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A
Contractual AGREEMENT

between the

**Board of Education
of the
Franklin Central SCHOOL**

and the

**CSEA, Local 1000 AFSCME,
AFL-CIO**

**Franklin Civil Service SCHOOL UNIT 6601-00
Delaware County Local 813
July 1, 2009 – June 30, 2012**

**RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

JUL 13 2010

ADMINISTRATION

16

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**ARTICLE I
RECOGNITION**

The Franklin Central School District recognizes the Civil Service Employees' Association, Inc. Local 1000, AFSCME/AFL-CIO, the recognized union, by its Franklin Central School District Unit 6601 as the exclusive bargaining agent representing the bargaining unit composed of all Custodial Workers, Bus Drivers, Auto Mechanic, Auto Mechanic Helper/Bus Driver, Cooks, Food Service Helpers, Cashiers, and Monitors. Substitutes and Supervisors are excluded.

**ARTICLE II
PRINCIPLES**

1. As used in this Agreement, the terms Organization and Association will refer to the Civil Service Employees Association, Inc., Local 1000 AFSCME/AFL-CIO.

2. Franklin Central School Non-Teaching Personnel

It is recognized that members of the staff require specialized qualifications and that the success of the education program in Franklin Central School depends upon the maximum utilization of the abilities of personnel who are reasonably well satisfied with the conditions under which their services are rendered.

3. Right to Join or Not Join

It is further recognized that employees have the right to join or not to join the organization, but membership shall not be a prerequisite for employment or continuation of employment of any employee.

4. Rights of Minorities and Individuals

The legal rights inherent in the State School Code and in the rulings and regulations of the Commissioner of Education affecting personnel are in no way abridged by this Agreement.

5. Union Dues and Agency Shop Fee

The District shall deduct from the pay of all employees who are members of CSEA regular membership dues and shall remit such membership dues to Civil Service Employees Association, Inc., Capitol Station, PO Box 7125, Albany New York 12224.

The District shall also deduct from the pay of all employees in the bargaining unit who are not members of CSEA an Agency Fee equivalent to CSEA regular membership dues and shall remit such Agency Fee to the Civil Service employees Association, Inc., Capitol Station, Box 7125, Albany, New York 12224.

6. Upon request by the association, but no more than annually, the District will supply CSEA with each unit employee's full name, home address, job title, membership status, insurance deduction and first date of employment. The District will provide the unit president with the names of terminated employees and new hires within a reasonable time of such events.

ARTICLE III GRIEVANCE PROCEDURE

1. Purpose

It is the policy of the Board and the Organization that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement, but shall not be precedents in a later grievance procedure. Time limits contained herein may be waived by mutual agreement of the parties. Grievants are entitled to be represented at all stages except the first informal stage.

2. Definitions

- A. A grievance is any alleged violation of this Agreement.
- B. An employee is any person in the unit covered by this Agreement.
- C. An aggrieved party is the employee or group of employees who submit a grievance or on whose behalf it is submitted and or the Organization. The Organization shall not submit on behalf of an individual unless said individual has given written approval. A copy of said approval must be submitted to the District at the first formal level.

3. Submission of Grievances

- A. An employee or group of employees may submit a grievance which affects them personally and shall submit such grievances to their immediate supervisors.
- B. The Organization may submit a grievance that has unit-wide application as determined by the Superintendent and the Organization. It shall be submitted directly to the Superintendent (Stage II).
- C. The Organization will be informed of the disposition of all grievances, whether informal or formal.
- D. A grievance shall be deemed waived unless it is submitted within thirty (30) calendar days after the aggrieved party knew or should have known of the events

or conditions on which it is based.

- E. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally. If such grievance is not satisfactorily resolved within five (5) school days, the aggrieved party may proceed to Stage I.
- F. Each grievance shall be submitted to the immediate supervisor in writing on a form approved by the Board and the Organization and shall identify the aggrieved party, the provision of the Agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.

