction. An employee shall not be entitled to enroll in the District's group plan if the employee is otherwise covered by any group health insurance plan, whether as the insured or a dependent of the insured. The term "covered" shall mean that the employee is considered by the insuring agent to be eligible for health insurance benefits as provided in the plan. The employee shall have the option to select enrollment in the District's group in July of any year for the balance of that year, providing the employee has rejected coverage under the other group health insurance plan. No employee shall be entitled to cover a dependent or spouse by the District's group health plan if said dependent or spouse is otherwise enrolled in another group health insurance plan. Each employee who desires coverage under the District's group plan must file an affidavit with the District's Central Office listing all group health insurance by which they are covered and including the type of coverage, name of carrier, and, if applicable, the name of the employer who sponsors such group health insurance. Falsification of the above statement will be grounds for dismissal.

- 7.2.3 Retired employees who were participating in the plans provided in paragraph of this Agreement may continue in such plans so long as they deliver the full monthly premium for the desired coverage to the District's business office on or

before the first business day of each month. Failure to so deliver the premium can result in cancellation of the employee's and dependant's coverage.

- 7.2.4 The District shall provide and launder coveralls for auto mechanics, auto mechanic helpers and laborers in the bus garage. As soon as practicable after the Execution date of this Agreement, the number of changes per week of coveralls (or pants/shirts) shall be increased from five to seven.
- 7.2.5 The Association and the District agree to create a benefit trust to provide dental benefits to unit employees. The Association shall have the sole authority to determine the types of benefits to be offered by the benefit trust. The District will make a payment to the benefit trust of \$115,006 for District fiscal year 2008-09; \$118,743 for District fiscal year 2009-10; \$122,899 for District fiscal year 2010-11. Payments will be paid by the District to the Association: 28% on July 1; 22% on September 15; and the remaining 50% on November 1 in the years 2008, 2009, and 2010. The Association will administer the Benefit Trust and will establish a group of trustees selected by the Association to operate the Benefit Trust. The District will be allowed to review the Benefit Trust's business records to ensure that the public monies contributed to the Benefit Trust have been expended in a manner consistent with the stated purpose of the Benefit Trust. The District agrees to assist the Association with the setup and the administration of the plan. In addition to monetary increase, the District shall provide release time for Benefit trustees (maximum of six) to attend training conference bi-annually without it being charged to Association time.
- 7.2.6 Effective as soon after the Execution date of this Agreement as the regulations of the New York State Employees' Retirement System permits, the District shall convert the current retirement plan to plan "75i" for Tier I and Tier II employees.
- 7.2.7 Effective as soon after the execution date of this Agreement as the regulations of the New York State Employees' Retirement System permits, the District shall add Rider 41-j. to the current retirement plan for employees.
- 7.2.8 Effective July 1, 2008, the District shall pay employees a reimbursement of:

2008-2009	\$200
2008-2010	\$225
2008-2011	\$250

for a minimum of 15 hours of District approved job-related courses which the employee completes, provided there is a maximum of one such reimbursement paid each fiscal year to qualified employees. These courses must be approved by the appropriate supervisor as defined in Section 3.1.4 and shall be taken on the employee's own time at no expense to the District. Employees who complete job-related courses beyond 15 hours will not be allowed to carry over and credit the excess hours toward a reimbursement in any subsequent fiscal year.

related courses beyond 15 hours will not be allowed to carry over and credit the excess hours toward a reimbursement in any subsequent fiscal year. Opportunities to take such course(s) will not be denied to employees without just cause. Payment shall be made twice annually (on or about July 15 and January 15) through Accounts Payable.

- 7.2.9 The Association and the District agree that the District will implement a Section 125 plan on January 1, 1996 which includes at least unreimbursed medical expenses and dependent care cost, but will not allow employees to rollover unexpended contributions to the next plan year. The District and the Association will negotiate additional content of the plan. The District will pay the implementation costs and the administrative costs of the plan after implementation. The District will provide an annual report to the Association for each year of the plan after implementation indicating the employee contributions made during the prior plan year and the unexpended contributions.
- 7.2.10 The District will reimburse all employees at the appropriate Internal Revenue Service rate for mileage incurred that is work-related and District-directed. Where two (2) or more employees from the same work site are required to travel to another work site, car pooling will be encouraged.

Extended Day Care Providers who use their personal vehicle to conduct District business will be reimbursed for mileage incurred, and will be paid at the appropriate rate for such travel time.

Transportation employees who are required to travel to a testing site in order to comply with Federal Department of Transportation regulations shall receive mileage based upon travel from the bus garage to the test site.

The I.R.S. rate referenced above that is in effect at the beginning of the school year shall remain in effect for the entire year. Any adjustments in the rate will be made at the beginning of the District's fiscal year. The mileage chart referenced in Appendix L shall be the basis for mileage claimed for travel within the District, to and from its work locations. Mileage reimbursement requests in excess of \$25.00 shall be submitted to the District in writing on a form provided by the District, and shall be paid in a timely manner. Any other outstanding mileage requests shall be submitted by no later than June 15<sup>th</sup> of each year.

