
AGREEMENT

by and between the
SUPERINTENDENT OF SCHOOLS

of the
**HORSEHEADS CENTRAL
SCHOOL DISTRICT**

and
**CSEA, Local 1000 AFSCME,
AFL-CIO**



Horseheads CSD Custodial, Maintenance,
Food Service & Monitors Unit #6355-00
Chemung County Local 808

July 1, 2022 - June 30, 2027

If you have a question about this contract, please ask the CSEA President, or a steward in your workplace. If you feel your rights under this contract have been violated, immediately contact your Unit President or another Union Officer.

CSEA Local 839

Unit 6355-00

Unit President: Kevin Clark

Your CSEA Labor Relations Specialist is:

JoAnn Mastronardi

(607) 772-1750

CSEA Binghamton Satellite Office

71 State Street, Binghamton, NY 13901

The following CSEA staff professionals can be reached at the CSEA Central Region Office:

Political Action Coordinator – Josh Schick

Occupational Safety & Health Specialist – Josh Kemp

Communications Specialist – Nicholas Newcomb

CSEA Central Region Office

6595 Kirkville Road, E. Syracuse, NY 13057

(800) 559-7975

(315) 433-0050

Kenneth Greenleaf, President

Bob Riley, Region Director

CSEA Headquarters

143 Washington Avenue

Albany, NY 12210

Web Page: www.cseany.org

(800) 342-4146

(518) 257-1000

Civil Service Test Prep Booklets

WORK Institute

1-866-478-5548

Employee Benefit Fund

(Dental & Vision)

1-800-323-2732

Gina Tralongo, Senior Benefits Specialist

-see inside back cover for more information and member benefits-

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PREAMBLE

This Agreement is entered into July 1, 2022 by and between the Superintendent of the Horseheads Central School District, and the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO for the Chemung County Local 808, for the Horseheads Central School Custodial-Maintenance-Food Service-Monitors Unit #6355.

ARTICLE I. RECOGNITION

Section I.

The Employer recognizes the Civil Service Employees Association, Inc., Local 1000 AFSCME AFL-CIO as the sole and exclusive bargaining agent and representative for all Custodial, Maintenance, Food Service and Monitors included in the bargaining unit for the purposes of collective negotiations of all terms and conditions of employment and administration of grievances for the maximum period of time stipulated under Section 208 of the Public Employees' Fair Employment Act.

The Unit will consist of:

A. Those who encumber a position on a probationary, or permanent basis in one of these areas: Cleaner, Courier, Assistant Cook, Cook, Building Maintenance Mechanic, School Monitor, and Food Service Helper.

The parties agree that should the district add employees falling within these titles, these employees will be placed within this Unit. Exceptions to the above will be those supervisors in the non-instructional supervisor's unit.

Section II.

A. Dues Deduction

The Civil Service Employees Association, Inc., (CSEA) will have the exclusive rights to payroll deduction of dues, and Union sponsored insurance and benefit programs premiums for employees covered by this Agreement. Such dues, Security Term Life Insurance and Income Disability will be remitted (in a single check) to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, N.Y. 12210, on a payroll period basis. The Employer agrees that it will deduct from the wages of the members of CSEA, through no more than one payroll slot, and remit (in a single check) to the CSEA-sponsored insurance vendor, all other CSEA sponsored insurance deductions for those members of CSEA who sign authorizations permitting such payroll deductions. No other organization will be accorded payroll deductions privilege without the express consent and written authorization of the Civil Service Employees Association, Inc.

B. Direct Deposit

Direct deposit to any financial institution with direct deposit capability shall be the sole method of pay for all unit members.

Section III. Access to Employees

The Union and its designated agents shall have the sole and exclusive right of access to members of the bargaining unit during working hours to explain Civil Service Employees Association - sponsored benefits and programs.

The employer agrees that no other representative or organization offering benefits or programs similar to those offered or sponsored by the Civil Service Employees Association, Inc. shall be provided access to bargaining unit employees. The employer further agrees that it will not permit any other organization or union to hold meetings for the purpose of discussing terms and condition of employment, or be provided meeting space, on property or premises owned or occupied by the Horseheads Central School District during the period Civil Service Employees Association, Inc. is legally recognized as the bargaining agent for the members of this unit.

Section IV. Information

On the effective date of this Agreement, the employer shall supply to the Civil Service Employees Association, Inc. Custodial-Food Service's Unit President a list of all employees in the bargaining unit showing the employee's full name, home address, job title, work location, and first date of employment. Such information shall hereafter be provided to the Civil Service Employees Association, Inc. Custodial-Food Service and Monitors' Unit President when requested but no more frequently than on a quarterly basis.

When any personnel are hired, terminated, or transferred, the President of the Unit shall be notified within five (5) working days in writing as to the effective date of the employment, termination, or transfer, name of individual, salary, step, classification and location of the job.

Section V. Reciprocal Rights

1. The employer recognizes the rights of the employees to designate representatives of the Civil Service Employees Association, Inc. to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this contract. Such employee representative shall also be permitted to appear at public hearings before the legislative body upon the request of the employees.

2. The employer and the Civil Service Employees Association, Inc. shall administer their obligations under this contract in a manner which shall be fair and impartial to all employees and shall not discriminate against any employee by reason of sex, nationality, race, creed or age.

3. The Civil Service Employees Association, Inc. agrees to do its utmost to see that its members perform their respective duties loyally and continuously under the terms of this agreement and will use its best endeavors to protect the interests of the employer to conserve property, protect the public and give service of the highest quality.

4. The Civil Service Employees Association, Inc. shall be permitted to post notices and other communications on bulletin boards maintained on the premises and facilities of the Employer, subject to the approval of the contents of such notices and communications by the Board or the Assistant Superintendent for Administrative Services.

5. The officers and agents of the Civil Service Employees Association, Inc. shall have the right to visit the Employer's facilities for the purpose of adjusting grievances and administering the terms of this contract. The Unit President or his/her designee shall be designated or elected for the purpose of adjusting grievances or assisting in the administration of this contract. Such person shall be permitted a reasonable amount of free time from his/her regular duties in order to fulfill his obligations in this regard. It is understood and agreed that except in the case of an extreme emergency, the immediate supervisor shall be given at least forty-eight (48) hours notice in advance of the time during which an employee will be absent from work for this purpose. In case of emergency the person will notify the immediate supervisor prior to the meeting.

6. Employee Organization Leave - Members of the bargaining unit who are elected or appointed officers or officials of the Civil Service Employees Association, Inc. shall have the right to leave, without charge to accumulated credits, for the conduct of Union business as follows:

- A. An employee who is a member of the Civil Service Employees Association, Inc. Board of Directors shall be granted two days leave per year, without charge to accumulated credits, to attend Board of Directors meetings.
- B. An employee who is a delegate to the Civil Service Employees Association, Inc. Annual Convention shall be granted two days leave per year, without charge to accumulated credits, to attend the Civil Service Employees Association, Inc. Annual Convention.
- C. An employee who is an elected or appointed official of Region V Civil Service Employees Association, Inc. shall be granted two days leave per year, without charge to accumulated credits, to attend meetings and official functions as called by the Regional President.

7. Negotiation sessions will be scheduled by mutual agreement. If such sessions are scheduled during school hours, the Civil Service Employees Association, Inc. negotiation team shall be released to attend.

8. The officers and designated representatives of the Civil Service Employees Association, Inc. Unit shall be allowed reasonable time off with pay to process grievances.

9. **Bulletin Boards**

The Union will be permitted to use school bulletin boards to post notices of union meetings and other notices of union business. No notices will be posted or distributed except on this board. Its contents shall relate only to union activities and shall not be of a controversial nature.

ARTICLE II. SALARY AND COMPENSATION

A. Salaries

All employees will be placed on the proper step based upon employment in this school district only. This will be determined as of July 1. No present employee will have a wage decrease as a result of this schedule.