4. Grievance Procedure

- A. Stage I – The immediate supervisor shall respond in writing to each grievance received. If an aggrieved party is not satisfied with the response of the supervisor or if no response is received within one calendar week after the submission of a grievance, such aggrieved party may submit a copy of the grievance to the Superintendent.
- B. Stage II – The Superintendent or his designated representative shall, upon request, confer with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties a written statement of his position with respect to it no later than two calendar weeks after it is received by him.
- C. Stage III – In the event the aggrieved party is not satisfied with the determination at Stage II, the aggrieved party may, within fifteen (15) calendar days after receiving the Superintendent's decision, submit the grievance to the Board of Education by letter of intent delivered to the BOE Clerk. The Board Clerk shall place the grievance on the agenda for the next regularly scheduled Board meeting. The Board will issue a decision in writing within thirty (30) calendar days of the Board meeting at which it reviews said grievance. The decision of the Board will be final and binding.

ARTICLE IV AREAS FOR DISCUSSION AND AGREEMENT

This recognition constitutes an agreement between the Board and the Organization to reach mutual understanding regarding matters related to terms and conditions of employment. The Board and the Organization recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Franklin Central School system. The Board recognizes that it must operate in accordance

with such statutory provisions of the State and Federal governments and such other rules and regulations as are promulgated by the Commissioner of Education in accordance with such statutes. The Board cannot reduce, negotiate, or delegate its legal responsibilities.

ARTICLE V NEGOTIATION PROCEDURE

1. During the final year of this Agreement, representatives so designated by the District will meet with representatives so designated by the Organization for the purpose of good faith negotiations in order to reach a successor agreement concerning terms and conditions of employment pursuant to the Taylor Law. Consultants may be used by the parties with the expense of such consultants being borne by the party requesting them.
2. All issues proposed for negotiations shall be submitted in writing by the District and the Organization during the first meeting. No new proposals may be made after this time without mutual consent.
3. Subsequent meetings shall be held at times mutually agreed upon by the parties. Meetings shall not exceed three (3) hours duration unless by mutual consent.
4. During the period of negotiations and prior to impasse being declared or a tentative agreement being signed, the proceedings of negotiations shall not be released to the public unless such release has the prior approval of both parties.
5. When tentative agreements are reached covering the areas under discussion, the proposed agreement shall be reduced to writing and submitted to the Organization for ratification. Following approval by a majority of the Organization membership, the proposed agreement shall be submitted to the Board of Education for ratification. Upon ratification, the Board will take such actions as are necessary to put it into effect.
6. The final document shall be compiled by both parties and reproduced by CSEA. Copies will then be distributed to all members, and copies will be provided to the district.

**ARTICLE VI
SALARIES AND POSITIONS**

1. Workday

<u>TITLE</u>	<u>WORKDAY</u>
Food Services Helper/ Cafeteria Assistant	6.5 hrs/day
Food Services Helper/ Dishwasher & Salad Maker	4.0 hrs/day
Cashier	4.5 hrs/day with ½ hr for lunch
Cook	6.5 hrs/day
Auto Mechanic 40 hrs week	30 hrs a week during the ten month academic year, 40 hours a week during the two month summer break, Monday thru Friday. Saturday and Sundays are days off.
Auto Mechanic/Bus Driver	6hrs/2hrs
Auto Mechanic Helper/Bus Driver	8 hrs, 6 more or less as Mech. Helper; 2 more or less as Bus Driver; 8 hrs as Mechanic Helper when school is not in session
Bus Driver	2 hrs per day for AM and PM runs
Custodial Worker/ Custodian	8 hours per day
Custodial Worker/ Part Time	Minimum of 2 hours a day
School Monitor/Cafeteria	Cafeteria 4 hours a day/Monitor 2.5 hrs a day

2. Pay Raises

Effective 7/1/09 All bargaining unit members will receive \$650 increase to base salary for 10 month employees and a 4% increase added to the base for 12 month employees.

Effective 7/1/10 All bargaining unit members will receive \$650 increase to base salary for 10 month employees and a 4% increase added to the base for 12 month employees.

Effective 7/1/11 All bargaining unit members will receive \$650 increase to base salary for 10 month employees and a 4% increase added to the base for 12 month employees.

See attached memorandum of agreement (Appendix A) for the calculations of yearly raises for the Auto Mechanic/Bus Driver.

