

AGREEMENT

by and between the

SUPERINTENDENT OF SCHOOLS

of the

HORSEHEADS CENTRAL

SCHOOL DISTRICT

and

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

**Horseheads CSD Transportation Unit #6355-03
Chemung County Local 808**

July 1, 2025 – June 30, 2030

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PREAMBLE

This Agreement is entered into the April 2, 2025 by and between the Superintendent of Schools of the Horseheads Central School District and the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO for and on behalf of Chemung County Local 808, and the Horseheads Transportation CSEA Unit # 6355-03.

Article I. Bargaining Agent

A. Recognition

1. The District recognizes the CSEA Inc., Local 1000 AFSCME, AFL-CIO as the sole and exclusive bargaining agent and representative for all bus drivers, bus attendants, driver/bus washer and driver/office cleaner included in the bargaining unit for the purposes of collective negotiations of all terms and conditions of employment and the administration of grievances for the maximum period of time stipulated under Section 208 of the Public Employee's Fair Employment Act.

2. The District agrees that it shall deduct exclusively for the Union, from the wages of the members of CSEA and remit to CSEA, Inc. 143 Washington Avenue, Albany, N. Y. 12210, regular membership dues and CSEA insurance deductions for those members of CSEA who sign authorizations permitting such payroll deductions. Such deductions shall be made in accordance with the authorization signed by the member and shall be revocable only in accordance with the instructions contained in the written authorization, and as provided by law. The District agrees that it will deduct from the wages of the members of CSEA, through no more than one payroll slot, and remit (in a single check) to JTL Services Corp., P.O. Box 956, Schenectady, New York, 12301-0956, all other CSEA sponsored insurance deductions for those members of CSEA who sign authorizations permitting such payroll deductions. No other organization will be accorded payroll deductions privilege without express consent and written authorization of the Civil Service Employees' Association, Inc.

3. The CSEA Inc., Local 1000 AFSCME, AFL-CIO affirms that it does not assert the right to strike against the District or to assist or participate in such a strike.

4. The District will not aid, promote or finance any labor group or organization which purports to engage in Collective Bargaining or make any agreement with any such group or organization for the purpose of undermining CSEA, except as is permitted by law.

5. The District agrees to furnish the CSEA with a complete listing of the names, home addresses (unless the employee directs the District not to release their home addresses), work locations and job titles of all the employees in the negotiation unit on a yearly basis and furthermore, will furnish the same information for new employees, employees who are promoted

or transferred and a listing of all employees terminated. This information will also be provided on a yearly basis, and there shall be indicated on a separate statement, employees in the School District who pay dues to CSEA on a yearly basis.

B. Reciprocal Rights

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

2. The District and CSEA 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.

3. Any employee covered by the provisions of this Agreement shall be free to join or refrain from joining CSEA without fear of coercion, reprisal or penalty from the CSEA or District.

4. The CSEA 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 District to conserve property, protect the public and give service of the highest quality.

5. CSEA shall be permitted to post notices and other communications on bulletin boards maintained on the premises and facilities of the District, subject to the approval of the contents of such notices and communications by the Board or the Supervisor of Transportation.

6. The officers and agents of CSEA shall have the right to represent their unit members during work hours only at District initiated activities. Examples of such activities are: representation at disciplinary meetings, labor-management meetings, and committee work such as a District safety committee or Employee Assistance Program. Negotiation sessions, grievance meetings, and arbitrations may be conducted during work hours at times which are mutually agreed. All other union activities will be carried out during non-working hours.

7. The CSEA will communicate to the District the name, address and position of any employee designated above in Paragraph 6 and names of the officers of the bargaining unit.

8. A copy of all lists, copies of all bid jobs, and all records necessary for negotiations, when such lists, bid jobs and other records have been compiled by the District, shall be made available to the union.

9. Personnel File - An employee has the right to review his/her personnel file and to respond to any documentation in his/her file and to have the response placed in the personnel file.

Article II. Convention Delegates

No more than two (2) representatives may be designated to attend the Union's Spring and Fall conventions and/or other union sponsored programs with no loss of pay. Time not to exceed a total of one hundred and twelve (112) hours per school year. Time will be charged in minimum units of one (1) hour for the first hour or part thereof and thereafter in minimum units of one-half (1/2) hour. The District shall be notified at least one (1) week in advance.

Article III. Labor-Management Committee

A. For the term of this agreement, a standing labor-management committee shall be established. The District and CSEA shall each appoint **two (2)** permanent members of the committee. Additional members may be appointed by mutual agreement.

B. The committee shall have the authority to meet and discuss issues of concern, upon the motion of either party. The committee is empowered to make formal recommendations to the District and to CSEA, and these parties are hereby empowered to adopt such recommendations by mutual agreement.

Article IV. Salary

A. Salary

1. Wage increases shall be made as follows:

Year	Salary Increase
2025-2026	all 2024-2025 hourly rates increased by 4.0%
2026-2027	all 2026-2027 hourly rates increased by 4.0%
2027-2028	all 2027-2028 hourly rates increased by 4.0%
2028-2029	all 2028-2029 hourly rates increased by 4.0%
2029-2030	all 2029-2030 hourly rates increased by 4.0%

2. Starting rates are established as follows:

Year	Starting Salary
2025-2026	\$24.57
2026-2027	\$25.50
2027-2028	\$26.47
2028-2029	\$27.48
2029-2030	\$28.52

Any new hire who comes to the district with a current valid school bus driver CDL with endorsements shall receive a starting salary above the base starting salary, but not more than or equal to five percent (5%) less than the base salary of a current Horseheads CSD bus driver with equivalent school district bus driving experience.

