

AGREEMENT

by and between the

BOARD OF TRUSTEES

of the

**ROOSEVELT CHILDREN'S ACADEMY CHARTER
SCHOOL**

and

**ROOSEVELT CHILDREN'S ACADEMY WORKERS'
ASSOCIATION**

UNIT 2

**(Administrative Assistants, Receptionists, Van Drivers
Maintenance and Security Workers)**

September 1, 2012 – August 31, 2015

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This Agreement is made and entered by and between the Roosevelt Children's Academy Workers' Association (hereinafter referred to as the "Association") and the Roosevelt Children's Academy Charter School, located at 105 Pleasant Avenue, Roosevelt, New York 11575 (hereinafter referred to as the "School").

ARTICLE I - RECOGNITION

The School recognizes and acknowledges the Association as the sole and exclusive collective bargaining agent for Unit 2 of the Association, which consists of the School's regular Administrative Assistants, Receptionists, Maintenance Workers, Van Drivers and Security Workers (hereinafter referred to as "employee(s)"), and excluding all others.

ARTICLE II - DUES AND AGENCY FEE

A. Dues. During the period of recognition, the School shall deduct membership dues and/or assessments from the salaries of bargaining unit members for the Association and its affiliates upon presentation to the Board of written authorizations signed by the individual member. The authorization form shall be prepared and distributed by the Association and shall contain a clause that the member waives all rights and claims for the money deducted and transmitted and relieves the School from any liability. The School shall transmit monies collected to a place designated in writing by the Association.

B. Agency Fee. The School shall deduct from the salary of employees in the bargaining unit who are not members of the Association the amount equivalent to the dues levied by the Association and shall transmit the sum so deducted to the Association, in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The Association certifies that it has adopted such procedure for the refund of agency shop fee deductions as required in Section Three of Chapters 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency shop deduction shall continue in effect so long as the Association maintains such procedure.

C. Defense and Indemnification. The Union shall indemnify and save and hold the School and any and all of its employees, representatives, officers and/or Board members harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of any action taken or not taken by the School or any of its employees for the purpose of complying with the agency fee and dues deduction provisions of this Agreement and/or state law. In addition, the Union shall reimburse the School for any and all legal expenses associated with the defense of any such claim, demand or suit.

D. Procedures.

(1) All dues and agency fees deducted from bargaining unit members' salaries shall be transmitted to a place designated in writing by the Association in a single lump sum, and the Association shall be solely responsible for the proper distribution of such dues and agency fee deductions. The School shall list the bargaining unit members for whom dues and agency fee deductions have been made and the amount deducted for each.

(2) The deductions of the total amount of dues and agency fees shall be made in bi-weekly installments commencing with the first payroll in September and ending with the first payroll in June.

ARTICLE III - EMPLOYMENT STATUS

A. "Full-time" employees for the purposes of this Agreement shall have a regular workweek of no fewer than 36.25 hours per week. All other employees shall be "part-time" employees.

B. Employees on unpaid leaves shall not be eligible for and shall not earn benefits, unless otherwise provided as to a specific benefit or benefits by applicable law.

E. The School may hire "temporary employees" for specific periods of time or for the completion of a specific project. Such "temporary employees" shall include summer employees, interns, substitutes, and seasonal employees, who shall not be considered bargaining unit members or "employees" pursuant to the terms of this Agreement. "Temporary employees" shall not include employees who are hired to replace regular full-time employees that are on approved unpaid leaves of more than one term in duration. The School shall notify the Association of the identity of any employee hired as a "temporary employee" for more than two consecutive payroll periods.

ARTICLE IV - PERSONNEL FILE

Each employee shall have a personnel file. An employee shall be entitled to examine his/her personnel file in the presence of the Superintendent, provided that the employee has presented his/her request to do so to the Superintendent at least five school days prior to the date upon which the examination is to take place. A reasonable request by an active employee to copy one or more documents placed in his/her personnel file shall not be denied. The School shall take reasonable measures to preserve the confidentiality of the contents of each employee's personnel file.

ARTICLE V - COMPENSATION

A. Salary.

(1) Employees shall be paid on an hourly basis, except where employees actually work in excess of 40 hours per week. In such instances, employees shall be paid time and one-half for each hour actually worked in excess of 40 hours per week.

(2) Employees may not work overtime (hours in excess of 40 hours per week), unless they have obtained the prior written approval of the Superintendent or his/her designee.

