

COLLECTIVE NEGOTIATIONS AGREEMENT

between

THE SUPERINTENDENT OF SCHOOLS OF THE  
ORCHARD PARK CENTRAL SCHOOL DISTRICT

and

THE ORCHARD PARK CENTRAL OFFICE  
ADMINISTRATORS ASSOCIATION

**Begins: July 01, 2017**

**Ends: June 30, 2020**

## TABLE OF CONTENTS

	PAGE
PREAMBLE	1
1. PERTAINING TO THIS AGREEMENT	1
1.1 Definitions	1
1.1.1 District	1
1.1.2 Board	1
1.1.3 Superintendent	1
1.1.4 Unit, Negotiating Unit	1
1.1.5 Association	1
1.1.6 Employee	1
1.1.7 Party	1
1.1.8 Parties	1
1.1.9 Agreement	1
1.1.10 Amendment	2
1.1.11 Fiscal Year	2
1.1.12 Active Payroll	2
1.1.13 Execution Date	2
1.1.14 Giving Notice to the District	2
1.1.15 Giving Notice to the Association	2
1.2 Term and Copies	2
1.2.1 Beginning, Ending Dates	2
1.2.2 Electronic Copy	2
1.3 Interpretation and Legal Effects	2
1.3.1 Interpretation Rules	2
1.3.2 Complete Record of Commitments	3
1.3.3 Conflict with Law	3
1.3.4 Reference to Law	3
1.4 Amendments	3
1.4.1 Waiver of Negotiations	3
1.4.2 Manner of Amendment	3

	PAGE
1.5 Negotiation of a Successor Agreement	3
1.5.1 Notice	3
1.5.2 Proposal Exchange	3
1.5.3 Modifications, Counterproposals	4
1.5.4 Meetings	4
1.5.5 Negotiating Teams	4
1.5.6 Evidence of Tentative Agreement	4
1.5.7 Extension of Time Limits	4
 2. DISTRICT – ORGANIZATION RELATIONS	 4
2.1 Managerial Rights	4
2.1.1 Retention	4
2.1.2 Delegation	4
2.1.3 Assignment of Additional Responsibilities	<del>4</del> 5
2.2 Association Rights	5
2.2.1 Recognition and Cooperation	5
2.2.2 Dues Deductions	5
2.3 Work Interruptions	5
2.3.1 No Strike	5
2.3.2 Disavowal	5
2.4 Grievance Procedure	6
2.4.1 Grievance Definition	6
2.4.2 Grievance Form	6
2.4.3 Failure to Answer	6
2.4.4 Time Limits	6
2.4.5 Purposes of Grievance Meetings	6
2.4.6 Representation	6
2.4.7 Step One	6
2.4.8 Step Two	7
 3. COMPENSATION	 7
3.1 Salaries	7
3.1.1 Base Salary Increases	7

	PAGE
3.1.2 Longevity	8
3.2 Insurance	8
3.2.1 Health Insurance Program	8
3.2.2 Life Insurance	10
3.3 Other Compensation Matters	10
3.3.1 Conferences	10
3.3.2 Mileage Rate	<del>10</del> 11
3.3.3 Loss or Damage to Clothing	11
3.3.4 Graduate Course Reimbursement	11
3.3.5 Professional Dues	11
4. PAID TIME OFF	11
4.1 Vacation and Holidays	11
4.1.1 Vacations	11
4.1.2 Holidays	<del>11</del> 12
4.2 Sick Leave	12
4.2.1 Number and Uses	12
4.2.2 Injury or Illness	12
4.2.3 Family Illness or Injury	12
4.2.4 Bereavement	12
4.2.5 Personal	12
4.2.6 Workers' Compensation	13
4.2.7 Pregnancy	13
4.2.8 Benefits After Retirement	13
4.2.9 Sick Bank	13
4.3 Other Paid Time Off	14
4.3.1 Jury Duty	14
4.3.2 Authorized Leave	14
4.3.3 Discretionary Leave	14
5. MISCELLANEOUS	14
5.1 Personal File	14
5.2 Work Away From Site	15

	PAGE
5.3 District/Association Committee	15
5.4 Snow Day Reporting	15
5.5 Pro-Rata Benefits	15
SUBSCRIPTION	16
APPENDIX A – Grievance From	17
APPENDIX B – Insurance Waiver	18

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

#### PREAMBLE

The Board of Education of the Orchard Park Central School District, having recognized the Orchard Park Office Administrators Association as the exclusive representative for the purpose of collective negotiations and the settlement of grievances of employees of the Orchard Park Central School District in the following unit:

Included: All District-wide administrators, supervisors, and administrators assigned to the District's central office.

