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Title: **Horseheads Central School District and Horseheads Central School District Secretarial Unit 6355-04, Chemung County Local 808, CSEA, Local 1000, AFSCME, AFL-CIO (2005)**

Employer Name: **Horseheads Central School District**

Union: **Horseheads Central School District Secretarial, CSEA, AFSCME, AFL-CIO**

Local: **Secretarial Unit 6355-04, 1000, Chemung County 808**

Effective Date: **07/01/05**

Expiration Date: **06/30/09**

PERB ID Number: **5312**

Unit Size: **43**

Number of Pages: **28**

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Horseheads Central School District

Horseheads, New York

SEC/5312

AGREEMENT
Between the
SUPERINTENDENT
OF
SCHOOLS

and



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

and the

Horseheads CSD
Secretarial Unit 6355-04

July 1, 2005 – June 30, 2009

RECEIVED 6/20/06

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PREAMBLE

This agreement is entered into this first day of July, 2005 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
- c. Principal Account Clerk

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 the 2000-2005 contract 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. Agency Fee

An employee of this unit who chooses not to join the Civil Service Employees Association Inc., shall have deductions made from his or her salary in an amount equivalent to the dues levied by the Civil Services Employees Association, Inc. The money shall be deducted from the employee's salary and transmitted to Civil Service Employee's Association, Inc. in the manner described in paragraph A of this section.

C. Credit Union Deductions

The Association has the right to have unlimited changes in payroll deductions for Credit Union transactions.

D. 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.

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, home address, social security number, job title, work location and first date of employment. 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 step, 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 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 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. Salary Schedule

A. Salaried Employees

1. 2005-2006

Each salaried employee who was employed in her current classification in 2004-2005 will receive 4.25% percent added to their annual salary. The starting salary for each classification will increase by 2.125% over the starting salary in 2004-2005. Clerk Typist \$18,670, Senior Clerk/Typist \$20,114, Principal Account Clerk \$23,266.

2. 2006-2007

Each salaried employee who was employed in her current classification in 2005-2006, will receive 4.30% percent added to their annual salary. The starting salary for each classification will increase by 2.15% over the starting salary in 2005-2006. Clerk Typist \$19,071, Senior Clerk/Typist \$20,546, Principal Account Clerk \$23,765.

3. 2007-2008

Each salaried employee who was employed in her current classification in 2006-2007 will receive 4.3% percent added to their annual salary. The starting salary for each classification will increase 2.15% in 2007-2008. Clerk Typist \$19,481, Senior Clerk/Typist \$20,988, Principal Account Clerk \$21,406.

4. 2008-2009

Each salaried employee who was employed in her current classification in 2007-2008 will receive 4.3% percent added to their annual salary. The starting salary for each classification will increase by 2.15% percent in 2008-2009. Clerk Typist \$19,900, Senior Clerk/Typist \$21,030, Principal Account Clerk \$24,798.

B. Hourly Employees

1. 2005-2006

Current hourly employees shall receive an increase of 4.25% over the 2004-2005 rate. The starting rate for newly hired hourly employees will be \$ 9.57 per hour.

2. 2006-2007

Current hourly employees shall receive an increase of 4.30% over the 2005-2006 rate. The starting rate for newly hired hourly employees will be \$ 9.78 per hour.

3. 2007-2008

Current hourly employees shall receive an increase of 4.30% over 2006-2007 rate. The starting rate for hourly employees will be \$ 9.99 per hour.

4. 2008-2009

Current hourly employees shall receive an increase of 4.30% over the 2007-2008 rate. The starting rate for hourly employees will be \$10.20 per hour.

C. 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. 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 or assist an employee to gain promotion within a unit Title or related degree.
- 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.

D. Longevity

Salaried and hourly employees will receive longevity according to the following schedule (changes to this schedule shall be effective the date of contract and is not retroactive):

<u>going to step</u>	<u>Salaried amount</u>	<u>Hourly amount</u>
5	\$400	\$.20
10	\$500	\$.25
15	\$600	\$.30
20	\$700	\$.36
25	\$800	\$.41
30	\$900	\$.46

E. In-Service

Clerical staff will be paid their hourly rate for attendance at in-service courses which are required by the District, or for professional enrichment. Voluntary in-service courses will be paid at a rate of \$10 per hour. The employee is responsible to initiate the submission of the Workshop Approval Form, Attachment A.

F. Attendance Incentive Plan

Effective 7/1/06, and annually thereafter, each unit employee will have the option to participate in the incentive plan during the school year on a semester basis between September to June. It is the responsibility of each employee to maintain their own record of days off taken during this time and submit a written request to the Director of Human Resources for approval and payment. Payment shall be made as a separate check during the succeeding semester, less all mandatory deductions.

