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Randolph Academy Union Free
School District And Randolph
Academy Educ Support Staff

AGREEMENT

BETWEEN

RANDOLPH ACADEMY UNION FREE SCHOOL DISTRICT

AND

RANDOLPH ACADEMY EDUCATIONAL
SUPPORT STAFF ASSOCIATION

JULY 1, 1999 - JUNE 30, 2002

NYS PUBLIC EMPLOYMENT RELATIONS BOARD
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CONCILIATION

52

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ARTICLE I

EDUCATIONAL SUPPORT STAFF

1. Recognition Statement

The Board of Education of Randolph Academy hereby recognizes the Randolph Academy Educational Support Staff Association as the sole and exclusive representative for the below listed support staff personnel in accordance with the rules of procedure of the Taylor Law. The Board hereby recognizes the Association as official negotiating agent for a bargaining unit consisting of all Keyboard Specialists, Teacher Aides, Internal Suspension Aides, Cleaners, Maintenance Workers, Monitors and Food Service Helpers employed by Randolph Academy.

The Association shall be sole and exclusive bargaining agent for the purposes of collective negotiations to determine wages, terms and conditions of employment, processing and settling of grievances and administration of terms and conditions of employment continued in any agreement.

ARTICLE II

PROBATIONARY PERIOD

1. A probationary period of eight (8) to twenty-six (26) weeks will be in effect according to Civil Service Law.

ARTICLE III

WORK YEAR

1. The work year for Teacher Aides, Internal Suspension Aides, Food Service Helper shall consist of one hundred eighty two (182) days for the school year and will work only as needed in the summer. Summer positions will be posted, and preference will be given to unit members by seniority.

The work year for Keyboard Specialists and Cleaning/Maintenance staff will be fifty-two (52) weeks per year commencing July 1 and ending June 30.

ARTICLE IV
WORK DAY

<u>Work Day</u>	<u>School Year</u>	<u>Summer School</u>
Teacher Aides	8:00-3:00	8:00-2:00
Internal Suspension Aides	7:45-3:45	7:45-2:45
Food Service Helper	7:30-2:30	7:30-2:30
Cafeteria Monitor/Cashier	3 hours/day	3 hours/day
Maintenance Worker	7:00-3:30	7:00-3:30
Cleaner (when school is in session)	2:30-11:00	2:00-10:30
Cleaner/Maintenance Worker (when school is not in session)	7:00-3:30	7:00-3:30
Keyboard Specialists	8:00-4:00	8:00-3:00
Keyboard Specialists (for Principal)	7:30-3:30	7:30-2:30

All inclusive of one-half (1/2) hour unpaid lunch. Educational support staff may leave building during unpaid lunch. Keyboard Specialists will be paid for one-half (1/2) hour lunch.

Hours will remain constant, but actual times may vary according to master schedule. A minimum of ten (10) working days notice shall be provided for a change in an employee's hours, except in the case of a temporary change (for two weeks or less).

All mandatory after-school meetings will be paid. Employees shall be required to stay up to 4:00 p.m. Whenever possible there shall be a minimum of forty-eight (48) hours notice of such meetings.

ARTICLE V
VACATION

1. Keyboard Specialists and Cleaning/Maintenance staff will receive one (1) week of paid vacation following the probationary period. Two (2) weeks of paid vacation per year following the first year of employment, and three (3) weeks of paid vacation following five (5) years of employment.

2. Keyboard Specialists, Cleaners, and Maintenance Staff will receive four (4) weeks of paid vacation after ten (10) years of employment. All fifty-two (52) weeks staff may use consecutive vacation days with two (2) weeks notice at anytime throughout the contract year when school is not in session. Single vacation days may be used with at least two (2) days prior notice and approval. When school is in session vacation days may be used only with the Superintendent's approval. Vacations may not overlap.

