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GEN 15446

# AGREEMENT

By and between the

**LAURENS CENTRAL SCHOOL  
DISTRICT**

and

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

## CSEA

Laurens CSD Unit  
Otsego County Local 839

**July 1, 2009—June 30, 2012**

**RECEIVED**  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

MAY 24 2010

**ADMINISTRATION**

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## **PREAMBLE**

THIS AGREEMENT IS MADE AND ENTERED INTO, BY AND BETWEEN THE DISTRICT SUPERINTENDENT AND THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, THE CERTIFIED UNION, TO ASSURE EQUITABLE TREATMENT OF DISTRICT EMPLOYEES HEREIN PURSUANT TO THE LAWS OF THE STATE OF NEW YORK AND THE RULES AND REGULATIONS AND POLICIES OF THE DISTRICT, WHICH LAWS, RULES AND REGULATIONS AND POLICIES SHALL BE CONSTRUED LIBERALLY FOR THE ACCOMPLISHMENT OF SUCH PURPOSE.



**ARTICLE I  
RECOGNITION**

The Laurens Central School District recognizes the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, the certified union, as the sole and exclusive representative for the collective negotiations with respect to salaries, wages, hours and all other terms and conditions of employment for the employees in the bargaining unit defined in Article II.

**ARTICLE II  
DEFINITION OF BARGAINING UNIT**

A. The Bargaining Unit consists of employees appointed to the following titles:

1. Cook
2. Assistant Cook
3. Food Service Helper
4. Food Service Helper: Cashier/Cleaner
5. Bus Drivers/Mechanic (Head Mechanics)
6. Bus Driver
7. Bus Driver/Cleaner
8. Typists/Confidential Secretary to Guidance Counselor
9. Typists/Central Office Receptionist/Secretary
10. Cleaner
11. Custodian
12. Teacher's Aide
13. Teacher's Aide/Receptionist
14. Library Clerk (Media Center)
15. Teacher Aide/Treasurer's Assistant

B. The following titles are excluded from the Bargaining Unit:

1. All Registered Professional Nurses
2. Supervising Bus Drivers
3. Part-Time Employees who work less than 20 hours per week  
(Except Bus Drivers with both regular AM and PM runs)
4. All Others

**ARTICLE III  
GRIEVANCE PROCEDURE**

A. DECLARATION OF POLICY

1. In order to establish and foster a more harmonious and cooperative relationship between the Laurens Central School District and its instructional support staff, it is hereby declared to be the purpose of this Article to provide by agreement for the settlement of certain

differences between employees and employer through procedures under which employees may present grievances, free from coercion, interference, restraint, discrimination or reprisal.

2. The provision of this Article shall be literally construed for the accomplishment of this purpose.
3. It shall be the purpose of this Article to remove any barriers impeding the free flow of ideas, suggestions, and communications, in general, between the employees and employer.

#### B. DEFINITIONS OF TERMS

1. A grievance is the complaint by an employee, group of employees or the CSEA of an alleged violation of any of the terms and conditions of this Agreement.
2. Policy refers to all agreements, practices, or settled courses adopted by the Board of Education.
3. The Aggrieved Party refers to the person instituting the grievance or the Association when an officer or agent of the Association files or appeals a grievance on behalf of the Association.
4. The Committee is the group of CSEA members appointed by the Laurens Central School District Unit of CSEA.
5. Committee Representative is one member of the Committee to assist the aggrieved.
6. Association shall mean the Civil Service Employees Association, Inc.
7. Official Record refers to a case file to be kept by the Clerk for the School Board, which shall include all cases and their dispositions under this Agreement.

#### C. STEPS IN THE GRIEVANCE PROCEDURE

1. The Aggrieved Party shall present his/her grievance form within ten (10) working days of the occurrence to the Superintendent and the Committee. If a satisfactory solution is reached, it shall be recorded in the Official Record by the Clerk of the School Board to be inserted in the records of the Association for future reference.
2. At any step, either side shall be permitted to call and question the party of interest or related witnesses.
3. If no solution is reached within five (5) working days of the presentation, the Aggrieved Party shall take the matter to the Committee for review and the Committee shall make its recommendation to the Aggrieved Party and the Association. Thereafter, the CSEA President or Shop Steward shall meet with the Superintendent to negotiate a solution.

4. If a solution is not accomplished within five (5) working days, the Aggrieved Party and the representative of the Committee will take the matter as originally stated and/or presented during the grievance process, to the Board of Education within five (5) working days or the next regular meeting of the Board of Education, whichever date is later. (The time limit may be extended by mutual agreement. Also, the meeting with the Board of Education may be held other than at a regular Board meeting, by mutual agreement.) A written summary of the grievance shall be presented to the President of the Board of Education five (5) days before such a meeting.
5. A record of the complete proceedings and decisions shall be kept in the Official Record and a duplicate copy of this record shall be delivered to the Committee to be included in the records of the Association. See Attachment "A" to this Agreement for the form of the grievance record.
6. Within five (5) working days after the conclusion of the meeting, the Board of Education shall render a decision, in writing, on the grievance. The decision of the Board will be final. This, in no way, is to be interpreted as to deny an employee his or her legal rights.

