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**Contract Database Metadata Elements**

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Union: **Lake George Central School District Transportation Association**

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BUS  
8949

PROFESSIONAL AGREEMENT

BETWEEN

LAKE GEORGE CENTRAL SCHOOL DISTRICT  
BOARD OF EDUCATION

AND

LAKE GEORGE CENTRAL SCHOOL DISTRICT  
TRANSPORTATION ASSOCIATION

7/1/2004 - 2005  
2005 - 2006

2006 - 2007

2007 - 6/30  
2008

**RECEIVED**

JAN 11 2005

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD



## AGREEMENT

**Between the Board of Education of Lake George Central School District, herein called "Board," and Lake George Central School District Transportation Association, herein called "Association."**

### ARTICLE I

#### *CONDITIONS AND SCOPE OF AGREEMENT*

In response to the policy of the State of New York as established by the Public Employees' Fair Employment Act, and in the interests of furthering harmonious relationships with its employees, the Board recognizes the employees in the following classifications: Bus Drivers and Mechanical Personnel.

The Board also agrees to negotiate salaries, wages, hours and other items and conditions of employment.

All Board and district policies, practices, and regulations currently in effect and hereinafter adopted which are not expressly supplanted by the terms of this agreement shall continue in effect. If any Board or district policy, practice, or regulation is inconsistent with the express terms of this agreement, the terms of this agreement shall control to the extent inconsistent.

The Board recognizes the Association as the exclusive representative, for the purpose of collective negotiations, of the unit composed of bus drivers and mechanical personnel.

As a condition for continuation of recognition, the Association shall submit to the Board by November 15 during each school year of the term of this Agreement a verified statement of the number of dues-paying members of the Association.

Notwithstanding the termination clause of this agreement, this exclusive recognition shall continue until 120 days prior to the Board's budget submission date in 2008. Recognition shall be continued for successive periods of one year thereafter unless another employee organization submits to the Board of Education a competing claim of majority support and submits as evidence in support thereof a certified list of its members equal to or greater than thirty (30) percent of the non-instructional personnel in the above unit during the 45 day period prior to the 120 day deadline described above. In such case, the matter will be resolved according to procedures established by the Public Employment Relations Board pursuant to Article 14 (second 205) of the Civil Service Law.

## ARTICLE II

### *FRINGE BENEFITS*

#### A. RETIREMENT

The Board agrees to provide retirement benefits in the New York State Employees Retirement System under Plan 75i and death benefit Option 41J.

#### B. HEALTH INSURANCE PLAN

The Board agrees to purchase full membership in the Lake George Central School District Health Insurance Plan for full time contractual bus drivers and mechanics. Active employees will be required to make the following contributions annually for health insurance premiums commencing July 1, 2004. There will be a three-year phase-in. (Ten-month employees' payment will stretch over 21 pays and twelve-month employees' payment will be over 26 pays.)

	Matrix			PPO		
	Individual	2-Person	Family	Individual	2-Person	Family
Year 1	\$125	\$155	\$190	\$110	\$125	\$140
Year 2	\$135	\$200	\$270	\$110	\$135	\$170
Year 3	\$150	\$245	\$350	\$110	\$150	\$200
Year 4	\$150	\$245	\$350	\$110	\$150	\$200

Employees hired after July 1, 2004 will be provided: PPO individual coverage with a \$110.00 annual contribution; family or two-person coverage will be calculated at 66% of the difference between family (or two-person) and individual coverage in 2004-2005, 50% of the difference in 2005-2006, and 25% of the difference in 2006-2007. (Note: employees involved in the 3-year phase out are exempt from the \$110.00 co-pay.) In Year 4 these employees will fall under the same rules as above.

The district will pay \$600 annually to any full-time employee who is eligible for health insurance and refuses it for the preceding twelve months.

If both husband and wife are employed by the district, only one spouse will receive family hospital medical coverage or both will receive individual hospital-medical coverage. The other shall be considered a dependent under the plan and ineligible for the above payment.

#### 2. Retirees' insurance as follows:

- a) Medical Insurance for Permanent Full-Time Contractual Bus Drivers and Mechanics Paid to June 30, 1989 at a cost of \$55 annually, payable June 1<sup>st</sup> in the year preceding coverage.

Retirees continue in the health insurance program exclusive of prescription coverage if:

1. They have completed at least ten (10) years of full time service to the school district immediately prior to retirement from the district and are eligible to collect benefits pursuant to terms and conditions of the New York State Employees Retirement System.

Or

The member has at least 30 years of full time service credit within the New York State Employees Retirement System and has at least the last 10 years within the district.

If the retiree is not eligible under the foregoing conditions, the retiree has the privilege of converting to a private direct-payment contract with the insurance carrier(s).

Coverage for eligible retiree spouse and/or dependents does not continue indefinitely or automatically. The school district assumes costs for the retiree's spouse and eligible dependents only during the retiree's lifetime.

The surviving spouse or dependents of the retiree who meet the required eligibility will be able to continue their insurance coverage by paying the full cost of the coverage to the school, or they may convert to a private direct-payment contract.

Payments due for the continuation of coverage would be due in the Business Office of the School District fifteen days prior to the commencement of quarter in which coverage is continued (June 15th, December 15th, February 15th). The exact cost would be determined at the time of the retiree's death and would be revised the first of July each year.

- b) Medical Insurance for Permanent Full-Time Contractual Employee Paid After July 1, 1989.

Employees who begin work after July 1, 1989, and thereafter shall be responsible for medical premium payments in excess of the amount paid by the school district during the month preceding the effective date of retirement.

**NOTE: The preceding clause will not be in effect for the duration of this contract.**

Retirees continue in the health insurance program exclusive of prescription coverage if:

1. They have completed at least ten (10) years of full time service to the school district immediately prior to retirement from the district and are eligible to collect benefits pursuant to terms and conditions of the New York State Employees Retirement System.

Or

The member has at least 30 years of full time service credit within the New York State Employees Retirement System and has at least the last 10 years within the district.

The surviving spouse or dependents of the retiree who meet the required eligibility will be able to continue their insurance coverage by paying the full cost of the coverage to the school, or they may convert to a private direct payment contract.

Payments are due for the continuation of coverage in the Business Office of the School District fifteen days prior to the commencement of quarter in which coverage is continued (June 15, September 15, December 15, February 15).

#### C. MAJOR MEDICAL REIMBURSEMENT

1. Employee will purchase and pay for pharmaceutical drugs and receive receipt for submission to Blue Cross on a major medical claim form.
2. School District will reimburse employees for major medical deductible to \$50 on an individual policy and \$150 per year on a family policy after the bills have been submitted to Blue Cross/Blue Shield and a determination of benefit form is sent to the policy holder.
3. The employee will submit the determination of benefit to the Business Office after which time payment will be processed for the amount of the deductible up to the limits previously specified.
4. Blue Cross/Blue Shield will reimburse the policy (as per our contract) for 80% of the cost of the item purchased to the usual and customary amount for the item submitted up to \$2,000 lifetime.
5. After an employee has achieved the lifetime cap of \$2,000, Blue Cross will pay 100% of the usual and customary amount for like items as specified in the plan document.

#### D. DISABILITY BENEFIT PROGRAM

The Board agrees to participate in the New York State Disability Benefit Law to provide income for employees who are unable to work due to an illness or accident that is not employment-related.

For the 2004-2008 school years (July 1, 2004 - June 30, 2008), the Board agrees to pay the entire cost.

Employees eligible to receive disability are required to apply. Failure to do so could result in loss of sick leave benefits.

E. SICK LEAVE

1. All ten (10) month employees shall be allowed 17 days and all twelve (12) month employees shall be allowed 19 days absence each year for the duration of this contract when such absence is due to:
  - a. Personal injury or illness.
  - b. Illness in the immediate family.

"Immediate family" is interpreted to mean husband, wife, child, or any member of the household who has clearly stood in the same relationship with the employee of any of these.
  - c. Illness in the family.

"Family" is interpreted to mean father, mother, brother, sister, or any member of the family who has clearly stood in the same relationship with the employee of any of these.

Leave for this purpose shall be limited to ten days per school year. Exceptions to this provision may be made by the Superintendent of Schools for situations or circumstances that he may consider to be extraordinary.
  - d. Other absences approved by Superintendent of Schools and/or Board of Education.
  - c. Any employee who is injured while on active duty for the school may be allowed to charge lost work days against his sick leave account. Upon receipt of compensation insurance by the school, appropriate adjustments will be made to the employee's sick leave account.
  - d. Medical, dental or eye appointments.
  - e. Medical, dental or eye appointments for members of the immediate family.
2. The unused part shall be accumulated year after year for the duration of employment in this school system.
3. Employees not reporting illness at least one hour prior to start of work shift shall be deducted salary for that day. Regular sick leave or emergency leave allowances will be forfeited. Exception may be allowed by the School Business Administrator for unusual circumstances.
4. A medical certificate from the attending physician shall be furnished by the employee upon request for such medical certificate by the Superintendent of Schools or Board.
5. The Board will review each case of defunct sick leave and reserve the right to grant extra days of sick leave in excess of accumulated leave in individual cases at its discretion.