- 7.2.11 The District shall reimburse employees, who make written application, for costs relating to fingerprinting upon successful completion of their probationary period.

### Section 7.3 Direct Deposit

- 7.3.1 Direct Deposit - Effective July 1, 1998, a unit member who desires to have his/her entire "net" bi-weekly earnings placed into his/her "bank account" through "direct deposit" may do so under the following guidelines:

1. The unit member shall select a single (1) bank account of his/her choice within a single (1) bank of his/her choice in which his/her entire "net" bi-weekly paycheck will be deposited.

2. "Direct deposit" monies shall not be placed in the unit member's "bank account" until the first business day succeeding the payroll date in which said compensation was paid. For example, if payment is rendered on Friday, "direct deposit" monies will be credited to the unit member's bank account on the following Monday.

3. The unit member who desires to "direct deposit" monies must advise the District of his/her desire by completing the "direct deposit" form provided by the District and returning the form to the District's Personnel office no later than June 30<sup>th</sup> of the year preceding the fiscal year in which such "direct deposit" shall take place. New hires shall have thirty (30) calendar days in which to advise the District of his/her desire to "direct deposit" monies.

4. A unit member desiring to "direct deposit" monies must advise the District on an annual basis of his/her desire to "direct deposit" monies. The District shall not make a "direct deposit" without proper notification from the unit member.

5. A unit member who enrolls in a "direct deposit" plan and later desires to discontinue his/her "direct deposit" must advise the District in writing. No changes will be initiated by the District's payroll department without proper written notification. A unit member discontinuing "direct deposit" will not be eligible to re-enter the "direct deposit" program until the following fiscal year/contract year.

6. A unit member who selects "direct deposit" shall have each of his/her bi-weekly paychecks "direct deposited".

The District agrees to make available to each unit member all necessary "direct deposit" forms as required by M & T Bank.

The District agrees to assume all "bank" charges associated with "direct deposit."

**COLLECTIVE NEGOTIATIONS AGREEMENT**

**BETWEEN**

**THE SUPERINTENDENT OF SCHOOLS OF  
FRONTIER CENTRAL SCHOOL DISTRICT  
HAMBURG TOWNSHIP**

**and**

**FRONTIER CENTRAL EMPLOYEES' ASSOCIATION**

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

**Begins: July 1, 2008**

**Ends: June 30, 2011**





SUBSCRIPTION

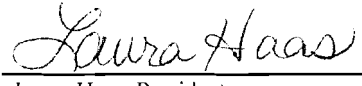
**IN WITNESS WHEREOF** the following duly authorized representatives of the parties have signed their names below.

Execution Date: February 11, 2009

FOR THE DISTRICT:

BY   
Ronald G. DeCarli, Superintendent of Schools

FOR THE ASSOCIATION:

BY   
Laura Haas, President

**FRONTIER CENTRAL EMPLOYEES' ASSOCIATION**

Aggrieved Party \_\_\_\_\_ Bld. Employed in \_\_\_\_\_

Nature of Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contract Section Violated: \_\_\_\_\_

Date of Contract Violation: \_\_\_\_\_

Remedy Sought (Desired Resolution) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

( ) **STEP I** Date of Informal Presentation: \_\_\_\_\_

Date of Response: \_\_\_\_\_

Building Rep. Assisting: \_\_\_\_\_

( ) **STEP II** Date of Formal Presentation: \_\_\_\_\_

Date of Response (Copy Attached) \_\_\_\_\_

Building Rep. Assisting: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
Date

- White Copy - Grievance Chair
- Green Copy - President F.C.E.A.
- Canary Copy - Grievant
- Pink Copy - District - Step II
- Goldenrod Copy - District - Step I

## Appendix B

### DIRECT LINE

(See paragraph 6.1.9)

- I. Cook  
Food Service Helper
  
- II. Maintenance Mechanic, Maintenance Mechanic Helper  
Laborer, Groundsworker  
Cleaner