#### **ARTICLE IV HEALTH INSURANCE**

##### **A. HEALTH INSURANCE**

1. The Board of Education agrees to pay 100% health insurance coverage for employees hired on or before 6/30/91 (single or family).
2. To be eligible for health insurance coverage, the employee must be employed full time with the District. Except for full time bus drivers, a full time employee is employed a minimum of 32.5 hours per week excluding lunch. A full time bus driver is employed to drive both regular AM and PM runs.
3. Employees hired on or after 7/1/91 will receive the following medical benefits:
  - a. Upon employment, the employees will be eligible for single or family medical coverage of which 50% of the premium will be paid by the District. Coverage will begin on the first day of the month, after 30 days employment.
  - b. After 2 years of employment, the employee will be eligible for single medical coverage of which 75% of the premium will be paid for by the District or family medical coverage of which 50% of the premium will be paid by the District.
  - c. After 3 years of employment, the employee will be eligible for single medical coverage of which 100% of the premium will be paid for by the district or family medical coverage of which 50% of the premium will be paid by the district.

4. The District will provide employees who retire the opportunity to buy health insurance at the current group rates, if the employee qualified for insurance during his/her employment with the District. Employees must apply for this benefit 30 calendar days prior to the last day of employment.
5. Health Insurance Buy Back
  - a. The district will pay \$1,000 annually to the employees who qualify for individual and/or family health insurance coverage but choose not to receive any health benefit. Dental insurance does not qualify for this benefit.
  - b. Employees wishing to accept the health insurance buy back must do so in writing, to the Superintendent, when signing their wage agreement.
  - c. Any employee who elects the insurance buy back shall receive a prorated amount of the \$1,000 per paycheck for as long as the buyout is in effect.
  - d. If conditions necessitate the employee obtaining or reinstating District coverage, the District will provide it upon written notification by the employee with the understanding that waiting periods will be waived as long as the health insurance plan regulations in effect at the time of the reinstatement so permit.
  - e. This agreement in no way diminishes a person's ability to maintain health insurance at retirement should said coverage be available.
  - f. If any provision of this agreement shall be found contrary to law, then such provision will be deemed not valid and subsisting except to the extent permitted by law, but all other provisions shall continue in force.
  - g. The payment made as a result of this medical insurance buyout will not be considered part of the employee's base salary.
  - h. If this section (Insurance Buyout Plan) contains any language inconsistent with the current collective Bargaining Agreement between the Laurens Central School District and the CSEA, the provisions of this agreement shall be controlling.
6. The district will agree to maintain an IRS 125 Flex benefit plan for health insurance premiums, dental insurance premiums, and the health insurance buy back.

## **ARTICLE V DENTAL INSURANCE**

1. Effective 7/1/02 the district will contribute 50% to single dental coverage, employees may purchase family. Effective, 7/1/09, the district will continue to provide to its employees the same level of dental benefits.

**ARTICLE VI  
RETIREMENT PLAN**

1. All employees will have the opportunity to become a member of the NYS Employees Retirement System as it exists at the time of being employed.
2. In addition, for each year of this contract, the district will offer the following retirement incentive to any CSEA employee with 15 or more years service to the Laurens Central School District:

If the employee's salary is:	Incentive will be:
\$5,000 - \$9,999	\$2,000
\$10,000 - \$14,999	\$3,000
\$15,000 - \$19,999	\$4,000
\$20,000+	\$5,000

**ARTICLE VII  
SICK LEAVE**

1. Sick leave is granted as follows:
  - a. 10 month employees - 12 days per year
  - b. 12 month employees - 14 days per year
  - c. Sick days may be accumulated as follows:
    1. 10 month employees - maximum of 150 days
    2. 12 month employees - maximum of 155 days
  - d. An employee may use his/her sick days granted that year for sickness in family (spouse and/or children). An employee must obtain the approval of the Superintendent to utilize accumulated sick days for sickness in family. Employees are entitled to use up to twelve (12) weeks a year of unpaid leave under the Family and Medical Leave Act. The District will allow employees to use the family leave benefit specified above during leave granted under the Family and Medical Leave Act.
  - e. Employees can utilize sick days for leaves related to pre-natal and postpartum medical conditions.
  - f. All full time employees earn two days a month of sick leave during the first 2 months of employment and one day a month of sick leave for the remaining months of the first year of employment. The day will be credited at the beginning of the month. Thereafter, the District will credit all full time employees the full amount of leave specified in Section 1, paragraphs "a" and "b" of this article on July 1 of each year. In those cases where the first 12 month period ends after July 1, the District

will credit the employee with a prorated amount of leave based on the amounts in section 1 of this article and the period of employment left in that second school year.

