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Union: **Randolph Academy Support Staff Association, New York State United Teachers (NYSUT)**

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AGREEMENT

BETWEEN

**RANDOLPH ACADEMY UNION FREE SCHOOL
DISTRICT**

AND

**RANDOLPH ACADEMY
SUPPORT STAFF ASSOCIATION**

**July 1, 2009 – June 30, ~~2011~~
2012**

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TABLE OF CONTENTS

ARTICLE I - RECOGNITION STATEMENT.....	3
ARTICLE II - PROBATIONARY PERIOD.....	3
ARTICLE III - WORK YEAR.....	3
ARTICLE IV - WORK DAY.....	4
ARTICLE V - VACATION.....	5
ARTICLE VI - SALARY.....	6
ARTICLE VII - HOLIDAYS.....	8
ARTICLE VIII - RETIREMENT.....	9
ARTICLE IX - HEALTH INSURANCE.....	9
ARTICLE X - PERSONAL INJURY.....	13
ARTICLE XI - OTHER BENEFITS.....	14
ARTICLE XII - LONGEVITY PAY.....	15
ARTICLE XIII - TERMINAL PAY.....	15
ARTICLE XIV - SCHOOL CLOSING POLICY.....	16
ARTICLE XV - EQUAL EMPLOYMENT OPPORTUNITY.....	16
ARTICLE XVI - TERMINATION OF EMPLOYMENT.....	17
ARTICLE XVII - OPENINGS/VACANT POSITIONS.....	17
ARTICLE XVIII - PERSONNEL FILE.....	18
ARTICLE XIX - BENEFIT LEAVE DAYS/ACCUMULATED SICK LEAVE.....	18
ARTICLE XX - BEREAVEMENT LEAVE.....	20
ARTICLE XXI - GRIEVANCE PROCEDURE.....	21
ARTICLE XXII - DUTIES.....	22
ARTICLE XXIII - ASSOCIATION RIGHTS.....	22
ARTICLE XXIV - UNPAID LEAVE.....	23
ARTICLE XXV - EDUCATION.....	24
ARTICLE XXVI - SAFETY COMMITTEE.....	24
ARTICLE XXVII - BUS DRIVERS.....	25
ARTICLE XXVIII - DISCIPLINE.....	28
ARTICLE XXIX - REQUIRED PROVISION.....	28

ARTICLE I - RECOGNITION STATEMENT

The Board of Education of the Randolph Academy hereby recognizes the Randolph Academy 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, Computer Facilitator, Teacher Aides (Support Center Aides, Child Care Aides, Internal Academic Management Program Aides), Internal Suspension Aides, Cleaners, Maintenance Workers (Bus Drivers), Monitors and Food Service Helpers (Cafeteria Cashier, Monitor) 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

Probationary periods will be determined in accordance with Civil Service Law and rules.

ARTICLE III - WORK YEAR

The work year for Teacher Aides (Support Center Aides, Child Care Aides, Internal Academic Management Program Aides), Internal Suspension Aides, Food Service Helper (Cafeteria Cashier, Monitor) shall consist of one hundred eighty-two (182) days for the school year and will work only as needed in the summer. Of the one hundred eighty-two (182) work days two (2) will be used as absence from work with pay. One (1) will be a staff development day and the other will be during Regents week. These are to be agreed upon by the District and the Association annually by May 15th. Fifty-two (52) week employees will have two (2) days as absence from work with pay. One (1) will be a staff development day and the other will be when school is not in session. These employees will notify in writing which day will be utilized as their paid day off and seek the approval from the Building Principal or Maintenance Supervisor. Summer positions will be posted, and preference will be given to unit members by seniority.

