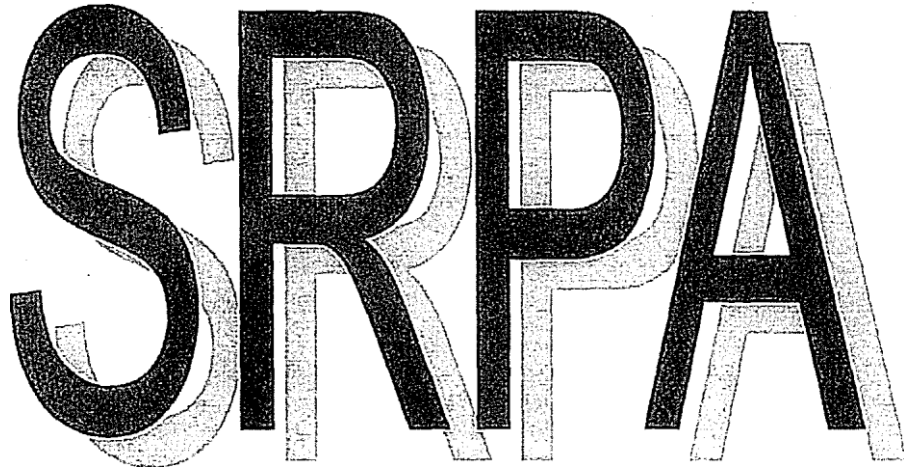


Orchard Park Central School District School Related Professionals Association



Collective Negotiations Agreement between the Orchard Park Central

School District and the Orchard Park School Related Professionals Association

Effective July 1, 2021 to June 30, 2023

PREAMBLE

This Agreement is entered into by and between the Superintendent of Schools of the Orchard Park Central School District and the Orchard Park School Related Professionals Association. The term of this Agreement begins at 12:01 a.m. on the execution date of this Agreement and ends at midnight on June 30, 2023. Each provision of this Agreement goes into effect when the term of this Agreement begins and goes out of effect when the term of this Agreement ends unless the provision in question expressly states a different beginning or ending date, in which case, such different date shall prevail.

ARTICLE 1. PERTAINING TO THIS AGREEMENT

1.1 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 THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

1.2 As used in this Agreement:

- (a) "Agreement" means this Agreement, all appendices, if any attached hereto, and all amendments hereto, if any, made during the term of this Agreement.
- (b) "District" means the Orchard Park Central School District.
- (c) "Board" means the Board of Education of the District.
- (d) "Superintendent" means the person appointed to the position of Superintendent of Schools by the Board.
- (e) "Association" means the Orchard Park School Related Professionals Association.
- (f) "Employee" means a person in the negotiating unit for which the Board has recognized the Association as the exclusive representative.
- (g) "Parties" means the District and the Association.
- (h) "Party" means the District or the Association.

- (i) "Full-time Employee" means an employee who is regularly scheduled to work at least 40 hours per week, either 10 or 12 months per year. Clerical employees scheduled to work more than 2,000 hours per year also are considered full-time employees.
- (j) "Part-time Employee" means an employee who is regularly scheduled to work fewer hours per day or months per year than a full-time employee, but at least ten (10) hours per week.
- (k) "Fiscal Year" means the period which begins at 12:01 a.m. on July 1 of each year and ends at midnight on the next following June 30.
- (l) "School Year" means the period which begins at 12:01 a.m. on a date designated by the District each year and ends at midnight on the next following June 30.
- (m) "Execution Date" means the date identified as such under the heading "Subscription" of this Agreement, which shall be the 'date on which' the parties both sign this Agreement, or, if the parties sign on different dates, it shall be the latest date on which a party signs.
- (n) "Active payroll" means the time when an employee is paid for working or is on paid leave time pursuant to this Agreement, as distinct from time when an employee is absent or is on unpaid leave or is on layoff.
- (o) "Notice" when used with reference to the District, means giving notice in writing to the Superintendent by delivering it to the Superintendent in person (in which case the Superintendent shall sign a receipt therefore) or by sending it to the Superintendent by registered or certified mail or telegram addressed to the Superintendent at Orchard Park Central School District, 2240 Southwestern Blvd. West Seneca, New York 14224. When "notice" is used with reference to the Association, it means giving notice in writing to the Association's President by delivering it to the President in person (in which case the President shall sign a receipt therefore) or by sending it to the President by registered or certified mail or telegram addressed to the President at the President's home address as shown on the books of the District.

- 1.3 It is the intent of the parties that a term or condition of employment expressed in a provision of this Agreement shall prevail unless there is an applicable constitution or statute which explicitly and definitively prohibits agreement on such a provision. If any provision of this Agreement shall be finally determined by a court of competent jurisdiction to be explicitly and definitively prohibited by an applicable constitution or statute, then such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
- 1.4 This Agreement is the complete record of all commitments between the parties. No other commitment is binding between the parties unless it is: (a) dated after the execution date of this Agreement and (b) is signed by duly authorized representatives of each party.
- 1.5 This Agreement may not be waived or amended by implication or by any means other than a written and dated amendment signed by duly authorized representatives of each party.
- 1.6 Association Representatives - The Association shall submit to the Superintendent a complete listing of Association officials within two (2) weeks of their installation.
- 1.7 The District will supply ten (10) copies, 8 1/2 x 11, of this Agreement to be provided to the Association. The District agrees to supply materials and equipment necessary to reproduce this Agreement as needed by the Association. The parties will share all such reproduction costs equally.
- 1.8 No Strike Affirmation - The Association affirms that it does not assert the right to strike, to assist or participate in a strike, or to impose an obligation to conduct, assist, or participate in a strike against the District. The term "strike" means any strike or other concerted stoppage of work or slowdown by members of the unit.

ARTICLE 2. MANAGEMENT'S RIGHTS

- 2.1 Agreement Restrictions - Except as otherwise specifically set forth in this Agreement the District, Board of Education, Superintendent, and his/her designated supervisory officials shall be solely responsible for the operation and control of the District and its personnel and to take whatever action is necessary to carry out the mission of the school district providing it does not conflict with or violate the terms of this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the discretion and control of the District.

2.2 Determination of Mission - It is the right of the District to determine the standards or service to be offered to the students and the community. The District has the sole right to determine its mission, purposes, objectives and policies. It has the right and responsibility to determine the content of curriculum, the programs and methods and means and number of personnel to conduct the programs and provide support services.

2.3 Reserved Rights - Selection, recruitment, hiring, appraisal, evaluation, training, retention, discipline, promotion, assignment, and transfer as well as the direction, deployment and utilization of staff are rights reserved to management.

2.4 Seasonal Employees

2.4.1 Defined - Any individual hired for a maximum of ten (10) weeks during the period from the last teacher workday in June to the first teacher workday in September (for employment during the summer season only).

2.4.2 Terms & Conditions of Employment - All terms and conditions shall be determined by the District, except that the compensation for seasonal employees shall not be less than the minimum wage.

2.4.3 Restrictions

a) Seasonal employees shall not be used to replace regularly scheduled full-time and part-time employees in any capacity, e.g. for purposes of overtime, layoff and retention.

b) Regularly scheduled ten month employees who apply for seasonal positions during the summer months as per section 2.5 shall have preference for such position over any external candidate.

2.5 Summer Employment for active Ten-Month Employees

2.5.1 Defined - Any active ten month employee approved for seasonal work, during the period from the last teacher workday in June to the first teacher workday in September.

2.5.2 Terms & Conditions of Employment- - All terms and conditions shall be determined by the District, except that the compensation for Summer Ten-Month Employees, shall be at the normal hourly rate as described under the appropriate salary schedules for the employee's summer title.

2.5.3 Benefit Restrictions -The summer benefits for ten-month employees working during the summer period shall be governed by this section. During the summer period of employment, these employees shall not be entitled to any benefits or other terms and conditions of employment related to their ten-month position, other than their hourly pay rate.

ARTICLE 3. NEGOTIATING UNIT

- 3.1 Schedule of Positions - The Negotiating Unit consists of all regular School Related Professionals full-time and part-time employees appointed by Board action in accordance with the schedule of positions and compensation in Appendix A.
- 3.2 Exclusion of Regular Employees Excluded from the Negotiating Unit are all Exempt Civil Service positions, Department Supervisors, Head Maintenance Man, Head Mechanic, Head Bus Driver, and District Office personnel deemed managerial/ confidential by PERB action including but not limited to:
Secretary to the Superintendent of Schools
Secretary to the Assistant Superintendent for Instruction
Secretary to the Assistant Superintendent for Business and Support Services
Secretary to the Assistant Superintendent for Administration and Personnel
Secretary to the Director of Pupil Personnel Services
School District Treasurer
- 3.3 Additional Exclusions - Specifically excluded from the unit are all occasional or itinerant substitutes, extra workers, students and temporary, except for temporary appointments defined specifically below.

- 3.4 The temporary appointments that are included as part of this unit are those appointments made to replace an incumbent employee who has been granted an unpaid leave of absence for an entire year or school year as the case may be or appointments made to cover a leave of absence for an incumbent employee whose unpaid leave has been approved by the Board of Education for at least six (6) months but less than one (1) year or school year as the case may be. This does not include temporary appointments made to replace a permanent employee who has accepted a provisional appointment within the District and/or a probationary appointment within the District.
- 3.5 Except for instances described in section 3.4 above, the District will not fill temporary appointments in excess of twenty (20) weeks in the case of a ten (10) month position or twenty-four (24) weeks in the case of a twelve (12) month position, thereafter the position must be posted.
- 3.6 Temporary employees appointed pursuant to the conditions of 3.4 shall be entitled to the following benefits: health insurance, unless otherwise covered by another source, sick leave and other leaves described in section 9.6, jury duty, and holiday pay.

ARTICLE 4. DUES CHECKOFF

- 4.1 Individual Authorization - The District will deduct from the salary of any member of the unit who so authorizes individually and voluntarily, in writing, the dues of the Association.
- 4.2 Agency Fee - The District will deduct an "agency fee" in an amount equivalent to the Association's dues from the salary of any member of the unit who is certified in writing by the Association to the Superintendent of Schools or his/her designee by the end of the second week of school in September, or not later than thirty (30) days from the date of employ of each such person hired after September 10th of each school year, as not being a member of the Association.
- 4.3 Association Certification - No deduction of dues or agency fee shall be made until and unless the amounts to be deducted and any changes thereto are certified to the District by an authorized officer of the Association. An individual unit member's authorization on file with the District shall be honored until it has been revoked or amended pursuant to the terms and conditions' of the signed authorization and by written notice received by the District.

4.4 VOTE/COPE DEDUCTION - The Board shall deduct from the salaries of the employees the sum authorized, and shall transmit said sums to the Association on the pay date on which the deductions are made, except in an emergency. The deductions will be made in twenty (20) equal installments beginning with the second pay period in September.

4.5 NYSUT Benefit Trust - The District shall check-off and remit payments to the NYSUT Benefit Trust upon submission of a signed authorization to the Payroll Office for anyone within the Association. Such signed authorization may be discontinued at the end of its term upon written notice by the employee to the District. The District shall remit to the NYSUT Benefit Trust the payments deducted and shall furnish the Plan and the Association with a list of all employees from whose salaries such deductions have been made.

The District shall honor NYSUT Benefit Trust deduction authorizations that are delivered to the Payroll Office fifteen (15) school days prior to the distribution of the payroll from which the deduction is to be made. The deductions will be made in twenty (20) equal installments, excluding the first pay period in September.