3. To be eligible for the annual salary increase, employment date must be prior to January 1st of the year involved.
4. During the regular school year when students are in attendance (Sept. – June) and also during summer runs employees will be guaranteed four (4) hours per day.
5. Employees on the Hourly Rate Schedule will be assigned to a variety of duties including miscellaneous work and other run substitutions before those on regular substitute lists (call ins).
6. A bus driver and/or attendant shall be considered one and the same throughout the contract except that in the area of bidding and trip lists; only attendants who are qualified to drive buses shall be eligible to bid or be placed on a trip list.
7. For purposes of Article X, Section A, when calculating a typical workday for attendants five (5) hours will be used for those attendants employed by the district on or before June 30, 2025..

B. Rules Affecting All Unit Members

1. Longevity Pay -

All employees shall receive a longevity increase according to the amounts listed herein upon completing the following years of service: 2, 5, 10, 15, 20, 25, 30 and 35. These amounts will be added to base salary. Any employees who were actively employed by the district as of July 1, 2020 shall be entitled to the longevity awards received at years 2 and 5 effective July 1, 2021.

Years of Service	Longevity award
2	\$500
5	\$750
10	\$1125
15	\$1125
20	\$1125
25	\$1125
30	\$1125
35	\$1125

2. Overtime -

a. Overtime at the rate of time and one-half will be paid for hours worked in excess of forty (40) in one (1) work week (Monday – Friday).

b. Drivers may bid on work so long as the run will not put them over forty (40) hours worked in one (1) work week.-

3. Payment Plan -

- a. All employees will be placed on a twenty-two (22) payment plan.
- b. Employees will work each of the days students are in session together with ten (10) paid holidays. Additionally, employees shall report to work on two district-designated conference days for training. Training work on these conference days shall be entered via an electronic time sheet. Employees will have their base pay calculated at the beginning of each school year by multiplying their hourly rate by four (4) hours multiplied by each of the days students are in session together with ten (10) paid holidays plus longevity as outlined in Article 4.B.1 divided by twenty-two (22). In no event would there be less than 180 workdays when students are in session. The district shall notify the Association president of the payroll calendar by the end of the school year prior.
- c. Any time worked above and beyond a driver's regular route hours will be submitted on an electronic time sheet.
- d. Pay will be delivered in accordance with the biweekly payroll schedule developed by the district. Direct deposit to any financial capability shall be the sole method of pay for all employees hired on or after July 1, 2025. Electronic pay stubs, rather than printed pay stubs, shall be made available to all employees who receive direct deposit.

4. Pay for Time Used for Physical Examination - Bus drivers will be paid for a maximum of 90 minutes at the employees' hourly rate for required physicals or required tests connected with such physicals. Proof of such physicals or tests will be required to qualify for the pay.

If an additional physical or laboratory test is required by the District over and above the required annual physical, the cost of that physical examination will be covered by the District, including any copayments paid by an employee who is covered by the District's insurance plan. Employees must submit receipts for reimbursement.

Provided that employees pass the exams listed below, they shall be paid as follows for required testing:

- Physical performance test – 15 minutes
- Behind the wheel road test – 45 minutes
- Written exam – 15 minutes

5. Pay Rate for Non-Driving Duties - The pay rate for non-driving duties, other than attendant, shall be at the employees' hourly rate.

6. Extra Work - Drivers will be paid for any extra work that they are directed to do by their supervisor. Such pay is to be submitted on an electronic time sheet when the work is completed.

7. Driver's License - Drivers will be reimbursed in full for the base cost of their CDL driver's license and renewals thereof upon submission of proof of payment.

8. School Closure - If there is an emergency delay in the start of the school day, or closing of school after an employee has arrived to work, the employee will receive two (2) hours pay, in addition to any other pay he may earn or be entitled to for such delay and/or closure. Employees reporting more than thirty (30) minutes prior to their run leaving time are not eligible to receive such two (2) hours pay.

9. Legal Representation

The District affirms its obligation under New York State Law Sections 3023 and 3031 to represent Unit members against lawsuits for negligence, accidental bodily injury or property damage, because of actions taken that were within the scope of their employment. For those actions not covered under Sections 3023 and 3031 (for example, receiving a ticket for a traffic infraction), the District will decide, on a case by case basis, whether to offer legal representation to the unit member.

Article V. Trips

A. Operational Information - Trips will be performed by drivers whose names appear on lists which will be posted on the bulletin board. Two lists will be created by September 1st by making a trip list sign-up sheet available on or before the date of the summer refresher. On September 1st, these names will be placed in order by seniority. Any drivers approved after September 1st will be added to the bottom of the list. No driver will be allowed to put their name on a list and then remove it just for the purpose of securing certain trips. Any time the list is updated, the list shall be posted in the transportation department.

1. Weekly trip assignments will be posted no later than 1 P.M. Thursday for trips scheduled for the following week. (The week starts on Sunday and ends on Saturday.) This will be done by assigning the next driver from the appropriate list. If subsequent trip requests are received, the next appropriate driver will be assigned even though this trip may occur prior to a previously scheduled one.