(3) The School maintains the exclusive right to establish employee's salaries upon their hire, except that the School agrees not to establish employees' salaries at an amount

less than that provided below for the following positions:

- (a) Administrative Assistant - \$10.82 *per hour*;
- (b) Receptionist - \$10.82 *per hour*;
- (c) Maintenance Worker - \$10.82 *per hour*; and
- (d) Security Worker - \$10.82 *per hour*;
- (e) Van Driver - \$11.50 *per hour*.

(4) (a) Effective September 1, 2012, all bargaining unit members shall receive a salary increase of three percent (3.0%). This shall be retroactive for those members currently employed.

(b) Effective September 1, 2013, all bargaining unit members shall receive a salary increase of twenty-seven percent to their current hourly rate. Bargaining unit members shall not receive any other annual salary increases for the term of this agreement.

(5) For those members of the bargaining unit who achieve (and for this 2012-2015 Agreement already have achieved) five (5) years of service to the school, they shall receive a one-time lump sum payment of \$1,000.00 (not added to base salary) to be paid within two pay periods from the date of their fifth anniversary.

(6) Salary of employees shall be payable in bi-weekly installments.

ARTICLE VI - BENEFITS

A. Health/Dental/Vision Insurance.

(1) The School shall provide all eligible full-time employees hired on or before December 1, 2004 with health insurance coverage under either the HIP Prime HMO insurance plan or the HIP Smart insurance plan, whichever the employee elects (or plans that provides comparable coverage), as follows: The School shall pay the full cost of the premium for individual coverage of either the HIP Prime HMO insurance plan or the HIP Smart insurance plan, whichever the employee elects, notwithstanding whether the employee elects individual or family coverage under said plans.

(2) For all eligible full-time employees hired between December 1, 2004 and December 31, 2013, the School shall provide said employees, upon completion of six months of service, with health insurance coverage under either the HIP Prime HMO insurance plan or the HIP Smart insurance plan, whichever the employee elects (or plans that provides comparable coverage), as follows: The School shall pay seventy-five percent (75%) of the cost of the premium for individual coverage of either the HIP Prime HMO insurance plan or the HIP Smart insurance plan, whichever the employee elects, notwithstanding whether the employee elects individual or family coverage under said plans. The health insurance coverage provided in this clause, (Article VI, A(2)), shall also apply to all eligible full-time employees hired on or after January 1, 2014, upon completion of ninety days of service.

(3) The School shall provide bargaining unit members who are regularly scheduled to work as "part-time" employees, health insurance on a pro-rata basis. This shall mean that the School shall contribute 62.25 % of the cost of the premium for individual coverage of either the HIP Prime HMO insurance plan or the HIP Smart insurance plan, whichever the employee elects, notwithstanding whether the employee elects individual or family coverage under said plans.

B. Life Insurance. Full-time employees shall be enrolled in the School's optional group life insurance plan.

C. Short- and Long-Term Disability Insurance. The School shall provide disability insurance through the New York State Disability Benefits Law to all eligible employees. Eligible full-time employees shall also be eligible to participate in a long-term disability plan provided by the School.

D. Section 401-k Plan. The School shall provide an optional 401-k retirement plan to all employees. The School shall provide all participating employees in the plan with matching contributions of up to four percent (4%) of the employee's contribution.

E. Reopener. The Association acknowledges that the School is continually reviewing methods to reduce the costs of providing the employee benefits referred to in sections A through D of this Article. In that regard, the Union agrees that the School may request negotiations over those employee benefits by written notification at any time during the term of this agreement.

ARTICLE VII - HOURS OF WORK AND WORK YEAR

A. Hours of Work.

(1) The regular workday for full-time employees shall be no less than seven and one-quarter (7.25) hours in length, with not less than a 30-minute lunch break each day; the actual work hours of each employee shall be determined by the Superintendent in consultation with the employee. The Superintendent shall endeavor to provide full-time employees with reasonable notice, whenever possible, in cases where the Superintendent requires said employees to work beyond their normal work day in order to engage in activities related to their positions.

(2) Each employee shall be responsible for accurately recording his/her work time in such a manner as the School may designate.

(3) In the event an employee cannot report to work on a scheduled workday, s/he shall be required to notify the Superintendent or his/her designee as soon as possible, but in no event less than two hours before the employee's regular scheduled starting time unless circumstances beyond the control of the employee make that impossible.

B. Work Year

(1) The work year for full-time maintenance workers, receptionists, and van drivers shall be twelve months per year (July 1st through June 30th). Van drivers shall be expected to fulfill their driving duties based upon the school offering summer programs. In the event summer programs are not offered, van drivers shall be given the option to perform maintenance work at their same hourly rate of pay. If a driver declines such option, he/she shall be considered a 10 and ½ month employee.