4.6 Save Harmless - The Association agrees to defend, indemnify, and save the District harmless against any and all claims, demands, costs, suits or other forms of liability and all judicial, administrative, and other legal costs which may arise as the result of acts undertaken by the District in the implementation of the provisions of this Article 4.

4.7 The District and the Association agree to establish a 125/129 Cafeteria Plan and shall evenly split any FICA savings which may result. Employees may designate only one (1) time per year the amount to be distributed to the plan and make changes only as the Law permits, relative to changes in personal circumstances. Employees are responsible for any administrative fees relative to the cafeteria plan. The District shall be responsible for start-up fees.

The FICA savings realized by the Association hereunder will be utilized by it to absorb the costs of administering the 125/129 Cafeteria Plan, together with whatever other resources currently being devoted to that purpose.

ARTICLE 5. NEGOTIATIONS PROCEDURES

- 5.1 Successor Agreement - Not more than six (6) months before the expiration of this agreement either party may notify the other that it wishes to commence negotiations for a successor agreement. Within thirty (30) days of such notice, the parties shall meet and begin the negotiations process.

- 5.2 Good Faith Obligations - Both parties are obligated to meet at reasonable times and confer in good faith with respect to collectively negotiating a successor agreement. Such obligation does not compel either party to agree to a proposal or require the making of a concession. An impasse may be deemed to exist if the parties fail to achieve agreement at least one hundred twenty days prior to the end of this Agreement.

- 5.3 Association Business - The Association President shall be allowed to meet, for reasonable times during working hours, with district representatives on provisions of this Agreement when mutually determined and with notice to the immediate supervisor.
 - 5.3.1 The District will grant a total of thirty (30) days, a maximum of ten (10) days per employee, per school year for employee absence without loss of pay so that the employee can attend to Association business. The Association President is excluded from the ten day limit. Notice of the names of the employee (s) and the days of leave must be given in writing to the Superintendent, building principal, and supervisor by the Association President not less than 24 hours in advance of the first day of such leave in each instance. The foregoing thirty (30) days may not be used for contract negotiations. The Association shall reimburse the District an amount equal to one day's pay for the individual(s) using such day.

ARTICLE 6. COMPENSATION

- 6.1 Salary Increases: The hourly rate of each bargaining unit member shall increase as follows:

- 7/1/21: 2.9%
- 7/1/22: 2.9%

The hiring rate for each position covered by this agreement appears in Appendix A.

- 6.2 Annual Compensation for 10 and 12 Month Full-Time Employees Annual compensation is based upon the number of week days per year (i.e. 260, 261) times eight hours times the appropriate hourly rate. An eight-hour work day exclusive of the lunch period is required.

Second Shift: Full-time night employees scheduled to work the second shift (after 3:00 p.m.) work 1/2 hour less per day when working on that shift.

- 6.3 Annual Compensation for 12 Month Full-Time Clerical Employees - Annual compensation for 12 month full-time clerical employees is based upon an 8-hour day exclusive of lunch when students are regularly scheduled for instruction and a 7-hour day exclusive of lunch when students are not regularly scheduled for instruction; except for those holidays listed in Section 11.2 of this Agreement which are immediately preceding or followed by an 8-hour work day. In such cases compensation shall be for 8 hours.

- 6.4 Annual Compensation for 12 Month Part-Time Employees Compensation for twelve month employees is calculated on the basis of the number of hours scheduled per day, times the number of scheduled work days per year.

- 6.5 Unpaid Lunch - Annual compensation for ten or twelve month, full or part-time employees is based upon the number of scheduled work hours per day exclusive of the lunch-period, times the actual number of scheduled work days.

Payroll Plans - Teacher Aides, computer aides, nurses, secretaries, 10 monitors, part-time secretaries, and any others approved by the District employed for 10 months may elect to receive their annualized salary in twenty-two (22), twenty-six (26) or twenty-six (26) rotating paychecks. Employees electing either of the twenty-six payroll plans must notify the District of this election at least three (3) weeks prior to the first payroll of the year. Failure to do so will automatically put an individual in the twenty-two (22) paycheck schedule.

Over Payments to Employees - In those situations where an employee has left the employment of the District and due to overpayment of any kind owes the District money, the District will attempt to recover such funds through the use of a certified letter to the individual. If such funds are not recovered within thirty (30) calendar days, the Association will assume responsibility and make payment to the District for the full amount within a five (5) day notification from the District.

- 6.6 Salary Increase Eligibility - Employees appointed after the school year begins must be hired before January 1st in order to be eligible for step advancement in July.
- 6.7 Salary Advancement - Salary advancement will occur on July 1st of each year.
- 6.8 Payments beyond the Schedule - The Board of Education reserves the right to compensate any employee beyond the salary schedules and compensate persons employed in positions for which salary schedules are not established, such salary to be determined by the Board.
- 6.9 2 Hour Show-up Time - An employee will be paid for two (2) hours at his/her straight time minimum rate on each occasion the employee is duly directed by his/her immediate supervisor to report for work at a time other than that dictated by his/her regular schedule.

6.9.1 Snow Plow Crew - Employees {excluding substitutes} who are assigned by the Superintendent of Buildings and Grounds to be on call to operate District equipment for snow plowing beginning in November and ending in April of each school year shall receive an annual stipend as follows:

2021/22	\$375
2022/23	\$375

The stipend shall be pro-rated for employees who are assigned to the on-call list for less than the entire November - April snow removal season. The stipend payment shall be included in the 2nd payroll of April.

- 6.10 Bus Driver Safety Course - The District will provide paid time for bus drivers to attend any refresher courses required by the State Education Department regulations or the District.
- 6.11 Overtime - Employees working more than forty (40) hours in a week will be granted compensatory time off or paid one and one half (1 1/2) times the hourly rate at the discretion of the supervisor. Night personnel who work thirty-seven and one-half (37 1/2) hours per week and are paid for forty (40) hours per week will be granted compensatory time off or paid one and one-half (1 1/2) times the hourly rate at the discretion of the supervisor. In determining the work week, paid holidays, paid vacation and paid sick time will be included in the basic forty-hour work week.

6.11.1 Compensatory Time for Maintenance, Grounds, and Custodial Employees.

1. Accumulation is open to all full-time (8 hours per day) employees.
2. Maximum Compensatory Time per year:
 - 2.1 Individuals with 4 weeks of vacation - 24 hours.
 - 2.2 Individuals with less than 4 weeks of vacation - 40 hours.
3. Compensatory Time is accumulated at time and one-half and should be used in minimum 4 hour blocks.
4. Compensatory Time must be accumulated and used between January 1st and December 31st; any compensatory time "on the books" as of December 31st will be paid at the rate the individual was receiving when the compensatory time was received.
5. No Compensatory Time will be provided for activities associated with the pavilion or building checks.
6. Requests for Compensatory Time use require the approval of the immediate supervisor, and the Supervisor of Buildings and Grounds.
7. Generally, approval for Compensatory Time use should not exceed two days in a row,
8. Generally, approval of Compensatory Time use should take into account other individuals in the building/department scheduled to be off due to vacation days or compensatory time.
9. Compensatory Time can only be used on days that a substitute is not required.
10. Scheduled vacation days take preference over the use of compensatory time.

11. When an individual works overtime, it is to be recorded on the weekly payroll sheet if compensatory time is granted, and the record maintained by building/department. Approved use of compensatory time is also recorded on the weekly payroll sheets.

6.12 Additional Compensation for Part-Time Employees - Part-time employees working four (4) hours or less per day will be paid as follows:

	On or Before February 1	On or Before June 30
2021-2023	\$244.53	\$244.53

To receive payment an employee must be continuously employed from the prior September 1st and February 1st, respectively.

6.13 Service Increments for Full-Time Employees - Upon completion of the following years of continuous service, a longevity or service increment will be granted in addition to regular annual compensation. Service increments shall be applied to full years of service completed July 1 - June 30; no partial credit shall be given.

Completed Years of Service	2021/22	2022/23
10 to 14.99	\$1339	\$1339
15 to 19.99	\$1511	\$1511
20 to 24.99	\$1743	\$1743
25 to 29.99	\$2030	\$2030
30 and over	\$2377	\$2377

The District will pay the foregoing amounts to eligible employees in two equal payments - one on or about December 1st and the second on or about June 1st.

6.14 Service Increments for Part-Time Employees - The service increment will be prorated to cover the following classifications:

2 or more but less than 4 hour employees	25%
4 or more but less than 6 hour employees	50%
6 hours or over	100%

- 6.15 Out of Class Pay - The District reserves the right to assign out-of-class work. When an employee is employed in a classification with a higher rate of compensation the employee shall be paid the rate on the same step for the job classification assigned.
- 6.16 The children of non-resident negotiating unit members employed as of July 1, 2004, may be enrolled in the District's schools without the payment of tuition. The children of non-resident negotiating unit members employed after July 1, 2004, will not be permitted enrollment in the District's schools without payment of tuition in accordance with the policy of the District.
- 6.17 Conference Days - Nurses, Teacher Aides, Computer Aides, Secretaries and Indoor/Outdoor Monitors shall be included in the opening day conference day and two conference days per year (usually taking place in October and March) should they occur, with pay, for the total of their normally scheduled hours.
- Teacher Aides shall work their normally scheduled hours on conference days and other half days when students are not in attendance. This provision does not include the last two days of teacher attendance for the school year.
- 6.18 Nurses - paid lunch and summer work:
The District in its discretion may provide a paid lunch (30 minutes) for nurses. If this occurs, nurses daily hours shall be increased to eight (8) hours, inclusive of lunch.
- School nurses will work a minimum of five (5) days during the summer and any additional summer time as agreed between the nurse and his/ her supervisor. Nurses shall be paid at their regular daily rate for all time worked during the summer.
- 6.19 In-Service Stipend - Any unit employee who attends a District approved in-service course which has at least 15 hours of contact time shall receive a stipend of \$164.00 upon presentation of evidence of approval and completion of the course on the SRP In-Service Course Approval Form.
- 6.20 Mentoring Stipend - District-appointed employees who perform services as a mentor to new employees will be paid a stipend of \$200 for the 2021-2023 school years.

6.21 Building Checks. When a District facility is being used by students, school or community groups, the daily physical inspection of the facility (a.k.a. "building check") shall be completed by the OPSRPA employee assigned to open the building for the students, school or community groups. A separate building check will not be done on those days. The District retains its management prerogative to discontinue some or all physical building checks by unit members and to implement off-premises computerized or other forms of technological monitoring of its facilities.

ARTICLE 7. EMERGENCY SCHOOL CLOSINGS

- 7.1 Eligibility for Pay - All employees will be allowed up to five (5) days off a year with pay when emergency closing of schools is necessary. This applies to these specific days and only the first five (5) emergency days. Such five (5) days shall pertain to the closing of all school buildings or single buildings as determined by the nature of the emergency and at the discretion of the District. This clause does not guarantee any or all employees the use of up to five (5) days in any given year.
- 7.2 Prior to Beginning of the School Day - On the first five (5) emergency closings prior to the regular work day beginning, only employees specifically instructed to work by their supervisor will be expected to show up. The Superintendent or his/her designee shall make the decision to close schools known to the Union President or his/her designee as soon as practicable. If this notice is given after an employee's starting time, that employee shall be entitled to two (2) hours pay if he/she reported for duty. If the notice is given prior to the employee's starting time, he/she will not be entitled to two (2) hours pay. For employees in the Transportation Department, this provision shall only apply to the employee's "guaranteed hours" assignment.
- 7.3 After the School Day has Begun - If the first five (5) emergency closings of school occur after the work day has begun, the above employees will be entitled to pay for the day plus compensatory time or additional vacation time for the hours actually worked. In the event compensatory time is not granted the individual will be paid for the hours worked.
- 7.4 Subsequent Emergency Closings - Subsequent to the first five (5) emergency closings, all twelve month full-time employees will be paid for emergency closings without charge to accruals. All night shift full-time personnel should report for work on the day shift.