The work year for Keyboard Specialists, Computer Facilitator, 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>
Business Office	9:00 – 4:00	9:00 – 3:00
Cafeteria Cashier	3 hours/day	3 hours/day
Cleaner (when school is in session)	2:30 – 11:00	1:30 – 10:00
Cleaner/Maintenance Worker (when school is not in session)	7:00 – 3:00	6:30 – 3:00
Computer Facilitator	7:15 – 3:15	7:30 – 2:30
Food Service Helper	7:30 – 2:30	7:30 – 2:30
GGI Facilitator/ Observers (RCH)	7:45 – 2:45	7:45 – 1:45
IAMP	8:00 – 3:00	8:00 – 2:00
Internal Suspension Aide	7:00 – 3:45 (2) 7:00 – 3:00 (1) 7:45 – 3:45 (1)	7:00 – 2:45 7:00 – 2:00 7:45 – 2:45
Keyboard Specialist	8:00 – 4:00 7:15 – 3:15	7:30 – 2:30 7:30 – 2:30
Maintenance Worker	7:00 – 3:30	6:30 – 3:00
Support Center Aides	7:00 – 3:00 (2) 8:00 – 3:00 (1)	7:00 – 2:00 8:00 – 2:00
Teacher Aides	8:00 – 3:00 7:00 – 3:00	8:00 – 2:00 7:00 – 2:00

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All inclusive of one-half (1/2) hour unpaid lunch. Support staff may leave building during unpaid lunch. Unit members leaving the building must sign in/out in the Principal's office. Keyboard Specialists and Computer Facilitator 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 (2) 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.

Coaches (for athletic events outside the Randolph Academy) will be released early as long as they make up time lost from their assigned duties by mutual agreement between the District and the employee.

ARTICLE V - VACATION

Vacation days for Keyboard Specialists, Computer Facilitator, and Cleaning/Maintenance staff will accrue on the member's (date of hire) anniversary date.

All fifty-two (52) week 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 vacations days may be used only with the Superintendent's approval. Vacations may not overlap.

The employee will receive vacation time according to the following:

1 week	following the probationary period
2 weeks	after 1 full year
3 weeks	after 5 full years
4 weeks	after 10 full years

A maximum of five (5) vacation days may be carried over annually. Any additional vacations days not utilized can be converted into accumulated sick leave days.

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ARTICLE VI - SALARY

1. Salary

Cafeteria Monitor/Cashier	\$7.75/hr
Cleaner (Day)(Eve-Extra .50)	\$7.75/hr
Computer Facilitator	\$35,000/yr
Food Service Helper	\$7.75/hr
Internal Suspension Aides	\$8.25/hr
Interpreter (paid minimum of 1 hour)	\$25.00/hr
Keyboard Specialist	\$8.25/hr
Maintenance Worker	\$8.90/hr
Teacher Aides	\$7.75/hr

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 and Computer Facilitator will be paid annualized and paid in equal increments throughout the year.

The employee may choose the option of direct deposit, in which case his/her pay would be directly deposited into his/her checking account at the CCSE Federal Credit Union, Jamestown Federal Credit Union, Cattaraugus County Bank, Community Bank, HSBC, National City, Jamestown Savings Bank, Northwest Savings, Citizen's Bank, or M & T Bank.

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

No member of the bargaining unit shall be paid less than thirty-five cents (\$.35) above the federal minimum wage.

2009-2010

Effective July 1, 2009 unit members will receive the same wage rates as paid in 2008-2009.

ONE-TIME BONUS PAYMENT: The District will pay each unit member employed by the District as of April 28, 2010, a two hundred fifty dollar (\$250) bonus payment, to be paid prior to July 1, 2010.

2010-2011

Effective July 1, 2010 unit members will receive the same wage rates as paid in 2008-2009.

2011-2012

Effective July 1, 2011 unit members will receive a three percent (3%) increase on base wage rates as paid in 2008-2009.