(2) The work year for some maintenance workers and all security workers shall be ten and one-half months per year (mid-August through June 30th), with the work year commencing two weeks prior to the commencement of the academic year and ending one week after the conclusion of the academic year, as determined by the Board and/or Superintendent. The School shall designate which maintenance workers shall work ten and one-half months per year.

(3) The work year for full-time administrative assistants shall be either twelve months or ten and one-half months per year (as described above). By June 1st of each year, the Superintendent shall provide each administrative assistant with notice of the length of their respective work year for the following school year.

C. Vacation

(1) Full-time employees shall be eligible for ten (10) vacation days per academic year. All vacation leave shall be earned pro rata during the academic year, and paid at the employee's regular daily rate of pay. Fulltime ten and one-half months employees that began their employment on or after September 1, 2009 shall be eligible for six (6) vacation days per academic year.

(2) Vacation eligible employees must take vacation when school is not in session. Twelve month employees shall take five (5) vacation days during the summer. Ten and one-half months employees shall take five (5) days during the December, Winter or Spring recess.

(3) Vacation eligible employees must obtain the prior approval of the Superintendent or his/her designee before taking any vacation leave.

(4) Upon cessation of employment with the School, remaining unused vacation days shall not be subject to compensation.

D. Holidays

(1) Effective with the 2013-14 school year, bargaining unit members shall receive the following days as paid holidays (vacation time not charged):

Martin Luther King Jr. Day
President's Day
Memorial Day

Rosh Hashanah
Yom Kippur
Columbus Day

4th of July or Easter
Thanksgiving Day
Day After Thanksgiving
New Year's Day

Veterans Day
Labor Day
Christmas Day

(2) Should a holiday fall on Sunday, members shall take the holiday Monday. Should a holiday fall on a Saturday, members shall take the holiday on Friday. However, should classes be in session on the Friday or Monday, employees shall work at their regular pay rate, and take a "floating" holiday within thirty (30) days. This day shall be scheduled with the approval of the employee's Supervisor.

(3) Unit members who work on a holiday listed in D(1) above shall be paid time and one-half for hours worked.

ARTICLE VIII -- SICK AND PERSONAL LEAVE

A. Sick Leave

(1) Sick leave allowance shall be credited to employees on the first day of the academic year. Employees who commence their employment after the start of the academic year, or whose employment ceases (by resignation or discharge) prior to the completion of the academic year, shall have their sick leave allowance pro-rated. In cases where an employee ceases his/her employment prior to the completion of the school year and has used more sick days than he/she has earned during that year, the employee must pay back the School for the use of those extra sick days, with payment being made from the employee's final check.

(2) Effective with the 2013-14 year, seven (7) days of sick leave shall be granted to all full-time twelve month employees. This time shall not carry over from academic year to academic year. Effective with the 2013-14 year, three (3) days of sick leave shall be granted to all full-time ten and one-half months employees. This time shall not carry over from academic year to academic year.

(3) At the end of the academic year, all employees will be paid for any unused sick days allotted for the academic year at their regular daily rates of pay.

(4) Sick leave may be used for personal illness or to care for an immediate family member with an illness. "Immediate family" shall mean spouse, child, life partner, sibling, father, or mother.

B. Personal Leave.

(1) Full-time twelve month employees shall earn two personal days at the beginning of each academic year, and full-time ten and one-half months employees shall earn one personal day at the beginning of each academic year. Personal leave shall not carry over

from academic year to academic year.

(2) Personal days shall be used for matters such as house closings, graduations, and the like that must unavoidably be attended to during the school operating hours. The request for approval, which, shall set forth the reason(s) for the request and the date(s) requested, which must be approved in advance by the Superintendent except in emergency circumstances, in which case the lack of prior notice may be excused by the Superintendent.

ARTICLE IX- DEPENDENT / CHILD CARE LEAVE

Full-time employees with two (2) or more continuous years of service shall be eligible for two (2) weeks paid dependent/child care leave, which shall run concurrently with, and not in addition to, their leave pursuant to the Family Medical Leave Act.

ARTICLE X - JURY DUTY LEAVE

A. Full-time employees who have completed at least 90 continuous days of employment with the School, and whose efforts to postpone jury service to the summer vacation period are unsuccessful, shall receive wages for each day of jury duty service up to a maximum of ten (10) business days at the employee's regular daily rate of pay.

B. Employees must provide a copy of the summons to the Superintendent as soon as practicable but in no event less than two (2) business days of receipt to be eligible for paid jury duty leave.

C. Part-time employees, and those full-time employees that fail to qualify for paid jury duty service, will be paid in accordance with and to the extent required by applicable law.