3. Effective July 1, 1999, vacation days will accrue on the member's anniversary date. Any member eligible for vacation as of July 1, 1999 shall have their vacation days pro-rated (to the nearest 1/2 vacation day) for the period between July 1, 1999 and their anniversary date. The pro-rated number of vacation days will be credited on July 1, 1999. Effective on their next anniversary date and each subsequent anniversary date, their full allotment of vacation days will be credited.

ARTICLE VI

SALARY

1. Salary (Starting)

Cafeteria Monitor/Cashier.....	\$ 6.50/hour
Teacher Aides.....	\$ 6.50/hour
Food Service Helper.....	\$ 6.50/hour
Internal Suspension Aides.....	\$ 8.00/hour
Cleaner	\$ 7.00/hour
Maintenance Worker.....	\$ 8.00/hour
Keyboard Specialist.....	\$ 8.00/hour

Salary Increase for 1999-2000:

All members employed on or before June 30, 1999 will receive the greater of the starting salary, or 3% plus \$500 divided by their annual hours.

Salary Increase for 2000-01 and subsequent years:

The parties agree to re-open negotiations on salary increases to be effective after June 30, 2000.

Salary will be paid on a bi-weekly basis in accordance with the District's payroll schedule. Paychecks will reflect the usual Federal and State income taxes and Social Security deductions as law requires.

Keyboard Specialists will be paid as salaried employees.

The employee may choose the option of direct deposit, in which case his/her pay would be directly deposited into her checking account at the Fleet Bank, CCSE Federal Credit Union, and/or Cattaraugus County Bank.

If a pay day falls on a holiday or during a vacation period, checks will be mailed.

No member of the bargaining unit shall be paid less than \$.35 above the federal minimum wage.

2. Part-Time Educational Support Staff

The areas of salary, leave time and group medical insurance (see "Health Insurance") will be prorated according to the amount of time the part-time educational support staff other than substitute staff is employed per week. Part-time educational support staff working less than eighty percent (80%) of a full time schedule per week may obtain health insurance by having the premium deducted from their salary.

3. Unit members hired as substitute teachers will be paid at the per diem substitute wage and will work the time scheduled for a substitute teacher. Any unit member who is assigned for a period of one (1) full day or more to perform the duties of a title other than his or her own which is paid at a rate higher than the member's regular rate of pay, will be paid at the starting rate of the higher title.

4. Differential

The Critical Care Aide will receive a differential of \$.50/hour.

5. Stipends

The teacher aide assigned to "point sheets" shall receive an annual stipend of \$100.

ARTICLE VII

HOLIDAYS

1. Employees shall receive annually the following holidays:

4th of July (for all members employed during summer)
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving (all 52 week Employees only)
Christmas Eve Day (all 52 week Employees only)
Christmas Day

Day after Christmas (all 52 week Employees only)
New Year's Eve Day (all 52 week Employees only)
New Year's Day
Martin Luther King Jr. Day
Patriots Day
Memorial Day
Good Friday (all 52 week Employees only)

Ten (10) month employees (including summer) will have ten (10) paid holidays, twelve (12) month employees will have fifteen (15) paid holidays.

ARTICLE VIII

RETIREMENT

1. New York State Employees' Retirement System

Employees will be a member of the New York State Employees' Retirement System.

ARTICLE IX

HEALTH INSURANCE

1. The Board of Education of the Randolph Academy Union Free School District agrees to provide the members with the Allegany-Cattaraugus School Medical Health Plan with \$50/\$100 single/family deductible major medical, and prescription co-pay of Ten Dollars (\$10.00) brand-name, Four Dollars (\$4.00) generic, and One Dollar (\$1.00) mail order. The plan documents in effect as of July 1, 1996 are herein incorporated by reference.

2. Any change in health insurance benefits which is, in the judgment of the Association, a diminishment of the benefits in effect as of July 1, 1996, shall not take effect until a negotiated agreement on such change has been reached.

3. The medical records of each participant member (and covered dependent) are absolutely confidential, and, as such, will not be released to any person(s) without the express written consent of the individual employee or dependent.

4. The District will pay one hundred percent (100%) for the cost of the above plan for all members hired prior to July 1, 1992. The District will pay one hundred percent (100%) of the rate for single coverage, and will pay an additional eighty percent (80%) of the difference between the single and family rates for family coverage for all members hired on or after July 1, 1992.

5. A preferred provider organization (PPO) plan, and a Health Maintenance Organization (HMO) plan will also be provided, with the carrier(s) and coverages to be mutually acceptable. The District will pay one hundred percent (100%) of the cost, not to exceed the amount the District would have to pay for coverage under the Allegany-Cattaraugus Plan.

6. The District will provide dental coverage, and life and accidental death and dismemberment coverages in the amounts in effect on June 30, 1999. The District will also provide First Rehabilitation Vision Plan B. The District will pay the same percentage of the premium for each member as it pays for the member's health insurance coverage as described in Paragraph 4. above. Members who elect the stipend provided under Paragraphs 8. or 12. of this ARTICLE may participate in the dental/life/ADD and vision coverage at their own expense.

7. The District agrees to negotiate the terms of a Member Benefit Fund to administer the supplemental coverages described in paragraph 6 above. The District's contribution for supplemental coverages provided under a Member Benefit fund shall remain as provided in paragraph 6 above.

8. The District will provide a stipend of One Thousand Dollars (\$1,000.00) annually to any employee who is eligible for and elects to forego coverage in the medical plan. Employees ineligible for medical coverage because of their relationship to another employee who is covered by the medical plan would also receive the One Thousand Dollars (\$1,000.00) stipend annually.

9. The stipend for foregoing medical insurance shall be payable at the rate of Fifty Dollars (\$50.00) per pay period for twenty (20) pay periods beginning in September. The stipend is not to be included in the base salary. An employee who works less than the full school year between September 1 and June 30, will have their stipend pro-rated for the period of their employment.

10. Except for new hires, an employee who intends to begin insurance coverage or who intends to start collecting the stipend provided in paragraph 8. above, shall notify the District in writing of such intent no later than June 1, and such change of status shall begin effective the following July 1. Thereafter, the employee's status shall remain unchanged until written notification of another change of status is received by June 1 prior to the July 1 effective date. An employee who undergoes a change of family status which necessitates a change in insurance status shall notify the District in writing of such change in family status, and the change in insurance status shall go into effect as soon as practicable.

11. Except as otherwise provided in this Agreement, retirees may continue participation in the insurance provisions above at their own expense.

12. Unit members with ten or more years of service in the District and eligible for full retirement within five years may, upon notification to the District of intent to retire within five years or less, choose from one of the options below:

- A. Payment as salary the premium rate in effect on the date of such notification, for the Allegany/Cattaraugus Schools Medical Health Plan family coverage if the member chooses no medical coverage;
- B. Payment as salary the difference between family rate of the Allegany/Cattaraugus Schools Medical Health Plan family coverage, and the family rate of a less expensive medical coverage provided under the terms of this Agreement and selected by the member.

The parties make no claim or representation as to the applicability of this provision to any pension calculation.

Unit members shall not be eligible for this benefit if they or their spouses receive a stipend under Paragraph 8. of this ARTICLE.

13. The District will provide First Unum Long Term Disability Coverage (90 Day Exclusion) for all members.

ARTICLE X

PERSONAL INJURY

1. Personal Injury Benefits

Whenever an employee is absent from school as a result of a personal injury caused by an assault occurring in the course of his employment and the employee applies for Workers compensation, the employee will be paid full salary for the period of such absence but not to exceed six (6) months. Any Workers Compensation award payments during this period will be reimbursed to the District. No part of such absence during the six (6) month period will be charged to his/her annual or accumulated sick leave.

The District will reimburse employees for the reasonable cost of any clothing, replacing or repairing dentures, eyeglasses, hearing aides, or similar body appurtenances, or other personal property not covered by Workmen's Compensation, damaged or destroyed as a result of an assault suffered by an employee while in the discharge of his/her duties within the scope of his/her employment.