Starting Salaries -- Hourly			
	Cleaners	Maintenance	Courier
2022-2023	\$14.75	\$15.00	\$15.00
2023-2024	\$15.63	\$15.89	\$15.89
2024-2025	\$16.08	\$16.34	\$16.34
2025-2026	\$16.54	\$16.81	\$16.81
2026-2027	\$17.01	\$17.29	\$17.29

Starting Salaries -- Hourly			
	Food Service/Monitor	Cook	Assistant Cook
2022-2023	\$14.75	\$15.25	\$15.00
2023-2024	\$15.63	\$16.15	\$15.89
2024-2025	\$16.08	\$16.61	\$16.34
2025-2026	\$16.54	\$17.08	\$16.81
2026-2027	\$17.01	\$17.57	\$17.29

2. Increases for current staff. Salaries for those 12-month employees working for the District on June 30, 2022, shall be increased by the following:

For the school year 2022-2023, salaries are increased by 3.15% plus an additional \$1.40 per hour effective July 1, 2022.

For the school year 2023-2024, salaries are increased by 3.25% plus an additional \$.70 per hour effective July 1, 2023.

For the school year-2024-2025, salaries are increased by 3.80% effective July 1, 2024.

For the school year 2025-2026, salaries are increased by 3.80% effective July 1, 2025.

For the school year 2026-2027, salaries are increased by 3.80% effective July 1, 2026.

3. Payment for License

All employees who are appointed by the Board of Education and are required by the District to acquire any license to perform the essential duties of their jobs, will have the cost associated with the earning of any such license paid by the District. Once any (excluding CDL's) such license is obtained, that employee shall receive a two hundred fifty dollar (\$250) increase in his annual salary.

Any employee who maintains a license to care for the district swimming pool shall receive an annual stipend in accordance with the following schedule:

Year	Amount
2023-2024 and thereafter	\$500

The District reserves the right to determine if an employee is effectively using any special license and to discontinue the stipend should the employee not be using the license.

Should the license requirement subsequently be removed from the essential duties of the job, the salary adjustment shall be removed from the effected employee's salary. If the District requires an employee to gain an additional license, not required under that employee's job description, that employee shall receive additional compensation at the rate of Ten (\$.10) cents per hour.

4. Security On-Call Duty

Any maintenance employee directed to maintain the security phone and be available for immediate reporting to duty outside of their normal work schedule shall be paid an allowance equal to seventy five dollars (\$75.00) per week for the duration of the on-call period (Sunday - Monday). It is understood that should an employee receive a call, that employee shall respond and evaluate the situation, not merely pass the information on to other maintenance employees.

5. Summer Work Team Leaders

During the summer months, the District may designate a Summer Work Team Leader at a building/site. The Summer Work Team Leader will be responsible for coordination of work to be performed. Each Summer Work Team Leader selected by the District will be compensated an additional two hundred fifty (\$250) to be paid in the first pay period in September.

6. Custodial-Maintenance Promotion

- A. In the event that custodial-maintenance employees are promoted to a higher classification, their pay will increase by the dollar difference between the starting salaries.
- B. Paragraph a. above notwithstanding, any promoted employee shall receive a minimum increase of fifty (\$.50) cents per hour at the time of promotion or when

filling in for a non-instructional supervisor.

7. Rain Suit and Boots and Shirts- The District will provide one (1) rain suit and one (1) pair of boots for each building for the cleaners. The District will provide five (5) t shirts to each Cleaner, Maintenance Mechanic, and Courier upon commencement of the 2019-2020 school year. Thereafter, new hires shall receive five (5) shirts at the time of hire and returning employees shall receive two (2) shirts at the start of each school year. Any shirts damaged in the course of employment shall be replaced. Employees receiving the district-provided shirts are expected to wear them at work.

8. Longevity Schedule

A. 12 Month Employees

Twelve (12) month employees' shall receive a one-time longevity bonus payment on July 1 following the completion of their 10, 15, 20, 25, 30 and 35 years of District service.

Upon completion of 10 yrs.	\$300
15 yrs.	\$500
20 yrs.	\$700
25 yrs.	\$800
30 yrs.	\$900
35 yrs.	\$1,000

Longevity shall be added to the employee's annual base salary for the purposes of calculating salary increases.

B. Food Service Longevity

Food Service employees will receive a longevity increase of \$.08 per hour at steps 10, 15, 20, and 25.

9. Food Service Workers - Substituting in a Higher Classification:

Employees who temporarily fill in for Cooks or Assistant Cooks will be paid at the rate listed above or shall receive an additional sixty five (\$.65) cents to be added to their regular hourly rate, whichever is greater.

Employees who temporarily fill in for Senior Food Service Worker/Managers will be paid at the Cook rate listed above or shall receive an additional sixty five (\$.65) cents to be added to their regular hourly rate, whichever is greater.

Employees who temporarily fill in for Cook Managers shall receive an additional One-dollar and forty (\$1.40) cents to be added to their regular rates.

10. Promotion - Food Service Employees

In the event that food service employees are promoted to a higher classification, their pay will increase by the dollar difference between the starting salaries.

11. Clothing Allowance

A. Aprons and shirts - The District will provide each cook, assistant cook, and food service helper, with two (2) cloth aprons per year. Additionally, The District will provide each cook, assistant cook, food service helper and monitor with five shirts upon commencement each school year. Thereafter, new hires shall receive five shirts at the time of hire and returning employees shall receive two shirts at the start of each school year. Any shirts damaged in the course of employment shall be replaced. Employees receiving the district-provided shirts are expected to wear them at work. Food service employees understand that they must comply with the dress expectations laid out in the Food Service Handbook.

B. Shoe Allowance - The District will provide a \$60 annual allowance for each food service employee and monitor to be used toward the purchase of shoes with slip-resistant soles. Employees will receive this allowance on the first payday of each school year. Employees hired after the first pay day shall receive a pro-rated amount.

12. Banquet Time - Food Service Employee

A. Banquet time is to be compensated at time and one-half per hour. Banquet time is defined as night work, weekend work, and the fifteen (15) paid holidays as listed in the custodial section of the contract. Banquet work done after 3:00 p.m. will be paid at time and one half.

B. The School Lunch Director will maintain a list of employees in each cafeteria for the purpose of scheduling banquet time for the Food Service Helpers on a rotational basis. In circumstances where cooks are required or where help is needed without advance notice, the Director will use his judgment. Employees who decline to work will lose their turn in the rotation.

C. Banquet plans will be developed by the Director of Food Service or his designee and forwarded to the Cook Manager. The Cook Manager will discuss the scheduling of the additional work with the affected employees. Adequate additional time and/or staff will be scheduled as needed to perform the additional work. Any unit member who believes that the scheduled time is inadequate may contact the Director of Food Service who will review the situation and make a final determination.

- D. When a Food Service employee performs banquet work and is the only employee working, the employee will be paid fifty-percent (50%) of the difference between their current hourly rate and the starting rate for Second Cook at time and one-half. Cooks in the same circumstances will receive their regular hourly rate plus twenty (\$.20) cents per hour at time and one-half.

ARTICLE III. INSURANCE PLANS & PREMIUM CONTRIBUTIONS

The Horseheads Central School District Health Plan for health insurance is available to all full and part-time regular employees. Application must be initiated by the employee. Employee premium contributions for 12-month employees shall be deducted over 25 bi-weekly installments.

1. Employee contributions for all employees eligible to receive health insurance shall be as follows:

2022-2023 – 20% of the premium equivalent of a single, 2-person or family plan
2023-2024 – 20% of the premium equivalent of a single, 2-person or family plan
2024-2025 – 20% of the premium equivalent of a single, 2-person or family plan
2025-2026 – 20% of the premium equivalent of a single, 2-person or family plan
2026-2027 – 20% of the premium equivalent of a single, 2-person or family plan

Those employees working less than 4.5 hours per day may purchase the health insurance at their own expense.

2. Health Reimbursement Account 105h Plan

Any employee working less than four and one-half (4.5) hours who is not eligible for District health insurance shall receive annually effective October 1 a District contribution into a Health Reimbursement Account (105H) at the amount listed as follows: 4.0 hours - \$975.00/year, 3.0-3.9 hours - \$650.00 per year.

