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2005 – 2006
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2007 – 2008
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AGREEMENT

BETWEEN

THE TICONDEROGA CENTRAL SCHOOL DISTRICT

AND

THE TICONDEROGA SUPPORT SERVICES ASSOCIATION

NYSUT, AFT, AFL-CIO, LOCAL 4251

RECEIVED
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RELATIONS BOARD

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PREAMBLE

Acceptance of a position with the Public Schools of Ticonderoga is to undertake a responsibility of a high order. Each employee of the School District assumes part of the responsibility for the welfare of the most valuable possession of the communities -- their children. The non-instructional employees not only protect the health and safety of the children of the school, but also teach many valuable lessons in the most effective manner possible by example. The employee of the School District who does his job efficiently, who is neat in appearance, effective in protecting the property of the school, and who maintains dignity at all times for his work and for the schools is a teacher of children.

It is public policy and the purpose of this agreement to promote harmonious and cooperative relationships between the Ticonderoga Central School District and its employees, and to protect the public by assuring, at all times, the orderly and uninterrupted operations of government. This agreement is made between the Ticonderoga Central School District, thereinafter referred to as the "Board" and the Ticonderoga Support Service Association, a local of the New York State United Teachers, AFT, AFL-CIO, hereinafter referred to as "Union".

DEFINITIONS

The common terms used throughout this Agreement are defined as follows:

A. Board means the Board of Education of the Ticonderoga Central School District.

B. Employee means all individuals represented by the Ticonderoga Support Services Association as their collective bargaining agent.

C. Union means the Ticonderoga Support Services Association.

D. Superintendent means the Superintendent of Schools of the Ticonderoga Central School District.

E. District means the Ticonderoga Central School District.

F. Substitute employee means an employee of the district who is replacing a unit member in an encumbered position who is on leave from the district.

G. Temporary employee means an employee of the district who is working in a nonpermanent position for a duration not to exceed six (6) months. Under no circumstances will an existing permanent position be replaced or reduced below the normal working hours by the use of a temporary employee.

ARTICLE I
RECOGNITION AND UNION STATUS

A. The Ticonderoga Central School Board of Education (hereafter referred to as the "Board") recognizes the Ticonderoga Support Services Association (hereafter referred to as the "Union") affiliated with the New York State United Teachers, American Federation of Teachers and the AFL-CIO, as the exclusive bargaining representative for the purpose of collective negotiations and the settlement of grievances for the non-instructional unit as described below.

B. The bargaining unit includes all full and part-time employees in the following titles: custodian, maintenance, cleaner, grounds keeper, assistant mechanic, cleaner/messenger, bus driver, bus driver-mechanic, mechanic, food service helper, cook, baker, cafeteria clerk, secretary, library clerk, teacher aide, general aide, computer aide, teaching assistant, office clerk, study hall monitor, nurses, lead cook, garage helper, groundskeeper/cleaner, stenographer, and data entry machine operator. Excluded from the unit are the Director of Transportation, Operations and Maintenance; Supervisor of Operations and Maintenance, Supervisor of Transportation, Head Bus Driver, Cook Manager, substitutes, temporaries and all other employees of the Board.

C. While Paragraph B above includes maintenance in the bargaining unit, it does not preclude other employees including supervisory personnel from doing maintenance in accordance with Board Policy.

D. The relationship to the bargaining unit of any newly created position will be discussed with the Union at the time the position is established. The terms and conditions of any newly created position will be negotiated between the parties.

ARTICLE II
AGENCY FEE

A. The District will deduct an Agency Fee from the wages of any member of the unit who is not a dues paying member of the Association.

ARTICLE III
JOB DUTIES AND CLASSIFICATIONS

A. A statement of duties and responsibilities for the positions covered by this Agreement shall be available to employees from the immediate supervisor of each employee group. Copies shall be sent to the Union.

B. Each employee shall have the right to discuss the duties and responsibilities of his position with his immediate supervisor and make suggestions concerning proposed changes.

ARTICLE IV
SAFETY AND EQUIPMENT

A. Employees will not be required to work in violation of any applicable statute or court order, or in violation of a government regulation relating to safety of person or equipment.

B. Employees shall immediately or at the end of their shifts report all defects in equipment. The District shall not ask or require any employee to use equipment that has been reported in writing by any other employee as being in an unsafe operating condition unless such equipment has been inspected by the appropriate supervisor.

C. All equipment, which is deemed by the supervisor to be not mechanically sound or unsafe, shall be appropriately tagged by the supervisor so that it cannot be used by employees until properly repaired.

D. As provided by law, employees shall be held save harmless.

ARTICLE V
ABSENCE FROM WORK

A. General

1. Unless otherwise indicated, employees who normally work twenty (20) or more hours per week shall be entitled as qualifying employees to the applicable benefits as outlined in this Article.

2. In the event of an involuntary reduction in hours below twenty (20) hours per week, the employee will continue to receive benefits under this Article as if he/she were working at twenty (20) hours or more per week.

B. Deductible Leave

1. Sick Leave

a) Qualifying employees shall be granted sick leave with pay per year as follows:

School Year Employees	=	11 days per year
10 month employees &Teaching Assistants	=	12 days per year
11 month employees	=	13 days per year
12 month employees & Nurses	=	14 days per year

b) Employees can accumulate sick leave with pay up to a maximum of two hundred (200) days.

c) Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or sick leave provisions of this Agreement. The Board may require a physician's certificate attesting to the period of disability. During a period of disability, the employee shall, at her option, be entitled to the use of any accrued sick leave.

2. Absence Due to Illness in the Family
Each qualifying employee shall be granted up to five (5) days absence per year with full pay for illness in the family. Family is defined as spouses, sons, daughters, parents or foster parents and foster children. Such leave will not accumulate and will be deducted from sick leave.

3. Bereavement Leave
Each employee will be granted up to five (5) days with full pay for absence for each occurrence of death in the family. Family is defined as spouses, brothers, sisters, sons, daughters, parents, or grandparents of both spouses, foster parents and foster children. Such leave will not accumulate and is deducted from sick leave.

4. Personal Leave Days
Personal leave may not be taken to extend a holiday or vacation. Whenever possible, notification or requests for personal leave must be submitted at least two days prior to the day(s) of leave. When a request for a personal leave day has been made two days in advance in writing to the Superintendent, written notice of the disposition of the request will be given to the employee no later than one day prior to the leave.

a) Each qualifying employee shall be granted three (3) days with full pay per year for personal leave without stating reason.

Personal leave days will not accumulate and will be deducted from sick leave.

5. Emergency Leave
The Board may grant emergency leave of absence on such terms as it deems appropriate. Emergency leave absences will be granted without diminution of salary and days taken will be deducted from accumulated sick leave.

C. Unpaid Leave
1. Extended Sick Leave
Employees whose personal illness extends beyond the period of accumulated sick leave may be granted an unpaid leave of absence, subject to the approval of the Board of Education, for a period of up to one (1) year without pay.

2. Leave of Absence
A leave of absence without pay or increment of up to one (1) year may be granted for personal reasons. Additional leave may be granted at the discretion of the Board.

D. Child Care Leave

1. Qualifying employees will be granted an unpaid child care leave upon submission of a written application to the Superintendent. Childcare leave may be granted for a period not exceeding one (1) year. Childcare leave will include, but not be limited to maternity.

2. Childcare leave may be granted after certification of capability to return to employment. Nothing herein shall be construed to prevent pregnant employees from beginning an unpaid childcare leave prior to the expected birth of a child.

3. Termination of childcare leave will be either February 1 or September 1. However, the termination of a childcare leave may be earlier when the leave is contiguous with a pregnancy related disability.

4. Childcare leave utilized for adopting a child will be granted upon request after receiving defacto custody of a child or prior to defacto custody if necessary to fulfill requirements for adoption.

5. Childcare leave will be limited to care of a child between birth and age six (6) inclusive.

6. Childcare leave extensions may be granted by the Board at its discretion.

E. Jury Duty

Employees summoned to jury duty shall be paid the difference between their wages and the amount paid for jury duty excluding transportation allowance.

F. Worker's Compensation

Employees who are absent because of injury or disease compensable under the Worker's Compensation Law, by reason of employment with the District, shall receive from the Board, the difference between payments under Worker's Compensation and their regular wages for the duration of the illness up to one (1) year with no deduction from accumulated sick leave.