An employee who is injured in the course of his/her employment, but not as a result of an assault, and who applies for a Workers Compensation award shall have refunded to him/her any sick leave used as a result of the injury.

The refund shall be on a day for day basis for any days the employee was paid under the award. The employee shall have the right to utilize sick leave while collecting a Workers Compensation award. Any Workers Compensation award paid during the employee's sick leave shall be reimbursed to the District.

ARTICLE XI

OTHER BENEFITS

1. Educational support staff will be covered under Social Security, Workmen's Compensation and Disability Benefits Insurance as required by law.
2. The District will provide uniforms which are to be worn by custodial, cleaning and internal suspension staff.

ARTICLE XII

LONGEVITY PAY

1. Longevity Pay

The District will pay One Hundred Fifty Dollars (\$150.00) for every five (5) years of service, to be added to the base salary, payable on the employee's anniversary date.

Whenever an employee qualifies for additional longevity pay, such pay shall be prorated for the period between the employee's anniversary date and the following July, and added to the employee's base pay effective on the anniversary date. On the following July 1, the full longevity amount shall be permanently added to the employee's base salary.

ARTICLE XIII

TERMINAL PAY

1. Terminal Pay

A. To be eligible for terminal pay, a member must be eligible to retire under the New York State Employees' Retirement System.

B. Terminal pay to be based upon sixty percent (60%) of bargaining unit member's accumulated sick days on the last day of work in the year of retirement at the then current starting hourly rate of pay for the position they are working in. In lieu of the above payment, the member may elect to have seventy-five percent (75%) of his/her accumulated sick days (on the last day of work in the year of retirement at the then current

starting hourly rate of pay for the position they are working in) converted to paid health insurance premiums in any of the insurance plans provided under ARTICLE IX Sections 1-6.

C. Payment to be made in a separate check on the final pay day of the year. Deduction of the NYS Employees' Retirement System rate of contribution will be made from the check.

D. To become eligible, the employee must submit a written resignation no less than ninety (90) days prior to the date of retirement.

2. Death In-Service

In the case of a member who dies while in the employment of the District and has minor children, the District shall pay the benefit described in ARTICLE XIII, Section 1., Paragraph B. to the member's survivors. This benefit shall be payable in health insurance coverage only, and shall be paid until such benefit is exhausted or the child reaches 21 years of age, whichever comes first.

ARTICLE XIV

SCHOOL CLOSING POLICY

1. The closing of the school is the direct responsibility of the Superintendent of Schools. All bargaining unit members shall receive their regular wage for snow days. Any employee required to report to work on a snow day will be provided an additional day of paid leave.

2. In the event that school is closed early, each member of the bargaining unit shall be paid for their regularly scheduled hours.

3. If an employee does not report to work for any reason (excluding contractual leave time), that employee will be docked in pay accordingly.

ARTICLE XV

EQUAL EMPLOYMENT OPPORTUNITY

1. The parties specifically agree that all provisions of this agreement shall be equally applied to all education support staff without regard to sex, age, race, creed or national origin.

ARTICLE XVI

TERMINATION OF EMPLOYMENT

1. Termination of employment shall be according to Civil Service Law.
2. The following provisions shall apply to all non-competitive and labor class employees.
 - a. seniority shall be defined as continuous service to the District since the date of hire;
 - b. approved leaves of absence shall not be considered breaks in service;
 - c. when a position is eliminated, an employee who has lost his/her position may bump the least senior employee within the same classification provided that the latter has less seniority than the employee whose position is eliminated;
 - d. if Section c above is not applicable, an employee who has lost his/her position may bump the least senior employee in a classification which the bumping employee once permanently occupied, provided the bumping employee has more seniority in that classification than the bumped employee, and provided the bumping employee was not removed from that classification for misconduct or incompetence;
 - e. an employee ineligible to bump under Sections c & d above shall be laid off due to the elimination of the position. Employees who are laid off shall have recall rights to the classification from which they were laid off in reverse order of their layoffs for a period of 12 calendar months from the date of their layoff.

