Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
http://digitalcommons.ilr.cornell.edu/perbcontracts/

Or contact us:
Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Saratoga Springs City School District and Saratoga Transportation Employees Association (STEA) (1998)**

Employer Name: **Saratoga Springs City School District**

Union: **Saratoga Transportation Employees Association (STEA)**

Local:

Effective Date: **07/01/98**

Expiration Date: **06/30/03**

PERB ID Number: **6124**

Unit Size: **79**

Number of Pages: **40**

For additional research information and assistance, please visit the Research page of the Catherwood website - http://www.ilr.cornell.edu/library/research/

For additional information on the ILR School, http://www.ilr.cornell.edu/

6124_06302003

Saratoga Springs City School District
And Saratoga Springs Sd
Transportation Unit

AGREEMENT

Regarding the

TERMS AND CONDITIONS OF PUBLIC EMPLOYMENT

between the

SUPERINTENDENT OF SCHOOLS

and the

SARATOGA SPRINGS SCHOOL DISTRICT
TRANSPORTATION EMPLOYEES UNIT

(S.T.E.A.)

1998-2003

AGREEMENT REGARDING THE TERMS AND CONDITIONS OF PUBLIC EMPLOYMENT BETWEEN THE SUPERINTENDENT OF SCHOOLS AND THE SARATOGA TRANSPORTATION EMPLOYEES ASSOCIATION

1998-2003

TABLE OF CONTENTS

ARTICLE I	Applicable Law	1
ARTICLE II	Recognition	1
ARTICLE III	Collective Bargaining Unit	2
ARTICLE IV	Compensation	2
ARTICLE V	Workday, Workweek & Overtime	3
ARTICLE VI	Holidays	5
ARTICLE VII	Vacation & Leave Policy	5
ARTICLE VIII	Pensions & Health Insurance	10
ARTICLE IX	Seniority	14
ARTICLE X	Assignment of Work	15
ARTICLE XI	Extra Work	20
ARTICLE XII	Tenure	22
ARTICLE XIII	Discipline, Suspension & Discharge	22
ARTICLE XIV	Grievance Procedure	25
ARTICLE XV	Reciprocal Rights	29
ARTICLE XVI	Duties & Obligations	30
ARTICLE XVII	Liaison	30
ARTICLE XVIII	General	31
ARTICLE XIX	Differentials/Longevity	33
ARTICLE XX	Savings Clause	34
ARTICLE XXI	Duration	34
ARTICLE XXII	Association Security	35
APPENDIX 1	Entry Salary Schedule	36
APPENDIX II	Right to Representation Form	37
APPENDIX III	Job Bidding for Disabled Driver	38

ARTICLE I APPLICABLE LAW

The Public Employment Act, the other provisions of the Civil Service Law and the local laws of the Saratoga Springs City School District, hereinafter known as the School not inconsistent with said Act and the Civil Service Law shall govern the terms and provisions of this Agreement.

ARTICLE II RECOGNITION

Section 1. Recognition

a. The Board of Education of the Enlarged City School District of the City of Saratoga Springs (Employer) recognizes the Saratoga Transportation Employees Association (STEA) to be the sole and exclusive representative for the purposes of collective negotiations and the settlement of grievances for all employees as described in Article III.

b. Such recognition and representation status shall extend for period consistent with Section 208 of Article XIV of the Civil Service Law.

Section 2. Dues Deduction (Effective September 1982)

a. The Employer agrees to deduct from the wages of employees and remit to STEA regular membership dues for all unit employees whether members of STEA or not. Such dues shall normally be deducted from each such employee's paycheck beginning in September each school year and extending for no more than 21 paychecks in 21 pay periods thereafter. The amount of dues to be deducted in any school year shall be conveyed to the Employer in writing during the August preceding by STEA and shall designate the paycheck dues deduction to be made.

Dues deduction shall cease when an employee is terminated from employment with the Employer and shall begin with new unit employees in the first (1st) pay period following the Board meeting appointing the employee to a position.

STEA affirms that it has adopted such procedure for refund of agency fee deductions as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York. The provision for agency fee deduction shall continue during the term of this Agreement as long as STEA shall maintain such procedure.

b. The STEA agrees to indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities that may arise out of, or by reason of, any action that may be taken by the Employer for the purpose of complying with the provisions of such deductions as are herein set forth, or in reliance upon any authorization card or list relating thereto which is furnished to the Employer by the STEA.

Section 3. No Strike Pledge

The STEA will not engage in, authorize, encourage, either directly or indirectly, any concerted interruption of employment services due to a cessation, withdrawal, or withholding of services in any manner or form, either in whole or in part by members of the bargaining unit for any reasons, and no officer or representative of the STEA or member of the bargaining unit shall be empowered to provoke, instigate, cause, participate, assist, encourage or prolong any such prohibited activity.

ARTICLE III COLLECTIVE BARGAINING UNIT

As confirmed in PERB Order of January 26, 1982 (Case No. C-2138), the unit shall consist of transportation personnel excluding therefrom the transportation supervisor, dispatcher, chief executive officer, central office managerial and confidential employees, employees in other bargaining units and employees who do not have a permanently assigned run and/or work less than four (4) hours per day.

ARTICLE IV COMPENSATION

Section 1:

Each eligible employee shall be paid a wage and salary increase which reflects 3.7% effective July 1, 1998; 3.7% effective July 1, 1999; 3.7% effective July 1, 2000; 3.6% effective July 1, 2001; 3.6% effective July 1, 2002. Effective with the 1998-1999 school year, the increment step schedule shall be abolished, with all bargaining unit personnel receiving salary adjustments as specified above. For those employees who already received more than a 3.7% increase in 1998-1999 because of step movement on July 1, 1998, the 1999-00 salary increase will be calculated to reflect a total salary increase of 7.4% over the two year time period. For those employees who receive more than a 7.4% increase in 1998-99 because of step movement on July 1, 1998, the 1999-00 and 2000-01 salary increase will be calculated to reflect a total salary increase of 11.1% over the three year period.

For school bus driver assistants, $.25 per hour is added to the 1998-99 salary prior to calculating the percentages per year which are listed above.

ARTICLE V WORKDAY, WORKWEEK AND OVERTIME

Section 1:

The workweek for all full-time Transportation employees for the Saratoga Springs City School District, shall in no event work in excess of forty (40) hours, consisting of five (5) consecutive workdays not in excess of eight (8) hours per day, Monday through Friday, except as herein otherwise provided. Employees shall have two (2) consecutive 24 hour days, a total of 48 consecutive hours off each week.

Section 2:

Overtime. Employees shall not work more than forty (40) hours per week without being paid time and one-half for all work hours, or any part thereof, exceeding forty (40) hours per week. For holidays which must be worked, double time will be paid in addition to holiday pay for all those employees required to work. Any employee who is called in to work by his supervisor for an emergency shall be guaranteed a minimum of two (2) hours pay.