2. Sick Leave Bank

- a. A Sick Leave Bank of 100 days has been established. The sick leave bank will not exceed 100 days.
- b. Should any of the 100 days be expended, they may be replenished on July 1st of each year of this Agreement.
- c. As of 7/1/03, the Board of Education will no longer contribute to the sick leave bank.
- d. The Bank is to be used only by the personnel represented by the Instruction Support bargaining unit.
- f. Disposition of the use of the days in the Bank will be by the Executive Committee of the Instruction Support Association.
- g. Decisions made by the Executive Committee of the Sick Leave Bank shall not be grievable.
- h. The Executive Committee of the Sick Leave Bank will be appointed by the President of Laurens Central School District Instructional Support Staff Unit of CSEA.

3. Doctor's Excuse Needed - An employee who has been sick over four (4) consecutive days must, when returning to work, be accompanied by a doctor's certification listing the reason for absence and stating that the employee can return to work and resume his/her assigned duties on a full-time basis.

4. Unused Sick Days at the Time of Retirement - At the time of retirement, the Board agrees to pay the employee \$20.00 for each unused sick day up to the maximum possible days accumulated.

5. Unused Sick Days - Any employee reaching maximum accumulated sick days allowed shall be paid \$75 in June of each school year if the number of sick days on the last day of the school year is at or above the maximum that may be accumulated for that employee.

**ARTICLE VIII  
PERSONAL BUSINESS DAYS**

1. Twelve month employees shall be allowed four (4) paid personal days per year earned at a rate of one day per three-month block. The day will be credited at the beginning of each three-month block. Ten month employees shall be allowed three (3) paid personal days per

year earned at a rate of one day per 3 1/3 month block. The day will be credited at the beginning of each 3 1/3 month block. Personal days may be utilized by the employee with prior approval of the Superintendent.

2. 48 hours notice must be given except in an emergency. Notice can be to an employee's immediate supervisor or to the Superintendent or appointed designee.
3. Personal Days shall be used for the purpose of conducting personal business.
4. These days are not deductible from sick leave.
5. Any case involving undue hardship may be referred to the Superintendent and granted at the discretion of the Superintendent.
6. Unused personal days will become accumulated sick leave and will count towards maximum sick days that can be accumulated.
7. Personal days cannot be used to extend vacation or holiday periods. Exceptions to this rule will be at the discretion of the Superintendent.

#### **ARTICLE IX BEREAVEMENT LEAVE**

When one of the following persons dies, the affected employees shall be allowed three (3) paid work days for bereavement. Paid bereavement days can be used for a spouse, children, parent, grandparent, siblings, aunts, uncles, or in-laws. The use of bereavement leave for the passing of other persons is at the discretion of the Superintendent. An employee does not have to use personal days before bereavement days.

#### **ARTICLE X VACATIONS**

1. All twelve month employees shall receive one week of paid vacation after the first anniversary date of continuous employment and two weeks per year after each subsequent anniversary date of continuous employment.
2. After five (5) years of continuous employment, all twelve-month employees shall receive three (3) weeks of paid vacation per year.
3. After fifteen (15) years of continuous employment, four (4) weeks of paid vacation per year.
4. A vacation schedule for each employee shall be submitted and approved by May 1st. This schedule shall be submitted to the Superintendent who will have sole discretion as to the approval. After approval, all changes must be made to and approved by the Superintendent.

5. No more than one (1) week vacation may be taken at one time. Any exception must be approved by the Superintendent.
6. Unused vacation days will be paid at 1/250 of employee's annual contractual salary. These days cannot be carried over to the subsequent year.

**ARTICLE XI  
PAID HOLIDAYS**

1. Paid holidays for all twelve (12) month, non-teacher personnel shall be:

July 4  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Friday after Thanksgiving Day  
Day before Christmas  
Christmas Day  
New Year's Day  
Martin Luther King's Birthday  
Monday of Winter Recess  
Good Friday  
Memorial Day

2. Except as provided in Section 4, if a twelve (12) month employee either volunteers or is required to work on:
  - a. Day before Christmas, or
  - b. Monday of Winter Recess, or
  - c. Good Friday, or
  - d. Columbus Day

he or she will be paid, in addition to the paid holiday, his or her regular rate of pay for all time worked.

3. All ten (10) month employees shall be granted all holidays and vacation periods that are granted to faculty.
4. When a school make-up day has been scheduled on a regular paid holiday set forth above in Section 1 (i.e., Good Friday), employees shall report to work and shall be paid regular wage scales. However, the Superintendent and Association representatives shall meet to designate alternate make-up holiday days for all unit employees.
5. Should a negotiated paid holiday fall on a Saturday and/or Sunday, unit members will have the nearest mutually agreed weekday(s) as day(s) off.