ARTICLE XVII

OPENINGS/VACANT POSITIONS

1. All openings, vacant positions and new created positions will be posted on the bulletin board in the staff room for a minimum of ten (10) days prior to filling the position. All educational support staff shall be given adequate opportunity to make application for such positions and openings.

ARTICLE XVIII
PERSONNEL FILE

1. A single personnel file will be kept for each employee. The employee will be given a copy of all negative or evaluative entries in the file and shall have the right to attach a rebuttal to such negative or evaluative entry. An employee may review his/her personnel file during business hours when a District representative is available.

ARTICLE XIX
(Refer also to Benefit Days Addendum)
PERSONAL LEAVE

1. Personal Leave

Educational support staff are eligible for four (4) personal leave days per year. Such personal leave days shall be requested in writing, indicating the day requested and shall be signed by the employee. The written request shall ordinarily, and whenever possible, be submitted to the principal/supervisor not less than two (2) days in advance of the requested day.

One additional personal leave day per year (total 5 days) for 52 week employees.

Personal leave days are cumulative and shall be added to accumulated sick leave/family emergency leave time.

ARTICLE XX
(Refer also to Benefit Days Addendum)
SICK LEAVE/FAMILY EMERGENCY LEAVE

1. Teacher Aides, Internal Suspension Aides, and Food Service Helpers are eligible for thirteen (13) paid days of sick leave/family emergency leave per year. Fifty-two (52) week employees are eligible for fifteen (15) paid days of sick leave/family emergency leave per year. Sick leave/family emergency leave is cumulative to two hundred (200) days.

Days of paid leave to be used for personal illness or illness in the employee's immediate family. "Immediate family" is defined as spouse, child, mother, father, brother, sister, mother-in-law and father-in-law.

2. Ten (10) month unit members who work during the summer session will enjoy all salary and benefits as provided by this agreement, except that such members shall be limited to a maximum of two (2) sick leave days, and one (1) personal leave day during the summer session. These leave days, if used, shall be deducted from the total annual sick leave and personal leave available to the member under the terms of this agreement for the school year during which the summer session falls.

ARTICLE XXI

SICK BANK

1. A sick leave bank shall be available to unit members. Only members of the sick leave bank may utilize the bank. In order to join the bank, a unit member must have accrued 15 or more sick days. Unit members may join the bank by contributing one (1) day of sick leave to the bank. A unit member must be a member of the sick bank for a period of no less than three (3) months before withdrawing any days from the bank. When the sick bank reserve falls below twenty-five (25) days, bank members may be assessed one (1) additional day of sick leave. The maximum contribution per school year shall be two (2) sick leave days per bank member.

2. Bank members may withdraw a maximum of twenty-five (25) days per school year, and a lifetime maximum of fifty (50) days. Before withdrawing days from the bank, a bank member must first exhaust all sick and personal leave and wait a period of at least three (3) working days without pay. Sick leave bank days may be used only for those purposes delineated for sick leave/family emergency leave in this Agreement. A physician's statement must be provided. The sick bank will be administered by the Association and implemented by the District.

ARTICLE XXII

BEREAVEMENT LEAVE

1. Educational support staff are eligible for three (3) paid days per year due to the death of the employee's spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, or grandparents. Additional paid bereavement days may be granted at the discretion of the Superintendent. Bereavement leave is not accumulative.

The Superintendent may require proof substantiating personal illness or injury, or sickness, or death as pertaining to sick leave/family emergency leave and bereavement leave.

ARTICLE XXIII

GRIEVANCE PROCEDURE

1. A grievance is defined as a claimed violation, misinterpretation or inequitable application of this collective bargaining agreement. The grievant may be either an individual unit member or the Association.