G. Return from Unpaid Leave

1. All benefits to which an employee was entitled at the time unpaid leave of absence commenced, including accumulative sick leave, will be restored upon return to the District. Such employees will be assigned to the same position which was held at the time the leave began, if available, or if not, to a similar position. An employee who returns from an unpaid leave of absence will be placed on at least the same level of salary scale as when the leave commenced, except that an employee who has served at least five (5) months for a ten (10) month employee, five point five (5.5) months for a eleven (11) month employee, or six (6) months for a twelve (12) month employee in a work year shall be credited with a year of service for salary purposes only.

2. If an employee is on authorized extended paid or unpaid leave for six (6) months or more and does not notify the District within thirty (30) calendar days prior to the termination of that leave, that the employee is returning to work, then the employee will be deemed to have resigned from his/her position at the effective date of the termination of that leave.

H. Well Day Compensation

Subject to the stipulations and limitations contained in this section, qualifying employees will be compensated for unused sick leave and personal leave days.

1. The compensation listed will be on an annual basis (July - June);

2. On the last working day in June of each year of the Agreement, the District will develop a list of employees and their individual total number of sick days and personal leave days used for that school year;

3. Employees will be compensated, by mail prior to July 15, according to the following table:

0 Days used under this Article	=	$250
1 Day used under this Article	=	$200
2 Days used under this Article	=	$150
3 Days used under this Article	=	$100
4 or more Days used under this Article	=	$ 0

4. Partial Sick Leave and Personal Leave Day usage will be one-half (1/2) day units and will be compensated accordingly (example: .5 day = $225);

5. The compensation for qualifying employees who are actively working for less than a full work year will be pro-rated.

6. Employees must have accumulated twenty eight (28) days prior to being eligible to participate and receive any compensation.

7. Employees who are compensated under this section will not accumulate any sick leave days in the year that they are compensated.

ARTICLE VI
PERSONNEL FILES

A. All data maintained by the District on individual members of the bargaining unit relative to the employment, promotion, discipline, evaluation, and all other job related matters, shall be placed in a single file and maintained in the Central Office.

B. Upon request, employees shall have the right to inspect, copy, photocopy, or photograph the contents of their files, exclusive of confidential references, transcripts and communications received in connection with initial employment, at any time during business hours. They shall be entitled to have a personally selected representative accompany them during such review. A supervisor and/or the Superintendent or his designated representative may be present during such review.

C. No material shall be filed or maintained unless employees have had an opportunity to examine the material. Employees must affix their signature on the actual copy to be kept with the express understanding that such signature merely signifies that they have examined the materials. Such signature does not necessarily indicate agreement with the material.

D. An employee has the right to rebut, examine and comment upon any material in his/her file and such statements shall be appended to the appropriate item in the file.

E. No anonymous material shall be placed in an employee's personnel file.

F. No material in an individual's file shall be forwarded to any agency, or organization, prospective employer or other party without the knowledge of the employee.

G. Excluding any materials, which are of an evaluative nature, any other material determined to be unjustified or inaccurate shall be removed. Regarding any materials placed in the personnel files on or after 7/1/95, if those materials are determined by the Superintendent to be unjustified or inaccurate, they shall be removed.

H. All work related letters of commendation issued to an employee shall be placed in the employee's personnel file.

ARTICLE VII
PAST CONDITIONS

If during the term of this Agreement any condition of employment not specifically covered by this Agreement should arise or come up, the District agrees to meet with Union representatives, upon request, for the purpose of discussing the issue or issues.

ARTICLE VIII
GENERAL ITEMS

A. First Aid Kit - The District shall maintain a first aid kit for the employees' use in an easily accessible location.

B. Sanitary Arrangements - Sanitary arrangements shall be maintained for employees. Soap, towels, and washing facilities shall be supplied by the District for the employees' use.

C. Bulletin Boards - The District shall furnish bulletin boards for Union announcements and meeting notices in appropriate lounge areas of all buildings. The District may use a portion of each bulletin board.

D. Monthly Meetings -
   1. Custodians within the unit will be expected to attend one (1) meeting per month when called by the Supervisor of Buildings and Grounds and/or his designee. Meetings will be scheduled so that one half (1/2) hour will be given up from each shift. Meetings will last no longer than

one (1) hour and attendance will be mandatory.

2. Cafeteria workers will be expected to attend one (1) thirty (30) minute meeting per month beyond the normal workday.

3. Teacher Aides will be expected to attend up to one (1) scheduled monthly meeting, of no more than thirty (30) minute duration, beyond the normal workday.

4. Bus drivers will be expected to attend two (2) State mandated meetings per year and will be paid, for the two mandatory two hour meetings, an hourly rate determined from their bus run rate. One of the two mandated meetings will be held prior to the opening of school each year and the other will be held prior to the end of January. Additionally, bus drivers will be expected to attend no more than eight (8) thirty (30) minute meetings per year, beyond the normal work day. Further, the shop steward or his designee will participate in the preparation of the agenda for all non-mandatory meetings.

5. Secretaries/Clerks will be expected to attend no more than two (2) scheduled in-service workshops, of a combined total of no more than five (5) hours, beyond the normal work day.

E. The District will provide Operation and Maintenance personnel with a minimum of two (2) uniforms. Employees are responsible for maintaining these uniforms and are expected to wear a neat appearing uniform daily. Operation and Maintenance personnel may wear summer uniforms, as provided by the District, at their discretion.

F. The School District will no longer provide meals as a fringe benefit to personnel within the bargaining unit.

G. All employees will be provided with properly heated and equipped rest/lunch room areas.

ARTICLE IX
SENIORITY

A. Seniority for all full-time employees shall commence on the date of hire by the Board. Seniority for twelve (12) month employees shall be clocked on the basis of 1/12th of a year for each month worked. Seniority for eleven (11) month employees shall be clocked on the basis of 1/11th of a year for each month worked. Seniority for ten (10) month employees shall be clocked on the basis of 1/10th of a year for each month worked. Seniority for school year employees shall be clocked on the basis of 1/9.5th of a year for each month worked. Seniority for those employees who work fewer hours than those indicated in the following table shall be prorated on the basis of hours worked per day in relation to the indicated hours.

Custodian	8:00 hours per day
Groundskeeper	8:00 hours per day
Groundskeeper/Cleaner	8:00 hours per day
Cleaners	8:00 hours per day

Cleaner/Messenger	8:00 hours per day
Maintenance	8:00 hours per day
Food Service Helper	5:30 hours per day
Baker	6:30 hours per day
Lead Cook	6:30 hours per day
Cooks	6:00 hours per day
Cafeteria Clerk	6:00 hours per day
Teaching Assistants	7:15 hours per day
Computer Aide	6:30 hours per day
Teacher Aide/General Aide	6:00 hours per day
Study Hall Monitor	6:15 hours per day
Office Clerk	6:30 hours per day
Mechanic	8:00 hours per day
Assistant Mechanic	6:00 hours per day
Bus Driver/Mechanic	8:00 hours per day
Garage Helper	5:00 hours per day (school days)
	8:00 hours per day (all other days)
Bus Driver	2 runs per day
Nurse	7:30 hours per day
10 Month Library Clerk	7:00 hours per day
Data Entry Machine Operator	7:00 hours per day
11 Month Secretary/Stenographer	7:00 hours per day (reg. yr)
	6:00 hours per day (summer)
11 Month Secretary	7:00 hours per day (reg. yr)
	6:00 hours per day (summer)

Employees who are assigned more than the indicated number of hours will not be prorated upward.

B. As vacancies occur or new positions are created within a department and the Board deems it necessary to fill such a vacancy, a notice will be posted that such vacancy exists. This notice will be posted for not less than five (5) working days. The posting for school year ten, (10) and eleven (11) month positions, which become vacant during the summer months, will be forwarded to the appropriate shop steward and the local president.

C. Promotions, transfers and upgrades shall be made on the basis of ability, experience and job requirements. When ability, experience and job requirements are equal, then seniority shall prevail.

D. Ten month Bargaining Unit Members shall be given 1st consideration for summer employment in their field should such work exist.

E. Employees who are laid off in accordance with Section F below because of a staff reduction or abolition of one or more positions will be given a preference for placement to fill positions within the District which are vacant and for which they are deemed qualified. An employee who accepts another position with the District shall retain his or her recall rights to the laid off position(s)

pursuant to Section F of this Article.