All trips will be rotated in accordance with the seniority listing except in emergency situations as determined by the Transportation Supervisor. A trip emergency situation shall be defined as an unscheduled and unanticipated trip that arose due to the error or oversight by either the Transportation Department, the district department organizing the trip, or a unit employee and are scheduled with less than two hours' notice. If a driver is asked by the Supervisor of Transportation, or designee, to fill in on an emergency trip, and accepts that trip; the drivers name will remain in place on the trip list for the next normal rotation.

Drivers who receive less than twenty-four (24) hours' notice and refuse a trip will not lose their place on the list rotation. All trips scheduled and paid for at the contract rate by an outside organization must have their driver approved by the Supervisor of Transportation. Any driver who is working another job in the District and those hours conflict with a trip, then they are ineligible for such trip and are passed over until the next rotation of the list.

2. A drivers' representative will be mutually agreed to by the CSEA president and the transportation supervisor to review the trip list with the dispatcher as needed so long as the business of the day is not unduly disrupted.

3. Drivers are required and will be paid forty-five (45) minutes for all required pre and post trip duties. If it is confirmed by the Supervisor of Transportation that a driver did not complete his/her required duties, that driver will not be compensated for the forty-five (45) minutes. If a bus was not cleaned and gassed before a trip, the subsequent trip driver will receive forty-five (45) minutes extra pay for doing the same.

In extraordinary circumstances, a driver may make a request to the Supervisor of Transportation for additional compensated time if required duties exceed forty-five (45) minutes.

4. Transportation of students for any school-affiliated programs in school vehicles shall be done by a bus driver from the appropriate trip list, except on those trips that involve overnight stays where a duly qualified staff member advising the school-affiliated program is able to drive.

5. Copies of the rules for the trip list will be distributed to all trip drivers at the beginning of the school year.

6. When a driver is required to perform driving duties which cause him/her to exceed the permitted hours of driving within a 24-hour period, the driver shall report to work when he is legally able to drive. If this causes the driver to miss an AM run, the driver will be held harmless in pay.

7. If a driver has an unscheduled absence (call in) in the a.m., the driver will lose any trip that he/she has for that day and if it is a Friday, the driver will lose any trip for the adjacent Saturday. When a driver fails to report on time for the third time/trip or fails to show up for the second time/trip, the driver will be removed from the trip list for a period of 60 school days. .

B. Trip Cancellation - If no compensation is received for trip driving time, scheduled drivers are eligible for the next trip assigned. If compensated for trip driving time, this will be treated as a completed trip.

Effective July 1, 2025, this section (Trip Cancellation) shall automatically sunset and cease to be in effect. The deletion of this section from the contract shall continue until and unless the Association notifies the District by May 1, 2026 that it wishes to discuss an alternative. If so requested by the Association, the District will meet with the Association to discuss an agreed upon alternative. If the District and the Association fail to reach an agreed upon alternative prior to July 1, 2027, the contract language above shall return, and the prior trip cancellation provision will be in full force and effect.

C. List Definitions - Two trip lists will be established as follows:

1. **List A** - Trips scheduled to load before High School starting time and/or to return after High School ending time, and all trips outside New York State.

2. **List B** - Trips within a fifty-mile radius of the bus garage, including Binghamton, that are completed during school hours.

D. Driver eligibility for placement on the lists: an employee must be a full time bus driver.

1. Qualifications for list A - One (1) full year of driving experience in the District.

2. Drivers may sign on only one (1) trip list.

3. Any driver who qualifies for both lists may notify the Supervisor of Transportation that he wishes to change from one list to the other. Such change will take effect on the month immediately following such notification. Such change will be allowed only once during any school year.

E. 1. Placement on trip lists will be subject to the approval of the Supervisor of Transportation. New drivers must complete their probationary period before they are eligible. With approval from the Transportation supervisor, a new driver may request to be placed on the Trip List "B" upon successful completion of sixty (60) calendar days of satisfactory work performance. Non-approvals will be reviewed with the CSEA Unit President.

2. Should a driver on either list refuse assigned trips four (4) times within a semester, the driver will be removed from the trip list until the beginning of the next semester and will not be allowed to change to the other trip list during that semester. At the beginning of the next semester, the driver's name will go to the bottom of the trip list.

An employee's eligibility for the trip list will not be negatively affected for time off for jury duty, funeral leave, union leave, or emergency volunteer work as described in the Agreement.

3. In the event that no driver accepts a trip, the transportation supervisor has the authority to assign a driver on either the A or B list to drive the trip. In this event, the driver will be selected upon an inverse rotational basis from both the A and B trip lists.

F. Trip Pay

1. Effective upon the ratification of this agreement, payment for extra trips for either a A-List or B-List driver shall be paid at the driver's hourly rate.

2. Trip Meals Allowance

a. All drivers who are on a special trip outside of the school district will be paid to purchase a meal for each five (5) hours they are away, limited to three (3) meals per day. A driver continuing from a regular run onto a trip shall be paid for one (1) meal if that total time is five (5) hours, and for (2) two meals if the total time is ten (10) hours. If a trip falls within one-half (½) hour of a regular run, the regular run time plus the trip time will be added to calculate mealtime pay. In each instance a driver will receive fifteen dollars (\$15.00) for a meal.

b. Any driver who takes a trip which requires an overnight stay will receive the GSA meal rate for all meals during the duration of the trip following district procedures for reimbursement.

3. A driver will be paid two (2) hours' time at the trip rate if either a trip is canceled after the driver arrives to go to work or if a trip is less than two (2) hours in length.

