

AGREEMENT

Between

THE SUPERINTENDENT OF SCHOOLS
HORSEHEADS CENTRAL SCHOOL DISTRICT

and

THE HORSEHEADS SCHOOL SERVICES ASSOCIATION

July 1, 2023 – June 30, 2028

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ARTICLE 1 – RECOGNITION

§ 1.1 Recognition unit defined. The Board of Education of the Horseheads Central School District recognizes the Horseheads School Services Association as the sole and exclusive negotiating representative for a unit consisting of all Teacher Aides, Teaching Assistants, and long-term substitutes hired to work one (1) semester or more, but excluding aides employed as Library Clerks and temporary employees.

ARTICLE 2 – DEFINITIONS

§ 2.1 Definitions. As used in this agreement:

- (a) The term *Association* means the Horseheads School Services Association.
- (b) The term *Board* means the Board of Education of the Horseheads Central School District.
- (c) The term *District* means Horseheads Central School District.
- (d) The term *Superintendent* means the Superintendent of Schools of the Horseheads Central School District.
- (e) The term *employee* means any person in the bargaining unit represented by the Horseheads School Services Association.
- (f) The term *Teacher Aide* means an employee engaged in the performance of duties described in §80.33 (a) of the Regulations of the Commissioner of Education set forth in Appendix A and whose job classification is described in Appendix B.
- (g) The term *Teaching Assistant* means an employee engaged in the performance of duties described in §80.33 (b) of the Regulations of the Commissioner of Education set forth in Appendix A and whose job classification is described in Appendix B.
- (h) The term *full-time employee* means an employee who regularly works a minimum of five (5) hours per day in the work year defined in Section 14.1 of Article 14 of this agreement.
- (i) The term *part-time employee* means an employee who regularly works less than five (5) hours per day in the work year defined in Section 14.1 of Article 14 of this agreement.
- (j) The term *temporary employee* means an employee who is hired for a nonpermanent position for less than the work year defined in Section 14.1 of Article 14 of this agreement, or, an employee hired for a teaching assistant position who has not yet attained their Level I teaching assistant certification.

§ 2.2 Gender and number. Whenever the context so requires, the use of words in this agreement in the singular shall be construed to include the plural and words in the plural shall be construed to include the singular. Words, whether they are in the masculine, feminine or neuter gender, shall be construed to include all of the said genders unless the context would require that the gender apply to only one sex. By the use of the aforesaid 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 3 – PAYROLL DEDUCTIONS

§ 3.1 Association dues deduction. The District agrees to deduct from the salaries of its employees dues for the Association as said employees individually and voluntarily authorize the District to deduct. The unit will provide the District with copies of membership cards authorizing the deduction of dues for each current and new employee that has elected to pay dues and will promptly notify the District when an employee has terminated his or her authorization to pay dues. Dues deductions are to be spread over the school year

beginning with the first possible pay next succeeding the receipt of the necessary information from the Association but no later than twenty-one (21) days after receipt of such information.

§ 3.2 Dues certification. The Association will certify to the District in writing the current rate of membership dues. The Association will give the District thirty (30) days written notice before the effective date of any change in membership dues.

§ 3.3 Transmission of dues. This District will transmit to the Association monies deducted for membership dues before the next payroll date after dues have been deducted.

§ 3.4 Notification of dues deduction authorization. The District will, no later than September 30th of each year, provide the Association with a list of employees who have authorized the District to deduct dues for the Association.

§ 3.5 Discontinuance of dues deduction authorization. An employee who wishes to discontinue his dues deduction authorization must notify the District and the Association in writing.

§ 3.6 NYSUT Member Benefit Trust. An employee may use payroll deduction for payments to the NYSUT Member Benefit Trust.

§ 3.7 NYSUT VOTE-COPE. An employee may elect payroll deduction for payments to the NYSUT Vote Cope Campaign. The local shall turn in all the deduction forms three (3) weeks prior to the date the deduction is to begin. The District shall send a check to the Association at the end of the drive for the total amount deducted from the membership.

ARTICLE 4 – COMPENSATION

§ 4.1 Calculation of annual salary. All employees will be paid on an annual salary basis. The salary shall be calculated by multiplying the number of hours worked per day times the employee's hourly rate, the product of which shall be multiplied by one hundred eighty-five (185) days.

§ 4.2 Payroll schedule. The payroll schedule for employees will be the same as the teachers' payroll schedule. Employees may opt for payment of salary on the basis of twenty-one (21) or twenty-five (25) pays. Those opting for twenty-five (25) pays will receive a "4 in 1" check in the final pay of the school year. This election may not be changed during the school year. Direct deposit to any financial institution with direct deposit capability shall be the sole method of pay for all association members. Electronic pay stubs, rather than printed pay stubs, shall be made available to all association members.

§ 4.3 Salary increases.

- a. For the school year 2023-2024, hourly rates for returning staff members will be increased by \$2.00 per hour.
- b. For the school year 2024-2025, hourly rates for returning staff members will be increased by 4.20%.
- c. For the school year 2025-2026, hourly rates for returning staff members will be increased 4.10%.
- d. For the school year 2026-2027, hourly rates for returning staff members will be increased 4.10%.
- e. For the school year 2027-2028, hourly rates for returning staff members will be increased 4.10%.
- f. TA's shall receive the following annual (not added to base) certification differential to be paid in the second pay in October:

Currently on Level I	\$175
Currently on Level II	\$200
Currently on Level III (or continuing certification)	\$300

§ 4.4 Longevity Award. The longevity award at year five (5) shall be fifteen cents (\$0.15) per hour added to their salary; at year ten (10), members will have twenty cents (\$0.20) per hour added to their salary; at year fifteen (15), members will have twenty-five cents (\$0.25) added per hour to their salary; at year twenty (20), members will have thirty cents (\$0.30) per hour added to their salary; at year twenty-five (25), members will have thirty-five cents (\$0.35) per hour added to their salary; and at year thirty (30), members will have forty cents (\$0.40) per hour added to their salary.

In determining pay for the 2023-2024 school year only, any employee not reaching a longevity award milestone in that year shall receive an adjustment in the amount of the difference between the longevity award and the prior contract and this contract for the most recently achieved longevity award. (I.e., an employee with six to nine years in service will receive an additional \$.08 added to their salary and an employee with 10 or more years of service will receive an additional \$0.10 add to their salary).

§ 4.5 Starting salary.

<u>Position</u>	<u>2023-2024</u>	<u>2024-2025</u>	<u>2025-2026</u>	<u>2026-2027</u>	<u>2027-2028</u>
Teaching Assistants and Teacher Aides	\$15.95	\$16.45	\$16.96	\$17.48	\$18.02

§ 4.6 Change in classification. Notwithstanding the provisions of Sections 4.3 and 4.4 of this Article, if an employee changes from one classification to another, his new salary shall reflect an increase or decrease, as applicable, in his hourly rate as determined by the differences in the starting hourly wages of the applicable classifications. If the change would result in a decrease in hourly wages, the employee's hourly rate will be frozen until the time as the rate corresponds with or exceeds his current rate.