F. Layoff, bumping and recall
   1. Definitions:
      a. Seniority shall be defined as the length of continuous service within the district from the date of hire of the employee.
      b. Title Seniority shall be defined as the length of continuous service of an employee since entry of such employee into the title.
      c. Departmental seniority shall be defined as the length of continuous service of an employee since entry of such employee into the department.

   2. Layoff, bumping and recall
      a. For purposes of layoff of noncompetitive and labor class employees, the employee(s) with the least title seniority shall be first to be laid off until the total number of employees required to decrease forces shall be established. Having exhausted his/her seniority in his/her current title, the laid off employee shall be allowed to exercise his/her departmental seniority to displace an employee in lower job titles who has lesser departmental seniority than the bumping employee within the department. Recalls shall be in the inverse order of layoff. The district shall notify the employee of his/her recall by certified mail with return receipt requested at the employee's last known address. Such recall notification must be acknowledged by the employee within seven (7) working days of receipt.

      b. All part-time and temporary employees in each title shall be laid off prior to the layoff of full-time employees.

      c. The layoff procedure for full-time employees as stated herein shall be used in the event of the layoff of any temporary or part-time employees. All temporary employees shall be laid off before the layoff of part-time employees.

      d. As used in the above paragraph, continuous service shall include those periods when an employee is on the District's payroll, and those periods when the employee is: (a) on paid leave of absence, (b) absent from and unable to perform his/her duties by reason of a disability resulting from occupational injury or disease, (c) such other periods of service, if any, as the Civil Service Law requires to be treated a part of the employee's continuous service.

      e. Subject to the applicable provisions of the Civil Service Law, if any, an employee loses his/her seniority only when one of the following occurs: he/she resigns (unless he/she was reinstated within the period permitted by any provision of the Civil Service Law applicable to him or her), he/she retires, he/she is discharged, he/she refuses a recall or he/she is off the district's payroll for more than twenty-four (24) months.

      f. All competitive class employees shall be governed under the appropriate provision of the Civil Service Law as it pertains to layoff, bumping and recall.

g. The District shall provide the Union with lists containing title, department and district-wide seniority dates of each employee upon request. The District agrees to maintain such lists, updating them for the Union as changes occur through written notification to the local Union President and shall use such lists in accordance with the procedures established in this section in the case of the layoff of an employee(s), bumping of an employee(s), and the recall of such employee(s).

h. Department layoff units established are set forth in Appendix B of this agreement.

3. Exceptions
   a. Under the listings of appropriate subdivisions for bumping purposes found in Appendix B, Aide(s) whose position(s) are listed in level 1 may, if qualified, bump Aide(s) of lesser seniority in position(s) listed in level 2. Aide(s) in level 2 may not bump into level 1. Aide(s) whose position(s) are listed in level 2 may, if qualified, bump Aide(s) of lesser seniority in position(s) of the same level.

   b. In the event of a reduction in hours within the Aides' Department subdivisions, the reduction will be according to the following format with seniority being the deciding factor:
      1) part-time employees reduced first;
      2) then those who work more than six (6) hours could be reduced to six (6) hours;
      3) then the employees who work six (6) hours could be reduced to five (5) hours;
      4) then the employees who work five (5) hours could then be reduced in hours.

ARTICLE X
WORK DAY, WORK WEEK

A. General
   1. The District may hire part-time employees. If the normal workweek exceeds twenty (20) hours per week, that employee will be entitled to the appropriate benefits as cited in this agreement.

B. Operation, Maintenance, Bus Mechanic and Garage Helper
   1. Employees will be expected to work eight (8) hours per day, Monday through Friday, forty (40) hours per week, as assigned. On days when school is in session, the Garage Helper will be expected to work five (5) hours per day, Monday through Friday, as assigned. A fifteen (15) minute break will be provided daily.

   2. The night hours of work for the position of Custodian/Bus Driver may be altered to immediately following the morning bus run and/or immediately preceding the afternoon bus run should the District need to alter the hours of work. In such an event, the affected employee shall be given a two (2) week notice before any changes take place.

   3. In the event of snow/emergency days or Superintendent Conference Days, and with the approval of the supervisor, the evening shift may be modified to run in as much as possible, parallel to the day shift. In the event of early dismissals, emergency closings or any other

interruptions to the normal school day, with the approval of the supervisor and in as much as is possible, the night shift may begin their duties at the time of such dismissal or school closing.

4. Regular summer hours and hours for vacations, in which school is not in session, will be from 6:00 a.m. to 2:30 p.m.

5. Employees advancing in position will be paid according to the salary schedule for the new position, to include any eligible longevity payments earned.

6. Any employee temporarily assigned by the appropriate supervisor to a position of greater responsibility, which pays a higher rate of compensation than his regular position will receive the rate of the higher paying position.

7. Emergency Work - It is hereby agreed that the Union and its members shall extend cooperation to remedy an emergency. Any employee called in for an emergency at a time when he is not normally working shall be guaranteed two (2) hours pay.

8. The day of High School Graduation the District will seek volunteers in accordance with the overtime rotational schedule. If there are insufficient numbers of volunteers, then individuals will be assigned from the overtime rotational list (see #14).

9. All work performed in excess of forty (40) hours per week will be compensated by one and one-half (1-1/2) times the regular rate of pay.

10. In the event that part time custodial positions exist, they shall be paid according to the negotiated salary schedule on a pro-rata basis.

11. For working on the first (1st), fourth (4th) and any subsequent snow/emergency day, employees under this heading will be paid at a rate of one and one half (1-1/2) of his/her regular rate for those day(s).

12. Snow/Emergency Days, for non weather related reasons, will not include any days when the school is closed for which notice has been given not later than the calendar day prior to the closing.

13. Snow Plowing:
    a. Operations and Maintenance (includes Custodians, Maintenance, Cleaners, Garage Helper and Mechanics): If the snow plowing crew begins work during the regular workday and there is a need to continue plowing beyond the end of the regular day, that crew will continue plowing. If plowing is started outside of the regular workday, those operations or maintenance workers who are not working and are properly licensed will be assigned on a rotating basis according to seniority. Those interested in plowing will be asked to demonstrate ability to properly handle equipment, as per the qualifications as established by the District with involvement with the Union. The successful candidate checklist will be kept in the employee's personnel file, with copies to the employee and the Supervisor of Operations and Maintenance. A night shift worker will be relieved when the day shift reports. The people plowing will be guaranteed a minimum of two hours of overtime.

b. Others: Persons other than operations and maintenance workers may volunteer for the snow plowing crew. In order to qualify, the volunteer candidate must meet the qualifications as established by the District with involvement of the Union. The successful volunteer candidate's checklist will be kept in the employee's personnel file, with copies to the employee and the Supervisor of Operations and Maintenance. A second list of volunteers will be developed and will be posted in the custodian's break room, with a copy to the Association President and the Supervisor of Operations and Maintenance. Following filling the District's need for snow removal personnel by applying subdivision a (above); persons under this subdivision will be used. The rate of pay for persons used under this subdivision shall be the custodian rate for the employee's step unless the employee's step rate is higher. The people plowing will be guaranteed a minimum of two hours overtime.

c. Assignment following volunteers: Should the District require persons beyond those available by applying subdivisions a and b above, the District may then assign, on the basis of reverse seniority, employees from the Operations and Maintenance staff.

d. The union shop steward for custodians will check to see how overtime has been assigned. He/She may check daily with the Supervisor of Buildings and Grounds to ensure that employees are properly assigned snowplowing duties. The Ticonderoga Support Services Association will continue to receive the following overtime lists:

   1. Overtime Work Sheet (Request and assignments)

   2. Custodial Overtime Sheet (listing of actual overtime worked)
      Both lists will be posted in the custodial break room.

e. All employees who will or may be assigned snow removal duties and who are not required to take a District provided physical examination, shall be required to undergo a physical health check provided at District expense, to determine their fitness for any snow removal duties.

14. Overtime:
   a. Other than snow plowing, overtime will be assigned on a rotating basis based upon seniority, the most senior person having the right of first refusal.

   b. Scheduled overtime will be assigned by seniority according to rotation. Overtime will be assigned on a rotating basis, based upon seniority. The most senior person will have the right of first refusal. If the most senior person does not want to take the overtime, then the next person on the seniority list will be asked. This process will continue until a person is found who will take the overtime. Custodians scheduled off on vacation, personal day(s), or sick leave shall not be entitled for daily or weekend overtime until the overtime list has been exhausted. Then they may be asked by seniority and according to rotation.

c. If the bargaining unit member is working as part of his or her regular duties on something during the day and the job continues into overtime, the person working will continue.