For 2005-2006:

September 8 – November 5, 2006

- \$100 (one hundred dollars) when the employee has used no vacation leave, sick leave, personal leave, emergency leave or time off without pay;
- \$75 (seventy-five dollars) when the employee has used ½ (one half) day total of either vacation leave, sick leave or personal leave or emergency leave or time off without pay;

c. \$50 (fifty dollars) when the employee has used 1 (one) day total of any combination of vacation leave, sick leave or personal leave or emergency leave or time off without pay.

d. \$50 (fifty dollars) when the employee has used only pre-approved and planned vacation days (regardless of number of days).

November 8 – January 24, 2007

a. \$100 (one hundred dollars) when the employee has used no vacation leave, sick leave, personal leave, emergency leave or time off without pay;

b. \$75 (seventy-five dollars) when the employee has used ½ (one half) day total of either vacation leave, sick leave or personal leave or emergency leave or time off without pay;

c. \$50 (fifty dollars) when the employee has used 1 (one) day total of any combination of vacation leave, sick leave or personal leave or emergency leave or time off without pay.

d. \$50 (fifty dollars) when the employee has used only pre-approved and planned vacation days (regardless of number of days).

January 25 – April 6, 2007

a. \$100 (one hundred dollars) when the employee has used no vacation leave, sick leave, personal leave, emergency leave or time off without pay;

b. \$75 (seventy-five dollars) when the employee has used ½ (one half) day total of either vacation leave, sick leave or personal leave or emergency leave or time off without pay;

c. \$50 (fifty dollars) when the employee has used 1 (one) day total of any combination of vacation leave, sick leave or personal leave or emergency leave or time off without pay.

d. \$50 (fifty dollars) when the employee has used only pre-approved and planned vacation days (regardless of number of days).

April 7 – June 15, 2007

a. \$100 (one hundred dollars) when the employee has used no vacation leave, sick leave, personal leave, emergency leave or time off without pay;

b. \$75 (seventy-five dollars) when the employee has used ½ (one half) day total of either vacation leave, sick leave or personal leave or emergency leave or time off without pay;

c. \$50 (fifty dollars) when the employee has used 1 (one) day total of any combination of vacation leave, sick leave or personal leave or emergency leave or time off without pay.

- d. \$50 (fifty dollars) when the employee has used only pre-approved and planned vacation days (regardless of number of days).
3. An employee's eligibility for the incentive will not be negatively affected for time off for jury duty, bereavement leave, military leave, union leave or emergency volunteer work as described in the Agreement.
4. In extenuating circumstances, when an employee loses time through no fault of his/her own, that employee may request a review and waiver of that time as it applied to this incentive. The review will be performed by the Director of Human Resources. If, after review the employee is not satisfied with the response, he/she may appeal to a panel consisting of the Director of Human Resources or designee, the Union president or designee and one member chosen by the parties. In the event of a disagreement over this 3rd member, the Superintendent shall be the 3rd person. The decision of the panel is final and not subject to grievance provisions of the Agreement.

Article III.

A. Hours

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 7 hour day will be in effect. (School is considered not to be in session when neither elementary nor secondary students are in attendance.)

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. Snow Days

1. 12 month clerical employees work a regular seven (7) hour day on snow days.
2. Hourly employees may work on snow days and on days given in lieu of unused snow days.

F. Emergency School Closing or Delay

When an emergency situation is declared and the entire school district is closed, clerical employees shall not be required to report to work. If an emergency situation is declared during the workday, clerical employees may be excused and will receive regular pay. If an employee is required to work, the employee shall receive double pay. When there is a two (2) hour delay, clerical staff will not be expected to report during the delay. If a supervisor requires a person's attendance, compensatory time will be awarded.

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.

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 receive double pay.

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 her immediate supervisor.

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 step, 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.

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, step, 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 weeks, with permanent appointment at the discretion of the appointing authority, granted at the completion of a minimum of eight 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 temporary or 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 steps.

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 lay off, 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 years.

After the displacement procedure is complete, two 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

Each 12 month employee is eligible for fourteen (14) days of sick leave per year and at step 10 this will increase to sixteen (16) days of sick leave per year. Each 10 month employee is eligible for twelve (12) days of sick leave per year. This leave may be accumulated up to 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.

Regular part time employees are eligible for twelve (12) days of sick leave per year cumulative to 200 days, based on the number of hours worked daily.

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

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. Emergency Leave

Each employee is eligible for twenty-five (25) days of emergency leave per year, twenty-three (23) of which are chargeable to the employee's accumulated sick leave, upon the approval of the Superintendent. The remaining two (2) days may be used on Emergency Closing/Snow Days without a deduction from sick days. These two days are non-cumulative and cannot be carried over from year to year. Upon usage of an Emergency Day, the employee will notify their supervisor the day of its use. Requests in excess of twenty-five (25) days must be approved by the Board of Education.