3. Minimum Starting Pay

TITLE	2009	2010	2011
Food Services Helper	9.95	10.35	10.76
Cashier	9.95	10.35	10.76
Cook	10.88	11.32	11.77
School Monitor/Cafeteria	9.95	10.35	10.76
Auto Mechanic Helper/Bus Driver	25,212	26,220	27,269
Auto Mechanic	34,608	35,992	37,432
Bus Driver	10,091	10,741	11,391
Custodial Worker/Custodian	10.62	11.04	11.48
Custodial Worker/Part Time	8.81	9.16	9.53

4. Shift Differential

Full-time custodians who start work on the evening shift shall receive an additional \$.40 per hour.

5. Mechanic Compensatory Time

The auto mechanic will receive compensatory time at straight time for all time worked between 30 and 40 hours a week. For time worked in excess of 40 hours a week the mechanic will receive compensatory time at time and one half the time worked, however, he will not accumulate more than the maximum amount allowed by the Fair Standards Labor Act (240 hours). Upon reaching this maximum the District will pay the auto mechanic time and one half his hourly rate of pay for all time worked in excess of forty hours a week.

The Auto Mechanic will schedule the use of compensatory time with his supervisor.

6. Bus Drivers

A. Daily Pre-Check

All bus drivers will arrive at the bus garage not less than ten (10) minutes prior to the start of their assigned bus runs for the daily bus pre-check. All drivers shall

perform all duties necessary to inspect and record, daily, any vehicle malfunctions on the daily bus inspection sheet. In addition, the bus drivers shall sweep the bus on a daily basis.

B. Meetings

All bus drivers shall attend meetings when called by the Supervisor of Transportation with three (3) work or seven (7) calendar days notice (whichever is shorter), unless such notice is not possible. As part of their regular duties, all bus drivers will attend the Superintendent's conference day that is scheduled prior to the opening of school.

C. Safety

Drivers shall not leave the school bus when children are inside, except in the case of an emergency. In such instances, the driver shall stop the motor, remove the ignition key, set the auxiliary brake and leave the transmission in gear. This procedure also applies in instances of loading and unloading students in front of the school.

D. No Smoking

Bus drivers shall not smoke while operating a school bus (this includes down-time while inside the bus).

E. Equalization of Runs

Any and all runs will be rearranged with other runs to become more equal "time-wise" or the drivers shall be paid a maximum of one-fourth of their hourly rate for time over one hour, i.e. 5 to 15 minutes equals one-fourth hour.

F. Vocational, Parochial and Special Education Runs

- Vocational Run – Employees who drive the Vocational Run will be paid for hours worked which include all hours away from Franklin CS minus one-half hour for lunch.
- Parochial Run – becomes a regular run
- The District shall establish Special Ed runs according to need. The time for each run shall be set by the District. Drivers will be paid the extra driving rate for these runs. Drivers to be paid for all hours actually worked per current practice.

G. Extra Driving

In order to obtain equity in the opportunities for hours of work the following procedure will be used. A list of regular drivers will be posted in order by seniority with the most senior driver on the top of the list. For each extra trip, each driver will be asked, in order, to take the trip (Rotation Schedule). Acceptance or refusal of an extra trip will cause the employee's name to fall to the bottom of the list. The employee must accept or reject the assignment in a reasonable amount of time. If all drivers on the list decline the assignment the Supervisor of Transportation may ask bus drivers off the list in rotating order and if no regular driver is available a substitute may be assigned. The current list showing the effect of accepting or rejecting extra trip assignments will be posted every Friday in a public place at the garage.

The regular full-time drivers will have first right to refusal of extra trips even if a substitute driver must be hired to concurrently drive the regular driver's run. Priority will be given, however, to drivers who do not work 40 hours a week. The Supervisor of transportation continues to reserve the right to schedule more experienced drivers to more difficult trips.

In order to monitor the equitable administration of this section the parties will meet on a monthly basis to review the rotating list of drivers and the number of hours offered and worked. For the purpose of evaluating hours offered and worked all hours except AM and PM regular run hours will be included. Where the parties agree that there is an imbalance in opportunities based on hours offered to work, they will mutually agree to amend the order of the list or the drivers on the list in order to rectify the imbalance in hours and provide priority to drivers who work less than 40 hours. Upon the attainment of equity of opportunity during the monthly review, all names of bus drivers previously removed will be restored to the top of the list in order of seniority, with the most senior driver first.