Excluded: All Assistant Superintendents, building level administrators and all other employees of the District.

The Superintendent of Schools of the District and the Association now agree to the following:

#### ARTICLE 1. PERTAINING TO THIS AGREEMENT

##### Section 1.1 Definitions

- 1.1.1 "District" means the Orchard Park Central School District and applies to all persons and bodies properly authorized to act on behalf of the District.
- 1.1.2 "Board" means the Board of Education of the District and applies only when it is intended that the Board itself shall act or refrain from action.
- 1.1.3 "Superintendent" means the person appointed by the Board to serve on a regular or acting basis as the Superintendent of Schools.
- 1.1.4 "Unit" and "Negotiating Unit" each mean the employer-employee negotiating unit recognized by the Board as set forth in the Preamble of this Agreement.
- 1.1.5 "Association" means the Orchard Park Central Office Administrators Association.
- 1.1.6 "Employee" means a person who is described in the Preamble.
- 1.1.7 "Party" means the Superintendent of Schools of the District or the Association.
- 1.1.8 "Parties" means the Superintendent of Schools of the District and the Association.
- 1.1.9 "Agreement" means this Agreement, all appendices referred to in this Agreement, and all amendments to this Agreement.

- 1.1.10 “Amendment” means a change in the provisions of this Agreement made during its term by mutual consent of the parties.
- 1.1.11 “Fiscal Year” means the period which begins at 12:01 am on July 1<sup>st</sup> of each year and ends at midnight on the next following June 30<sup>th</sup>.
- 1.1.12 “Active payroll” means those employees who are being paid for actually working or for paid time off allowed by this Agreement or who are on leave of absence while being paid workers’ compensation or disability benefits pursuant to New York State Law. An employee who is on layoff or who is on unpaid absence is not on the active payroll.
- 1.1.13 “Execution date” means the date on which the duly authorized representatives of both parties signed this Agreement, but if the parties’ representative signed on different dates, then it shall be the date on which the last of them signed. In either case, the execution date so determined shall be noted in the space provided therefore under the heading “SUBSCRIPTION” of this Agreement.
- 1.1.14 Giving notice to the District means giving notice in writing to the Superintendent by delivering it to him in person or by sending it to him by postpaid registration or certified mail or telegram addressed to him at the Orchard Park Central School District, 2240 Southwestern Blvd., West Seneca, NY 14224.
- 1.1.15 Giving notice to the Association means giving notice in writing to the President of the Association by delivering it to him in person or by sending it to him by postpaid registered or certified mail or telegram addressed to him at his home address as shown on the books of the District.

### Section 1.2 Term and Copies

- 1.2.1 The term of this Agreement begins at 12:01 am on July 01, 2017 through midnight June 30, 2020.
- 1.2.2 As soon as practicable after the Execution Date, the District shall furnish an electronic copy of the revised Agreement to the Association’s president.

### Section 1.3 Interpretation and Legal Effects

- 1.3.1 Except when this Agreement says otherwise the following rules apply in interpreting this Agreement:
- (a) A word used in the masculine gender applies also in the feminine.
  - (b) A word used in the singular number applies also in the plural.
  - (c) This Agreement speaks as of the time it is being applied.
  - (d) Each provision in this Agreement is severable from every other provision.
  - (e) Language in this Agreement is construed as strictly against one party as against any other. It is immaterial which party suggested it.

(f) Each lettered appendix referred to in this Agreement (for example, "Appendix A") is part of this Agreement and is incorporated in this Agreement by this reference.

1.3.2 This Agreement constitutes the entire and complete record of the binding commitments between the parties made during the course of negotiations which led to this Agreement. From and after the Execution Date of this Agreement, no other documents shall constitute a binding commitment between the parties unless it is (i) dated on or after such Execution Date and (ii) signed by a duly authorized representative of each party. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the discretion and control of the District.

1.3.3 No provision of this Agreement shall be interpreted so as to be in conflict with any provision of law. If this Agreement requires a party or a person to do anything that is prohibited by law, the obligation is invalid, but all other obligations imposed by this Agreement remain valid.