2. The grievant will have access to all files and records relevant to the grievance. No interference or reprisal of any kind shall be taken by the District or any district representative against the grievant or any party in interest as a result of the grievance. The grievant may be represented at any stage of the Grievance Procedure by counsel. All time limits may be extended by mutual agreement. Whenever possible, grievances will be processed during regular school hours.

3. Stage 1: The grievance shall first be presented to the immediate supervisor of the grievant for informal discussion within thirty (30) days of the alleged violation. If the grievance is not resolved as a result of this meeting, the grievance shall be reduced to writing and submitted to the supervisor within five (5) school days of the meeting. The supervisor will answer in writing within five (5) school days.

4. Stage 2: The grievant, if dissatisfied with the answer at Stage 1, may submit the written grievance to the Superintendent. If the grievant is the Association, Stage 1 of the Grievance Procedure may be waived by the grievant. The Superintendent will schedule a hearing within ten (10) school days. The Superintendent will then answer the grievance in writing within five (5) school days after the hearing.

5. Stage 3: The Association, if dissatisfied with the answer at Stage 2, may submit the written grievance to the Board of Education. The Board of Education will schedule a hearing in Executive Session within ten (10) school days. The Board will answer the grievance in writing within ten (10) school days after the hearing.

6. Stage 4: The Association, if dissatisfied with the answer at Stage 3, may submit the grievance to binding arbitration by notifying the Board of Education. The grievance shall then be submitted to the American Arbitration Association (AAA). Both parties will be bound by the rules of the AAA and will share the costs equally, except that the cost of a transcript will be borne by the party requesting same.

ARTICLE XXIV

DUTIES

1. No unit member shall be required as part of their regular assigned duties to do the following:

- a. prepare lesson plans or teacher sub packets;
- b. prepare tests or provide subjective grading of tests;
- c. provide classroom instruction or supervision during instructional periods without a teacher present.

ARTICLE XXV

ASSOCIATION RIGHTS

1. The District shall deduct Association membership dues each pay period between September 1 and June 30 from the wages of those employees who have filed with the district appropriate, written, and individually signed dues deduction authorization cards furnished by the Association. The Association will certify in writing to the District the amount to be deducted. Such deductions shall continue until a written revocation of the deduction authorization is filed with the District.
2. Deduction of Association dues requested by an employee shall become effective at the time the authorization is submitted, but will be deducted from the wages of the employee in the next payroll period (or as soon as is practicable) and each pay period thereafter. The aggregate total of all such deductions together with a list of those employees from whose wages membership dues have been deducted shall be remitted to the Treasurer of the Association on a periodic basis as agreed upon by the District and the Association.
3. Personnel in the bargaining unit who are not members of the association shall be required to pay an agency fee, as defined in the Taylor Law. Monies so deducted shall be transmitted to the Association in the same manner as regular dues deduction.
4. The District will provide payroll deduction and shall remit to NYSUT monies deducted for the NYSUT Benefit Trust Program and NYSUT VOTE/COPE upon receipt of written authorization from each participating unit member.
5. The District shall provide the Association president and/or his designee a maximum of two (2) days paid leave for the conduct of Association business.

ARTICLE XXVI

UNPAID LEAVE

An unpaid leave of up to two (2) years will be provided to any employee at the discretion of the Superintendent. Such leave shall be available for child care (including, but not limited to child rearing subsequent to birth, care of an adopted child, and care during a long-term illness), full time education, transfer of employment for spouse, and for illness of the employee or employee's spouse or parent. Denial of such leave shall not be arbitrary or capricious.

ARTICLE XXVII

EDUCATION

The District will pay One Hundred Fifty Dollars (\$150.00) on to base salary for any unit member having an associates degree. The District will pay Three Hundred Dollars (\$300.00) on to base salary for any bachelors degree held by a unit member.

