Tentative Agreement
Between the
Superintendent of Schools
of the
Horseheads Central School District
and
CSEA, Local 1000 AFSCME, AFL-CIO
Horseheads CSD Secretarial Unit #6355-04
Chemung County Local 808

The Superintendent of Schools of the Horseheads Central School District (District) and Horseheads CSD Secretarial Unit (Association) have tentatively agreed to the following:

The terms of the 2022-2027 collective bargaining agreement between the District and the Unit will continue in full force and effect from July 1, 2025 to June 30, 2030 except as hereinafter set forth:

Horseheads Central School District

AGREEMENT

Between the

SUPERINTENDENT OF SCHOOLS

and

CSEA

The Civil Service Employees Assoc., Inc.,
Local 1000 AFSCME, AFL-CIO

and the

Horseheads CSD Secretarial Unit 6355-04

July 1, ~~2022~~ *2025* – June 30, ~~2027~~ *2030*

Table of Contents to be updated in final contract document.

PREAMBLE

This agreement is entered into this first day of July, ~~2017~~ *2025* by and between the Superintendent of Schools of the Horseheads Central School District and the Civil Service Employees Assoc., Inc., Local 1000 AFSCME, AFL-CIO, and the Chemung County CSEA Local 808, for and on behalf of the CSEA Horseheads Secretarial Unit 6355-04.

Article I.

Section I. Recognition

The Horseheads Central School District, employer, recognizes the Civil Service Employees Assoc., Inc., Local 1000 AFSCME, AFL-CIO as the exclusive representative for collective negotiations with respect to salaries, wages, hours and all other terms and conditions of employment for the employees as defined in Section II.

Section II.

The employer agrees that the Union shall be the sole and exclusive representative for all employees of the employer as set forth below:

a. Clerk Typist
b. Senior Clerk/Typist

In the event new titles(s) are created by the employer during the term of this agreement, the Union shall be informed in writing prior to the establishment of such new title(s). In the event the Union and the employer cannot agree as to whether the new title(s) are to be included in/excluded from the bargaining unit, the parties agree to submit the question to the arbitration step of the Grievance and Arbitration Article of this Agreement. The District agrees that any title mutually deleted from a previous contract between the parties which is subsequently re-created shall be represented by CSEA and become part of this Agreement.

Section III.

All newly hired competitive personnel covered by this contract shall be competitive civil service appointments. New competitive clerical employees shall be required to pass the Civil Service test and shall be appointed from a suitable and proper Civil Service list.

Section IV.

A. Dues Deduction

The Civil Service Employees Association, Inc. shall have exclusive rights to payroll deduction of dues and union sponsored insurance and benefit program premiums for employees covered by this Agreement. Such dues and premiums shall be remitted (in a single check) to the Civil Service Employees Association, Inc., 143 Washington Ave., Albany, NY 12210 on a payroll period basis. The mechanics of this procedure shall be handled by the Payroll

Department the same as such dues and premiums have been handled for the District's Custodial Unit. No other organization shall be accorded any payroll deduction privilege without the express consent and written authorization of the Civil Service Employees Association, Inc.

B.

Direct Deposit.

Direct deposit to any financial institution with direct deposit capability shall be the sole method of pay for all members. *Electronic pay stubs, rather than printed pay stubs, shall be made available to all employees who receive direct deposit.*

C. Tax Sheltered Annuities

Members of the bargaining unit have the right to have money deducted for Tax Sheltered Annuities following the District's set guidelines.

Section V. Access to Employees

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

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

The District agrees to allow time for Association representatives to meet with new hires at the annual new hire orientation before the start of the instructional year. The District also agrees to notify the Association president of new hires appointed during the instructional year so that an Association representative may meet with new hires.

Section VI. Information

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

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

Section VII. Reciprocal Rights

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

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

Section 3. An employee may bring matters of personal concern to the attention of the appropriate employer's representatives and officials in accordance with applicable laws and rules, and may choose her own representative or appear alone in a grievance or appeal proceeding, with the exception that the Civil Service Employees Association, Inc. must be permitted entrance to all such proceedings and must be informed of any decisions surrounding the case, except as hereinafter provided. It is understood and agreed, however, that the Civil Service Employees Association, Inc. will be excluded from all such proceedings upon the request of the affected employee. In any event, the Civil Service Employees Association, Inc. shall be informed of any decisions surrounding the case. It is further understood and agreed that no other employee organization may represent an employee in such situation.

Section 4. The Civil Service Employees Association, Inc. agrees to do its utmost to see that its members perform their respective duties loyally and continuously under the terms of this agreement and will use its best endeavors to protect the interests of the employer to conserve property, protect the public and give service of the highest quality.

Section 5. The Civil Service Employees Association, Inc. shall be permitted to post notices and other communications on bulletin boards maintained on the premises and facilities of the Employer, subject to the approval of the contents of such notices and communications by the Board or the Director of Human Resources.

Section 6. The officers and agents of the Civil Service Employees Association, Inc. shall have the right to visit the Employer's facilities for the purpose of adjusting grievances and administering the terms of this contract. No more than one (1) person shall be designated or elected for the purpose of adjusting grievances or assisting in the administration of this contract.