§ 4.7 Teacher substitute compensation. If an employee is requested to substitute for a teacher, he or she will receive his regular hourly rate plus an additional seven dollars (\$7.00) per hour. Said payment will be made for quarter (1/4)-day increments or larger in elementary schools and any time an employee substitutes for two class periods at the middle or high school. The periods need not be consecutive. (i.e., MS periods 1 and 4 or HS periods 1/2 or 1 and 9). Effective for the 2024-2025 school year, the additional hourly sum shall be seven dollars and twenty-five cents (\$7.25) per hour. Effective for the 2025-2026 school year, the additional hourly sum shall be seven dollars and fifty cents (\$7.50) per hour. Effective for the 2026-2027 school year, the additional hourly sum shall be seven dollars and seventy-five cents (\$7.75). Effective for the 2027-2028 school year, the additional hourly sum shall be eight dollars (\$8.00).

§ 4.8 Teacher Aide course credits. An aide who is required to acquire college credits or a Red Cross First Aid Card shall be reimbursed by the District for the cost of such credits upon submission of evidence of successful completion of the course and receipt for the payment for the course.

§ 4.9 In-service compensation. Employees shall be compensated at their individual hourly rate for attendance at in-service courses. Payment for preapproved in-service will be made three (3) times per year. The schedule is as follows:

September -December: 2nd pay in January
January – May: Last pay in June

June: 2nd pay in July

Any in-service work undertaken in July and August will be paid in the first pay in September

§ 4.10 Teaching Assistant certification and examination. Any employee who acquires certification as a teaching assistant shall be reimbursed the full cost for the filing of any certification required under New York State Education Law.

Any Association employee who must take the New York State Teaching Assistant Assessment for the purposes of certification shall be reimbursed the full cost of the Assessment.

Any employee who is required to have DASA Training to maintain their certification as a teaching assistant shall be reimbursed the full cost of the training.

A unit member who is required to acquire a Red Cross First Aid/CPT/AED Card shall be reimbursed by the District for the cost of such course upon submission of evidence of successful completion of the course and a receipt of the payment for the course.

A teaching assistant who worked as a temporary employee of the District for a period of time leading up to their probationary appointment as a full-time teaching assistant or their appointment as a part-time teaching assistant shall be eligible under Article 4, Section 4.10 of the Agreement for reimbursement of the necessary costs of acquiring Level I teaching assistant certification that were incurred during the temporary employment period.

§ 4.11 Mileage reimbursement. All travel between buildings as well as any other travel that must be incurred as part of an employee's job shall be reimbursed at the IRS rate in effect as of January 1st of that year.

§ 4.12 Teaching Assistant college tuition reimbursement.

(a) Any Teaching Assistant who must, as a requirement for up to and including Level 3 Teaching Assistant Certification, or any current Teaching Assistant who currently holds a Teaching Assistant Certification but wishes to become certified up to and including Level 3 Certification, pursuant to the New York State Education Regulations, shall be reimbursed for classes as follows:

- 85% of CCC in-state, per credit hour tuition rate, regardless of the institution attended, upon completion of a course with a grade of "A" or above.
- 75% of CCC in-state, per credit hour tuition rate, regardless of the institution attended, upon completion of a course with a grade of a "B" or above up to an "A."
- 50% of CCC in-state, per credit hour tuition rate, regardless of the institution attended, upon completion of a course with a grade of a "C" or above up to a "B."

(b) Any Teaching Assistant who is not required to obtain Certification but wishes to take college courses that are relevant to the employee's position and/or the District's educational purposes, as determined by the Superintendent or designee, will be reimbursed as follows:

- 70% of CCC in-state, per credit hour tuition rate, regardless of the institution attended, upon completion of a course with a grade of a "B" or above for the first 30 credits.
- 50% of CCC in-state, per credit hour tuition rate, regardless of the institution attended, upon completion of a course with a grade of a "B" or above for any credits above 31 up to a total of 60 credits.

§ 4.13 Educational credit stipend. For college credits, the following annual stipends shall be awarded to bargaining unit members (excluding long-term subs). It is the employee's responsibility to submit college transcripts to the Office of Human Resources September 15th of each school year in order to receive payment. Payment will be made one-half (1/2) at the first pay in December, the second one-half (1/2) at the first pay in May. This will be prorated based upon the number of months of employment in the school year. This stipend does not accrue onto a member's salary from year to year:

60 credits or more	\$1025
30-59 credits	\$775
18-29 credits	\$525
6-17 credits	\$225

ARTICLE 5 – IN-SERVICE COURSES

§ 5.1 Attendance. No employee will be required to attend in-service courses held beyond the regular workday.

§ 5.2 Compensation for attendance. Compensation for attendance at in-service courses shall be in accordance with the provisions of Section 4.9 of Article 4 of this agreement.

§ 5.3 Compensation for instruction. Any teaching assistant or teacher's aide who teaches an in-service class shall receive release time for the course and preparation time for the course according to the following schedule:

When instruction happens during the school day, a full day of instruction shall be eligible for two hours of compensated preparation time at the employees' regular hourly rate, prorated for partial days.

When instruction happens outside of the school day, the employee receives their regular hourly rate for the duration of instruction plus one hour of compensated preparation time at their regular hourly rate.

ARTICLE 6 – CONFERENCES AND WORKSHOPS

§ 6.1 Attendance. Employees will be entitled to attend workshops, conferences or institutes related to their field with the prior approval of the Superintendent or designee. It will be within the discretion of the Superintendent or designee to determine whether a workshop, conference, or institute is related to the employee's field, and the decision of the Superintendent or designee will be final.

Attendance at preapproved workshops, conferences, or institutes will not be charged to any accumulated leave.

§ 6.2 Expenses. The District will pay for approved expenses for attendance.

ARTICLE 7 – EMPLOYEE ATTENDANCE

§ 7.1 Attendance: Employees are expected to be at work.

(a) Sick days. Effective September 1, 2008, each unit member shall receive twelve (12) paid sick days per year to be used for the employee's own personal illness or the illness of a family member. Any days not utilized may be accumulated with a maximum accumulation of two hundred (200) days.

(b) Extended sick bank. An extended sick bank is established for each unit member to be used in the event of a member's continuous illness or an extended disability which would require the use of more sick days than he or

she had accumulated. The extended sick bank shall be accumulated and used as follows:

- One-half (1/2) day of sick days shall be placed in the bank for each day of unused sick days to a maximum of fifty (50) days.
- Such days shall be used only when there are no sick days remaining which were accumulated as part of the days described above in Paragraph A.

§7.2 Compassion Leave Bank

- (a) 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.
- (b) 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 2018-2019 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.
- (c) 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.
- (d) 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.
- (e) An employee who has borrowed from the Compassion Leave Bank shall be required to repay the days borrowed at a rate of ½ 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.

§ 7.3 Absence for personal or emergency business. Employees are given three (3) days per school year for personal business. Personal business is defined as business of a personal nature that cannot be conveniently transacted at any other time. Personal business leave may not be taken to work for another organization, or for the primary purpose of recreation or shopping. Personal days may not be taken on more than two (2) consecutive workdays unless approved by the Superintendent or designee. Additionally, reasons must be given, and prior approval must be obtained by the Superintendent or designee at least five (5) days in advance for personal leave requests for work days immediately before or after a holiday or recess period, or in conjunction with other absence to extend a holiday or vacation. In extenuating circumstances, and with the approval of the Superintendent or his designee, employees may be given additional personal days. If granted, said days may be deducted from those days listed above in Article 7.1.