ARTICLE XXVIII

SAFETY COMMITTEE

1. The Association shall select a representative to serve on the District Safety Committee.
2. Any unit member who is physically assaulted will report the incident promptly to the principal. The principal shall complete an investigation as soon as possible and file a report. The unit member will sign the report to indicate that he/she has seen the report. The unit member may append a statement to the report.
3. The principal, in consultation with the District Safety Committee shall develop a comprehensive school safety plan which shall be annually reviewed by the committee for updating. The safety plan shall be submitted to the Board of Education for approval. If a member alleges a violation of the safety plan, he/she shall present such complaint in writing to the Safety Committee. If the Safety Committee determines there has been a violation of the safety plan, the Committee shall present such complaint in writing to the principal. The principal shall respond in writing within five (5) working days of receipt of the complaint. If the Safety Committee does not agree with the decision, the Committee may appeal the decision to the Superintendent. Additionally, if the Safety Committee does not agree with the decision of the Superintendent, the Committee may appeal to the Board of Education.

ARTICLE XXIX

BUS DRIVERS

Bus Driver Responsibilities:

1. The following applies to all unit members who qualify to drive a school car, under applicable State and Federal Regulations. After hours' car trips will be scheduled on a rotation. If the driver cannot drive during his/her rotation, the next driver on the list will drive and the driver passed will drop to the bottom of the rotation list. The District may assign any passed runs to unit members or non-members at its discretion.

2. The following applies to all unit members with CDL Certification.

a) The following organized activity positions will be posted annually and filled by appointment:

- i) Basketball Team Driver
- ii) Cheerleading Squad Driver
- iii) Band Driver
- iv) Track Team Driver
- v) Aide - Band
- vi) Aide - Cheerleading
- vii) Detention - Basketball
- viii) Truck/Trailer Driver

The District reserves the right to consider health and safety factors in assigning the above positions, and the District will provide upon request a written explanation of how health and safety factors were applied to a particular assignment.

b) Other hours' bus trips will be scheduled on a rotation. If the driver cannot drive during his/her rotation, the next driver on the list will drive and the driver passed will drop to the bottom of the rotation list. The District may assign any passed runs to unit members or non-members at its discretion.

3. The driver is responsible to coordinate the details with the staff that is requesting the bus.

4. The driver will pre-trip the as required by law and/or commissioner's regulation. The driver will note any problems or concerns, and return the bus to its proper location after the trip is completed. The driver is responsible for removing trash and sweeping the bus after any trip.

5. When transporting a student home, the driver will get the name and address from the office as to the location to which the student is to be taken. The driver will log out at the office and fill out a transport sheet before leaving, with mileage, time leaving, and student's name. The driver will make sure headlights, seat belts, and telephone are on. Upon arriving at the location, the driver will log the time on the sheet and call the school at ext. 410 to log the driver's name, the student's name, and the time.

Bus Driver Rates:

1. The basic rate for employees who drive school vehicles on trips for organized activities beyond the boundaries of the Randolph Central School District will be Fifteen Dollars (\$15.00) per hour. The minimum payment will be Fifteen Dollars (\$15.00) per run. *Per event*

2. Other trips will be paid at the employee's regular rate during scheduled working hours, or at Nine Dollars (\$9.00) per hour for driving outside their scheduled working hours. Overtime will be paid at time-and-a-half. The regular trip to and from Randolph Central School will be paid at \$10.00 per day. The minimum payment will be Five Dollars (\$5.00) per run.

3. Attendance at the three-hour training course will be paid at one and one-half times the employee's hourly rate, for a maximum of two three-hour courses per year.

4. Unit members hired as chaperones will be paid Fifteen Dollars (\$15.00) per hour.

5. Overnight trips will be paid at Two Hundred Dollars (\$200.00) per day for drivers and chaperones.

Drug and Alcohol Testing:

1. The Association and the District recognize alcoholism and drug abuse as illnesses which are treatable.

2. Employees who request diagnosis or treatment for alcohol or substance abuse prior to a positive test will not jeopardize their rights or job security. All such requests will be kept strictly confidential.

3. All costs for implementing the drug testing program will be borne by the District.

4. Drug testing procedures shall be consistent with the rights of employees as established by statutory and case laws and state and federal regulations.