Such person shall be permitted a reasonable amount of free time from her regular duties in order to fulfill her obligations in this regard. It is understood and agreed that except in the case of an extreme emergency, the immediate supervisor shall be given at least forty-eight (48) hours notice in advance of the time during which an employee will be absent from work for this purpose.

Section 7. Employee Organization Leave

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

i. An employee who is a member of the Civil Service Employees Association, Inc. Board of Directors shall be granted two (2) days leave per year, without charge to accumulated credits, to attend Board of Directors meetings.

ii. An employee who is a delegate to the Civil Service Employees Association, Inc. Annual Convention shall be granted two (2) days leave per year, without charge to accumulated credits, to attend the Civil Service Employees Association, Inc. Annual Convention.

iii. An employee who is an elected or appointed official of Region V Civil Service Employees Association, Inc. shall be granted two (2) days leave per year, without charge to accumulated credits, to attend meetings and official functions as called by the Regional President.

iv. The Unit President and two unit officers or their designees may be allowed two (2) days off per year to attend official union business meetings. Employees serving on CSEA committees may be excused to attend such committee meetings with no charge to leave accrual. Any member of this bargaining unit who is an elected state or national officer will be allowed reasonable time off with pay to attend meetings and conduct NYSAES or NAEOP business.

Section 8. The officers and designated representatives of the Civil Service Employees Association, Inc. unit shall be allowed reasonable time off with pay to pursue the administration of this agreement. Negotiation sessions shall be mutually scheduled. A limit of six (6) unit employees will be allowed to pursue negotiations or grievances on school time.

Article II.

A. Method of payment.

All employees will be paid on an annualized basis.

B. Salary Increases.

~~1. 2022-23. Effective July 1, 2022, each employee who was employed in her current classification in 2021-2022 will receive an increase of the equivalent of $2.50 per hour.~~

~~2. 2023-24. Effective July 1, 2023, each employee who was employed in her current classification in 2022-2023 will receive an increase of the equivalent of $2.00 per hour.~~

~~3. 2024-25. Effective July 1, 2024, each employee who was employed in her current classification in 2023-2024 will receive an increase of the equivalent of $1.75 per hour.~~

4. 2025-26. Effective July 1, 2025, each employee who was employed in her current classification in 2024-2025 will receive an increase of the equivalent of $1.50 per hour.

5. 2026-27. Effective July 1, 2026, each employee who was employed in her current classification in 2025-2026 will receive an increase of the equivalent of $1.25 per hour.

6. 2027-28. Effective July 1, 2027, each employee who was employed in her current classification in 2025-2026 will receive an increase of the equivalent of $1.25 per hour.

7. 2028-29. Effective July 1, 2028, each employee who was employed in her current classification in 2025-2026 will receive an increase of the equivalent of $1.20 per hour.

8. 2029-30. Effective July 1, 2029, each employee who was employed in her current classification in 2025-2026 will receive an increase of the equivalent of $1.15 per hour.

C. Starting salaries for clerk typist shall be as follows:

~~1. 2022-23. Effective July 1, 2022, the starting rate for clerk typist shall be $14.45 per hour.~~

~~2. 2023-24. Effective July 1, 2023, the starting rate for clerk typist shall be $15.45 per hour.~~

~~3. 2024-25. Effective July 1, 2024, the starting rate for clerk typist shall be $16.33 per hour.~~

4. 2025-26. Effective July 1, 2025, the starting rate for clerk typist shall be $17.08 per hour.

5. 2026-27. Effective July 1, 2026, the starting rate for clerk typist shall be $17.71 per hour.

6. 2027-28. Effective July 1, 2027, the starting rate for clerk typist shall be $18.59 per hour.

7. 2028-29. Effective July 1, 2028, the starting rate for clerk typist shall be $19.31 per hour.

8. 2029-30. Effective July 1, 2029, the starting rate for clerk typist shall be $20.00 per hour.

D. Starting salaries for senior clerk typist shall be as follows:

1. 2022-23. Effective July 1, 2022, the starting rate for senior clerk typist shall be $15.05 per hour.

2. 2023-24. Effective July 1, 2023, the starting rate for senior clerk typist shall be $16.05 per hour.

3. 2024-25. Effective July 1, 2024, the starting rate for senior clerk typist shall be $16.93 per hour.

4. 2025-26. Effective July 1, 2025, the starting rate for senior clerk typist shall be $17.68 per hour.

5. 2026-27. Effective July 1, 2026, the starting rate for senior clerk typist shall be $18.31 per hour.

6. 2027-28. Effective July 1, 2027, the starting rate for senior clerk typist shall be $19.19 per hour.

7. 2026-27. Effective July 1, 2028, the starting rate for senior clerk typist shall be $19.91 per hour.

8. 2029-30. Effective July 1, 2029, the starting rate for senior clerk typist shall be $20.60 per hour.

E. Educational Credit

1. An employee shall receive the following added to her base salary upon completion of each of the following Professional Standards level: $100--Basic, $100--Advanced & $200--Certified Educational Office Employee. Proof of completion must be presented to the Office of Human Resources.