ARTICLE 8. HEALTH BENEFITS

8.1 The District will offer full-time employees the opportunity to enroll for single or family coverage (as the case may be) under Blue Cross/Blue Shield POS 298 coverage selected by the District. Coverage may be offered through the purchase of insurance, or through self-funding. The District will make the following contributions to the premium or premium equivalent cost for this coverage:

Effective		District Contribution	FT Employee Contribution
7/1/21	12 month	90%	10%
7/1/21	10 month	75%	25%

8.1.1 Any self-funded plans offered by the district will comply with all state and federal requirements regarding health insurance benefits, privacy and security. In the administration of the plan the district will not review name-specific claims information, specific diagnosis, medication or procedures except to investigate and resolve individual issues with the specific authorization with the participating member. The district reserves the right to review aggregate information to manage and oversee the plan.

All fiduciary responsibilities regarding medical claims operational aspects and regulatory reporting shall remain with the third party administrator. The procedure for appealing claims decisions shall be the third party administrator's appeals process.

Any employee also will be permitted to enroll in a District-sponsored Blue Cross/Blue Shield traditional/PPO, on a single or family coverage basis (as the case may be), provided the employee pays the difference in the premium cost between that plan and the foregoing Blue Cross/Blue Shield POS 298 plan for which the employee otherwise would be eligible. The Traditional plan available hereunder will have a \$10/\$25/\$40 prescription drugs co-pay carve out, a hospital services co-pay of \$0 and a \$250 single/\$500 family deductible. A Traditional/PPO co-offering may also be available in lieu of the said Traditional plan, provided it is recommended by the parties' Health Insurance Review Committee and approved by the District.

COMMITTEE: A health insurance review committee, including representative(s) of the Association, will discuss and evaluate the cost effectiveness of the existing health insurance coverage. The committee may explore alternative carriers, plan structures, plan design, and wellness plans. The Superintendent of Schools and Association President must agree to any changes recommended by the committee, via consensus, before any change can be implemented if the change is contrary to a specific provision in this CBA.

Any employee and spouse hired after July 01, 2000 shall have two (2) single plans or one family plan if they have dependent children but shall not be eligible for in-lieu payments.

The District may provide the coverage specified in this section, or any portion of that coverage, through a different carrier or administrator so long as the coverage, benefits, co-pays and deductibles are, on an overall basis, the same as the coverage, benefits, co-pays and deductibles of the Blue Cross/blue Shield POS 298 in effect as of June 30, 2021. The Health Insurance Review Committee shall be consulted before any change is made. If the Committee disagrees that the coverage, benefits, co-pays and deductibles are the same as the existing plan, the matter will be submitted to expedited arbitration on the sole issue of the equality of the plans and the decision of the arbitrator will be final and binding on the parties. Once the existence of a dispute about the equality of the plans is identified, the parties will name a mutually agreeable individual, competent in the area of health insurance benefits to hear the dispute. If the parties cannot agree upon an arbitrator, either party may submit the matter to the Public Employment Relations Board for the purpose of appointing an arbitrator.

- 8.2 The District shall annually deposit three hundred dollars (\$300) for family coverage or one hundred fifty dollars (\$150) for single coverage, as the case may be, in a "health maintenance account" established under IRC Section 105-h for each employee, and will provide for employee access to those funds by means of a "swipe-card" or comparable system.

Additional 105-h Deposit: Beginning with 2015/16, (annually as of July 1st), the district shall increase the annual 105-h dollar amounts (see above) for the full-time employees who are the named plan holder under this CBA: by \$700 for those with family coverage and by \$350 for those with single coverage. Therefore, for these employees only, the annual total 105-h deposit will be \$1000 (family) or \$500 (single). Note: this particular benefit does not sunset and will remain in full force and effect until the parties negotiate a successor agreement.

8.3 Health Benefits for Part-Time Employees

- a) Hired prior to 11/4/14: The District will pay 75% (employees pay 25%) of the cost of the above Blue Cross/Blue Shield POS 298 coverage for 10 or 12 month employees regularly working more than four (4) hours but less than eight (8) hours per day.

- b) Hired on or after 11/4/14:

As of 11/4/14, the District will only pay 75% (employees pay 25%) of the cost of the above Blue Cross/Blue Shield POS 298 coverage for 10 or 12 month employees who are regularly working five (5.0) hours or more, but less than eight (8) hours per day.

Part-time employees regularly working less than five (5.0) hours per day AND hired on or after 11/4/14, are ineligible for health insurance benefits

- 8.4 Health benefits shall be determined according to the number of hours an individual is scheduled to work on or before October 31st of the school year and shall be held constant until the following October.

8.5 Health Insurance Opt-Out:

In lieu of Payments - In the event that an employee waives coverage as set forth in this Article, the District shall pay such employee the amount of one thousand dollars (\$1,000) per year, payable in one check (in November). If the total number of full-time employees opting out of district health insurance is twenty (20) or more, the payment shall be \$2,000. Notice to waive coverage must be given to the District no later than September 15th to be eligible for the November payment. An employee may be reinstated in the health insurance program under conditions described by the insurance carrier. Should this occur during a school year, the one thousand dollar (\$1,000) reimbursement shall be adjusted on a pro-rata basis.

Part-time employees who are eligible to pay twenty-five percent (25%) of the cost of the health coverage and who elect to waive such coverage, shall receive five hundred dollars (\$500), payable in one check (in November). Provided, however, that if the number of eligible part-time employees who opt out of district health insurance is eighty-five (85) or more, the amount shall be \$1,000.

For drivers and attendants only, who become eligible for medical benefits after the bidding process is completed in a particular year, notice of waiver must be given to the District no later than October 15th to be eligible for the November payment.

8.6 Any 10-month employee who is laid off effective July 1 will continue to receive health insurance coverage through August 31. As of September 1, these individuals will be eligible for related COBRA benefits.

8.7 Dental Insurance Program - A dental insurance program, chosen by the Orchard Park School Related Professionals Association will be available. The district will contribute toward the cost of the program for qualifying active association members (those with daily schedules of 4.1 hours or greater) employed as of July 1 of each school year, including administration, as follows:

The District's minimum contribution will be \$75,000/year.

2021/22: \$350

2022/23: \$350

ARTICLE 9. SICK LEAVE BENEFITS

9.1 Eligibility - Employees regularly scheduled to work more than four (4) hours per day will accumulate one sick leave day per month of service. As of June 30 each employee employed for the full work, year will be credited with an additional three (3) days of sick leave. Sick leave must be accumulated before it can be used.

An employee will be granted credit for sick leave for every month the employee is in attendance for at least 50% of the days the employee is scheduled to work, except for days that the employee is on leave due to death in the immediate family, on ordered jury duty, testifying under subpoena before a court or administrative body, attending a District-approved event, on military leave, on vacation or on compensatory time off.

9.2 Maximum Accumulation - Sick leave days accumulated are based on the length of the employee's regularly scheduled work day. Sick leave days may be accumulated to 250 days.

9.3 Stipend for Perfect or Near Perfect Attendance - Any employee employed for the full year whether on a ten or twelve-month basis, who does not utilize any days charged against sick leave or who does not have days recorded as "Approved Absence Without Pay" will be eligible for a stipend as follows:

Days Absent in One Quarter	0 Days	1 Day	2 Days
12 months	\$50.41	\$34.06	\$16.35
10 months	\$42.24	\$28.61	\$10.90

For the purposes of this provision, the first quarter shall begin with the months of July, August and September and each of the following three quarters follow in order. For ten-month employees, the first quarter is as indicated even though they may not be scheduled for all three months. Their attendance for this first quarter will be judged against their work schedule as determined for the new school year.

The Stipend for Perfect or Near Perfect Attendance will be made in one payment in a separate check payable in the first special pay in October following the close of the last quarter.

The use of five (5) days per occurrence for death in the immediate family shall not count against Perfect Attendance.

- 9.4 Accumulated Sick Leave Use upon Retirement - Members of the New York State Employees Retirement System, if eligible, may upon retirement apply a maximum of 165 unused sick leave days toward additional service time credit.
- 9.5 Sick Leave Use Defined - Sick Leave may be utilized when an employee by reason of illness or injury is disabled, incapacitated or unable to perform the duties of his/her position."'
- 9.6 Additional Uses of Sick Leave - Sick Leave may also be utilized for the following purposes with appropriate notice to the employee's supervisor; absences due to urgent personal business will require supervisor approval. (see form - Appendix D):
9. 6.1 Illness in Immediate Family - Illness should be of such a nature and degree to necessitate the presence and care by the employee. Immediate family for this section shall include father, mother, parental in-laws, spouse, child, brother, sister, grandparents, and grandchildren. This provision is intended for emergencies, when proper care cannot be rendered by another person and/or the employee's presence is necessary. The situation should, be discussed with the supervisor in advance to determine if the conditions conform to the requirements of this provision. No more than seven (7) days of accumulated sick leave may be used for this purpose in any one year.
9. 6.2 Death in Immediate Family - An employee may use up to five consecutive days of accumulated leave for absence due to death in the immediate family. Immediate family for this section shall include: father, mother, brother, sister, son and daughter related by blood or marriage, and spouse. Immediate family may also include grandparents and grandchildren or a person occupying the position of a parent of the employee.
9. 6.3 Special Medical Visits - In case of emergency when circumstances require that visits be made during working hours to a specialist who is not available at any other time, sick leave units of one (1) whole hour increments may be approved by the supervisor.

9. 6. 4 Personal Business - A total of five (5) days accumulated sick leave may be used for personal reasons. Except when the nature of the emergency prevents, approval will be requested in writing, on the form attached to the Agreement as Appendix I, to the supervisor as far in advance as possible, and at least two (2) days prior to the requested leave day. All approved days shall be with full pay and without a reason stated. An employee may request an unpaid leave beyond the five (5) days set forth herein by filing a written request for the leave from the Assistant Superintendent for Personnel and Pupil Services who may grant such leave at his sole discretion.
- 9.6.5 Funeral - An employee may use between one-half (1/2) to two (2) days of accumulated sick leave for absence due to attendance at a funeral.
- 9.6.6 Religious Holidays - An employee may use up to three (3) days of accumulated sick leave per school year for holidays listed on the State Education Department calendar, such religious days shall not count toward perfect attendance if the individual is required not to work.
- 9.7 Prior Notice of Absences - When an absence is required for any reason the employee will report the same as designated above to the supervisor. Failure to properly report within the stated time limit, unless for reasons satisfactory to the supervisor, the absence shall not be deductible from accumulated sick leave and shall be considered as time off without pay.

Where an employee is aware of the need for an extended absence from work for medical or child rearing purposes, he/she will provide notice to his/her supervisor as soon as the employee becomes aware of the need.

- 9.8 Verification and Proof of Illness - A certificate or affidavit, showing incapacity or inability of the employee to perform his/her duties issued by the attending physician shall be required at the discretion of the supervisor. Further check on any illness regardless of certificate or affidavit can be made at the discretion of the supervisor. If an employee fails to submit proof of illness when required to do so, the absence shall not be deductible from accumulated sick leave and shall be considered as time off without pay. If the proof submitted, in the judgment of the supervisor, does not justify the employee's absence, such absence shall not be deducted from sick leave.