1.3.4 Any provision of this Agreement which refers to a law, rule or regulation is intended to be and shall be interpreted as being only a descriptive summary of such law, rule or regulation. With respect to the subject matter of any such provision of this Agreement, it is the intention of the parties that the provisions of the cited law, rule or regulation shall control. As used in this paragraph 1.3.4, "rule or regulation" does not include a rule or regulation adopted by the District.

#### Section 1.4 Amendments

1.4.1 During the term of this Agreement, neither party shall have the right to insist upon negotiating any matter whether or not referred to in this Agreement. However, either party may propose an amendment to this Agreement and the other party may or may not agree thereto.

1.4.2 No provision of this Agreement may be deleted, waived or changed, and no provision may be added to this Agreement by implication or by any other means other than a written and dated amendment to this Agreement signed by authorized representatives of each party.

#### Section 1.5 Negotiation of a Successor Agreement

1.5.1 Notice: If either party desires to negotiate a successor to this Agreement, it shall so notify the other party in writing.

1.5.2 If notice is given pursuant to paragraph 1.5.1 of this Agreement, the party giving such notice must transmit therewith not less than ten (10) copies of its written proposals for changing, adding to, or deleting from the provisions of this Agreement. Not later than the fifteenth (15<sup>th</sup>) day following receipt of this notice and such proposals, the other party must transmit to the notifying party not less



than ten (10) copies of its written proposals for changing, adding to, or deleting from the provisions of this Agreement.

- 1.5.3 After the exchange of proposals required by paragraph 1.5.2 of this Agreement, either party may modify or withdraw any one or more of its own proposals and may submit counter-proposals with respect to the subject matter of the other party's proposals. Such modifications of proposals and such counter-proposals must be reduced to writing by the party making them upon request of the other party.
- 1.5.4 Following the notification being given as required by paragraph 1.5.1 of this Agreement, the parties shall agree upon a first negotiation meeting date, time and place which shall not be later than the date required by paragraph 1.5.1 of this Agreement. At that meeting and each subsequent meeting, the parties shall set the date for the next collective negotiations meeting, if any, but such date may be changed thereafter by mutual consent of the principal spokesmen for the parties.
- 1.5.5 Each party shall transmit, with the proposals required by paragraph 1.5.2 of this Agreement, the name, address and telephone number(s) of its principal spokesman for collective negotiations and the name of each member of its negotiating team. All correspondence with respect to the negotiations shall be conducted between the principal spokesmen.
- 1.5.6 Each provision of a new or modified agreement which has been tentatively agreed to by the negotiation teams of both parties, as evidence of such tentative agreement, shall be reduced to writing, dated with the date upon which tentative agreement was reached, and initialed by the principal spokesmen of each party.
- 1.5.7 Any time limit specified in this Section 1.5 may be extended by mutual consent of the parties. Neither party shall withhold its consent unreasonably.

## ARTICLE 2. DISTRICT – ORGANIZATION RELATIONS

### Section 2.1 Managerial Rights

- 2.1.1 The District and the Association recognize that, subject only to the provisions of this Agreement, the management, direction and control of the District's business, operations and personnel are exclusively the function of the District's Board and Superintendent. It is the intent of the parties that all rights, powers, prerogatives and authorities of the Board and Superintendent are retained by them except to the extent that they are specifically abridged or modified by this Agreement.
- 2.1.2 Any act which this Agreement requires to be carried out by the Superintendent may be carried out by another person designated by the Board in the Superintendent's place.

- 2.1.3 The Superintendent of Schools, at his discretion, may assign additional responsibilities to unit members.

### Section 2.2 Association Rights

- 2.2.1 The District continues to recognize the Association as the exclusive representative of the employees in the negotiating unit for the purpose of collective negotiations and the administration of grievances. Such recognition shall continue for the maximum period permitted by law. The Association agrees to use all proper methods to secure the fullest cooperation of the employees it represents in attaining their adherence to, and faithful performance of, provisions of this Agreement and the provisions of the highest standards of service to the community.
- 2.2.2 The District will make deductions for dues of the Association and its affiliates from paychecks of employees who voluntarily submit to the District's business office a written, signed and dated authorization for such deduction. The authorization shall remain in effect until the employee submits to the District's business office a written, signed and dated revocation thereof. Deductions shall be made in equal installments from the first paycheck in September to the first paycheck in January, inclusive. The total amount of dues to be deducted from each paycheck shall be certified to the District's office in writing by the Association's president from time to time. The dues so deducted shall be transmitted by the District to the Association at least monthly. The Association shall hold the District harmless from any and all claims, demands and liabilities alleged to arise out of the operation of this paragraph 2.2.2.