## 2008-09 SALARY SCHEDULE

2008-09

Appendix C1

CLASSIFICATION	STEP	1	2	3	4	5	6	7-16	17+
Registered Nurse		15.25	15.75	16.25	16.84	17.61	18.21	21.39	22.05
Senior Account Clerk Typist		12.60	13.30	14.06	14.98	15.27	15.80	18.72	19.31
Payroll Clerk		12.60	13.30	14.06	14.98	15.27	15.80	18.72	19.31
Account Clerk Typist		12.12	13.18	13.94	14.86	15.06	15.26	18.22	19.06
Senior Clerk Typist		11.91	12.48	13.38	13.92	14.65	15.05	18.07	18.79
Continuing Ed Admin Ass't		11.91	12.48	13.38	13.92	14.65	15.05	18.07	18.79
Clerk Typist		11.65	12.24	13.19	13.70	14.44	14.89	17.72	18.46
Clerk		10.84	12.17	12.93	13.61	14.07	14.56	17.12	17.85
Technical Specialist/Computers		12.98	13.76	14.97	15.22	15.99	16.36	19.69	20.07
Micro Tech Support Spec		17.17	18.75	19.51	20.21	21.23	21.88	24.96	25.30
Electronic Pub Machine Operator		12.98	13.76	14.52	15.22	15.67	15.87	18.69	19.63
Campus Monitor		10.00	13.20	13.96	14.66	15.37	15.89	18.29	19.33
Computer Aide		10.71	12.70	13.46	14.16	14.61	14.81	18.09	18.42
Teacher's Aide/Lifeguard		10.00	11.39	12.31	12.65	13.35	13.77	16.20	16.42
School Lunch Monitor		9.58	11.03	11.93	12.30	12.98	13.33	14.90	15.05
Extended Day Care Provider		10.00	11.00	12.00	12.25	12.50	12.75	13.82	14.34
Cook A		11.38	11.50	12.01	12.66	13.06	13.21	16.22	16.60
Cook B		9.50	10.18	10.94	11.59	11.99	12.18	14.91	15.50
Food Service Helper		9.00	9.59	10.44	11.00	11.64	12.14	13.95	14.31
Maintenance Mechanic		13.63	13.90	14.90	15.41	16.20	16.75	19.64	20.95
Custodian		12.75	13.59	14.35	15.02	15.44	15.61	19.00	19.83
Maintenance Mechanic Helper		12.50	13.24	14.22	14.62	15.37	15.50	18.49	19.11
Motor Equipment Operator		12.25	12.74	13.50	14.12	14.87	15.33	18.09	18.69
Messenger		12.25	12.74	13.50	14.12	14.87	15.33	18.09	18.69
Laborer		11.70	12.74	13.50	14.12	14.87	15.33	18.09	18.69
Groundswoker		12.25	12.74	13.50	14.12	14.87	15.33	18.09	18.69
Laundry Worker		10.00	11.52	12.44	12.89	13.53	14.07	16.40	16.70
Cleaner		10.00	11.52	12.44	12.89	13.53	14.07	16.38	16.70
Auto Mechanic		13.63	13.90	14.90	15.41	16.20	16.75	19.64	20.95
Bus Driver (Certified)		12.48	13.02	13.99	14.51	15.28	15.80	18.65	19.50
Bus Attendant		10.11	11.52	12.44	12.98	13.69	14.11	16.68	17.34
Licensed Practical Nurse		12.68	13.64	14.35	14.91	15.65	16.16	19.01	19.66

## 2009-2010 SALARY SCHEDULE

2009-10

CLASSIFICATION	Appendix C2								
	STEP	1	2	3	4	5	6	7-16	17+
Registered Nurse		15.25	15.75	16.25	16.84	17.61	18.21	21.83	22.50
Senior Account Clerk Typist		12.60	13.30	14.06	14.98	15.27	15.80	19.17	19.78
Payroll Clerk		12.60	13.30	14.06	14.98	15.27	15.80	19.17	19.78
Account Clerk Typist		12.12	13.18	13.94	14.86	15.06	15.26	18.67	19.55
Senior Clerk Typist		11.91	12.48	13.38	13.92	14.65	15.10	18.51	19.24
Continuing Ed Admin Ass't		11.91	12.48	13.38	13.92	14.65	15.10	18.51	19.24
Clerk Typist		11.65	12.24	13.19	13.70	14.44	14.89	18.17	18.91
Clerk		10.84	12.17	12.93	13.61	14.07	14.56	17.56	18.30
Technical Specialist/Computers		12.98	13.76	14.97	15.22	15.99	16.36	20.15	20.52
Micro Tech Support Spec		17.17	18.75	19.51	20.21	21.23	21.88	25.40	25.75
Electronic Pub Machine Operator		12.98	13.76	14.52	15.22	15.67	15.87	19.13	20.08
Campus Monitor		10.00	13.20	13.96	14.66	15.37	15.89	18.73	19.78
Computer Aide		10.71	12.70	13.46	14.16	14.61	14.81	18.54	18.88
Teacher's Aide/Lifeguard		10.00	11.39	12.31	12.65	13.35	13.77	16.65	16.95
School Lunch Monitor		9.58	11.03	11.93	12.30	12.98	13.33	15.34	15.50
Extended Day Care Provider		10.00	11.00	12.00	12.25	12.50	12.75	14.28	14.80
Cook A		11.38	11.50	12.01	12.66	13.06	13.21	16.66	17.07
Cook B		9.50	10.18	10.94	11.59	11.99	12.18	15.35	15.97
Food Service Helper		9.00	9.59	10.44	11.00	11.64	12.14	14.39	14.75
Maintenance Mechanic		13.63	13.90	14.90	15.41	16.20	16.75	20.08	21.41
Custodian		12.75	13.59	14.35	15.02	15.44	15.61	19.45	20.27
Maintenance Mechanic Helper		12.50	13.24	14.22	14.62	15.37	15.50	18.93	19.56
Motor Equipment Operator		12.25	12.74	13.50	14.12	14.87	15.33	18.53	19.14
Messenger		12.25	12.74	13.50	14.12	14.87	15.33	18.53	19.14
Laborer		11.70	12.74	13.50	14.12	14.87	15.33	18.53	19.14
Groundswoker		12.25	12.74	13.50	14.12	14.87	15.33	18.53	19.14
Laundry Worker		10.00	11.52	12.44	12.89	13.53	14.07	16.84	17.14
Cleaner		10.00	11.52	12.44	12.89	13.53	14.07	16.84	17.14
Auto Mechanic		13.63	13.90	14.90	15.41	16.20	16.75	20.08	21.41
Bus Driver (Certified)		12.48	13.02	13.99	14.51	15.28	15.80	19.11	19.97
Bus Attendant		10.11	11.52	12.44	12.98	13.69	14.11	17.12	17.83
Licensed Practical Nurse		12.68	13.64	14.35	14.91	15.65	16.16	19.45	20.11