2. Educational Reimbursement

Each permanent employee shall be afforded the opportunity to attend college level courses each work year. Each permanent employee shall be entitled to reimbursement of one-half of the cost of tuition (excluding any fees, books, and permits), up to a total of $585 twice each school year. Each permanent employee shall be entitled to reimbursement of one-half of the cost of tuition (excluding any fees, books, and permits), up to a total of $585 during a (12) month period. The course must be taken on the employee's own time. Each permanent employee must meet the following criteria for reimbursement:

- The course must be job related.
- Prior approval must be given by the Director of Human Resources and the Unit President
- A final grade of B or better
- Unit member must submit a copy of the tuition bill and a grade report

Each permanent employee may take more than one course per reimbursement submission. Reimbursement shall be made in March and October for requests submitted by February 15th and September 15th respectively.

F. Longevity

For the purpose of calculating eligibility for longevity awards, each ten and twelve month employee will be placed on Year 1 at their initial date of hire with the District. Effective July 1st after their initial date of hire the employee is at Year 2; on the following July 1st the employee is at Year 3, on the following July 1st the employee is at Year 4, and on the following July 1st the employee will be credited with Year 5 longevity to be added to their annual base salary or hourly rate.

All employees will receive longevities according to the following schedule:

Upon reaching year of service	12-month amount	10-month amount
5	$500	$ .24
10	$600	$ .29
15	$700	$ .34
20	$800	$ .40
25	$900	$ .45
30	$1000	$ .50

G. In-Service

Clerical staff will be paid their regular hourly rate for attendance at all in-service courses which are required or approved for professional enrichment by the District.

Article III.

A. Hours

1. The regular work week shall be 37.5 hours (a 7.5 hour day) 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 seven (7)hour day will be in effect. (School is considered not to be in session when neither elementary nor secondary students are in attendance.)

2. Unit member attendance on Conference Days (2007 MOU)

On District-wide Conference days, when school is not in session but instructional staff is expected to be present, all 12-month unit members shall work a seven hour day. Ten-month unit members, when directed to report to work, shall work the hours assigned by their Supervisor.

On building-specific Conference Days (whether whole or half days), when school is in session, unit members will work their regular shift.

School is considered to be in session when either elementary or secondary students are in attendance for either instruction or examination.

3. In the event that there is a reduction of hours in a full-time position, the employee would have an opportunity to bump a less senior employee in a full-time position in the same classification.

In the event there is no other full-time position in the same classification available, either through lack of incumbents or through such position being encumbered by a more senior employee, then the affected employee may bump a less senior employee in other titles she has previously held or other lower rated titles in a direct line of promotion.

B. Out-of-Title Work

No person shall be assigned to perform the duties of any position unless she has been duly appointed, transferred or reinstated to such a position in accordance with the provisions of the appropriate Civil Service rules. An employee required to perform the duties at the higher classification shall receive the starting hourly rate in that classification for that position for all hours worked or be paid 5% over current hourly rate, whichever is higher.

C. Promotion

When someone goes to a higher classification, her salary will be increased by 5% or they will receive the starting salary of the new classification if the difference between their current salary and their new starting salary is more than 5%.

D. Demotion

If someone changes to a lower paid classification, her salary will be adjusted to the scale of the new position. If an employee returns to the former position, she will receive the salary she was making before the change plus normal raises. The 5% increase will not apply.

E. Severe Weather Days

1. Employees are eligible for two (2) severe weather days annually. These 2 days cannot be carried over from year to year. Upon usage of any severe weather day, the employee will notify his/her supervisor the day of its use
2. When there is an opening delay, clerical staff will not be expected to report during the delay and will be paid for those delay hours at their regular rate.
3. Ten-month employees may work on days when the district is closed due to severe weather and on days given in lieu of unused severe weather days.
4. Twelve (12) month clerical employees work a regular seven (7) hour day on days when the district is closed due to severe weather.

F. Emergency School Closing or Delay for non-weather-related emergencies

1. When an emergency (non-weather related) situation is declared prior to the start of the work day and the entire school district is closed, clerical employees shall not be required to report to work and will receive their regular pay for that entire day. If the emergency affects a particular building(s), clerical employees in the affected buildings shall be excused and will receive their regular pay for that entire day.
2. If an emergency situation is declared during the workday, either district-wide or building specific, clerical employees in affected buildings shall be excused and will receive their regular pay for that entire day.

3. Should the employee be directed to remain at work, or directed to report for work in an emergency situation, that employee shall receive double-time pay for all hours worked. At the employee option, compensatory time at the rate of double-time pay for all hours worked may be given in lieu of monetary payment. All compensatory time must be used during the school year in which it was earned. Employees must receive prior approval from his/her supervisor prior to taking the leave.

4. When there is an opening delay, clerical staff will not be expected to report during the delay and will be paid for those delay hours at their regular rate.

Article IV. Overtime

Overtime must receive prior approval from the clerical employee's immediate supervisor. Overtime is to be paid at the rate of time and one-half for each hour over 37.5 hours worked in any one week. During any full week when school is not in session, any employee who works over 35 hours will be compensated at time and one-half.