2. Part-Time 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 support staff other than substitute staff is employed per week. Part-time 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 in addition to their regular hourly rate an additional twenty dollars (\$20) per day and will work the time scheduled for a substitute teacher. Unit members hired as substitute teacher assistants will be paid in addition to their regular hourly rate an additional fourteen dollars (\$14) per day and will work the time scheduled for a substitute teacher assistant. 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.

- a. Reduction/Increase in Work Schedule – In the event a unit member is reduced or increased in his/her position, the unit member shall retain any accumulated sick or benefit leave earned at the time of the reduction or increase in the position and have such time converted to the new position accordingly.

Note (for example):

- A position is reduced from a full time 8-hour position to a half time 4-hour/day position. The employee had accrued five (5) sick days in his 8-hour position. The five (5) accrued days will be converted to ten (10) 4-hour days.
- Conversely, if a position is increased from a half time 4-hour position to a full time 8-hour/day position, and the employee had



accrued ten (10) sick days in his/her 4-hour position, the ten (10) accrued 4-hour days will be converted to five (5) 8-hour days.

4. Differential

The Support Center, Critical Care and Internal Academic Management Program Aides will receive a differential of one dollar (\$1) /hour.

Teacher Aides and/or Internal Suspension Aides who are assigned to the Support Centers and/or Critical Care/Intensive Academic Management Program will receive a differential of one dollar (\$1) per hour while in that assignment. When assigned to a regular Teacher Aide position, pay will be at the unit member's regular hourly rate of pay. Exempt from this pay differential are 1:1 teacher aides assigned to and accompanying students who are admitted to the Support Centers, Critical Care/Intensive Academic Management Programs. Also exempt are unit members assigned to work part-time in the Support Centers, Critical Care/Intensive Academic Management Programs.

The District will annually post for regular school year and summer session for Support Center and Critical Care/Intensive Academic Management Program aide positions to identify those unit members who may desire particular positions. Interested unit members may respond to the posting. The District may weigh posting responses, experience, education and/or skills heavily, along with seniority in its assignment of these positions. All aides will be assigned to their positions on an annual basis by the Superintendent or his/her designee.

ARTICLE VII - HOLIDAYS

1. Unit members shall receive annually the following holidays:

4th of July (for all members employed during summer)
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Day
New Year's Day
Martin Luther King Jr. Day
Patriots Day
Memorial Day

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2. 52-week employees shall receive the above-listed holidays in addition to the following holidays:

Day before Thanksgiving

(will work for a half a workday and be compensated for the entire workday)

Day after Thanksgiving

Christmas Eve Day

Day after Christmas

New Year's Eve Day

Good Friday

4th of July (10-month employees who work the Summer Session
will also receive the 4th of July)

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. As of July 1, 2010 the Allegany Cattaraugus School Medical Health Plan PPO will no longer be available through the District. The Board of Education of the Randolph Academy Union Free School District agrees to provide the members with the Allegany-Cattaraugus School Medical Health Point of Service (POS) Plan and prescription three-tier co-pay of two dollars (\$2) generic / twenty dollars (\$20) preferred / thirty-five dollars (\$35) non-preferred brand name and one dollar (\$1) mail order. The POS plan documents in effect as of July 1, 2010 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, 2010, 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. In accordance with the POS plan rules, the District will provide the following levels of coverage for the 2010-2011 school year.