## 2009-10 SALARY SCHEDULE

2009-2010

CLASSIFICATION	Appendix C2							
	STEP	1	2	3	4	5	6	7-16
Registered Nurse		15.25	15.75	16.25	16.84	17.61	18.21	21.83
Senior Account Clerk Typist		12.60	13.30	14.06	14.98	15.27	15.80	19.17
Payroll Clerk		12.60	13.30	14.06	14.98	15.27	15.80	19.17
Account Clerk Typist		12.12	13.18	13.94	14.86	15.06	15.26	18.67
Senior Clerk Typist		11.91	12.48	13.38	13.92	14.65	15.10	18.51
Continuing Ed Admin Ass't		11.91	12.48	13.38	13.92	14.65	15.10	18.51
Clerk Typist		11.65	12.24	13.19	13.70	14.44	14.89	18.17
Clerk		10.84	12.17	12.93	13.61	14.07	14.56	17.56
Technical Specialist/Computers		12.98	13.76	14.97	15.22	15.99	16.36	20.15
Micro Tech Support Spec		17.17	18.75	19.51	20.21	21.23	21.88	25.40
Electronic Pub Machine Operator		12.98	13.76	14.52	15.22	15.67	15.87	19.13
Campus Monitor		10.00	13.20	13.96	14.66	15.37	15.89	18.73
Computer Aide		10.71	12.70	13.46	14.16	14.61	14.81	18.54
Teacher's Aide/Lifeguard		10.00	11.39	12.31	12.65	13.35	13.77	16.65
School Lunch Monitor		9.58	11.03	11.93	12.30	12.98	13.33	15.34
Extended Day Care Provider		10.00	11.00	12.00	12.25	12.50	12.75	14.28
Cook A		11.38	11.50	12.01	12.66	13.06	13.21	16.66
Cook B		9.50	10.18	10.94	11.59	11.99	12.18	15.35
Food Service Helper		9.00	9.59	10.44	11.00	11.64	12.14	14.39
Maintenance Mechanic		13.63	13.90	14.90	15.41	16.20	16.75	20.08
Custodian		12.75	13.59	14.35	15.02	15.44	15.61	19.45
Maintenance Mechanic Helper		12.50	13.24	14.22	14.62	15.37	15.50	18.93
Motor Equipment Operator		12.25	12.74	13.50	14.12	14.87	15.33	18.53
Messenger		12.25	12.74	13.50	14.12	14.87	15.33	18.53
Laborer		11.70	12.74	13.50	14.12	14.87	15.33	18.53
Groundswoker		12.25	12.74	13.50	14.12	14.87	15.33	18.53
Laundry Worker		10.00	11.52	12.44	12.89	13.53	14.07	16.84
Cleaner		10.00	11.52	12.44	12.89	13.53	14.07	16.84
Auto Mechanic		13.63	13.90	14.90	15.41	16.20	16.75	20.08
Bus Driver (Certified)		12.48	13.02	13.99	14.51	15.28	15.80	19.11
Bus Attendant		10.11	11.52	12.44	12.98	13.69	14.11	17.12
Licensed Practical Nurse		12.68	13.64	14.35	14.91	15.65	16.16	19.45