4. Weekend and Holiday Rate.

Drivers will receive a premium rate of time and one-half for weekend trips. The weekend rate will begin after the driver completes his/her regular run on Friday and will end on Sunday at 11:59 p.m. Drivers will also receive a premium rate of time and one half for holiday trips only when the driver has worked the full scheduled work week prior to the trip. If a weekend or holiday trip is cancelled, the premium rate will not apply.

5. Trip conflict with a regular run

When a driver is on an athletic or field trip which causes him to miss a regular run, he shall be paid his regular salary with no deduction for missing the regular run. He shall be paid for all trip hours which come before, after and in-between his regular run according to pay scale set forth in Article 4-F-1 of this contract.

G. Miscellaneous

1. For trips which require a paid driver of a vehicle carrying equipment and accompanying a bus, the driver shall be assigned from the appropriate list.

2. In the event that the District assigns a trip to a driver from the wrong trip list, the driver who was bypassed will be assigned the next trip from the appropriate list. Upon completion of the trip, the driver will be compensated at a level at least equal to the bypassed trip.

H. Summer Trips and Summer Runs

1. Any driver who wishes to be considered for summer trips and runs shall indicate their interest no later than June 1. Summer trips will be awarded on a rotating seniority basis. Trips are a one-(1) day occurrence and assignment is based on the summer trip list. Summer trips do not include fall season sports trips. The summer trip list shall be recombined by seniority each July first. Any driver that receives a regular scheduled summer run will be prohibited from accepting a trip which interferes with his/her regular run. Driver eligibility for summer trips shall be the same as those listed in paragraphs C and D above. Drivers bypassed because they do not meet trip list qualifications will be assigned the next available trip for which they qualify. Paragraphs F2 and F3 above, shall apply.

2. A summer run is defined as bid jobs which are scheduled for more than one day. Summer runs will be bid during the month of June. One Master Bid Sheet will be posted for those drivers interested in bidding. All runs will be assigned by the last Monday of work in June (or Tuesday if Monday is a school holiday) from the bid sheet according to the provisions of Article 6-A-1-b. Any summer runs that come in after the last Monday in June (or Tuesday if Monday is a school holiday) shall be filled from the Master Bid Sheet according to seniority. Drivers who take summer runs shall be paid their regular hourly rate for all hours worked. Any driver who drives a summer run will be credited with one sick day to be used during the duration of the summer assignment. If unused, said sick day may roll over to the regular instructional work year following the summer assignment, but if not used within that instructional year, said sick day will expire.

Article VI. Runs

A. Operational Information

1. New Routes and Vacancies

a. **Postings** - All attendant and established run openings shall be posted for a period of three (3) school days. Those which open during the school year shall be posted within three (3) days of opening. All runs opening during the summer months will be posted on the first day of the second full week of school. All new runs shall be posted within five (5) days of starting. A regularly-updated master list of all run times shall be posted in the transportation department.

b. **Selection** - Appointments must be made from the three (3) most senior drivers who sign the bid. Added weight shall be given to the most senior qualified driver in

making assignments. Upon request of drivers affected, the Supervisor of Transportation shall provide written reasons for denial to more senior drivers in any group of three (3).

c. Run abolishment and/or Reduction - In case of job loss and/or time loss of fifteen (15) minutes or more per day, due to run abolishment or reduction, seniority prevails. A driver whose run has been abolished, eliminated and/or reduced in time by fifteen (15) minutes or more per day, shall be able to bump a less senior driver assigned to a regular run including a special needs run (so long as the employee is qualified) . In the case of time reduction, it is understood that:

- 1) a driver must make his decision within three (3) days of being notified of a time reduction of fifteen (15) minutes or more as to which less senior driver, if any, that he will bump, and
- 2) he may only bump a less senior driver who has the same amount of hours he was reduced from and such "bumpee" may not have equal to or less than the amount of time the "bumping driver" is being reduced to. (EXAMPLE: A driver with 5 hours daily time and subsequently reduced to 4 3/4 hours, may bump any less senior driver 4:50, 4:55 and/or 5.0 hours daily time, but who does not have more than 5 hours.) A driver can neither "bump-up" in time nor seniority.

d. CSEA Representative - The Unit President shall have the right to designate a union representative to meet with the Transportation Supervisor to discuss and make suggestions regarding the formation and assignment of runs, including the possibility of swapping runs.

2. Calculation of Hours - All regular route hours will be calculated by the Supervisor of Transportation. Any time worked above and beyond a driver's regular route hours will be submitted on an electronic time sheet.

a. Bus route driving time will consist of these factors: actual driving time plus time for other required duties. These required duties include: pick up keys and messages, pre and post checks, cleaning and gassing the bus and logging time.

b. All routes will have a minimum of 30 minutes added time for these required duties. Any routes posted may reflect a reduction in this thirty (30) minute time as determined by the Supervisor of Transportation. A driver may ask to have the thirty (30) minute time reviewed for change. It is understood that this could result in a reduction (limited to twenty (20) minutes) or increase of route time.

c. Each employee will be furnished a copy of the time calculated for their actual driving time by the end of the second (2nd) pay period and when time calculations change during the school year. Drivers may request a review of their actual driving time within two (2) weeks of notification. Decisions made by the Supervisor of Transportation will be final.

d. Run times

When a driver or attendant has fifteen (15) minutes or less between run times, that time shall be deemed continuous for pay purposes (Example: AM run ends at 8:25 and BOCES run begins at 8:40 – the run will be deemed continuous. If the AM run ends at 8:25 and the BOCES run begins at 8:45, the run will not be deemed continuous, and the runs will be treated as two separate runs for pay purposes.)