Article V. Holidays

A. Fifteen (15) paid holidays will be granted each school year for the life of this Agreement, to include: Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Break, Winter/Christmas Break, New Years, Martin Luther King Day, President's Day Recess, Good Friday/Spring Recess and Memorial Days.

The specific dates of observation of these holidays will be determined mutually by the Unit and the District.

B. Holiday Pay

Any clerical worker required to work on a paid holiday will be paid at 2x times their normal rate of pay for all time worked.

Article VI. Transfer of Position

A. Before new personnel are hired, a written notice describing the position (including salary, classification and the location of the job) shall be posted for a period of five (5) working days on the general bulletin board of each school. A secondary vacancy which occurs as a result of any transfer will be posted for two (2) working days in the same manner as described above.

B. Transfer of employees, in accordance with the Civil Service Law, shall be subject to the approval of the immediate supervisor.

C. In the event that two or more employees apply for a position, the District will be required to give due weight to seniority in determining which employee shall be transferred, but the final decision shall rest with the Superintendent. In the event that an employee seeking a transfer is denied such transfer, that employee, if she so requests, will be given the reasons for the denial by the Director of Human Resources.

D. When any transfer is approved or new personnel hired, the President of the Association shall be notified in writing, within five (5) working days as to the effective date of the transfer or employment, name of transferee or new employee, her salary, classification and location of the job.

E. An individual being hired into our unit from any of the other units in the District will be hired at the starting salary for the position being hired. Their accumulated sick leave and bank will automatically be carried forward.

Article VII. New Positions and/or Reclassifications

A. The CSEA Unit President shall be informed in writing of classification and job description on newly created positions, reclassifications or reinstatements of any individual and/or position covered by this contract or who would be covered by this contract upon hiring, reclassification or reinstatement. Such notification shall be in writing and a minimum of two weeks before such hiring, reclassification or reinstatement. In emergency situations, such notification would be waived and a temporary appointment could be made, but the CSEA Unit President shall be informed that the temporary appointment is being made and the job shall be advertised and posted according to Article VI within thirty (30) days and a permanent probationary appointment shall then be made.

For positions in which new personnel are hired, a hiring committee shall be established to interview applicants. The committee shall include one CSEA designated unit employee. The unit President or designee will provide the name of the CSEA person sitting on the committee to Human Resources.

B. All appointments to new or reclassified positions covered or to be covered by this contract shall be made from a suitable and proper competitive Civil Service list and the president of the Secretaries' Association shall be notified within five (5) working days in writing of all such appointments. Such notice shall include salary, classification and location of the job.

C. No clerical employee shall be terminated, regardless of her status, without a minimum of two (2) weeks notice.

D. New employees shall serve a probationary period of twenty-six (26) weeks, with permanent appointment at the discretion of the appointing authority, granted at the completion of a minimum of eight (8) weeks. If, at the end of the twenty-six (26) weeks, no notice has been received by the employee as to her status, she shall be assumed to be a permanent employee.

E. Employees who work for the District in a provisional appointment from a Civil Service list and who subsequently, with no break in service, become permanent appointees, shall be given credit for time worked in the temporary or provisional appointment when computing sick leave, vacation, and length of service.

F. Layoff and Recall

The CSEA and the District, herein agree that the proper procedures to be utilized in lay off and recall are as follows:

In case of a layoff, the laid off employee would be allowed to bump a less senior person in her classification, in a title she has previously held, or in a lower title in a direct line of promotion. If the laid off employee is offered the opportunity to displace a person in a comparable position and she chooses not to exercise her bumping privileges, she would be terminated. If the position offered is not comparable to the position last occupied, the employee would be placed on a preferred eligibility list comparable to her laid off position. This list would be valid for a period of four (4) years.

After the displacement procedure is complete, two (2) preferred eligibility lists would be established. A part time preferred list for displaced or laid off part time employees and a full time preferred list for displaced or laid off full time employees would be established and would be valid for a period of four years. Recall would be according to seniority on each list.

The parties agree that when a vacancy occurs within the District it shall be posted according to the contract. The most senior person on the preferred eligibility list comparable to the position shall be allowed to bid for the open position. If the most senior person is not interested, the next person on the list shall be canvassed and on down the list.

The parties further agree that in their internal bidding procedures, as per the contract, when preferred eligibility lists exist, only part time employees may bid on part time vacancies and only full time employees may bid on full time vacancies.

Article VIII. School Jobs Outside Regular Hours and Outside Regular School Responsibilities

Special assignments which are clearly beyond the employees' normal responsibilities and which are performed outside regular school hours will receive a separate stipend and should not be construed as responsibilities normally a part of the employees' regular assignment. For example, the extracurricular fund treasurer assignment in the Middle School falls under this category. The District agrees to provide CSEA with advance notice of these opportunities so that interested employees may apply. Seniority shall not be a factor in the filling of these assignments.

For extra or part-time clerical work positions, permanent bargaining unit employees shall be canvassed first within the office in which the work originates, second by seniority in the rest of the bargaining unit. When two equally qualified employees apply, seniority shall be the deciding factor. Any such positions not thusly filled, may then be offered to non-bargaining unit personnel.