Said amounts shall be pro-rated for those employees hired after September 1 of any year. Any unused balance as of September 30 shall be forfeited by the employee and returned to the District.

In order to receive reimbursement for uninsured medical costs or premiums, the employee must submit detailed receipts or bills to the Employee Benefits Specialist. The Benefits Specialist shall submit the receipts to payroll and the employee shall receive reimbursement in his/her payroll check. Regular taxes shall be deducted.

3. Health Insurance Plan

Unit members will be enrolled in the District's Health Care Plan – the Blue Cross/Blue Shield Traditional "Classic Blue". Effective September 1, 2019, unit members will have the option of enrolling in the District's Health Care Plan under either Blue Cross/Blue Shield Option 3 Plan or Option 10 Plan.

Employees should refer to the complete Plan Document for the full details of all co-payments.

4. Health Insurance Opt-out

a. Full-time Employees who have access to health insurance coverage other than through the District shall be eligible to decline health insurance coverage from the District and receive payment of Four Thousand and Five Hundred (\$4,500.00) Dollars per contract year. This buy-out is not available to those employees working less than four (4.5) hours or who are otherwise not eligible for District Health Insurance.

Part-time Employees who have access to health insurance coverage other than through the District shall be eligible to decline health insurance coverage from the District and receive a pro-rated payment according to the schedule herein:

<u>HOURS WORKED</u>	<u>Pro-Rated Opt Out</u>
7.0	\$2726
6.5	\$2531
6	\$2337
5.5	\$2142
5	\$1947
4.5	\$1752
4	\$1558

b. The District agrees to provide employees with two options for payment of this benefit: One (1) payment the last pay in June; or two separate payments the first pay in December, last pay in June. The employee must designate their payment option at the time they request the buy-out option. Failure to do so will result in the District making one (1) payment the last pay in June.

Employees electing to decline such coverage shall notify the District prior to June 1st of each year. New employees shall notify the District within thirty (30) days of employment as to their election of health insurance coverage or buy-out option.

c. Employees who opt-out of the Health Insurance Plan shall provide to the District proof of

other coverage. Such proof shall be provided by the employee to the District upon request by the District at any time during the year and within five (5) days of such request. Should an employee be unable to provide proof of other coverage, then the employee shall be enrolled in the District's Health Insurance Plan on the first day of the month following the unfulfilled request and the buy-out payment shall be pro-rated to that date.

d. Should an employee lose such other coverage for any reason; the employee shall notify the District of such loss of coverage and shall be enrolled in the District's Health Insurance Plan on the first of the month following such notification and the buy-out payment shall be pro-rated to that time. Pro-ration shall be based on months per year. (1/12th of the total for each month out of the plan.)

e. Should this section of the contract at any time be deemed in violation of, or contrary to, any State or Federal law, rule, regulation or administrative order, the District and CSEA agree to mutually revise the section to bring the language into compliance, or if necessary, to remove the section from the collective bargaining agreement.

5. Health Plan Committee

The District will investigate alternative medical plans. The investigation shall center upon those alternatives that meet or exceed the benefits of the current medical plan. The District will cooperate with the Association in said investigation and should the parties determine that an alternate medical plan is available, and is mutually changed, the Association shall receive a portion of any cost savings the adopted alternative plan may realize.

6. Dental Coverage

Dental coverage will be provided to employees who request such coverage by October 1st of each contract year under the dental insurance plan known as Dental Plan 7- which includes \$750 lifetime orthodontics for dependents under 18.

The employee contribution for the Dental plan shall be the same percentage as the employee contribution to the health insurance plan. New employees shall be eligible, upon request, at time of hire.

The District shall provide each enrollee with a copy of the plan booklet listing coverage and allowances at time of enrollment. The Dental Plan allowances for services shall be as follows:

Periodic Oral Evaluation - \$ 18.00	Amalgam 1 - \$40.00
Bitewings - 2 films - \$ 19.00	Amalgam 2 - \$55.00
Bitewings - 4 films - \$ 27.00	Amalgam 3 - \$67.00
Prophylaxis - Adult \$ 32.00	
Prophylaxis - Child \$26.00	

7. Disability Insurance

Disability and Worker's Compensation insurance will be provided for all regular employees in the unit. The District will pay the full cost of the premium. When the District is reimbursed by either insurance carrier as provided herein, employees will have any sick leave usage returned to them on a day for day, pro-rated basis.

8. Employee Benefit Fund - "Platinum 12" Vision Plan

The District shall participate in the CSEA Employee Benefit Fund for the purpose of providing the Optical Plan known as "Platinum-12" for each bargaining unit employee. The employee contribution for the Vision plan shall be the same percentage as the employee contribution to the health insurance plan.

ARTICLE IV. HOLIDAYS

Fifteen (15) paid holidays will be granted each school year for the life of this Agreement for the custodial-maintenance workers. Food Service employees, including monitors, will be paid for ten * (10) holidays and will be paid on the basis of average hours worked for the pay period within which the holiday falls.

1. Fourth of July
2. Labor Day
3. Columbus Day *
4. Veteran's Day *
5. Thanksgiving Day *
6. Day after Thanksgiving *
7. Day before Christmas
8. Christmas*
9. New Year's Eve Day
10. New Year's Day *
11. Martin Luther King, Jr. Day
12. Presidents' Day*
13. Good Friday *
14. Memorial Day *
15. Floating holiday

The floating holiday shall be mutually scheduled by the parties to this agreement each year. Regardless of any changes in the school calendar, the Food Service employees and Monitors are guaranteed ten*(10) paid holidays each year for the life of this contract.

An employee required to work on a holiday or on a day designated as a holiday, shall receive pay at the rate of two (2x) times his regular pay, in addition to his holiday pay.

ARTICLE V. LEAVES

A. Sick Leave

1. All employees

Custodial-Maintenance employees shall receive twelve (12) days per year at full salary, accumulative to two hundred thirty (230) days maximum and Cafeteria-Monitor employees shall receive ten (10) days per year accumulative to one hundred seventy five (175) days, to be utilized for personal illness or injury.

Ten (10) days per year may be utilized for illness and injury in the immediate family. Immediate family shall be defined as in the first sentence of Paragraph D.1. of this Article. Sick leave may also be utilized for medical and dental appointments. Sick leave may be utilized in one (1) hour increments. Absence beyond twelve (12) days in any one year shall be subtracted from the accumulated total. The maximum may not be exceeded, but as soon as a person falls below that total, he may continue to accumulate as before.

New employees will be credited with sick leave as follows:

<u>If Employment Begins in Period:</u>	<u>Sick Leave Accumulation:</u>
July 1 through September 30	12 days
October 1 through December 31	9 days
January 1 through March 31	6 days
April 1 through June 30	3 days

For Food Service and Monitors during the first year of employment, sick leave must be earned at the rate of one (1) day per month of employment before being used.

Upon retirement, an employee's accumulated sick leave days (not inclusive of banked days) shall be placed into a Medical Reimbursement Account using the following schedule:

For 12-month employees - \$75 per day multiplied by the number of accrued days up to 230 days;

For 10- month employees - One-Half (1/2) of the employee's daily rate of pay multiplied by the number of accrued days up to 175 days.

B. Sick Leave Bank

A sick leave bank has been established for all employees covered by this contract. It is to be used in the event of continuous illness or an extended disability which would result in

the use of more sick time than accumulated.

A request in writing, along with a statement from a medical doctor indicating nature of illness or disability and time of return to duty, shall be presented with such request. The Superintendent may request a school doctor to conduct such examination. Extended sick leave for this bank shall be accumulated as follows:

1. One half day of sick leave shall be placed in the bank for each day of unused sick leave to a maximum of fifty (50) such days. Such accumulation shall be from the initial day of employment.
2. Such days shall be used only when there are no sick days remaining which were accumulated as described above.
3. The calculations for this bank shall be determined on June 30th of each school year, and the members will be notified of their status relative to their total accumulation.