15. As safety concerns arise they will be brought to the attention of the District through the Non-Instructional Advisory Committee. Such concerns may include, but are not limited, to overtime tasks performed in an empty building.

C. Cafeteria Workers

1. Cook, Lead Cooks and Bakers may be assigned up to a six and one-half (6 1/2) hour day or a thirty two and one-half (32 1/2) hour week, exclusive of a thirty (30) minute duty free lunch period daily.

2. Food Service Helpers may be assigned up to a six (6) hour day or a thirty (30) hour week, exclusive of a thirty (30) minute duty free lunch period daily.

3. Cafeteria Upgrades - In the absence of a Cook, Lead Cook or Baker, Food Service helpers required to perform the full duties and hours of a Baker, Lead Cook or a Cook shall be paid the rate of the job performed at the same step.

4. Cafeteria workers (including Cooks, Lead Cooks and Bakers) shall be paid at the overtime rate for hours worked in excess of thirty-five (35) hours per week. Hours worked in accordance with Section 5 (below) shall not be included in the computation of hours for this section.

5. Cafeteria workers shall be paid at the overtime rate for District approved banquets, and/or special activities outside their normal work hours. The approval of the District must be in written form.

6. If school closings announcement due to inclement weather is made later than fifteen (15) minutes prior to the employee's assigned starting time and the employee is at the work site, that employee will be paid a minimum of two (2) hours wages.

7. The Master work schedules will be posted on the cafeteria bulletin board(s).

8. Person(s) holding the position of Clerk as of 7/1/87 will be grandfathered in that position. Any Food Service Helper may be assigned the duties of the Clerk without a reduction in pay.

9. If additional time is required to meet the needs of a new or existing program such time shall be offered to food service helpers who are employed but not receiving the full time allowed in Article X.C.2. before hiring new employees. If an additional person is needed to fulfill the needs of the program, then the district will hire additional personnel.

D. Bus Drivers

1. Regular bus drivers will work on a per run (may include multiple trips) basis in the morning and afternoon when school is in session.

2. a. Only properly certified and approved bus drivers (bargaining unit members) can transport students in vehicles capable of carrying thirty (30) passengers or more. The transportation supervisor may continue to transport students during his regular workday.

   b. The District will continue to use unit members for normally scheduled runs outside the District when the District equipment is suitable. The District will, however, maintain the flexibility to cooperate with other school districts for the transportation of students involved in special programs or special education students. Further, the District maintains the flexibility of hiring an outside carrier for extended trips. (i.e. Whale Watch)

3. Extra Runs
   a. Extra runs will be assigned to unit members on a rotating basis in accordance with seniority provided the District is able to secure the services of a substitute to cover the regular run of the unit member assigned to the extra run. In the event that the District is unable to secure the services of a substitute driver to cover that regular run, the extra run will not take place. The transportation supervisor will be excluded from the activity run list. Trips, which involve an overnight stay, will be assigned to the unit members. However, should no unit members wish to drive at the offered rate of pay, the transportation supervisor may take the trip.

   b. A list of unit members desiring to be placed on the rotating list(s) for extra runs will be provided to the transportation supervisor by the unit shop steward each year in the month of September and again in January. The rotating list(s) will be updated by the unit steward and the transportation supervisor on a monthly basis. All assignments will be properly posted. Activity run assignments shall be posted prior to 3:30 p.m. Friday for the following week. All other extra runs, known by the Transportation Supervisor, will be posted two (2) days in advance. A copy of all written trip requests will be made available to the unit shop steward.

   c. Bus drivers will receive the following meal allowance:
      1. $10.00 for trips between 4 and 8 hours.
      2. $15.00 for trips of 8 or more hours.

4. Summer School Transportation will be compensated at the rates listed in Appendix A.

5. With the exception of the assignment of an inexperienced driver or any reassignment as a result of subsection 7 below, the District will reassign bus drivers to their previous year's run if the following conditions are met:

   a) Their performance has been satisfactory;
   b) They have met requirements specified by law or regulations.

6. All routes will be identified and posted by the District on the bus garage bulletin board. Any personnel changes in a regular or permanent bus run, after October of each year, must be by mutual agreement between the driver and the transportation supervisor, except as described

in sub-section 7 below.

7. A driver may be reassigned or transferred from or to another run when the District can demonstrate that the transfer is in his/her best interest.

8. Vacancies or newly created routes occurring during the school year will be filled giving preference to the most senior driver upon application after posting in accordance with Article IX-B.

   If a driver is denied preference on the basis of his/her seniority, he/she will be given the reasons in writing.

   A run will be determined vacant upon the effective date of retirement or termination of the assigned driver by action of the Superintendent and/or Board. Further, a run will be determined as vacated if the assigned driver is absent or requests relief from his/her run for longer than five (5) days for a reason not otherwise defined in this Agreement.

9. Bus Drivers are expected to report to the bus garage fifteen (15) minutes prior to the scheduled bus departure. If school closing announcement due to inclement weather is made later than fifteen (15) minutes prior to the employee's reporting time and the employee is at the work site, bus drivers will be paid for the one (1) run.

E. Stenographers/Secretaries and Library Clerks

1. Hours of Work
   a) Hours of work for eleven month employees shall be seven (7) hours a day or thirty-five (35) in a week, from September 1 - June 30; and six (6) hours per day or thirty (30) hours in a week during the summer recess from July 1 - August 31, excluding lunch.

   b) Hours of work for ten (10) month employees shall be seven (7) hours a day or thirty-five (35) hours a week from September 1 - June 30 excluding lunch.

2. Stenographers/Secretaries/Library Clerks will receive regular payments for snow days worked. No Stenographer/Secretary/Library Clerk shall be required to report to work on such days unless the immediate supervisor of the employee deems it essential that the employee report to work. If required to work on the fourth (4th) and any subsequent snow day, the employee will receive an additional one-half (1/2) of his/her hourly rate for the time worked.

3. On days when school is closed early due to weather, emergency conditions, or school vacation periods, Stenographers/Secretaries/Library Clerks may leave after all students have departed.

4. If the District needs to have the office open during vacation periods, the District will solicit volunteers within the classification needed. Volunteers will be compensated at time and one-half (1/2) of his/her hourly rate of pay for the time actually worked. If no volunteers then the District may require an individual to report. If required to work, the employee will receive time and one-half (1/2) of his/her hourly rate for the time worked.

5. Stenographers/Secretaries/Library Clerks will be paid at the overtime rate for hours worked in excess of thirty-five (35) hours per week.

F. Teacher Aides, Computer Aides and Study Hall Monitors

1. Teacher Aides, Computer Aides and Study Hall Monitors may be assigned up to a seven (7) hour day or a thirty-five (35) hour week.

2. When called in to work, Teacher Aides, Computer Aides and Study Hall Monitors will receive regular payments for snow days. No employee under this title shall be required to report to work on such days unless the immediate supervisor of the employee deems it essential that the employee report to work. If required to work on the fourth (4th) and any subsequent snow/emergency day, the employee will receive an additional one-half (1/2) of his/her hourly rate for the time worked.

3. On days when school is closed early due to weather, emergency conditions, or school vacation periods, Teacher Aides, Computer Aides and Study Hall Monitors may leave after all students have departed.

4. Superintendent's Conference Day(s) will be considered a regular working day(s) for all employees under this title.

5. Teacher Aides, Computer Aides and Study Hall Monitors will be paid at the overtime rate for hours worked in excess of thirty-five (35) hours per week.

6. The normal work year is one hundred eighty (180) days. The District may request employees to work beyond the normal work year. Any employee choosing to work beyond the normal work year will be compensated at the employee's pro rated salary. If an employee chooses to refuse the option of working beyond the normal work year, the District reserves the right to employ an individual(s), at its own discretion, to perform the extra work.

G. Teaching Assistants

1. Teaching Assistants may be assigned to work up to seven hours and fifteen minutes (7:15).

2. On Fridays, days of holiday dismissal (Thanksgiving, Christmas, Winter, and Spring vacations), and when school is closed early due to weather or emergency conditions, Teaching Assistants shall be permitted to leave the building as soon as buses have safely cleared the school premises.

3. Teaching Assistants will attend and will be compensated for all Superintendent Conference Days. When authorized, expenses for attending workshops and conferences will be paid by the district.