Unused personal or emergency business days shall roll over into the member's accumulated sick days as established in Section 7.1 (a) above.

§ 7.4 Medical certification. The Superintendent may require an employee to provide medical certification for absences for personal illness of three (3) or more consecutive workdays.

§ 7.5 Absence procedure. An employee who is to be absent from work must enter it in WinCap and notify their supervisor in writing to report the reason for the absence.

§ 7.6 Family and Medical Leave Act. Nothing contained in any provision of this agreement shall be construed to limit the rights of employees to be absent from work without pay as provided in the terms of the Family and Medical Leave Act. Employees taking a leave under the Act are responsible for paying their portion of the insurance premium while on the twelve (12) weeks leave.

§ 7.7 Bereavement leave. A unit member shall be granted up to five (5) days absence at full pay for the death of his or her father, mother, son, daughter, spouse, sibling, grandchild, mother-in-law, father-in-law, grandparents or a relative in the unit member's immediate household. Employees may make application for bereavement leave to the Director of Human Resources for other special circumstances.

§ 7.8 Disability insurance. Effective September 1, 2008, the District shall provide New York State Disability Insurance for off-the-job injuries or illness at no cost to the employees.

ARTICLE 8 – TEMPORARY LEAVE OF ABSENCE

§ 8.1 Educational leave of absence. Any member who has been employed by the District for at least five (5) years may apply for an educational leave of up to one (1) year in length. Such leave shall be granted for the furthering of one's education in an accredited program and shall be without pay. The granting of the leave of absence shall be at the discretion of the Superintendent whose decision shall be final.

§ 8.2 Other leaves of absence. Any employee shall have the right to apply for a non-educational leave of absence by submitting a written request for such leave to the Superintendent whose decision shall be final.

ARTICLE 9 – CHILDCARE LEAVE

§ 9.1 Duration and grant of leave. An employee will be granted, upon request, an unpaid childcare leave of up to one (1) year for childbearing and/or child rearing.

§ 9.2 Extension of leave. An employee will be granted an extension to their childcare leave for up to one (1) additional year, provided that a notice of extension of leave is submitted not less than sixty (60) days before the expiration of the original leave.

§ 9.3 Health insurance during a child care leave. An employee is responsible for paying the full health insurance premium after their twelve (12) weeks of Family Medical Leave Act eligibility and any sick leave is exhausted.

ARTICLE 10 – HEALTH INSURANCE

§ 10.1 Health Care Plan. Effective as soon as practicable, employees shall have the following co-payments:

Office Visits, Surgical Care, Diagnostic Imaging, Cardiac Rehab	\$20 per visit
Telemedicine	\$5/call.
Prescription Drugs* ** *Mail Order is Required for all Maintenance Drugs	
Tier 1	\$10 per 30 days retail; \$0 for 90 day Mail Order

Tier 2	\$25 per 30 days retail; \$20 for 90 day Mail Order
Tier 3	\$40 for 30 days retail; \$30 for 90 day Mail Order
Specialty Drugs	
Mandatory Specialty Drugs must be filled by specialty pharmacies (i.e., Accredo)	\$35 per up to 30-day supply
Non-Mandatory Specialty Drugs can be filled by retail pharmacies or specialty pharmacies	\$40 per 30-day supply (or 90-day supply, if available)
Emergency Room	\$100, waived if admitted
Urgent Care Visit	\$20 per visit

** All "New Scripts" shall be subject to Step Therapy. "New Scripts" are defined as scripts for prescriptions that the patient was not taking as of 7/1/15. In addition, all New Scripts are subject to Prior Authorization.

§ 10.2 Health Care Plan contribution. Employee contributions shall be as follows:

<u>2023-2024:</u>	20% contribution of the Single, Two Person or Family Plan
<u>2024-2025:</u>	20% contribution of the Single, Two Person or Family Plan
<u>2025-2026:</u>	20% contribution of the Single, Two Person or Family Plan
<u>2026-2027:</u>	20% contribution of the Single, Two Person or Family Plan
<u>2027-2028:</u>	20% contribution of the Single, Two Person or Family Plan

§ 10.3 Participation. All full-time employees shall be eligible to participate in the Plan on either an individual, two person or family basis.

§ 10.4 Association notification. The District will notify the Association president prior to June 1st of each school year of the anticipated employee health insurance contribution for the upcoming school year. It is understood that there may be times when the June 1st deadline cannot be met because of issues which may include a lack of contract settlement or budgetary issues. In those cases, the notification shall be made as soon as practicable.

§10.5 Part-time employee participation. A part-time employee may purchase coverage under the Plan on an entirely elective basis. The employee will pay the entire cost of the premium equivalent for the selected coverage.

§ 10.6 Plan administrative documents. The Plan and administrative manual for the Plan shall be the District's plan summary and plan description document as amended and is incorporated by reference.

§ 10.7 Retiree participation.

(a) Participation.

1. Employees who have at least fifteen (15) years of District service, who retire into the retirement system and notify the District no less than six (6) months before their effective date of retirement, shall continue to have the District health insurance until Medicare eligible. Those members who elect to continue their health insurance in retirement shall pay the same premiums as the active members pay.

2. Those employees retiring after 7/1/05 shall have their District health insurance premiums paid until Medicare eligible in accordance with the following schedule:

- Five (5) or more hours: rate of active employees

- Less than five (5) hours: double the rate of active employees

3. If the employee taking the health insurance as a family plan predeceases his or her spouse, then the spouse is eligible to continue the health insurance plan as an individual at the same rate as the active employees of the unit pay for the same benefit.

4. Effective July 1, 2012 and thereafter, upon retirement from the District, any remaining sick days (not inclusive of sick bank days) from the school year in which the unit member retires shall be calculated as follows:

- Seventy-five dollars (\$75.00) times the number of unused days up to two hundred (200) days. This amount shall be placed on account in the District's business office to be used for the purpose of offsetting the employee's contribution to District Health Insurance until said funds are depleted.

(b) Hours worked shall be computed by averaging an employee's five (5) highest years of employment with the District. For the purpose of computing hours worked, years of service do not have to be consecutive, but the computation shall not include overtime hours.

(c) For all association members who retire effectively July 1st, 2023, and thereafter, the health care coverage plan shall be the same as the plan provided active employees until a participant becomes Medicare eligible, at which time retiree shall instead be entitled to the Medicare Advantage plan. Retirees who were employed by the district as teaching assistants or teacher's aides as of June 30th, 2023, shall have a one-time opportunity to revert the health care coverage offered to active employees at the time of open enrollment two years after joining Medicare Advantage. Retirees not so employed shall not have the opportunity to revert to the health care coverage offered to active employees. For all retirees, the district shall pay ninety-two and one-half percent (92.5%) of the premium equivalent rate of the Medicare Advantage Plan. The employee shall pay seven- and one-half percent (7.5%) of the premium.

§ 10.8 Participation while on unpaid leave. Except as otherwise required by the provisions of the Family and Medical Leave Act, the District shall not make payments to the Plan for an employee who is on unpaid leave of absence. An employee on an unpaid leave of absence may participate in the Plan by paying the COBRA rate for the selected coverage.