C. Compassion Leave Bank

1. The parties recognize that there are times when employees suffer from hardships based upon being absent from work due to life-threatening or terminal illness of the employee, their spouse, or a dependent child which results in the exhaustion of the member's accrued paid leave, and the parties wish to help alleviate such hardship when possible. The Compassion Leave Bank may not be utilized for routine illness.
2. The Compassion Leave Bank will be funded up to a maximum of two hundred (200) days through the donation of one (1) sick day for the 2019-2020 school year from each existing employee who voluntarily decides to join the Bank, and one (1) sick day at the time of hire from all new employees who voluntarily decide to join. Additionally, there will be an opt-in period every September, during which time an employee who has not previously joined may do so by donating one (1) sick day. Each employee that is a member of the Bank may voluntarily donate up to five (5) sick days per year by notifying the District of the donation on or before June 30th. When an employee leaves the District for a non-disciplinary reason, he or she may voluntarily donate up to 50% of their accumulated sick days so long as the Bank has not reached its 200-day maximum. Individuals who have not joined will not be eligible to borrow from the Bank.
3. A letter of application for use of days from the Compassion Leave Bank shall be submitted to the Superintendent or designee, the Association President, and the Association Vice-President. The letter of application shall include a

statement from the attending physician verifying the illness of the employee, spouse, or dependent child, and the need for care.

4. Up to twenty (20) days may be granted to such employee upon the majority vote of the Superintendent or designee, the Association President, and the Association Vice-President. Up to an additional twenty (20) days may be granted to an employee upon the unanimous vote of the Superintendent or designee, the Association President, and the Association Vice-President.
5. An employee who has borrowed from the Compassion Leave Bank shall be required to repay the days borrowed at a rate of $\frac{1}{2}$ of their new annual sick day allotment. Once an employee has repaid the days borrowed in full, they will be eligible to borrow again under the terms in subsection (d) above. If an employee resigns or retires from the District prior to repaying in full the days they borrow, they will be required to return any accumulated sick days to the Bank before any sick days can be utilized for any incentive purposes, such as conversion for purposes of off-setting health insurance premium contributions in retirement.
6. The parties agree to meet on or after July 1, 2020 to consider and discuss the operation of the compassion leave bank.

D. Personal Leave

Each employee is eligible for two (2) days of personal leave per year upon the approval of his application for such leave. This leave may not be used to extend a vacation or holiday nor in conjunction with any other leave of absence, without prior approval of the employee's Supervisor. Personal leave days not used during the year will be credited to sick leave days as of July 1 of the following year. Applications for personal leave must be submitted forty-eight (48) hours in advance, except in an emergency.

Personal Leave may be taken in one-hour minimum units.

E. Vacation Leave

All employees will be credited with vacation leave as follows for continuous employment within a custodial-maintenance title:

If employment begins in period:	Vacation leave to be accumulated and credited for use on or after the following July 1 st :
July 1- September 30	10 days
October 1 through December 31	7.5 days
January 1- March 31	5 days
April 1 through June 30	2.5 days

1. If employed less than one year but six months or more prior to July 1, the employee is eligible for five (5) days of vacation.
2. If employed one (1) year or more prior to July 1, the employee is eligible for ten (10) days of vacation.
3. The employee is eligible for eleven (11) days at the fifth (5th) year.
4. The employee is eligible for sixteen (16) days at the tenth (10th) year.
5. The employee is eligible for twenty-one (21) days at the fifteenth (15th) year.
6. The employee is eligible for twenty-five (25) days at the twentieth (20th) year.
7. The employee is eligible for twenty-six (26) days at the twenty-fifth (25th) year.
8. The employee is eligible for twenty-seven (27) days at the twenty-sixth (26th) year.
9. The employee is eligible for twenty-eight (28) days at the twenty-seventh (27th) year.
10. The employee is eligible for twenty-nine (29) days at the twenty-eighth (28th) year.
11. The employee is eligible for thirty (30) days at the twenty-ninth (29th) year and every year thereafter.

Vacation payment.

Any employee who retires or resigns during a school year will be paid pro-rated for all hours of vacation based on the percent of time worked in the current year, in addition to all vacation time already accrued.

F. Vacation Accumulation and Conversion Option

Up to eight (8) vacation days can be carried over from year to year. However, at no time, may an employee be allowed to have more than thirty (30) accumulated days. Additionally, an employee may "cash in" up to eight (8) vacation days at the end of each school year. Written request for this option must be submitted by the employee no later than June 1st to the Human Resource Director on the form provided in Appendix B. herein. Payment for the days shall be based upon the employee's regular daily rate in affect at the time of their request.

Employment must begin on or before January 1 to be eligible for annual increments.

For the purpose of this Article, layoff or a leave of absence without pay shall not interrupt the accumulation of continuous service, although the period of layoff or leave shall not count toward seniority. (Example: Employee hired October 1, 1998. Out on unpaid leave from 3/1/01 to 5/15/01. Returns to work 5/20/01. Employee has kept all seniority prior to 3/1/01 but all time spent out on leave will not be added to his accumulated seniority prior to 3/1/01.)

Vacation requests of two (2) days or more will require forty-eight (48) hours notice and twenty-four (24) hours' notice for requests of less than two (2) days, except in the case of emergencies. During the summer months, employees may request paid leave with less than 24 hrs. notice for non-emergency reasons. Approval for the time off must be received from their immediate supervisor prior to taking the time off.

All requests require the approval of the employee's immediate supervisor, whose approval shall not be unreasonably withheld.

G. Bereavement Leave

1. Due to the death of an employee's father/step-father, mother/step/mother, son/step-son, daughter/step/daughter, spouse, sibling, mother or father-in-law, or grandparents or grandchildren or relative in the immediate household of the employee, up to five (5) days absence shall be allowed at full pay. This leave shall not be charged against sick leave.
2. If such death occurs while the employee is on vacation or leave, he or she shall still be entitled to full bereavement time off up to the five or three days.
3. For any relative or member of the immediate household not listed herein, an employee may make application to the Director of HR for consideration of bereavement time.

H. Child Care Leave

An employee may have unpaid childcare leave for up to two full years. Nothing in this paragraph shall limit an employee's right to paid sick leave during the time he/she is disabled. The District shall comply with all requirements of the Family and Medical Leave Act.

I. Volunteer Firemen and/or Emergency Squad Members

Employees who serve as volunteer firemen and/or emergency squad members will be allowed perform emergency volunteer work during scheduled work hours with the approval of their immediate supervisor, with no loss of pay, when requested to so such work by the fire chief or his designee of the volunteer fire department and/or emergency squad. Employees will not be penalized if they are present at the site of an emergency when their scheduled work starts and if required to remain on emergency duty by the fire chief or his engineer. Employees who are at work at the time of an emergency call shall, if performing work "critical" to the continued operation of the District, remain on duty and complete such work prior to responding to the outside emergency.

J. Union Business

The officers or shop steward will be allowed reasonable time off with pay to pursue the administration of this Agreement. Negotiation sessions shall be mutually scheduled. A limit of 6 employees will be allowed to pursue negotiations or grievances on school time. In addition, whenever possible based upon the operations of the department and staffing, designated union representatives will be allowed release time with pay using their own accrued benefit time or without pay (employee option) for attendance at union-sponsored trainings and conferences. Attendance at union-sponsored trainings and conferences will not be counted against the employee for the purpose of the Attendance Incentive.

**ARTICLE VI. WORK WEEK, SCHEDULES,
OVERTIME COMPENSATION**

A. Cafeteria and Monitor

1. The work year for Cafeteria and Monitor employees shall be 190 days, including paid holidays. Employees who work, (or are on paid leave) in excess of 190 days, shall be paid their regular daily rate for all such days worked. Any days that employees are offered work on an individual option basis (excluding "snow" or "weather" days) and refuse same shall be counted towards the 190 day total.
2. **Food Service Employees - Emergency Closing**
When school is closed due to an emergency and an employee is requested to work, she/he shall be paid a minimum of three (3) hours pay at her/his regular rate. If the district failed to communicate that school is closed prior to the start of the workday and the employee reports to work, she/he will be guaranteed a minimum of three (3) hours work.
3. **Food Service Employees - Breaks**
All Food Service employees (not Monitors) who work over 4.5 hours will receive a paid ten (10) minute break, scheduled by the supervisor.
4. **Lunch for Monitors**
All monitors will be compensated for one half-hour (1/2) for lunch.
5. **Food Service Employees - Free Lunch**
A free lunch shall be given to each food service employee and cafeteria monitor and shall be included as a part of the wages paid to any herein. This clause will be considered null and void if it conflicts in any way with the Federal Fair Labor Standards Act as amended.