Article IX. Leaves

A. Sick Leave

For employees hired on or after 7/1/17: each twelve-month employee is eligible for twelve (12) days of sick leave per year, and after four (4) years of service this will increase to thirteen (13) days of sick leave per year, and after nine (9) years of service this will increase to fifteen (15) days of sick leave per year. Each ten-month employee is eligible for ten (10) days of sick leave per year, and after four (4) years of service this will increase to eleven (11) days of sick leave per year, and after nine (9) years of service this will increase to twelve (12) days of sick leave per year. This leave may be accumulated up to two-hundred (200) days maximum which may not be exceeded, but as soon as a person falls below that total she may continue to accumulate as before.

For employees hired before 7/1/17: each twelve-month employee is eligible for fourteen (14) days of sick leave per year and after nine (9) years of service this will increase to sixteen (16) days of sick leave per year. Each ten-month employee is eligible for twelve (12) days of sick leave per year. This leave may be accumulated up to two-hundred (200) days maximum which may not be exceeded, but as soon as a person falls below that total she may continue to accumulate as before.

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 the employee.

B. Sick Leave Bank

An extended sick leave bank shall be established for each clerical employee 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. certificate 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.

One-half (1/2) day shall be placed in the bank for each day of unused sick leave with a maximum accumulation of fifty (50) days, to be used only when an individual has no regular sick leave remaining.

The calculations for this bank shall be determined on June 30 of each school year only and clerical employees will be notified of their status relative to their total accumulation.

C. Personal Emergency Leave

1. Each employee is eligible for twenty three (23) days of personal emergency leave per year, chargeable to the employee's accumulated sick leave, upon the approval of the Superintendent or his/her designee. Requests in excess of 23 days must be approved by the Board of Education.
2. Upon usage of any emergency day outlined above, the employee will notify his/her supervisor the day of its use.

D. Personal Leave

Each employee is eligible for three (3) days personal leave per year, upon the approval of her 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 two-hundred (200) days.

E. Bereavement Leave

Due to death of an employee's spouse, father/step-father, mother/step-mother, son/step-son, daughter/step/daughter, sibling (brother or sister) an employee will be allowed five (5) workdays absence at full pay and without deduction from any accumulated paid leave days.

Due to the death of an employee's grandparents, grandchildren, mother/father/daughter/son-in-law, the employee will be allowed three (3) work days absence at full pay and without deduction from any accumulated paid leave days.

For any member of the immediate household or any relative not listed herein, an employee will be allowed one (1) work day absence at full pay and without deduction from any accumulated paid leave days.

F. Child Care Leave

A unit member may have unpaid childcare leave for up to one (1) full year. Nothing in this paragraph shall limit a unit member's right to paid sick leave during the time she is disabled. The District shall comply with all requirements of the Family and Medical Leave Act. Upon returning from a childcare leave, the employee shall be reinstated to their previous title and similar position.

G. Temporary Leave

Any member of the Association has the right to apply for a temporary leave of absence [not to exceed sixty (60) workdays] and return to her former job by submitting a written request to the Superintendent of Schools.

H. Conferences

The District shall allow time to a reasonable number of employees to attend the Annual NYS and/or National Association Secretaries Conferences. The total conference expenses for these conferences shall not exceed $1,150.

Two or three days' time shall be allowed, depending on location of the conference. If the District money is expended, the District shall allow time, not chargeable to leave accruals, to additional employees to attend the conference, if the employees desire to pay their own expenses.

If a secretary goes to a conference financed by her supervisor's budget, or at the request of the District, she shall be given the time not chargeable to leave accruals.

Article X. Vacations

A. Prorated Schedule for new twelve-month hires

Each new twelve-month employee who is hired between July 1 and December 31 shall be entitled to ten days of vacation as of the following July 1. New employees hired between January 1 and March 31 shall be entitled to one (1) week of vacation as of July 1. Employees hired in April will get three (3) days' vacation as of July 1. Employees hired in May will get 2 days as of July 1.

B. Vacation Allocation Schedule for twelve-month hires

The employee is eligible for ten (10) days paid vacation for the first year of service completed as of July 1st of the year involved.

The employee is eligible for eleven (11) days of paid vacation after four years of service.
The employee is eligible for twelve (12) days of paid vacation after five years of service.
The employee is eligible for thirteen (13) days of paid vacation after six years of service.
The employee is eligible for fourteen (14) days of paid vacation after seven years of service.
The employee is eligible for sixteen (16) days of paid vacation after eight years of service.
The employee is eligible for seventeen (17) days of paid vacation after nine years of service.
The employee is eligible for twenty (20) days of paid vacation after eleven years of service.
The employee is eligible for twenty-three (23) days of paid vacation upon fourteen years of service.

The employee is eligible for twenty-four (24) days of paid vacation after nineteen years of service.
The employee is eligible for twenty-five (25) days of paid after twenty-four years of service.

Examples: An employee hired 7/1/20, will receive 10 days of vacation on 7/1/21 and will continue to receive 10 days each July 1st until 7/1/25, at which point the employee would receive 11 days of vacation. An employee hired 2/1/21 will receive 5 days of vacation on 7/1/21, 10 days on 7/1/22, and 10 days each year until 7/1/25, at which point the employee would receive 11 days of vacation.

