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Contract Database Metadata Elements

Title: **Randolph Academy Union Free School District and Randolph Academy Cook Manager (2002)**

Employer Name: **Randolph Academy Union Free School District**

Union: **Randolph Academy Cook Manager**

Local:

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8490_06302004

Randolph Academy Union Free
School District And Randolph
Academy Cook Mgr

Agreement

By & Between

Randolph Academy Union Free School District

And

Cook-Manager

July 1, 2002 - June30, 2004

RECEIVED

JAN 05 2004

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

This agreement made the 19TH day of August, 2003 By and Between the Randolph Academy Union Free School District of Randolph, New York (hereinafter referred to as the "District"; Beverly Kehe-Rowland residing in Randolph, NY, Date of Hire: 02/17/81 (hereinafter referred to as the "Cook-Manager".)

Article I

Probationary Period

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

Article II

Salary

Salary Increase for 2002-2003 = 3.5%
Salary Increase for 2003-2004 = 3.5%

Salary increase to be determined by June 1st of each year for the following calendar year.

Cook-Manager will be paid as a salaried employee. Salary will be paid on a bi-weekly basis in accordance with the District's payroll schedule. Salary checks will reflect the actual Federal and State Income Taxes, Social Security deductions as required by law. The employee may choose the option of direct deposit, in which case the pay would be directly deposited into checking/savings accounts at Community Bank; CCSE Federal Credit Union; Cattaraugus County Bank; Olean Community Bank; Jamestown Savings and HSBC Bank.

Article III
Work Day/Work Year

Hours: 7:00 a.m. - 3:00 p.m.

Cook-Manager will receive a 30 minute duty free lunch break daily.

If the school calendar is altered and school is closed for a specific reason and staff attendance is not required (teacher, aides) Cook-Manager will also be exempt from attendance. The use of leave time will not be required.

Work Year:

The work year for the Cook-Manager shall consist of 182 days for the school year plus 29 or 30 days for the Summer Program. Additional days may be required to work prior to the opening of School/Summer Program.

Cook-Manager shall receive annually the following paid holidays:

4th of July

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

New Year's Day

Martin Luther King Jr. Day

Patriot's Day

Memorial Day

Article IV Leaves

Bereavement Leave

Employee shall be granted leave of five days without loss of pay or use of benefit days because of the death of spouse, child, mother, father, brother, sister, mother/father-in-law, brother/sister-in-law, grandchildren or grandparents. Additional paid bereavement days may be allowed, subject to the discretion of the Superintendent.

Benefit Day Leave: (to follow 12-month Professional Staff Benefit Day)

A Benefit Day may be used by notifying the supervisor or other designated personnel of the desire to utilize a Benefit Day. Employee is encouraged to provide as much notice as possible of the intent to use a Benefit Day.

Benefit Days must be used when absent from work until the total is exhausted. Employee will be charged two (2) days for everyday absent from work the day immediately preceding or the day immediately following the holidays of Thanksgiving, Christmas and Easter Recess. (with the exception of a legitimate written excuse from a medical professional, not to include routine medical/dental appointments; with the Superintendent's approval.

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. Accumulated sick leave may be used for personal illness or illness in the employee's immediate family as described above.

A maximum of three (3) benefit days may be used during summer session. Additional Benefit Days may be used during the summer session with the Superintendent's approval.

Benefit Day Leave Cont'd.:

12 Month Employees receive 16 Benefit Days with accumulation as follows:

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

*Article V
Insurance*

Health Insurance

The District will pay one hundred (100%) for the cost for individual and dependent coverage for the medical, life and accidental death and dismemberment ("ADD") coverage plan for employees hired prior to July 1, 2001.

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

Effective October 1, 2003 the District agrees to provide the Administrative Secretary, Maintenance Mechanic and Cook-Manager with the Allegany-Cattaraugus School Medical Health Plan with a \$50/\$100 Single/Family Deductible Major Medical, and Prescription co-pay of \$10-4-1 dollars (was: \$1 co-pay from DOH). The difference in cost of plans effective July 1, 2003 being \$204.00 per month, annually \$2,448. (prorated for 2003-04) may be used as salary or use in a flex plan on an annual basis.

Any change in health insurance benefits which is, in the judgment of the member, 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.

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.

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.

The District will provide a stipend of One Thousand Dollars (\$1,000.) 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 One Thousand Dollars (\$1,000.) stipend annually.

The stipend for foregoing medical insurance shall be payable at the rate of Fifty Dollars (\$50.) 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.

Except for new hires, an employee who intends to begin insurance coverage or who intends to start collecting the stipend provided in the above paragraph, 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.

Members who elect the stipend provided may participate in the vision/dental/life/ADD coverages at their own expense, which may be deducted from the member's regular salary, or his/her stipend.

Retirees may continue participation in the insurance provisions at their own expense.

The District will establish an IRS 125 Plan for members administered by SIEBA, Inc. The District pays administrative costs, and funds remaining at the end of the year will revert to the District to apply to administrative costs.

The District will provide Group Long Term Disability Coverage (90 day exclusion) provided by First UNUM Life Insurance Company for all members.

**Article VI
Longevity Pay**

The District will pay Longevity Awards (effective 07/01/03) as follows:

After 5 years of service.....\$1,000 annual award
After 10 years of service.....\$1,000 additional annual award
After 15 years of service.....\$1,500 additional annual award
Longevity awards will be paid annually in addition to base salary.

**Article VII
Education**

The District will pay One Hundred Fifty Dollars (\$150) on to the base salary for having an associate degree.

**Article VIII
Other Benefits**

Employee will be covered under Social Security, Workmen's Compensation and Disability Benefits Insurance as required by law.

**Article IX
Terminal Pay**

Employees who have been employed for a minimum of fifteen (15) years may upon retirement, in accordance with the NYS Employees System, or at age fifty-five (55) be eligible for payment of sixty percent (60%) of the members accumulated sick/benefit days at the final rate of pay.

In lieu of the above payment, the member may elect to have seventy-five (75%) of his/her accumulated sick/benefit days at the final rate of pay converted to paid health insurance premiums in any of the insurance plans provided.

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.

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

Article X
Personal Injury

Whenever absence from work occurs as a result of a personal injury caused by an assault occurring in the course of employment, salary will be paid in full (less amount of Workmen's Compensation for salary) for the period of such absence but not to exceed six (6) months. No part of such absence during the six months period will be charged to annual or accumulated sick leave.

The District will reimburse employee 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 or duty with the scope of employment.

Any employee who is injured in the course of employment, but not as a result of an assault, and who applies for a Worker's Compensation award shall have refunded to them 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
Leave of Absence

Leave of Absence of up to one (1) year without pay. Health care benefits may be continued at the employees expense.

Upon returning from a leave without pay, the new salary will be calculated upon the individual's contractual salary while last in service. Should a leave be requested and granted following the acceptance of the salary agreement for the next school year, the agreement will be null and void.

Article XII
Retirement

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

Article XIII
Jury Duty

If absent due to Jury Duty, the employee will receive full pay, less any pay received for Jury Duty.

Article XIV
Personnel File

A single personnel file will be kept for each employee. The employee will be given notice 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.

Superintendent

Date

School Board President

Date