Section 3:

The schedule for personnel when school is not in session shall be as follows:

SUMMER HOURS

Bus Mechanics	7:00 a.m. - 3:30 p.m. One-Half (1/2) Hour Lunch

ALL OTHER RECESS PERIODS

Bus Mechanics	7:30 a.m. - 4:00 p.m. One-Half (1/2) Hour Lunch

Section 4:

It shall be the intent of the school district that the work day and/or work shift shall not be changed for the purpose of circumventing the payment of overtime.

Section 5:

All school bus drivers and assistants shall be guaranteed a minimum of four (4) hours of work for each required day of work, and said bus drivers and assistants shall be paid on an hourly basis. School bus drivers and assistants shall be paid for all hours worked within the preceding pay period, including those hours for mandatory safety meetings (schooling). School bus drivers and assistants shall be required to attend meetings required by the supervisor/management to resolve bus concerns, student concerns, and other matters requiring involvement of the driver/assistant and supervisor. Employees will be paid for such meetings up to thirty (30) minutes beyond their blocks of time. If such meetings exceed thirty (30) minutes, the supervisor will obtain prior permission from the Assistant Superintendent for Business to pay the employee or group of employees the extra time beyond thirty (30) minutes. This section does not pertain to meetings called by the employee and/or STEA. A meeting to resolve a grievance is not considered a management meeting.

Section 6:

An employee's time card may not be altered without the employee's knowledge. The employee will initial the change or submit a signed acknowledgment that the change was made with the employee's knowledge. Employee's initials shall not be deemed to be agreement with or endorsement of the change but only that the change was made. All of the above will occur within seven (7) working days after the change occurs.

Section 7:

Employees shall have the option to elect a 21 week or 25 week payroll plan. Employees shall also have the option to contract or hourly rates annually. Employees must notify the business office payroll section on or before June 1 annually of their choice.

Section 8:

The District agrees to issue an adjustment check, on the next scheduled payroll date, in the event of a payroll error, assuming the employee notifies the Payroll Office of the error on the date the payroll check is issued. This would be a delay of five (5) working days.

ARTICLE VI HOLIDAYS

There shall be twelve (12) paid holidays for full-time employees. The holiday schedule shall be developed by the administration following consultation with the Association President.

ARTICLE VII VACATION & LEAVE POLICY

The District and the Association agree that regular employee attendance is an important component of the District's mandate under law to provide transportation services to eligible students. In that regard, the Association will cooperate with the District in formulating incentives to encourage regular attendance in an effort to reduce employee absenteeism.

Except as expressly set forth herein, Section 1 and Section 2 of this Article shall apply to full-time employees. Sections 3, 4, and 5 of this Article, where applicable, shall apply to full-time employees, school bus drivers and assistants. All leave requests covered herein shall be made in writing to the immediate supervisor with a copy to the Director for Human Resource Services.

Section 1:
Vacations shall be governed by the School District, school years effective July 1, 1998 through June 30, 2003 for all current twelve month personnel.

Section 2:
The vacation schedule will be as follows:

From 6 months through 17 months of service	1 week vacation
From 18 months through 24 months of service	2 weeks vacation
After 3 years of service	2 weeks + 1 day
After 4 years of service	2 weeks + 2 days
After 5 years of service	2 weeks + 3 days
After 6 years of service	2 weeks + 4 days
After 7 years of service	3 weeks
After 8 years of service	3 weeks + 1 day
After 9 years of service	3 weeks + 2 days
After 10 years of service	3 weeks + 3 days
After 11 years of service	3 weeks + 4 days
After 12 years of service	4 weeks

Vacation may be taken by an employee during the school year when school is not in session and when it will not interfere with the necessary operation of the department.

Section 3:

A. Sick Leave (with pay)

1. Each full-time employee shall receive seventeen (17) days of sick leave per year, earned as follows: six (6) days will be credited for the first month of employment in a year, with one (1) additional day earned for each remaining month worked thereafter in that year. (Accordingly, new employees hired during the course of a school year and working less than twelve months shall earn less than seventeen (17) days for sick leave purpose only.)

2. Effective July 1, 1995 each full-time employee who works thirty (30) consecutive days, will earn an additional one-half (1/2) day sick leave, with a maximum of four (4) additional days per year.

2a. Effective July 1, 1995, following six (6) years on the 20 days of work policy, effective July 1 of the seventh (7th) year, drivers and assistants will earn one (1) day per month, added on the last day of each month for the period September 1 to June 30 in each school year. The maximum per school year would be ten (10) sick leave days.

2b. For all school bus drivers and school bus driver assistants hired after July 1, 1995 and for those who have not worked six years under the twenty (20) day work policy, they will earn sick leave as follows:

After each twenty (20) days of work, the school bus driver/assistant will earn one-half (1/2) day, up to a maximum of four and one-half (4.5) days of sick leave. (School bus driver/assistant must work in excess of 140 days to earn four and one-half (4.5) days.) A school bus driver/assistant can earn an additional one (1) day of sick leave for working 180 days per school year.

2c. Effective July 1, 2000, 2 a.b. as stated above are obsolete, and the school bus driver/assistant shall earn ten (10) days of sick leave per year, earned as follows: one (1) day will be credited for the first month of employment in a school year (September 1 – June 30) with one (1) additional day earned for each remaining month in that year. Accordingly, new employees hired during the year and working less than ten months shall earn less than ten (10) sick leave days.

3. Any of an employee's sick leave allotment left at the end of the school year shall be credited to the employee's unused sick leave bank which shall be accumulated to a maximum of two hundred (200) days for sick leave purpose only. Sick leave shall be paid proportionate to employee's assignment day.

4a. Employees who are absent due to illness hereunder shall notify their immediate supervisor of such absence as soon as it is reasonably possible. Employees shall be charged from their sick leave bank for such absences.

4b. All employees will be required to provide the school district with a doctor's excuse after five (5) consecutive days of absence. Sick leave will not be paid beyond five (5) days without a doctor's excuse.

5. Sick leave accruals used the day immediately preceding or following a holiday or vacation, or in conjunction with personal leave must be supported with appropriate medical evidence of such illness or other means of objective and non-medical verification as selected by the District.

6. The District agrees to provide the Family Medical Leave Act provisions for all full-time members of the unit in accordance with the existing statute.

B. Personal Leave (with Pay)

In each school year up to three (3) days of a full-time employee's and two (2) days of a school bus driver's and assistant's annual sick leave entitlement may be used for personal leave under the following conditions:

1. Such leave must be requested in writing and approved in advance by the employee's supervisor no later than the work day preceding the day of absence. Waiver may be made by the supervisor in an emergency situation where such prior request is not possible.