ARTICLE XI - BEREAVEMENT LEAVE

Employees who have a death of an immediate family member shall receive three consecutive days' leave of absence with pay at the employee's regular daily rate of pay. "Immediate family" shall mean spouse, child, life partner, sibling, father, or mother. Two consecutive paid days' leave shall be allowed for death of a mother-in-law, father-in-law, grandfather or grandmother. The School may require proof of death.

ARTICLE XII - MILITARY LEAVE

All military leaves shall be governed by applicable law.

ARTICLE XIII - LEAVES WITHOUT PAY

Any full-time employee, who has at least two continuous years of service with the School, may apply to the Board for a leave without pay of up to one year, which shall end either at the beginning of a term or the beginning of an academic year.

ARTICLE XIV - LAYOFF & SENIORITY

A. Insofar as practicable, layoff shall be on the basis of seniority, ability, knowledge, skills, and dependability of the employee, and legitimate needs of the School in determining which employees, in its discretion, have the best ability to do the work. On request by the Association, the School shall send to the Association a list of names of the employees laid off promptly after the layoff takes place. The above shall also apply for recall of any laid off employees.

B. The School shall give affected employees two or more weeks' notice of any layoff unless it is impracticable to do so, in which case it shall give as much notice as practicable.

C. Any employee who is not recalled from layoff within one-year, shall lose previously accumulated seniority.

ARTICLE XV - GRIEVANCE PROCEDURE

A. The term "grievance" shall mean all complaints, disputes and grievances arising between the parties to this Agreement that involve questions of interpretation or application of any clause of this Agreement.

B. A grievance shall be deemed waived unless raised in writing within ten days after the aggrieved party knew or should have known of the act or condition giving rise to the grievance.

C. All time limits included in this Article shall be strictly construed and may only be extended by mutual consent in writing.

D. Levels

Step 1 - Superintendent's Level

(a) Upon receipt of a grievance, the Superintendent shall meet promptly with the grievant.

(b) The Superintendent shall render a decision within ten days of the initial meeting unless the matter is resolved at that time.

(c) If the grievant is dissatisfied with the Superintendent's determination or if no timely written determination is given to the grievant by the Superintendent, the grievant shall have ten days from the date of the Superintendent's decision, or ten days from the date of the initial meeting, whichever comes first, to appeal in writing to the Board, with a copy to the Superintendent.

Step 2 - Board Level

The Board shall convene and hear the grievance at the regularly scheduled board meeting held at least 30 days following the filing of the grievance appeal with the Board. The Board's decision shall be rendered in writing within 30 days after the completion of the hearing. The decision of the Board shall be final and binding; provided, however, that the Board's decision shall be subject to review pursuant to Article 78 of the Civil Practice Law and Rules to determine if the Board's decision was arbitrary and capricious.

ARTICLE XVI - NON-DISCRIMINATION

There shall be no unlawful discrimination against any employee for engaging in or refusing to engage in Association activity, or because of any legally protected status, including but not limited to race, color, religion, creed, national origin, ancestry, disability that can reasonably be accommodated without undue hardship, sex, sexual orientation, pregnancy, marital status, age, veteran status, and/or claims of retaliation for raising a claim of discrimination and/or harassment on these grounds as recognized by the State of New York and under Title VII of the Civil Rights Act of 1964, the Equal Pay Act, the Americans With Disabilities Act, the Civil Rights Act of 1991, the Pregnancy Discrimination Act, the Age Discrimination in Employment Act, the New York State Human Rights Law, and the New York State and United States Constitutions.

ARTICLE XVII - VISITATION

The School shall permit a duly authorized NYSUT representative on the premises before or after the employees' regular workday, provided the NYSUT representative obtains the School's prior consent, and such visit does not interfere with the School's operations.

ARTICLE XVIII - BULLETIN BOARDS

The School agrees to provide and allow the Association the use of one bulletin board in each building for Association notices.

ARTICLE XIX - JOB POSTING

Whenever there is a permanent vacancy for a bargaining unit position, the School shall post a notice of such vacancy at appropriate locations in each school building for a period of five (5) calendar days and shall provide a copy of said notice to the President of the Association. Notices shall include the vacant position's job title, job description and compensation. The Association acknowledges that bargaining unit members shall not receive any preferences for the vacant position, and that the Board possesses the sole discretion to fill such vacant position with candidates outside of the Association, and that such decision shall not be grievable pursuant to Article XV or otherwise subject to challenge in any forum.