- 9.9 Abuse of Sick Leave Privileges - shall be grounds for dismissal.
- 9.10 Workers' Compensation - All employees are covered under Workers' Compensation while performing their duties. Accidents should be reported to the supervisor immediately. Employees may go to a physician of their own choice for treatment, but the supervisor should be so informed. If the District is reimbursed by the Workers' Compensation Insurance carrier, the employee shall receive credit for the portion of the sick leave' used based on the daily rate of pay and the amount reimbursed.
- 9.11 Sick Leave Record - At least once during the school year, but no later than November 1st, each employee will be given a record of her/his accumulated sick leave credited for the fiscal year ending in June.
- 9.12 Sick Leave Bank - A Sick Leave Bank shall be maintained from year to year by volunteer deductions from accumulated leave and sick leave credit to the Bank. No more than equivalent of one day's working hours per employee per year may be credited to the Bank. In order to draw from the Bank an employee must donate one (1) day per year.

The total number of hours in the Bank may not exceed 1900 hours at any given time.

An employee who is enrolled in the Sick Leave Bank and unable to work because of illness or injury of a prolonged nature, and who has exhausted all other sick leave, personal, and vacation days, may make application to the Sick Leave Committee for use of days/hours from the bank. For part-time employees, there will be a fifteen-workday waiting period without pay.

The Sick Leave Bank Committee shall consist of two (2) Association representatives and the Superintendent's designee. The committee shall decide the number of days up to 50 per year that any one (1) employee may be eligible to use. The committee may request statements from the employee's physician. The decision of the Committee shall be by a majority vote and shall not be open to the grievance procedure.

The District shall credit the Bank with four (4) hours per year for each employee working four (4) hours or less per day, (regardless of the number of hours) provided such employee has been employed at least one-half year. Such hours are to be credited July 1 of each year. Employees working four (4) hours or less' per day shall be eligible for the use of Sick Bank days after their four (4) hour credit has been made.

9.13 Substitutes for Building Lead Secretaries and Registered Professional Nurses - Employees serving as "lead secretaries" and "registered professional nurses" in the District's school buildings will contact the District's regular substitute service when they are unable to report to work by reason of illness or disability. The said service will arrange for substitutes for such employees as determined by the building Principals involved.

ARTICLE 10. JURY DUTY

- 10.1 Filing of Summons - Employees will be given time to serve on jury duty occurring during their normally assigned work schedule provided a copy of the official summons indicating selection for jury duty is filed with the supervisor. The employee will discuss with the supervisor the best time to serve on jury duty.
- 10.2 Salary Entitlement - The employee will be paid his/her regular salary provided he/she files with the District a statement from the court indicating the days served on jury duty. Jury duty pay need not be turned over to the District.
- 10.3 Reporting to Work - An employee must report to work if he/she is excused from jury duty for one-half (1/2) or more of his/her regular shift, with reasonable allowance for travel time and related conditions.
- 10.4 Adjustments for Second Shift Employees - Second shift employees will not be required to report to work if they served on jury duty for the full day.

ARTICLE 11. HOLIDAYS

- 11.1 Full-Time and Part-Time Entitlements - Twelve-month employees regularly scheduled to work more than four (4) hours per day receive 13.0 paid holidays per year. Ten-month employees regularly scheduled to work more than four (4) hours per day receive 11.0 paid holidays per year.
- 11.2 Schedule of Holidays - Employees must be employed on the last work day before and the first work day after a holiday in order to receive holiday pay. In those situations where a holiday falls on a Saturday or Sunday, the District in its sole discretion shall decide the day on which the holiday will be observed and scheduled for holiday pay purposes, as long as the newly scheduled day is within the week preceding or following the actual date of the holiday.

	12-month Employees	10-month Employees
1. Independence Day	X	
2. Labor Day	X	X
3. Columbus Day	X	X
4. Veteran's Day	X	X
5. Thanksgiving Day	X	X
6. Day after Thanksgiving	X	X
7. Christmas Eve Day	X	X
8. Christmas Day	X	X
9. New Year's Day	X	X
10. Martin Luther King Day	X	X
11. Presidents' Day	X	X
12. Good Friday	X	X
13. Memorial Day	X	X
Totals	13	12

ARTICLE 12. VACATIONS

12.1 Vacation - All twelve (12) month employees will be entitled to vacations paid on the basis of their regularly scheduled work hours. Vacation entitlement is based upon service rendered while an employee is scheduled to work on a twelve (12) month basis and is calculated from the date of the Board of Education appointment to a twelve (12) month position. Vacation time for twelve (12) month clerical employees shall be credited by the hour and used in full days (7 or 8 hours) or half days (4 hours).

Years of Service

<u>Continuously Completed</u>	<u>Vacation</u>
1-5	2 weeks
6-10	3 weeks
11+	4 weeks

- 12.2 Earned in One Fiscal Year to be used in Subsequent Fiscal Year - Vacation benefits earned during one fiscal year must be used during the subsequent fiscal year. New employees will be entitled to a partial vacation based on the portion of the year employed prior to July 1. Earned vacation not used in the year following its accumulation may not be saved for later use, nor will compensation be made in lieu thereof. In calculating the time allowed for vacation intervening holidays will not be counted as vacation days.
- 12.3 Prior Approval of Scheduled Vacations - Vacation schedules are subject to the approval of the supervisor. All scheduled vacations are final and are subject to change only with prior approval of the supervisor.
- 12.4 Leave of Absence Impact on Vacation Entitlement - An approved leave of absence without pay shall not constitute an interruption of continuous service for vacation purposes. However, time spent on an unpaid leave of absence will not earn additional vacation credits.
- 12.5 Accrued Vacation Benefits Upon Separation - An individual who is eligible to draw retirement benefits from the New York State Employees Retirement System and resigns for retirement purposes shall be granted vacation accrued during the current fiscal year or receive payment in lieu thereof at the employee's option. This includes any unused carryover vacation earned in the year immediately prior to retirement as well as vacation accrued to date in the year of retirement. Should such an employee die while in service his/her estate will be paid for the accrued vacation.

Upon separation from employment by resignation with reasonable notice, an employee in good standing shall be granted vacation accrued during the current fiscal year or receive payment in lieu thereof. "Good standing" will be determined by the immediate supervisor and the Assistant Superintendent for Administration and Personnel. The determination of the manner in which this benefit is given, should it be granted, is at the discretion of the Assistant Superintendent for Administration and Personnel.

Accrued vacation is calculated to the nearest day by determining the percent of the fiscal year worked times the annual vacation entitlement.

ARTICLE 13. RETIREMENT

13.1 Retirement Plans - All full-time employees are required by state regulations to join the New York State Employees Retirement System. Currently there are six (6) tiers of membership. For retirement purposes only; those working six (6) hours or more per day shall be considered full-time employees.

Tier I Members of the retirement system prior to July 1, 1973.

Tier II New members to the retirement system between July 1, 1973 and June 30, 1976.

Tier III New members subsequent to July 1, 1976.

Tier IV New members subsequent to July 1, 1984.

Tier V New members subsequent to January 1, 2010.

Tier VI New members subsequent to April 1, 2012

13.2 Additional Benefits - The basic retirement plan is 75i for Tier I and II members and 75E or the 1/60th plan for Tier III, IV, V and VI members. Additional benefits to the basic plan are: 41J credit for unused sick leave; and guaranteed minimum death benefit for Tier I members.

13.3 Required Retirement Age - Bus drivers are required to retire from employment in the Orchard Park Central School District when they have reached the maximum age required by law.

13.4 Additional Compensation at Retirement - An employee who is eligible to retire pursuant to the rules of the NYS Local and Employees Retirement System with 20 years or more of service in the district and who submits a written resignation for purposes of retirement no less than 60 days in advance of the effective date of retirement will be eligible for reimbursement of unused sick leave. Note: the 60 day required notice may be waived at the discretion of the Superintendent or designee.

The benefit shall be a stipend of \$55 per unused sick day, to a maximum of seventy-five (75) sick days. The total possible amount an employee may receive under this provision is \$4,125.

The District agrees to make a non-elective employer contribution in the amount of the eligible employee's additional compensation at retirement in a single installment within 30 days of the effective date of the employee's retirement to a 403b plan of the employee's choice, for the benefit of the employee. The non-elective employer contribution (also known as severance or retirement benefit) is available to all employees who meet the requirements of Paragraph 13.4.

ARTICLE 14. UNPAID LEAVES OF ABSENCE

- 14.1 Entitlement - Employees scheduled to work more than four (4) hours per day and have at least two years of continuous service in the District may make application for an unpaid leave of absence not to exceed one year. Such application shall state the reason for the requested leave. If recommended by the Supervisor and Assistant Superintendent for Administration and Personnel, it shall be submitted to the Board of Education and the granting of such leave shall be subject to the discretion of the Board of Education.
- 14.2 All employees are expected to be in attendance and work as per their daily and annual schedules. Unpaid leaves of absence of a short duration shall be at the discretion of the Supervisor.
- 14.3 Retention of Benefits - Employees granted a leave of absence without pay are entitled to retain accumulated sick time, vacation rights and step on • the salary schedule pursuant to past work experience. Benefits do not accrue during an unpaid leave of absence. Employees on an unpaid leave may continue to participate in the District's group Health Benefits plan at their own option and must pay all premiums due during the leave.

ARTICLE 15. CONDITIONS OF EMPLOYMENT

- 15.1 Full-Time Employees Defined - Full-time employees are defined as ten or twelve month employees scheduled to work forty (40) hours per week. Clerical employees scheduled to work more than 2000 hours per year are also considered full-time employees.
- 15.2 Part-Time Employees Defined - Part-time employees are defined as employees scheduled to work less than eight (8) hours per day.
- 15.3 Job Postings - All regular job vacancies shall be posted in a conspicuous place within each building throughout the district. The job will be posted for a period of five (5) working days. The posting shall include job title, job classification, job description, number of hours and rate of pay. Persons seeking appointments shall make application for the posted position in writing. Within thirty (30) days of the appointment, the Association shall be notified of the person selected.
- 15.4 Applicant Selection - The person selected to fill the position shall be the applicant who best meets the requirements of the position as judged by the employer. Seniority will be considered as a factor in promotions but not as a determinant.

- 15.5 Supervision of Students - Employees are expected to assume responsibility for any pupil in any situation where supervision is needed; in the building, on the sidewalks or play areas, and elsewhere. In other words, an employee is to correct children when and where needed and should report to proper authorities. All employees are responsible for the safety of the children. Failure to provide adequate and proper supervision may be considered neglect of duty.
- 15.6 Corporal Punishment - Employees are not to use corporal punishment at any time. Situations serious enough to warrant such punishment should be referred to the supervisor or building principal.
- 15.7 It is important that every accident, no matter how trivial it may seem at the time should be reported to the school nurse and an accident report filed by the employee as soon as possible, but no later than two (2) days.
- 15.8 Personnel File - Each employee will have one official personnel file maintained in the District's Central Office. Each employee shall have the right, upon reasonable advance request, but no later than one work day after the request, to review the contents of his/her personnel file maintained in the District's central, office. The review shall be conducted in the presence of an administrator. The employee may be accompanied by an association representative of his/her own choosing. The employee, his/her representative if any, and the administrator shall sign a log showing the date the review was conducted.

No material, other than routine personnel documents, shall be put in the employee's personnel file, unless he/she has been given the opportunity to examine it. Proof that the employee has been given the opportunity shall be demonstrated by his/her signature and date of review on the copy to be filed, but his/her signature shall not represent his/her agreement with the content of the material. The employee may make a written, signed and dated response to any material in his/her file and such response shall be attached to the material in the file.