C. Vacation Allocation Schedule for new ten (10) month employees.
All other ten-month employees will be eligible for five (5) days of paid vacation after seven (7) years of service and ten (10) days of paid vacation after fourteen (14) years of service.

D. Vacation Conversion - Ten month hourly employees moving to 12 month positions
If an employee goes from a 10-month hourly position to a 12-month position, the calculation of vacation days into the new 12-month position shall be as follows:

1. The parties shall jointly determine the pro-rated value of the 10-month position that the employee worked immediately prior to appointment to the 12-month position.

   (EXAMPLE: If the 10-month position was 5 hours per day, that employee worked approximately 1000 hours per year. A full-time 12-month employee works approximately 2000 hours per year, so the employee's pro-rated value would be .5. If the 10-month position was 7.5 hours per day, that employee worked approximately1500 hours per year. That employee's pro-rated value would be .75)

2. After reaching the pro-rated value of the 10-month position, the parties shall use the following calculation:
   Number of years of service in the 10-month position x the pro-rated value of that position = credit for vacation in the 12-month position

D. Payment of Vacation accruals

1. Employees can be paid for up to ten (10) days of earned and unused vacation time annually at any time during the year, and/or carry over from one year to the next up to ten (10) unused vacation days. Method of calculation for payment of vacation days: employee's annual salary / 260 days = employee's daily rate of pay X number of days requesting to "cash out."

2. Any employee who retires or resigns during a school year will be paid pro-rated vacation based on percent of time worked in current year. This pro-rated vacation time will be added to the vacation time already accrued, as listed above. Method of calculation for payment of vacation days at resignation or retirement: Employees annual salary / 260 days = employee's daily rate of pay X number of days eligible to receive payment.

E. Option to credit Vacation Days to annual salary.
After receiving permanent status with the District, any unit member shall be eligible to elect to have either four (4) or eight (8) days of vacation converted to regular salary. The unit member must notify the District prior to June 1 in order that the appropriate adjustment may be made for the next school year. With the unit member's request, either four (4) or eight (8) days of vacation will be permanently deleted from the employee's allotment and the employee will have his or her regular salary increased by an equivalent amount. An employee may convert four (4) days two times during the course of their employment, or eight (8) days one time during the course of their employment. No employee may convert more than a total of eight (8) days. Once a conversion is made, it cannot be undone.

Article XI. Retirement

A. Plan & Eligibility - The 75-I New York State Employees Retirement Plan is provided to all full and part-time regular employees. Application to the NYS Retirement Plan must be initiated by the employee. In addition the District agrees to provide employees with Section 41-J for all regular employees.

B. Section 41-J is available to all employees upon retirement as an option to utilize their accumulated sick leave credit with a maximum of 165 days towards additional service credit with ERS. The employee may use all or part of his/her accumulated sick leave (see section IX.A.) towards Section 41-J, or elect to contribute some/all of their accumulated sick leave into a voluntary Sick Leave Escrow account for the purpose of paying retiree health insurance premiums (see D. below). In no event will the employee be permitted to exceed a combined total of 200 days in either option.

E. Vacation Option - Any person retiring may, in the school year of retirement,
Have the choice of taking their earned vacation time in days off, or receiving a lump-sum payment
for such time.

D. Retiree Health Insurance Coverage, Plan Identification, and Premium Contribution
Any employee who has been employed by the District for fifteen (15) years and is eligible for New York State and Local Employees retirement; and provides notice of intent to retire sixty (60) business days prior to the effective date of said retirement or after twenty (20) years of service, any employee who resigns and provides notice of intent to resign sixty (60) business days prior to the effective date of said resignation will be allowed to maintain the District's insurance coverage, at the same level of premium contribution as active employees.

Should the employee die, either in service or in retirement, the surviving spouse or dependent(s) will be allowed to maintain the Districts insurance coverage, at the same level of benefits, premium contribution and co-insurance payments (including office visits, emergency room, and prescription drug payments) as active employees. It is understood that if the surviving spouse remarries, the District will not be required to provide health insurance benefits to the new spouse.

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.

E. Voluntarily Opt-out of District Health Insurance Retiree coverage

This benefit is to be effective the final date of contract ratification, and not retroactive for any employee who retired prior to that date. Any unit employee eligible for retirement into the NYS Employees Retirement System, shall have the option to elect at the time of his/her retirement to voluntarily opt-out of District Health Insurance coverage on a permanent and non-revocable basis and receive a one-time payment in the amount of Twenty-five Thousand Dollars ($25,000). This opt-out provision is only available to those who have access to health insurance coverage other than through the District.

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 60 business 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.

This opt-out provision is only available to those who were covered by district health insurance coverage in the year prior to retirement.

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.

F. Sick Leave Escrow Account

Each employee who retires with at least fifteen (15) years of district service, the District shall credit the employee with $75 per day multiplied by the total number of accumulated sick leave days, to be placed into a Sick Leave Escrow Account for the purpose of the employee paying their retiree health insurance premiums.