**2010-11 SALARY SCHEDULE**

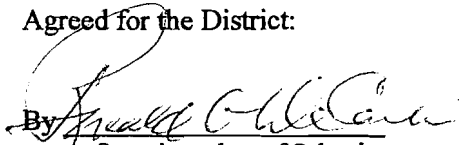
2010-2011	Appendix C3								
CLASSIFICATION									
	STEP	1	2	3	4	5	6	7-16	17+
Registered Nurse		15.25	15.75	16.25	16.84	17.61	18.21	22.20	22.87
Senior Account Clerk Typist		12.60	13.30	14.06	14.98	15.27	15.80	19.52	20.15
Payroll Clerk		12.60	13.30	14.06	14.98	15.27	15.80	19.52	20.15
Account Clerk Typist		12.12	13.18	13.94	14.86	15.06	15.26	19.03	19.92
Senior Clerk Typist		11.91	12.48	13.38	13.92	14.65	15.10	18.86	19.61
Continuing Ed Admin Ass't		11.91	12.48	13.38	13.92	14.65	15.10	18.86	19.61
Clerk Typist		11.65	12.24	13.19	13.70	14.44	14.89	18.52	19.28
Clerk		10.84	12.17	12.93	13.61	14.07	14.56	17.91	18.67
Technical Specialist/Computers		12.98	13.76	14.97	15.22	15.99	16.36	20.50	20.90
Micro Tech Support Spec		17.17	18.75	19.51	20.21	21.23	21.88	25.75	26.12
Electronic Pub Machine Operator		12.98	13.76	14.52	15.22	15.67	15.87	19.49	20.45
Campus Monitor		10.00	13.20	13.96	14.66	15.37	15.89	19.09	20.15
Computer Aide		10.71	12.70	13.46	14.16	14.61	14.81	18.89	19.25
Teacher's Aide/Lifeguard		10.00	11.39	12.31	12.65	13.35	13.77	17.01	17.32
School Lunch Monitor		9.58	11.03	11.93	12.30	12.98	13.33	15.67	15.87
Extended Day Care Provider		10.00	11.00	12.00	12.25	12.50	12.75	14.63	15.17
Cook A		11.38	11.50	12.01	12.66	13.06	13.21	17.02	17.45
Cook B		9.50	10.18	10.94	11.59	11.99	12.18	15.70	16.34
Food Service Helper		9.00	9.59	10.44	11.00	11.64	12.14	14.74	15.12
Maintenance Mechanic		13.63	13.90	14.90	15.41	16.20	16.75	20.43	21.78
Custodian		12.75	13.59	14.35	15.02	15.44	15.61	19.80	20.64
Maintenance Mechanic Helper		12.50	13.24	14.22	14.62	15.37	15.50	19.28	19.93
Motor Equipment Operator		12.25	12.74	13.50	14.12	14.87	15.33	18.88	19.51
Messenger		12.25	12.74	13.50	14.12	14.87	15.33	18.88	19.51
Laborer		11.70	12.74	13.50	14.12	14.87	15.33	18.88	19.51
Groundswoker		12.25	12.74	13.50	14.12	14.87	15.33	18.88	19.51
Laundry Worker		10.00	11.52	12.44	12.89	13.53	14.07	17.19	17.51
Cleaner		10.00	11.52	12.44	12.89	13.53	14.07	17.19	17.51
Auto Mechanic		13.63	13.90	14.90	15.41	16.20	16.75	20.43	21.78
Bus Driver (Certified)		12.48	13.02	13.99	14.51	15.28	15.80	19.47	20.34
Bus Attendant		10.11	11.52	12.44	12.98	13.69	14.11	17.47	18.20
Licensed Practical Nurse		12.68	13.64	14.35	14.91	15.65	16.16	19.80	20.48

APPENDIX D

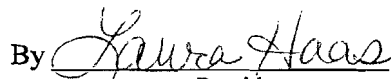
**MEMORANDUM OF AGREEMENT  
RE FOOD SERVICE WORK DAYS**

1. This Memorandum of Agreement is between The Superintendent of Schools of Frontier Central School District -- Hamburg Township ("District") and the Frontier Central Employees' Association ("Association") who are parties to the 1986-89 Agreement between them.
2. In the negotiations which resulted in the 1986-89 Agreement, the District proposed to discontinue the practice of scheduling Food Service employees for work on days when lunches are not being served. The Association demanded to negotiate the impact of such a discontinuation.
3. The parties agree that no salaried employee shall suffer a loss in pay when the District discontinues the above-stated practice.

Agreed for the District:

By   
Superintendent of Schools

Agreed for the Association:

By   
President

Date: February 11, 2009

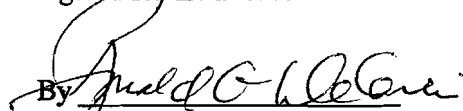
Date: February 11, 2009

APPENDIX E

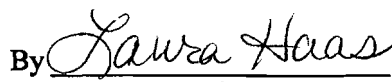
**MEMORANDUM OF AGREEMENT  
RE HOURLY/SALARIED DISTINCTIONS**

1. This Memorandum of Agreement is between the Superintendent of Schools of Frontier Central School District--Hamburg Township ("District") and the Frontier Central Employees' Association ("Association" who are parties to a collective negotiations agreement ("Agreement"), current the 1986-89 Agreement.
2. Historically, the District has treated some employees in the unit as "salaried" employees and some as "hourly" employees and this has been true even for employees occupying the same classification. Furthermore, with respect to many employees in the unit, the District has been calculating annual compensation on the basis of a set number of days per year which often does not reflect the actual number of days worked.
3. In the negotiations which resulted in the 1986-89 Agreement, the parties agreed take steps set forth herein which are intended to lead to the eventual elimination of these practices.
4. All employees who begin work on or after July 1, 1986 shall be paid on an hourly pay rate basis; that is, they shall be paid only for the hours they actually work and for non-worked hours (such as holiday, vacations, paid leave) authorized by the Agreement. No employee who begins work on or after July 1, 1986 shall be hired on a salaried basis.
5. Unless the parties agree otherwise in the future:
  - a. Each employee who began work prior to July 1, 1986 shall continue to be paid on whatever basis – hourly or salaried – he was being paid as of June 30, 1986.
  - b. Each employee who began work prior to July 1, 1986 whose annual compensation was based on a set number of days shall continue to have this annual compensation based on that same number of set days.