Half Days - When some of the District students have a half day and others have a full day, Drivers are expected to complete their normal, full runs. If a driver is unable to do a mid-day run, but can complete the p.m. run, that driver will not be docked; If a driver can do neither the mid-day or p.m. run, the driver will be docked or have the option to use personal time to cover the absence. If, because of a mid-day run, a driver has to report to work a total of three times during that day (i.e. morning run, mid-day run due to the half day dismissal) and the p.m. run, that driver will be paid extra at his regular hourly rate for the third trip including 15 minutes before the run. Each employee is required to submit extra time worked on an **electronic sheet**.

In the event that there are additional staffing needs on a half day, the district shall request volunteers for such work. In the event that insufficient drivers volunteer for said work, the district has the authority to direct drivers to report to work on the basis of inverse seniority. Any such drivers called to work shall be compensated for a minimum of one hour at their regular hourly wage.

3. Additional Duties - Drivers are charged with the responsibility for maintaining the interior cleanliness of the bus. Interior cleaning of buses will be done daily. Gassing will be done every other day or more frequently if needed, and interior cleaning will be done after each run. If a driver is notified two (2) times of failure to do so, that time shall be deducted from the driver's pay in accordance with 2(b) above.

4. Unassigned Drivers - Unassigned drivers must report to work at a stated time before AM and PM runs. They will be on probation for a period of two (2) school months.

- a. When an unassigned driver drives a run that is over the unassigned driver's base hours, the unassigned driver will be paid for the amount of time driven over his base hours.
- b. When a regular driver or bus attendant has indicated the length of time they will be off, the District will determine which unassigned driver will act as a replacement.
- c. If a run is not assigned to a driver because no one bids on it, the run will be bid again in sixty (60) days.

5. Adjustment for Requested Time Off - Drivers may request a portion of their run off. If approved, their pay will be reduced by their hourly rate.

6. **School Emergencies** - In the rare occasion when a school has to evacuate students during the normal school day because of an emergency, drivers will be called in and are expected to report to work when called.

B. Information Regarding Specific Types of Runs

1. **BOCES Runs - Salary**

Salaried drivers will be paid at the rate times 190 days and other drivers at the hourly rate times 190 days for the actual hours worked per day. When the BOCES run comes during the time for which a driver is already being paid, no additional pay will be received.

2. **Special Needs Runs** - Any employee who wishes to drive, bid on or substitute on these runs during the school year and/or summer, must meet all federal and New York State standards for such work.

C. Miscellaneous Substitution List - A miscellaneous substitution list will be established by seniority no later than the first day of the second week of school. Drivers will be used on an available rotating basis. This list will be used only in those instances when the regular driver gives a minimum of two (2) hours' notice of his absence. This list will not be used to cover AM/PM list or B List Trips. Drivers on this miscellaneous substitution list will be paid at the substitute's regular hourly rate.

Article VII. Seniority

A. Seniority, for the purpose of overtime work and shift assignments, shall mean the status attained by the length of service with the School District commencing with the employee's anniversary as a bus driver.

B. Seniority for the purpose of layoff or recall shall mean the status attained by the employee's length of service with the School District. Seniority shall commence with the date a driver passes a road test, providing they start as a regular unassigned driver within 1 days' time. If new drivers take their tests in July or August, their seniority date will be September 1st of the appropriate year in the same order in which they passed their test. The seniority date of drivers taking tests over school vacation days shall be the first day they began work as a regular unassigned driver. In the event of reduction in the bus drivers' workforce, the employee with the least seniority shall be laid off first. In the event of recall, the last employee laid off shall be the first hired. Recalled employees must have the correct licensing to be considered for rehire in order of seniority.

C. Recalled employees must respond within three (3) school business days of receipt of registered letter. Recalled employees must report to work within five (5) school business days of receipt of registered letter. Employees on layoff must provide the District with accurate contact information. The District may fill vacancies as efficiently as possible during the recall time period.

D. An employee who has an approved unpaid leave of absence shall be deemed to have had continuous service. Seniority will not be accrued for the time of the approved leave except in the case of leave due to workers compensation. Any unpaid time taken for Worker's compensation injuries shall not be deducted from a Unit employee's seniority, nor shall the unit employee's salary be negatively affected by the unpaid time off.

1. An employee who has resigned and is rehired within two (2) months shall be deemed to have had continuous service. Seniority will not be accrued for the time between the resignation and the rehire.

2. A driver with a temporary job conflict, other than employment in this District, will have his run held open for up to two (2) months. Seniority will not accrue for the time of the unpaid leave. Job conflict is defined as a job that an employee held at the time of beginning employment within the bargaining unit and that non-district District has changed the employee's work hours so that they conflict with the hours required to accomplish the job within the bargaining unit.

3. Any sick leave credits accumulated and unused at the time of separation shall be reinstated.

E. Seniority lists presently in effect shall be posted on the bulletin board. New employees shall be added as per date of hire as defined in Article VII, Section B of this contract.

Article VIII. Driver Related Work

A. All driver related work shall be posted and bidding procedures as in Article VI. Section A.1 shall be followed. Driver related work is defined as any work requiring driving or cleaning of a bus.

B. All other work shall be posted, and all interested employees shall have the right to bid on the work. The best qualified employee will be given the work. In the event 2 (two) or more equally qualified employees bid on a posted job seniority will prevail.

C. Bus Driver-/ Bus Washer - Any work performed washing busses, or any other related work shall be offered to drivers through a posting outlining the work required.

D. Bus Driver/Transportation Department Cleaner

The cleaning of the transportation office space shall continue to be done by the incumbent driver/office cleaner. In the event that the incumbent leaves this position, the position will be filled as per the procedures under driver related work contained herein. The Bus Driver/Transportation Department Cleaner position is a twelve-month position.

1. All hours worked in transportation department cleaning duties will be recorded on a time sheet basis.

Article IX. Driver Training

- A.** Certified drivers will be used for driver training on a rotating basis when the work is available.
- B.** The established list of trainers will continue to be used. Additional names will be added to such list by the Supervisor of Transportation. The Supervisor of Transportation will consider such factors as seniority, experience and ability to train in determining what names are added. Notification of openings will be posted for at least three (3) workdays.
- C.** Driver trainers shall be paid one (1) hour show-up time if work is canceled after driver arrives to go to work.
- D.** Driver trainers shall be paid for a minimum of three and one half (3.5) hours work unless not available due to a run conflict. If trainee is not available for the three and one half (3.5) hour session, trainer will be paid for three and one half (3.5) hours.

Article X. Leaves

A. Leaves

1. Sick Leave

- a. During the first fiscal year of employment, sick leave will be earned at the rate of one (1) day per month for each month that an employee works a majority of the available workdays in that month and will be credited to the employee on the first day of the following month. Subsequent annual sick leave crediting will be accomplished in accordance with current practice.
- b. Each employee is eligible for one (1) day of sick leave per month for ten (10) months worked, cumulative to 200 days. The 200 day maximum may not be exceeded; but, as soon as a person falls below that total, he may continue to accumulate as before.
- c. In the event an employee is eligible for worker's compensation, he may elect to use sick days, or he may elect to collect from compensation. He is not eligible to draw both sick pay and compensation. If he elects to utilize sick days, the District shall receive the compensation.
- d. The District may require written certification from a doctor for employees on sick leave for three (3) consecutive workdays.

e. **Restoration of Leave Credits** - 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 prorated basis equal to the sum received.

f. If any of the ten (10) sick days allocated in any school year are not utilized, the driver may, at the end of that school year, elect to convert those unused sick days to pay at the rate of fifty (\$50.00) per unused sick day. This election must be communicated to the Director of Human Resources no later than June 15th.

g. A run will be held open for ten (10) school months for a driver on sick leave.

2. Sick Leave Bank

a. A sick leave bank is to be established for bus drivers to be used in the event of continued illness or an extended disability which would use more sick time than accumulated. A request in writing, along with a statement from a medical doctor indicating nature of illness or disability and time of return to duty shall be presented with such request. School Superintendent may request a school doctor to conduct such examination.

b. Time to accrue as follows: One-half (.5) day to be placed in the bank for each day of unused sick leave as accumulated for the next ten (10) years, to the maximum of fifty (50) days, to be used only when no accumulated sick leave time remains.

c. Employees joining the sick leave bank subsequent to 1970 shall accumulate time from date of appointment for a ten (10) year period but not exceed a total of fifty (50) days. Calculation of such time shall be made on June 30th of each year, and all employees shall be notified of such amount of time credited to them.

3. Emergency Leave

Each employee is eligible for five (5) days of emergency leave per year, chargeable to his accumulated sick leave, upon the approval of his application for such leave. Emergency leave means a happening that may occur at the last minute or emergencies in the immediate family that cannot be handled outside the work schedule.

4. Personal Leave

a. Each employee is eligible for two (2) days of personal leave per year upon the approval of his application for such leave. This leave may not be used to extend a vacation or holiday nor in conjunction with any other leave or absence. Personal leave days not used during the year will be credited to sick leave days as of September 1st of the following year. Applications for personal leave must be submitted forty-eight (48) hours in advance, except in an emergency.

b. An employee may elect to be paid for unused personal leave days in the amount of fifty dollars (\$50.00) per day. This election must be communicated to the Director of Human Resources no later than June 15th.

5. Bereavement Leave

a. An employee shall be entitled to up to five (5) days absence at full pay due to the death of an employee's father, mother, spouse, son, daughter, (step included) sibling, mother-in-law, father-in-law, grandparent, or grandchild, or member of the employee's immediate household. Bereavement leave will not be charged against an employee's accumulated sick leave. Absences for death of other relatives shall be charged against an employee's accumulated sick leave as described in the emergency leave provisions set forth in paragraph A.3 of the Article.

b. Bereavement leave will normally begin on the day of or the day after a death and will terminate on the day of or the day after interment. Notwithstanding the foregoing, if the interment of a decedent is delayed, an employee shall be permitted to use bereavement leave days to the extent they remain available from the allocations described in 5(a) above, to attend the interment of the decedent.

6. Emergency Volunteer Work

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

7. Child Care leave

A unit employee may have unpaid childcare leave for up to one (1) full year following the birth of a child. 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.

B. Call-in Procedure for Absence

Employees who will be absent for any reason shall notify the Transportation Office no later than 5:30 AM for a morning run absence and no later than noon for their afternoon run.

Should the employee be incapable of contacting the Transportation office personally, the employee will be permitted to designate a person on their behalf to contact the office in their place. Any notification to the Transportation Office regarding an employee absence must be actual person to person contact and not made (for example) via e-mail or text or voice mail.