Extra driving rate of pay shall be:

Effective July 1, 2009	\$13.25
Effective July 1, 2010	\$13.75
Effective July 1, 2011	\$14.25

When a regular (a.m. or p.m.), vocational, parochial or special run driver takes an extra trip during his/her regular AM/PM run time, they will be docked the time they are away from their regular AM/PM run. Example: a.m. run 7:15 to 8:15; p.m. run 3:00 to 4:00. This driver took a trip to Albany. He/she ran their regular a.m. run, then left at 8:30 a.m. for Albany and returned at 7:30 p.m. The driver was gone for 11 hours. He/she will be paid for 10 hours as he/she has already been paid under contract for the regular p.m. run.

Meal Allowance/Extra Driving – If a driver is gone for more than 3.5 hours on an extra driving assignment, a meal allowance will be paid for meals taken while

away from Franklin. Original receipts must be submitted in order to be reimbursed. Maximum payment shall be \$6.00 for meals occurring before 11:00 a.m., \$8.00 for meals occurring after 11:00 a.m. but before 4:00 p.m., and \$12.00 for meals occurring after 4:00 p.m.

H. Summer Bus Runs

Where a bus driver is assigned to a run during the summer that regularly involves pick up and drop off of students at their homes or at regular stops, such as the elementary runs, the driver so assigned shall be paid at his or her regular driver's rate of pay.

Where a summer run involves transporting students from one school location and dropping them off at a second location and does not involve regular pick up and drop off at students' home or regularly assigned bus stops, the driver shall be compensated at the extra run rate.

7. Overtime

Overtime will be paid at the rate of time and one-half the employees' regular rate of pay for hours worked in excess of forty (40) hours in a regular workweek per Fair Labor Standards Act. Overtime work will be at the direction of the Supervisor.

8. Assigned Supervisory Duties

When his or her supervisor is absent and a bargaining unit member is assigned the duties of the Transportation Supervisor, Cafeteria Manager or Buildings and Grounds Supervisor for a full day, he or she will be paid an additional \$20.00 for each full day so assigned. The above shall apply only on regular days of student attendance.

ARTICLE VII LEAVE PROVISIONS

1. Sick Leave – Personal or Family Illness or Bereavement Leave

A. All unit employees will be granted leave for personal or family illness or bereavement leave as follows:

- 10-month employees shall receive twelve (12) days without loss of pay per school year accumulative to 180 days.
- 12-month employees shall receive fifteen (15) days without loss of pay per school year accumulative to 180 days.

- B. For this purpose Family shall mean immediate family which includes parents, spouse, children, siblings, in-laws, and other persons who have such relationship to the employee. An example of this might be an Aunt who raised you or an elderly relative living in your home.
- C. Days taken for family illness or death in the family shall not exceed fifteen (15) such days in any one school year. If an employee does not complete a year, deduction from the final check will be made for absences exceeding leave which would have accumulated at the rate of $1 \frac{1}{10}$ or $1 \frac{1}{12}$ per month.
- D. The Superintendent may require a doctor's note for any absence of three days or more.
- E. For paid leave, compensation will be based on the employees regularly assigned hours only. For bus drivers this will include his or her regular run and any regularly assigned daily BOCES or Special Education run. This will not include any sports or activity run or extra hours or runs that may be assigned to the unit member.
- F. The Auto Mechanic receives 15 sick leave days without loss of pay per school year accumulative to 180 days. Paid days taken for family illness or death in the family shall not exceed 15 such days in any school year.

2. Personal Business Leave

Three days of personal business leave may be granted without loss of pay per year accumulative to six (6) days. Unused personal business days will be added to the employee's sick leave accumulation.

The employee will submit a written request to his/her supervisor who will forward the request to the Superintendent with an approval or denial recommendation.

- The request must contain a "general" reason for request.
- The request will be made as far in advance as possible, but no later than one day prior to the day for which the leave is requested.
- Personal business leave is intended to be taken only for compelling business reasons that cannot be taken care of outside of school time.
- Upon initial employment, employees will be granted leave benefits pro-rated on the balance of the school year remaining.

For paid leave, compensation will be based on the employees regularly assigned

hours only. For Bus Drivers this will include his or her regular run and any regularly assigned daily BOCES or Special Education run. This will not include any sports or activity run or extra runs that may be assigned to the unit member.

3. Unpaid Leave of Absence

Unit members will be eligible for a leave of absence without compensation. Unpaid leave may be granted by the Board for a maximum of one year in any five-year period. A written application, including reasons, must be submitted thirty (30) days prior to the commencement of the leave except in extreme emergencies. Unit members will be guaranteed a similar position upon return unless an abolition of position(s) occurs. Abolition of positions and recall will be in accordance with applicable law.

4. Employee Organization Leave (E.O.L.)

Three (3) days per year (July – June) will be available for authorized union representatives to use to attend internal functions of the union. The employee representatives will not suffer any loss while using these three, employer approved, designated leave days.

**ARTICLE VIII
VACATIONS**

The 12-month employees are entitled to vacations as follows:

- Upon initial employment, employees will be granted vacation benefits prorated on the balance of the remaining school year. Employees will be entitled to take that vacation time after June 30 of the completed year.
- Those employed for a period of 1 to 7 years of service will be granted two weeks vacation per year.
- After 7 years of service, three weeks of vacation will be granted per year.
- After 14 years of service, four weeks of vacation per year will be granted.
- Vacations will normally be taken when school is not in session, however, if an employee is not allowed to take vacation during the summer recess, he/she will be allowed to take the vacation time within 90 school days of the start of the school year. The scheduling of vacations must be approved by the Superintendent. All attempts will be made to abide by the employees' wishes except in instances where it may be detrimental to the operation of the school system.

**ARTICLE IX
HOLIDAYS**

1. Twelve-month employees shall receive 14 paid holidays per school year.

The actual days to be taken shall be negotiated within fifteen days after the school calendar is determined by the Superintendent and the Organization's Executive Committee.

2. For the duration of this contract, school year holidays shall be:
 1. Independence Day
 2. Labor Day
 3. Columbus Day
 4. Veteran's Day
 5. Thanksgiving Day
 6. Friday after Thanksgiving Day
 7. Christmas Day
 8. Day adjacent to Christmas
 9. New Year's Day
 10. Day adjacent to New Year's Day
 11. President's Day
 12. Good Friday
 13. Memorial Day
 14. Martin Luther King Day
3. Non-compensated vacations and holidays for 10-month employees are determined by the school calendar.
4. All 10-month employees, identified as those employees who work 6-8 hours per day, five days per week under the same job title and who do not divide their job category, such as bus drivers, who are also food service helpers, etc., shall receive six compensated holidays (Thanksgiving, Christmas, Good Friday, Memorial Day, Labor Day, and President's Day). Effective 1991-92, New Year's Day shall be added for a total of seven (7) compensated holidays.

**ARTICLE X
LONGEVITY**

A one (1) time payment in one check will be paid on the anniversary date of employment ONLY at anniversary years 10, 15, and 20. This shall not be added to the salary next year. At 25, 30, and 32 years the longevity payment will be added to the base salary.

10 years - \$250.00 separate check
15 years - \$300.00 separate check
20 years - \$350.00 separate check
25 years - \$400.00 added to base
30 years - \$450.00 added to base
32 years - \$450.00 added to base

ARTICLE XI RETIREMENT

The Board of Education agrees to continue health insurance coverage after retirement with retirees assuming full cost of the coverage until the retiree reaches age 65 – BOE Policy.

Upon retirement, the School District will pay the employee \$9.00 for each unused sick day.

Retirement language changes will be moved to Labor Management for further discussion.

ARTICLE XII INSURANCE

1. Medical – The Board will pay ninety percent (90%) of the premium cost for the DCMO Health Benefits Consortium for eligible employees in the unit. Immediate coverage upon employment will be provided for those employees who qualify. All bus drivers regularly assigned to a morning and afternoon run shall be eligible for the health insurance benefit. Unit members employed as of June 1, 1998, shall be guaranteed health insurance coverage while employed by the District in a unit position even if their hours of work are reduced to below the twenty (20) hour limit.