Agreed for the District:

By   
Superintendent of Schools

Agreed for the Association:

By   
President

Date: February 11, 2009

Date: February 11, 2009

(Original signed December 1, 1989)

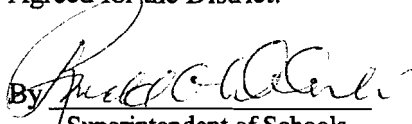
APPENDIX F

**MEMORANDUM OF AGREEMENT  
RE WELL TENDER**

It is hereby agreed between the Superintendent of Schools of the Frontier Central School District—Hamburg Township and the Frontier Central Employees Association for the term of the 1992-95 Agreement that

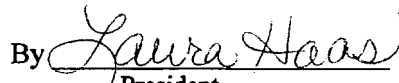
“The duties of the District Well-Tender may be assigned to an employee who may or may not be a person included in the Preamble of the Employees’ Agreement (1992-95). It is further agreed for the duration of the Agreement that if the employee is included in the Preamble of the Agreement, he/she will be compensated at the rate of \$50 per well per month and increased to \$100 per well per month when full responsibility is assigned.”

Agreed for the District:

By   
Superintendent of Schools

Date: February 11, 2009

Agreed for the Association:

By   
President

Date: February 11, 2009

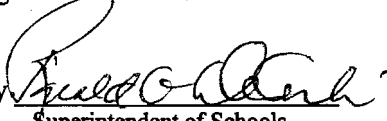
(Original signed November 25, 1992)

APPENDIX F

**MEMORANDUM OF AGREEMENT  
RE SCHOOL LUNCH MONITOR/TEACHER'S AIDES**

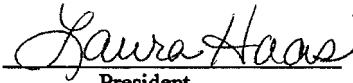
School Lunch Monitors and Teacher's Aides who were frozen on step because only one step existed and who later transferred to another classification or resigned in order to transfer to a substitute position because that was the only means to obtain a regular position, will be credited with the number of years frozen on step for purposes of salary placement only. For example, Judith Gelyon (who appears to be the only present employee in this category) will be so credited with the two years she was frozen on step.

Agreed for the District:

By   
Superintendent of Schools

Date: February 11, 2009

Agreed for the Association:

By   
President

Date: February 11, 2009

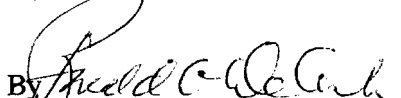
APPENDIX G

**MEMORANDUM OF AGREEMENT  
RE CLASSIFICATION SENIORITY COOK/CUSTODIAN**

The Superintendent of Schools in the Frontier Central School District, Hamburg Township ("District") and the Frontier Central Employees Association ("Association") hereby agree that for the purposes of classification seniority, there will be no distinction between (1) Cook A, Cook B and Cook C, nor between (2) Custodian A and Custodian B, i.e.


<u>Title</u>	<u>Classification Seniority</u>
Cook A	Cook
Cook B	Cook
Cook C	Cook
Custodian A	Custodian
Custodian B	Custodian

Agreed for the District:

By   
Superintendent of Schools

Date: February 11, 2009

Agreed for the Association:

By   
President

Date: February 11, 2009

(Original signed January 2, 1992)

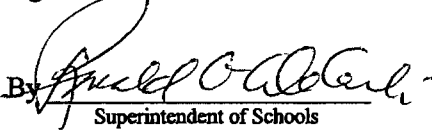
APPENDIX H

**MEMORANDUM OF AGREEMENT  
RE DRUG AND ALCOHOL TESTING PROGRAM**

It is agreed by and between the parties with respect to the District Alcohol and Drug Testing Program, that:

1. The District will assume the testing costs of all alcohol and drug test;
2. If required testing cannot be completed during the course of the employee's regularly scheduled work day, the employee will be compensated for time actually spent for testing up to a maximum of one hour for each visit to the testing facilities.
3. Any employee who receives a verified positive result for a drug test and is waiting the results of a reanalysis of the sample shall be off work and his/her attendance shall be recorded as "approved absence without pay."  
In the event the reanalysis of the sample is negative, the District shall reimburse the employee for all such days and his/her attendance record will be changed to "approved absences with pay."
4. If applicable, an employee shall be administered a return to duty alcohol test and/or a return to duty drug test as soon as possible.
5. Any employee who receives a verified positive alcohol or drug test result shall be subject to administrative and/or disciplinary action consistent with applicable laws and the current Collective Bargaining Agreement;

Agreed for the District:

By   
Superintendent of Schools

Date: February 11, 2009

Agreed for the Association:

By   
President

Date: February 11, 2009

(Original signed March 24, 1995)

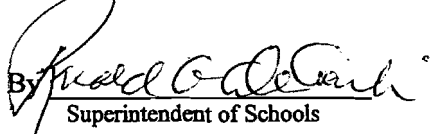
APPENDIX I

**MEMORANDUM OF AGREEMENT  
RE SENIORITY/TRANSPORTATION DEPARTMENT**

Section 6.1.8

It is hereby agreed between the Superintendent of Frontier Central School District – Hamburg Township and the Frontier Central Employees' Association to continue the past practice in the transportation department regarding Section 6.1.8. An employee's original hire date will remain the same whether they are employed full time or part time. Transferring between part time and full time work status does not change classification seniority.

Agreed for the District:

By   
Superintendent of Schools

Date: February 11, 2009

Agreed for the Association:

By   
President

Date: February 11, 2009

(Original signed October 25, 1995)



APPENDIX J


**MEMORANDUM OF AGREEMENT  
RE RETREATING TO OTHER CLASSIFICATIONS**

It is hereby understood between the Superintendent of Schools of the Frontier Central School District—Hamburg Township and the Frontier Central Employees' Association to interpret Section 6.2.4 of the Agreement as follows:

A displaced full-time employee who does not have either option (2) or option (3) open to him under paragraph 6.2.3 of the Agreement may retreat to any classification(s) in previously held positions in reverse chronological order subject to the conditions (10, (2), (3), and (4) specified in Section 6.2.4. For example:


If an employee is being displaced as a Teacher's Aide, he may retreat to his last held position of Bus Attendant if he has more district seniority than the least senior Bus Attendant. If the displaced Teacher's Aide has less seniority but also held a Bus Driver's position previous to the Bus Attendant's position and he has more seniority than the least senior Bus Driver, he may retreat to that Bus Driver's position.

Agreed for the District:

By   
Superintendent of Schools

Date: February 11, 2009

Agreed for the Association:

By   
President

Date: February 11, 2009

(Original signed October 25, 1995)

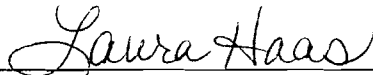
**APPENDIX K  
MEMORANDUM OF AGREEMENT  
APPENDIX K – MILEAGE REIMBURSEMENT CHART**

When a staff member is required to use his/her personal automobile to attend to "school business", the individual may request reimbursement from the School District as follows:

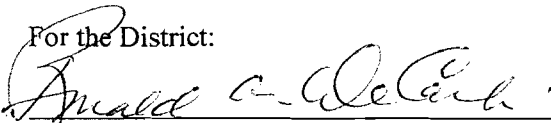
- 1) Travel must be in the staff member's personal vehicle.
- 2) The mileage reimbursement rate approved by the Board Of Education shall apply for the entire fiscal year.
- 3) The mileage figures appearing below represent the established/approved distances between various Frontier School Facilities using the shortest route available. These figures also include the distance required to park your vehicle in a centrally located area in each building's parking lot.
- 4) In most cases the "one-way" distance should be doubled for a "round-trip" travel.
- 5) In the event that the actual mileage traveled differs from the distance figure appearing below, a written explanation must be provided (attached to a mileage claim form) to receive additional mileage reimbursement.
- 6) If your school approved travel requires that you use a "toll" road/parking (i.e. NYS Thruway, Grand Island Bridge, parking fee) a signed (you must sign) payment receipt must be affixed to your mileage claim form.
- 7) You must sign and date ALL mileage claim forms (including all toll receipts). Claim forms must be forwarded to your immediate supervisor for approval (sign, date and assign budget code) and then forwarded to the Business Office for processing/payment. Your immediate supervisor will be responsible to prepare a purchase order for your mileage payment. If it is anticipated that you will be submitting multiple mileage claim forms throughout the year, then one (1) "all inclusive" purchase order should be established at the start of the school/fiscal year.
- 8) Mileage Reimbursement Claim Forms should be submitted when the dollar amount of the reimbursement exceeds \$25.00 or no later than June 25<sup>th</sup> of a given fiscal year.

From	To	Approved Distance
Big Tree School	High School/Bus Garage	.1
	Middle School	4.9
	Blasdell School	2.6
	Cloverbank School	4.9
	Pinehurst School	7.6
	FEC	5.0
	FCLC	.9
Blasdell School	High School/Bus Garage	2.7
	Middle School	6.7
	Cloverbank School	5.9
	Pinehurst School	8.9
	FEC	6.0
	FCLC	2.6
Cloverbank School	High School/Bus Garage	4.5
	Middle School	1.5
	Pinehurst School	3.5
	FEC	.5
	FCLC	4.4
	St. Mary's	.5
Pinehurst School	High School/Bus Garage	7.5
	Middle School	3.6
	FEC	3.2
	FCLC	7.8
	St. Mary's	3.8
High School/Bus Garage	Middle School	5.0
	FEC	4.9
	FCLC	1.0
Middle School	FEC	1.0
	FCLC	4.2
FEC	FCLC	5.0