- a. The District will pay ninety-three percent (93%) of the cost of the POS for members employed eighty-five percent (85%) of full time and greater.
 - b. The District will pay eighty-five percent (85%) of the cost of the POS for members employed seventy-five percent (75%) to eighty-four percent (84%) of full time.
 - c. The District will pay seventy-five percent (75%) of the cost of the POS for members employed fifty percent (50%) to seventy-four percent (74%) of full time.
 - d. Unit members employed for less than fifty percent (50%) of full time are not eligible for District health insurance coverage.
5. In accordance with the POS plan rules, the District will provide the following levels of coverage for the 2011-2012 school year and thereafter.
 - a. The District will pay ninety percent (90%) of the cost of the POS for members employed eighty-five percent (85%) of full time and greater.
 - b. The District will pay eighty-five percent (85%) of the cost of the POS for members employed seventy-five percent (75%) to eighty-four percent (84%) of full time.
 - c. The District will pay seventy-five percent (75%) of the cost of the POS for members employed fifty percent (50%) to seventy-four percent (74%) of full time.
 - d. Unit members employed for less than fifty percent (50%) of full time are not eligible for District health insurance coverage.
6. The District will provide dental coverage for eligible unit members in the amounts in effect on June 30, 1999. 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 7 or 8 of this ARTICLE may participate in the dental 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 5 above. The District's contribution for supplemental coverages provided under a Member Benefit fund shall remain as provided in paragraph 5 above.

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8. The District will provide a stipend of two thousand dollars (\$2,000) 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 two thousand dollars (\$2,000) stipend annually.
9. The stipend for foregoing medical insurance shall be payable at the rate of one hundred dollars (\$100) 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. Change in Status Provision: In order for a unit member to change health insurance status either from the buyout to coverage under a single or family plan, or from the single plan to a family plan, the member must experience a qualifying event or change in circumstances as defined by the District plan rules.
12. Except as otherwise provided in this Agreement, retirees may continue participation in the insurance provisions above at their own expense.
13. According to the terms set forth herein, only Janet Huntington and Carol Hoxie are grandfathered and so long as employed, will be eligible for this Article IX paragraph 12 benefit. These grandfathered unit members are not eligible for the Article XIII, Terminal Pay Notice Award.

Unit members with ten (10) or more years of service in the District and eligible for full retirement within five (5) years may, upon notification to the District of intent to retire within five (5) years or less, choose from one of the options below:



- a. Payment as salary the premium rate 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.

14. The District will provide First Unum Long Term Disability Coverage (90 day Exclusion) and life and accidental death coverage for all eligible members.
15. The District will pay one hundred percent (100%) of the cost for the Employee Assistance Program (EAP). Employee utilization of the EAP is voluntary and optional. The District agrees that the EAP will not be used as a referral for discipline of bargaining unit members. The District and the Association mutually agree to establish a committee consisting of the Association President and two (2) other bargaining unit members in addition to the Superintendent to review the New Directions EAP. The committee will meet no later than March 15th annually for the purpose of evaluating the plan services, costs and the exploration of other available EAP Administrators and programs. Any change in the EAP benefit which is a diminishment of benefits in effect as of July 1, 2002, shall not take effect until a negotiated agreement of such change has been reached.
16. The District will establish an IRS 125 Plan for members administered by SIEBA, Inc. The District to pay all administrative costs, and any money left at the end of the year will be applied to paying the administrative fee for the next year. A maximum of five thousand dollars (\$5,000) per year can be used toward health care. For the Dependent Care, the limit is to be five thousand dollars (\$5,000) per year, for any member. The Plan will also provide a health insurance buy-out account. The Plan year will begin on October 1 of each school year.
17. Self Funded Medical Eligible Reimbursement Plan (MERP). The District shall maintain a medical eligible prescription reimbursement Plan (MERP) administrated by SIEBA, Inc effective on September 1, 2005 and the plan years thereafter will begin on July 1st-June 30th of each year. The District will be

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responsible for all administrative fees and operating expenses affiliated with the Plan. The purpose of the Plan is to reimburse bargaining unit members eligible for the NOVA or Catt-Allegany Self-funded HMO under Article IX of the collective bargaining agreement. The reimbursement will be for the purchase of prescription drugs under the three-tier co-pay of two dollars (\$2) generic/ twenty dollars (\$20) preferred/ thirty-five dollars (\$35) non-preferred brand name.