4. The normal work year is one hundred eighty (180) days. The District may request employees to work beyond the normal work year. Any employee choosing to work beyond the normal work year will be compensated at the employee's pro rated salary. If an employee chooses

to refuse the option of working beyond the normal work year, the District reserves the right to employ an individual(s), at its own discretion, to perform the extra work.

5. On normal working days, teaching assistants will have a thirty (30) minute duty free lunch period and a fifteen (15) minute break.

6. The Teaching Assistants will be given the necessary planning time to prepare for the needs of the student (s). A determination as to the amount of planning time will be made by the Building Principal after receiving input from the Teaching Assistant, Teacher and the CSE Chair.

7. Teaching Assistants will be evaluated by the supervisor or building principal.

8. If a Teaching Assistant is required to ride the bus with students beyond the regular day, he or she will be compensated at his or her pro-rated salary.

H. School Nurse

1. School Nurses may be assigned to work up to seven hours and thirty minutes (7:30).

2. On Fridays, days of holiday dismissal (Thanksgiving, Christmas, Winter, and Spring vacations), and when school is closed early due to weather or emergency conditions, School Nurses shall be permitted to leave the building as soon as buses have safely cleared the school premises.

3. School Nurses will attend and will be compensated for all Superintendent Conference Days. They will be able to attend any teacher workshop.

4. The normal work is year one hundred eighty (180) days. The District may request employees to work beyond the normal work year. Any employee choosing to work beyond the normal work year will be compensated at the employee's pro rated salary. If an employee chooses to refuse the option of working beyond the normal work year the District reserves the right to employ an individual(s), at its own discretion, to perform the extra work.

5. On normal working days, school nurses will have a thirty (30) minute duty free lunch period and a fifteen (15) minute break.

6. School Nurses will be evaluated by their supervisor or building principal.

7. School Nurses will be paid at their pro rated hourly salary for any summer work.

8. The Elementary School Nurse will be given one half hour (1/2) preparation time each day during the fifteen week Health Class for fifth grade students.

I. Office Clerk/Data Entry Machine Operator

1. Hours of Work: The Office Clerk/Data Entry Machine Operator may be assigned up to seven (7:00) hours per day.

2. The normal work year for the Office Clerk/Data Entry Machine Operator is ten (10) months.

3. Office Clerk/Data Entry Machine Operator will receive regular payments for snow days worked. No Office Clerk/Data Entry Machine Operator shall be required to report to work on such days unless the immediate supervisor of the employee deems it essential that the employee report to work. If required to work on the fourth (4th) and any subsequent snow day, the employee will receive an additional one-half (1/2) of his/her hourly rate for the time worked.

4. On days when school is closed early due to weather, emergency conditions, or school vacation periods, Office Clerk/Data Entry Machine Operators may leave after all students have departed.

5. Office Clerks/Data Entry Machine Operator will be paid at the overtime rate for hours worked in excess of thirty-five (35) hours per week.

6. Superintendent's Conference Day(s) will be considered a regular working day(s) for all employees under this title.

ARTICLE XI
VACATIONS AND HOLIDAYS

A. Twelve (12) month employees will be paid for and will not be required to work on the following Holidays:

July 4	1 day
Labor Day	1 day
Veterans Day	1 day
Thanksgiving Weekend	2 days
Christmas Observance	2 days
New Years Observance	1 day
Martin Luther King Day	1 day
President's Day	1 day
Good Friday	1 day
Memorial Day	1 day
Columbus Day	1 day

B. Twelve-month employees shall receive annual vacation as follows:

2 weeks (10 working days) for employees who have completed 1 year of service

3 weeks (15 working days) for employees who have completed 7 years of service

4 weeks (20 working days) for employees who have completed 20 years of service

ARTICLE XII
RETIREMENT BENEFIT

A. The District will provide the retirement benefit as specified under Section 41-j pertaining to unused sick leave.

B. Allowable unused sick leave credit is limited to 165 days and is applicable as additional service credit on a calendar day basis. This time cannot be used to qualify a member for a benefit.

C. Upon date of hire, every employee will be informed of specifics of the Pension Plan.

D. After thirty (30) years of service in the District, and solely in the year of retirement, a qualifying employee will be entitled to five (5) days of pay upon retirement.

E. Teaching assistants, upon retirement from the District, will receive a payment of thirty dollars ($30) for each unused sick day they have accumulated up to a maximum of one hundred and sixty five (165) days. To qualify for this benefit a teaching assistant must be eligible to retire under the New York State Teachers' Retirement System.

ARTICLE XIII
WAGES

A. The following wages shall be in effect for the contract period.

B. Wages, including all titles and extra bus runs, summer runs, waiting time, and meal allowances, will be increased by the following amounts:

2005-2006 = 3%
2006-2007 = 4%
2007-2008 = 3%
2008-2009 = 4%

Upon the anniversary of a bargaining unit member's fifth (5th) year of continuous employment, including part-time service and any combination of part-time and full-time service at Ticonderoga Central School District, he/she will receive, incorporated into his/her annual salary, a longevity increase of five hundred dollars ($500).

Commencing July 1, 2007 and thereafter, upon the anniversary of a bargaining unit member's tenth (10th) year of continuous employment, and any combination of part-time and full-time service at Ticonderoga Central School District, he/she will receive, incorporated into his/her annual salary, a longevity increase of five hundred dollars ($500).

C. Salary schedules for steps 1 through 5 are included below. Those individuals beyond step 5 with more than five (5) years of service will be paid as described above.

D. The District will provide all unit members with an itemized annual salary notice. The district will

provide the Union President, on an annual basis, with a listing of unit members and their respective salaries.

Baker: Based on 6 & 1/2 hours/day, 180 days/year

	2005-06	2006-07	2007-08	2008-09
Step 1	9,922	10,120	10,272	10,477
Step 2	10,068	10,318	10,424	10,683
Step 3	10,302	10,471	10,628	10,841
Step 4	10,515	10,714	10,785	11,053
Step 5	10,735	10,936	11,036	11,217

Bus Drivers - Afternoon Run: Based on 180 days/year

	2005-06	2006-07	2007-08	2008-09
Step 1	4,043	4,124	4,185	4,269
Step 2	4,102	4,204	4,247	4,353
Step 3	4,198	4,267	4,331	4,417
Step 4	4,286	4,366	4,395	4,504
Step 5	4,375	4,457	4,497	4,570

Bus Drivers - Morning Run: Based on 180 days/year

	2005-06	2006-07	2007-08	2008-09
Step 1	4,043	4,124	4,185	4,269
Step 2	4,102	4,204	4,247	4,353
Step 3	4,198	4,267	4,331	4,417
Step 4	4,286	4,366	4,395	4,504
Step 5	4,375	4,457	4,497	4,570

Activity Run: (Per Run)

	2005-06	2006-07	2007-08	2008-09
Step 1	22.46	22.91	23.25	23.72
Step 2	22.79	23.36	23.60	24.19
Step 3	23.33	23.71	24.06	24.54
Step 4	23.81	24.26	24.42	25.02
Step 5	24.31	24.77	24.99	25.39

Cafeteria Clerk: Based on 6 hours/day, 180 days/year

	2005-06	2006-07	2007-08	2008-09
Step 1	7,860	8,017	8,138	8,300
Step 2	7,976	8,175	8,258	8,463
Step 3	8,161	8,295	8,420	8,588
Step 4	8,332	8,487	8,544	8,757
Step 5	8,504	8,665	8,742	8,886

Cleaners: Based on 8 hours/day, 260 days/year

	2005-06	2006-07	2007-08	2008-09
Step 1	16,936	17,275	17,534	17,885
Step 2	17,187	17,614	17,793	18,236
Step 3	17,585	17,874	18,142	18,505
Step 4	17,951	18,289	18,410	18,868
Step 5	18,325	18,669	18,837	19,147

Computer Aide: Based on 6 and 1/2 hours/day, 180 days/year

	2005-06	2006-07	2007-08	2008-09
Step 1	9,730	9,924	10,073	10,275
Step 2	9,874	10,119	10,222	10,476
Step 3	10,104	10,269	10,423	10,631
Step 4	10,313	10,508	10,577	10,839
Step 5	10,528	10,726	10,824	11,000

Lead Cook: Based on 6 & 1/2 hours/day, 180 days/year

	2005-06	2006-07	2007-08	2008-09
Step 1	11,064	11,285	11,454	11,683
Step 2	11,227	11,506	11,623	11,912
Step 3	11,488	11,676	11,851	12,088
Step 4	11,727	11,947	12,026	12,325
Step 5	11,971	12,196	12,306	12,507