§ 10.9 Health insurance opt-out. Employees who have access to health insurance coverage other than through the District shall be eligible to opt-out of health insurance coverage from the District and will receive four thousand five hundred dollars (\$4,500.00) per contract year.

Employees electing to refuse coverage shall notify the employer at least 30 days in advance of the month they wish to refuse coverage. Payments shall be prorated for any dropped coverage after July 1 of each year. New employees shall notify the employer within thirty (30) days of employment as 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. Such proof shall be provided by the employee 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 reinstated in the District's health insurance plan. In such case, the buy-out shall be pro-rated based upon the date they are reinstated.

A unit member may, in any year of eligibility for retirement into the New York State Teachers' Retirement System, elect at the time of retirement to opt out of District Health Insurance Coverage. In exchange for the

irrevocable opt-out, the unit member shall receive an amount equal to twice his or her final base salary. This opt-out provision is only available to those who have access to health insurance coverage other than through the District.

§10.10 New York State Deferred Compensation 457 Plan. In addition to the 403-b Plans to which employees may contribute, effective July 1, 2015, unit members shall be entitled to 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 unit member.

§10.11 Health Care Plan Alternatives. If the premium equivalent for healthcare coverage increases by more than 10% in any year, the parties may agree to meet to discuss alternatives for less costly health care coverage. Any changes discussed would need to be agreed to by the District and the Association.

ARTICLE 11 – FLEXIBLE BENEFIT PLAN

§ 11.1 Plan created. An Internal Revenue Code Section one hundred twenty-five (125) flexible benefit plan is hereby created.

§ 11.2 Administration of Plan. Payments under the plan shall be made by a third-party administrator selected by the District and the Association. The District shall pay the costs for the administration of the Plan.

§ 11.3 Participation. An employee may elect a voluntary salary reduction for contributions to the Plan.

§ 11.4 Plan document. The Plan document is incorporated by reference.

ARTICLE 12 – DENTAL AND OPTICAL REIMBURSEMENT/VISION PLAN

§ 12.1 Dental Plan. Each full-time employee shall be enrolled in the District's self-funded Dental Plan.

§ 12.2 Vision Plan. All employees shall be enrolled in the NYSUT Premier Platinum Vision Plan.

ARTICLE 13 – PERSONNEL FILES

§ 13.1 Official file. There shall be one (1) official personnel file that shall be maintained in the District's central office. An employee may attach a written response to any materials contained in his or her personnel file.

§ 13.2 Right to review. An employee shall have the right to review his or her personnel file upon request. The right to review shall not, however, include any pre-hire materials or letters of reference pertaining to a change of position or a change of employment. Employees are encouraged to check their personnel files on a regular basis. In doing so, a request to review the file must be made at least twenty-four (24) hours in advance of the review.

§ 13.3 Right to respond.

- (a) An employee may attach a written response to any materials contained in his or her personnel file.
- (b) An employee shall be afforded one (1) opportunity to affix his signature to any derogatory materials that are to be placed in his personnel file. An employee's signature signifies only that he or she has examined the material and does not necessarily indicate agreement.

§ 13.4 Contents of file. No anonymous material shall be placed in an employee's personnel file.

ARTICLE 14 – WORKING CONDITIONS

§ 14.1 Work year. The regular work year for employees shall end on the last day that any student is required to report to any school. This work year shall consist of one hundred eighty-five (185) days inclusive of snow days.

§ 14.2 Workday. At the beginning of the school year, all employees shall be assigned an appropriate starting and dismissal time. This time shall remain in effect for the duration of the school year unless the needs of the District require that they be changed. Employees are expected to attend the mandated two (2) hour District-wide safety training. If the training is scheduled on a day that is not part of the one hundred eighty-five (185) day work year, employees shall be paid an additional two (2) hours for their attendance.

§ 14.3 Extended workday or work year.

- (a) No employee shall be required to work an extended workday or work year.
- (b) Work performed as an extension of the workday or the work year shall be compensated at not less than an employee's regular hourly rate, provided, however, that hours in excess of seven (7) per day will be paid at time and one half.
- (c) If an employee is requested to work in excess of the regular work year, such request shall be submitted in writing to the employee not less than one week before the beginning of the extended period of work. If the employee does not receive at least one week's notice, he or she shall be paid time and one half for the excess work.

§ 14.4 Breaks.

- (a) Employees who work four (4) or more consecutive hours per day shall be entitled to a daily fifteen (15) minute non-working break. The term *consecutive hours* means the total number of hours that an employee is assigned to work daily, even though said hours may be interrupted by a lunch period. Notwithstanding the foregoing, if an employee works four (4) hours and said hours are interrupted by a lunch period, then the employee shall not be entitled to a break.
- (b) The scheduling of break time shall be the responsibility of an employee's immediate supervisor, provided, however, such break time shall not be scheduled immediately adjacent to an employee's lunch period unless the employee so requests.
- (c) No employee shall be required to use break time for travel that may be required by his assignment.

§ 14.5 Lunch period. Employees assigned to work in excess of five (5) hours daily shall have a thirty (30) minute, duty-free, unpaid lunch period each day. The duty-free lunch period shall be exclusive of any required travel time.

§ 14.6 Travel time. No employee shall be required to travel between buildings during any part of his or her regularly scheduled lunch period or break time.

ARTICLE 15 – EVALUATION

The parties agree to meet and review the current evaluation tool and make modifications as necessary to meet the needs of both parties.

§ 15.1 Procedure.

- (a) An employee's performance shall be evaluated in writing by his or her building administrator in consultation with the employee's immediate supervisor. The evaluation shall be reviewed with the employee at a scheduled conference. At the completion of the conference, the evaluation form shall be initialed by both

the administrator and the employee. The administrator shall support the employee to correct instances of unsatisfactory performance before a succeeding evaluation takes place.

(b) Written evaluations for all employees, other than probationary teaching assistants, shall be forwarded to the Superintendent or designee by the administrator before June 1st of each year.

(c) Teaching Assistants shall be evaluated at least once each semester during their four (4) year probationary period. Evaluations shall be forwarded to the Superintendent or designee by the administrator not later than December 1st for the first semester nor later than May 15th for the second semester.

(d) An employee shall be furnished with a complete copy of the evaluation report for his or her own records.

§ 15.2 Right to respond. An employee shall have the right to make a written response to his or her evaluation and to have the response attached to the copy of the evaluation in his or her personnel file.

§ 15.3 Evaluation form. Copies of the evaluation form for each employee job classification will be available in each building office.

ARTICLE 16 – VACANCIES

§ 16.1 Vacancy defined. The term vacancy means an opening in any existing position for which written notice has been received, any newly created position in the bargaining unit or when a leave without pay is to be vacant for six (6) calendar months or more.

§ 16.2 Posting.

(a) Vacancies shall be posted at least five (5) business days before the final date on which application must be submitted. As vacancies occur, the Office of Human Resources shall email all unit members and shall cause the posting, on all faculty boards in all school buildings, a list of the vacancies. The president of the Association will be notified of all vacancies as they occur.

(b) The posting will set forth criteria. If additional information is needed regarding job descriptions, qualifications and salaries for vacant positions, it shall be made available to employees upon request to the Office of Human Resources.

(c) Summer vacancies. Employees will indicate on their Return to Work Form (completed annually in June) if they desire to be notified at a non-District email address of vacancies occurring during July and August.