2. Personal leave may not be used for employment or as prohibited under Article II, Section 3 of this Agreement.

3. Personal leave may not be used to extend a vacation, recess or holiday period except in most urgent circumstances and as may be approved by the Director for Human Resource Services.

C. Bereavement Leave

1. Bereavement leave (not chargeable against an employee's personal leave limit) shall be granted up to three days prior to or after the day of burial of any member of the immediate family of an employee. For purposes of this contract, "member of the immediate family" shall include: spouse, son or daughter, brother or sister, parent, grandchild, grandfather or grandmother, mother-in-law or father-in-law, or any persons residing in the employee's household.

Bereavement leave shall be granted up to one day for extended family:

For purposes of this contract, "extended family" shall be defined as grandmother-in-law, grandfather-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, aunt, uncle, niece or nephew.

2. Should the employee continue to be incapacitated by emotional stress following the burial of the family member, sick days may be used.

If any employee should need additional time following the burial of an extended family member, the employee may use personal days from the yearly entitlement.

3. In the event that burial is delayed due to circumstances beyond the employee's control, the employee shall notify the District's Human Resource Service Office that the employee will:

a. Use one (1) or two (2) days immediately and hold one (1) day when the burial occurs: or,

b. Use one (1) day immediately and hold two (2) days when burial occurs.

The employee will notify the Human Resource Services Office of this decision the same day that the employee returns to work from the bereavement leave.

D. Leave (without pay) for a short duration, (1 - 20 workdays) may be granted at the discretion of the Director for Human Resource Services.

The Superintendent shall report to the Board for special action each case of extreme hardship for which these leave provisions are not adequate.

Long term leaves of absence (21 workdays to one year) will be granted without pay only by special action of the Board, and with the understanding that at the expiration of the leave period, the employee will return to the position held at the time of the leave, if the position still exists, or the employee will be placed in a similar position if a vacancy exists at the time of the scheduled return from the leave of absence.

Failure to return to work upon expiration of an approved leave:

1. When an employee fails to return to work on the first regularly scheduled work day, upon expiration of the approved leave, and an extension is not made on or before the expiration of the approved leave, it will be assumed the employee's intention is not to return, and the employee's employment will be automatically terminated, effective the first regularly scheduled work day.

In the event that there is no Board meeting scheduled prior to the expiration of the employee's leave, the leave may be extended at the next regular Board of Education meeting, providing necessary documentation is received from the employee.

A person designated by the employee can respond on behalf of the employee, who is on leave, to avoid termination.

2. Repeated and excessive absences may be cause for disciplinary action which may include reprimands, suspension without pay and/or discharge.

E. Temporary Disability Plan

The District shall continue to provide a temporary disability income plan equivalent to the New York State Temporary Disability Law for school bus drivers, assistants and mechanics. Such plan will provide benefit levels and eligibility standards of the New York State Law with the following qualifications and/or limitations.

1. The District will have a disability plan in place that requires a seven (7) calendar day deductible in 1995-1996 and thereafter. The plan details will be available May 15, 1995 and will be implemented July 1, 1995.

2. The District agrees to fund 100% of the current disability plan in 1994-1995 and the cost of seven (7) day deductible plan for 1995-1996. The 1995-1996 plan cost will determine the maximum contribution for 1996-1997. If the plan premiums exceed the District's maximum contribution, the unit members will contribute the difference by payroll deductions.

F. Worker's Compensation and Sick Leave (all employees)

When an employee is disabled and out of work due to a job-related injury covered under Worker's Compensation, such employee shall, at his/her discretion:

1. Be allowed to use available paid accumulated sick leave for the period of disability, or;

2. Receive the weekly benefit check as provided by Worker Compensation.

Such election shall be communicated to the department supervisor in writing. In the event the employee elects (1) above, the District will, upon receipt of the benefit check, credit the employee's sick leave account by the number of days, or portions thereof, that the amount of the benefit check bears to the employee's daily rate of pay.

ARTICLE VIII PENSIONS AND HEALTH INSURANCE

Section 1:

Pensions - All legally eligible employees of the Saratoga Springs City School District who may be members of the New York State Employee's Retirement System shall have their contributions fully paid for by the School District. New employees hired after January 1, 1977 must contribute three percent (3%) of their earnings to the retirement system. Effective July 1, 1988, the District adopted a pension plan for all employees in conformance with the requirements of Section 75-i of the New York State and Local Employees' Retirement System, with options 41-j (a maximum of 165 unused sick days can be added to retirement service credit) and 60-b for eligible employees covered hereunder.

Section 2:
The existing health insurance plans currently in effect for full-time, twelve month employees, shall continue for the duration of this contract. The District will pay 95% of the individual premium cost and 95% of the two-person and family premium cost. The District reserves the right to contract for the benefits provided under this Section and Section 3 through a carrier other than that currently designated. In the event of a change of carrier, such change shall be made only after not less than sixty (60) days written notice to and consultation with STEA. (The term "carrier" shall include the District under any self-insurance plan or any private carrier approved and licensed by the Insurance Department of the State of New York.) The benefits provided by the new carrier shall be substantially equal to or better than the benefits provided by the coverage in effect at the time of such change.

Section 3:
The District shall purchase for every full-time employee currently receiving health insurance benefits the individual Blue Shield Dental Program Basic Coverage and Rider A with the District paying 100% of the individual premium.

Full-time employees may enroll in the family coverage option, with the District paying no more than $11.60 per month as its contribution toward the additional cost of such family coverage.

Section 4:
All school bus drivers and assistants shall be eligible for health insurance coverage equal to that provided for full-time employees pursuant to Section 2 of this Article. The District will pay 95% of the individual premium cost and 95% of the two-person and family premium cost.

Employee contributions shall be made by payroll deductions in equal installments during the school year.

Section 5:

a. The parties agree to add the Managed Care Health provision to the health insurance plan. The penalty will be $300, for non-compliance.

b. The parties agree to Major Medical deductions of $150 for individuals and $300 for two-person and family coverage.

c. The parties agree that unit members covered under the health insurance plan shall sign a waiver agreeing to no duplicate health insurance coverage.

Section 6:

All new employees of the unit hired after January 1, 1992, will contribute toward the health insurance and dental programs (for those eligible for dental) as follows:

5% of the cost of individual coverage.

20% of the cost of two-person or family plan coverage.

After five (5) years of District service and beginning July 1 of the sixth (6th) year, the District will pay 85% of the family and two-person premium; the employee, 15%.

After ten (10) years of District service, and beginning July 1 of the eleventh (11th) year, the District's contribution to two-person and family premium will be 90%, the employee 10%.