Custodian: Based on 8 hours/day 260 days/year

	2005-06	2006-07	2007-08	2008-09
Step 1	20,353	20,760	21,071	21,493
Step 2	20,654	21,167	21,383	21,914
Step 3	21,133	21,480	21,802	22,238
Step 4	21,572	21,978	22,124	22,674
Step 5	22,020	22,435	22,637	23,009

10 Month Data Entry Machine Operator: Based on 7 hours/ day, 190 days/year

	2005-06	2006-07	2007-08	2008-09
Step 1	15,041	15,342	15,572	15,884
Step 2	15,264	15,643	15,802	16,195
Step 3	15,618	15,874	16,112	16,434
Step 4	15,942	16,243	16,350	16,757
Step 5	16,274	16,580	16,730	17,004

Food Service Helpers: Based on 5 & 1/2 hours/day, 180 days/year

	2005-06	2006-07	2007-08	2008-09
Step 1	8,063	8,224	8,348	8,515
Step 2	8,182	8,386	8,471	8,682
Step 3	8,373	8,510	8,637	8,810
Step 4	8,547	8,708	8,765	8,983
Step 5	8,725	8,889	8,969	9,115

Garage Helper

	2005-06	2006-07	2007-08	2008-09
Step 1	9.61	9.80	9.95	10.15
Step 2	9.75	10.00	10.10	10.35
Step 3	9.98	10.14	10.30	10.50
Step 4	10.20	10.38	10.45	10.71
Step 5	10.40	10.60	10.69	10.87

Groundskeeper (only CS qualifications): Based on 8 hours/day, 260 days/year

	2005-06	2006-07	2007-08	2008-09
Step 1	20,874	21,292	21,611	22,044
Step 2	21,183	21,709	21,931	22,476
Step 3	21,674	22,030	22,361	22,808
Step 4	22,125	22,541	22,691	23,255
Step 5	22,586	23,010	23,217	23,599

Groundskeeper (CS qualifications + Turf Certification & Pesticide Certification when employed): Based on 8 hours/day, 260 days/year

	2005-06	2006-07	2007-08	2008-09
Step 1	28,553	29,124	29,561	30,152
Step 2	28,975	29,695	29,998	30,743
Step 3	29,646	30,134	30,586	31,198
Step 4	30,263	30,832	31,038	31,809
Step 5	30,893	31,474	31,757	32,279

Groundskeeper/Cleaner: Based on 8 hours/day, 260 days/year

	2005-06	2006-07	2007-08	2008-09
Step 1	19,299	19,685	19,980	20,380
Step 2		20,071	20,372	20,780
Step 3			20,673	21,087
Step 4				21,398
Step 5				

10 Month Library Clerk: Based on 7 hours/day, 190 days/year

	2005-06	2006-07	2007-08	2008-09
Step 1	12,517	12,767	12,959	13,218
Step 2	12,702	13,018	13,150	13,477
Step 3	12,997	13,210	13,408	13,676
Step 4	13,266	13,516	13,606	13,945
Step 5	13,543	13,797	13,922	14,151

Maintenance Person: Based on 8 hours/day, 260 days/year

	2005-06	2006-07	2007-08	2008-09
Step 1	20,874	21,292	21,611	22,044
Step 2	21,183	21,709	21,931	22,476
Step 3	21,674	22,030	22,361	22,808
Step 4	22,125	22,541	22,691	23,255
Step 5	22,586	23,010	23,217	23,599

Mechanic: Based on 8 hours/day, 260 days/year (Annual Salary)

	2005-06	2006-07	2007-08	2008-09
Step 1	26,058	26,579	26,978	27,518
Step 2	26,443	27,100	27,377	28,057
Step 3	27,056	27,501	27,913	28,472
Step 4	27,619	28,138	28,326	29,030
Step 5	28,193	28,724	28,982	29,459

Assistant Mechanic: Based on 6 hours/day, 180 days/year + 8 hours/day, 80 days

	2005-06	2006-07	2007-08	2008-09
Step 1	16,829	17,165	17,423	17,771
Step 2	17,077	17,502	17,680	18,120
Step 3	17,473	17,760	18,027	18,387
Step 4	17,837	18,172	18,293	18,748
Step 5	18,208	18,550	18,717	19,025

Office Clerk: Based on 6 and 1/2 hours/day, 190 days/year

	2005-06	2006-07	2007-08	2008-09
Step 1	10,157	10,360	10,515	10,726
Step 2	10,307	10,563	10,671	10,936
Step 3	10,547	10,719	10,880	11,098
Step 4	10,764	10,969	11,041	11,315
Step 5	10,990	11,195	11,298	11,482

Registered Nurse: Based on 7 and 1/2 hours/day, 180 days/year (3 & 4 year degrees)

	2005-06	2006-07	2007-08	2008-09
Step 1	24,196	24,679	25,050	25,551
Step 2	24,553	25,163	25,420	26,052
Step 3	25,123	25,535	25,918	26,437
Step 4	25,645	26,128	26,301	26,955
Step 5	26,180	26,671	26,911	27,353

11 Month Secretary:
Based on 7 hours/day for 200 days/year and 6 hours/day for 20 days/year

	2005-06	2006-07	2007-08	2008-09
Step 1	16,529	16,860	17,113	17,455
Step 2	16,774	17,190	17,366	17,797
Step 3	17,163	17,444	17,706	18,060
Step 4	17,519	17,849	17,968	18,414
Step 5	17,884	18,220	18,385	18,687

11 Month Stenographer:
Based on 7 hours/day for 200 days/year and 6 hours/day for 20 days/year

	2005-06	2006-07	2007-08	2008-09
Step 1	17,062	17,403	17,664	18,018
Step 2	17,314	17,745	17,925	18,371
Step 3	17,704	18,007	18,277	18,643
Step 4	18,060	18,412	18,547	19,008
Step 5	18,425	18,782	18,964	19,289

Study Hall Monitor: Based on 6 & 1/4 hours/day, 180 days/year

	2005-06	2006-07	2007-08	2008-09
Step 1	9,087	9,269	9,408	9,596
Step 2	9,222	9,451	9,547	9,784
Step 3	9,435	9,590	9,734	9,929
Step 4	9,632	9,812	9,878	10,124
Step 5	9,831	10,017	10,107	10,273

Teacher Aide: Based on 6 hours/day, 180 days/year

	2005-06	2006-07	2007-08	2008-09
Step 1	8,300	8,466	8,593	8,764
Step 2	8,422	8,632	8,720	8,936
Step 3	8,617	8,759	8,891	9,068
Step 4	8,796	8,962	9,022	9,246
Step 5	8,979	9,148	9,231	9,383

Teaching Assistant: Based on 7 & 1/4 hours/day, 180 days/year

	2005-06	2006-07	2007-08	2008-09
Step 1	15,566	15,877	16,116	16,438
Step 2	15,796	16,189	16,354	16,760
Step 3	16,163	16,428	16,674	17,008
Step 4	16,498	16,809	16,921	17,341
Step 5	16,841	17,157	17,314	17,598

ARTICLE XIV
HEALTH INSURANCE

A. 1. Effective July 1, 1998, the District will provide the following Health Insurance Coverage for employees hired prior to July 15, 1985:

a. Employees who work twenty (20) or more hours weekly

	Employee	Dependents
1998-1999	100%	100%
1999-2000	100%	100%
2000-2001	100%	100%
2001-2002	95%	95%
2002-2003	93%	93%
2003-2004	90%	90%
2004-2005	90%	90%
2005-2006	90%	90%
2006-2007	90%	90%
2007-2008	90%	90%
2008-2009	90%	90%

b. Bus Drivers (2 runs a.m. & p.m.) BOCES

	Employee	Dependents
1998-1999	100%	50%
1999-2000	100%	50%
2000-2001	100%	50%
2001-2002	95%	95%
2002-2003	93%	93%
2003-2004	90%	90%
2004-2005	90%	90%
2005-2006	90%	90%
2006-2007	90%	90%
2007-2008	90%	90%
2008-2009	90%	90%

