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#### **Contract Database Metadata Elements**

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**AGREEMENT**

between

**HORSEHEADS CENTRAL SCHOOL DISTRICT**

and

**NON-INSTRUCTIONAL SUPERVISORS ASSOCIATION**

**2000-2005**

**HORSEHEADS CENTRAL SCHOOL DISTRICT**

**HORSEHEADS CENTRAL SCHOOL DISTRICT  
HORSEHEADS, NEW YORK**

**RECEIVED**

DEC 14 2004

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

Revised 7/25/01



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## NON-INSTRUCTIONAL SUPERVISORS

### ARTICLE I. LEAVES

#### A. SICK LEAVE

1. Each employee is eligible for 1 day per month of sick leave per year, except for the first year when the days are earned at a rate of 3 days per quarter. This leave may be accumulated up to 200 days, and the 200 days maximum may not be exceeded; but as soon as a person falls below that total, he/she may continue to accumulate as before.
2. An extended sick leave bank shall be established for each 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 is accumulated.

A request in writing, supported by a 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.

Extended sick leave for this bank shall be accumulated as follows:

- a. One half day shall be placed in the bank for each day of unused sick leave as calculated from the previous five year (school year 1970-71 through 1974-75 or a total possible accumulation of 25).
- b. One half day for each day of unused sick leave calculated over the next five years and subsequent to that, accumulated at the same rate up to the maximum of 50 days.
- c. For those employees who joined the system subsequent to 1970, their accumulation shall be from the date of appointment for a ten year period or until the maximum 50 days of accumulation is reached.
- d. The maximum allowable accumulation shall be 50 days, but shall be used, however, only when there are no sick days remaining which have been accumulated as part of the 200 aforementioned days.

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

**B. EMERGENCY LEAVE**

Each employee is eligible for five (5) days of emergency leave per year, chargeable to this accumulated sick leave, upon the approval of his application of such leave.

**C. PERSONAL LEAVE**

Each employee is eligible for two (2) days of personal leave per year, chargeable to his/her accumulated sick leave, and as part of his/her emergency leave total. No notice is required, but notice should be given as soon as possible. This leave may not be used to extend a vacation or holiday, nor in connection with any other leave or absence.

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 200 days.

**D. FUNERAL LEAVE**

Due to the death of an employee's father, mother, son, daughter, spouse or relative in the immediate household of the employee, up to five (5) days absence shall be allowed at full pay. In addition, due to the death of a sibling, mother-in-law or father-in-law, grandparents, or grandchildren, up to three(3) days absence shall be allowed at full pay. This leave will not be charged against sick leave.

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

**ARTICLE II. VACATIONS**

Those employees listed in Article VI. are eligible for five (5) weeks of vacation.

Newly hired employees will receive vacation days according to the following schedule:

Year 1	3 weeks (prorated based upon the date of hire)
After the 1st full year	4 weeks
After the 2nd full year	5 weeks

Employees entering the unit, whose job immediately preceding was a District position, will retain the vacation they had accrued in that position. They will move to the next appropriate level of vacation leave on July 1st. Employees hired after April 1st will move to the next level the second

July following their hire.

Unused Vacation Days:

1. Group members can be paid up to five(5) days per year for unused vacation leave.
2. Group members may carry over up to 1 week (five days) vacation from one year to the next.

### **ARTICLE III. RETIREMENT**

The 75-I New York State Employees Retirement Plan is provided to all regular employees.

An employee may, at the time of retirement into the Employees Retirement System, elect either of the options which follows:

**OPTION ONE:** An employee who retires during his/her first or second year of eligibility for retirement into the New York State Employees Retirement System will receive \$50.00 per day for accumulated sick leave up to the maximum of 200 days upon retirement. This will be a maximum of \$10,000 lump sum at the time of retirement.

**OPTION TWO:** An employee may, in any year of eligibility for retirement into the New York State Employees Retirement System, elect at the time of retirement to have District-paid health insurance under the same plan available to active employees of this unit until he/she reaches the age of sixty-five. After age sixty-five, the employee shall be entitled to District-paid insurance under the Medicare Supplement Plan with the prescription card.

If an employee dies, the surviving spouse may continue health care coverage unless the surviving spouse remarries, in which case, health care coverage shall be discontinued.

Any employee becoming a unit member after September 1, 1992, must have **ten (10)** years of service in the District to be eligible for paid health insurance into retirement.

### **ARTICLE IV. GROUP HOSPITALIZATION**

#### **A. HEALTH INSURANCE**

The Horseheads Central School District Health Care Plan is provided for all regular employees. Each employee will pay the following each year through the

five year duration of this contract(2000-05):

Individual Plan will be a contribution of \$500 each contract year through June 30, 2005.

Family Plan will be a contribution of \$1000 each contract year through June 30, 2005.

**B. DISABILITY INSURANCE**

Disability insurance will be provided for all members of this unit. The district will pay for the full cost of premium.

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.

**C. OPTICAL INSURANCE**

Unit members will receive up to \$150.00 per year toward the purchase of prescriptive safety glasses and related costs. This amount can be accumulated to a maximum of \$300. Instead of receiving the cash payment described, unit members may choose to be covered by the CSEA Platinum-12 Family Optical Plan.

**D. SAFETY TEAM AND GROUP ACCIDENT AND DISMEMBERMENT INSURANCE**

Members of this unit, plus other identified District employees will be part of a Safety Team. This team will become activated in the event of a serious crisis and/or threat of personal safety or building damage as directed by the Co-coordinators of the District's Emergency Response Team.