### Section 2.3 Work Interruptions

- 2.3.1 The Association, its officers or agents, or the employees, must not call, sponsor, advocate, engage in, or assist in any strike, slowdown, or work stoppage.
- 2.3.2 If an employee, either singly or in concert with other employees or persons, does or threatens to do any act mentioned in paragraph 2.3.1 of this Agreement, the Association must, at the District's request:
- (1) Give the Superintendent written notice signed by an authorized representative that it has not done or threatened to do any such act and that it disavows such act or threat, and
  - (2) Instruct the employees and persons concerned in writing to cease doing such act or threatening to do it and give to the District a copy of such instructions.

Section 2.4 Grievance Procedure

- 2.4.1 The District and the Association recognize the importance of an orderly, clearly definitive procedure for processing alleged grievances for employees included in the Unit. For the purpose of this Agreement, a grievance is defined as any claimed violation, misapplication or misinterpretation of any express provisions of this Agreement, but a grievance cannot be submitted with respect to any matter (i) referred to in paragraph 2.1.1 of this Agreement, or (ii) any matter which the law requires to be handled by some procedure other than this grievance procedure.
- 2.4.2 A written grievance must be submitted on the form shown in Appendix A. If any question of the form is not answered with the required information, the District need not consider the grievance.
- 2.4.3 Failure at any step of this grievance procedure to communicate a grievance answer to the grievant within the specified time limits shall permit the lodging of an appeal at this next step of the procedure within the time which would have been allotted had the decision been communicated on the last day of the specified time period.
- 2.4.4 In all cases of time limits provided in this Section 2.4, the computation of working days shall exclude Saturdays, Sundays, and paid holidays set forth in this Agreement. It is essential that the time limits set forth in this Section 2.4 be strictly adhered to by the parties and the employees. However, the parties may by mutual consent extend any such time limit, provided that any such extension is evidenced by a written memorandum, dated and signed by an authorized representative of each party. Consent to an extension must not be withheld unreasonably by either party.
- 2.4.5 The purpose of the meetings required or permitted at Steps One and Two is twofold. The first purpose is to bring out all the facts relevant to the grievance. All persons who have knowledge of such facts are obligated to bring them forth at such meetings. The second purpose is to explore possible settlements of this grievance.
- 2.4.6 A grievant is entitled to be accompanied at all steps of the grievance procedure by a representative or representatives of his choice. The District may be represented at all steps of the grievance procedure by a representative or representatives of its choice. If either party or any person intends to be represented by an attorney or attorneys at any grievance meeting, that party or person must give sufficient advance notification thereof to the other party and persons to allow them to have counsel present.
- 2.4.7 Step One. To bring the processing of a grievance, the grievant must orally state his grievance to the Superintendent. This must be done not later than the tenth day after the day on which the District's act that is the subject of the grievance

took place or on which the grievant first knew or reasonably should have first known of that act. If an act of the District may be considered to be a “continuing act”, then the grievant must submit the grievance on the tenth working day after the day on which the “continuing act” began or on which the grievant first knew or reasonably should have first known that the “continuing act” had begun. A grievance not submitted on or before that tenth working day is barred and the District need not consider it. The Superintendent shall meet and discuss the grievance with the grievant on the day the grievance is submitted or on the first or second working day thereafter. Others who have knowledge of the matter shall also meet with the Superintendent if he so requests. The Superintendent shall give to the grievant the Superintendent’s oral answer to the grievance not later than the fourth working day after the day on which the grievance was orally submitted. If the grievant is not satisfied with the Superintendent’s oral answer to the grievance, then he shall so notify the Superintendent in writing by filling out all parts of the grievance form, signing it, dating it, and submitting it to the Superintendent’s office not later than the fifth working day after the day on which the grievant was given the Superintendent’s oral answer. The Superintendent shall give to the grievant the Superintendent’s written answer to the grievance not later than the fifth working day after the day in which the Superintendent received the grievance form.