Section 7: Mandatory Drug Testing

The District and the Association jointly declare that the continued practice of the safe transportation of passengers on the District's buses is a standard which cannot be compromised by the possibility of employee impairment resulting from either alcohol or drug abuse. Accordingly, the District will cooperate with the Association in jointly formulating a preemptive educational program designed to inform employees of the effects of alcohol or drug abuse on the delivery of transportation services.

The STEA accepts the Board of Education policy and Administrative Regulation regarding the implementation and administration of the federal drug testing program for school bus drivers.

School bus drivers and other individuals selected for random testing will be paid at their regular driving rate for the time necessary to travel to the testing site and to complete the test, including the time waiting for the test to be administered. Once the tests are completed and the individual is free to leave the testing site, the individual will no longer be eligible for additional compensation.

Selected individuals will receive a form to be signed by the Transportation Office and by the drug testing personnel. The form will include the time necessary to complete the tests. The form will be returned to the Transportation Office by the individual for payroll processing.

Section 8: Health Insurance for Retirees

a. The District will continue its past practice of paying health insurance premiums for eligible unit members hired prior to July 1, 1995.

b. Unit members hired after July 1, 1995 with less than twenty (20) years of service, will no longer be eligible for health insurance coverage paid for by the school district.

Eligible unit members hired after July 1, 1995 with the following years of service will be eligible for district health insurance contribution as follows:

20 years of service District will pay 50% of health insurance premium.
25 years of service District will pay 60% of health insurance premium.
30 years of service District will pay 75% of health insurance premium.

The criteria for eligibility for current employees and persons hired after July 1, 1995 is listed below:

"Eligible" employees include the following:

Minimum of ten years of full-time equivalent service. (For our purposes, 175/180/200 day employees work one year.)

Meet eligibility requirements for retirement as outlined under ERS guidelines, i.e., Tier I, Tier II, Tier III, Tier IV.

Current health plan member.

When the employee is eligible, the employee must enroll in Medicare A and B.

ARTICLE IX SENIORITY

Section 1:

Departmental seniority shall be established in the following groups: mechanics, bus drivers and bus driver assistants. Any employee who changes from one title classification to another shall retain those benefits within this contract (vacation, accumulated sick leave and longevity). It should be understood that on the effective date of the change, the employee will be subject to these sections pertaining to the new classification.

An employee may be granted a leave without pay from the employee's current position to accept another position with the above classifications. The leave of absence will allow the employee to retain certain rights. The leave of absence, if granted, may not exceed six (6) months or until the employee is granted tenure in the new position.

Civil Service laws and regulations with regard to employee leave of absence to take another position within the District will be followed.

Section 2:

An employee's formal date of appointment and the appropriate probationary period shall commence on the date specified in the Resolution of Appointment approved by the Board of Education. This date will correspond with the first day of work by such employee following the expiration date of the posting. The application of this Section shall be governed by the Civil Service rules and regulations.

It is acknowledged that in some cases, the seniority date for purposes of layoff and recall and activity run selection may be different than the employee's date of appointment.

Section 3:

For salary and longevity step, an employee beginning on or before January 1st shall move to the next increment on July 1st following. For vacation schedule, full-time employees beginning on or before January 1st shall move to the next increment on July 1st following.

Section 4: Layoffs and Recall

a. In the event of a reduction in force, provisions of Civil Service Law shall apply. If in the competitive class, permanent employees shall be laid off in the inverse order of their seniority and be placed on the Civil Service preferred recall list, such list to remain in effect for four (4) years. If in the non-competitive class, permanent employees shall be laid off in the inverse order of their seniority and be placed on a preferred non-competitive recall list, such list to remain in effect for four (4) years.

b. Employees who are laid off due to a reduction in work force shall receive at least fourteen (14) calendar days notice.

c. When an employee is notified of layoff, he shall be permitted to accept any lower paying position he is able to perform provided a vacancy exists at the time of the layoff.

d. Recall of employees laid off by a reduction in work force shall be in the order of their seniority from the appropriate preferred list. Notice of recall shall be by certified mail to the last known address.

e. An employee shall be dropped from the recall list if he does not respond to the employer within five (5) days after either receipt of notice of recall or proof of nondelivery.

This seniority shall be mutually developed by the school district and the Saratoga Springs City School District Transportation Employees representative.

ARTICLE X ASSIGNMENT OF WORK

Section 1:

All school district vehicles designated as school buses, and operated to provide daily transportation for Saratoga Springs students to and from their homes, shall be driven by qualified transportation personnel.

Section 2:

Assignment of all work shall be done by seniority. Substitutes and mechanics shall be used only when regular drivers are not available when the transportation office receives less than one (1) hour notice regarding an activity run, and there is no driver on the transportation premises, and/or available by bus radio system.

Section 3:

PERMANENT VACANCY: A permanent vacancy shall occur when an employee doing unit work resigns, retires or is terminated from his or her position, or when a new position is created or when an employee notifies the employer in writing that he or she will leave his or her employment on a particular future date.

As a permanent vacancy occurs, or is anticipated, within the department and the school district deems it necessary to fill such vacancy, a notice will be posted within two (2) working days that the vacancy exists, or will exist, on a special bulletin board provided for STEA employees. Such notice shall include, at a minimum, a description of the position being vacated, the date upon which the vacancy will occur, the block time, as determined by Article XVIII, Section 4, of the position vacated, the period during which bids will be accepted and the date on which the position will be awarded. Selection of employee applicants will be based on seniority and qualifications to be determined by the district or its representative, which shall consist of no less than two members. Vacant positions shall be first awarded to the most senior who meets the qualifications set forth in the notice of vacancy. In the event that no employee applies for the position or no employee qualifies for the position, it may be offered to a person outside the bargaining unit. In the event that the employee's application is denied for any reason, said employee shall be notified by the school district or its representatives in writing of the status of the application. The District will not be required to accept or consider applications from employees seeking to occupy two (2) positions of employment within the District.

Permanent vacancies shall be posted for a period of five (5) working days and awarded within two (2) working days after the close of the five (5) day period.

All vacancies shall be posted at the block time established in Article XVIII, Section 4. In the event that the actual time for the position varies from the posted block time, the position will be re-posted.

Section 4:

TEMPORARY VACANCY: A temporary vacancy shall occur when an employee doing unit work is unable to perform his or her duties due to authorized leave.

Temporary vacancies shall be treated as follows:

SHORT DURATION: Temporary vacancies of less than twenty (20) days shall be filled by a substitute.

LONG DURATION: Temporary vacancies of more than twenty (20) days duration shall be posted immediately and assigned contingent upon Board of Education approval of the leave of absence. The award cannot occur until the Board of Education takes official action. Seniority date will be retroactive to the date of assignment.

Where necessary, the District may require an employee trained to drive handicapped bus runs to accept a particular run on a temporary basis. In such instances, the employee shall be paid for the higher of the block times for the employee's permanent work and the temporary work.