1. The District will purchase Group Accident and Dismemberment Insurance for members of this unit who are on the Safety Team.
2. Members of the Safety Team will receive initial safety training and annual update training (if necessary) through the SCT BOCES Health and Safety Department.

**ARTICLE V. HOLIDAYS**

The holidays mutually agreed to by the Superintendent and the Custodial-Maintenance Unit shall also be considered as holidays for the Supervisors Unit, and shall be considered with full pay.



**ARTICLE VI. SALARY**

Last Name	First Name	2000-2001	2001-2002	2002-2003	2003-2004 & 2004-2005
Grafius	Richard	\$39,152.77	\$41,893.46	\$44,826.01	Reopen
House	John	\$24,910.00	\$26,653.70	\$28,519.46	
Merrow	Robert	\$33,373.70	\$35,709.86	\$38,209.55	
Ostrander	Paul	\$37,212.86			
Rogers	Don	\$33,245.30	\$35,572.47	\$38,062.54	
Smith	Dale	\$40,928.97	\$43,794.00	\$46,859.58	
Dayton	Rodney	\$31,330.00	\$33,523.10	\$35,869.72	

A stipend of \$200 is given for any License/Certificate for schooling needed to perform duties required by the District, such as Asbestos, Fertilizer, Pool Operations, Energy Management, etc.

**ARTICLE VII. DURATION OF AGREEMENT**

The duration of this agreement shall be for a period of five (5) years; the Parties will open negotiations no later than April 1, 2003, for Salaries for 2003-2004 and 2004-2005.

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, unless with the mutual agreement of both parties. As needs arise and with the approval of both parties, this agreement may be amended by the mutual consent of both parties.

This agreement shall become effective upon its approval by the members of the respective parties hereto.

**ARTICLE VIII. WORK DAY AND CALL IN**

The work day will be eight (8) hours when school is in session and will be seven (7) hours when school is not in session. On 7 hour days, time worked beyond the 7 hours will be paid at time and one half.

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

**ARTICLE IX. TRAINING**

**A. TRAINING OPPORTUNITIES**

The District will provide training to unit members to upgrade their skills. This will include driving training leading to a CDL so that snow removal can be accomplished more effectively and by more people.

**B. COMPUTER CLASSES**

The school district will pay for computer classes for each employee upon the approval of the Supervisor of Buildings and Grounds.

**C. TUITION REIMBURSEMENT**

Unit members enrolling in course work which is taken to improve job performance will be eligible for tuition reimbursement providing prior written approval is received from the Director of Facilities Services. The district will provide up to \$700.00 per unit member annually for education directly related to their job title. This education is to take place on the members own time and will be reimbursed on satisfactory completion of the course with the grade of "C" or better.

If the member chooses to leave the employment of the district within one year of completion of the district supported education, all monies provided to the member will be refunded by the member.

**D. CDL LICENSE**

The District will pay the cost of a CDL license with the understanding that the unit member will be willing to drive vehicles requiring such license.

**ARTICLE X. MISCELLANEOUS**

**A. ID**

The District will provide each employee with an appropriate ID card.  
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.

**B. COMPENSATORY TIME**

Each employee in this unit may elect compensatory time, to a maximum of forty(40) hours per fiscal year(July 1-June 30), in lieu of any overtime or call-in time.


1. When an employee uses any of the accumulated compensatory time during any fiscal year, these hours may not be replaced during the same contract year.
2. Any overtime hours beyond the 40 compensatory time will be compensated at 1.5 times regular hourly rate in overtime pay.
3. Any hours remaining in compensatory time at the end of the fiscal year may be carried over to the next fiscal year, but may only add to a maximum of 40 hours for new fiscal year.

**C. FLEXIBLE SPENDING ALLOWANCE**

During the 2000-2001, 2001-2002, and the 2003-2004 contract year, each member will receive \$300 to be placed in a Flexible Spending Account to be used for unreimbursed expenses as stipulated by the plan. The only exception to this will be the year 2000-2001; each member will receive a \$300 lump sum at the time of their retroactive pay.

HORSEHEADS CENTRAL SCHOOL DISTRICT

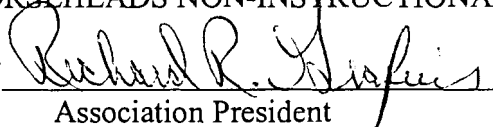
BY

  
Superintendent

  
Date

HORSEHEADS NON-INSTRUCTIONAL SUPERVISORS UNIT

BY

  
Association President

  
Date

Horseheads Central School District

*Horseheads Central School District*

*And*

*Horseheads Central School District Non-Instructional Supervisors*

The parties have agreed to the following changes to the 200-2005 District-Unit agreement:

**ARTICLE VI SALARY. This section is amended as follows:**

**A. SALARY**

Unit salaries will be as follows:

Each year, 2003-04 and 2004-05, each member of the Non-Instructional Supervisors group will receive a 2.88% increase in their salary.

**ARTICLE X: MISCELLANEOUS. This section is amended as follows:**

C. The District will no longer place the sum of \$300 per member (7 members) in an IRS 125 Flexible Spending Plan for unreimbursed vision or dental costs.

Horseheads Central School District

By

*William Condon*  
Superintendent

*7/7/03*  
Date

Horseheads Non-Instructional Supervisors Unit

By

*Robert E. Meenan*  
Superintendent

*6-26-03*  
Date