5. All information, interviews, reports, statements, memoranda, and all records of all referrals, screening and confirming tests shall be available only to authorized District employees, and shall be held confidential with the following two exceptions:

a. as required for compliance with state or federal regulations;

b. as required for appropriate disciplinary proceedings.

In all cases, the District shall authorize access to the aforementioned information, etc. only to those employees for whom such knowledge is essential to their job responsibilities.

6. Employees shall be paid for time spent on the testing related procedures, including traveling time to and from the test site.

7. Employees may be required to submit to an alcohol or drug test only in accordance with the provisions of applicable state or federal laws or regulations.

8. The employer and the union agree to establish a mutually agreeable referral program for the treatment of alcohol or substance abuse.

9. Eligibility for testing shall be limited to those defined by applicable state or federal laws or regulations as being in the testing pool.

ARTICLE XXX

DISCIPLINE

1. The procedures and standards of New York State Civil Service Law Section 75 are hereby extended by the District to those members of the bargaining unit who are not entitled by statute to such protection and who have completed their probationary period.

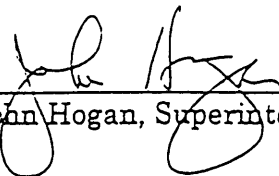
ARTICLE XXXI

REQUIRED PROVISION

As required by Section 204a of the Taylor Law:

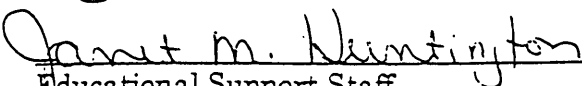
"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

THIS AGREEMENT SHALL BECOME EFFECTIVE ON THE 1ST DAY OF JULY, 1999 AND SHALL CONTINUE IN FULL FORCE AND EFFECT UNTIL THE 30TH DAY OF JUNE, 2002.



John Hogan, Superintendent

12/13/99
Date



Janet M. Huntington
Educational Support Staff
Representative

12-13-99
Date



Janice M. Finch
Educational Support Staff
Representative

12/13/99
Date

ADDENDUM

The following addendum shall replace ARTICLE XIX and ARTICLE XX for the 1999-00 school year. The addendum may be extended beyond June 30, 2000 by mutual agreement of the parties. Absent such agreement, ARTICLE XIX and ARTICLE XX shall take effect upon July 1, 2000.

A. 10 Month Employees receive 12 Benefit Days per Year
Accumulation as follows:

Days Used	Days Accumulated as Sick Leave
0	19
1	19
2	19
3	15
4	13
5	11
6	9
7	7
8	5
9	3
10	2
11	1
12	0

B. 12 Month Employees (and 10 Month Employees who work the summer) receive 14 Benefit Days per Year

Days Used	Days Accumulated
0	22
1	22
2	22
3	19
4	17
5	15
6	13
7	11
8	9
9	7
10	5
11	3
12	2
13	1
14	0

C. A Benefit Day may be used by notifying the supervisor or other designated personnel of the desire to utilize the Benefit Day. Unit members are encouraged to provide as much notice as possible of the intent to use a Benefit Day. 10 Month Employees may not use a Benefit Day on the day immediately preceding or the day immediately following a scheduled holiday or school recess during the school year or summer school.

D. There is no limit on accumulated sick leave. Accumulated sick leave may not be used until a member has exhausted his/her allotment of Benefit Days available, with the exception that accumulated sick leave shall be available to 10 Month Employees on the day immediately preceding or the day immediately following a scheduled holiday or other school recess during the school year or summer school. Accumulated sick leave may be used for personal illness or illness in the employee's immediate family as described in ARTICLE XX. Any assessment for the sick leave bank will be subtracted from the member's accumulated sick leave, not from the benefit day allotment.

E. A maximum of two (2) benefit days may be used during the summer session. Accumulated sick leave may be used during the summer session with the Superintendent's approval, which shall not be unreasonably withheld.