§ 16.3 Applications. An employee who desires to apply for a vacancy shall submit his or her application in writing to the Office of Human Resources.

§ 16.4 Employee priority. Qualified current employees will be given priority when vacancies occur within the District. In special situations, the District may retain an employee in his or her position because of his or her work experience for a period not to exceed forty-five (45) calendar days. At the expiration of the period, the employee will be transferred to the new assignment.

ARTICLE 17 – TRANSFERS

§ 17.1 Voluntary transfer.

(a) If two (2) or more employees apply for the same vacancy, an interview will be conducted with each employee to assess his or her success in meeting the criteria as established under the provisions of Section 16.2.

(b) If two (2) or more employees equally meet the criteria, the employee with the greatest seniority will receive the transfer.

(c) If an employee's request for transfer is not granted, the employee may meet and confer with his immediate supervisor to discuss the reason for the denial of his transfer request.

§ 17.2 Involuntary transfer.

(a) It is recognized that some involuntary transfers of employees from one building to another or reassignments within a building may be unavoidable, but such transfers should be held to a minimum. Notice of an involuntary transfer shall be given to an employee as soon as practicable.

(b) Prior to effecting an involuntary transfer, a notice advertising the vacancy will be posted in each building in an effort to secure qualified volunteers. Qualified volunteers will be considered first.

§ 17.3 Notice of hiring. As soon as possible, but not later than the end of each month, the Superintendent shall deliver to the Association information depicting employment changes within the unit membership.

§ 17.4 Displaced employees. As used in this Section, the term *school closing* means the actual closing of a building; the term *redistricting* means the redistribution of pupils, and the term *building needs* refers to displacement due to change in building needs.

(a) The District will endeavor to adhere to the following procedure, which governs the placement of an employee who is displaced because of a school closing:

1. The District will provide a listing of known unit vacancies to the Association president by June 1st of the year in which a school will be closed. The list will also be posted in each building.

2. The District will forward an assignment preference sheet (Appendix C) to employees who will be displaced because of a school closing. The assignment preference sheet will be distributed at the time of the posting of the list described in subdivision (1) of paragraph (a) of this Section. The assignment preference sheet shall be returned to the District office within five (5) business days.

(b) The District will endeavor to adhere to the following procedure, which governs the placement of an employee who is displaced because of redistricting:

1. The District will provide a listing of known unit vacancies to the Association president by May 15th of the year in which redistricting will occur. The list will also be posted in each building.

2. The District will forward an assignment preference sheet (Appendix C) to employees in the school whose student population will be distributed. The assignment preference sheet will be distributed at the time of the posting of the list described in subdivision (1) of paragraph (a) of this Section. The assignment preference sheet shall be returned to the District office within five (5) business days.

(c) Where building needs require a staffing change, any displaced employee shall apply for any open position. Where no open position exists, the employee may bump the least senior bargaining unit member.

(d) If an involuntary transfer must be made, it will be determined by an employee's work experience.

(e) The District will make every reasonable effort to assign displaced employees according to their preference and to make known their assignments by the end of the school year, provided that the employees are not on lay-off status.

ARTICLE 18 – SENIORITY, LAYOFF AND BUMPING RIGHTS

§ 18.1 Seniority defined. The term seniority means the length of continuous service to the District in a specific job title within the unit.

§ 18.2 Application of seniority. Seniority will control in matters of layoff and recall.

§ 18.3 Seniority lists. The following separate job classifications are established for purposes of seniority lists: (a) Teaching Assistants; (b) Teacher Aides.

§ 18.4 Placement on lists.

(a) An employee will be placed on the appropriate seniority list in accordance with his or her years of service. An employee's date of hire usually controls his or her placement on the list.

(b) Time spent on leave without pay shall be deducted from an employee's total years of service and such deduction may result in an employee with an earlier date of hire having less seniority than an employee with a later date of hire.

(c) The date which the District notified an employee of his or her effective starting date will be the employee's date of hire. If two (2) or more employees have the same date of hire, their placement on the seniority list will be in accordance with their total service in the District. For example, if an employee were hired on September 1, 1985 as a Teaching Assistant and has no prior service in the District, and another employee were hired on the same date as a Teaching Assistant with two (2) years' prior service, then the latter employee will be senior to the former employee.

§ 18.5 Full-time and part-time employees.

(a) For employees hired before May 1986, a year of part-time service equals a year of full-time service and said employee is considered a full-time employee for computing total years of service. The benefit set forth in this paragraph of this Section remains in effect even if an employee transfers from one job classification to another.

(b) For employees hired after May 1986, time served in the District shall be prorated in computing total years of service. For example, two years' employment at two and one-half (2 ½) hours per day in a position equals one (1) year of service.

(c) When the District reduces positions, part-time employees hired after May 1986 shall be laid off before any full-time employee is laid off within his or her job classification. If reductions affect employees hired before May 1986, employees shall be laid off in reverse order of seniority within their job classification.

§ 18.6 Layoff. For the purpose of reducing positions and subsequent layoff, the following procedure will prevail.

(a) All temporary employees will be laid off before part-time employees are laid off.

(b) Part-time employees hired after May 1986 will next be laid off in reverse order of seniority.

(c) After all part-time employees have been laid off, full-time employees will be reduced in reverse order of seniority.

§ 18.7 Bumping rights and preferred eligible list.

(a) Laid-off employees shall have their names placed on a preferred eligible list in the job classification from which they were laid off and shall be credited with their total years of service in the District. An employee's name shall remain on the preferred eligible list for seven (7) years.

(b) If a laid-off employee has no prior service in another job classification, he or she will have no bumping rights, and his or her name will be placed on the preferred eligible list in the job classification from which he or she was laid off in the manner described in paragraph (b) of this Section.

§ 18.8 Recall rights. The District must offer an open position to an employee on the preferred eligible list in reverse order of seniority.

ARTICLE 19 – GRIEVANCE PROCEDURES

§ 19.1 Grievance defined. A *grievance* means any claimed violation, inequitable application or misinterpretation of this agreement.

§ 19.2 General provisions.

(a) All grievances shall include the name and position of the aggrieved party, the identity of the provisions of law, this agreement, policies, etc., involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

(b) Except for informal decisions at stage one (1) (a), all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefor. Each decision shall be promptly transmitted to the aggrieved party and the Association.

(c) The Superintendent and the Association will make available related material and relevant documents, communications and records concerning a grievance to the aggrieved parties, excepting confidential personal appraisals and/or recommendations.

(d) An aggrieved party and any party-in interest shall have the right at all stages of the grievance procedure to confront all witnesses called to testify against him or her and to call witnesses on his or her own behalf, and, if an official transcript is kept of the proceedings, to be furnished with a copy of said transcript at each and every stage of the grievance procedure.

(e) Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents will be jointly developed by the Superintendent and the Association. The Superintendent shall have said forms duplicated and distributed so as to facilitate operation of the grievance procedure.