D. Personal Leave

Each employee is eligible for two (2) 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 200 days.

E. Bereavement Leave

Due to death of an employee's father/step-father, mother/step-mother, son/step-son, daughter/step/daughter an employee will be allowed up to five (5) days absence at full pay. In addition, up to five (5) days absence shall be allowed if the employee must travel out of state. For any relative or member of the immediate household not listed herein, an employee may make application to the Director of Human Resources for consideration of bereavement time. This leave will not be charged against sick leave.

F. Child Care Leave

A unit member may have unpaid childcare leave for up to one 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 \$2300.

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.

I. Visitation Days

Each permanent employee shall be allowed one (1) paid visitation day per year, to be considered as part of the total number of their annual contract work days. Visitation Days shall be considered an opportunity for any unit employee to observe either internal employees or other district employees in the performance of his/her duties, with an emphasis on gaining job enrichment and work experience. Employees' interested in using a Visitation Day must request and receive prior approval from their immediate supervisor and the Human Resources Director or designee. Visitation days not taken may not be "rolled over" into successive school year.

Article X. Vacations

A. Prorated Schedule for new hires

Each new employee who is hired between July 1 and December 31 shall be entitled to two weeks vacation as of the following July 1. New employees hired between January 1 and March 31 shall be entitled to one week of vacation as of July 1. Employees hired in April will get 3 days vacation as of July 1. Employees hired in May will get 2 days as of July 1. Employees hired in June will get 1 day as of July 1.

B. Vacation allocation schedule

- The employee is eligible for two (2) weeks of paid vacation for the first year of service completed as of July 1st of the year involved.
- The employee is eligible for two (2) weeks and one (1) day of paid vacation at the fifth (5th) step.
- The employee is eligible for two (2) weeks and two (2) days of paid vacation at the sixth (6th) step.
- The employee is eligible for two (2) weeks and three (3) days of paid vacation at the seventh (7th) step.
- The employee is eligible for two (2) weeks and four (4) days of paid vacation at the eighth (8th) step.
- The employee is eligible for three (3) weeks and one (1) day of paid vacation at the ninth (9th) step.
- The employee is eligible for three (3) weeks and two (2) days of paid vacation at the tenth (10th) step.
- The employee is eligible for four (4) weeks and three (3) days of paid vacation at the fifteenth (15th) step.
- The employee is eligible for four (4) weeks and four (4) days of paid vacation at the twentieth (20th) step.
- The employee is eligible for five (5) weeks of paid vacation at the twenty-fifth (25th) step.
- Twelve (12) month regular part time employees are eligible for vacation as delineated above. All other part time employees will be eligible for one (1) week of paid vacation at step 8 and two weeks of paid vacation at step 15.

C. Payment of Vacation accruals

1. Employees can be paid for up to eight (8) days unused vacation time annually, and/or carry over from one year to the next up to three (3) unused vacation days. The payroll department must be notified by June 1st if payment is being requested for that school year.
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.

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 must be initiated by the employee. In addition the District agrees to provide employees with Section 41-J for all regular employees. 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 Section 41-J but in no event will the employee be permitted to exceed a total of 165 days in either option.

B. 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.

Retiree Health Insurance Coverage, Plan Identification, and Premium Contribution

Any employee who has been employed by the District for 15 years and is eligible for New York State and Local Employees retirement will have their health insurance paid in full by the District upon retirement.

Effective the date of ratification of this Agreement, current employees who retire prior to June 1, 2006 will retain the Comprehensive employee health benefits according to the 2000-2005 contract until April 1, 2007. After April 1, 2007, those retired employees shall receive the same level of benefits and all coinsurance payments (including office visits, Emergency Room and prescription drug co-payments) as active employees.

Current employees and new hire employees after July 1, 2006 who retire from the district will retire with the same level of benefit, premium contribution (with all applicable caps), and co-insurance payments (including office visits, Emergency Room, and prescription drug payments) as active employees.

The health insurance plan and the coverage shall be the coverage in effect at the time of retirement. Once eligible for Medicare, the District will pay for the supplemental plan.

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

A. Health Insurance

1. The Horseheads Central School District Health Plan (formally The Central Southern Tier Health Care Plan) for health insurance is provided to all full and part-time regular employees. Application must be initiated by the employee.

2. All unit members shall receive health insurance coverage according to the following premium contribution schedule, including all applicable caps:

2005-06 – 10% contribution of either the Single or Family Plans, capped at \$500 for single and \$1000 for family.

2006-07 – 10% contribution of either the Single or Family Plans, capped at \$550 for single and \$1100 for family.

2007-08 – 10% contribution of either the Single or Family Plan – capped at \$600 for a single or \$1150 for a family level

2008-09 – 10% contribution of either the Single or Family Plans, capped at \$650 for a single or \$1200 for a family level.