C. Drivers requesting time off without pay will be granted such requests on a first-come, first-serve basis if unassigned drivers are available as replacements. A driver may request time off without pay in the event that the driver has a serious health condition, or the driver is required to care for an immediate family member who has a serious health condition under the provision applicable to FMLA leave. The district has the right to deny any such requests for time off without pay other than those leaves which are FMLA-eligible.

Article XI. Retirement

1. Plan

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

2. Sick Leave Escrow 105(h) Account

Upon retirement, an employee's accumulated sick leave days (not inclusive of banked days or those eligible to be converted for additional service credit with ERS) shall be cashed out at a rate of number of sick days (not to exceed 200 days) x \$75.00. This sum shall be placed on account with the District Business Office for the purpose of off-setting the retiree's contribution to District Health Insurance until said funds are depleted.

3. Eligibility

a. Employees who have: [1] fifteen (15) or more years employment with the Horseheads School District; and [2] have attained the age of sixty-two (62) or able to retire under the New York State Employees' Retirement System; and [3] notify the District no less than six (6) months prior to their date of leaving District employment shall have their health insurance premiums from the date of retirement to their Medicare eligible date paid at the same rate as active employees.

b. Prior to Medicare eligibility date, for retirees covered under this Article, the Health Insurance Plan will be the same as provided to active employees (including all premium contributions and caps, co-insurances including office visits, physicals, outpatient surgery, chiropractic, emergency room visits, and prescriptions. Retirees should refer to the Plan Document for the complete schedule of co-payments).

c. After the retiree becomes eligible for Medicare, the retiree shall be entitled to District health insurance under the district-offered Medicare Advantage plan at the same contribution rate as active employees.

d. Should an employee who is covered by the District health Insurance plan die subsequent to his retirement, his or her surviving spouse shall be allowed to continue in such plan, with the surviving spouse paying the same rate as an active employee.

4. Retiree Vision Plan

a. The District agrees to permit current and future CSEA retirees to have access to the CSEA EBF Platinum 12 Vision Plan with the retiree paying the total premium for this benefit. The premium is subject to change annually. It is the responsibility of the retiree to contact the District Health Insurance Benefits office for premium information and enrollment documents. Should the CSEA EBF Platinum 12 Vision Plan cease to allow retirees coverage under the plan, this provision shall terminate.

Article XII. Insurance

A. Health Insurance

The Horseheads Central School District Health Plan, for health insurance is provided to all full and part-time regular employees. Application must be initiated by the employee. The District shall have the right to select an alternative carrier to go to self-insurance except that current benefits are to be maintained exactly as they are and the cost to the employee for such coverage shall be calculated as is currently done. Effective July 1, 2025, all eligible employees will be covered by Option Three –N (Network) of the Horseheads Central School District Health Plan. Additionally, eligible employees shall participate in the Specialty Prescription Drug Cost-Share Assistance Program known as SaveOnSP, so long as the plan continues this program.

New employees shall be eligible for insurance sixty (60) days from their Board of Education appointment date, except that any new employee hired directly from another school district shall be eligible for health insurance coverage on their Board of Education appointment date.

1. Premium Contribution - All unit members shall receive health insurance coverage according to the following premium contribution schedule. Employee premium contributions shall be deducted over 21 equal bi-weekly installments.

Employee contributions shall be as follows:

2025-2026	20%
2026-2027	20%
2027-2028	20%
2028-2029	20%
2029-2030	20%

2. Co-Insurance Payments

The following changes shall be made to the health insurance plan, to be effective upon ratification or as soon thereafter as practicable:

Doctor's visits, Urgent Care - \$20

Prescriptions - \$10 for Generic for 30 days; \$0 if 90 mail order supply
\$25 for Tier 2 for 30 days; \$20 if 90 day mail order
\$40 for Tier 3 for 30 days; \$30 if 90 day mail order

Specialty drugs

\$35 Mandatory Mail Order

\$40 Non-Mandatory Mail Order

ALL prescription drugs require step therapy and pre-approval

Emergency Room - \$100 – waived if admitted

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

B. Dental Plan

Employees carrying the health insurance package may purchase the District's Dental Coverage rider, which includes \$750 lifetime orthodontics for dependents under 18.

The employee shall pay 10% of the premium cost and the District shall pay ninety (90%) percent of the premium cost.

Effective date of final ratification of this Agreement, the dental plan allowance shall be increased as follows:

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

Additionally, drivers may optionally choose to participate in the CSEA Employee Benefit Fund Member Plus Dental Plan at the driver's own cost.

C. Employee Benefit Fund (EBF) - Platinum-12 Optical

The District shall participate in the Employee Benefit Fund (EBF) for the purpose of providing the Optical Plan known as "Platinum-12" to each employee.

D. Disability Insurance

New York State Disability Insurance as provided for off-the-job injuries shall be provided to all employees at no cost to employees.

E. Spousal Insurance coverage of deceased employee

Should an active employee who is covered by the District Health Insurance plan die while employed by the District, his or her surviving spouse shall be allowed to continue in such plan, with the surviving spouse paying the same premium contributions and caps, co-insurance and prescription payments as the active employee. Should the surviving spouse re-marry, the spouse's spouse will not be covered under this plan.

F. 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 (\$4500) Dollars per contract year. The District agrees to provide employees with two options for payment of this benefit: One (1) payment the last pay in June; or two separate payments the first pay in December, last pay in June. The employee must designate their payment option at the time they request the buy-out. Failure to do so will result in the District making one (1) payment the last pay in June.