- 2.4.8 Step Two. If the grievant is not satisfied with the Superintendent’s written answer, the grievant must so notify the Superintendent in writing not later than the third working day after the day on which the grievant was given the Superintendent’s written answer. If the notice is not given on or before that third working day, the grievance is deemed settled by the Step One answer. Not later than the fifth working day after the next regular meeting of the Board which succeeds the day on which the Superintendent received the notice, the Board of Education, or an ad hoc committee thereof, shall meet with the Superintendent and the grievant to discuss the grievance. Others who have knowledge of the matter shall also meet with the Board or its committee if it so requests. The Board shall give to the grievant its written answer to the grievance not later than the tenth working day after the grievance meeting. The Board’s answer may be appealed to the Commissioner of Education pursuant to Section 310 of the Education Law.

## ARTICLE 3. COMPENSATION

### Section 3.1 Salaries

- 3.1.1 The District shall increase the base salary of each covered administrator as follows:

<u>Effective Date</u>	<u>Increase</u>
July 01, 2017	2.9 %
July 01, 2018	2.9 %
July 01, 2019	2.9 %

- 3.1.2 As longevity compensation, the District will pay each administrator, who was hired and joined the Association prior to July 1, 2009, therefore the amount(s) opposite their years of service to the District. The amounts will be paid on a cumulative basis, but will not compound as a part of a schedule. The payments due hereunder will be made on or about July 1<sup>st</sup> of the calendar year in which an administrator completes or will complete the number of years of District service required.

<u>Years of District Service</u>	<u>Amount</u>
5 years	\$1,000
10 years	750
15 years	750
20 years	750
25 years	750

Association members hired on or after July 1, 2009 will not be eligible for longevity compensation.

### Section 3.2 Insurance

- 3.2.1 Health Coverage: The District shall continue to make available to members:
- (a) Single or family coverage, as the circumstances of the Association member warrant.
- (b) The designated carrier initially will be Blue Cross and Blue Shield (BCBS) and the base plan will be BCBS Point of Service (POS). The POS plan will include a \$15 office visit co-pay, a three tier Rx co-pay structure of \$7/\$25/\$40, zero co-pay for children doctor visits, inpatient hospitalization covered in full, one co-pay for a ninety day supply of mail order Rx, a \$250 lifestyle benefit, 25/25 dependent/student coverage, and guest membership benefits.

The District and the employee shall share the cost (i.e., the premium equivalents) of such coverage as follows:

<u>School Year</u>	<u>District Share</u>	<u>Employee Share</u>
2017-18	90%	10%
2018-19	89%	11%
2019-20	88%	12%

Any employee first hired into a position within the unit on or after July 1, 2013 shall pay 12% of the cost (i.e., the premium equivalents) of such coverage, with the District paying the remaining 88%.

The employee's share shall be paid through payroll deduction.

(c) Association members may optionally enroll in the BCBS Traditional Plan or the BCBS Preferred Provider Organization (PPO) Plan selected by the District, provided the Association member in advance pays the difference in premium costs between the District's cost for the above BCBS POS Plan and the chosen Traditional or PPO Plan.

(d) The District will have the option of providing equal or better coverage than that specified above through another carrier(s). The District shall be responsible for keeping health insurance in force; and to pay the monthly premium for the applicable coverage while the Association member is on the District's active payroll and in accordance with the terms of this contract.

(e) Health Reimbursement Arrangement (105h): Each administrator participating in the health insurance program set forth in Section 3.2.1, or any other qualifying health insurance program under the Affordable Care Act, shall further participate in a Health Reimbursement Arrangement to be administered by the District or its designee. An administrator enrolled in single health insurance coverage shall be credited with the amount of \$5,300 annually which shall be placed in the administrator's Health Reimbursement Arrangement effective on July 1<sup>st</sup> of the school year (and which shall be pro-rated if the administrator was not enrolled in the District-provided health insurance coverage for the 12 months preceding July 1<sup>st</sup>). An administrator enrolled in family health insurance coverage shall be credited with the amount of \$5,458 annually which shall be placed in the administrator's Health Reimbursement Arrangement effective on July 1<sup>st</sup> of the school year (and which shall be pro-rated if the administrator was not enrolled in the District-provided health insurance coverage for the 12 months preceding July 1<sup>st</sup>). The account balance shall be available to the administrator as permitted by law, and shall in all respects be operated by the District in accordance with law.

(f) All the foregoing will be subject to review annually by a committee designated by the parties for the purpose of determining whether any changes to carrier or benefits may be appropriate, subject to the approval of both parties.