3. Insurance contributions by hourly employees hired on or after September 14, 1992 will be the same as full time employee's contribution plus pro-rated amount on percentage of annual hours not worked.

If an employee dies before retirement, their spouse or dependent may purchase insurance at the group rate paying the full premium for the plan selected.

After 20 years of service, an employee who resigns can purchase the District's health insurance plan equal to the retiree's plan.

4. Co-Insurance Payments

Effective April 1, 2006, all covered employees shall become responsible for the following co-insurance payments for services:

Office visits/Out Patient/X-Rays/Chiropractor	\$10.00
Emergency Room	\$25.00

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

5. Prescription Drug Coverage

Effective April 1, 2006, prescription drug coverage shall be a 3-Tier Formulary Drug List with co-payments of Tier I \$0, Tier II \$10, and Tier III \$15 per thirty-day supply, with the exception for maintenance (mail-order) prescriptions which shall be dispensed as written and paid for with one co-payment (\$0, \$10, \$15) for a 90-day supply. Any/all changes of medication within in the tiers of this formulary plan are solely at the determination of the plan provider.

6. Dental Plan

Dental insurance carrier and coverage shall remain the same as were in effect during 2004-2005, with the following increases in benefit reimbursement effective April 1, 2006: 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

7. Vision Plan

Each employee is eligible for \$150.00 reimbursement for personal and/or family vision care each year. Any unused monies will be carried over from one year to the next to a maximum of \$500. Unit members shall have the option of moving from the annual reimbursement for optical provided for herein, to the CSEA-Employee Benefit Fund "Platinum-12" family optical plan at the composite rate. Premiums in excess of \$150 will be paid for by the unit members. It is agreed that such change, if made, will only take place at the beginning of the Employer's fiscal year subsequent to written notice from the unit member to the Accounts Payable Clerk by June 1st that the change is to be made. Effective the date of ratification of this Agreement, the district agrees to permit current and future retirees access to the Platinum 12 Vision Plan with the retiree paying the total premium for this benefit. It is the responsibility of the retiree to contact the District for enrollment and payment schedules for this plan. Retired employees' are not eligible for the \$150 reimbursement.

8.. Health Insurance Committee

When discussions regarding health insurance coverage in the District are to be held, representatives of the Association shall have the right to attend all such discussions. The parties agree that no changes in health insurance coverage shall be made without the negotiated agreement of CSEA.

The District will investigate alternative medical plans. The investigation shall center upon those alternatives that meet or exceed the benefits of the current medical plan. The District will cooperate with the CSEA in said investigation and should the parties determine that an alternate medical plan is available, and is mutually changed, the parties shall equally share in any cost savings the adopted alternative plan may realize.

9. 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 One Thousand Eight-Hundred (\$1,800.00) Dollars per contract year. Effective July 1, 2006 this amount shall increase to Two-thousand dollars (\$2,000.00) .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 anytime 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.

10. 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 the clerical employee's TPCA and SCT insurance plan premium while she 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.

11. Medical Reimbursement Accounts

Effective April 1, 2006 and annually thereafter, the district shall contribute the necessary funds for a Medical Reimbursement Account (MRA) for each unit employee to utilize during the plan year:

- a. 2005-2006, this account shall become effective April 1, 2006 and be credited with \$100.
- b. 2006-2007, this account shall become effective October 1, 2006 and be credited with \$200.
- c. 2007-2008, this account shall become effective April 1, 2007 and be credited with \$200.
- d. 2008-2009, this account shall become effective April 1, 2006 and be credited with \$200.

Medical reimbursement accounts roll over from year to year until it reaches \$750 then it is capped at that amount. If the account falls below \$750, then the District will replenish the MRA up to \$750. Employees will be allowed to receive reimbursement from their MRA for covered out-of-pocket medical expenses, pursuant to the plans limitations.

Article XIII. Hourly Employees

Hourly employees shall include any clerical employee whose regular working hours consist of four (4) hours or more per day, but less than the regular 7.5 hour work day or less than twelve months per year.

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

Ten (10) month employees may choose an hourly salary or annualized salary with 22

pays. An employee must notify the payroll department in writing of their preference by June 15th.

Effective July 1, 2001, Elementary Attendance Clerks shall have one (1) hour per day added to their normal work day, bringing their work day to five (5) hours.

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 five (5) 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 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 prehire information or prepared in preparation for the Arbitration.

Article XV. 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.

Article XVI. Duration of Agreement

The duration of this agreement shall be for a period of four(4) years, to commence July 1, 2005 and to end June 30, 2009.

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 or Collective Bargaining 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 _____
Superintendent of Schools Date

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

By _____
Unit President Date

CSEA, INC. Local 1000 AFSCME AFL-CIO

By _____
Labor Relations Specialist Date

NOTE: Appendix "A" CSEA Clerical Workshop Approval Form
To be added after this page

NOTES:

