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LAKE GEORGE CENTRAL SCHOOL DISTRICT  
JAN 1 2005

PROFESSIONAL AGREEMENT

BETWEEN

LAKE GEORGE CENTRAL SCHOOL DISTRICT  
BOARD OF EDUCATION

AND

LAKE GEORGE CENTRAL SCHOOL DISTRICT  
STAFF ASSOCIATION

7/1/2004 - 2005

2005 - 2006

2006 - 2007

2007 - 2008<sup>6/30</sup>



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## AGREEMENT

**Between the Board of Education of Lake George Central School District, herein called "Board," and Lake George Central School District Staff 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: School Aides, Cafeteria Personnel, Clerical Personnel, Custodial and Cleaner 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 all before mentioned 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 employees. 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.

If both husband and wife are employed by the district, only one spouse will receive family/2-Person 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 Employees Paid to June 30, 1989, at a cost of \$55.00 annually, payable June 1<sup>st</sup> in the year preceding coverage.

Retirees continue in the health insurance program if:

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

Or

2. 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 15<sup>th</sup>, September 15<sup>th</sup>, December 15<sup>th</sup>, March 15<sup>th</sup>). 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 if:

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

Or



2. 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 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 15<sup>th</sup>, September 15<sup>th</sup>, December 15<sup>th</sup>, March 15<sup>th</sup>).

#### C. MAJOR MEDICAL REIMBURSEMENT

1. Employee will purchase and pay for pharmaceutical drugs and receive receipt for submission to Empire HealthChoice on a major medical claim form.
2. School District will reimburse employees for major medical deductible: \$50 on an individual policy, \$100 for a two-person policy and \$150 per year on a family policy after the bills have been submitted to Empire HealthChoice and a determination of benefit form is sent to the policy holder. Applies only to Matrix plan.
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. Empire HealthChoice 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 \$2000 lifetime.
5. After an employee has achieved the lifetime cap of \$2000, Empire HealthChoice 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 duration of this agreement. 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, child, 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.
  - e. Any employee who is injured while on active duty for the school may be allowed to charge lost workdays 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.
  - f. Medical, dental or eye appointments.
  - g. 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. Exceptions 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

1. In June, upon receipt of a statement of sick/emergency leave, any employee covered under this contract with more than thirty accumulated days, may, if he/she wishes, contribute one of those days to a bank. The purpose of this bank would be to provide a source of emergency relief in the event of extended acute hospitalization of such an employee whose own accumulated sick emergency leave has been exhausted.

The bank would be administered by a sick leave bank committee of three, one appointed by the Superintendent of Schools and two by the President of the Staff Association. The maximum number of days which could be released by the committee for any request would be equal to no more than twenty percent (20%) of the days in the

bank at the opening of school in the school year (September-June) in which the request was received or a maximum of thirty days. Upon depletion of the bank, no further demands may be made upon it until a minimum of thirty days has been accumulated back into the bank. Requests for grants of time shall be examined in chronological order as received in the office of the Superintendent. Any request for extended use of days from the sick leave bank would be reviewed by the sick leave bank committee and a majority vote would be required to approve such an extension.

A donation slip shall be provided to each employee at the time that they receive the status report mentioned in paragraph one of this section. All donations shall be of a confidential nature, as shall all requests for extensions.

The Superintendent of Schools shall notify the President of the Staff Association during the first week in April of the total number of sick days accumulated in the sick leave bank.

#### 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 \$20.00 for ten-month employees during the duration of the contract for each day that has accumulated at the time of retirement. To be eligible for receipt of payment, the employee must have:

Completed ten years of full time service to the district immediately prior to retirement from the district and be immediately 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 at least the last 10 years within the 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.

In the event of the death of an employee the accumulated unused sick leave benefit outlined above will be paid to the designated retirement beneficiary.

#### 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 discussed.

#### I. CAREER INCREMENT

A non-instructional employee who can retire and immediately collect benefits pursuant to the terms and conditions of the NYS Employees Retirement System or has at least 30 years of

service credit with the NYSERS on or prior to the June 30 of the last year in which the non-instructional employee is employed and has been employed in the final ten (10) years immediately prior to retirement in the Lake George Central School District, shall be eligible for a career increment. Written notice shall be given to the Superintendent of Schools by April 1 of the school year preceding implementation of the career increment. The career increment for full-time employees shall be based on the number of years of local service at the rate of: \$75.00 per year for ten-month employees and \$95.00 per year for twelve-month employees. The career increment for ten or twelve-month part-time employees (4 or less hours per work day) shall be based on the years of local service 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<sup>st</sup>, but no later than May 1<sup>st</sup>, 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 per occurrence. 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: Custodians, cafeteria and account clerks with the Business Official; study hall monitors, teacher aides and clerical aides with their building Principal; and district clerk with the Superintendent of Schools.

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. Payment will be due to the business office two weeks prior to the covered period.

#### 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. Payment will be due to the business office two weeks prior to the covered period.
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.

All full-time twelve month employees will be entitled to paid vacation time as follows:

Less than one full year:	One day per every full month worked, not to exceed 10.
1 year – 5 years:	10 days per year
6 years – 11 years:	15 days per year
12 years – 18 years:	20 days per year
19+ years:	22 days per year

Months of service will be counted which occur prior to July 1<sup>st</sup> of the summer when the vacation period begins. Continuous years of service will be measured from July 1<sup>st</sup> of each year. Employee requests for a particular vacation time will be considered for any time during the year and allowed, when their immediate supervisor feels it would not seriously disrupt work to be accomplished. Employees should try to restrict vacations to coincide with student/teacher vacation times. The district reserves the right to make the final decision. Any holiday falling within an employee's vacation period will not be included as vacation time. Supervisory and central administration personnel vacation days may be granted at the time considered appropriate by the business official.

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 Staff 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 the District's 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.

**U. JURY DUTY**

Any employee serving jury duty time will be compensated at their regular rate for time served that falls into their regular schedule.

### **ARTICLE III**

#### ***ASSOCIATION BUSINESS LEAVE***

The Lake George Staff 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. This time may be used by any negotiation team member with the approval of the President and may include time away from the job to attend to any negotiation meetings, as long as the meeting does not exceed 2-1/2 hours.

### **ARTICLE IV**

#### ***SENIORITY***

In assigning job openings and work shifts:

1. The most important issue will be the skill and ability of the employee to perform the job.
2. Seniority will be a factor.
3. The final decision will rest with the district.

### **ARTICLE V**

#### ***JOB ASSIGNMENTS***

Job assignments will be made according to the Civil Service classification of each employee as shown on the salary agreement. Employees performing the duties of a higher rated job classification shall receive one hour of overtime pay for the additional responsibility at the employee's rate of pay, beginning on day three. The employee is responsible for marking the additional time on their time cards.

### **ARTICLE VI**

#### ***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 VII**

### ***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 National 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 one-hour minimum on overtime when the overtime does not take place immediately preceding or immediately following an employee's regular shift, except on Sundays, which will be two hours.

Overtime will be assigned as equitably as possible. Overtime records will be made available to the Association upon request by the Secretary.

## **ARTICLE VIII**

### ***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 IX**

### ***SUBSTITUTES***

Substitutes will be provided to replace absent personnel during the first day of absence on a full shift basis. If an absence is two days or longer, a special effort will be made to find a full-time substitute. In the event a full-time substitute is not available, a special effort will be made to find a full-time substitute. In the event a full-time substitute is not available, regularly employed staff personnel may be utilized on an overtime basis to complete essential work. Substitutes for cafeteria personnel will be provided after the first day if sufficient notice is given.

The Business Administrator will have a substitute pool available for all Departments of this Association. The Board will advertise at least once per year to seek substitutes for each department. Substitutes will not be provided for employees on their annual vacation. Qualified substitutes may be assigned for the purposes of protecting school property.

## **ARTICLE X**

### ***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 XI**

### ***LONGEVITY INCENTIVE***

Employees who have performed on the job for:

10-14 full years before the close of the school year on June 30<sup>th</sup> will receive a stipend of \$300.

15-19 full years before the close of the school year on June 30<sup>th</sup> will receive a stipend of \$450.