B. Custodial and Maintenance Employees

1. Work Day and Work Week

The Regular workweek for the custodial (and, or) cleaner personnel is Monday through Friday, as designated by the Director of Facilities Services. The regular workday for custodial (and, or) cleaner personnel shall begin between the hours of 6:00 a.m. and 7:00 a.m.

The regular workweek for the Maintenance personnel is Monday through Friday, with a starting time any time between the hours of 5:00 a.m. through 7:00 a.m., as designated by the Director of Facilities Services. Effective July 1, 2001, a Maintenance Department "Evening Shift" (s) will be for new hires only. Evening Shift may begin at any time between the hours of 2:30 p.m. and 5:00 p.m., with a workweek of Tuesday through Saturday. All workweeks shall be for five (5) consecutive days, and eight (8) consecutive hours.

For 12-month employees working district-wide Conference Days in Fall and Spring (2

days per year), all day shift employees on those two specified conference days shall remain on their day shift and shall work seven (7) hours instead of eight (8) hours. Those employees shall be paid for eight (8) hours. Any employees working nights on those two specified conference days shall remain on night shift and shall work seven (7) hours instead of eight (8) hours. Those employees shall be paid for eight (8) hours.

The work day for custodial and maintenance will be eight (8) hours when school is in session and will be seven (7) hours when all instructional faculty is not required to attend. On these seven (7) hour days, each building shall have one cleaner working an 8:00am to 3:30pm shift, all other cleaners shall work 7:00am to 2:30pm. The staffing for this shall be on a rotating basis beginning with the least senior cleaner in the building. School will be considered to be in session when either elementary or secondary students are in attendance for either instruction or examination. On seven (7) hour days, time worked beyond the seven (7) hours will be paid at time and one-half.

2. Unit members on 1st shift (days) who are unable to report to work due to illness shall call their supervisor or the Director of Facilities no later than one and one-half (1 ½) hours before their shift begins. The employee must attempt to speak directly with either the supervisor or the Director. Those on all other shifts will call the maintenance department by 11:00 AM.

3. All Sunday, Holidays and vacation time worked shall be paid at double time. If an employee's regular workweek is Tuesday through Saturday, then Sunday will be paid at double-time and Monday will be paid at one and one-half times the employee's hourly rate.

4. End of Day

The employer agrees that the employee shall finish the day's work where he/she has left his/her own private vehicle.

5. Overtime

A. Rate of Pay. Hours over 40 in any one week shall be paid at time and one-half. During any full week when school is not in session, any employee who works over 35 hours will be compensated at time and one-half. All overtime work shall have had the prior approval of the Director of Facilities Services or his designee. Sick Leave, including personal leave, shall be included as time worked for computing overtime except in the specific case of an employee who has been placed in an attendance monitoring period by the District due to excessive unscheduled absences and/or tardiness.

The Director of Facilities Services and the Head Cleaner shall not perform those duties regularly assigned to the employees, nor perform duties which would deny any employee overtime. Exceptions to the above, however, include training and emergency situations where time is a major factor.

B. Scheduling. Custodial Overtime

A rotating schedule for overtime shall be adopted for custodial workers. Such employees may elect to have their names removed from the rotation list. The rotating schedule shall be used in individual buildings. In cases of emergency, however, the Director of Facilities Services shall use his discretion in assigning overtime. Employees working on an overtime activity may be directed to perform additional duties. If overtime is required on a weekend for an event that is scheduled in advance, 48 hours' notice will be given to individuals requested to work. The four hour custodian will be eligible to work overtime activities in assigned facility, based upon the rotating overtime schedule.

For scheduled overtime, a rotating list shall be adopted for both "In Building" and "Out of Building" overtime. An employee may elect to have his/her name either included or excluded from such lists. Said election shall be in writing. An employee who elects to be included on the rotating list may elect at any time, in writing, to have his name removed. Such removal shall occur immediately upon such written notification to the Head Cleaner. Any employee who is not on the list may elect at any time, in writing to the Head Cleaner, to be put on the list. Such inclusion shall become effective on the first day of the month following such written notice.

With regard to "Out of Building" overtime, any employee on a rotating list may refuse to accept overtime, except as provided below. In the event an employee refuses three (3) consecutive overtime offerings, then that employee shall be removed from the list until the beginning of the next twelve (12)-month cycle. Said cycle shall begin on July 1st of each calendar year.

With regard to "In Building" overtime, an employee may refuse overtime within his/her building. However, should this occur, that employee shall not be eligible to work overtime in Maintenance and/or in another District building on that same day.

The rotating list shall be utilized first within each building and such list shall be rotated twice (2x) within the affected building prior to the "Out of Building" list being canvassed. Employees within a building shall not be allowed to accept in excess of sixteen (16) hours work in any workday. Any overtime that is available in excess of eight (8) hours in a workday shall be divided as equally as practicable prior to being offered to employees on the rotating list.

Should no employee on the rotating list (In Building or Out of Building) agree to accept an overtime assignment, the least senior employee on the "In Building" list shall be assigned to work the hours required. Should there be more than one (1) such occurrence, the next overtime assignment shall rotate to the next least senior

employee on said lists. Such overtime shall be mandatory for the least senior employee. Such "least senior" rotation shall continue each time no employee accepts available overtime.

Overtime accepted will be worked as accepted and there shall be no "swapping" or "trading" of overtime shifts among employees.

When the Overtime Activity Schedule is posted by the District, by 3:00 PM Wednesday, employees will notify the Head Cleaner by 5:00 PM on the Thursday of that week as to whether or not the overtime will be accepted and worked. If such notification is not made by 5:00 PM Thursday the non-notification will be deemed as a refusal.

If an employee has begun an overtime work assignment and an emergency arises which necessitates his/her leaving work, he/she must contact the next person scheduled to work (within building) and arrange for that person to relieve him/her. The employee shall not leave work until relieved, in person, by his/her replacement. Any employee who relieves in such an emergency shall be allowed to complete his own, if any, scheduled overtime shift in addition to the early emergency call hours.

An employee who has accepted an overtime assignment and, prior to beginning such shift, discovers he/she cannot work the overtime assignment shall either (1) If prior to 8:00 PM Friday, notify the Head Cleaner, or 2) If later than 8:00 PM Friday, shall follow the procedures in the preceding paragraph.

The four-hour custodian will be eligible to work overtime activities in assigned facility, based upon the rotating overtime schedule.

C. Maintenance Overtime

For snowplowing, a rotation schedule shall apply to maintenance employees and those custodial employees who are deemed trained and qualified to plow.

D. Sundays, Holidays and Vacation Time

Double time will be paid when employees work for an activity on Sundays, holidays and vacation time.

E. Call-Ins

1. Scheduled Activities

Whenever employees are called in, they will be guaranteed a minimum of 3 hours. Employees not notified of a cancelled activity will receive 3 hours pay and will not be required to remain at the job site.

2. Emergencies

In the case of an emergency call, in a recall to work, the employee will be paid three (3) hours minimum at the overtime rate of time plus one-half.

F. Snow Days

All people who work an afternoon or evening shift will instead work 9:00 a.m-4:30 p.m.

G. Eligibility for Day Shift Substituting

Any permanent custodial employee assigned to an evening shift may apply to be added to a rotational substitute list to cover day shift absences. There will be an in-building and an out-of-building list. The district shall determine whether any such individual is qualified to meet the specific needs of the District and the building by working as a day shift substitute. Qualifications may include, but not be limited to, good attendance history and ability to work well with others. The determination of qualification will be the prerogative of the District and while seniority will be considered, it will not be the deciding factor. If an individual is determined not to be qualified after working as a day shift substitute, the District will have no obligation to allow them to continue covering day shift absences.