On receipt of a written request therefore, the employee shall be furnished with one copy of any material in his/her file, and he/she shall sign a receipt therefore if requested to do so.

Reference and other material obtained in the evaluation of an employee for initial employment or for re-employment shall be removed from the employee's file before he/she reviews it and he/she shall not be entitled to a copy of such material.

15.9 Mileage Reimbursement - The District will pay a mileage rate for trips in an employee's own automobile on school business which have been approved in advance by the supervisor.

The rate shall be an amount equal to the rate allowed by the Internal Revenue Service.

15.10 If the District requests/requires an employee to take courses it shall pay for tuition/registration fees, meals, and mileage for the employee.

15.11 When called to testify on any proceeding related to his/her job, the employee shall be paid for their normal scheduled working hours plus normal expenses.

15.12 The District shall reimburse the employee for any clothing or property damaged during the performance of his/her job. The District's liability shall not exceed \$200 per incident.

15.13 The District may not subcontract any unit work exclusively performed by negotiating unit employees. However, this does not preclude the District from hiring outside persons/companies for a period not to exceed four (4) weeks when additional manpower, equipment, or expertise is needed as determined by the District. Length of the period of time stated herein may be extended by mutual consent of the parties. The hiring of outside personnel shall not cause a reduction of hours (regular or overtime) of any regularly scheduled employee.

15.14 The following terms and conditions shall apply as related to the District Drug and Alcohol Testing Program.

All travel to and from the testing site shall be the responsibility of the employee and shall be accomplished without cost to the District. This includes/ but is not limited to payment for time and mileage.

The District will assume the testing costs of all alcohol and drug tests.

The District retains the right to choose the methodology of testing to be performed, pursuant to the Act.

Any employee who receives a verified positive alcohol or drug test result shall be subject to administrative and/or disciplinary action consistent with applicable laws and the current Collective Negotiations Agreement.

Any employee who receives a verified positive for a drug test and is awaiting the results of a re-analysis of the sample shall be off work and his/her attendance shall be recorded as "approved absence without pay". In the event the re-analysis of the sample is negative, the District shall reimburse the employee for all such days and his/her attendance record will be changed to "approved absences with pay."

If applicable, an employee shall be administered- a return to duty alcohol test and/or a return to duty drug test as soon as possible.

All employees required to go for Drug & Alcohol testing on their own time will be paid for one (1) hour.

ARTICLE 16. DISCIPLINE AND DISCHARGE

16.1 Probationary Period - All employees will serve a twelve (12) month probationary period from the effective date of employment as approved by the Board of Education provided, however, that an employee having achieved permanent status in a bargaining unit position who assumes a new position within the bargaining unit shall serve a six (6) month probationary period in the new position. An employee's service may be terminated at any time during and up to the expiration of the probationary period with one week's prior written notice.

16.2 Oral/Written Warning - Performance that warrants attention and modification as judged by the Supervisor or the immediate head shall be communicated orally or in writing to the employee.

16.3 The only process for disciplining an employee, with suspension and/or termination, shall be the process set forth in this Agreement, which shall be in-lieu of Civil Service proceedings and all other statutory/regulatory provisions, and which shall be based upon just cause.

A. Suspension of 30 days or less

An unpaid suspension of 30 days or less may be imposed by the Assistant Superintendent for Human Resources and Administration (or his/her designee). Unpaid suspensions under paragraph A of 16.3 shall begin within three working days of the day on which the employee and the Association are notified of the suspension by the Assistant Superintendent for Human Resources and Administration. Within 5 working days of the time that the employee and the Association are notified of the suspension, the employee may request in writing an opportunity to meet with the

Superintendent (or his/her designee) to present his/her case. The meeting shall be held as scheduled by the Superintendent (or his/her designee). Within two (2) weeks of the meeting, the Superintendent shall inform the employee and the Association in writing of his/her decision on the matter. If the employee disagrees with the decision of the Superintendent, he/she and the Association may submit the matter to arbitration in accordance with the terms of paragraph 20.13 of this Agreement.

B. Suspension in excess of 30 days or termination

- (a) An unpaid suspension in excess of 30 days or termination of an employee may be recommended by the employee's supervisor and/or the Assistant Superintendent for Human Resources and Administration (or his/her designee) to the Superintendent of Schools. Pending the decision of the Superintendent and the Board of Education (where applicable), the employee may be suspended without pay by the Assistant Superintendent for Human Resources and Administration for a period not to exceed 30 days.
- (b) Within five (5) working days of the time that the employee and the Association are notified of the recommendation for a suspension in excess of 30 days or termination, the employee may request in writing an opportunity to meet with the Superintendent (or his/her designee) to present his/her case as to why the recommended suspension or termination should not be imposed. The meeting shall be held as scheduled by the Superintendent (or his/her designee). Within two (2) weeks of the meeting, the Superintendent shall inform the employee and the Association in writing of his/her decision on the matter.
- (c) If the Superintendent determines to impose an unpaid suspension of 30 days or less and the employee disagrees with the decision of the Superintendent; he/she may submit the matter to arbitration in accordance with the terms of paragraph 20.13 of this Agreement.
- (d) If the Superintendent determines to impose an unpaid suspension in excess of 30 days or to terminate the employee, the Superintendent shall submit his/her decision to the Board of Education not later than its next regular meeting for its consideration and action, the result of which shall

be communicated to the employee and the Association in writing. If the employee disagrees with the decision of the Board of Education, he/she and the Association may submit the matter to arbitration in accordance with the terms of paragraph 20.13 of this Agreement.

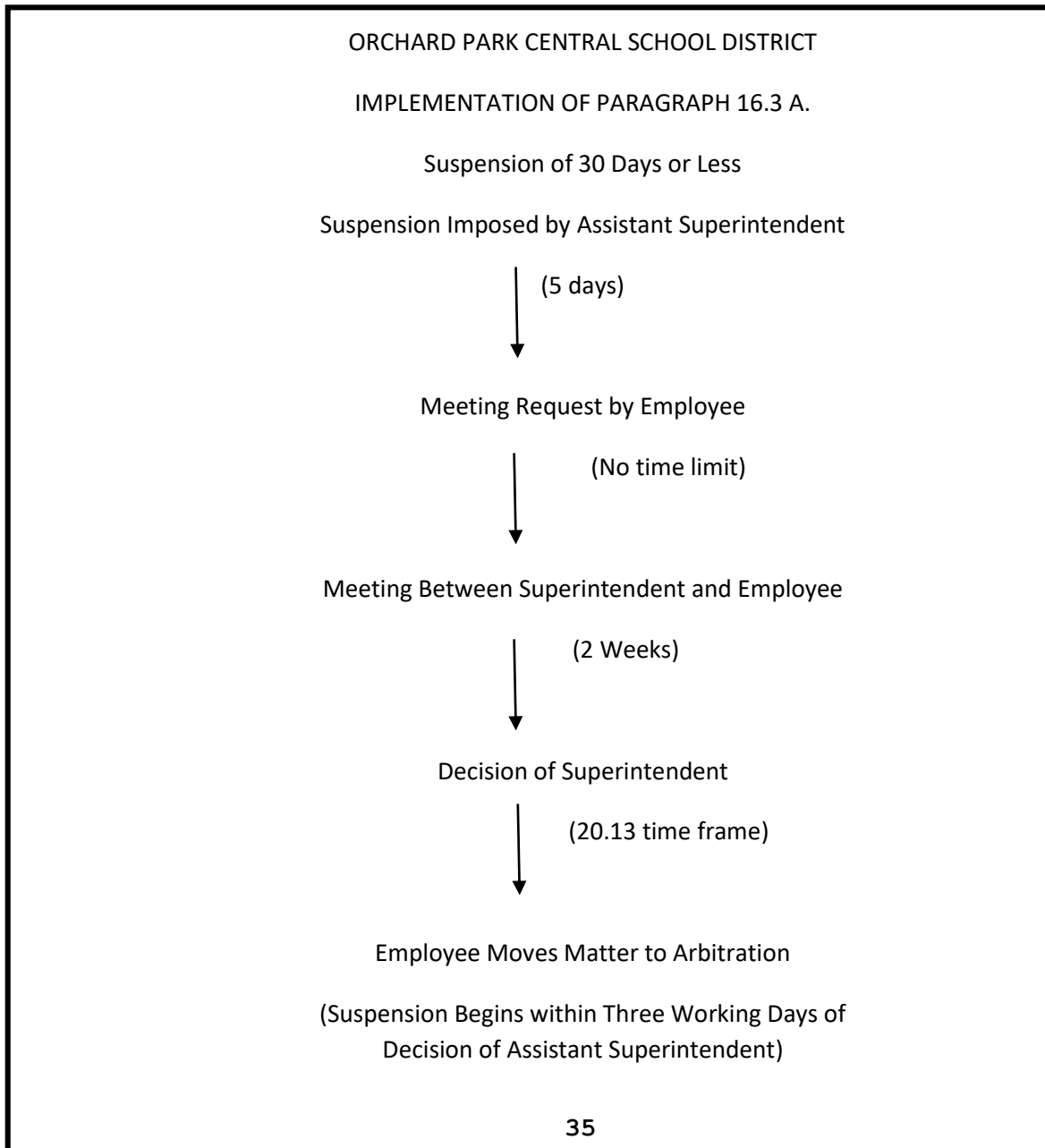
- (e) An unpaid suspension of 30 days or less imposed under this paragraph B. shall begin at the time of the Superintendent's decision. An unpaid suspension of more than 30 days or termination imposed under this paragraph B. shall begin at the time of the Board's decision. Notwithstanding these provisions, and as indicated in sub-paragraph (a) of this procedure, the Assistant Superintendent for Human Resources and Administration (or his/her designee) may place the employee on unpaid suspension for a period of not more than 30 days pending the decision of the Superintendent and the Board of Education (where applicable). Any period of unpaid suspension so served shall be credited toward satisfaction of any suspension ultimately imposed upon the employee. If the decisions of the Superintendent and the Board of Education (where applicable) have not been rendered as of the 30th day of such unpaid suspension, the District may, as of the 31st day, continue the suspension with pay or return the employee to work.

C. Previously Scheduled Vacation during Suspension

- (a) If a period of previously scheduled vacation should fall within the period of any unpaid suspension under these procedures, the vacation shall be taken and paid as scheduled and the period of such vacation shall not be counted toward any period of unpaid suspension. As an example, if any employee has four weeks of unpaid suspension imposed upon him beginning one week prior to his/her scheduled week of vacation, the employee shall be on unpaid suspension for one week, shall then be on paid vacation for one week, and then shall be on unpaid suspension for an additional three weeks. The same rule shall apply to any period that an employee is not normally scheduled to work, e.g., Christmas, spring or summer recess for a 10-month employee.
- (b) Except for previously scheduled vacations, an employee on suspension shall be entitled to no form of paid or unpaid leave during the term of that suspension.

- (c) If an employee is returned to work pending the decisions of the Superintendent and Board of Education (where applicable) under paragraph B of 16.3, he/she may not necessarily be returned to his/her prior position but may be reassigned to another position in his/her job title.

16.4 Association Representation and Notice: An employee may request the presence of an Association' Representative at any meeting that involves the disciplinary process. A representative from the Association's state-affiliated organization may attend any meeting that involves the disciplinary process. The Association President will be notified prior to the scheduling of any such meeting.

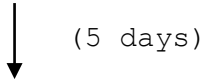


ORCHARD PARK CENTRAL SCHOOL DISTRICT

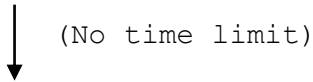
IMPLEMENTATION OF PARAGRAPH 16.3 B.