(f) All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

(g) The Superintendent shall be responsible for accumulating and maintaining an official grievance record, which shall consist of the written grievance, all exhibits, transcripts, communications, as the case may be, written arguments and briefs considered at all levels other than stage one (1) (a) and all written decisions at all stages. The District shall be responsible for summarizing the positions presented by each party at Stages 2 and 3, and will make such position summaries available within ten (10) school days of the conclusion of the

hearings at Stages 2 and 3. The Association or the aggrieved party shall advise the appropriate hearing officer of any errors in the position summaries. Any claim of error in the position summaries shall become a part of the official grievance record and the hearing officer shall indicate the determination made respecting such claimed error. The official grievance records shall be available for inspection and/or copying by the aggrieved party and the Association, but it shall not be deemed a public record.

§ 19.3 Time limits.

- (a) Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
- (b) No written grievance will be entertained as described below and such grievance will be deemed waived unless a written grievance is forwarded at the first available stage within thirty (30) days of the act or condition on which the grievance is based, unless it occurs within fifteen (15) days after opening the school.
- (c) If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.
- (d) Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his or her representative and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

§ 19.4 Stage one – immediate supervisor.

- (a) An employee having a grievance will present it to his or her immediate supervisor alone or, at the employee's option, in the company of a representative of the Association, with the objective of resolving the matter informally.
- (b) If the grievance is not resolved informally, the aggrieved party shall have the responsibility of reducing the grievance to writing and presenting it to his or her immediate supervisor, or if the grievance involves more than one (1) building, to the appropriate supervisor. Within five (5) school days after the written grievance is presented to him or her, the supervisor shall render a decision thereon in writing and present it to the aggrieved party.

§ 19.5 Stage two – Superintendent.

- (a) If the aggrieved party is not satisfied with the written decision at the conclusion of stage one (1) and he or she wishes to proceed further under this grievance procedure, he or she shall, within five (5) school days, present the grievance to the Association for its consideration.
- (b) If the Association determines that the aggrieved party has a meritorious grievance, it will file a written appeal of the decision at stage one (1) with the Superintendent within ten (10) school days after the aggrieved party has received the written decision. Copies of the written decision at stage one (1) shall be submitted with the appeal.
- (c) Within ten (10) school days after receipt of the appeal, the Superintendent or his or her duly authorized representative shall hold a hearing with the aggrieved party and the Association or its representative and all other parties-in-interest.
- (d) The Superintendent shall render a decision in writing to the aggrieved party, the Association and its representative within five (5) school days after the conclusion of the hearing.

§ 19.6 Stage three – arbitration.

- (a) If, after receipt of the stage two (2) decision, the aggrieved party and/or the Association are not satisfied, the Association may submit the grievance to arbitration by written notice to the Board within fifteen (15) school days of the stage two (2) decision.
- (b) Any dispute, claim or grievance arising out of or relating to the interpretation or the application of this agreement and processed as described in this Article shall be submitted to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association.
- (c) The decision of the arbitrator shall be final and binding on both parties.

ARTICLE 20 – DISCIPLINE AND DISMISSAL

§ 20.1 Probationary employees.

- (a) A probationary Teacher Aide who is to be dismissed shall receive written reasons for dismissal at least thirty (30) days before the date of the Board meeting at which the dismissal shall be acted upon. Within ten (10) days of receipt of the reasons, the aide may make a written request for a hearing before a committee of the Board. The hearing shall be scheduled within ten (10) days of receipt of the request. Within five (5) days after the hearing, the Board shall make a determination based upon the information submitted at the hearing and the determination shall be transmitted in writing to the aide.
- (b) Probationary teaching assistants shall be dismissed in accordance with the applicable provisions of the Education Law.

§ 20.2 Permanent and tenured employees. For the purposes of this Section, the term *eligible employee* means a permanent Teacher Aide, or a tenured Teaching Assistant.

- (a) The Association and the District agree to provide options to the procedures and the rights afforded permanent Teacher Aides under Sections 75 and 76 of New York Civil Service law and the procedures and rights afforded tenured teaching assistants under Article 61, specifically Sections 3012 and 3020-a for the New York State Education Law, and agree to an alternative discipline and dismissal procedure of just cause as provided herein. Any waiver of Sections 75 and 76 of the New York Civil Service Law or Article 61, specifically Sections 3012 and 3020-a must be in writing and specifically waive these rights.
- (b) No eligible employee shall be disciplined or dismissed without just cause.
- (c) For the purposes of this Article, the term *discipline* means a reprimand, fine or suspension. The term *dismissal* means termination of services. Counseling memorandums or documentation of incidents shall not constitute discipline and shall not be governed by the procedures of Article fifteen (15) of this agreement. Eligible employees shall have an opportunity, however, to respond to any counseling memorandum or documentation of incident in writing and have the response attached. Documents shall not, however, be considered discipline for purposes of this Article. For a document to be considered disciplinary, it must be labeled as reprimand or identified as other disciplinary measure in writing.
- (d) Prior to any discipline, an eligible employee shall be given reasonable notice of the meeting and notice of the right to union representation.
- (e) Prior to the imposition of any discipline involving suspension, fine or dismissal, the Superintendent or a central staff administrator appointed by the Superintendent shall meet with the eligible employee who will be given reasonable notice of the disciplinary nature of the meeting and his or her right to union representation. If the eligible employee wishes to waive the right to union representation, the waiver shall be in writing. The

eligible employee shall be provided with written notice of the reason of discipline and the proposed penalty. The Superintendent or the designee shall allow the eligible employee an opportunity to respond to the reason for discipline and the appropriateness of the penalty before a decision is made imposing the discipline or dismissal.

(f) Should discipline involving suspension, fine or dismissal be imposed by the District, the eligible employee shall have the right to grieve the matter in accordance with the expedited arbitration proceeding herein. The District and the Association agree to American Arbitration Association as the permanent arbitrator for discipline and discharge just cause arbitration. American Arbitration Association has agreed to make a commitment to schedule arbitration hearings in an expeditious manner. The parties agree that every effort will be made to hold the arbitration hearing within thirty (30) days of the filing of a grievance. Discipline involving reprimand shall follow the procedures set forth herein except that the procedure need not be expedited.

(g) Discipline involving a suspension without pay, fine or dismissal shall be imposed only by the Superintendent or his/her designee, in which case the grievance constitutes the demand for arbitration.

(h) Should the District or the arbitrator be unable or be unprepared to proceed to arbitration on the scheduled date, then the eligible employee, if suspended without pay or terminated, will be returned to the payroll pending the outcome of the hearing or until such time as the eligible employee's representative is unable or unprepared to proceed to arbitration, at which time the suspension or termination will be reinstated.

(i) If post hearing briefs are required or requested by the arbitrator or by either party, said briefs are to be received by the arbitrator within ten (10) days of the conclusion of the hearing.

(j) The arbitrator shall have ten (10) working days to render his award. Should the District fail to file its brief in accordance with the requirements of paragraph (k) of this Section or the arbitrator fails to render his award in accordance with the provisions of this Section, the unit member shall be restored to the payroll pending the outcome of the hearing. Provided, however, that the Association representative has filed his brief in a timely manner.

(k) Just cause arbitration hearings shall be held after the eligible employee's regular workday.

ARTICLE 21 – RIGHT TO REPRESENTATION

§ 21.1 Representation ensured. An employee shall have the right to appear with representative of the Association when consulting for any reason relating to the terms of this agreement, discipline or discharge.