The District's annual contribution will be ten thousand dollars (\$10,000) and will be placed in the MERP plan on July 1 of every school year. Commencing with the new enrollment period of July 1, the procedure for reimbursement will require eligible employees to use the appropriate claim forms from SIEBA, Inc. The required form along with pharmacy receipt(s) and major medical receipts if applicable must be sent to SIEBA, Inc. Receipts must be received as per current plan.

For those employees enrolled in the Health Benefit Plan Administered by BCBS (POS 203): In conjunction with the prescription drug coverage of the Health Benefit Plan, the supplemental prescription reimbursement plan will reimburse the participant so the actual cost to the participant is ten dollars (\$10) per non-generic prescription.

As of June 30th of each year, any balance remaining in the Plan will roll over into the following school year that begins on July 1st. In the event that the member's usage exceeds the District balance of ten thousand dollars (\$10,000), the District agrees to contribute necessary funds to balance the account.

A committee will be established consisting of the Superintendent and two (2) members of the RASSA appointed by the President, to annually oversee the District contributions and review the performance of the medical eligible reimbursement plan.

18. At the Superintendent's request, the Superintendent and his/her designee(s) and the Association President and his/her designee(s) will meet to discuss and review new health insurance plan(s) that may become available to the District.

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 or due to the physical restraint of a student occurring in the course of his/her 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 Workers' 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. Support Staff will be covered under Social Security, Workers' Compensation and Disability Benefits Insurance as required by law.
2. The District will provide uniforms which are to be worn by custodial, cleaning and support center staff.
3. In the event that an employee is infected with head lice, and the employee is absent from work or sent home due to infestation, the employee will be paid their regular wages for any and all absences of occurrence. The District will be responsible for all medical expenses incurred by employees for head lice infestation.
4. Permanent employees who are call for Military training or service shall be granted a leave of absence as applicable under Section 242 of the Military Law.
5. In addition to new employees the District will be responsible for the cost of fingerprinting all employees according to the SAVE School Legislation.



6. Bargaining unit members will be paid fifteen dollars (\$15) per hour when they are assigned by the District to work the Open House to cook and serve the meals/refreshments provided.

ARTICLE XII - LONGEVITY PAY

1. Longevity Pay

The District will pay two hundred dollars (\$200) 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 pro-rated 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 employee 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 employee 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 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 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.
3. All bargaining unit members having twenty (20) years or more of service to the District, and retires within his/her first year of eligibility for full retirement under NYS and Local Employee's Retirement System, shall receive a retirement benefit equal to one hundred fifty dollars (\$150) for each year of service to the District. Notice Award.
4. Unit members with fifteen (15) or more years of service in the District and who submit irrevocable written notification to retire within three (3) years of such notice will, upon submitting irrevocable written notification, receive an additional one thousand dollar (\$1,000) longevity award for each of the unit member's three (3) or less remaining years of employment, pro-rata, payable in equal installments throughout the year(s) with regular pay.

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

The parties specifically agree that all provisions of this Agreement shall be equally applied to all 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 twelve (12) calendar months from the date of their layoff.
3. For any lay-offs or reductions in work force, unit members will be notified as soon as practical after such Board action.
4. The District and Association acknowledge that the Work Study program is a valuable component of the vocational training provided to students by the District. The District and Association agree, however that no unit member will be reduced and replaced by a student worker.

ARTICLE XVII - OPENINGS/VACANT POSITIONS

1. All openings, vacant positions and newly created positions including the annual posting of the Internal Management Academic Program Aide position will be posted on the bulletin board in the staff room for a minimum of ten (10)

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days prior to filling the position. All support staff shall be given adequate opportunity to make application for such positions and openings. Employees of the District can bid on any posted vacancy. Where applicants are substantially equal in qualifications, preference will be given to unit members based on seniority.

2. The District may weigh experience, education and skills heavily, along with seniority in its assignment of teacher aides and other support staff personnel to the Critical Care Classroom. The District maintains its managerial right to the annual classroom assignments for all other teacher aides in the bargaining unit.