(g) The District shall continue to make available to each employee the foregoing health insurance plans with the following restrictions:

- (1) Unit members with a spouse employed full-time by the District and having no dependents, the District shall provide two (2) single plans.
- (2) Unit members with a spouse employed full-time by the District and having dependents, the District shall provide one (1) family plan.

The District will reimburse administrators who choose not to have the coverage under the plan described above. Such reimbursement shall be in the amount of \$1500 per year. Reimbursement payments will be distributed on a "pay period" basis, Partial years of service will receive pro-rated payment based upon days of employment. In-lieu disclosure form (see Appendix B) is to be submitted at time of district open enrollment and will become effective as soon as practical, however no later than the start of the new health care plan year. Such in lieu payment shall apply only to members of the unit who have a spouse employed full-time by the District who is eligible for health insurance coverage. For those members of the bargaining unit who have a spouse eligible for health insurance coverage through an employer other than the District, who choose not to receive coverage under the plans described above, the in-lieu payment shall be \$2500, paid in the same manner as set forth in this provision. Should the spouse lose coverage for any reason, or be provided diminished medical coverage, the employee may once again receive coverage through the District. Both current and new members of the unit are eligible for the \$2500 in-lieu payment.

The District shall have the option of providing equal or better coverage through another carrier or carriers or by self-insurance. The operation of the health insurance coverage referred to herein shall be governed in every respect by the regulations of the carrier and the provisions of the subscriber's contract. The District's sole responsibilities with respect to the operation of such coverage shall be to: (i) keep the insurance or self-insurance in force, (ii) provide necessary data on reasonable request, and (iii) pay the monthly premium for each eligible employee who has chosen such coverage while the employee is on the active payroll.

- 3.2.2 The District shall purchase a life insurance plan for each employee of the Association in the amount of \$100,000 per employee.

### Section 3.3 Other Compensation Matters

- 3.3.1 When an employee attends a conference with the approval of the Superintendent, he shall be reimbursed for expenses approved by the Superintendent. He shall suffer no loss in pay while attending the conference.
- 3.3.2 If an employee, with the approval of the Superintendent, uses his personal automobile while traveling on District business, he will be reimbursed for such travel at the rate established by the Internal Revenue Service.

- 3.3.3 An employee shall be reimbursed for loss or damage to his clothing or other items of wearing apparel resulting from action which occurred while the employee was engaged in the proper exercise of his responsibilities while in the employment of the District. Such reimbursement shall not exceed \$500.00 per incident and shall be made on presentation of (a) appropriate evidence of the cost of repair or replacement and (b) the employee's written waiver of all further claims against the District for such loss or damage.
- 3.3.4 When the District directs an employee to take graduate or in-service courses it shall reimburse each employee for his/her expenses upon presentation of satisfactory evidence of completion of the graduate or in-service course. Reimbursement is limited to tuition, travel expenses, supplies and texts upon provision to the District of satisfactory proof of such expenses.
- 3.3.5 Each employee shall be entitled to the amount of \$850 annually to pay professional dues or for professional growth. A maximum of three hundred such dollars may be used for professional growth such as, but not limited to, the purchase of professionally related items, conferences, seminars, etc.

#### ARTICLE 4. PAID TIME OFF

##### Section 4.1 Vacation and Holidays

- 4.1.1 During each fiscal year, except during the first fiscal year in which an employee works for the District, each twelve month employee shall be entitled to twenty (20) work days off without loss of pay as vacation. During the first fiscal year, such employee shall receive a portion of twenty (20) work days off equal to the portion of 12 months which remains in that fiscal year following his first day of work. Vacation work days off shall be taken at times mutually agreed on by the Superintendent and the employee concerned, and the Superintendent shall provide some flexibility in granting such days when students are in attendance. Employees with ten (10) years' service to the District will be entitled to twenty-five (25) work days vacation.

Administrators shall be entitled to carry over up to twelve (12) days with the approval of the Superintendent. Vacation days shall not exceed thirty-two (32) days in any given year. Any days not used or carried over in any given year may be used in exchange for days missed relative to sick leave days within the same school year. Any days not used in the above manner(s) shall be forfeited, except that after ten (10) years of employment and/or at retirement an administrator may sell back to the District twenty (20) vacation days, at 1/200<sup>th</sup> of their then current salary.