H. Replacing Absent Maintenance Personnel

In those situations when a regular maintenance mechanic in the unit is absent or anticipated to be absent and the District deems it necessary to substitute for that person, the District shall, rather than hire part-time Laborers, canvas those custodial department employees on the voluntary substitute sign-up roster in order of seniority to fill in the vacancy on a temporary basis. The District retains its authority to exclude a substitute custodial worker from working the same area due to past poor performance in that area, i.e. plumbing, painting, electrical, grounds keeping and carpentry.

I. Compensatory Time Option

An employee, at his option, may elect compensatory time, to a maximum of forty (40) hours per fiscal year, in lieu of any overtime or call-in time provided for in this Article, at the appropriate overtime rate.

ARTICLE VII. POSTINGS AND BIDS

A. Custodial-Maintenance

1. Posting

Postings of vacancies and/or new jobs: As a vacancy or new job is created, the employer shall immediately post in the space provided for CSEA notices, a notice of such vacancy or job. Such notice to include: Title of job, shift, job description, Salary, Location and Bid deadline (5 business days). Interested employees may apply for the posted job and any and all jobs that result from that initial posting on forms provided in the Human Resources Office. The District will provide the CSEA Unit President with the names of all bid applicants and final appointees.

2. Bids

a. Transfers (excluding day shifts)

Upon receipt of a proper bid and after consideration of both time in the job title and qualifications, the employee with the most time in the job title will be placed in the job.

a-1 Transfers (from 2nd or 3rd to day shifts)

Upon receipt of a proper bid and after consideration of time in job title and qualifications (note that seniority is considered but not the deciding factor), the most qualified applicant who best meets the specific needs of the District and the building will be placed in the position. The determination of the qualification and needs of the District will be the prerogative of the District.

A hiring team, consisting of the Head Cleaner, Building Principal (or designee) and two unit members selected by the CSEA Unit President shall conduct the interviews and make the selection. When an employee is not appointed to a position, he/she may request an explanation from the Head Cleaner and/or the Building Principal.

b. Promotions – (Custodial to Maintenance)

Upon receipt of a proper bid and after consideration of both time in classification and qualifications, the applicant best qualified will be placed in the job.

Determination of such qualifications will be the prerogative of the employer.

When an employee is not appointed to job bid upon, and said employee feels the decision was unfair, he may ask the Horseheads CSEA Unit President to contact the Director of Facilities Services, the Business Official and the Director of Human Resources for an explanation. The District will give copies of all bids for job transfers or upgrading to the CSEA Unit president. When a custodial employee is being considered for a Facilities Position, the hiring committee will consist of the Facilities director, Head Cleaner, two (2) Unit members selected by the CSEA Unit President and two (2) non-instructional supervisors.

c. Lateral Transfers

Employees who make lateral transfers in accordance with subsections (1) and (2), supra, must stay in their new position unless they are the successful lateral transfer bidder at a subsequent naturally-occurring vacancy.

3. Bumping procedure in the event of the closing of a school building:

DAY SHIFT position:

A day shift employee displaced because of a school closing may opt to interview for up to 3 day-shift positions held by another day shift employee with less seniority.

If the displaced person is successful in the interview, then the day-shift person that they displace will be able to interview for up to 3 day shift positions held by another employee with less seniority.

If the originally displaced person is not successful in interviewing for any other day shift position, and if that displaced person has 5 years or more seniority, then that displaced person will be allowed to bump any less senior person on the second shift. If the displaced person has less than 5 years of seniority, then they may bump the least senior person in the job title.

SECOND SHIFT position:

A second shift employee with 5 or more years of seniority in the job title who is displaced because of a school closing, may bump any second shift employee with less seniority. Any subsequently bumped employee with 5 or more years of seniority may bump any second shift employee with less seniority.

Any employee with less than 5 years of seniority will bump the least senior second shift employee.

No employee displaced because of a school closing may revert back to their original position (the "90 day provision")

This provision is not subject to the grievance clause.

B. Food Service and Monitors

1. Job Posting

Employees who may be interested in a different work location must inform the school lunch office of the interest in a lateral transfer. Whenever there is a vacancy in any position involving 3.5 or more hours in the food preparation and service employment area, the employer will post a notice of the position, or positions, and their hourly or salary rate on the bulletin boards of the schools employing such personnel for at least three (3) full work days prior to filling the position.

In the case of monitor positions, all such openings shall be posted and the three and one-half (3.5) hour daily minimum will be waived. Monitor openings shall be posted on cafeteria bulletin boards.

Article VIII. SENIORITY

- A. Custodial-Maintenance, Food Service and Monitor seniority shall commence from the official date of hire with the school district. Newly hired non-competitive employees shall serve a twelve-month probationary period.

Seniority definitions:

Seniority from first date of hire as a permanent employee within this bargaining unit with the District controls:

1. vacation accumulation
2. pay rate
3. any other earned benefits

Seniority within job title controls:

1. layoff, shift changes, displacements
2. recall
3. bidding on jobs
4. transfers

- B. In the event of the abolishment of a day shift position, the custodian-cleaner involved shall have the right to bump a less senior day shift employee. Day shift shall involve hours from 7am to 6 pm. If a school is closed, second or third shift employees affected shall be able to "bump" a less senior employee of the same shift at another school, provided the bumping employee has more seniority than the employee to be bumped.
- C. When a layoff is necessary and necessitates a reduction in the work force, employees in the same job title with the least seniority shall be laid off first. When a layoff is necessary, any employee to be laid off shall be transferred, seniority permitting, to any job that the laid off employee is capable of performing after a reasonable break-in period. Substitute employees shall not accumulate seniority.
- D. In the event of layoff, shift changes or displacements, employees may use seniority to displace a person in a lower job title, provided they meet the requirements stipulated in (C) above.
- E. In the event of the need to hire more employees, employees laid off will be recalled in reverse order of layoff.
- F. In the event there is a posting for a Cleaner vacancy which is not filled by a recalled employee, all eligible employees in the Cleaner job title will have first right of offer and refusal for the position. Should no Cleaner apply, any qualified Maintenance employee who applied for the position may be considered for appointment.

Article IX. JOB DESCRIPTIONS AND JOB ROLES

A. Job Descriptions

Job descriptions shall be developed and posted by the Director of Facilities Services covering each specific job in the system, listing:

- Skills involved
- Duties involved
- Responsibilities involved
- Supervision involved
- Authority involved.

Should there be any discrepancies and/or disagreements as to the appropriateness of a job description as developed in accordance herewith, the Civil Service Job Description for the position in question shall prevail.

ARTICLE X. LABOR-MANAGEMENT COMMITTEES

For the first year of this agreement, labor-management committees will be established and continued for the term of this agreement only upon mutual agreement. Two committees will be formed as follows:

A. Custodial-Maintenance

District members will be the Head Cleaner and any others the District may choose to a maximum of 3. CSEA members shall include CSEA field representative, president of the unit and two members of the unit.

B. Food Service and Monitors

District members will be the Food Service Director and any others the District may choose to a maximum of 3. CSEA members shall include CSEA field representative, president of the unit and two other members of the unit. Other personnel will be in attendance as invited. The committees shall have the authority to make formal recommendations to the District and to CSEA, and these parties are hereby empowered to adopt such recommendations by mutual agreement. Such recommendations shall be placed in the written form of Memorandum of Agreement and signed by the District, CSEA Field Staff, and CSEA Unit President. Such formalized Memorandum of Agreement shall be attached to the contract agreement and shall become part of that Agreement for its duration.

Agendas will be prepared as follows:

1. Custodial-Maintenance - by the President of the CSEA Custodial-Maintenance unit and the Head Cleaner.

2. Food Service and Monitors - The agendas will be prepared by the President of the Food Service and Monitor Unit and the Director of Food Service.

The agenda is to be completed and sent to members one week prior to the meeting date. Items can include, but not be limited to: administration of the contract, mutual problem-solving and suggestions for the smooth operation of the Horseheads Custodial-Maintenance-Food Service-Monitors Unit, CSEA.