For the purpose of this provision that the Association acknowledges that the terms of the coverage provided through the DCMO Health Benefits Consortium may be modified through the adoption of the Blue Cross/Blue Shield Blue Preferred, Participating Provider Plan effective on or after January 1, 2002. Benefit levels through the PPO will be as presented and described by representatives, of Blue Cross Blue Shield of Utica Watertown to CSEA on May 31, 2001, and in subsequent written clarification, plus any improvements.

Effective January 1, 2005, the unit member co-payment under the drug card benefit will be \$7.50 for generic and \$10.00 for legend drugs.

Effective July 1, 2006, the unit member co-payment under the drug card benefit will be \$7.50 for generic and \$10.00 for legend drugs.

Effective July 1, 2007, the unit member co-payment under the drug card benefit will be \$10.00 for generic and \$20.00 for legend drugs.

Effective July 1, 2008, the unit member co-payment under the drug card benefit will be \$10.00 for generic and \$20.00 for legend drugs.

Effective July 1, 2009 through June 30, 2012, the co-payment under the drug card benefit will be \$10.00 for generic and \$20.00 for legend drugs.

For any prescription which exceeds thirty days duration (maximum ninety days supply), the unit member must use the mail order option.

2. Dental – The Board will pay seventy-five percent (75%) of the premium for the Blue Shield Dental Plan, Option 1, with Supplemental Basic, and Periodontal Riders. All employees eligible (hour wise) shall be entitled to insurance.

Effective January 1, 2002 the dental plan provided shall be changed to the Mid-Level ONC Dental Plan at the same percentage of payment.

3. Disability – The Board will pay ninety percent (90%) of the premium for a disability insurance policy containing at least the following benefit for all unit employees:

Sixty percent (60%) of salary to a maximum of \$1,500 per month after an elimination period of one hundred twenty (120) calendar days.

The District has the right to choose the plan.

ARTICLE XIII SICK LEAVE BANK

1. For the exclusive purpose of reducing the hardship upon an employee affected by an injury or disorder requiring prolonged absence from employment, the District agrees to establish a system-wide sick leave bank.
2. The committee to review and approve or deny requests for use of the bank shall consist of the Superintendent, the President of the Organization and one member of the Board of Education. A determination of the committee shall be final.
3. To qualify for the benefit an employee must be a member of the sick leave bank and have exhausted all of his or her current and accumulated sick leave and then file a statement with the committee including:
 - a) Nature of the condition,
 - b) Probable duration of absence,
 - c) A physician's supportive statement.
4. Further medical evidence may be required by the committee at appropriate intervals.
5. Should the purpose of this benefit be determined by a New York or Federal Court to be contrary to law, the entire benefit shall be null and void until re-negotiated as a mandatory item for negotiating the successor agreement.

6. A day utilized from the sick bank will be equivalent to the regular workday of the employee drawing upon the bank. The maximum benefit within any work year (July 1 to June 30) for any member of the sick leave bank is fifty (50) days.
7. The District will continue to match 1-to-1, to a maximum of 180 total days, a one day per year contribution from each participating employee, except that employees shall be permitted to contribute additional days each year, not be exceed a total of 240 days, which would not be matched by the District. Once the 180-day balance is reached, new employees shall be eligible for the benefit. Participants must fill out a sick leave bank deposit form by September 20 of each school year for the one (1) sick day.
8. Employees hired after July 1, 1996, must be employed by the District for the period of twelve (12) calendar months prior to being allowed to join the sick leave bank.
9. Employees receiving payments through disability insurance or Workers' Compensation will not be eligible for benefits through the sick leave bank.

ARTICLE XIV WORKSHOPS

1. Employees will be paid the extra driving rate for attending mandatory workshops. All workshops are subject to the prior approval of the Superintendent.
2. In order to receive reimbursement for necessary meals – up to a maximum of \$10.00 per meal – the employee must submit to the District within fifteen (15) days the original meal receipt. If a workshop includes a meal, the District will assume the cost of said meal.

ARTICLE XV EMERGENCY DAYS

When all roads to work are officially closed by the sheriff or other governmental agencies, all 12-month employees are not required to report to work. At the time roads are subsequently re-opened, all 12-month employees are expected to report to work as directed by their supervisor.