ARTICLE XVIII - PERSONNEL FILE

A single personnel file will be kept for each employee. Personnel files will remain on school property and will not be removed without prior written consent of the 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.

ARTICLE XIX - BENEFIT LEAVE DAYS/ACCUMULATED SICK LEAVE

Support staff are eligible for Benefit Leave Days (see A & B). Such 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.

Support Staff are eligible for Benefit Leave Days (see A & B) and Accumulated Sick Leave as follows:

1. 10-Month Employees receive fourteen (14) Benefit Days per Year

Accumulation as follows:

<u>Days Used</u>	<u>Days Accumulated as Sick Leave</u>
0	19
1	19
2	19
3	16
4	13

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5	10
6	8
7	7
8	6
9	5
10	4
11	3
12	2
13	1
14	0

2. 12-Month Employees (and 10-Month Employees who work the summer) receive sixteen (16) Benefit Days per Year

Accumulation as follows:

<u>Days Used</u>	<u>Days Accumulated as Sick Leave</u>
0	22
1	22
2	22
3	18
4	17
5	15
6	13
7	12
8	9
9	7
10	6
11	5
12	4
13	3
14	2
15	1
16	0

GGI Facilitators will receive four hundred dollars (\$400) for 10-Month employee assignments and sixty-five dollars (\$65) for Summer Sessions. GGI Note Takers will receive two hundred dollars (\$200) for 10-Month employee assignments and thirty-two dollars and fifty cents (\$32.50) for Summer School Sessions.

3. Employee absences of thirty (30) minutes or more at either the beginning or end of their regular workday will be charged Benefit days, vacation or accumulated sick in half-day increments.

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4. 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.
5. A maximum of three (3) 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.
6. 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. "Immediate family" is defined as spouse, child, mother, father, brother, sister, mother-in-law and father-in-law. Any assessment for the sick leave bank will be subtracted from the member's accumulated sick leave, not from the benefit day allotment.
7. Benefit Days must be used when absent from work until the total is exhausted. Unit members (10 & 12 month) will be charged two (2) benefit days (or two (2) accumulated sick leave days if applicable) for every day absent from work on the day immediately preceding or the day immediately following the holidays of Thanksgiving, Christmas and Spring recess (with the exception that one (1) day may be charged, with the Superintendent's approval, if the member has a legitimate written excuse from a medical professional, not to include routine medical/dental appointments).

ARTICLE XX - BEREAVEMENT LEAVE

Support staff are eligible for five (5) paid days per year due to the death of the employee's spouse, child, mother, father, brother, sister, including step child, step mother, step father, step brother, step sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, and grandchildren. 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 XXI - 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 of 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 written 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 (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 (5) days school days.
4. Stage 2. The grievant, if dissatisfied with the answer at Stage 1, may submit the written grievance to the Superintendent within ten (10) school days of the Supervisor's written response. 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's hearing will be held no later than fifteen (15) days after the Superintendent receives the grievance.* The Superintendent will then answer the grievance within five (5) school days of 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 within ten (10) school days of the Superintendent's response. The Board of Education will schedule a hearing in Executive Session within ten (10) school days. *The Board's hearing will be held no later than twenty (20) days after the Board receives the grievance.* The Board will answer the grievance in writing within ten (10) school days after the Board's 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 in writing within ten (10) school days of the Board's response. The grievance shall then be submitted to the American Arbitration Association (AAA) within five (5) school days of notifying the Board. Both parties will be

W. J. Smith

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 XXII - 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 instructions periods without a teacher present.
 - d) Teacher aides assigned as 1:1 aides will report to the building principal when their student is absent.