## F. SICK LEAVE BANK

A full-time member of this unit who has completed one full year of service to the district and used all of their accumulated sick leave may be eligible to apply for supplemental sick leave from the voluntary sick leave bank. The voluntary sick leave bank will function as follows:

1. Unit members must contribute (1) one day sick leave annually from their accumulated sick leave after having completed one year of service to the district to be eligible to use the sick leave bank. Annually on or about May 1<sup>st</sup>, non-participating unit members may elect to participate in the voluntary sick leave bank, but they will be required to contribute one day of accumulated sick leave to the bank. Effective the following July 1<sup>st</sup>, they will be considered participating sick leave bank members.
2. The purpose of the sick leave bank is to provide additional sick leave for those participating unit members who have a long-term illness and have elected to participate in the sick leave bank.
3. The bank will continue to collect and provide sick leave bank election forms to unit members each May 1 until such time as the bank has 100 days or more. Should the bank fall below 100 days, unit members will again be asked to contribute one day each to the bank. If an employee doesn't elect to contribute annually they will not be considered a plan member until such time that another election form is distributed to replenish the plan and they elect to participate by donating the days, they will not be considered a plan member until such time that another election form is distributed to replenish the plan and they elect to participate by donating the days. The cap may be exceeded for new employees that would like to become a member of the sick bank.
4. A committee consisting of the Business Official and two members appointed by the association president shall make a determination as to the number of days to be granted to the applicant. The total award cannot exceed 20 days or 25% of the days in the plan as of the date of the request.
5. An employee may request days from the bank only once in a rolling year beginning with the date of the first application for days.
6. The employee requesting days must provide medical evidence acceptable to the committee as to the extended nature of the illness. The committee, district or superintendent may request an examination from another physician. The committee has the choice of physicians and the employee will bear the cost.
9. Determinations of award will be made within 15 days of receipt of a request.
10. The decision of the committee is final.

G. UNUSED SICK LEAVE

Payment will be made for unused sick leave at the rate of \$22.50 for twelve month full-time employees and \$20 for ten month employees for each day that has accumulated at time of retirement. To be eligible for receipt of payment, the employee must have been employed a full ten (10) calendar years immediately prior to retirement and be eligible to collect benefits pursuant to terms and conditions of the New York State Employees Retirement System or the member has at least 30 years of full time service credit in the New York State Employees Retirement System and at least the last 10 years in Lake George Central School District.

If an employee has worked for the school district for a full ten years or more, and the employee's services are terminated due to the school district sub-contracting for such services, or his/her position is terminated due to staff reduction, the employee's unused sick leave payment will be made the same as if the employee were to retire (including health insurance per contract provisions based on date of initial employment).

If an employee has worked for the school district for a full ten (10) years or more, the employee's unused accumulated sick leave payment and career increment will be made to the beneficiary (spouse or dependent child) in the event of the employee's death.

H. TEACHING DAYS

If the number of required teaching days should exceed 185 teaching days during the duration of this contract, negotiations of additional days' salaries will be paid at the current rate of each bus driver's pay.

I. CAREER INCREMENT

Bus drivers and mechanics who can retire and immediately collect benefits pursuant to the terms and conditions of the New York State Employees Retirement System or has at least 30 years of service credit within the New York Employees Retirement system on or prior to June 30 of the last year in which the transportation employee is employed and has been employed the final ten years immediately prior to retirement in the Lake George Central School, shall be eligible for a career increment. Written notice shall be given to the Superintendent of Schools by April 1<sup>st</sup> of the school year preceding implementation of the career increment. The career increment for mechanics shall be \$75.00 per year of service, for 10-month bus drivers at the rate of \$45.00 per year. For unforeseen circumstances, the Superintendent of Schools may allow an employee to submit notification after April 1, but no later than May 1, and thereby receive the same benefits. Disability retirement would lead to the waiver of the age requirement only to obtain the same benefits. Employees who leave and return will be awarded career time equal to the total years of service rendered.

J. BEREAVEMENT LEAVE

1. In the event of the death of a member of the immediate family, a maximum of five (5) days absence will be allowed. Absence because of death in the family of the wife or husband of an employee shall be considered in the same manner as absence because of death in the immediate family. "Immediate family" is defined as mother, father, sister, brother, wife, husband or any member of the family or household who has clearly stood in the same relationship with the employee of these.
2. Bereavement leave shall not be cumulative.