ARTICLE XVI SENIORITY

1. Whenever a position vacancy exists in either the Cafeteria, Custodial, or Bus Driving Staffs, each employee of the respective staff, has, by seniority, first rights of refusal for said vacancy.

2. For the Custodial and Cafeteria Staffs these seniority rights are subject to the District being satisfied to the qualifications of the employee to fill the vacancy. The District may allow a current employee up to a thirty (30) day "training" period to determine whether said employee can fulfill the requirements of the vacant position. Said determination remains exclusively the right of management.
3. Vacancy for the purpose of Bus Drivers eligibility shall apply only to regular a.m./p.m. routes.
4. Seniority is defined as the length of continuous service from the date of first permanent appointment.
5. Loss of runs – Where any daily run is eliminated, the driver whose daily run is eliminated may use his seniority to displace the least senior driver from his/her daily run if his/her daily run seniority is greater than the seniority of the displaced driver.
6. Layoff and Recall – Seniority shall be used in the layoff and recall of any non-competitive or labor class employee with the least senior being laid off first and the most senior being recalled first. Competitive class employees will be laid off and recalled in accordance with the applicable Civil Service Law, Rules and Regulations. All other details of layoff, recall and its impact will be negotiated by the parties to this agreement upon the demand of either side.

ARTICLE XVII BULLETIN BOARDS

The District shall provide a bulletin board for posting of District meetings and Union business.

ARTICLE XVIII DRUG AND ALCOHOL TESTING

1. All drug and alcohol testing will comply with the Federal Guidelines.
2. Should an employee request a second test from a split sample and the second test returns positive, the cost of this test will be paid by the employee.
3. Should an employee request a second test from a split sample and the test returns negative, the cost of testing will be paid by the District.
4. If an employee is required to be tested and there is no traffic violation or other reason to believe that the driver acted improperly, and he or she is not permitted to operate safety sensitive equipment until the test results are returned. The driver will be placed on leave with pay or assigned duties that they can legally perform pending the results. If the driver does, in fact, test positive for alcohol or drugs, and has not been assigned during the period of testing to alternative duties, there

will be no payment for the time during which they are not permitted to operate safety-sensitive equipment pending test results.

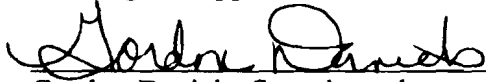
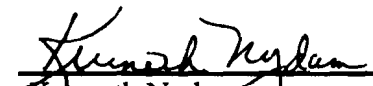
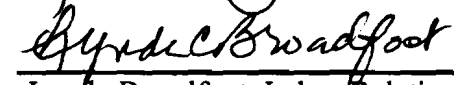
5. All discipline resulting from drug and alcohol testing will be handled the same as all other discipline governed by this Agreement.

ARTICLE XIX VOLUNTARY LEAVE OF ABSENCE

1. All employees who are experiencing drug or alcohol problems and have not been instructed to undergo a reasonable suspicion, post-accident, or random drug or alcohol test shall have the right to obtain a leave of absence for the purpose of participating in an authorized rehabilitation program. Such leave of absence shall be without pay except to the extent that the employee may use accrued sick leave, vacation time, and personal leave during the period of the leave of absence. Use of the sick bank for the above purposes will not be allowed.
2. To obtain such a leave, the employee shall furnish to the employee's supervisor evidence of participation in a certified drug or alcohol rehabilitation program. It is important to inform the supervisor of the drug or alcohol problem before being instructed to take one of the tests enumerated in the first sentence of paragraph 1.

ARTICLE XX JURISDICTION

1. This Agreement shall be in effect as of July 1, 2009, and shall expire June 30, 2012.
2. It may be altered, changed, added to, deleted from, or modified only through the voluntary consent of the parties in a written and signed amendment to this Agreement.
3. This Agreement shall supersede any rules, regulations or practices of the District which are contrary to, or inconsistent with its term.
4. As per Taylor Law, any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

 Gordon Daniels, Superintendent	<u>10/15/2009</u> Date
 Kenneth Nydam	<u>10-15-2009</u> Date
 Lynda Broadfoot, Labor Relations Specialist, CSEA	<u>10-15-2009</u> Date