20+ full years before the close of the school year on June 30<sup>th</sup> will receive a stipend of \$600.

## **ARTICLE XII**

### ***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 XIII**

### ***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 and Food Service Manager.
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, reasons, 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 violates 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 XIV**

***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 XV**

***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 XVI**

***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.

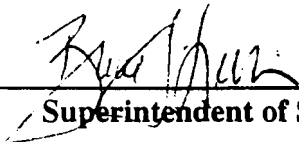
**ARTICLE XVII**

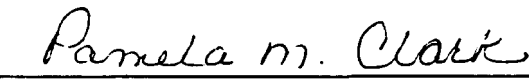
***DURATION OF AGREEMENT***

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 4<sup>th</sup> day of June, 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 Staff  
Association

## CAFETERIA SALARY SCHEDULE

### COOK

	2004-05	2005-06	2006-07	2007-08
BASE SALARY	\$ 12,029	12,390	12,761	13,144

### ASSISTANT COOK

BASE SALARY	\$ 11,509	11,854	12,210	12,156
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### FOOD SERVICE HELPERS

BASE SALARY	\$ 11,067	11,399	11,741	12,093
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The above salary schedules are for a 10-month work year. Each employee in this department will receive a 4.0% increase of employee's present salary for the 2004-2005 school year, an additional 3.0% increase of that salary for the 2005-2006 school year, an additional 3.0% increase of that salary for the 2006-2007 school year and an additional 3.0% increase of that salary for the 2007-2008 school year.

A full-time non-contract hourly food service helper is to be reimbursed at the rate of \$8.62 per hour for the 2004-2005 school year, at the rate of \$8.88 per hour for the 2005-2006 school year, at the rate of \$9.15 per hour for the 2006-2007 school year, and at the rate of \$9.42 per hour for the 2007-2008 school year. If school is closed for emergency reasons, then each full-time hourly food service helper will be paid for that day as if school were in session.

A full-time non-contract hourly food service helper is allowed a combined total of 8 days for sick leave or personal/emergency leave. No more than 3 days of this total may be used for personal emergency leave.

An employee who moves up from contract Food Service Helper to Assistant Cook and/or from Assistant Cook to Cook will receive \$500.00 above the starting salary or present salary, whichever is greater.

The parties agree that the Lake George Central School District, after written notice to the Association, may subcontract out any services previously or currently performed by the cafeteria staff. Following such written notice the Association shall have 30 calendar days within which time to negotiate the impact of said decision with the district. At the conclusion of the 30 calendar days, in the event that the parties are unable to resolve any existing differences concerning subcontracting, the district may go ahead with its plans to subcontract services. The district will require the contractor to offer any current employee a position at her current rate of pay.

On Friday, cafeteria staff may leave 15 minutes early.

Should the cafeteria make a profit at the end of each fiscal year each full time food service employee shall receive an additional check equal to 1% of his/her total earnings for that year. This will be paid after the audit of the cafeteria is complete and assuming the profit is above the 1% to be paid.

## SECRETARIAL SALARY SCHEDULE

### ACCOUNT CLERKS

	CLERK	SENIOR	PRINCIPAL	HEAD
2004-2005	\$24,696	\$25,196	\$25,696	\$26,196
2005-2006	25,746	26,246	26,746	27,246
2006-2007	26,840	27,340	27,840	28,340
2007-2008	27,980	28,480	28,980	29,480

### TYPISTS

	TYPIST	SENIOR	ADMINISTRATIVE ASST.
2004-2005	\$ 22,687	23,187	23,687
2005-2006	23,651	24,151	24,651
2006-2007	24,656	25,156	25,656
2007-2008	25,704	26,204	26,704

The above salary schedule is for a 12-month work year. Employees now under contract will receive 4.25% increase of their present salary for the 2004-2005 school year, a 4.25% additional increase of that salary for the 2005-2006 school year, a 4.25% additional increase of that salary for the 2006-2007 school year, and a 4.25% additional increase of that salary for the 2007-2008 school year.

Overtime will be paid with the appropriate administrator's approval.

The person responsible for calling the substitutes for teacher aides, assistants, and clerical staff will receive \$500 in each building.