K. EMERGENCY/PERSONAL LEAVE

1. Employees will be granted up to three (3) days of emergency/personal leave annually for extraordinary circumstances that cannot be handled at any other times. It is understood these days should not be used for personal holidays or recreation. (Some acceptable uses are as follows: closings - mortgages, legal matters, attending graduation within the immediate family, accompanying family member to college visitations or enrollment, home emergencies or other unusual circumstances beyond personal control.)

Requests for emergency/personal leave should be presented as follows: mechanics and bus drivers with the Business Official.

2. On the day before or after a holiday or vacation, emergency/personal leave is discouraged. Written requests for extenuating circumstances will be considered by the Business Official.
3. Emergency/Personal leave approval must be obtained at least 24 hours prior to absence from duty whenever possible. Employees not requesting emergency/personal leave prior to the work shift shall be deducted salary for the day. Regular sick leave or emergency/personal leave allowances will be forfeited. Exceptions may be allowed by the School Business Official for unusual circumstances.
4. Emergency leave days not used during the school year shall be transferred at the conclusion of the school year to the sick leave account and shall be allowed to accumulate as part of that account.
5. Employees attending compensation board hearings will be excused from work only for the hours required in attendance before the Board and or referee.

## L. LEAVE FOR PREGNANCY

Pregnancy leave of up to 24 months is available to personnel upon the following terms:

1. Written notice of request for leave is to be submitted to the Superintendent in writing as soon as practicable after pregnancy is discovered, but not later than 30 days prior to the beginning of the leave. Such request shall include the person's estimated or intended date for beginning the leave and the person's intended date for return to work. Such return date is ordinarily to be at the beginning of a semester. Such notice shall include a physician's statement certifying her pregnancy.
2. The leave must be approved by action of the Board of Education upon recommendation of the Superintendent.
3. All or any portion of the person's leave may be charged to available sick leave for that time in which she is medically disabled. Her physical ability or inability to perform her required school duties shall be confirmed by her physician or by the school physician upon request of the Board.
4. In cases of unusual termination of pregnancy, the person may, at the discretion of the Board, resume her duties at a mutually agreed upon date.

## M. PARENTAL LEAVE

1. A parental leave of absence without pay of up to 24 months may be granted to a person for the purpose of child rearing. Such person shall notify the Superintendent in writing of his/her desire to take such leave and shall give said notice of at least 30 calendar days prior to the birth of the child or receiving custody of a child.
2. A person on parental leave shall be allowed to continue participation in the existing Medical Insurance Plan and the self-funded disability insurance plan. A staff member who elects to participate in these programs or plans will pay 100% of the premium while on leave.

## N. LEAVE OF ABSENCE

1. A leave of absence without pay of not more than one year will be granted after three years of service due to the illness of the employee or his immediate family (husband, wife, child or parent).
2. After three years of service other types of leaves without pay of not more than one year may be approved by the Board at its discretion. Requests for such leaves shall be submitted in writing to the Superintendent of Schools at least ten days prior to a regular meeting of the Board.

3. The employee shall be allowed to continue participation in the existing Medical Insurance Plan and the employee will pay 100 % of the premium while on leave.
4. Upon completion of a leave of absence, the employee shall return to the same position he/she held at the time the leave was granted with all benefits applicable at the time of leave. An employee will not lose seniority status due to a leave of absence.

O. VACATIONS

Any full-time ten month employee who has completed a full year or more of service to the district and is appointed to a twelve month position shall receive a one week vacation during the first year of employment. Thereafter, provisions regarding vacation stated in this contract apply.

Paid vacation for all full-time twelve month employees will be of the following duration:

First year employees who have performed on the job more than six months before the close of the school year on June 30, but less than a full year, will be entitled to a vacation of one week.

1 year – 6 years:	10 days per year
7 years – 12 years:	15 days per year
13 years – 18 years:	20 days per year
19+ years:	22 days per year

Requests for vacation other than during the summer months will be honored whenever administratively feasible. These vacations may occur during the Christmas, winter, or spring recess periods. Preference in choice of vacation time is to be granted on a seniority basis. Any holiday falling within employee's vacation period will not be included as vacation time.

Whenever administratively feasible, a vacation day may be granted when students are not scheduled to attend school. Supervisory personnel vacation days may be granted at the time considered appropriate by the Business Official.