ARTICLE 22 – ASSOCIATION RIGHTS

§ 22.1 Use of facilities. The Association shall have the right to use the facilities and communications systems of the District, including, but not limited to, bulletin boards, faculty mail boxes, and interschool mail delivery. The District shall not grant the right hereinbefore described to any competing employee organization.

§ 22.2 Association leave days. The Association shall be granted fifteen (15) days of paid leave per year to attend meetings of the New York State United Teachers and the New York State Teachers' Retirement System. Association leave days shall not be deducted from an employee's accumulated sick leave or personal leave. Five (5) additional days per year can be used, with the permission of the member's immediate supervisor, to meet with members in other buildings throughout the District.

§ 22.3 Attendance at proceedings. If the Board, the Superintendent or a judicial board requires an employee's presence for negotiations or grievance proceedings, the employee shall not lose pay for such required attendance.

§ 22.4 Discrimination prohibited. The District shall not discriminate against any employee for the purpose of

encouraging or discouraging in or participation in the activities of any employee organization.

§ 22.5 Sporting event work. Members may apply to the Athletic Director to work at District Sporting Events.

ARTICLE 23 – GENERAL PROVISIONS

§ 23.1 Supersession. This agreement shall supersede any rules, regulations or practices of the District that shall be contrary to or inconsistent with its terms.

§ 23.2 Inclusiveness of agreement.

(a) This agreement constitutes the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to the agreement.

(b) The parties agree that all negotiable items have been discussed during negotiations leading to this agreement, and, therefore, agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of this agreement.

§ 23.3 Supremacy of agreement. Any individual agreement or contract between the District and an individual member of the bargaining unit heretofore executed shall be subject to and consistent with the terms of this or subsequent agreements executed by the parties. If an agreement or contract contains any language inconsistent with this agreement, this agreement shall be controlling during its term.

§ 23.4 Severability. If any provision of this agreement or any application of the agreement shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE 24 – LEGISLATIVE APPROVAL

§ 24.1 Section 204-a of the Public Employees' Fair Employment Act.

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

ARTICLE 25 – DURATION

§ 25.1 Term of agreement. This agreement shall be for five (5) years commencing July 1, 2023 and ending June 30, 2028.

FOR THE DISTRICT

Redacted

FOR THE ASSOCIATION

Redacted

DATED _____

12/11/23
DATED _____

APPENDIX A
SECTION 80.33 (A) AND (B) OF THE COMMISSIONER'S REGULATIONS

CHAPTER II COMMISSIONER'S REGULATIONS

80.33 Supplementary school personnel.

(A) Teacher Aide

(1) A Teacher Aide may be assigned by the Board of Education to assist teachers in such nonteaching duties as:

- (i) Managing records, materials and equipment;
- (ii) Attending to the physical needs of children; and
- (iii) Supervising students and performing such other services as support teaching duties when such services are determined and supervised by teachers.

(B) Teaching Assistant

(1) Description. A Teaching Assistant is appointed by a Board of Education to provide, under the general supervision of a licensed or certified teacher, direct instructional service to students.

(2) Duties. Teaching Assistants assist teachers by performing duties such as:

- (i) Working with individual pupils or groups of pupils on special instructional projects;
- (ii) Providing the teacher with information about pupils which will assist the teacher in the development of appropriate learning experiences;
- (iii) Assisting pupils in the use of available instructional resources, and assisting in the development of instructional materials;
- (iv) Utilizing their own special skills and abilities by assisting in instructional programs in such areas as: foreign languages, arts, crafts, music and similar subjects; and
- (v) Assisting in related instructional work as required.

APPENDIX B
TEACHER AIDE AND TEACHING ASSISTANT CLASSIFICATIONS

1. The following positions are classified as Teacher Aides:

- 1.1 Study Hall Aides
- 1.2 Hall Aides
- 1.3 Cafeteria Aides
- 1.4 Teacher Aides
- 1.5 In-School Suspension Aides
- 1.6 Guidance Aides

An employee classified as a Teacher Aide will be assigned duties that are in compliance with Section 80.33 (a) of the Commissioner's Regulations.

2. The following positions are classified as Teaching Assistants, effective September 1, 1985 and as amended July 1, 1990:

- 2.1 Resource Room
- 2.2 Gateways
- 2.3 Math
- 2.4 Reading
- 2.5 Resource Center (e.g., Social Studies, English, Science)
- 2.6 Career Center
- 2.7 Computer Lab
- 2.8 Writing Lab
- 2.9 Library
- 3.0 In-School Suspension TA
- 3.1 Study Hall TA

An employee classified as a Teaching Assistant will be assigned duties that are in compliance with Section 80.33 (b) of the Commissioner's Regulations.

APPENDIX C
ASSIGNMENT PREFERENCE SHEET

Name of Displaced Person:

Current Assignment:

Current School:

Current Hours at Each School/Building:

First three preferences. Be specific as to grade level, hours and school.

RETURN TO THE DISTRICT WITHIN FIVE (5) BUSINESS DAYS

APPENDIX D
HEALTH PLAN OVERVIEW
Horseheads Central Schools Health Plan – Active Option 3

Benefit Type	Benefit Description – In Network & Out-of-Network
BENEFIT PERIOD	☒ Calendar year
WHO IS COVERED	
Dependent Coverage Administered to end of month	☒ Dependent to 26 Covered for biological, step, foster and adopted children only
Domestic Partner	☒ Not Covered
MEDICAL NECESSITY	
Pre-Cert Apply Y/N?	☒ No Preauthorization- No Penalty
HEALTH AND WELLNESS	
Health & Wellness Program	☒ None
COST SHARING EXPENSES	
Deductible	☒ None
Deductible Carry-Over Y/N	☒ No
History Conversion Required? (includes deductible and coinsurance)	☒ No
Copayment (OV COPAY)	☒ \$20, except where noted
Coinsurance	☒ None
Annual Out-of-Pocket Maximum (includes deductible, excludes copayment)	☒ None
Lifetime Benefit Maximum	☒ None
HOSPITAL INPATIENT SERVICES	
Inpatient Hospital Services Inpt. Adm. for mastectomy must be covered for as long as attending physician deems medically necessary) (Unlimited days per Calendar Year)	☒ Covered in Full
Mental Health Care Includes Partial Hospital (Includes 3:1 Day/Night Care) (30 days per calendar year)	☒ Covered in Full
Residential Treatment	☒ Not Covered
Detoxification (7 days per Calendar Year)	☒ Covered in Full
Skilled Nursing Facility	☒ Covered in Full (120 days)
Physical Rehabilitation (60 days per Calendar Year)	☒ Covered in Full
Chemical Dependence and Abuse Rehabilitation (30 days per Calendar Year) 2 Admissions per lifetime	☒ Covered in Full
Maternity Care	☒ Covered in Full
Newborn Nursery Care	☒ Covered in Full
Internal Prosthetics	Included in inpatient services
HOSPITAL OUTPATIENT SERVICES	
Surgical Care including Surgicenters/Freestanding	☒ OV Copay
Pre-admission/Pre-Operative Testing	☒ Covered in Full
Diagnostic Imaging, X-ray, CAT, MRI	☒ OV Copay
Routine Imaging, X-ray, CAT, MRI	☒ OV Copay
Diagnostic Laboratory and Pathology	☒ Covered in Full
Routine Laboratory and Pathology	☒ Covered in Full