6. When Christmas falls on Sunday, the Christmas and Day before Christmas holidays are Monday and Tuesday. When Christmas falls on Saturday, these holidays are on Friday and Monday.

**ARTICLE XII  
JOB TERMINATION**

No fewer than ten (10) calendar days shall pass between notification of job termination and the final job day. If an employee does not give two weeks notice, their paycheck will be withheld until all obligations are cleared through the business office.

**ARTICLE XIII  
EXTRA BUS TRIPS (BUS DRIVERS ONLY)  
AND ASSIGNMENT OF RUNS**

1. A flat fee will be paid for all time that a bus driver is on an extra trip.

Effective 7/1/09	\$14.50
Effective 7/1/10	\$15.00
Effective 7/1/11	\$15.50
2. All daily scheduled extra bus runs (i.e., special education runs) will be assigned by the Head Bus Driver. They need not be assigned by the seniority of the employee.
3. Extracurricular runs such as athletic trips and field trips will be assigned on a rotating basis. If a bus driver refuses an assignment, he/she will drop to the last in the rotation.
4. In the event that 24 hour notice of a trip cancellation cannot be given, the driver assigned to the trip will be paid for 1 hour of work at the extra trip rate. Canceled CROP runs will NOT be included as part of this cancellation language. Should the trip be canceled due to weather related conditions, the 1 hour of work will NOT be paid.
5. Up to a \$15.00 meal stipend will be paid to the driver for trips that are 8 hours or longer. The driver must pay for the meal first and turn in original receipts to receive reimbursement.
6. Should a regular daily Special Education run be canceled due to student absence or suspension, the driver will be paid their daily rate for the run. However:
  - a. should the absence or suspension extend beyond 5 consecutive days, the driver will not be paid past the 5 day limit.
  - b. should the trip be canceled permanently, the driver will not be paid for any days for which the trip did not occur.

**ARTICLE XIV  
COMMERCIAL DRIVER'S LICENSE**

The District will pay each bus driver the full cost of the renewal of his/her Commercial Driver's License. The District will pay such amount to new bus drivers after six months of continuous employment.

**ARTICLE XV  
PROSPECTIVE NEW EMPLOYEES**

All prospective new employees may be required to submit to a physical examination by a school appointed doctor at the school's expense before they are appointed to the position. In accordance with applicable law, all known physical conditions that would impact a person's ability to perform their job must be identified by the prospective employee on the physical exam sheet. Failure to do so may cause termination of the employee.

**ARTICLE XVI  
BUS DRIVER PHYSICALS**

All employees whose job title is full or part time bus driver must have a physical(s) as required by NYSDOT law, which will be given at the school district's expense. The physical will be given by a school appointed doctor.

If the findings of any physicals violate the guidelines, as determined in Article 19A 6.12, the bus driver will be suspended, with pay, from driving for up to ten (10) days. These ten (10) days shall meet the requirements of Article XII of this contract. If the driver cannot be retested and meet the above mentioned guidelines within thirty (30) days, s/he will be terminated from employment.

This language shall not be deemed a waiver of Section 75 Civil Service law should be an employee entitled to it.

**ARTICLE XVII  
UNIFORMS**

1. On July 1 of each school year, each custodian, cleaners, and mechanic will receive four (4) pairs of pants and four (4) shirts, or four (4) smocks. Out of the total of four shirts or smocks, the monetary value of two (2) shirts or smocks may be applied to a school jacket, or a pair of work shoes or boots. Each custodian, cleaner and mechanic will be responsible for the cleaning of these uniforms.
2. On the first day of employment, each full-time cafeteria worker will receive five (5) smocks or shirts. After the initial supply of five (5), the smocks or shirts will be replaced at the beginning of each school year at five (5) smocks or shirts per year per full-time cafeteria employee. Each cafeteria worker will be responsible for the cleaning of these uniforms.
3. On September 1 of each school year, each full-time cafeteria worker will be reimbursed up

to \$50 towards the purchase of shoes, upon presentation of receipt.

4. On September 1 of the first year of this agreement, the district will contribute up to \$55 towards the purchase of a winter weight jacket and \$30 towards the purchase of a summer weight jacket, for each transportation employee. The details of the purchase, including the choice of the jacket, will be mutually agreed to between the parties before the District makes the purchase.
5. Cleaners, custodians, cafeteria workers and transportation employees will wear clean uniforms when on duty.

#### **ARTICLE XVIII SNOW DAYS**

Ten-month employees are not required to report on official snow days. Twelve-month employees must report on snow days unless otherwise advised by the Superintendent.