Employees who have performed on the job for seven years or more before the close of the school year on June 30 may take three vacation days at any time during the school year, with the stipulation that no more than one person per department may be on vacation at any given time when school is in session.

Employees who leave and return will be awarded vacation time equal to the total years of service rendered.

P. HOLIDAYS

Thirteen paid holidays will be observed each year for the duration of this contract as follows:

Independence Day	Mon	July 5, 2004
Labor Day	Mon	Sept. 6, 2004
Columbus Day	Mon	Oct. 11, 2004
Veteran's Day	Thurs.	Nov. 11, 2004
Thanksgiving	Thur-Fri	Nov. 25-26, 2004
Christmas	Fri- Mon	Dec 24, 27, 2004
New Year's Day	Fri	Dec. 31, 2004
Martin Luther King, Jr. Day	Mon	Jan. 17, 2005
President's Day	Mon	Feb. 21, 2005
Good Friday	Fri	Mar. 25, 2005
Memorial Day	Mon	May 30, 2005

Holiday dates will be forwarded to twelve-month employees in June of the year preceding.

In the event of make-up days because of emergency, employees will be expected to work at the regular rate of pay. Twelve-month employees will receive a compensatory day for time worked.

Q. OTHER PAID RESPONSIBILITIES

Cabinet and Faculty Forum assignments will be reimbursed at the same rate as teachers per hour/year. If other situations arise for which teachers are compensated, compensation to a Transportation Association member will be discussed with the Superintendent of Schools prior to the activity.

R. WORKSHOP ATTENDANCE

All employees will continue to be reimbursed for the expenses for school sponsored or school-approved workshops for all employees.

S. REQUESTS TO BUSINESS OFFICE

Any requests made to the Business Office in writing in regards to time off, vacations, or personal days shall be submitted via the appropriate Department Head and the Business Office shall respond within five working days to the appropriate Department Head.

T. FLEXIBLE BENEFITS PLAN

The district will provide a Flexible Benefits Plan to all employees under Section 125 of the IRS Code. The plan will be administered by The Preferred Group Plans, Inc. at District expense. The employee will be responsible for the monthly payment of \$3.50 and the terms and conditions will be included in the contract with the administering company. Twenty three participants are needed to conduct the plan.

**ARTICLE III**

***ASSOCIATION BUSINESS LEAVE***

The Lake George Transportation Association will be granted three days of leave per year for Association business. Such days shall be at full pay and will result in no personal or sick leave deduction. The President of the Association shall notify the Superintendent of Schools two days prior to the use of such leave.

**ARTICLE IV**

***JOB ASSIGNMENTS***

Job assignments will be made according to the Civil Service classification of each employee as shown on the salary agreement. In the event an employee of lower salary has to take charge of an upper salaried position, he/she will be compensated after three days an extra hour at time and a half more for the additional responsibility.

Regular bus routes and B.O.C.E.S. routes will be assigned by the School Business Official in cooperation with the Head Mechanic, who will function under Article XIX of the Motor Vehicle and Traffic Laws. The welfare and safety of the students will be given priority when assigning routes.

**ARTICLE V**

***NON-COMPETITIVE EMPLOYEE DISMISSALS***

Any non-competitive employee with one year's service may not be summarily dismissed without having an opportunity to request a meeting with the Superintendent of Schools. The employee may be represented at such meeting by a person or persons of his/her own choice. The Superintendent's decision may be appealed to the Board of Education.

## **ARTICLE VI**

### ***OVERTIME***

The overtime rate of pay will be one and one half times the regular rate for any hours over forty in a week or over eight hours in a day. Double time will be paid for work on the holidays observed by the school district according to the District School Calendar for the duration of the contract. (See dates listed under "P. HOLIDAYS" of this contract.)

There will be a two hour minimum on overtime when the overtime does not take place immediately preceding or immediately following an employee's regular shift.

Overtime will be assigned as equitably as possible using the rotating list, located in the head mechanic's office.

## **ARTICLE VII**

### ***SNOW DAYS OR EMERGENCY***

In the event of school closing due to inclement weather or emergency, all twelve month employees will report to work as instructed by their immediate supervisors. In the event they are delayed or prevented from coming due to weather conditions, they should call the business office and explain their situation. Failure to comply with this procedure may result in the loss of a day's salary. When problems created by inclement weather or emergencies have been resolved in the judgment of the Business Official, employees will be required to perform other job functions as directed by their immediate supervisors. All employees will be required to work until 12:00 noon, or later should the Business Official determine the emergency continues beyond noon.