2. Effective July 1, 1998, the District will provide the following Health Insurance Coverage for employees hired on or after July 15, 1985 but prior to July 1, 1991:

   a. Employees who work twenty (20) or more hours weekly

	Employee	Dependents
1998-1999	90%	50%
1999-2000	90%	50%
2000-2001	90%	50%
2001-2002	92%	92%
2002-2003	91%	91%
2003-2004	90%	90%
2004-2005	90%	90%
2005-2006	90%	90%
2006-2007	90%	90%
2007-2008	90%	90%
2008-2009	90%	90%

   b. Bus Drivers (2 runs a.m. & p.m.) BOCES

	Employee	Dependents
1998-1999	90%	50%
1999-2000	90%	50%
2000-2001	90%	50%
2001-2002	92%	92%
2002-2003	91%	91%
2003-2004	90%	90%
2004-2005	90%	90%
2005-2006	90%	90%
2006-2007	90%	90%
2007-2008	90%	90%
2008-2009	90%	90%

3. Effective July 1, 1998, the District will provide the following Health Insurance Coverage for employees hired on or after July 1, 1991:

   a. Employees who work thirty (30) or more hours weekly

	Employee	Dependents
1998-1999	50%	50%
1999-2000	50%	50%
2000-2001	50%	50%
2001-2002	75%	75%
2002-2003	85%	85%
2003-2004	90%	90%
2004-2005	90%	90%
2005-2006	90%	90%
2006-2007	90%	90%
2007-2008	90%	90%
2008-2009	90%	90%

   b. Bus Drivers (2 runs a.m. & p.m.) BOCES

	Employee	Dependents
1998-1999	50%	50%
1999-2000	50%	50%
2000-2001	50%	50%
2001-2002	75%	75%
2002-2003	85%	85%
2003-2004	90%	90%
2004-2005	90%	90%
2005-2006	90%	90%
2006-2007	90%	90%
2007-2008	90%	90%
2008-2009	90%	90%

B. Present double run drivers will not lose their insurance benefits should they be reduced to single run status by District action.

   Present single run drivers not driving a double run on or before June 30, 1984 will no longer receive the insurance benefit. (This benefit terminates on June 30, 1984.)

   All drivers hired after March 12, 1982 will be eligible for district-paid insurance benefits only when they are driving a double run. If a driver hired after that date is reduced from a double run to a single run, his/her insurance will be carried through the end of the school year.

C. The District will provide a $5000 life insurance policy for all employees who are eligible for benefits.

D. Coverage
Any employee who has a spouse who is an active or retired employee of the district (regardless of bargaining unit) shall be eligible for either two (2) individual coverages or one (1) dependent care coverage with the district with the district share of the premium cost in accordance with Section A (above). In no event will any employee who has a spouse who is an active or retired employee of the district (regardless of bargaining unit) be eligible for coverage under two (2) dependent care coverage's.

E. Special Provisions
Employees who qualify for Health Insurance coverage under Section A. above and who elect to participate in the health insurance coverage, commencing with the 2001-2002 year, will receive a stipend which will be the dollar equivalent to the percentage of co-pay for that particular year. This section will cease to exist upon the retirement of all employees hired prior to 7/15/85.

F. Health Insurance in Retirement
To be eligible for this benefit upon retirement, a bargaining unit member must meet the following criteria and stipulations:

1. The bargaining unit member must have completed at least fifteen (15) years of full-time service in the District by the date of the bargaining unit member retires.

2. For the purpose of this section "years of service" is defined as years of employment in the District as a full-time employee as described in the collective bargaining agreement(s).

3. Any employee, receiving health insurance who retired prior to June 30, 2005 is held harmless from this provision.

Except as indicated in this section, all employees who qualify for Health Insurance coverage in retirement shall co-pay at the same level as active employees as exists at the date of retirement for the duration of the retirement. Solely for individuals covered under Section A.1 above, the premium co-pay level at retirement shall be as follows, for the duration of retirement:

Year in which the retirement is effective	Percent of premium Co-payment
1998-1999	0%
1999-2000	0%
2000-2001	0%
2001-2002	0%
2002-2003	0%
2003-2004	5%

2004-2005	10%
2005-2006	10%
2006-2007	10%
2007-2008	10%
2008-2009	10%

ARTICLE XV
TAX SHELTERS

The parties agree to permit payroll deductions for the purpose of Tax Shelter Annuities provided that only one (1) carrier will be permitted. Effective date of selected plan will be October 1985.

ARTICLE XVI
NEGOTIATIONS PROCEDURE

A. The District agrees that it will provide the Union with ten (10) copies of the proposed budget. Upon request, the Union will be provided with pertinent financial information. The term "Collective Bargaining Negotiations" shall include wages, hours, and other conditions of employment as can be agreed upon between the representatives of the District and of the Union.

B. The District will provide a printed copy of this Agreement to each employee covered herein.

ARTICLE XVII
UNION BUSINESS

A. The President of the Union, or his designee, shall have three (3) days per year granted for union business, including attendance at the NYSUT Representative Assembly, without diminution of salary, sick leave or personal leave.

B. A copy of the agenda will be furnished to the Union President prior to all public Board meetings and a copy of the minutes of all public Board meetings will be furnished to the Union President as soon as they are available.

C. Upon ratification of this agreement, the parties shall establish and continue a Labor Management Committee. The makeup of said committee shall consist of the president and the chief negotiator for the Association, and the superintendent and another individual chosen by the superintendent. Nothing shall preclude the invitation for others who may be deemed appropriate to the issues being discussed to attend the meeting(s) of the Labor Management Committee. The purpose of the committee will be to discuss matters of concern to both the Association and the District.

ARTICLE XVIII
UNION SECURITY

A. The District will deduct from the employees' pay dues as designated by the Union for membership in the Union on the basis of individually signed voluntary deduction authorization cards in the form agreed to by the District and the Union.

B. Authorizations and deductions of dues from employees' pay shall remain in effect until the expiration of this Agreement except in the case of a violation of the Agreement by the Union and/or a direction by PERB releasing the District from this obligation.

C. The Union shall certify to the Board in writing the current rate of its membership dues. The Union shall give the Board thirty (30) days notice prior to the effective date of any change in membership dues.

D. Dues deduction shall be made in equal installments beginning with the first pay period in October. No later than two (2) weeks prior to the first scheduled paycheck in October, the Union shall provide the Board with a list and necessary signed dues authorization cards of those members who have voluntarily authorized the Board to deduct dues for the Union.

E. Officers and Stewards - The District recognizes the right of the Union to designate officers and job stewards from within the bargaining unit. The Union will normally notify the District within ten (10) days of the appointment or election of any of its officers or stewards as to the names of the persons so designated, their office or stewardship, the effective date of their service and their length of their term. The authority of the officers and job stewards so designated by the Union shall be as follows:

   1. The investigation and presentation of grievances in accordance with the provisions of the Agreement.

ARTICLE XIX
EVALUATION

A. A "Non-Instructional Advisory Committee" will be established and one (1) function of said committee shall be to advise the District on the format of evaluations.

ARTICLE XX
DISCIPLINE

A. Any employee who has a work related problem has the right to meet with the Superintendent in order to present his/her side of the issue. In the event that an employee appeals an action of the District, such appeal must take place within five (5) working days of the action of the District. The employee will have the right to union representation at such an appeal hearing.

ARTICLE XXI
GRIEVANCE PROCEDURE

A. Definitions:

1. Employee shall mean any employee as defined in the Definitions Section of this Agreement.

2. Superintendent shall mean the Superintendent of Schools, or his designee.

3. Grievance shall mean any claimed violation, misinterpretation or inequitable application of the terms of this Agreement.

4. An aggrieved employee shall mean any employee, group of employees or the Ticonderoga Support Services Association.

5. Wherever used, the term "days" shall mean working days.

6. The immediate supervisor shall be the Supervisor of Operations & Maintenance for custodial and maintenance personnel, the Supervisor of Transportation for bus drivers and mechanics and the Cook Manager for cafeteria personnel.

7. The intermediate supervisor shall be the Director of Transportation, Operations & Maintenance for custodial and maintenance personnel.

B. Basic Principles:

1. It is the intent of this procedure to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged. The number of days indicated at each level shall be a maximum. Every effort will be made to expedite the process.

2. An aggrieved 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 stage of the procedures by a person or persons of his choice.

4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such cases.

5. All hearings shall be confidential.

6. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

7. In the event a grievance is filed by a ten-month employee on or after June 1, upon request by

or on behalf of the aggrieved party, the time limits set forth herein will be reduced to limits mutually satisfactory so that the grievance procedure may be exhausted prior to the end of the work year.

8. In the event that a grievance deals with matters, which extend beyond the authority of the immediate supervisor, the grievance may be submitted to the Administrative Assistant.