ARTICLE XX - MANAGEMENT RIGHTS

A. The Association and the School agree that the provisions of this Agreement are limited to hours, wages and other "terms and conditions of employment" of the employees

covered, and the provisions shall not be construed or interpreted to restrain the School from the full and absolute operation, control and management of its affairs. Except as specifically limited by an express provision of this Agreement, the School retains the exclusive right to manage its facilities; to determine the nature and scope of the budget; to establish and implement educational policies; to select the administrative staff; to direct, control, and schedule its operations and staff, and to make any and all decisions affecting its operations, whether or not specifically mentioned herein. Such prerogatives, authority, and functions shall include but are not limited to the sole and exclusive right, except as expressly modified herein: to hire, promote, layoff, assign, transfer, suspend, discharge or discipline; to select and determine the number of its employees, including the number and identities of individuals assigned to any particular work, and increase or decrease that number; to direct and schedule the work force; to determine or change the starting time, quitting time or the number of hours to be worked, provided the School gives advance notice; to assign work and duties to the employees regardless of their classification; to organize, discontinue, enlarge, reduce or revise a function; to determine the location and type of operation; to determine the methods, procedures, materials, equipment and operations to be utilized or to discontinue their performance by employees of the School; to transfer, relocate, subcontract or close any or all of the operations of the School or to discontinue such operations; to promulgate, post, and enforce reasonable rules and regulations, policies and procedures, including but not limited to attendance control, dress, deportment, criminal background checks, and drug and alcohol testing based on reasonable suspicion; to establish, determine content of, and conduct training programs and require attendance at same; to discontinue any course, curriculum, text, or department; to introduce new and improved methods or revisions of operation; to establish, change, combine, revise or abolish job classifications and descriptions; and to set standards of performance for the employees.

B. The School has published an Employee Manual that contains information, policies and procedures for its employees. The School reserves the right to amend the Manual from time to time as appropriate and in its sole discretion. The provisions of the Manual are intended to apply to all employees, including those covered by this Agreement; provided, however, that where this Agreement is expressly in conflict with provision(s) of the Manual, this Agreement shall govern.

C. The foregoing enumeration of management's rights shall not be deemed to exclude other rights of management not specifically set forth, and the School retains all rights not otherwise specifically covered by this Agreement, including the right to change "terms and conditions of employment" except to the extent that they are expressly set forth herein.

D. Supervisors and management may perform work that is regularly performed by members of the bargaining unit for (1) training purposes, (2) in the event of emergency, (3) where members of the bargaining unit are unavailable or for other reasons cannot perform the work, or (4) where deemed appropriate by the School for the operational needs of the School.

ARTICLE XXI - SEVERABILITY AND SAVINGS CLAUSE

Should any part of this Agreement or any portion therein contained be rendered or declared illegal, legally invalid or unenforceable by a court of competent jurisdiction, or by the

decision of any authorized governmental agency, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof. In the event of such occurrence, the parties agree to meet immediately, and if possible, to negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid. The remaining parts and provisions of this Agreement shall remain in full force and effect.

ARTICLE XXII - LEGISLATIVE ACTION

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment or law or by providing the additional funds therefor shall not become effective until the appropriate legislative body has given approval.

ARTICLE XXIII - DURATION

This Agreement shall be for a term from September 1, 2012 through August 31, 2015 and it shall expire at 12:01 a.m. on September 1, 2015.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by duly authorized officers and have hereunto set their hands and seals the day and year first above written.

ROOSEVELT CHILDREN'S ACADEMY
CHARTER SCHOOL

By: [Signature]
Board chairperson

DATED: 10/27/14

ROOSEVELT CHILDREN'S ACADEMY
WORKERS' ASSOCIATION (UNIT 2)

By: [Signature]
RCAWA President

DATED: 9/10/14

By: [Signature]
RCAWA Vice President

Dated 9/10/14

MEMORANDUM OF AGREEMENT, made as of this day in July, 2015 by and between Roosevelt Children's Academy Charter School and Roosevelt Children's Academy Workers' Association, to extend the duration set forth in Article XXIII of the collective bargaining agreements of Units 1 and 2 from 2009-2015 and 2012-2015, respectively, to October 31, 2015. Except as expressly modified herein, the terms and conditions of the collective bargaining agreements shall remain in full force and effect.

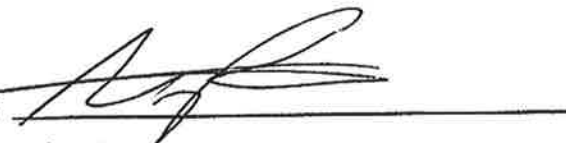
This Agreement may be executed in counterparts each of which may be deemed to be an original.

Roosevelt Children's Academy Charter School

By: 

Date: July 27, 2015

Roosevelt Children's Academy Workers' Association:

By: 

Date: ^{August} July 31, 2015