## **ARTICLE VIII**

### ***SUBSTITUTES***

Substitutes will be provided as needed.

## **ARTICLE IX**

### ***VACANCIES AND NEW POSITIONS***

If a vacancy occurs or a new position is established, the job, along with job description and pay rate, will be posted, and the President and Secretary of the Association will be notified. Present employees will have the opportunity to apply for these positions if they have passed the proper Civil Service examination. All accumulated sick leave days and years of experience earned by the employee in previous categories will be counted toward the new position.



## **ARTICLE X**

### ***PROFESSIONAL GROWTH***

For the duration of this contract, a sum of \$1,000 each year will be budgeted for the entire Staff Association for professional improvement. Awards of sums of up to \$250 will be paid to any employee who in the opinion of a group comprised of the Business Official, Department Supervisor, and President of the Association has increased his/her professional proficiency as it relates directly to the daily performance of the job. A written request should be submitted to the Business Official at least 30 days prior to the initiation of the growth activity. Written approval or denial will be made within 15 days of application.

## **ARTICLE XI**

### ***GRIEVANCE PROCEDURE***

#### **A. Purpose**

It is the policy of the Board and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance procedure.

#### **B. Definitions**

1. a. A "grievance" is any alleged violation of this agreement or any dispute with respect to its meaning and/or application. The final step for this type of grievance shall be binding arbitration, as provided for in Section F.
1. b. Any alleged violation of the application, meaning or interpretation of existing rules, regulations or policies which are not covered by terms of this agreement but which affect the terms and conditions of employment, may be considered by mutual agreement but shall terminate at the Superintendent's step and shall not be subject to binding arbitration.
2. "Supervisor" means anyone in a supervisory capacity, such as Superintendent, Business Official, Principal, Head Custodian, Food Service Manager, and Head Mechanic.
3. A "staff member" is any person in the unit covered by this agreement.
4. An "aggrieved party" is the staff member or group of staff members who submit a grievance or on whose behalf it is submitted at the request of and with the consent of the staff member or members, and the Association.
5. A "work day" is Monday through Friday exclusive of holidays.

C. General Conditions

1. The aggrieved party may be represented in the grievance procedure beginning with Step 2 under the Article entitled Submission of Grievance.
2. If the aggrieved party does not avail himself/herself of the services of the Association during Step 1 under the Article entitled Procedural Stages, any arbitration costs will be borne equally by the aggrieved individual and the Board.
3. The time limits specified may be altered only by mutual agreement.

D. Submission of Grievances

1. Before submission of a written grievance the aggrieved party must attempt to resolve it informally.
2. Each grievance shall be submitted in writing on a form approved by the Board and the Association and shall identify the aggrieved party, the provision of this agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identify of the person responsible for causing such conditions and a general statement of the grievance and redress sought by the aggrieved party.
3. A grievance shall be deemed waived unless it is submitted within twenty (20) working days after the aggrieved party knew or should have known of the events or conditions on which it is based.
4.
  - a. A staff member or group of staff members may submit written grievances which affect them personally and shall submit such grievances to the immediate supervisor.
  - b. The Association may submit any written grievance. If it is limited to one site, the grievance shall be submitted to the immediate supervisor. Otherwise, it shall be submitted to the Business Official.

E. Procedural Stages

1. The immediate supervisor shall respond in writing to each written grievance received. If an aggrieved party is not satisfied with the response of the supervisor, or if no response is received in five (5) working days after the submission of a grievance, such aggrieved party may submit a copy of the grievance directly to the Business Official within seven (7) working days or he/she may within three (3) working days present the grievance to the Association Grievance Committee for its consideration. If the grievance committee determines that the aggrieved party has a meritorious grievance, then it will file a written appeal of the decision rendered by the supervisor with the Business Official within seven (7) working

days after the aggrieved party has received such notice from the supervisor. Copies of the supervisor's written decision shall be submitted with the appeal. If no response is received from the supervisor, such appeal must be submitted to the Business Official within twelve (12) working days after the initial submission of the grievance to the supervisor.

2. The Business Official or his designee shall confer with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties a written statement of his position with respect to it no later than ten (10) working days after it is received by him.
3. If the grievance is not satisfactorily resolved at Stage 2 either party, upon written notice, may submit the grievance to the Superintendent of Schools within ten (10) working days. Within ten (10) working days after such written notice of submission to the Superintendent of Schools, the Superintendent of Schools shall hold a hearing whereby the parties may submit statements supplementing their position in the case and provide a written statement of his position.
4. In the event the Association is not satisfied with the statement of other with respect to a grievance, it may within ten (10) working days after receiving the statement, refer the grievance to arbitration by a request to the American Arbitration Association. Such demand for arbitration shall be processed with the American Arbitration Association under and in accordance with the rules of the American Arbitration Association subject, however, to the conditions set forth in subsequent provisions of this article. A copy of such request shall be forwarded to the Superintendent of Schools or the President of the Association.