ARTICLE XI. EVALUATION SYSTEM

A. Purposes

The major purposes of the evaluation system include the following:

1. promotion of the growth and development of the District's staff.
2. provide for a systematic evaluation of staff.
3. provide for the commendation of employees whose job performance is exemplary.
4. provide data for recommendations for change in assignments.

B. Procedures

1. Evaluations will be conducted in writing on an annual basis by the Director of Facilities Services or Director of Food Services or their designee.
2. This evaluation will be reviewed with the employee at a scheduled conference.
3. At the conclusion of the conference, the evaluation form shall be signed by both the evaluator and the employee.
4. Written evaluations will be forwarded to the Human Resources Office by May 1st of each year.

C. Right to Respond

A member shall have the right to make a written response to his/her evaluation and to have that response attached to the copy of the evaluation in his/her personnel file.

D. Copy of Evaluation

A member shall be furnished with a complete copy of the evaluation report for his/her own records.

ARTICLE XII. LEAVES FOLLOWING TERMINATION OF SICK LEAVE

The rule of the Chemung County Civil Service regarding leave of absence upon termination of sick leave shall be followed. This rule states that any permanent employee who exhausts his/her sick leave is automatically entitled to a one-year leave of absence without pay, commencing on

the date that sick leave terminates. If the employee's physician is other than a school doctor, the Board shall have the right to have the employee examined by a school physician to determine whether he/she is physically able to perform the duties of the job from which the employee has been on leave. If possible, the Board will always permit return prior to expiration of leave.

ARTICLE XIII. RETIREMENT

a. The 75-i New York State Employees Retirement Plan is provided to all regular employees upon application. Section 41-j is in effect upon retirement. Section 41-J is available to all employees upon retirement as an option to utilize their accumulated sick leave credit up to a maximum of 165 days towards additional service credit with ERS. The employee may use all or part of his/her sick leave credit towards 41-J but in no event will the employee be permitted to exceed a total of 165 days in either option.

Hours worked shall be computed by averaging the employee's five (5) highest years of employment with the District. Years do not need to be consecutive years and such computation does not include overtime hours.

For Food Service Workers and Monitors, Tier Qualifications for undiminished retirement, shall be understood to mean school years worked, based on July 1st. – June 30th., and shall not be determined by total hours worked within that 12-month period as is currently utilized by the NYS Retirement System. Such employees shall be eligible for the benefits contained in this Article, whether or not they are members of the NYS Retirement System.

Employees who have: [1] fifteen (15) or more years employment with the Horseheads School District; and [2] have attained the age of sixty-two (62) or able to retire under the New York State Employees' Retirement System; and [3] notify the District no less than six (6) months prior to their date of leaving District employment shall have their health insurance, including the prescription rider, premiums from the date of leaving to their Medicare eligible date shall have their health insurance paid from the date of leaving to their Medicare eligible date at the same rate as active employees. Prior to Medicare eligibility date, for retirees covered under this Article, the Health Insurance Plan will be the same as provided to active employees (including all premium contributions and caps, co-insurances including office visits, physicals, outpatient surgery, chiropractic, emergency room visits, and prescriptions).

As of January 1, 2020, insurance provided to retirees pursuant to this or successor agreements will be a Medicare Advantage Plan, upon the eligibility of the retiree.

b. Sick Leave Escrow. Upon retirement, an employee's accumulated sick leave days (not inclusive of banked days) shall be placed into an account for the purpose of paying for retiree health insurance premiums using the following schedule:

For 12-month employees - \$75 per day multiplied by the number of accrued days up to

230 days;

For 10- month employees - One-Half ($\frac{1}{2}$) of the employee's daily rate of pay multiplied by the number of accrued days up to 175 days.

For those employees who retire from the District but do NOT participate in the District's health insurance plan, the same calculation as that listed above shall be made. The amount resulting from that calculation shall be placed into an account for the purpose of reimbursing the retiree for premiums paid for any other health insurance (Medicare or other public or private plans). A form will be created for the purpose of requesting reimbursement. Reimbursements shall be made on a quarterly basis.

c. Surviving Spouse coverage

Should an employee who is covered by the District Health Insurance plan die while in active service or subsequent to his retirement, the surviving spouse shall be allowed to continue in such plans (health, vision, dental), with the surviving spouse paying the same premium contribution rate as an active or retired employee. Should the surviving spouse remarry, the District shall not extend benefits to the new spouse.

d. Voluntarily opt-out of District Health Insurance coverage

Any unit employee eligible for retirement into the NYS Employees Retirement System, shall have the option to elect at the time of his/her retirement to voluntarily opt-out of District Health Insurance coverage on a permanent and non-revocable basis and receive a one-time payment in the amount of Twenty-five Thousand Dollars (\$25,000). This opt-out provision is only available to those who have access to health insurance coverage other than through the District. This provision is not available to those employees working four and one-half (4.5) hours or less who are not eligible for District health insurance.

The employee/retiree must notify the District in writing on forms provided by the district of their intention to elect this option no less than 30 calendar days prior to their effective date of retirement. Payment shall be in one lump sum made directly to the employee/retiree within 30 calendar days from their effective date of retirement subject to all applicable withholdings and taxes but shall not include any deduction for union agency fees or membership dues.

This opt-out shall prohibit the employee/retiree including any dependents and/or spouse from enrollment in any/all forms of District health insurance. If the employee/retiree is over 65 years of age at retirement or later, he/she shall also be prohibited from enrollment in any/all District sponsored or provided Medicare plans or Supplemental Plans.

Should this section of the contract at any time be deemed in violation of, or contrary to, any State or Federal law, rule, regulation or administrative order, the District and CSEA agree to mutually revise the section to bring the language into compliance, or if necessary, to remove the section from the collective bargaining agreement.

e. Retiree Vision Plan

Effective upon ratification, the district agrees to permit current and future CSEA retirees to have access to the EBF/Platinum 12 Vision Plan with the retiree paying the total premium for this benefit. The premium amount is established annually by CSEA Employee Benefit Fund for this benefit and retirees should consult with the District's Health Benefits Administrator for enrollment information. Employees who retire from the district are not automatically enrolled into the retiree vision plan. This is an optional benefit for retirees and it is solely the responsibility of the employee/retiree to make application.

Any adjustment in the amount of District payments included in any future collective bargaining agreements with this unit will be applied to people already qualifying for health insurance coverage under this article.

ARTICLE XIV. CIVIL SERVICE CLARIFICATION

All personnel in competitive classifications to have tenure as prescribed by Civil Service Law. Personnel without permanency may appeal termination of employment to the Director of Facilities Services, the Business Manager and the Assistant Superintendent for Administrative Services through the Horseheads Association President for an explanation.

ARTICLE XV. GRIEVANCE PROCEDURE

A. Definitions:

1. A "grievance" is any alleged violation of this agreement or any dispute with respect to its meaning or application.
2. An "aggrieved party" is any employee covered by this agreement as described in Article I.

B. Procedure:

1. A grievance shall be deemed waived unless it is submitted at the first available stage within ten (10) school business days after the aggrieved knows or should have known of the events or conditions on which it is based.
2. All grievance discussions, meetings, conferences, hearings shall be conducted by mutual agreement of both parties.
3. The time limits at any step(s) may be extended by mutual agreement.
4. All matters of discipline or discharge shall be submitted directly to Stage 2 within three

(3) school business days after such discipline or discharge.

5. Awards may not be retroactive beyond the date the grievance was originally filed.

C. Stage I

1. Any employee conceiving himself aggrieved must attempt to resolve the grievance informally with his immediate supervisor. During any attempt to resolve such grievance at an informal level with his immediate supervisor, such grievant shall be entitled to have not more than one representative of the Association. At any subsequent level of this grievance procedure, the grievant shall not otherwise be so limited.
2. If such employee is unable to resolve such matter to his satisfaction, he may reduce such grievance to writing and file the same with his immediate supervisor.
3. Each written grievance shall identify and be signed by the aggrieved party and indicate the time and place where the alleged events or conditions constituting the grievance took place or otherwise describe the conditions constituting the grievance. It shall also specify the provisions of this agreement alleged to be violated and shall describe the redress sought by the aggrieved party. It shall also describe what attempt was made to resolve such grievance informally and when and where the same took place.
4. Upon receipt of such written grievance, the immediate supervisor or administrator shall respond in writing within five (5) school business days.