The District shall determine whether or not to provide training for handicap runs. When such training is offered, it will be offered to all eligible employees who are interested in driving handicapped bus runs. Employees taking the training must be willing to accept available handicapped bussing when it occurs. Failure to comply with the requirements will result in a payroll deduction of one (1) hour and removal from the trained handicapped driver list for one (1) year. An employee shall not be denied handicapped bus driving work because the employee has not received handicapped training unless the employee has failed to accept training when offered by the District.

All training for driving handicapped bus runs will be offered at the September orientation program. As the need arises, additional training may be offered during the school year.

TEMPORARY MECHANIC VACANCY: The District may consider the hiring of handyperson(s) to substitute for a mechanic position if the vacancy is temporary and less than thirty (30) days.

Section 5: Activity Run

An activity run is an authorized bus run to transport students on field trips or extracurricular activities. School bus drivers shall not be eligible to drive activity runs which interfere with their regularly scheduled block of time.

SHUTTLE TRIPS:

A shuttle usually involves transportation of students from one school to another District school. A shuttle to Skidmore College would be considered a shuttle service for AP courses.

The following are examples of shuttle service but should not be considered all inclusive:

1. Junior or Senior High School to an elementary school for a form of tutoring or demonstration.

2. Drug awareness presentations.

3. Testing, as to Skidmore for advance placement.

4. Bowling alley when part of gymnasium classes. (PE)

5. Elementary students to Maple Avenue School for 6th grade orientation.

6. Secondary students to BOCES for program orientation.

7. Graduation rehearsal.

8. End of year field days held at State Park.

9. Kindergarten field day held at Geyser Road for other District schools.

10. Rehearsals by District schools at other district schools such as concerts at the Junior High School.

FIELD TRIPS:

1. Elementary trips to the following locations within the school district:

   a. Academic: Public Library, Museums, Race Track, Fire Houses, Post Office, Police Station/Barracks, City Hall, Town Halls, Restaurants, Farms, Animal Attractions.

   b. Non-academic: Proctors, Great Escape, Animal Farms, Apple Orchards, Restaurants.

2. Secondary field trips to the following locations :

   a. Competitions, debates, East Side Recreation, prisons, restaurants.

It is understood that both definitions indicate only a partial list, and it is not intended to reflect all shuttle and/or field trips. However, it is an attempt to better define existing practice.

When regular bus drivers are not eligible to drive activity runs, the District may hire qualified substitute bus drivers to drive activity runs. At the school district's option, where there is insufficient substitute bus drivers available, the District may seek regular school bus driver volunteers. Driver volunteers will be assigned on a seniority basis.

All other activity runs for school bus drivers will be assigned on a rotating basis by seniority.

A. When a teacher/advisor receives authorization for a group of students five (5) or less, to participate in area competition associated with the classroom (exclusive of intra-scholastic sports), the teacher/advisor, upon request, may use a District vehicle designated as a school bus to transport the students. As a courtesy, the STEA President will be notified.

EMERGENCY SITUATION: A qualified school bus driver, other than a regular school bus driver, will be allowed to drive an activity run under the following emergency situation:

When the transportation office receives less than one (1) hour notice regarding an activity run, and there is no driver on the transportation premises, and/or available by bus radio system.

All activity runs shall be compensated, effective upon ratification, at the following rates:

1999-2000	$12.08 per hour
2000-2001	$12.32 per hour
2001-2002	$12.57 per hour
2002-2003	$12.82 per hour

Drivers, where practical, will provide the transportation office at least one week's notice when the driver determines he/she cannot complete the field trip assignment. A "real" emergency would be considered beyond a driver's control. Failure to notify the transportation office for the first incident will result in the suspension of field trip assignments for a period of one (1) month for the driver. A second incident will result in a three (3) month suspension, and a third incident, for a period of six (6) months.

ARTICLE XI EXTRA WORK

Extra work shall include both custodial and driving duties, such as handipersons, bus washers, coverage of BOCES, Occ. Ed., noontime and late runs.

Handiperson and bus washing duties shall be posted in September and awarded from a bid sheet according to seniority. Daily coverage of absences shall be assigned from the extra work assignment book on the basis of seniority. Such book shall be available every workday from 6:00 a.m. to 8:30 a.m. for signing by employees. Work shall be awarded prior to 9:00 a.m.

Daily coverage of absences, such as BOCES, Occ. Ed., noontime and late runs, shall be awarded on the basis of seniority from the extra work assignment book following the above guidelines.

Watch duties and snowplowing shall be performed by mechanics. In the event that sufficient coverage is not available, other unit employees shall be offered the work on the basis of seniority.

Handiperson(s) or any other employee(s) must be qualified to use snow removal equipment. The District will be the sole judge of the individual's ability to properly operate District snow removal equipment. Handiperson(s) will be given priority in the assignment of watch duties and snow plowing over other unit employees with more seniority, assuming they are qualified operators.

Shuttles occurring throughout the school year, when time is of the essence, such as graduation rehearsal, year-end picnics at the State Park, etc., shall be awarded to the senior driver at the school from which the shuttle originates.

Extra summer work shall include bus runs, handyperson and bus washing and shall be posted by June 1st of each year. Driving positions within the District shall be posted in accordance with Article X. Daily coverage of absences shall be awarded by seniority from the bid sheets.

District vehicles leased to third parties shall be driven by unit drivers at a minimum of Step Entry of the schedule in effect at that time. Such vacancies shall be awarded by seniority with the following exception: Employees currently performing these duties shall be awarded these assignments for the duration of this Agreement. Daily coverage of absences shall be awarded by seniority from a bid sheet. Grandfathered employees include the following:

Camp Saradac
Avona Dingmon
Robert Evans

Wilton Summer Recreation
Mary Ann Ordon

YMCA
Margaret Roxbury

Greenfield
Patricia Subcliff

MINIMUM ONE HOUR:

a. BOCES occupational education runs (10:30 a.m. and 11:30 a.m.) will be paid at a minimum of one (1) hour.

b. P.M. late runs (3:20 p.m.) will be paid at one (1 hour) minimum.

c. All other extra work will be paid at a minimum of one (1) hour unless added to the existing block. When added to the block, the time will be paid in accordance with existing language (10 minute increments). Work added to an existing block will not have a guarantee of one (1) hour for person awarded the bid, and when the work is available when person is absent.

For the purposes of clarification, all custodial duties (handyperson and bus washers) shall be paid at the following rates:

1999-2000	2000-2001	2001-2002	2002-2003
$7.60	$7.88	$8.16	$8.46

ARTICLE XII TENURE

A. All employees other than competitive employees governed by Municipal Civil Service Rule XIV shall receive tenure after they have successfully completed a probationary period of six (6) months from their last appointment. Once tenured, no employee may be removed or otherwise subjected to any disciplinary penalty except for incompetency or misconduct. Each tenured employee so discharged or disciplined may have the right to a hearing before the Board of Education and subject to an appeals procedure as outlined in Section 75, subsections B, C, and D, and Section 76 of the New York Civil Service Law.