ARTICLE XXIII - 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 four (4) days paid leave to conduct Association business. The District will pay for the cost of a substitute, if used, for the first three (3) paid Association Days. If the remaining one (1) Association day is used, the cost of the substitute, if any, shall be shared equally between the District and the Association. The Association President shall notify the District of the specific days needed and the name(s) of the Association representative using the days. The Association President will work with the Superintendent to insure that the number of people taking the Association days at the same time does not create an unreasonable burden on the District.
6. The District will provide access, *in accordance with District policy*, to copy machines, computers, document shredder and fax machine at a reasonable cost for Association business.
7. The Association may use bulletin boards in the faculty lounge area *for official Association business*.
8. Upon adequate notice to the Superintendent, the District agrees to the Association's reasonable use of a designated room for Association member meetings.
9. Any representative from NYSUT will sign in and out when visiting the school.

ARTICLE XXIV - 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 childcare (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.

Employees can use their accumulated sick or benefit days before an unpaid leave of absence commences.

The time necessary for appearances in any legal proceeding connected with the unit members employment, including subpoena's which attendance is required by law will be granted without loss in benefit days and unit members will be paid

their regular salary. The money received for the performance of jury duty by the member shall be assigned to the School District to avoid double compensation under New York State Education Law.

ARTICLE XXV - EDUCATION

Any unit member who holds a Bachelor's Degree, shall have the amount of three hundred dollars (\$300) onto the base salary effective July 1, 1999 unless the member also has an Associate's Degree.

If the member has both a Bachelor's Degree and an Associate's Degree, then one hundred fifty dollars (\$150) will be added onto the member's base salary for the Bachelor's Degree and one hundred fifty dollars (\$150) will be added onto the member's base salary for the Associate's Degree. Total payment for a Bachelor's Degree to any unit member will not exceed three hundred dollars (\$300).

ARTICLE XXVI - 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 XXVII - 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 vehicle 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.



The parties agree that whenever non-bargaining unit members do chaperoning, the District will notify the Association President.

The parties agree that the Association maintains its right to claim exclusivity over all work performed by the Association, and that this Agreement will in no way diminish that right.

The parties agree that no positions in the bargaining unit represented by the Association will be reduced or eliminated as a result of chaperoning duties assigned to non-unit members.

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) per hour. The minimum payment will be fifteen dollars (\$15) per run.
2. Other trips will be paid at the employee's regular rate during scheduled working hours, or at fifteen dollars (\$15) 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 and the barn will be paid at ten dollars (\$10) per day. The minimum payment will be five dollars (\$5) per run.
3. Payment of forty-six dollars (\$46) will be made for each of the two (2) safety meetings per year. CDL License Fees either initial or renewal will be paid for by the District.
4. Unit members hired as chaperones will be paid fifteen dollars (\$15) per hour for the time extending beyond the paid work day.
5. Overnight trips will be paid at two hundred dollars (\$200) per day for drivers and chaperones.

Drug and Alcohol Testing:

1. The Association and the District recognize alcoholism and drug abuse as an illness which is 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 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 (2) 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 form 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.

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ARTICLE XXVIII - DISCIPLINE

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 XXIX - REQUIRED PROVISION

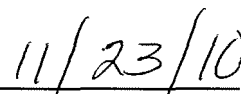
As required by Section 204a of the Taylor Law:

“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.”

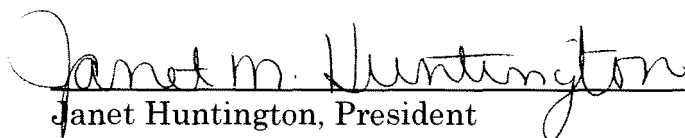
THIS AGREEMENT SHALL BECOME EFFECTIVE ON THE 1ST DAY OF JULY, 2009 AND SHALL CONTINUE IN FULL FORCE AND EFFECTIVE UNTIL THE 30TH DAY OF JUNE, 2011.



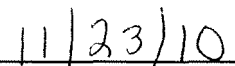
Lori DeCarlo, Superintendent
Randolph Academy Union Free School District



Date



Janet Huntington, President
Randolph Academy Support Staff Association



Date