#### **ARTICLE XIX OVERTIME**

1. All employees will be paid time and one-half for hours worked over forty (40) hours in any seven (7) day period from Sunday through Saturday.
2. Any mandated seminars/workshops that an employee attends beyond regular working hours will be paid at regular rate per hour.

#### **ARTICLE XX COLLEGE LEVEL COURSES**

1. Any employee who successfully completes (passes) college credit courses, which have been previously approved by the Superintendent and are related to the employee's area of assignment, will have added to his/her base salary \$125 for each three credit block obtained with a maximum of \$250 per year.

#### **ARTICLE XXI SALARY**

1. Effective 7/1/09, the District will increase all salaries, entry and existing, by the following schedule:

Effective 7/1/09	3.2%
Effective 7/1/10	3.2%
Effective 7/1/11	3.2%

2.	Table for Starting Salaries	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
	Cook	\$13,209	\$13,632	\$14,068
	Assistant Cook	\$10,168	\$10,494	\$10,829
	Food Service Helper	\$8,483	\$8,754	\$9,034
	Food Service Helper/Cashier/Cleaner	\$13,416	\$13,845	\$14,288
	Bus Driver/Head Mechanic	\$28,466	\$29,377	\$30,317
	Bus Driver	\$6,649	\$6,862	\$7,082
	Bus Driver/Cleaner	\$15,494	\$15,990	\$16,501
	Typist in Guidance Department	\$19,464	\$20,086	\$20,729
	Typist in Main Office	\$19,464	\$20,086	\$20,729
	Teacher Aide	\$10,460	\$10,795	\$11,141
	Teacher Aide/Receptionist	\$10,460	\$10,795	\$11,141
	Teacher Aide/Treasurer's Assistant	\$18,881	\$19,486	\$20,109
	Library Clerk (media ctr.)	\$10,998	\$11,350	\$11,713
	Cleaner	\$17,040	\$17,586	\$18,148
	Custodian	\$20,727	\$21,390	\$22,074

3. Employees Substituting for Teachers:  
If a certified substitute teacher cannot be found to replace an absent teacher, the District will pay employees who substitute for a teacher \$20 per day or \$10.00 for a half day, in addition to the employee's regular pay.
4. Teacher Aides in Autistic Classroom, see attachment B
5. Effective 7/1/09, the District will pay employees, minimally, one (1) hour for all call outs.

**ARTICLE XXII  
DUES DEDUCTION**

- A. The Civil Service Employees Association, Inc., shall have exclusive rights to payroll deduction (check-off) of membership dues; premiums for all forms of CSEA sponsored insurance; and such other voluntary deductions as mutually agreed to by the CSEA and the employer with this privilege accorded to no other employee organization or any other organization.
- B. The employer agrees to make separate deductions for membership dues and each insurance plan on a payroll period basis. The employer will provide an itemized alphabetical listing by bargaining unit showing:
  1. Employee's full name
  2. Dollar amounts deducted for membership dues
  3. Dollar amounts deducted for each separate CSEA sponsored insurance
  4. Home address
  5. Annual salary
  6. Job title
  7. Date of hire
  8. Seniority date
  9. Work location

- C. The employer agrees to provide a separate check made payable to CSEA, Inc., for membership dues and agency shop fees and a separate check made payable to Jardine Group Services Corporation for the insurance programs.
- D. The employer agrees that deductions for membership dues and CSEA sponsored insurance premiums will become effective with the current payroll being prepared upon receipt of notification to the employer from CSEA. Deductions for membership dues and insurance premiums will remain in effect during the term of employment of the member unless written authorization is received from the employee revoking membership and/or insurance premiums. The employer agrees to provide to CSEA, Inc., a copy of each revocation of membership dues and/or CSEA sponsored insurance plan deductions it receives.

**ARTICLE XXIII  
ACCESS TO MEMBERS**

- A. The CSEA, Inc., and its designated agents shall have the sole and exclusive right to have access to members of the bargaining unit to administer this Agreement and to explain Civil Service Employees Association, Inc., sponsored benefits and programs. If such access is desired during working hours, the CSEA or its designated agents must check with the Superintendent and obtain permission to contact employees during working hours.
- B. The Employer agrees that no other representatives or organizations offering benefits or programs similar to those offered or sponsored by CSEA, shall be provided access to bargaining unit employees. The Employer further agrees that it will not permit any other organization or union, to hold meetings during working hours for the purposes of discussing this bargaining on the property or premises owned or occupied by the District.

**ARTICLE XXIV  
EMPLOYEE INFORMATION**

- A. On the effective date of this agreement, the employer shall supply to the Civil Service Employees Association, Inc., or its authorized representative a list of all employees in the bargaining unit. This list shall show the employee's full name, home address, job title, membership status, insurance deduction and first date of employment. The employer shall provide this information annually.
- B. Each month the employer shall supply to CSEA, Inc., or its authorized representative the name and date of hire of all new employees. In addition, the employer shall supply a listing of employees who terminate their employment. In the event there are no changes within the Unit membership, the employer shall not be obligated to furnish CSEA with any reports.