This article does not, however, include employees who can no longer qualify for their jobs nor does it apply to layoffs or job abolishment.

ARTICLE XIII DISCIPLINE, SUSPENSION AND DISCHARGE

A. The parties subscribe to the concept of progressive discipline except for the most serious type of offense. Any employee subject to disciplinary action shall have the right to union representation. A tenured employee may not be removed from service and otherwise disciplined except for acts of incompetency, insubordination or misconduct.

Any employee subject to disciplinary action shall have the right to union representation and shall be so informed before any hearing or interview.

(Appendix I) The form must be provided to any employee to indicate his/her wishes regarding union representation. If an employee refuses to sign the form, an STEA representative will be asked to witness the employee's refusal to sign the form. The form would be maintained on file for future reference.

B. Investigations into alleged employee incompetency, insubordination or misconduct shall be undertaken promptly and confidentially. All parties involved in the alleged complaint will cooperate fully with the District to resolve the matter as quickly as possible. The employee shall be notified of the alleged complaint only if the complaint is proven to be founded. At the same time the employee is notified, the President of the Association shall also receive notification. All investigations shall be completed within forty-five (45) days after the alleged complaint is received by the District. It shall be recorded by the Director for Human Resource Services who shall initiate the process. All findings shall be returned to the Director for Human Resource Services for final disposition.

C. Forms of Disciplinary Steps

1. Except as set forth in C4, the first formal disciplinary step shall be a written warning from the employee's immediate supervisor describing the incident, specific deficiencies and the steps necessary to return to a satisfactory level of performance. This letter shall be filed with the Director for Human Resource Services in the employee's personnel file. The employee shall acknowledge receipt of the written warning by signing and dating the original notice.

2. After the employee receives three (3) written warnings from the immediate supervisor, the employee may be suspended without pay for up to a maximum of three (3) days.

3. Additional written warnings may result in further disciplinary action, including a suspension, with or without pay, for more than three (3) days or discharge.

4. Suspension without pay may be invoked with less than three (3) written warnings where the employee's acts create a danger to the health, safety or welfare of the staff, students, and/or general public, or create a danger to property.

The immediate supervisor does not have the authority to suspend any employee, but can only recommend discipline to his/her immediate supervisor. The action outlined in this article shall be within the authority of the above named personnel.

In case of suspension, any penalty must be imposed within forty-eight (48) hours of written notification to the employee.

5. Within ten (10) days after the proposed penalty and upon the employee's written request, the Superintendent or his/her designee will meet with the employee and the supervisor to review the case and the penalty and give his/her final determination.

D. Employee Rights

1. Employees shall have the right, upon request, to review any written statements concerning their conduct or work assignment and to make copies of same.

Pre-employment reference materials are excluded from review unless the employee obtains a written release from the originator.

All of this information shall be available in the Human Resource Office and no other files shall be considered acceptable without the employee's acknowledgment that the information was being forwarded to the Human Resource Office for filing in the official personnel file.

The supervisor has the right to maintain notes regarding any employee in a separate file; however, for official action, this information must be placed in a written reprimand, reviewed with the employee, acknowledged by the employee that he/she has received a written copy, and advised that the written reprimand is being forwarded to his/her District personnel file.

2. No material relative to an employee's conduct, service, character or personality shall be placed in the employee's personnel file unless the employee has had the opportunity to review the material.

The employee is obliged to acknowledge that he or she has had the opportunity to review such material by affixing his or her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof, but merely indicates that the employee has seen such report.

The employee shall have the right to submit a written answer to such material and the employee's answer shall be reviewed by the Assistant Superintendent for Business, acknowledged and attached to the file copy.

ARTICLE XIV GRIEVANCE PROCEDURE

In order to establish a more harmonious and cooperative relationship between transportation personnel, administrators and members of the Board of Education which will enhance the educational program of the Saratoga Springs City Schools, it is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of differences, promptly and fairly as they arise and to assure equitable and proper treatment of transportation personnel. The provisions shall be literally construed for the accomplishment of this purpose.

Section 1: Definitions

ADMINISTRATOR: Administrator shall mean any person responsible for or exercising any degree of supervision or authority over such personnel.

CHIEF ADMINISTRATOR: Chief Administrator shall mean the Superintendent.

GRIEVANCE: A grievance shall mean any claim of an alleged violation, misinterpretation or inequitable application of a specific article or section of this Agreement.

IMMEDIATE SUPERVISOR: Immediate supervisor shall mean the supervisor to whom the employee is directly responsible.

INCIDENT: When used with regard to the grievance procedure set forth in this Agreement, an "incident" shall be deemed to occur when an action taken by the employer takes final effect. Incidents involving a reduction of an employee's pay for any reason shall be deemed to take effect on the day that the employee receives his or her paycheck containing such reduction.

REPRESENTATIVE: Representative shall mean the person or persons designated by the aggrieved person as his or her counsel or to act in his or her behalf.

TRANSPORTATION PERSONNEL: Transportation personnel shall mean all employees in the bargaining unit.

Section 2: Basic Principles

1. It is the intent of these procedures for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.

2. An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.

3. An employee shall have the right to be represented at any step of the procedure by STEA or by a representative of his own choosing, but no other employee organization may institute a grievance or represent an employee in the processing of a grievance.

4. An employee and his/her representative, if a school employee, shall be allowed time off from his/her regular duties as may be necessary for the processing of a grievance under the procedures without loss of pay or vacation or other time credits. However, every attempt will be made to prepare and process grievances before or after work or during the grievant's and/or representative's lunch or break periods.

5. Each party to a grievance shall have access at a reasonable time to all written statements and records pertaining to the case.

6. All hearings shall be confidential.

7. It shall be the responsibility of the Chief Administrator to give force and effect to these procedures. Each administrator shall have the responsibility to consider promptly each grievance presented to him/her and make a determination within the authority delegated to him/her within the time specified in these procedures.

Section 3: Preparation Processing

1. The "Statement of Grievance" signed by the grievant, shall include the name and position of the party involved, the date of the incident which gave rise to the grievance, state the facts giving rise to the grievance, identify all the provisions of this Agreement alleged to be violated by appropriate reference, state the contention of the party and of the Union with respect to these provisions, and indicate the relief sought.

2. If a grievance affects a group of employees, it may be submitted by the Association directly at Step 3 described below, and a grievance may be filed by the Board directly at the Step 3 meeting.

3. A copy of the grievance and correspondence thereafter shall be forwarded to the Director for Human Resource Services for numbering and maintaining of a grievance file.

Section 4: Procedures

Step 1.

Within ten (10) working days of the incident which gave rise to the grievance, the grievant shall request a meeting with the employee's immediate supervisor and a Union representative for informal verbal discussion of the incident. This meeting will be held within two (2) working days of such request. In the event that the parties resolve the matter, the supervisor shall give his or her answer in writing to the grievant within four (4) working days.

Step 2.

Within fifteen (15) working days of the Step 1 meeting (if the grievance is not resolved), the grievant will present the "Statement of Grievance" to the immediate supervisor. Within ten (10) working days after presentation of the Statement of Grievance, the supervisor shall give his/her answer in writing to the grievant.

Step 3.

a. Within five (5) working days after a determination has been made at Step 2, (if the grievance is not resolved), the aggrieved person shall make a written request to the Chief Administrator or his designee with a copy to the immediate supervisor for review and determination. If the Chief Administrator designates a person to act in his/her behalf, he/she shall also delegate full authority to render a determination in his/her behalf. The Chief Administrator or designee shall notify all parties concerned in the case of the time and place when an informal hearing will be held where such parties may appear and present oral and written statements supplementing their position in the case. Such hearing shall be held within ten (10) working days of receipt of the written request.

b. The Chief Administrator or designee shall render a determination within ten (10) working days after the written statements have been presented.

Step 4.

a. If the grievance is not resolved at Step 3, either party, upon written notice to the other, may submit the grievance to arbitration within fifteen (15) working days of the decision in Step 3 (b).

b. Within five (5) working days after such written notice of submission to arbitration, the Chief Administrator and the STEA Unit will agree upon a mutually acceptable arbitrator competent in the area of grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

c. The selected arbitrator will hear the matter promptly and will issue a decision not later than thirty (30) calendar days from the date of the close of the hearing, or if an oral hearing has been waived, then from the date the final statements and proofs are submitted. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues.

d. The arbitrators award will be final and binding on the parties.

Section 5. Powers of the Arbitrator

It shall be the function of the arbitrator, and he/she shall be empowered except as his/her powers are limited below, after due investigations, to make a decision on cases of alleged violation of the specific articles and sections of the Agreement.

1. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

2. He/she shall have no power or authority to make any decision which required the commission of an act prohibited by law of which is violative to the terms of the Agreement.

3. He/she shall have no power to rule on any of the following:

a. The termination of services of any probationary employee.

b. Any matter in this contract subject to Section 75 and 76 of the Civil Service Law, pursuant to Article XI, Section L.

4. The fees and expenses of the arbitrator shall be shared equally by the Board and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

ARTICLE XV RECIPROCAL RIGHTS

The employer recognizes the right of the employees to designate representatives of the STEA to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this Contract and to visit employees during working hours as long as the visit does not interfere with the orderly performance of required duties.

Section 1.

The employer shall so administer its obligation under this contract in a manner which will be fair and impartial to all employees and shall not discriminate against any employee by reason of sex, nationality, race or creed.

Section 2.

The STEA shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the employer, subject to the approval of the contents of such notices and communications by the District or its designee.

Section 3.

Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this contract shall make every effort to conduct Association business on their own time. However, in the event this is not possible, this time may be permitted upon request.

Section 4.

Information related to an employee's conduct shall not be placed in the employee's personnel file without such employee receiving a copy of the report. Employee will acknowledge receipt of copy by initialing the copy placed in the personnel file.

The employee shall have the right to respond to such material placed in the file, and said response will be placed in the personnel file. Each employee, upon request, shall have the right to inspect such personnel file at any time, provided a one (1) week notice is given the Human Resource office. It is agreed that pre-employment material shall not be available for employee to review.

There is only one accepted personnel file and that is maintained in the school district's Human Resource office.

Section 5.

With reasonable advance notice to the Supervisor, STEA delegates will be allowed three (3) aggregate days annually without loss of pay to attend workshops, conventions or other informational meetings.

ARTICLE XVI DUTIES & OBLIGATIONS

Adhering to the principle that duties and obligations come with rights and privileges, the STEA agrees to do its utmost to see that its members perform their respective duties in the School District loyally, efficiently, and continuously under the terms of this Agreement. The STEA and its members will use their best endeavors to protect the interest of the students, School District and the citizens, to conserve its property and give service of the highest quality.

ARTICLE XVII LIAISON

Section 1.

A committee shall meet with the Superintendent or his designee and other such administrators as he/she may designate at least once a month during the school year to review and to discuss policies and items of mutual concern. Agenda items covering those matters to be discussed shall be exchanged at least three (3) working days before said meeting. Cancellation of any monthly meeting will be by mutual agreement.

Section 2. Liaison Meetings with Transportation Supervisor

A committee shall meet with the Transportation Supervisor at least monthly during the period September 1 through June 30 in each school year to review and to discuss items of mutual concern. Agenda items covering those matters to be discussed shall be exchanged at least three (3) working days before said meetings. Cancellation of any monthly meeting will be by mutual agreement. Postponed meetings will be held within ten (10) working days.

Minutes of meetings will state resolution and a time frame for implementation.

Section 3.

a. School bus driver assistants will attend the annual orientation and training program.

b. A committee will be established by February 1, 2000 to clarify the roles and responsibilities of school bus driver assistants, identify training needs and develop activities to address mutual concerns. The Committee will consist of the following: Transportation Director or designee, one school bus driver assistant, one school bus driver assigned to special education students and the Director for Pupil Services.

ARTICLE XVIII GENERAL

Section 1.

Employees who are required to be on jury duty will receive their daily compensation less the amount received for serving on the jury.

Section 2.

The District will compensate all employees at time of retirement or death for unused sick leave as follows:

a. After 20 years of local service with the District - 40 days at half pay.

b. After 25 years of local service with the District - 50 days at half pay.

Section 3.

Employees who become disabled because of pregnancy shall be eligible for an unpaid leave of absence during the period of such disability (as established by competent medical evidence) up to a maximum of one year. Such leave will be without benefits, but there will be no loss of credited service during such leave.

Section 4.

BLOCK TIME is the time required to complete a particular bus run, rounded to the next 10 minute interval. Established block times shall include a ten minute period before each bus leaves the garage in the morning and a ten minute period after the last run for bus check, fueling, reports, journals, etc.

The Transportation Supervisor, in consultation with two (2) STEA delegates, (together, the "committee") shall meet in August of each year to review bus routes and establish block times. Drivers shall be given written notification of the block time established by the committee at orientation. The committee shall meet to review all block times by October 1st. The Transportation Supervisor shall make any final adjustments to block time by November 1st. Thereafter, the block time may not be modified without written notice to the employee and to STEA. Such notice shall state, at a minimum, the amount of such change, the reason for the change and date upon which the new block time will become effective. Modifications in block time may not be made retroactive. If an employee objects to the "block" or trip time as established or modified, he may submit such objection to an in-house committee composed of two (2) District delegates and two (2) STEA delegates for a final decision. In the event a decision is not reached, the Assistant Superintendent for Business may render a final resolution.