Employees electing to refuse such coverage shall notify the District prior to June 1st of each year. New employees shall notify the District within thirty (30) days of employment as to their election of health insurance coverage or the sell-back. Employees who opt-out of the Health Insurance Plan shall provide to the District, proof of other coverage. Such proof shall be provided by the employee to the District, upon request by the District at any time during the year, 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 District of such loss of coverage and shall be enrolled in the District's Health Insurance Plan on the first of the month following such notification and the buy-out payment shall be pro-rated to that time. Pro-ration shall be based on months per year. (1/12th of the total for each month out of the plan.)

Should this section 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 shall be considered null and void, and the parties hereto shall meet to negotiate alternatives to same.

G. Lifetime Retiree Health Insurance & Medicare Buy-Out Option

A unit member may, in any year of eligibility for retirement into the Employees' Retirement System, elect at the time of retirement to opt out of District Health Insurance Coverage. In exchange for the irrevocable opt-out, the employee shall receive an amount equal to \$25,000. This opt-out provision is only available to those who have access to health insurance coverage other than through the District and this opt-out provision is only available to those who were covered by District health insurance coverage in the year prior to retirement.

Article XIII. Grievance Procedure

A. Definitions

1. A "grievance" is any claimed violation, misinterpretation of inequitable application of the existing agreement and disciplinary action.
2. An "aggrieved" party is any employee, group of employees or the Union.
3. When two (2) or more employees are affected by a grievance, such grievance may be submitted as a class action by the employees affected or by the Union.

B. Procedure

1. A grievance shall be deemed waived unless it is submitted at the first available stage within ten (10) school business days after the aggrieved knows or should have known of the events or conditions on which it is based.
2. All grievance discussions, meetings, conferences, hearings shall be conducted by mutual agreement of both parties.
3. The time limits at any step(s) may be extended by mutual agreement.
4. All matters of discipline or discharge shall be submitted directly to Stage 2 within three (3) school business days after such discipline or discharge.
5. Awards may not be retroactive beyond the date the grievance was originally filed.

C. Stage I

1. An employee must attempt to resolve a grievance informally with his immediate supervisor. During any attempt to resolve such grievance at an informal level with his immediate supervisor, such grievant shall be entitled to have not more than one (1) representative of the Association. At any subsequent level of this grievance procedure, the grievant shall not be so limited.
2. If such employee is unable to resolve such matter to his satisfaction, he may reduce such grievance to writing and file same with his immediate supervisor.
3. Each written grievance shall identify and be signed by the aggrieved party and indicate the time and place where the alleged events or conditions constituting the grievance took place or otherwise describe the conditions constituting the 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.

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

D. Stage 2

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

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

E. Stage 3

1. In the event that the Union is not satisfied with the decision of the Superintendent, the Union may, within twenty (20) days thereafter submit such grievance to arbitration in accordance with the rules of the American Arbitration Association. A copy of the request shall be forwarded to the Superintendent.

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

3. The decision of the arbitrator shall be final and binding on both parties.

4. The cost of the services of the arbitrator will be borne equally by the District and the Union.

F. Reprisals

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

G. Availability of Documents

There shall be made available to the appropriate union 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 XIV. Disciplinary Procedure

- A. Any employee considering himself aggrieved due to any disciplinary action may file a grievance in accordance with Article XIII of this Agreement, or may resort to the provisions of Section 75 and 76 of the Civil Service Law. Any disciplinary grievance provided for herein shall be deemed to include the statutory protections of Section 75 of the Civil Service Law. An employee selecting either the grievance procedure under Article XIII or the procedures under Section 75 and 76 of the Civil Service Law shall waive his right to the other procedure.
- B. Employees with five (5) or more years of service in the school district will be entitled to the provisions of Section 75 and 76 of the Civil Service Law.
- C. The District will notify the Unit President or his designee before suspending an employee without pay.
- D. All letters and counseling memos concerning discipline must be signed by the employee involved prior to being placed in the employee's personnel file. Such signature merely signifies receipt and neither agreement nor disagreement with the contents.
- E. Prior to any meeting with management that is of a disciplinary nature, or which could lead to discipline, bargaining unit members must be afforded the opportunity to obtain Union representation. If the employee refuses such representation, he must sign a form, provided by the management personnel, stating such refusal.

Article XV. Out of District Children

No new children of employees living out of the district will be allowed to enroll in the District.

Article XVI. Employer Policy Requirements

The Transportation Supervisor will ensure that each employee is provided with a copy of any/all departmental and district policy and/or work rule when it becomes effective and when revised. The employee shall sign a statement verifying that he/she has been informed of the content of the policy and/or work rule, and that they have received a copy of the document. A master copy of all departmental policies and work-rules shall be available at all times for employees to review during regular business hours, and a copy shall be provided to the CSEA Unit President.

Article XVII. Duration of Agreement

- A. This agreement shall commence July 1, 2025 and expire June 30, 2030.
- 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.
- C. This agreement shall become effective, subject to required legislative approval, upon its approval by the members of the respective parties hereto. This agreement may be amended by the mutual consent of both parties.
- D. Savings Clause.** If any provision of the Agreement or any application of the Agreement shall be found contrary to law, then such provisions 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.

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

Redacted

Thomas J. Douglas, Superintendent

Date

10/2/2025

Horseheads Transportation CSEA Unit

Redacted

Date

10/2/2025

CSEA, INC. Local 1000 AFSCME AFL-CIO

Redacted

JOAN Mastronardi, Labor Relations Specialist

Date

October 2, 2025