9. No grievance will be entertained as described below unless such grievance is forwarded at the first available step within 25 days after the employee knew or should have known of the act or conditions on which the grievance is based.

C. Procedures:

1. Informal Stage

Oral notification and presentation of the grievance shall be made to the immediate supervisor by the aggrieved employee, whose immediate supervisor shall discuss the grievance with said employee orally and informally.

If the grievance is not resolved in this manner within three (3) days, and the aggrieved employee desires to pursue the matter further, said employee shall have the responsibility of presenting the grievance in writing to the immediate supervisor and/or the intermediate supervisor (if applicable) within five (5) days after the immediate supervisor's oral determination. Such written presentation shall be made on a form approved by both the Board and the Union. Thereafter, a written determination by the immediate or intermediate supervisor shall be rendered to the employee within five (5) days after the written grievance has been presented. Such written determination shall be made on a form approved by both the Board and the Union.

2. Administrative Assistants Stage (if applicable)

a. Within five (5) days after a determination has been made at the preceding stage, the aggrieved employee may make a written request to the Administrative Assistant for review and determination.

b. If either party so requests, the Administrative Assistant shall notify all parties concerned of the time and place when a hearing will be held where such parties may appear and present oral and written statements supplementing their positions in the matter. Such hearing shall be held within five (5) days of the receipt of the written request for review and determination.

c. The Administrative Assistant shall render his determination within ten (10) days after the request for review and determination.

d. If the grievance is not satisfactorily resolved at this stage, the aggrieved employee may proceed to the Superintendent Stage.

3. Superintendent Stage

a. The aggrieved employee may, within five (5) days of the determination by the

Administrative Assistant, make a written request to the Superintendent for review and determination. All written statements and records of the case shall be submitted to the Superintendent or his designee. The Superintendent or his designee may hold a hearing to obtain further information regarding the matter. The Superintendent or his designee shall render a decision within ten (10) days after the request for review and determination has been submitted.

b. If the grievance is not satisfactorily resolved at this stage, the aggrieved employee may proceed to the Board Stage.

4. Board Stage
The aggrieved employee may, within five (5) days of the determination by the Superintendent, make a written request to the Board for review and determination. All written statements and records of the case shall be submitted to the Clerk of the Board. The Board may hold a hearing to obtain further information regarding this matter. The Board of Education shall render a decision within fifteen (15) days after the request for review and determination has been submitted.

5. Advisory Arbitration
   a. If the Union is not satisfied with the disposition of the grievance at the Board Stage, the Union may, within five (5) days, notify the Board of Education of its intent to submit the grievance to arbitration.

   b. Within five (5) days after such written notice of submission to arbitration, the Union shall request a list of arbitrators from the Syracuse Office of the American Arbitration Association. The parties shall then follow the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

   c. The arbitrator so selected will confer with the representative(s) of the Board and the Union and hold hearings promptly in the Town of Ticonderoga and will issue a decision not later than thirty (30) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date that final statements and proofs are submitted. The decision of the arbitrator will be in writing and will set forth the findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision, which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. Furthermore, he does not have the authority to add to, subtract from, to delete, or in any way amend or modify any of the terms and provisions of this Agreement. The decision of the arbitrator will be advisory.

   d. The cost of the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the District and the Union.

   e. If, during the course of this agreement, the Board of Education rejects four (4) advisory arbitration awards, any further awards of an arbitrator will then become binding on both parties. Effective July 1, 1990, the number of rejected advisory arbitration awards shall

be two (2) and the counting of rejections will be reset to zero (0).

ARTICLE XXII
BENEFIT TRUST

The District shall check-off and remit payments to the NYSUT Benefit Trust upon submission of a signed authorization to the payroll office for anyone within the Bargaining Unit. Such signed authorization may be discontinued at the end of its term upon written notice by the Employee to the District. The District shall remit to the NYSUT Benefit Trust, on a timely basis, the payments deducted and shall furnish the Plan and the bargaining agent with a list of all Employees from whose salaries such deductions have been made. The procedures under Article XVIII.D shall apply to this Article.

ARTICLE XXIII
LEGISLATIVE APPROVAL

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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXIV
DURATION OF AGREEMENT

A. The Agreement shall be effective as of July 1, 2005, and shall continue in effect through June 30, 2009, or until a successor agreement becomes effective.

UNION

BY _____
PRESIDENT

BY _____

BOARD

BY _____
PRESIDENT

BY _____
SUPERINTENDENT OF SCHOOLS

DATED THIS 24TH DAY OF AUGUST ,2006

APPENDIX A

EXTRA RUNS SCHEDULE FOR BUS DRIVERS

Destination	Hours	05-06	06-07	07-08	08-09
Albany	7.50	122.12	127.00	130.81	136.04
Ausable	6.00	97.65	101.56	104.61	108.79
Beekmantown	6.50	105.81	110.04	113.35	117.88
Blue Mtn	7.00	113.96	118.52	122.07	126.96
Bolton	5.00	81.40	84.66	87.20	90.68
Burlington	5.00	89.56	93.14	95.94	99.77
Corinth	6.00	97.65	101.56	104.61	108.79
Crown Pt	3.50	56.98	59.26	61.04	63.48
E Town	5.00	81.40	84.66	87.20	90.68
Fair Haven	6.00	97.65	101.56	104.61	108.79
Ft Edward	5.00	81.40	84.66	87.20	90.68
Glens Falls	5.00	81.40	84.66	87.20	90.68
Granville	5.00	81.40	84.66	87.20	90.68
Hudson Falls	5.00	81.40	84.66	87.20	90.68
Keene Valley	5.00	81.40	84.66	87.20	90.68
Keeseville	5.00	81.40	84.66	87.20	90.68
Lake Placid	6.00	97.65	101.56	104.61	108.79
Lake George	6.00	81.40	84.66	87.20	90.68
Local		40.28	41.89	43.15	44.88
Middlebury	4.50	73.26	76.19	78.48	81.62
Mineville	4.50	73.26	76.19	78.48	81.62
Montreal	9.00	146.53	152.39	156.96	163.24
Moriah	4.00	65.14	67.74	69.77	72.57
NE Clinton	7.00	113.96	118.52	122.07	126.96
Northern Adirondack	7.00	113.96	118.52	122.07	126.96
Peru	5.00	81.40	84.66	87.20	90.68
Plattsburgh	6.00	97.65	101.56	104.61	108.79
Pottersville	4.50	73.26	76.19	78.48	81.62
Putnam	3.50	56.98	59.26	61.04	63.48
Queensbury	5.00	81.40	84.66	87.20	90.68
Rutland	5.50	89.56	93.14	95.94	99.77
Saranac	6.50	105.81	110.04	113.35	117.88
Saranac Lk	7.00	113.96	118.52	122.07	126.96
Saratoga	6.50	105.81	110.04	113.35	117.88
Schroon Lk	4.00	65.14	67.74	69.77	72.57
Silver Bay	3.50	56.98	59.26	61.04	63.48
Tupper Lk	7.00	113.96	118.52	122.07	126.96

Destination	Hours	05-06	06-07	07-08	08-09
Westport	4.50	73.26	76.19	78.48	81.62
Whitehall	4.50	73.26	76.19	78.48	81.62
Willsboro	5.00	81.40	84.66	87.20	90.68
Chilson	1.00	10.30	10.71	11.03	11.47
Cambridge	6.50	105.81	110.04	113.35	117.88
Overtime		7.73	8.03	8.28	8.61

The driver will receive the current pay scale for each additional hour of driving and/or waiting time (breakdowns or other unforeseen circumstances

Meal Allowance
See Article X.D.3.c.

Combined Run shall be defined as transporting riders from their homes to the school, then to Silver Bay, then returning them to school and then to their homes.

Single Run shall be defined as transporting riders from their homes to school or transporting riders from school to their home.

APPENDIX B

MECHANICS AND BUS DRIVERS DEPARTMENT

Bus Driver/Mechanic
Regular Bus Driver
Garage Helper
Assistant Mechanic

CAFETERIA DEPARTMENT

Cook
Baker
Food Service Helper
Cafeteria Clerk
Lead Cook

OPERATION AND MAINTENANCE DEPARTMENT

Maintenance
Custodian
Cleaner/Messenger
Cleaner
Grounds Keeper
Certified Grounds Keeper
Grounds Keeper / Cleaner

AIDES DEPARTMENT

Computer Aide
Study Hall Monitor
General Aide
Teacher Aide