For the Association:

  
 \_\_\_\_\_  
 Laura Haas, President  
 Frontier Central Employees' Association

For the District:

  
 \_\_\_\_\_  
 Ronald G. DeCarli  
 Superintendent of Schools

APPENDIX L

**MEMORANDUM OF AGREEMENT  
BETWEEN  
FRONTIER CENTRAL SCHOOL DISTRICT  
AND  
FRONTIER CENTRAL EMPLOYEES' ASSOCIATION**

**RE STAFF DEVELOPMENT**

The District and the Association agree to the value of staff development as a tool for the improvement of job performance. To that end, the District and the Association agree to establish a committee known as the FCEA Staff Development Committee.

Membership on the Staff Development Committee will be as follows:

• **Representing the District:**

**the Assistant Superintendent for Personnel,  
the TOSA for Staff Development, and one (1) other District  
representative**

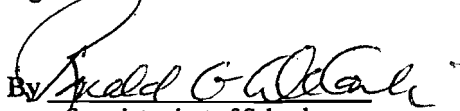
• **Representing the Association:**

**the President of the Association, and  
two (2) additional representatives of his/her choice.**

The purpose of the Staff Development Committee will be to annually conduct a needs/interest assessment and to recommend areas of high need/interest to the Superintendent of Schools for inclusion in plans for staff development the following school year. In addition, whenever practicable the District will assist employees in maintaining job-related certification current by providing the appropriate staff development activity.

It is understood that staff development activities, if scheduled, will generally be held on those days designated on the school calendar as "Staff Development Day" or "Superintendent's Conference Day."

Agreed for the District:

By   
Superintendent of Schools

Agreed for the Association:

By   
President

Date: February 11, 2009

Date: February 11, 2009

(Original signed November 5, 1998)

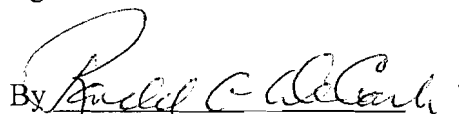
APPENDIX M

**MEMORANDUM OF AGREEMENT  
RE ATTENDANCE INCENTIVE**

Memorandum of Agreement

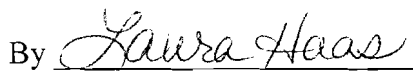
The District and the Association hereby agree to establish a mutually representative committee to explore attendance incentives. The committee shall meet within 30 days of ratification and shall conclude its charge within 90 days thereafter. The committee shall forward its recommendations to the District and the Association for consideration at a subsequent Labor/Management meeting for possible adoption.

Agreed for the District:

By   
Superintendent of Schools

Date: February 11, 2009

Agreed for the Association:

By   
President

Date: February 11, 2009

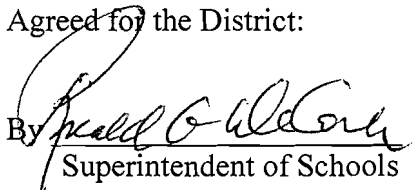
APPENDIX N

**MEMORANDUM OF AGREEMENT  
RE LABOR/MANAGEMENT COMMITTEE**

Memorandum of Agreement


The District and the Association hereby agree to establish a Labor/Management Committee that shall meet at least every other month to consider methods for improving the parties' overall relationship. The Committee shall establish its ground rules annually at the first meeting of the school year. The Committee shall consist of no more than 14 members with equal representation from each party. Additional participants may be invited upon mutual consent of the parties. Meetings shall be held after school hours and there shall be no additional compensation for unit member participation. Employees will be eligible to make application for time in attendance at the Labor/Management Committee towards professional growth as per section 7.2.8.

Agreed for the District:

By   
Superintendent of Schools

Date: February 11, 2009

Agreed for the Association:

By   
President

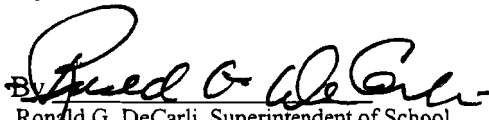
Date: February 11, 2009

**MEMORANDUM OF AGREEMENT  
FCEA SENIORITY POINTS**

It is hereby agreed between the Superintendent of Schools of the Frontier Central School District—Hamburg Township and the Frontier Central Employees' Association that for purposes of Section 5.3.1 to clarify the following language:

An applicant's FCEA seniority will become a factor on the District's rating sheet and will be given a weight as follows: five (5) points for 1 – 6 years FCEA contractual service, six (6) points for 7 – 14 years of FCEA contractual service, seven (7) points for 15 – 24 years of FCEA contractual service and eight (8) points for 25+ years of FCEA contractual service. The points for FCEA seniority will be added to the final tally sheet at the end of the process by the facilitator.

Agreed for the District:

By   
Ronald G. DeCarli, Superintendent of School

Agreed for the Association:

By   
Laura Haas, FCEA President

Date: June 11, 2009

Date: June 11, 2009