Section 5.

The District will allow regular school bus drivers/assistants up to one (1) hour with pay during the first week of school only, for completion of revisions of route write-up reports.

If the District loses a write-up which it has indicated receipt of in the office file, the District will pay the school bus driver and/or assistant one (1) hour to re-write the report. The District must request the driver to rewrite the report.

Section 6.

Notwithstanding the additional time allowances provided in Section 4 and Section 5, employees shall make productive use of paid and non-driving time to sweep or otherwise clean their bus, complete reports and perform other job-related functions which can be done during these periods.

Section 7.

The STEA President shall be provided with a copy of the official summary agenda of the Board of Education in advance of the Board meeting.

Section 8. Meal Allowance

Reimbursement shall be made on Friday following a payroll date, if the business office has received the claim on the payroll date.

Drivers will be paid guaranteed amounts as indicated in the contract without receipts for all out-of-school district field trips.

Drivers will not be reimbursed for meal allowance if the field trip does not leave the school district boundaries, unless the driver is directed to stay with the bus for the duration of the field trip.

Breakfast (6:30 a.m. - 9:30 a.m.)	$3.50
Lunch (11:00 a.m. - 2:00 p.m.)	$5.00
Dinner (4:30 p.m. - 7:30 p.m.)	$7.50

Trip duration is two hours during said times.

ARTICLE XIX
DIFFERENTIALS/LONGEVITY

LONGEVITY FOR FULL-TIME EMPLOYEES, SCHOOL BUS DRIVERS AND SCHOOL BUS DRIVER ASSISTANTS

After 10 years ,1 3/4% of gross salary.
After 15 years, an additional 1 3/4% of gross salary.
After 20 years, an additional 1 3/4% of gross salary.
After 25 years, an additional 1 3/4% of gross salary.

Longevity payments for school bus drivers and school bus driver assistants may not exceed the amount set forth for full-time employees.

Longevity earned for the previous school year will be paid prior to the end of the calendar year.

RETIREMENT INCENTIVE

Only one incentive will be awarded, either $300 or $500, depending upon the number of years of service. If a member retires and then he/she is rehired, only one retirement incentive is awarded upon the initial retirement.

$300 for final year after twenty (20) years of service.
$500 for final year after twenty-five (25) years of service.

CLOTHING ALLOWANCE

1. The District will provide the full-time mechanics (when performing the duties of mechanics) eleven sets of cotton or polyester-blend clothing, dependent upon mechanic's choice, and maintenance thereof in accordance with past practice.

2. Full-time mechanics will be allowed a maximum of $325 to cover the cost of work clothing, one pair of safety shoes, one (1) pair of safety glasses, and replacement of tools. Any tools purchased with school district funds will become the property of the school district when the employee retires, resigns or dies.

3. The Transportation Supervisor will establish a system of vouchering for approved purchases under # 2 above.

ARTICLE XX SAVINGS CLAUSE

This Agreement and all provisions herein are subject to all applicable laws. It is contemplated that terms and conditions of employment provided in the Agreement shall remain in effect until altered by mutual agreement in writing between the parties.

ARTICLE XXI DURATION

This Agreement shall become effective July 1, 1998 and shall terminate at the close of business June 30, 2003.

ARTICLE XXII ASSOCIATION SECURITY

Any rights, privileges or benefits which are defined by the Public Employment Relations Board as "terms and conditions of employment", and already accorded STEA employees of the Saratoga Springs City School District shall not be rescinded or changed without negotiating the matter with STEA.

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

In witness whereof, the parties have hereunto set their hands on the 1st day of February 2000

Henry C. Lambley
President, Saratoga Springs Board of Education

Dawn Wetsel
President, Saratoga Springs School District Transportation Employees Unit (STEA)
Dawn Wetsel

John E. MacFadden
Superintendent of Schools
John E. MacFadden

APPENDIX I

ENTRY SALARY SCHEDULE

	99-00	00-01	01-02	02-03
Bus Drivers	$12.00	$12.25	$12.49	$12.74
Bus Driver Assistants	$ 9.06	$ 9.24	$ 9.42	$ 9.61
Mechanics	$27,031	$27,571	$28,123	$28,685
Head Mechanic	$31,731	$32,365	$33,013	$33,673

With written notice to the STEA, the District has the right to exceed the hiring schedule for head mechanics and mechanics.

APPENDIX II

SARATOGA SPRINGS CITY SCHOOL DISTRICT

The School District wishes to question you about a matter which has the potential to be a subject of disciplinary action. You have a right to representation by your certified employee organization, the Saratoga Transportation Employees Association. It you choose to request representation, a reasonable period of time shall be afforded to obtain such representation.

I request reasonable time to secure STEA representation. (Check desired box)

Yes _____ No _____

_____ _____
Employee Signature Date

_____ _____
STEA Rep. Signature Date

_____ _____
Supervisor Signature Date

Employee refused to sign:

_____ _____
STEA Rep.Signature Date

_____ _____
Supervisor Signature Date

Comments:

COPY TO: STEA President

APPENDIX III

SARATOGA SPRINGS CITY SCHOOLS
SARATOGA SPRINGS NEW YORK 12866
5 WELLS STREET
(518) 583-4700

School Business Official

MEMORANDUM OF UNDERSTANDING

Bidding By A Disabled Regular School Bus Driver
Definite Return to Work Date

The purpose of this Memorandum of Understanding is to establish that when a regular school bus driver is disabled and does have a definite date to return to work, the disabled regular school bus driver shall be allowed to bid on a posted block of time, if the definite date established for the return to work is fifteen (15) or less working days from the date that the driver is scheduled to begin work on the posted block of time.

It is understood that a regular school bus driver, disabled due to an injury sustained on or off the job, is subject to the above policy.

If the regular school bus driver is not able to return to work on the sixteenth (16) day (with a doctor's excuse extending the return to work date), there will be a joint meeting of two district officials and two STEA representatives to investigate the matter. The team will make a recommendation based upon the investigation as to whether the regular school bus driver can return to work in a fifteen (15) day period. If the driver cannot return, the bid will be awarded to the next most senior driver that bid on the original posting. The disabled driver will be maintained on a leave without pay status until such time that the driver receives clearance from the doctor to return to work.

The disabled driver will return to work on the block of time that was his/hers when the injury occurred.

It is the intent of this Memorandum of Understanding to reduce the hiring of temporary personnel on our bus routes and to gain more consistency in this operation of our district bus routes.

STEA President

School Business Official

STEA Vice President

Director of Human Resources

STEA Greivance Chairperson

Transportation Director

Dated: 4/11/94