There will be a \$500 salary adjustment for each advancement in title as listed above. Advancement will only occur if the job is reclassified according to Civil Service guidelines and all Civil Service requirements are met.

## AIDES SALARY SCHEDULE

### STUDY HALL MONITOR

	2004-2005	2005-2006	2006-2007	2007-008
BASE SALARY	\$ 13,539	14,114	14,714	15,339

### TEACHER AIDES

BASE SALARY	\$ 13,654	14,234	14,839	15,470
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### CLERICAL AIDES

BASE SALARY	\$ 14,178	14,781	15,409	16,064
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The above salary schedule is for 10-month work year. Each employee in this department will receive 4.25% increase of her present salary for the 2004-2005 school year, an additional 4.25% increase of that salary for the 2005-2006 school year, an additional 4.25% increase of that salary for the 2006-2007 school year, and an additional 4.25% increase of that salary for the 2007-2008 school year.

A lunch period of one-half hour is to be included as part of the 8-hour workday and 40-hour work week. Additional hours worked will be considered as overtime and paid at the rate of one and one-half times the regular rate.

Aides are permitted to leave after 7 1/2 hours on Fridays and days prior to national holidays.

Aides will be paid for overtime with building principal's approval.

Clerical Aides will have their 2003-04 base salary increased by \$167.00. This is a one-time salary adjustment for the 2004-05 school year.



## CUSTODIAL SALARY SCHEDULE

### CUSTODIAN

	2004-05	2005-06	2006-07	2007-08
BASE SALARY-Day Shift	\$ 19,457	20,284	21,146	22,045
Night Shift	\$ 20,424	21,292	22,197	23,140

### CLEANER

BASE SALARY-Day Shift	\$ 19,090	19,901	20,747	21,629
Night Shift	\$ 20,039	20,891	21,779	22,705

### BUILDING MAINTENANCE MECHANIC

BASE SALARY	\$ 26,975	28,121	29,316	30,562
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The above salary schedule is for a 12-month work year. Employees 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, a 4.25% increase of that salary for the 2006-2007 school year, and a 4.25% increase of that salary for the 2007-2008 school year.

An additional 5% is granted and incorporated in the above salary schedule for night shift employees.

Three new uniforms will be provided to new full-time employees. Each employee will be responsible for maintaining his/her own. Replacement uniforms will be supplied as needed, at the discretion of the Head Custodian.

Any employee who moves up from Cleaner to Custodian (as a result of taking the Civil Service test) will receive the difference between the base salary of the cleaner and custodian, prorated from the first day of the new duties. After the first year, his/her salary will follow the salary schedule for others in the same job description.

## Custodial Hours

1. When school is in session:

This is interpreted as the period of time from September 1 through Commencement except for Christmas Recess, Winter Recess and Spring Recess.

- a. Day Shift 6:45 a.m. – 2:45 p.m.  
A lunch period of one-half hour and forenoon and afternoon breaks of 15 minutes each are allowed on the premises. Time adjustment may be made by Head Custodian.
- b. Night Shift 2:30 p.m. - 10:30 p.m.  
A lunch period of one-half hour and pre-lunch and after-lunch periods of 15 minutes each are allowed on the premises.
- c. Evening Shift 10:30 p.m. - 6:30a.m will receive a 5% shift differential over Night Shift personnel.

2. When school is not in session:

This is interpreted as the period of time from Commencement to September 1 plus Christmas Recess, Winter Recess and Spring Recess.

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

All custodians should have an equal opportunity to attend workshops. All workshops shall be posted.

There shall be a position of Head Custodian at the elementary school at a rate of \$600 above his or her present salary.

**EXTRACURRICULAR AND CO-CURRICULAR ACTIVITIES  
(2004-2008)**

Calling substitutes for teacher aides/assistants and clerical staff	\$500/year
Junior Awards Organizer	\$100/ceremony
Senior Awards Organizer	\$100/ceremony
Graduation Organizer	\$100/ceremony
7 <sup>th</sup> Grade Barbeque Organizer	\$150/ceremony
Post Prom Organizer	\$150/ceremony
Forum/Cabinet	Amount equal to teacher contract