#### F. Arbitration

1. The arbitrator's decision will be in writing and will set forth the findings, reasonings, 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. The decision of the arbitrator will be binding only as it relates to grievances which are alleged violations of this negotiated agreement or any dispute with respect to its meaning or application. The arbitrator shall have no power to alter, add to, or detract from the provisions of the agreement.
2. The cost of the services of the arbitrator will be borne equally by the Board and the Association.

### **ARTICLE XII**

#### ***NO STRIKE PLEDGE***

The Association pledges that it will not strike against the school system nor will it assist in or participate in any such strike by the employees, nor will it impose any obligation on said employees to conduct, assist, or participate in a strike.

**ARTICLE XIII**

***IMPLEMENTATION AND AMENDMENT***

The parties agree that all negotiable items have been discussed during the negotiations leading to this agreement, and, therefore, agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of this agreement, except by mutual consent of both parties.

**ARTICLE XIV**

***CONFORMITY TO LAW***

If any provision of this agreement is or shall be at any time contrary to law, then such provision shall not be applicable or performed or enforced except to the extent permitted by law. Any substitute action shall be subject to appropriate consultation and negotiation. The terms and conditions of this agreement, where applicable, will be contingent on approval of the budget by the voters of the school district.

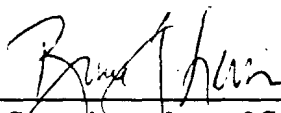
**ARTICLE XV**

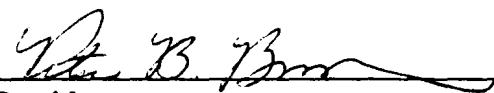
***DURATION OF AGREEMENT***

The effective date of this agreement and each of its provisions shall be July 1, 2004, and shall continue in force until June 30, 2008.

Negotiations for a subsequent agreement will commence on or about February 1, 2008.

This Agreement is made and entered into this 17<sup>th</sup> day of May, 2004, by and between the Board and Association and signed by the Superintendent of Schools, as representative of the Board, and the President of the Association.

BY   
Superintendent of Schools

BY   
President  
Lake George Central School District  
Transportation Association

## TRANSPORTATION SALARY SCHEDULE

### BUS DRIVERS

	2004-05	2005-06	2006-07	2007-08
BASE SALARY	\$ 8,270	\$ 8,621	\$ 8,987	\$ 9,369

The above salary schedule is for a 10 month work year. The salaries of all Bus Drivers will be increased 4.25% of the current salary for the 2004-2005 school year, a 4.25% increase of that salary for the 2005-2006 school year, and a 4.25% increase of that salary for the 2006-2007 school year and 4.25% for the 2007-08 school year.

An additional reimbursement of 27 cents for the duration of this contract per mile will be made for each mile in excess of twenty-two miles on a run. Excluded are all runs where the drivers are paid hourly for their driving.

Drivers required to use the handicapped lift or handling a wheelchair in any vehicle on a regular basis will be paid an additional 50 cents per hour above scale.

Extracurricular runs will be reimbursed at the rate of \$16.70 per hour during the 2004-2005 school year, \$17.40 during the 2005-2006 school year, and \$18.15 during the 2006-2007 school year and \$18.90 per hour during the 2007-08 school year.

Late bus runs will be paid at the rate of \$33 per run for 2004-2005, 2005-2006, 2006-2007 and 2007-08. Summer runs will be paid a minimum of 2 hours at the extracurricular rate.

The driver of the B.O.C.E.S. run, Special Education and any other run with extra time and mileage will be paid for all snow days and sick days. B.O.C.E.S. special/handicapped education and late runs will be driven by 10 month full time bus drivers only. Work study programs are excluded.

Bus break-down time, weather conditions or any other event that holds a driver beyond one and one-half hours of actual driving time (excluding pre-trip and post trip inspections) will be paid at extra-run time for that time over normal run, with half hour minimum.

Reimbursement for Sunday runs and school vacations will be for a minimum of 4 hours at the rate of time and a half per run. Saturday night runs leaving after 5 pm will be considered the same as Sunday runs.