Once the escrow account is depleted, the retiree shall be responsible to arrange premium payment or coverage will be terminated. In the event of the retirees' death, the retiree's spouse/dependent(s) shall be permitted to use the sick leave escrow account to continue in the health plan.

Article XII. Insurance(s), Medical Reimbursement Accounts, Disability Plan

A. Health Insurance

1. The Horseheads Central School District Health Plan *known as Plan 3N* for health insurance is provided to all full and part-time regular employees. Application must be initiated by the employee.

2. Premium Contributions

    a. Twelve (12) month employees shall have their insurance premium contribution be deducted from their paycheck in twenty-five (25) equal installments (no insurance premium deduction from either of the " ½ paychecks").

    b. All unit employees shall receive health insurance coverage according to the following premium contribution schedule:

    Effective 7/01/2022, the employee contribution shall be 19% of the annual plan premium equivalent for Single, 2-Person, or Family plan.

    Effective 7/01/2023, the employee contribution shall be 20% of the annual plan premium equivalent for Single, 2-Person, or Family plan.

    Effective 7/01/2024, the employee contribution shall be 20% of the annual plan premium equivalent for Single, 2-Person, or Family plan.

    Effective 7/01/2025, the employee contribution shall be 20% of the annual plan premium equivalent for Single, 2-Person, or Family plan.

    Effective 7/01/2026, the employee contribution shall be 20% of the annual plan premium equivalent for Single, 2-Person, or Family plan.

3. Health insurance coverage will be offered under Plan 3 of the district's health care plan.

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

B. Dental Plan

The district shall offer dental plan coverage under Plan 6.

C. Vision Plan

Each employee may select the Vision Care Reimbursement option or the CSEA-Employee Benefit Fund "Platinum-12" optical plan. Either plan may be used for personal and/or family vision needs. The employee shall have the opportunity to change options for the next fiscal year by notifying the Employee Benefits Specialist by June 1st in the current fiscal year.

OPTION 1 - Vision Care Reimbursement

Any employee who is in the Vision Care Reimbursement option is eligible for $290.00 for vision care expenses each year. Said amounts shall be pro-rated for those employees hired after September 1 of any year.

In order to receive reimbursement for vision care expenses, the employee must submit detailed receipts (showing detailed charges, name of provider and name of patient) from the vision care provider of the employee's choice to the Employee Benefits Specialist for processing. The Benefits Specialist shall submit the receipts to payroll and the employee shall receive reimbursement in his/her payroll check. Regular taxes shall be deducted.

Any unused monies will be carried over from one year to the next to a maximum of $600.00.

Reimbursement money may not be used to purchase the Platinum 12 plan.

OPTION 2 - Platinum-12 Vision Plan

Effective July 1, 2012, and annually thereafter, the employee who is enrolled in the Platinum 12 plan shall be responsible to pay the same percent of the annual premium (at the composite rate) as the health insurance plan. The Platinum 12 plan offers eye care services from the Plan's participating providers. Should a non-participating provider be used an allowance for expenses will be paid. See the Summary Plan Description for details.

Current and future retirees may enroll in the Platinum 12 Vision Plan paying the total annual premium for this benefit. It is the responsibility of the retiree to contact the District for enrollment and payment schedules for this plan. Retirees are not eligible for the vision care reimbursement.

D. Health Insurance Opt-Out

Employees who have access to health insurance coverage other than through the District shall be eligible to refuse health insurance coverage from the District and will receive Four thousand five hundred ($4,500) Dollars per contract year.

Employees electing to refuse 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. 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 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. Pro-ration shall be based on months per year. (1/12th of the total for each month out of the plan.)

Should this Section (XII A.2.) of this Agreement become the basis at any time for the diminution of the health insurance benefits provided in this Agreement, in any manner whatsoever; this Section (XII A.2.) shall be considered null and void, and the parties hereto shall meet to negotiate alternatives to same.

E. Disability Insurance

Disability insurance will be provided to all clerical employees, and the premium is to be paid by the District. The District shall continue to pay its portion of the clerical employee's health insurance plan premium while the employee is on disability insurance.

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.

Article XIII. Ten-month Employees

The regular work day for ten-month Attendance Clerks shall be a minimum of five (5) hours per day. The regular work year for attendance clerks shall commence with the week immediately preceding the return of students in August/September, and end the week following the close of school in June.

Ten-month employees who work during the summer months shall be paid their regular hourly rate per hour worked.

Ten (10) month employees will be paid an annualized salary with 22 pays.

Article XIV. Grievance Procedure

A. Definitions

(a) A "grievance" is any alleged violation of this agreement, any disciplinary action or any dispute with respect to its meaning or application.

(b) An "aggrieved party" is any employee covered by this agreement as described in Article I.

(c) A "class action" grievance may be filed by more than one employee when the administration agrees that such multiple grievances are similar.

(d) The Association may file a grievance in its own name only when Association rights, not employee rights, have allegedly been violated.

B. Procedure

(a) A grievance shall be deemed waived unless it is submitted at the first available stage within ten (10) working days after the aggrieved knows or should have known of the events or conditions on which it is based.

(b) All grievances, discussions, meetings, conferences, hearings, shall be conducted by mutual agreement of both parties.