- 4.1.2 An employee shall have off, without loss of pay, each of the following holidays which falls during his regular work schedule:
- (a) Independence Day



- (b) Labor Day
- (c) Columbus Day
- (d) Veteran's Day
- (e) Thanksgiving Day
- (f) Day after Thanksgiving Day
- (g) Day before Christmas Day
- (h) Christmas Day
- (i) New Year's Day
- (j) Martin Luther King Day
- (k) Patriot's Day
- (l) Good Friday
- (m) Memorial Day

#### Section 4.2 Sick Leave

- 4.2.1 On the first day of each fiscal year, each employee shall be credited with twenty (20) leave days. Unused sick leave days may be accumulated and carried forward into succeeding years, but not to exceed 240 days. An employee may use his sick leave days for the purposes and upon the conditions stated in the succeeding paragraphs of this Section 4.2.
- 4.2.2 An employee may use sick leave days when he is unable to work because he has sustained an injury or he is ill.
- 4.2.3 An employee may use his sick leave days when he needs to be absent to care for a member of his immediate family who is ill or injured. As used in this paragraph 4.2.3, immediate family includes only the employee's spouse, child, parent, brother, sister, grandchild, grandparent, parent-in-law, or another relative who resides permanently in the employee's household. An employee may not use more than seven sick leave days for this purpose in any fiscal year.
- 4.2.4 An employee may use five sick leave days per occasion for the purpose of attending the funeral of a member of his family and for the purpose of taking care of related matters. For the purposes of this paragraph 4.2.4, immediate family includes only employee's spouse, child, parent, parent-in-law, brother, sister, grandparent, and grandchild or other person for whom the employee can prove to the satisfaction of the Superintendent direct responsibility.
- 4.2.5 An employee may use up to five (5) sick leave days in one fiscal year for:
- (i) personal business which cannot be conducted outside of school hours or on days when school is not in session, or
  - (ii) matters of an emergency nature, or
  - (iii) religious observance to the extent necessary to make a reasonable accommodation to the employee's religious beliefs. Each employee may take these personal days with full pay and without reason.
- (a) the employee shall give the Superintendent at least one day's notice of the need to use a sick leave day for one of these purposes, but the notice

requirement need not be met when the purpose for the leave is an emergency in which case the employee shall give the Superintendent as much notice as is reasonable under the circumstances.

4.2.6 When an employee is absent from work on days for which he is receiving Workers' Compensation Benefits, he may use sick leave days provided that, when he receives the Workers' Compensation award, he shall assign to the District so much thereof as represents lost wages.

4.2.7 An employee may use sick leave days when he is disabled from working because of pregnancy or the post-partum effects thereof.

4.2.8 Benefits After Retirement – Any employee eligible to retire in accordance with the regulations of New York State Teachers Retirement System or the New York State Employees Retirement System, who has been employed by the District a minimum of ten (10) years of active service; with five months written notification of retirement (thirty (30) days in the case of a New York State retirement incentive), shall be entitled to the following:

Each individual shall receive \$4500 per year for life (family) or \$2300 for life (single) to be applied to the payment of health costs incurred at the option of the employee. A surviving spouse shall receive \$2150 per year for life to be applied to the payment of health insurance premiums or any other health costs incurred.

Amounts and conditions described above may not be changed or altered, either negatively or positively, after the individual retires, through successor Agreements, or any other means, including but not limited to Policies of the Board of Education.

The notice of retirement must be delivered to Superintendent (or designee), and once delivered, may only be withdrawn with joint approval of both parties.

4.2.9 A Sick Leave Bank shall be maintained from year to year by District and volunteer deductions from accumulated sick leave credited to the Bank. In the first year of the Agreement each administrator may contribute up to ten (10) days of accumulated sick leave to the Bank, which the District will match. In subsequent years, each administrator may contribute a maximum of five (5) days per year to the Bank, from accumulated sick leave. The District will be non-contributory after the first year.

An administrator who is not able to work because of a prolonged illness or injury and who has exhausted all other sick leave and vacation days may make application to the Bank for the use of days after three (3) days waiting period.

A total number of days in the Bank at the start of a school year, including new days credited, may not exceed 270 days.

The Sick Bank Committee shall consist of two (2) Association representatives and the Superintendent's designee. The Committee shall decide on the number of days that any one administrator may be eligible to use. The Committee may request statements from the administrator's physician. Decision of the Committee shall be by majority vote.