Suspension Over 30 Days or Termination

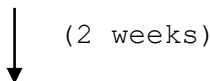
Recommendation by Supervisor or Assistant Superintendent



Meeting Request by Employee



Meeting of Superintendent and Employee



Decision of Superintendent

Suspension of 30 Days or less
(20.13 time frame)

↓
Employee Moves Matter to Arbitration

Suspension Over 30 Days or Termination
(Next Meeting)

↓
Decision to Board of Education

(20.13 time Frame)

↓
Employee Moves Matter to Arbitration

(30-day Unpaid Suspension Pending Process
May be Imposed by Assistant Superintendent)

(Suspension of 30 Days or Less
Begins at Superintendent's Decision)

(Suspension of Over 30 Days or Termination Begins at Board Decision)

ARTICLE 17. UNEMPLOYMENT INSURANCE BENEFITS

17.1 Exclusions - For purposes of unemployment insurance all employees who have rendered six (6) months of service and/or completed their probationary period will be considered as continuous employees. School recess periods when work is not scheduled shall not be considered as a layoff or interruption of service. Continuous

employees will receive individual notification two weeks prior to position terminations because of reduction in staff or for performance reasons. Unless the termination notice is issued the employee is considered to be continuously employed.

ARTICLE 18. SENIORITY

- 18.1 Competitive Class: - The Civil Service law and rules on layoff apply only to persons permanently appointed to positions in the competitive class.
- 18.2 Non-Competitive/Labor Class - Transfers: To be considered for a transfer from one title to another, an employee must inform his/her supervisor that he/she wishes to make application in another title. An employee must resign from his/her previous title when transferring to another title. An employee who transfers to another title will not carry forward accrued seniority into the new title, from the previous title. Sick leave, vacation rights, and district-wide 'years of service' for retirement purposes will not be affected by transfers.
- 18.3 Non-Competitive/Labor Class - Bumping Rights: Individuals serving in either the non-competitive class or labor class and who are subject to layoff shall only be entitled to the following bumping rights:
- (a) Within Same Lay-off Unit: The employee to be laid-off may bump another non-competitive/labor class employee in same layoff unit who has: 1 -less seniority within the title, 2 - is in a title that has the same or lower hourly rate of pay (identified by comparing pay rates by title on the laid-off employees pay schedule), and 3 - is in a position that has the same or fewer hours regularly scheduled per day.
 - (b) To a Former Lay-off Unit: The employee to be laid-off may bump back into a prior lay-off unit and displace individuals within that unit provided an individual within the former unit possesses less seniority within that unit than had been accrued by the lay-off individual when they were employed within that unit.
 - (c) Full-time employees may not bump part-time employees with more seniority.

18.4 Layoff Units - The layoff units are:

Clerical
School Monitor
Teacher Aide
Computer Aide
Indoor/Outdoor Monitor
Registered Professional Nurse
Buildings and Grounds
Auto Mechanics
Bus Drivers
Bus Attendants

18.5 District Wide Seniority - Layoff shall be within the layoff unit by seniority on a district wide basis. Seniority (with the exception of the Bus Drivers, Attendants and employees holding Civil Service competitively classified positions) shall be determined and established, utilizing the following sequential mechanism.

- 1) If more than one employee holds the same starting date, the date on which the Board took action shall be used as a tie-breaking factor (the earlier the Board action date, the more senior the employee).
- 2) If more than one employee holds the same starting date and the same Board action date, the final tie-breaking factor shall be the employee's Employee Retirement System number (the lower the number, the more senior the employee).

18.6 Computation of Continuous Service- Computation of seniority rights will be based upon all continuous service, in the District from the first day of employment, as approved by the Board of Education. A seniority list will be distributed by the District each year on or before October 30th.

18.7 Impact of Approved Leaves on Seniority - An approved leave of absence without pay is not an interruption of continuous service. Time spent on such leave does not accrue to accumulated seniority rights.

18.8 Break in Service - Resignation followed by re-employment is a break, in service. Computation of seniority rights will be based upon 'continuous service from the last date of hire.

18.9 Recall Rights - An employee in the non-competitive or labor class who has been laid off shall be placed on a recall list for the classification of the position which he/she held at the time he/she was laid off. The person shall remain on the recall list for a period of four years from the effective date of the layoff.

If a full-time or part-time vacancy (other than a temporary vacancy) occurs and the District desires to fill that vacancy or if a new full-time or part-time position (other than a temporary position) is created, the District shall not fill the vacancy or new position if there are any employees with full-time or part-time seniority on the recall list for that classification. If there are eligible employees on the PEL list, the full-time employee with the greatest seniority shall be recalled or, if there are only part-time employees remaining on the list, the part-time employee with the greatest seniority shall be recalled. If the entire list has been called without finding an employee eligible and willing to be recalled, the District may hire a new employee or fill it with an employee from another classification. If an employee on the recall list refuses a recall to a position in the same job title and for the same number of hours +/- ½ hour, the person's name shall be removed from the list and his/her recall rights shall be terminated. The person shall remain on the recall list for a period of two years from the effective date of the layoff.

ARTICLE 19. TRANSPORTATION DEPARTMENT

19.1 Definitions:

- a) DAILY RUN: means a run that is originally bid in September of each school year generally comprised of an AM and PM component.
- b) ADD ON: means a bus run assigned to an employee determined by the proximity and time of a driver's AM or PM run in relationship to the add on run to be performed and further meets the following:
 - occurs after the bid commences
 - occurs as per set schedule.

Should more than one (1) employee meet the above criteria, seniority will be the additional determinant.

- c) MID-DAY: means a bus run that is assigned by seniority through a bid and is regularly scheduled between the AM and PM Daily Run.

- d) LATE RUN: means a bus run that is assigned by seniority and is regularly scheduled to occur. It requires the employee scheduled to be finished with their daily run in time to arrive at the location necessary for the late run. (Ex. An employee is scheduled to be finished with their daily run at 4:00 p.m. the late run starts at 4:00 p.m.)
- e) SHUTTLE: means a bus run assigned to an employee usually determined by seniority or building seniority and further meets the following:
 - o occurs when there is a break in service no greater than fifteen (15) minutes
 - o is not regularly scheduled
 - o is normally within the district and
 - o is normally an hour or less
- f) FIELD TRIP/SPORTS RUN: means a bus run that is outside of any other type of run that has been requested by someone other than the transportation department for the purpose of an excursion or sporting event.
- g) DEPARTMENTAL EMERGENCY: means an unexpected occurrence or situation urgently requiring prompt action including the assignment to immediately fill the need.
- h) EARLY DISMISSAL RUN: is a request by a particular building or school for a dismissal other than the normal daily schedule.
- i) CANVASS: is a process whereby the Supervisor of Transportation contacts drivers/attendants without the need to post for bid.
- j) SUB DRIVER/ATTENDANT: is a person who has been appointed as such by the Board of Education.
- k) ALTERNATE DRIVER/ATTENDANT: is a person appointed as a regular employee by the Board of Education who signs for and/or is requested to replace the regularly scheduled employee.

19.2 Transportation Department

The Transportation Department Seniority list shall be posted in the Bus Garage. Seniority for drivers/attendants shall be determined according to the following for drivers/attendants hired on or after March 22, 2006:

1. Upon receiving a regular appointment, the employee's seniority date will be the effective date of said appointment as indicated on the Board of Education personnel agenda.
 2. For employees with the same Board appointment date, the tie breaker will be the date of the employee's application.
 3. For employees with the same Board appointment date and the same application date the tie breaker will be the lowest number indicted by the last four (4) digits of the employee's social security number (ex. 4122, 4134. 4122 is the low number)
-
- 19.2.1 Any and all bus routes, route combinations and scheduling of routes shall be determined in the sole discretion of the District after which bidding will take place in accordance with seniority rights. For drivers who return from the previous June, hours will be guaranteed for September within 0.25 hours more or less, and based upon the last number of daily hours worked in June; time changes will be made where necessary. Time paid for sick or personal leave will be paid at the hours scheduled in June. Driver shall make sure route hour and time changes are noted on the written routes. See section 19.6 for bus run bidding information.
 - 19.2.2 Drivers annual physicals to be paid one-hour regular rate.
 - 19.2.3 Job postings for all available runs must be posted for five working days. In instances, where mutual agreement between the Association and the Supervisor of Transportation has been reached to do so, a canvass by the Supervisor of Transportation will assign drivers and attendants in a manner which is consistent with applicable seniority rights. Assignment through canvass will carry the same contractual benefits as those associated with the bid process.
 - 19.2.4 A ten-minute pre-trip inspection shall be added to morning and afternoon run times.
 - 19.2.5 The District reserves the right to select and assign regularly employed drivers for handicapped special education children and BOCES routes, based upon capability and seniority.

- 19.2.6 A driver will not be taken from his/her daily run and assigned to another run except in case of an emergency. A driver may be assigned to an extra trip run in lieu of his/her daily run when no one is selected from a complete turn of the extra run trip wheel.
- 19.2.7 Attempts to call regular bus drivers and bus attendants, who are available, will be made on the basis of seniority to take runs of absent drivers before a substitute is called. Regular drivers and attendants must be available for the duration of an absence.
- 19.2.8 Run times are subject to the following:
- a) Drivers and attendants assigned to bus runs shall be paid in quarter hour increments; however, the quarter hour increments are 15 minute blocks of time starting and ending any time. (i.e., 6:40 AM to 6:55 AM).
 - b) In the event that any bus run, scheduled pursuant to the terms of sub-paragraph (a), above, is believed by the driver to require more time than allotted, the driver shall file a request with the Transportation Supervisor for a run time review.
 - c) The review will be performed by the Transportation Supervisor in concert with a designated Association representative. The parties will actually ride the run with the driver to determine whether the run time needs to be adjusted or not. Final determinations made by the review committee are not subject to the grievance procedure.
- 19.2.9 All sanitary and cleaning supplies required on buses are to be supplied by the District.
- 19.2.10 For Drivers and attendants, longevity shall be based upon the number of hours worked as of October 31st of each year.
- 19.2.11 The District shall provide a daily change of uniforms for all Bus Mechanics.
- 19.2.12 Drivers/attendants shall not be permitted to take field trips (including sports trips) which interfere with or overlap their regularly scheduled route time unless such a trip will add one and one-half hours or more beyond the ending time of their regularly scheduled route.

- 19.2.13 The two hour guaranteed minimum show up time contained in Section 7.2 for emergency closings will not be applicable to the Transportation Department.
- 19.3 Midday Run, Late Run, Early Dismissal Run and Emergency Trips:
- 19.3.1 Midday runs, late runs, early dismissal runs and emergency trip assignments will be made every day by 8:30 AM, by seniority, (no rotation) from the extra work board.
 - 19.3.2 Midday, late runs and emergency trips that become available after the assignments are made will be assigned to the next most senior alternate driver, respectively from the extra work board.
 - 19.3.3 When, due to time constraints, it is not feasible to cover a departmental emergency, the emergency may be covered by any readily available employee, by seniority if more than one employee is readily available.
 - 19.3.4 Early dismissal runs are normally assigned to the take home driver. In the event that driver is not available, the early dismissal run will be assigned from the extra work board.
 - 19.3.5 Employees who are available and request extra work are to initial the daily extra work board for midday, late runs, early dismissal runs and emergency trips. All work performed during the week must be added together to determine the amount of hours remaining for the week. This is to be logged daily by the bus driver and the attendants. Extra work assignments are generally made by seniority unless the assignment will result in overtime. In this event, the next available alternate driver/attendant whose assignment will not result in overtime will be assigned. In instances where all alternate driver/attendants having available hours but the assignment will result in overtime, the assignment will be awarded to the driver/attendant whose assignment will result in the least amount of overtime. Those employees, who do not sign any sheet or column by 8:00 AM, will be considered only, after all those who have met the 8:00 AM deadline have been canvassed.