(c) The time limits of any step(s) may be extended by mutual agreement.

(d) All matters of discipline or discharge shall be submitted directly to Stage 2 within three (3) working days after such discipline or discharge.

(e) Awards may not be retroactive beyond the date the grievance was originally filed.

C. Stage 1

(a) Any employee conceiving himself aggrieved must attempt to resolve the grievance informally with her immediate supervisor. During any attempt to resolve such grievance at an informal level with her immediate supervisor, such grievant shall be entitled to have not more than one (1) representative of the Association. At any subsequent level of this grievance procedure, the grievant shall not otherwise be so limited.

(b) If such employee is unable to resolve such matter to her satisfaction, she may reduce such grievance to writing and file the same with her immediate supervisor.

(c) Each written grievance shall identify and be signed by the aggrieved party and indicate the time and place where the alleged events or conditions constituting the grievance took place or otherwise describe the conditions constituting the alleged grievance. It shall also specify the provisions of this agreement alleged to be violated and shall describe the redress sought by the aggrieved party. It shall also describe what attempt was made to resolve such grievance informally and when and where the same took place.

(d) Upon receipt of such written grievance, the immediate supervisor or administrator shall respond in writing within five (5) school days.

D. Stage 2

(a) If the aggrieved party is not satisfied with such response or if no response is received within such five (5) working day period, she may within five (5) working days thereof, file an appeal containing a copy of such grievance and the papers and affidavits on which it is based, if any, with the Superintendent indicating in such appeal, whether she desires a further hearing before such Superintendent.

(b) If a hearing has been requested, the Superintendent or his designated representative shall schedule a hearing within ten (10) school days. After such hearing has been held, the Superintendent shall render his decision within (10) school days thereafter. If no hearing has been requested, the Superintendent shall make such investigation as he deems necessary and shall render a written decision within ten (10) school days of the submission to him of such appeal.

E. Stage 3

(a) In the event that the grievant is not satisfied with the decision of the Superintendent, she may within five (5) working days thereafter, submit such grievance to arbitration in accordance with the rules of PERB. A copy of the request shall be forwarded to the Superintendent.

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

(c) The decision of the arbitrator will be final and binding on both parties.

(d) The cost of the services of the arbitrator will be borne equally by the District and the Union.

F. Reprisals

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

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

Article XV. Miscellaneous

a. Personnel File - Members have the right to request a review of the contents of their personnel files and have the right to respond, if they so choose.

b. Employee(s) who wish to have his/her child(ren) attend HHCSD that child(ren) shall be allowed to attend school in the District on a tuition-free basis for as long as the employee works for the District. Should the employee leave the district during the school year, and not be a resident thereof, the child(ren) shall be allowed to complete the school year tuition-free.

Article XVI. Duration of Agreement

The duration of this agreement shall be for a period of ~~five (5)~~ *eight (8)* years, to commence July 1, 2022 and to end June 30, ~~2027~~ *2030*. Unless otherwise mutually agreed, the parties agree to commence negotiations regarding a subsequent collective bargaining agreement no later than January 15, or the first business day after such date if it falls on a Saturday/Sunday or a holiday, of the year the agreement shall terminate.

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.

This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added on, deleted from, or modified only through the voluntary, mutual consent of the parties acting through the Superintendent of Schools and the President of the Horseheads Central School District Secretaries Unit of CSEA and the Labor Relations Specialist of CSEA Inc., in a written and signed amendment to the Agreement.

The final agreement will be printed in booklet form at the expense of the District. Details of the printing to be approved by CSEA.

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

HORSEHEADS CENTRAL SCHOOL DISTRICT

By ______________________________

Dr. Thomas J. Douglas — Date

Superintendent of Schools

HORSEHEADS CSD SECRETARIES UNIT, 6355-04
LOCAL 808, CSEA, INC.

By [redacted] 6/26/2025

~~Candi Valentine~~ Candy Maine — Date

Unit President

CSEA, INC. Local 1000 AFSCME AFL-CIO

By ______________________________

Labor Relations Specialist — Date

Glossary of Terms

Permanent employee – Employee appointed to a classified position in the unit, completed the mandatory probationary period and made permanent in their position at the conclusion of that probation.

Probationary employee – Employee appointed to a classified position in the unit who is serving the required probationary period of minimum 12 weeks up to maximum 52 weeks.

Provisional employee – Employee who has been appointed to a unit position in the competitive classification but has not completed the civil service examination and appointment process for a permanent appointment.

Temporary employee – Employee who has been appointed to serve in a non-permanent unit position for one-year or less, is paid an hourly rate and receives no benefits.

Substitute employee - Exclusively hired on an as-needed basis for sporadic and occasional employment in a unit position, is paid an hourly rate and receives no benefits

Long-term substitute employee – A temporary employee hired for 25 days or more for an encumbered position held by a permanent employee. After 25 consecutive days in the same position, the long-term substitute employee shall get the starting rate of pay retroactive to the first day of the assignment.

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

Horseheads Central Schools	Horseheads CSD Secretarial Unit
[redacted]	[redacted]
Superintendent	Unit President
Date 6/26/25	Date June 26, 2025