**ARTICLE XXV  
TAYLOR LAW SECTION 204**

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

**ARTICLE XXVI  
EMPLOYEE EVALUATION**

All unit members may be evaluated at least once a year by their supervisors and/or administration.

**ARTICLE XXVII  
SENIORITY AND LAYOFF**

A. DEFINITIONS:

1. Layoff: is the reduction in the number of positions within the bargaining unit due to program changes, consolidation, abolition of functions, economy or otherwise. A reduction in work time status (i.e., full time to part time) shall constitute a reduction in force under this procedure and give rise to layoff and recall rights if appropriate as described within.
2. Layoff Rights: are those privileges that are afforded to employees who have been granted permanent employment status in the classified service of the District and who at the time of such layoff possess such permanent status.
3. Layoff Process: is the formal procedure whereby the District selects those positions to be abolished. The incumbents of such targeted positions are then entitled to utilize their layoff rights to displace those incumbents who have less layoff rights. Seniority determines the level of layoff rights during the process.
4. Seniority: is the factor which drives the layoff process (bumping, retreating, etc.). It is defined as the length of continuous service with the District on a permanent basis within the classified service. Persons appointed on the same day will have their seniority determined by their rank on the eligible list (if in the competitive class) or by order of appointment as listed on the resolution of the Board of Education appointing said individuals.
5. Retention Rights: shall be adjusted as required by Civil Service Law Section 85 and by the Otsego County Civil Service Rules. Such adjustments include, but are not limited to, status as a veteran, disabled veteran and blind individual.
6. Layoff Unit: shall mean the Laurens Central School District.
7. Permanent Service: in the classified service, shall start on that date of the incumbent's original appointment on a permanent basis in the classified service of the District.

A resignation followed by a reinstatement or reappointment more than one year subsequent to the resignation constitutes a break in service. The original appointment date with the District is to be determined from the date of reemployment and the prior service would not count.

Temporary or provisional service preceding the original permanent appointment with the District does not count. However, temporary or provisional employment immediately preceded and followed by permanent classified service employment with the District does not interrupt continuous service.

Approved paid and unpaid leaves of absences shall not constitute a break in continuous service for purposes of this procedure.

Time spent on Civil Service preferred eligible lists shall not constitute a break in continuous service for purposes of this procedure.

Employees appointed to part-time employment on a permanent basis shall not have their seniority "pro-rated". The seniority for a part-time employee shall be the length of service with the District regardless of whether their service is on a part-time or full-time basis.

8. Civil Service Jurisdictional Classification: includes the Competitive, Non-Competitive, Labor and Exempt Classifications as defined in the Otsego County Civil Service Rules.

#### B. LAYOFF PROCEDURE:

When the District believes that layoffs are necessary, such reduction of filled positions shall occur in the following order among employees appointed to positions to be abolished in a particular job classification (title):

1. Temporary Employees
2. Provisional Employees
3. Permanent Probationary Employees
4. Permanent Non-Probationary Employees

Selection for layoff from among employees of the four categories listed classification(title).

#### C. PERMANENT EMPLOYEES' LAYOFF RIGHTS

Generally, any permanently appointed employee who has layoff rights, who is laid off as a result of a reduction in force within a particular job classification (title), shall have bumping rights to another job classification (title) in the layoff unit in the manner set forth in Paragraphs D and E below.

#### D. COMPETITIVE JURISDICTIONAL CLASSIFICATION

Bumping/Retreat:

A permanent (non-probationary) competitive class employee who is laid off shall be afforded the opportunity to displace (bump) another employee with less seniority in the following order:

- First Horizontal bump within the same title and jurisdictional classification.
- Second Vertical bump downward within same promotion line.
- Third Retreat to another competitive class title in which the employee had previously served on a permanent basis, immediately prior to the current appointment.
- Fourth Bump to a non-competitive class title for which the employee otherwise meets the minimum qualifications (as stated in the job description in effect at the time of the bump) for appointment.

Employees exercising bumping rights to a new position under the "Fourth" category above under "Competitive Jurisdictional Classification: Bumping/Retreat" shall serve a probationary period in the new position.

E. NON-COMPETITIVE AND LABOR JURISDICTIONAL CLASSIFICATION

Bumping:

A permanent (non-probationary noncompetitive or labor class employee who is scheduled for layoff shall be afforded the opportunity to displace (bump) another non-competitive or labor class employee with less seniority in the following order:

- First Horizontal bump within the same title and jurisdictional class.
- Second Horizontal or vertical bump to a position in a different title within the same jurisdictional class from which the employee bumped and for which the employee meets the minimum qualifications (as stated in the job description in effect at the time of the bump) for appointment.
- Third Retreat to another labor or non-competitive class title in which the employee had previously served on a permanent basis, immediately prior to the current appointment.
- Fourth Horizontal or vertical bump to a position in the labor class or non-competitive class for which the employee meets the minimum qualifications (as stated in the job description in effect at the time of the bump).