Available hours are determined by the following formula: Forty (40) hours minus (guaranteed time plus extra hours worked at time of signing).

- 19.3.6 Employees who are available and request extra work on weekends and holidays are to initial the weekend and holiday extra work board. Those employees who do not sign the weekend/holiday extra work board by the required time will be considered unavailable and will be bypassed as a result.
- 19.3.7 Ineligible employees (available hours= 0) shall be entitled to be assigned extra work if there are no other names initialed on that list from which to choose. From among those ineligible employees the extra work will be assigned to the alternate driver/attendant by seniority.
- 19.3.8 Long term extra work assignments will be made to cover a long term absence of the regularly scheduled driver/attendant from among those alternate driver/attendants who are not already assigned to work during any portion of the run(s) to be covered and further will not place the driver/attendant in an overtime status. These assignments will be made weekly from the extra work, board on the basis of seniority from among those meeting the herein sated criteria.
- 19.3.9 PENALTY: Each employee is responsible to watch their own time weekly to prevent going into overtime. The initial penalty will be the removal of the employee's name from the extra work board for a minimum of seven days and a minimum of one rotation of the field trip wheel.
- Continued misrepresentation of available hours may constitute more-extreme penalties including, but not limited to, the removal from the extra work board and field trip wheels for a period of up to one year.
- 19.3.10 Any unusual situation causing an employee to be late beyond thirty (30) minutes must indicate reason on daily extra work time sheet.

- 19.3.11 In a case where more than one (1) late run is scheduled for or assigned to one particular school, when one (1) bus is consistently late and another is consistently early, the drivers should work together along with approval from the office and/or the Supervisor, to even out the difference in time by rerouting, altering routes, and/or dividing the number of students, accordingly and fairly whenever possible.

19.4 Field Trips/Sports Trips

- 19.4.1 For field trip/sports trip occurring during the employee's daily run, midday, and/or late run the employee will be paid their regular rate of pay for those scheduled hours occurring during the field trip/sports run. For field trip/sports run hours-occurring beyond the employee's regularly scheduled hours will be paid at the "Field Trip rate of pay". Should the employee incur overtime the employee will be paid the "Field Trip rate of pay" at time and one-half.
- 19.4.2 Field trips assigned to association members are assigned off the Trip Wheel, by rotation. Additionally, emergency trips assigned to association members are assigned off the extra work board, by seniority and will require indicating available hours.
- 19.4.3 There will be no limitation of Field/Sports Trip overtime, when assigned to association member. Assignments of field/sports trips will be made from the field trip wheel by rotation.

19.5 Guarantees

- 19.5.1 Bus Driver/Attendants will be guaranteed their regular assigned weekly hours, (which have been bid upon), at the respective classified rate of pay, for the duration of the bid term. The hours guaranteed include employee's Daily Runs, Middays, Late Runs and Add-On as described in section 19.5.2.

- 19.5.2 In the case of cancellation of any part of an employee's guaranteed hours, such employee may not sign for any "extra work", (other than FT/Emergency Trips) which is within the cancelled time frame, nor will the employee be paid extra for that time already guaranteed. Add-on run assignments that are made and last thirty (30) work days or less are exempt from the guaranteed hour condition of this sub-section. On the thirty first day these assignments will be considered as part of their regular runs with guaranteed hours.
- 19.5.3 The District reserves the right to use drivers/attendants when cancellations occur during guaranteed hours. It is the intent that this will only occur in the event of an emergency situation and will be assigned to the least in seniority when available. However, this is not designed to eliminate the purpose of daily assigned extra work and therefore will not be used to bump previously assigned personnel.
- 19.5.4 In the case when any part of a driver's/attendant's daily run hours have been eliminated, for which guaranteed hours are being paid i.e. such as midday or late runs, he/she may be used as an alternate driver/attendant, before the extra work board is utilized. Assignment of a driver/attendant in such an instance will only be made when the vacancy to be filled occurs within the area of their daily run that was eliminated and only if the assignment is made by 8:30 AM for a midday run and by 12:00 for a late run.
- 19.5.5 In the case when a driver's/attendant's daily run hours have been eliminated, for which guaranteed hours are being paid and driver/attendant accepts a new assignment, in the same run type with the same or more hours through a posting or a canvass, the driver/attendant guaranteed hours that were being paid will cease during the period of time being worked in the new assignment. Upon 31 working days in the new assignment these new hours become permanent and subject to the guaranteed hour rule. The former guaranteed hours that were being paid prior to the new assignment are then eliminated.

19.5.6 The District retains the prerogative to cancel any scheduled bus washing assignments on any given day. When a bus washing assignment is cancelled the affected bus washer will not be eligible to be paid for the hours cancelled.

19.5.7 Exclusivity of Transportation Work -

- (a) Types of Runs: Special education runs are exclusive association work and other bus runs (regular runs, sports runs, clubs/field trips) are not exclusive association work.
- (b) Maintenance/Repair Work: Bus DOT inspections and routine preventive maintenance work are exclusive association work and other bus maintenance or repair work (such as tire changing, wind shield repairs, suspension spring work, transmission work, engine repairs, body work, painting, air conditioning, steering box repairs, drive shafts, or other bus maintenance/repair) are not exclusive association work.

19.6 Bus Run Bidding,

- 19.6.1 The bus run bidding will occur during the second half of September for both drivers and attendants, with changes occurring during the first half of October. Mid-day and late runs will be bid separately.
- 19.6.2 Drivers will bid on runs before attendants bid on runs. All bidding is by seniority.
- 19.6.3 All drivers will be assigned a 15-minute appointment time in which to bid. Following their bid the drivers will conduct their required dry run. Drivers will be paid for their dry run time plus 15 minutes.
- 19.6.4 All attendants will be assigned a 10-minute appointment time in which to bid. Attendant bidding will occur on the day(s) set aside for the driver/attendant refresher course training. Attendants will be paid for the course attendance time plus 10 minutes.
- 19.6.5 Selection of runs (bid decisions) will be conducted in the privacy of the supervisor's office.

- 19.6.6 If a driver or attendant is not able to be present to bid, he/she may appoint a proxy. Proxy designations must be in writing and be given to the transportation office supervisor (and building rep) prior to the end of the work day immediately before the bid day. If a driver or attendant is not present to bid at their assigned time and no proxy has been designated in writing, the employee will be assigned the run with the most hours available, excluding midday and late runs (which will not be assigned.)
- 19.6.7 A notice describing the bid dates will be posted in the transportation facility several days prior to the last work days of the school year. Additionally, a second notice will be mailed to staff mailing addresses at least one week prior to the September bid dates.
- 19.6.8 Bus runs will be posted at least two work days prior to bidding dates for staff to review at their own leisure.
- 19.6.9 If a run is determined to increase in length (time) by more than 30 minutes a day after bidding is completed, but prior to October 15th, a rebid will be conducted for drivers with fewer hours. The rebid will be conducted during the second half of October. All bidding is done by seniority. Staff may only bid up (on runs with more time), not down. Following October 15th, run lengths (times) are determined to be established for the year until the following September bids.
- 19.7 Transportation Committee - The parties will establish a Transportation Advisory Committee to discuss and consider issues arising within the Transportation Department. The committee shall consist of up to three individuals appointed by the Association and up to three individuals appointed by the District. The committee shall meet at mutually convenient times, outside of the staff workday, at the request of any committee member. The committee will use a consensus model to consider and advance, where appropriate, recommendations for changes and/or additions to the language of Article 19 (Transportation) to improve efficiency and effectiveness of the Department. Such agreed upon recommendations shall be forwarded to the Superintendent of Schools and the Association President for further consideration and the Superintendent and the Association President must agree in writing to any recommended changes, before such changes can be implemented.

ARTICLE 20. GRIEVANCE PROCEDURE

- 20.1 Purpose - The primary intention of this procedure is to resolve any grievances at the lowest practicable administrative level.
- 20.2 Grievance Definition - The term grievance shall mean an alleged violation of a specific term or condition of this Agreement.
- 20.3 Grievant Definition - A grievant is the Association or an employee of the District in the unit represented by the Association who alleges a violation of a specific provision of this Agreement.
- 20.4 Time Limit Extension - Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
- 20.5 Time. Limit for Filing Grievance - No grievance will be entertained as described below, and such grievance will be deemed waived unless it is initiated at the first available step within fifteen (15) days after the employee knew, or should have known of the act or condition on which the grievance is based.
- 20.6 Time Limit of Appeals - If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.
- 20.7 Failure to Answer within Time Limit - Failure at any step of the grievance' procedure to communicate a decision to the aggrieved party, and his/her representative within the specified time limit, shall permit the lodging of. an appeal 'at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
- 20.8 Definition of Days - Days shall-mean work days.
- 20.9 All grievances must be submitted on the grievance form as shown in Appendix B. The Grievance, when submitted by the Association, must include the names of the individuals who have allegedly been grieved, but not necessarily their signatures.
- 20.10 STEP I - SUPERVISOR - The employee will present a written grievance (on the approved form) to his/her. Supervisor within fifteen (15) days from the time the employee knew or should have known, of the act or condition on which the grievance is based. The Supervisor will respond to the Grievance within ten (10) days from its presentation.

- 20.10.1 Appeal Time - If the grievance is not resolved at Step 1, the employee will have five (5) days from receipt of the Supervisor's Determination to appeal to Step II.
- 20.11 STEP II - ASSISTANT SUPERINTENDENT - The employee will inform in writing (on the approved form) the Assistant Superintendent for Human Resources and Administration of his/her appeal. A meeting of the parties involved will be held within ten (10) days from the receipt of the appeal. The grievant, the Assistant Superintendent for Human Resources and Administration, or his/her designee and the involved parties shall be present at this meeting. The Assistant Superintendent's decision shall be rendered within five (5) days of this meeting.
- 20.11.1 Appeal Time - If the matter is not resolved and is to be appealed, the grievant must proceed to Step III within five (5) days of the decision at Step II.
- 20.12 STEP III - SUPERINTENDENT - The grievant shall notify the Superintendent of his/her appeal (on the approved form) within five (5) days of the decision at Step II. The Superintendent may or may not hold a hearing (formal or informal) within ten (10) days from the receipt of the appeal. If a hearing is held, all relevant evidence and arguments will be presented at this time. The Superintendent's decision will be rendered within fifteen (15) days of the hearing or receipt of the appeal if no hearing is held, or if a transcript of the hearing is made, within five (5) days of receipt of the transcript.
- 20.13 If the grievant is not satisfied with the decision at Step III, the employee and the Association may submit the grievance to arbitration not later than the twelfth (12th) day after delivery of the Superintendent's decision.

- 20.13.1 To submit such a grievance to arbitration, the Association shall send a demand to the American Arbitration Association (AAA) and a copy to the Superintendent. The demand shall request the AAA to send to the Association and to the Superintendent a list of twenty (20) names of arbitrators. Within ten (10) days of the day on which it receives its copy of the list, each party will return its copy to the AAA with all names which are unacceptable to it crossed off and the remaining names numbered in order of the party's preference. If the AAA determines that no mutually acceptable arbitrator has been selected by the parties, the AAA shall send to each party a second list of ten (10) names and the foregoing procedure will be followed with respect to it. If the AAA determines that no mutually acceptable arbitrator has been selected by the parties from the second list, the AAA will name the arbitrator.
- 20.13.2 The arbitrator shall determine whether this Agreement has been violated as alleged in the grievance, but he/she may not add to, subtract from or modify any of those terms nor shall he/she require anyone to commit an act which is prohibited by law.
- 20.13.3 The arbitrator's decision shall be final and binding upon all parties.
- 20.13.4 One-half the fees and expenses of the arbitrator shall be paid by the District and one half .by the Association. All other expenses incident to the arbitration shall be paid by the party which incurs them.
- 20.14 Informal Adjustment of Grievance - Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party, and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in further proceeding. An employee shall perform all duties as instructed even though the employee is aggrieved.