#### Section 4.3 Other Paid Time Off

- 4.3.1 An employee who is required to serve on a jury shall be allowed to do so without loss of pay provided that he meets each of the following conditions:
- (a) He notifies the Superintendent not later than the first work day after the day he receives the summons to jury duty.
  - (b) He cooperates with the District in seeking to have such duty delayed to a time more convenient to the District.
  - (c) He reports to duty on any days or parts of days during which he is not actually required to serve.
- 4.3.2 The District may authorize other leave, with or without pay, to an employee who has exhausted his sick leave days.
- 4.3.3 Effective July 1, each administrator shall be credited with five (5) discretionary leave days with pay per year. Such leave may only be taken during scheduled recess periods, i.e., summer, December, February, and spring. The administrator must notify the Superintendent of Schools or his designee in writing prior to the use of such days.

Each administrator at his or her discretion may return to the District a maximum of five (5) discretionary leave days per year. Such administrators shall be reimbursed 1/200<sup>th</sup> of their then current annual base salary for each day returned. Requests for the return of days must be received by the Superintendent of Schools or his designee by May 15<sup>th</sup>.

#### ARTICLE 5. MISCELLANEOUS

- 5.1 An employee shall have access during regular central office business hours to a personnel file maintained in the central office concerning his employment with the District. He shall be permitted to review the entire contents of that file except for confidential reference materials. He shall have the right to be accompanied during such review by a representative of the Association. Such review shall be conducted in the presence of the Superintendent or his designee. Upon each such review, the employee and the Association representative, if any, shall sign a log showing the date the review was conducted. The employee shall have the right to have any document in the file reproduced for the standard charge made by the

District for reproduction. The employee (and the Association representative present, if any) shall date and initial each document in the file during the course of his review. The employee shall have the right to submit a statement in rebuttal to any document in his file provided that the rebuttal statement is signed by the employee, is dated with the date the employee offers it for submission to the file, and clearly identifies the document intended to be rebutted. When such a rebuttal statement is submitted, it will be placed in the file attached to the document intended to be rebutted.

- 5.2 At times it may be desirable or necessary for administrators to perform functions of their position away from school facilities. Thus administrators may schedule their work during school recesses according to the responsibilities to be fulfilled. As such, the administrator should request approval from the Superintendent for the use of such days.
- 5.3 The parties recognize the importance of the study, research and discussion of current and future problems. The District and the Association agree to establish a forum which will meet on a regular basis to discuss concerns. The Association and the Superintendent (and designees) shall be present at such meetings. The structure and operation of the forum will be established by a joint District/Association Committee.
- 5.4 Snow Day Reporting: Association members may be requested to report for up to 3 hours on snow days, assuming safe travel conditions and no extenuating child care needs for the employee. The determination of whether the Association member is able to report shall be left to the employee's professional judgment.
- 5.5 Pro-Rata Benefits: The benefits provided in sections 4.1 (vacation), 4.2 (sick leave days) and 4.3.3 (discretionary leave days) shall be pro-rated in any school year in which an administrator in the Association does not serve the full school year because the administrator either begins or terminates employment in a position in the Association during the course of the school year. The District shall be permitted to recover any over-payment made to an administrator through all available means, including payroll deduction from any payments still due to the administrator.

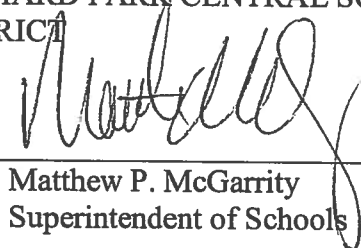
SUBSCRIPTION

In witness of all of the foregoing, the Superintendent and the President of the Association have signed their names below.

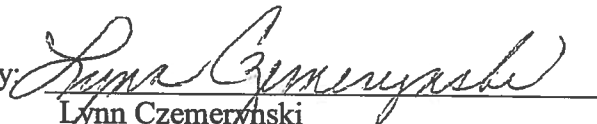
ORCHARD PARK CENTRAL SCHOOL  
DISTRICT

ORCHARD PARK CENTRAL OFFICE  
ADMINISTRATORS ASSOCIATION

By:

  
\_\_\_\_\_  
Matthew P. McGarrity  
Superintendent of Schools

By:

  
\_\_\_\_\_  
Lynn Czernyanski  
President, OPCOAA

Execution Date:

\_\_\_\_\_ 2/9/17 \_\_\_\_\_