Employees exercising bumping rights to a new position under the "Second" and "Fourth" categories herein under "Non-Competitive and Labor Jurisdictional Classification: Bumping" shall serve a probationary period in the new position.

F. RECALL

An employee who is laid off (terminated) or reduced in grade level or reduced in hours of work shall have his or her name added to a preferred eligible list.

The preferred eligible list shall be in existence for four years and shall be used to fill vacancies which occur in newly-created or existing positions during that time.

Employees whose names appear on preferred eligible lists will be ranked in order of seniority and will be certified first before any other list is used to fill the vacancies.

Employees whose names appear on the preferred list shall be rehired on the basis of seniority within the same job classification (title) at the time of layoff.

Employees whose names appear on the preferred list shall also be certified to fill vacancies in lower job classifications (titles) within the promotion line (competitive class only) or within different job classifications for which the laid off employee meets the minimum qualifications.

An employee's name will remain on the preferred list until such time as the laid off employee:

- accepts a position in a salary grade equal to or higher than the one occupied at the time of the layoff;
- has been on the preferred list for more than four years.

This recall procedure is intended to be consistent with Section 81 of the Civil Service Law and shall apply to all employees laid off (terminated or reduced in salary grade pursuant to the layoff) regardless of jurisdictional classification.

### **ARTICLE XXVIII DAMAGED PROPERTY**

The District will pay for the replacement or repair of watches or glasses that are broken, damaged or lost as a result of an altercation with a student of the District. To qualify for this benefit the employee must report the loss, breakage or damage as soon as reasonably possible to the District.

### **ARTICLE XXIX WORK DAY AND WORK WEEK**

<b>TITLE</b>	<b>YEAR days/months</b>	<b>5 days/week</b>	<b>HOURS</b>	<b>Hrs/Lunch</b>	<b>Hrs/Year</b>	<b>Hrs/Week</b>
Cook	180 days	Mon. to Fri.	8.0	½ hr.	1440 hrs.	40.0 hrs.
Asst. Cook	180 days	Mon. to Fri.	6.5	½ hr.	1170 hrs.	32.5 hrs.
Food Service Helper	180 days	Mon. to Fri.	6.5	½ hr.	1170 hrs.	32.5 hrs.
Food Service Helper Cashier/Cleaner	180 days	Mon. to Fri.	8.0	½ hr.	1440 hrs.	40.0 hrs.
Bus Driver	180 days	Mon. to Fri.	AM/ PM runs	NA	NA	NA
Bus Driver/ Mechanic	12 months	Mon. to Fri.	8 hrs.	½ hr.	2080 hrs.	40.0 hrs.
Bus Driver/ Cleaner	180 days	Mon. to Fri.	8 hrs.	½ hr.	1440 hrs.	40.0 hrs.
Typist	12 months	Mon. to Fri.	8 hrs.	½ hr.	2080 hrs.	40.0 hrs.
Library Clerk	180 days	Mon. to Fri.	6.5 hrs.	½ hr.	1170 hrs.	32.5 hrs.
Teacher Aide	180 days	Mon. To Fri.	6.5 hrs.	½ hr.	1170 hrs.	32.5 hrs.
Tchr Aide/Receptionist	180 days	Mon. to Fri.	6.5 hrs.	½ hr.	1170 hrs.	32.5 hrs.
Custodian	12 months	Mon. to Fri.	8.0 hrs.	½ hr.	2080 hrs.	40.0 hrs.
Cleaner	12 months	Mon. to Fri.	8.0 hrs.	½ hr.	2080 hrs.	40.0 hrs.

**ARTICLE XXX  
JURY DUTY**

The District will pay employees their regular rate of pay for any regular work day spent in jury duty. Any reimbursement, other than mileage and meals, that the employee receives from the county for their work on jury duty, will be turned over to the district.

**ARTICLE XXXI  
DURATION OF CONTRACT**

- A. This agreement and all terms therein shall be effective beginning July 1, 2009.
- B. This agreement and all terms therein shall continue until and expire on June 30, 2012.