Horseheads Central Schools Health Plan – Active Option 3

Radiation Therapy and Chemotherapy	☒ Covered in Full
Hemodialysis	☒ Covered in Full
Mammogram	☒ Covered in Full
Cervical Cytology (Pap Smear, does not include exam)	☒ Covered in Full - Routine & Diagnostic
Mental Health Care (45 days per Calendar Year)	☒ Covered in Full 45 visits
Chemical Dependency (60 visits per Calendar Year, includes 20 Family visits)	☒ OV Copay 60 visits
Covered Therapies (45 visits per calendar year. Includes Physical, Speech, Occupational and Respiratory Therapy)	☒ OV Copay
Cardiac Rehabilitation	☒ OV Copay
Home Care (Unlimited visits per Calendar Year)	☒ Covered in Full, Unlimited Visits
Hospice Care (Includes 5 bereavement counseling visits) (Unlimited visits per Calendar Year)	☒ Covered in Full, Unlimited Visits
PHYSICIAN SERVICES	
Inpatient Hospital Surgery	☒ Covered in Full
Outpatient Hospital & Ambulatory Surgery	☒ Covered in Full
Office Surgery	☒ OV Copay
Covered Therapies (45 visits per calendar. Includes Physical, Speech, Occupational and Respiratory Therapy)	☒ OV Copay
Anesthesia	☒ Covered in Full
Additional Surgical Opinion	☒ OV Copay
Second Medical Opinion	☒ OV Copay
Normal Pregnancy	☒ Covered in Full
Prenatal and Postpartum Care	☒ OV Copay for initial visit, then covered in full
Complications of Pregnancy and Termination	☒ Covered in Full
Delivery Anesthesia	☒ Covered in Full
In-Hospital Physician Visits (IHM for mastectomy must be covered for as long as attending physician deems medically necessary)	☒ Covered in Full
Physician's Office – Preventive Services	
Routine Physical Examinations - (1 per Year)	☒ OV Copay
Well Child Visits and Immunizations (1 visit per calendar year from age 2 up to age 19) Excludes Flu Mist	☒ Covered in full
Adult Immunizations	☒ Coverage for Routine Preventative Care
Physician's Office - Other Services	
Diagnostic Laboratory and Pathology	☒ Covered in Full
Routine Laboratory and Pathology	☒ Covered in Full
Eye Exams Routine	☒ Not Covered
Eyewear Routine	☒ Not Covered
Eye Exams - Diagnostic	☒ OV Copay
Vision Therapy	☒ Not Covered
Hearing Evaluations Routine	☒ Not Covered
Hearing Evaluations Diagnostic	☒ OV Copay
Hearing Aids	☒ Not Covered

Horseheads Central Schools Health Plan – Active Option 3

Diagnostic Office Visits	☒ OV Copay
Office Consultations	☒ OV Copay
Diagnostic Imaging Serv., X-ray, CAT, MRI, etc.	☒ OV Copay
Routine Imaging, X-ray, CAT, MRI	☒ OV Copay
Radiation Therapy and Chemotherapy	☒ Covered in Full
Hemodialysis	☒ Covered in Full
Mammogram	☒ Covered in Full
Routine GYN Visits including Pap Smear	☒ Covered In Full, including Lab
Diagnostic GYN Visits	☒ OV Copay
Prostate Cancer Screenings	☒ OV Copay
Allergy Testing and Treatment	☒ OV Copay – Testing Covered In Full – Treatment
Mental Health Care (45 Visits per Calendar year)	☒ Covered in Full 45 visits
Chiropractic Care	☒ OV Copay
Inpatient Consultations	☒ Covered in Full
Infertility Care	Covered same as similar services under benefit plan – i.e. labs see Diagnostic Laboratory and Pathology benefit, office visit, see Diagnostic Office Visit benefit.
Bone Density Testing	☒ OV Copay
ADDITIONAL BENEFITS	
Treatment of Diabetes (Insulin & Supplies) Education and DME	☒ OV Copay
Durable Medical Equipment (DME)	☒ Covered in Full
External Prosthetics/Orthotics (Foot orthotics excluded) i.e. braces and artificial arms, legs, eyes (\$15,000 max per Calendar Year)	☒ Covered in Full
Medical Supplies	☒ Covered in Full
Foot Orthotics	☒ Covered in Full
Ambulance Service (Includes air)	☒ OV Copay
Pre-hospital Emergency Services/Transportation	☒ OV Copay
Acupuncture	☒ Not Covered
Reproductive Procedures	☒ All Reproductive including GIFT, ZIFT and In-Vitro Fertilization Covered in Full
Telemedicine	\$0 Copay through 6/30/19 \$5 copay beginning 7/1/2019
Prescription Drugs	☒ Covered • Tier 1 - \$10 retail, \$0 90-day mail order • Tier 2 - \$25 retail, \$20 90-day mail order • Tier 3 - \$40 retail, \$30 90-day mail order • Specialty Drugs - \$35 Mandatory/ \$40 Non- Mandatory All new prescriptions are subject to prior authorization including step-therapy. Mandatory mail order for all maintenance drugs.
EMERGENCY SERVICES	
Facility – Emergency Room (Copay waived if admitted within 24 hours)	☒ \$100 Copay
Freestanding Urgent Care Center	☒ \$20 Copay

Physician's Hospital Emergency Room Visit (CIF if Emergency room is copayment)	☒ Covered in Full
Oral Surgery - Wisdom Teeth Only	☒ Covered in Full
WAITING PERIODS	
Pre-Existing Apply	☒ No waiting period for pre-exist. condition applies

Horseheads Central Schools Health Plan – Active Option 3

EXCLUSIONS:	The following are common exclusions that will apply
Acupuncture	Excluded
Blood products	Excluded
Certification Examinations	Excluded
Cosmetic Services	Excluded
Custodial Care	Excluded
Dental (non-accidental services)	Excluded
Developmental Delay	Excluded
Experimental and Investigational Services	Excluded
Free Care	Excluded
Hypnosis/Biofeedback	Excluded
Military Service-Connected Conditions	Excluded
No-Fault Automobile Insurance	Excluded
Nutritional Therapy	Excluded
Private Duty Nursing	Excluded
Reproductive Procedures	Excluded
Reversal of elective sterilization	Excluded
Routine Care of the Feet	Excluded
Self-Help Diagnosis, Training, and Treatment	Excluded
Smoking Cessation Programs	Excluded
Transsexual Surgery and Related Services	Excluded
Vision Therapy	Excluded
Weight Loss Services	Excluded

Note: This benefit grid provides a summary of benefits only and does not, nor is it intended to, replace the legal contract.

This is not a contract. It is intended to highlight the coverage of this program. Benefits are determined by the terms of the contract. All benefits are subject to medical necessity. All day and visit limits are combined limits for both in and out of network benefit. Preventive Services coverage required by the Federal Patient Protection and Affordable Care Act are not quoted herein. Please refer to the United States Preventive Services Task Force list of items and services rated "A" or "B" that are covered pursuant to the Federal Patient Protection and Affordable Care Act requirements.

Rates quoted herein are subject to change as a result of efforts to implement the Federal Patient Protection and Affordable Care Act and the Federal Mental Health Parity and Addiction Equity Act.

Medical plans are issued on either a calendar year or a plan year. Please refer to your contract for verification.

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