AGREEMENT

between

the Horseheads Central School District

and the

Confidential/Exempt Secretaries
of the
Horseheads Central School District

7/1/2022 - 6/30/2027

I. **EMPLOYEE**

A. This agreement contains all terms and conditions of employment for the confidential/exempt secretaries of the Horseheads Central School District.

B. *Work Year*

Confidential/exempt secretaries shall work a twelve (12) month year.

C. Grievance/Civil Service

The foundation of this group is predicated on the spirit of team concept. While it is likely that problems will be resolved by consensus, any position covered by Civil Service carries with it entitlement to the Civil Service grievance procedure.

D. Work Day

The work week shall be 37.5 hours (a 7.5 hour day) for full-time Confidential/ Exempt Secretaries, except for the months of July and August, which will consist of a 35 hour work week (a 7 hour day) and except for those days when school is not in session, when a 7 hour day will be in effect. (School is considered not to be in session when both elementary and secondary students are not in attendance.)

E. Flex/Comp Time

A Confidential/Exempt Secretary's time worked can be changed ("flex time") to meet the district's and the secretary's needs, as long as a 7 ½ hour workday is achieved.

Confidential/Exempt Secretaries have work days and work years that extend beyond normal parameters. When work schedules result in excessive hours, an employee may, with prior approval of her immediate supervisor, utilize the concept of "flex time". For auditing purposes, a written record shall be maintained. Flex time must always be accrued and used only upon the express written approval from the employee's supervisor. Flex time must be used within the two weeks after it is earned unless otherwise approved by the supervisor.

F. Substitute Rate

If a Confidential/Exempt Secretary returns to the district to substitute, she will be paid the same hourly rate that she was being paid prior to retirement.

G. Snow Days

Full-time 12-month Confidential/Exempt Secretaries work a 7 hour day on snow days.

Snow day – the secretary was able to travel to work, but chose not to; this day will be charged to sick leave.

Emergency Snow Day - may be used if secretary felt it was unsafe to travel to work. No charge will be made to sick leave.

When there is a 2-hour delay, Confidential/Exempt Secretaries will not be expected to report during the delay. If a supervisor requires a person's attendance, compensatory time will be awarded.

II. SALARY AND BENEFITS

A. *Salary*

Salary increases will be as follows:

1. For the 2022-23 year, salaries are increased 3.80% over the 2021-22 salaries.
2. For the 2023-24 year, salaries are increased 3.80% over the 2022-23 salaries.
3. For the 2024-25 year, salaries are increased 3.80% over the 2023-24 salaries.
4. For the 2025-26 year, salaries are increased 3.80% over the 2024-25 salaries.
5. For the 2026-27 year, salaries are increased 3.80% over the 2025-26 salaries.

B. *Longevity Payments*

Beginning July 1, 2022, all confidential/exempt secretaries shall receive the following longevity payments:
Those employees entering their 5th year with the District shall receive a longevity payment of $500 added to their salary.

Those employees entering their 10th year with the District shall receive a longevity payment of $750 added to their salary.

Those employees entering their 15th year with the District shall receive a longevity payment of $1000 added to their salary.

Those employees entering their 20th year with the District shall receive a longevity payment of $1250 added to their salary.

Those employees entering their 25th year with the District shall receive a longevity payment of $1500 added to their salary.

Those employees entering their 30th year with the District shall receive a longevity payment of $1750 added to their salary.

C. *Salary Differential.*

In addition to receiving their regular salary, each Confidential/Exempt Secretary shall continue to receive an annual differential in the amount of $3,000 for each secretary.

The Confidential/Exempt Secretary has the option of having this differential paid:

1. As part of her regular salary (to be divided equally among each paycheck in each contract year, and to be paid along with her regular salary); OR
2. In 2 equal payments twice a year—one with the 2nd pay in November and one with the 2nd pay in May.

Payroll should be notified, each year, prior to June 1, of the option that each Confidential/Exempt Secretary has chosen.

C. *Direct Deposit*

Direct deposit to any financial institution with direct deposit capability shall be the sole method of pay for all confidential/exempt secretaries.

D. In-Service Credit

Confidential/Exempt Secretaries will be paid at their hourly rate for attendance at in-service courses.

E. Conferences

Each fiscal year, each Confidential/Exempt Secretary will have $250 available in the budget to attend conferences.

F. Professional License

A stipend of $200 (effective July 1, 2015) will be given to those Confidential/Exempt Secretaries who have earned and maintain their Notary Public License.

G. *New York State Deferred Compensation 457 Plan*

Effective July 1, 2017, Confidential/Exempt Secretaries may participate in the New York State Deferred Compensation 457 Plan in accordance with provisions of the Internal Revenue Service Code. Such funds shall be owned by the individual member.

III. LEAVES

A. Child Care Leave

The mother of a newborn child or one who has adopted a child under three years of age at the time of the adoption, shall be entitled to an unpaid leave of absence for the purpose of child care of said newborn child or adopted child, for a period of two years subsequent to the natal date or from the date of adoption.

B. Emergency Leave

Each Confidential/Exempt Secretary is eligible for twenty-five (25) days of emergency leave per year, chargeable to her accumulated sick leave, upon the approval of the Superintendent. Requests in excess of twenty-five (25) days must be approved by the Board of Education.

C. Bereavement Leave

Each Confidential/Exempt Secretary shall be granted up to five (5) days absence at full pay for the death of her father, mother, son, daughter, spouse, sibling, mother-in-law, father-in-law, grandparents, step-relative, or a relative in the employee's immediate household. 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. Bereavement leave will not be charged against sick leave.

If such death occurs while the employee is on vacation or leave, she shall be entitled to full bereavement time off up to the five (5) days.

D. Leave of Absence

A Confidential/Exempt Secretary has the right to apply for a temporary leave of absence (not to exceed sixty (60) work days) and return to her former job by submitting a written request to the Superintendent of Schools.

E. Long Term Leave of Absence

Any Confidential/Exempt Secretary who is asked by her supervisor to cover for another Confidential/Exempt Secretary while that secretary is out of the office, shall be paid their hourly rate for any hours worked above and beyond their regular work day.

F. Personal Leave

Each Confidential/Exempt Secretary is eligible for 3 days personal leave per year, upon the approval of application for such leave. Personal leave may be taken on either the work days immediately before or after a holiday or recess period or in conjunction with other absence to extend a holiday or vacation with prior approval from supervisor.

Such personal leave or part thereof, if not used during the year, shall be credited to the total accumulation of sick leave days up to the maximum of 230 days.

G. Sick Leave

Each full-time Confidential/Exempt Secretary is eligible for 14 days of paid sick leave per year and at 10 years this will increase to 16 days of sick leave per year

This leave may be accumulated up to 230 days maximum which may not be exceeded; but as soon as the employee falls below that total, she may continue to accumulate as before beginning on the first day of July each year.

Accumulated sick leave may be used for sickness in the immediate family or household. "Immediate family" means spouse, parent, brother, sister, or child. "Household" includes person(s) who reside permanently with employee.

H. Extended Sick Leave

An extended sick leave bank shall be established for each Confidential/Exempt Secretary to be used in the event of a continuous illness or an extended disability which would require the use of more sick leave than she had accumulated.

A request in writing, supported by an M.D. certification indicating the nature of the illness and/or disability, and the probable date of return to duty, shall be presented with the request. A medical examination performed by the school physician may be required if the Superintendent of Schools deems it necessary.

A ½ day shall be placed in the bank for each day of unused sick leave with a maximum accumulation of 50 days, to be used only when a Confidential/Exempt Secretary has no remaining sick days.

IV. INSURANCE

A. Disability Insurance

Disability insurance will be provided to all confidential/exempt secretaries, and the premium will be paid by the District.

While an employee is on leave covered by disability insurance, the District will continue to pay the District-portion of the employee's health insurance premium as if the member was an active employee.

Sick leave credits used by an employee during a period of absence for which an award of compensation has been made and credited to the District as reimbursement for wages paid shall be restored to the employee on a pro-rated basis equal to the sum received.

B. *Health Insurance*

Effective July 1, 2022, confidential/exempt secretaries shall be enrolled in Option Three of the District's Health Care Plan.

Upon retirement from the District, the District shall make a one-time calculation based upon the following:

$75 x number of accrued sick days

The money resulting from this calculation shall be held on account in the business office and shall be used to offset the employee's contribution to health insurance in retirement.

In the event of the retiree's death, the retiree's spouse/dependent(s) shall be permitted to use the sick leave escrow account to continue health plan.

Employee contributions for health insurance shall be as follows:

> 2022-2023 – Effective 7/1/22, the employee contribution shall be 20% of the annual plan premium equivalent of a Single, 2-Person, or Family Plan.
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> 2023-2024 – Effective 7/1/23, the employee contribution shall be 20% of the annual plan premium equivalent of a Single, 2-Person, or Family Plan.
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> 2024-2025 – Effective 7/1/24, the employee contribution shall be 20% of the annual plan premium equivalent of a Single, 2-Person, or Family Plan.
>
> 2025-2026 – Effective 7/1/25, the employee contribution shall be 20% of the annual plan premium equivalent of a Single, 2-Person, or Family Plan.
>
> 2026-2027 – Effective 7/1/26, the employee contribution shall be 20% of the annual plan premium equivalent of a Single, 2-Person, or Family Plan.

If an employee dies before retirement, and was otherwise eligible for retirement into the NYS Employees' Retirement System, the surviving spouse shall be eligible for the health insurance benefit described in the first paragraph of this option. If an employee dies after retirement, the surviving spouse may continue District paid health care coverage. If the surviving spouse remarries, the District paid health care coverage shall be discontinued.

C. Short-Term Disability Insurance

Disability insurance will be provided to all Confidential/Exempt secretaries, and the premium will be paid by the District. While an employee is on leave covered by disability insurance, the District will continue to pay the District-portion of the employee's health insurance premium as if the member was an active employee. Sick leave credits used by an employee during a period of absence for which an award of compensation has been made and credited to the District as reimbursement for wages paid shall be restored to the employee on a pro-rated basis equal to the sum received.

D. Income Protection

The District will provide an income protection plan to Confidential/Exempt Secretaries that will give coverage amounting to 70% of a secretary's monthly earnings not to exceed the maximum monthly benefit, less other income benefits.

The maximum monthly benefit is $5,000

E. Health Insurance into Retirement

Each Confidential/Exempt Secretary who has been employed by the District for 10 Years, has provided notice of retirement as outlined below and is eligible for New York State Employees' Retirement will, at the time of retirement, have their health insurance coverage at the same rate and under the same plan as an active member until she reaches the age of 65. As of July 1, 2022, any insurance provided to retirees pursuant to this or successor agreements shall be a Medicare Advantage Plan upon the eligibility of the retiree.

a. Effective July 1, 2022, the notice required to take health insurance into retirement is thirty (30) calendar days.
b. Effective July 1, 2023, the notice required to take health insurance into retirement is sixty (60) calendar days.
c. Effective July 1, 2024, the notice required to take health insurance into retirement is ninety (90) calendar days.
d. Effective July 1, 2025, the notice required to take health insurance into retirement is one hundred twenty (120) calendar days.
e. Effective July 1, 2026, the notice required to take health insurance into retirement is one hundred twenty (120) calendar days.
f. Effective June 30, 2027, the notice required to take health insurance into retirement is six months.

G. Health Insurance Opt-Out

Employees who have access to health insurance coverage other than through the District or whose spouses have insurance and can show that the district will be reduced by one health insurance policy shall be eligible to waive health insurance coverage from the District and will receive Four Thousand Five Hundred ($4,500) Dollars per contract year as a one-time lump sum not to be added to the base salary. Employees electing to waive such coverage shall notify the Employer prior to June 1st of each year. New employees shall notify the Employer within thirty (30) days of employment as to their election of health insurance coverage or the sell-back. Employees who opt-out of the Health Insurance Plan shall provide to the Employer proof of other coverage. The employee shall provide such proof to the Employer, upon request by the Employer at any time during the year, 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. Should an employee lose such other coverage for any reason, the employee shall notify the Employer of such loss of coverage and shall be enrolled in the Employer'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. Proration shall be based on months per year. (1/12th of the total for each month out of the plan.)

H. Permanent buy-out into retirement

Any confidential/exempt secretary 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 one-half (1/2) the employee's final salary. This opt-out provision is only available to those who were covered by District health insurance coverage in the year prior to retirement.

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.

I. *Dental Program*

Confidential/exempt secretaries shall be eligible to participate in the Horseheads Central School District Self Insured Dental Plan 5 at no cost.

Confidential/exempt secretaries are eligible for the above-referenced dental benefits in retirement.

J. *Vision Care*

The CSEA Platinum Vision Plan will be provided to all confidential/exempt secretaries. Application must be initiated by the confidential/exempt secretary. Members may keep the Vision Plan into retirement at no cost to the retiree.

V. VACATION/HOLIDAYS

A. Vacation

Each Confidential/Exempt Secretary will receive 30 vacation days annually (effective July 1, 2015).

In the event a confidential/exempt secretary is not able to use vacation days during a given contract year and has accumulated more than 30 days, the confidential/exempt secretary may petition the Superintendent to carry over additional days. Those days in excess of 30 shall be utilized within the first two months of the new contract year.

For those confidential/exempt secretaries who are entitled to vacation days, confidential/exempt secretaries may be paid for up to ten days of unused vacation time. Such request may be made at any time. For the purpose of this calculation, the daily rate is calculated using a base of 215 days, except that for employees hired on or after July 1, 2017, the daily rate shall be calculated using a base of 260 days.

B. Unused Vacation Days in Year of Retirement

Any Confidential/Exempt Secretary retiring may, in the school year of retirement, have the choice of taking her earned vacation time in days off, or receiving a lump-sum payment for accumulated earned vacation days.

C. Holidays

Fifteen (15) holidays will be granted with full pay. The specific days will be determined by the District.

D. Vacation Conversion

Any confidential/exempt secretary hired on or before July 1, 2022 with 5 or more years of service in the District, shall be eligible to elect to have up to 5 days of vacation converted to regular salary. The Confidential/Exempt Secretary must notify the District prior to June 15 in order that the appropriate adjustment may be made. In which case, up to 5 days of vacation will be permanently reduced from the employee's allotment and the employee will have her regular salary increased by an equivalent amount.

VI. <u>DURATION OF AGREEMENT</u>

The duration of this agreement shall commence on July 1, 2022 and end June 30, 2027.

HORSEHEADS CENTRAL SCHOOL DISTRICT

By: [redacted] 7/14/22
Dr. [redacted] J. Douglas
Superintendent

HORSEHEADS CONFIDENTIAL/EXEMPT SECRETARIES

By: [redacted]