FOR THE DISTRICT:

*Romona N. Wenck*  
Romona N. Wenck  
Superintendent

Date: 4-30-10

FOR THE CSEA, INC., LOCAL 1000:

*Gerald Phelan*  
Gerald Phelan  
Labor Relations Specialist

Date: 4/28/10

THE MEMBERS OF THE CSEA NEGOTIATIONS COMMITTEE WERE:

*Dean S. Marble*  
Dean Marble, CSEA Unit President

*Lester C. Martin*  
Lester Martin

*Judy MacLachlan*  
Judy MacLachlan

*Beth Van Duesen*  
Beth Van Duesen

*Benjamin T. Purdy*  
Benjamin T. Purdy

**Memorandum of Agreement  
Between the  
Laurens Central School District  
And the  
CSEA, Inc., Local 1000, AFSCME**

Whereas, the CSEA proposed the District allow it's employees to purchase the CSEA Employee Benefit Fund Gold 12 Vision plan, and,

Whereas, CSEA proposed the District make deductions from employee paychecks to allow its employees to have this vision benefit, and,

Whereas, the District objected and expressed its concerns about the administrative costs of doing such payroll deductions,

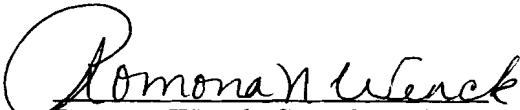
Therefore, the Laurens Central School District and the CSEA agree to the following:

The employer agrees to remit from the paycheck of each covered employee who has duly authorized a payroll deduction, a deduction for the cost of vision insurance, payable to the CSEA Employee Benefit Fund for the Gold 12 Vision Plan. The payroll deduction shall remain in effect for the duration of the collective bargaining agreement. With the approval of their bargaining agent, members of other unions who do not compete with CSEA may also purchase these benefits by payroll deduction at the same premium rates.

The Benefit Fund will revisit the premium annually to re-evaluate the level of employee participation for possible change in premium.

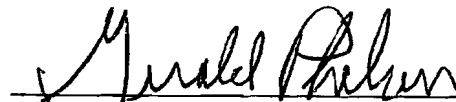
This agreement will sunset on June 30, 2012.

For the District,

  
Ramona Wenck, Superintendent

Date: 4-30-10

For the CSEA, Inc., Local 1000,

  
Gerald Phelan, Labor Relations  
Specialist

Date: 4/29/10



**ATTACHMENT 'A'**

**LAURENS CENTRAL SCHOOL  
GRIEVANCE**

Date: \_\_\_\_\_

To: \_\_\_\_\_  
(Name of immediate supervisor)

From: \_\_\_\_\_ Title \_\_\_\_\_  
(Name of grievant)

Address \_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

Check One:

Contract Grievance \_\_\_\_\_

Non-contract Grievance \_\_\_\_\_

If you are claiming that the contract has been violated indicate the articles violated here. \_\_\_\_\_

\_\_\_\_\_

What is your complaint? How was the contract violated? Include dates and names.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(attach additional copies, if necessary)

How can the District remedy your complaint?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNED: \_\_\_\_\_

**IMMEDIATE SUPERVISOR'S DECISION**

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Signed: \_\_\_\_\_

Date \_\_\_\_\_

**APPEAL TO SUPERINTENDENT**

I wish to appeal the supervisor's decision for the following reasons:

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Signed: \_\_\_\_\_

Date \_\_\_\_\_

**SUPERINTENDENT'S DECISION**

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Signed: \_\_\_\_\_

Date \_\_\_\_\_

**APPEAL TO THE BOARD OF EDUCATION**

I wish to appeal the Superintendent's decision for the following reasons:

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Signed: \_\_\_\_\_

Date \_\_\_\_\_

**BOARD OF EDUCATION'S DECISION**

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Signed: \_\_\_\_\_

Date \_\_\_\_\_

## **ATTACHMENT B**

### **Hazardous Duty Pay**

Whereas, the District has autistic students who need a higher level of care, and Whereas, these children are sometimes difficult physically due to their size and behavior, and, Whereas these children are non-communicative, and, Whereas these students are in a special classroom with one teacher and one teachers aide, Therefore, the parties wish to compensate the Teachers Aide and agree to the following:

1. Effective September 1, 2005 the District will pay any Teachers Aide or Teachers Assistant \$1.50 an hour for all hours of work in the classroom mutually designated by the parties as qualifying for hazardous duty pay. Such pay is contingent on the presence of the current hazardous duty students in the District and ends when the both of those students leave the District.
2. The District will increase the pay of the Teacher Aide in the hazardous duty classroom to \$2.00 an hour when the Aide completes restraint training.
3. The District will offer restraint training as soon as it is available but no later than 6 months from the date of this agreement or 6 months from date of hire of employees who work in the hazardous duty classroom and employees who express interest in working with autistic students. The district will, whenever possible, offer these employees training in working with autistic children, as well as, the protection of the employee(s) and the student(s) from physical harm.
4. Employees who are temporarily assigned or cover for the breaks of the Aide assigned to the hazardous duty classroom will be paid in accordance with paragraphs 1 and 2.
5. The District will give preference to current employees over new hires when assigning employees to hazardous duty assignments.
6. The District will create an in-house title for the Aide assigned to the hazardous duty classroom.