Daily round trips of over 10 hours will be reimbursed at the rate of \$16.70 per hour plus meal allowance during the 2004-2005 school year, \$17.40 per hour plus meal allowance during the 2005-2006 school year, \$18.15 plus meal allowance during the 2006-2007 school year and \$18.90 per hour plus meal allowance during the 2007-08 school year. Meal allowances will not exceed \$12 for lunch and \$12 for dinner, with receipts. Time and a half will be paid for over 8 hours.

On extra trips drivers will be paid a minimum of 1 hour. During that period of time the driver may be required to drive to and from various destinations. (i.e. to the elementary from high school more than once.)

An allowance for attendance at the following meetings or program will be paid at the rate of \$10.00 per meeting: annual right-to-know, two-hour refresher driver course and physical performance test. All drivers must attend the required two, two-hour, sessions conducted by the school and new drivers must attend the thirty-hour Bus Driver Training Program. A driver or mechanic will be paid \$150 for attending the thirty-hour training program. When a driver fails to attend scheduled meetings, except for emergencies, he will be deducted one day's salary and will be given one week in which to make up the lost meeting. In the event the driver fails to make up the meeting, he will be placed on suspension without pay. If new federal and state programs, are added during the duration of this contract, compensation will be negotiated with representation of the Association and administration. This section does not apply to student educational programs.

If a driver wants to change his/her regular bus route, the driver must make a request to the School Business Official in writing by July 15 for a Sept. 1 change. The Business Official has the final say in determining all appointments.

Bus Drivers are responsible for the welfare of students riding on their bus. At dismissal time and any time that students are on the bus, the driver must remain in the bus. The only exception to this would be in case of any emergency, such as an accident, a breakdown or other such circumstances.

Ten month full-time bus drivers who are selected for the Federal Drug/Alcohol Testing Program through random selection will be paid at the extracurricular rate of \$16.70 for 2004-2005, \$17.40 for 2005-2006, and \$18.15 for 2006-2007 and \$18.90 for 2007-08 per visit to an off site medical collection office. If the testing is done on site, no reimbursement will be made assuming a reasonable schedule is maintained. If the visit takes longer than an hour, the individual should contact the business official.

Extra runs leaving between the hours of 11 p.m. and 5 a.m., and the run is less than 2 hours in length will be paid a minimum of 2 hours at time and one-half. If the run is over two hours in length, the driver will be paid the extra trip rate.

Dues will be deducted from the paycheck, after the first pay period, at the beginning of the school year.

A.M. and P.M. regular trip runs are considered to be one and one-half hours long. The time commences when actual driving time commences and does not include pre and post trip duties.

Conferences requested by administrators that immediately precede or follow a run will be done at no cost to the district. Conferences requested at other times will be paid a minimum of one hour.

## TRANSPORTATION SALARY SCHEDULE

### MECHANIC - BUS DRIVER

	2004-2005	2005-2006	2006-2006	2007-08
BASE SALARY	\$ 27,066	\$ 28,216	\$ 29,415	\$ 30,665

The above salary schedule is for a 12 month work year. Each employee in this department will receive an increase of 4.25% of his/her current salary for the 2004-2005 school year, a 4.25% increase of that salary for the 2005-2006 school year, 4.25% increase of that salary for the 2006-07 school year and a 4.25% increase of that salary for the 2007-08 school year.

Five uniforms will be provided to full-time mechanics per week, plus one for eleven uniforms for two weeks. New uniforms will be supplied as needed, at the discretion of the Head Mechanic. Mechanic will be entitled to up to two pairs of shoes not to exceed \$250 per school year.

The position of Foreman at the bus garage will receive \$1,500 above his or her present salary.

The salary increase for 2004-05 for the current Mechanic/Bus Driver will follow the same calculation as used in the base salary for 2004-05.

Hours for employees in this department will be as follows:

1. When school is in session - 6:30 a.m. - 3:30 p.m.  
This is interpreted as the period of time from September 1 through Commencement except for Christmas Recess, Winter Recess, and Spring Recess.

A lunch period of one hour and forenoon and afternoon breaks of 15 minutes each are allowed on or off premises.

2. When school is not in session - 7 hours 45 minutes  
This is interpreted as the period of time from Commencement to September 1 plus Christmas Recess, Winter Recess and Spring Recess and any other time students are not in school - i.e. Superintendent's Day and Conference Days. (Hourly schedule at discretion of Business Official.)

A lunch period of one-half hour and forenoon and afternoon breaks of 15 minutes each are allowed on/off the premises.