D. Stage 2

1. If the aggrieved party is not satisfied with such response or if no response is received within such five (5) school business day period, he may within ten (10) school business days thereof file an appeal containing a copy of such grievance and the papers and affidavits on which it is based, if any, with the Superintendent indicating in such appeal whether he desires a further hearing before such Superintendent.
2. If a hearing has been requested, the Superintendent or his designated representative shall schedule a hearing within ten (10) school business days. After such hearing has been held, the Superintendent shall render his decision within ten (10) school business days thereafter. If no hearing has been requested, the Superintendent shall make such investigation as he deems necessary and shall render a written decision within ten (10) school business days of the submission to him of such appeal.

E. Stage 3

1. In the event that the Union is not satisfied with the decision of the Superintendent, it may within five (5) school business days thereafter submit such grievance to arbitration

in accordance with the rules of the of the New York State Public Employment Relations Board (PERB). A copy of the request shall be forwarded to the Superintendent.

The arbitrator's decision shall be in writing and will set forth his findings, reasoning's and conclusions on the issues submitted. The arbitrator shall be without authority to make any decision which requires the commission of an act prohibited by law.

3. The decision of the arbitrator shall be final and binding on both parties.
4. The cost of the services of the arbitrator will be borne equally by the District and the Union.

F. Reprisals

No employee shall be subjected to recrimination, discrimination, harassment, transfer, reassignment or dismissal as a result of filing a grievance hereunder.

G. Availability of Documents

There shall be made available to the appropriate association representatives all relevant materials, documents, communications and records concerning the grievance unless the same are confidential, such as personnel pre-hire information, or prepared in preparation for the arbitration.

Article XVI. DISCIPLINARY PROCEDURE

A. Any employee perceiving himself aggrieved due to disciplinary action may file a grievance in accordance with the provisions of Article XVII. Nothing herein, however, will prevent an employee entitled to the provisions of Sections 75 and 76 of the Civil Service Law from exercising those rights. An employee selecting either the grievance procedure under Article XVII or the procedure under Sections 75 or 76 of the Civil Service Law shall waive his right to the other procedure, except that the statutory protections of Section 75 shall be deemed to be included in the grievance procedure. Employees with five (5) or more years of service in the school district will be entitled to the provisions of Sections 75 or 76 of the Civil Service Law.

B. Progressive Counseling and Discipline Policy

The intent of this policy is to establish a guideline of counseling and discipline consequences to be instituted by District supervisory personnel in the event that there is a need to address in appropriate and unacceptable employee performance and behavior.

It is not intended to inflict punishment but rather to correct whatever problem the employee has, to make them aware of the importance of abiding to all District Policies and Procedures, and to help the employee succeed in his or her position. Discipline will be administered fairly and equitably to all employees.

Employees will be eligible for the protections of this policy upon satisfactory completion of the

probationary period.

The Superintendent or Designee shall determine the discipline for each employee on a case by case basis. In certain cases, employees may begin at Step 1 (below). In other situations, it may be determined that the employee's behavior requires a higher step penalty.

STEPS 1 and 2 – with the Employee and Immediate Supervisor:

1. Counseling Meeting with the supervisor – **verbal** problem solving (i.e. state nature of problem, why it is a problem, and how to correct the problem).
2. Counseling Meeting with the supervisor – **written** problem solving (i.e. state nature of problem, why it is a problem and how to correct the problem).

Steps 3-7 with the Superintendent or designee, Supervisor and CSEA Representative:

3. Formal **written disciplinary reprimand** that shall include specific instructions for future work performance.
4. One (1) day **suspension without pay.**
5. Up to three (3) days **suspension without pay.**
6. Up to five (5) days **suspension without pay.**
7. **Termination** from District employment.

The employee may at his/her option request CSEA representation during steps 1 & 2; but CSEA representation shall be present for steps 3 through 7. The District shall notify the CSEA Unit president, or his/her designee, whenever counseling according to this policy occurs. The employee may file a written rebuttal upon receipt of a counseling document (steps 1 & 2) with the Human Resources Director to be placed into the employees' official personnel file. The employee may file an appeal to any discipline action according to Article XVII – Disciplinary Procedure for steps 3-7.

Article XVII. MISCELLANEOUS

Out of District Children.

Should the Board of Education terminate the District policy allowing children of employees living outside the District to enroll, no new children of employees living out of the district will be allowed to enroll in the District.

ARTICLE XVIII. DURATION OF AGREEMENT

The duration of this Agreement shall be for a period of five (5) years to commence July 1, 2022 and to end June 30, 2027. The parties agree that all negotiable items have been discussed during negotiations leading to this Agreement. This Agreement shall become effective, subject to required legislative approval, upon its approval by the members of the respective parties hereto. This Agreement may be amended by the mutual consent of both parties.

ARTICLE XIX NON-DISCRIMINATION

Whenever the context so requires, the use of the words in this Agreement in the singular shall be construed to include the plural and words in the plural, the singular. Words, whether they be in the masculine, feminine or neuter genders shall be construed to include all of said genders. By use of the aforementioned genders, it is understood that it is for convenience purposes only and that said use is not to be interpreted to be discriminatory by reason of sex.

ARTICLE XX PUBLIC EMPLOYEES' FAIR EMPLOYMENT ACT

The Public Employees' Fair Employment Act, the Civil Service Law, and the local laws not inconsistent with said act, shall govern the terms of this Agreement.

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 BODY HAS GIVEN APPROVAL.

Horseheads Central School District

By: **Redacted** 10/22/22
Superintendent of Schools Date

Horseheads Custodial-Maintenance-Food Service Unit - CSEA

By: **Redacted** 10/25/22 President
10/25/22 Ex. Vice President
10/25/22 Secretary
10/25/22 Treasurer

CSEA, Local 1000 AFSCME, AFL-CIO

By: **Redacted** 10/25/22
Labor Relations Specialist Date

Appendix A

Bid Application Form

Date _____

I am hereby declaring my bid for job opening:

as posted in bid notice # _____.

Bidder's Signature _____

APPENDIX B

Cash-in or Roll-over of Vacation Day Form

To the Office of Human Resources:

MUST BE RECEIVED BY JUNE 1 FOR PROCESSING

As of June 30, 20____, I will have _____ vacation days remaining.

From those days, I elect the following:

_____ days carried over into the next year (up to 8 ; may not accumulate more than 30 days)

_____ days cashed in (up to 8 days)
(Payment for days will be based upon your regular daily rate in effect at the time of the request.)

SIGNED

DATED:

H.R. verification of days

H.R. forward to Payroll for payment

CSEA Member Benefits Department
(800) 342-4146, ext. 1359



Pearl Carroll Insurance Representative
Darren Germaine 1-800 313-0591

CSEA/Pearl Carroll Personal Insurance Lines
Auto, Life, Homeowners, Disability Insurance
1-800-366-7315

NY State Retirement System
Toll free 1-866-805-0990
<http://www.osc.state.ny.us/divisions/retire/rshomepg.htm>

Entertainment Discounts
Movie tickets, video rental discounts, Theme Park discounts,
Broadway shows, sporting events and much more
1-800-565-3712

Identify yourself as a **CSEA/AFSCME Local 1000 Member**

CSEA/AFSCME Union Member's Mortgage and Real Estate Program
1-800-475-7933
8:30 a.m. to 7 p.m. Mon-Fri

Legal Services Program
Elder Law, Workers' Compensation, Social Security Disability, Personal Injury
1-800-342-4146

Rental Car Discounts
20% off daily rate
Budget 1-800 455-2848 ID#V816100
Avis 1-800-698-5685 ID#B723700

Union Plus Credit Card
For Application 1- 800-522-4000



Local 1000, AFSCME, AFL-CIO
143 Washington Ave., Albany, NY 12210

Mary E. Sullivan, President