20.15 Processing Grievances not to Interrupt Work. - The preparation and processing of grievances, insofar as practicable, shall be conducted after the regular work hours. All reasonable effort will be made to avoid interruption of work schedules.

ARTICLE 21. CONFORMITY TO LAW PROVISION

21.1 Invalid Provision - If any provision of this Agreement shall be invalid or unenforceable such invalidity or unenforceability shall not affect any other provisions thereof, and this Agreement shall be construed and enforced as if such provision had not been included.

ARTICLE 22. CHANGING THE AGREEMENT

22.1 Mutual Consent - This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.

ARTICLE 23. DURATION OF AGREEMENT

23.1 This Agreement shall be in effect July 1, 2021 through June 30, 2023.

ARTICLE 24. SUBSCRIPTION

FOR THE ASSOCIATION:

FOR THE DISTRICT

David Howes
President, Orchard Park School
Related Professionals Association

Matt McGarrity
Superintendent of Schools

Date: _____

Date: _____

APPENDIX A

SALARY Hiring Rate:

TITLE	Hiring Rate
Clerk Typist	15.90
Community Ed. Sr. Clerk Typist Transportation Clerk	17.93
Acct. Clerk Acct. Clerk Typist Sr. Clerk Steno.	18.74
Sr. Acct. Clerk Principal Steno Principal Clk. Typist	20.78
School Monitor	13.46
Teacher Aide	15. 69
Computer Aide	16.18
Indoor/Outdoor Monitor	20.78
Registered Prof. Nurse	24 .50
Cleaner	15.69
Laborer Groundsman Store Clerk	18.30
Custodian Delivery Service Person	19. 95
Asst. Maint. Mech.	23.91
Head Groundsman	23. 60
Auto Mechanic	21. 60
Auto Mechanic CrewChief	22.97
Bus Driver	18.52
Bus Attendant	12. 92
Computer Tech General Mechanic	22.22
Microcomputer Decision Support Specialist	29. 62
Sr. Cust. HS-MS	21.41
Head Cust. Elem. Head Cust. MS-HS	21. 61
	22.41

Note 1: The district reserves the right to increase the wage rate for any individual job title at any time.

Note 2: Driver Field Trip Rate = \$18.52 per hour

APPENDIX B ORCHARD PARK CENTRAL SCHOOL DISTRICT
NON-TEACHING GRIEVANCE RECORD

GRIEVANT'S NAME (s) _____

BUILDING _____ DEPARTMENT _____

STEP I: STATEMENT OF GRIEVANCE

The following paragraph(s) of the Agreement allegedly violated:

(1) This is a brief summary of the facts: _____

(2) The date of the alleged violation(s) being grieved occurred on _____

(3) The District is requested to take the following action(s) to correct the situation: _____

Grievant's Signature(s) _____

Date-Presented to, Assoc. Grievance Committee (Chairperson) _____
Date Presented to Supervisor _____

STEP I: SUPERVISOR'S DETERMINATION (10 work days to respond - section 20.10)

(1) _____

Supervisor's Signature _____

Date given to grievant(s) _____

One copy sent to the Association _____

APPENDIX B

STEP III: APPEAL (5 work days to appeal - section 20.11.1)

(1) The grievance is appealed to the Superintendent.

Grievant's Signature(s) _____

Date _____
Date Presented to Assoc. Grievance Committee (Chairperson) _____

STEP III: SUPERINTENDENT'S DECISION (see section 20.12 for meeting and response time requirements)

(1) The grievance form was received on _____

(2) Decision _____

Superintendent's Signature _____
Date sent to Grievant(s) and Supervisor _____
One copy sent to the Association _____

STEP IV: SUBMISSION TO ARBITRATION (12 work days to submit to arbitration - section 20.13)

(1) Each grievant whose signature appears below is not satisfied with the Level III decision _____

(2) Association Representative's Signature: _____

(3) Date form returned to the Superintendent _____

(4) The Association has submitted the grievance to arbitration. A copy of the letter to AAA is attached.

APPENDIX C
MEMORANDUM OF AGREEMENT
BETWEEN THE

ORCHARD PARK CENTRAL SCHOOL DISTRICT
AND THE
ORCHARD PARK SCHOOL RELATED PROFESSIONALS ASSOCIATION
SHARED DECISION-MAKING

Introductory Statement

The purpose of the Shared Decision-Making model is to encourage, research, input, discussion, and possible resolution of situations which will enhance the growth, abilities and cooperative efforts of the staff on behalf of the students of the Orchard Park Central School District. A process should be developed and established which will enhance communications and therefore lead to an effective staff and learning environment. While the process is aimed at the improvement of the District as a whole, it should not lose sight of the uniqueness of each building, its staff, students and community. Although Shared Decision-Making is expected to provide a positive influence on the decisions at the building and district levels, no party, under this model, abrogates its rights and responsibilities as grounded in education or public law.

It is well understood by those involved in the development of the Shared Decision-Making concept and model that we are all embarking on "a path less traveled". And, that at least in its early stages the process is a learning experience and may require modifications.

- 1) In each building where a Building Effectiveness Team (BET) is already in place, the OPSRPA shall be represented by two members of the Association at the secondary level and one member of the Association at the elementary level assigned to that particular building. These representatives shall be chosen by the President of the Association. The District is represented on each BET by the principal of the building, who may invite one additional person to sit on the team if he/she believes it necessary. Additions may be made to building teams by mutual consent.
- 2) Employees not assigned to specific buildings shall be represented on Effectiveness Teams as follows:

Maintenance/Grounds: Two representatives to this team from the department shall be designated by the President of the Association. The District shall be represented by the Superintendent of Buildings and Grounds and one other designated representative.

APPENDIX C

Transportation: Up to four (4) representatives to this team shall be designated by the President of the Association; one bus driver, one auto mechanic, one attendant, and one clerical. The District shall be represented by the Transportation Supervisor and one other designated representative.

District Office: Two representatives to this team shall be designated by the President of the Association and up to two representatives of the District shall be designated by the Superintendent of Schools.

- 3) This process shall not preclude any group from using the services of a team or a council that may already exist, nor does this process preclude any group from creating a team, group, or committee in the future.'
- 4) Each team will meet monthly (more often if mutually agreeable) to discuss and resolve, if possible, issues and problems' that relate to that specific building or department.
- 5) Problems or issues that relate to a district-wide concept may be forwarded to the Labor Management Committee, for appropriate action.
- 6) A mutual record of all meetings shall be kept by each building or department and forwarded to the Superintendent annually.
- 7) Each building team, as well as the Labor Management Committee, will have the ability to create task-oriented sub-teams to research and make advisory recommendations on selected topics. The make-up of any sub-team should come from discussion and consensus of the group that is forming the team, but should that fail for any reason, the team members who are not from the OPSRPA will be selected by the Superintendent and those team members who are from the OPSRPA will be selected by the Association.
- 8) Sub-teams will remain in existence only as long as it takes to complete the prescribed task and report back to appropriate individuals or groups.
- 9) In those situations where a building effectiveness team is not clear regarding the manner in which to handle or process an issue, the LMC may be consulted to suggest an appropriate course of action.

APPENDIX C

- 10) Any issue dealing with a term and condition of employment may be reviewed by the Labor Management Committee and a recommendation forwarded to the Superintendent and the President of the OPSRPA for appropriate action.
- 11) Anyone may submit an issue relating to aspects of the school or school district to either a building level team or the Labor Management Committee for discussion and appropriate action.
- 12) Any level team may invite others to make presentations to assist them in understanding an issue.
- 13) Following a discussion, either the President of the OPSRPA or the Superintendent may determine that any given topic is not appropriate for this mechanism.
- 14) This process is not intended to take the place of collective bargaining but is intended only as a positive means for cooperative discussion and understanding of issues that arise from day to day which are deemed appropriate for the mechanism.
- 15) Each party retains its right to discontinue its participation in this process as a whole or in-part (by building/department) with proper notice (30 days) to the other party.
- 16) This memorandum of agreement is to be considered an appendix to the contract between the Orchard Park Central School District and the Orchard Park School Related Professionals Association. Decisions rendered through the use of this process shall not be subject to the grievance process.

APPENDIX D

SRPA SUPERVISOR APPROVED ADDITIONAL USE OF SICK DAYS FOR URGENT PERSONAL BUSINESS (see Section 9.6)

With the exception of Personal Illness, SRPs are required to complete this form when requesting "Supervisor Approved Additional Use of Sick Leave" for Urgent Personal Business, as outlined in Section 9.6 of the Collective Negotiations Agreement.

In cases where pre-approval cannot be requested (due to an emergency), this form should be completed as soon as possible upon the return of the employee.

TO THE EMPLOYEE: Please complete parts A through F.

- A) Employee's Name: _____
- B) Department: _____
- C) Date Filed: _____
- D) Date(s) requested/taken: _____
- E) Is this for Urgent Personal Business?: _____

SUPERVISOR: Please complete part G or H below.

- G) Approved As Paid Leave. Note: for "urgent personal business", approval is based on the assumption that such business cannot be transacted at any other time but during working hours OR that it is an emergency over which the employee has no control and requires immediate attention.
- H) Approved as: ___ Unpaid Leave or ___ Denied
Reason: _____

Note: "urgent personal business" leave requests which are attached to a holiday or are for 3 or more consecutive days or are for vacation, must both be approved by the supervisor and the Assistant Superintendent of Human Resources (see 4.2.5 and 4.2.6).

Supervisor's Signature

Date

APPENDIX E

OUTSIDE SECURITY

1. The Association bargaining unit includes the title Indoor/Outdoor Monitor.
2. The District has hired an outside contractor to provide building security services after school hours and such duties would normally be provided by individuals in the title Indoor/Outdoor Monitor.
3. OPSRPA has agreed to waive any right to challenge the use of such contracted services for this purpose provided that:
 - a. The District will employ a minimum of six (6) employees in OPSRPA-represented positions for eight (8) hour positions assigned to monitor duties at buildings' front desks and;
 - b. If the District employs individuals during the school day in excess of the six set forth above, whether at buildings currently employing such monitors or at new work locations, such positions will be in the OPSRPA bargaining unit;
 - c. Contracted security personnel will not be normally be assigned to work in any building during the student day except as necessary to communicate and transition shifts with the OPSRPA monitors;
 - d. Contracted security personnel will be used to supplement, not supplant, OPSRPA monitor positions and will not perform any other tasks normally assigned to OPSRPA members;
 - e. Contracted security personnel will not direct the work of or supervise any OPSRPA bargaining unit members.

4. Participation in this agreement does not constitute a waiver by OPSRPA of exclusivity over the job duties involved herein and shall not be cited as such by the District in any proceeding
5. The parties will assess the impact of this agreement and meet to discuss any necessary revisions.
6. Upon termination of this agreement for any other reason or upon termination of the contract with the outside provider, the monitor positions will revert to the OPSRPA bargaining unit.
7. OPSRPA retains the right challenge any attempt by the District to subcontract other bargaining unit functions.