

SALARY AND BENEFIT PACKAGE

MANAGEMENT CONFIDENTIAL EMPLOYEES

BURNT HILLS-BALLSTON LAKE CENTRAL SCHOOL DISTRICT

SCHOOL YEAR

2016-2017

THE FOLLOWING CONTRACT WILL REMAIN IN EFFECT UNTIL JUNE 30, 2017. THE FOLLOWING POSITIONS WILL BE COVERED BY THIS CONTRACT:

1. SENIOR ACCOUNT CLERK (2) (Business Office Supervisor)
2. PAYROLL AUDIT CLERK (Business Office Supervisor)
3. PRINCIPAL CLERK (Director of Human Resources)
4. PRINCIPAL CLERK (Business Office Supervisor)
5. PRINCIPAL CLERK (Assistant Superintendent for curriculum/Instruction)
6. EXECUTIVE SECRETARY 1 (Director of Special Services)
7. EXECUTIVE SECRETARY 2 (Assistant Superintendent for Support Services)
8. SUPERINTENDENT'S SECRETARY (Superintendent)
9. TECHNOLOGY INTEGRATION SPECIALIST (2) (Technology Operations Manager)

In addition, any new support positions in the District Office will be covered by this agreement.

LEAVE TIME

A. Sick Time

1. At the start of each fiscal year, full-time twelve (12) month confidential employees will be entitled to twenty (20) days of sick leave per year.
2. Unused sick days will accumulate on an unlimited basis.

B. Confidential employees who exhaust all of their sick leave may apply to the Sick Bank as defined in the CSEA contract Article 4, Section 19 for additional sick leave. The confidential employee shall provide any such information deemed necessary by the provisions of the section

C. Personal Time

1. Each confidential employee shall be allowed three (3) days of personal leave each school year without the loss of pay for the purpose of transacting or attending to personal or legal business which cannot be conducted after regular working hours. (ex. closing of house, doctors appointments, etc.) Personal leave at the end of any school year shall be added to the employee's sick and bereavement accumulation.

D. Family Illness Time

1. Confidential employees shall be allowed ten (10) family illness days each school year from their accumulated sick time without the loss of pay.

E. Bereavement Time

1. Confidential employees shall be entitled to (4) days per occurrence from their accumulated sick time at full pay for bereavement purposes. Leave taken under this section shall be for bereavement involving the following whether by blood relationship or by marriage: grandparent(s), parent(s), sister(s), brother(s), aunt(s), uncle(s), spouse, stepchildren, children and any other person residing at the domicile of the confidential employee.

F. Jury Duty

1. During the normal work year an employee called for jury duty shall be compensated at their regular pay rate for any days served on a jury or

related activities. A copy of the jury summons and daily attendance forms must be submitted to the Human Resource Office.

- G. Time taken under the Breast and Prostate Cancer Screening legislation will not affect perfect attendance or eligibility to receive the Attendance Incentive.
- H. The District shall pay an attendance incentive of \$150.00 by the first payroll date in October of the following school year for all twelve month employees covered by this Agreement who completed the previous year without using any leaves under Sections A, C, D or E of this Article.

LEAVE OF ABSENCE

A. Maternity Leave

- 1. The District will treat any absence caused by maternity as a disability leave to the extent it is approved by the employee's personal physician. Employees may use their accumulated sick leave.

B. Unpaid Leave for Extended Illness

- 1. Upon application to the Human Resource Director and upon medical verification, the employee may be entitled to an unpaid leave of absence for the period of disability up to a maximum period of two (2) calendar years.
- 2. During the period of the leave of absence seniority and benefits will not accrue.
- 3. The health insurance may be continued at the employee's expense.
- 4. The leave will conclude either after two (2) calendar years or upon certification by a physician that the employee is capable of resuming his/her full duties.

C. Other Unpaid Leaves

1. Upon application to the Human Resource Director and at the sole discretion of the Superintendent, employees may be entitled to an unpaid leave of absence for up to a maximum of one (1) calendar year for personal reasons.
2. During the period of the leave of absence seniority and benefits will not accrue.
3. The health insurance may be continued at the employee's expense.

D. Child Rearing Leave

1. Following the birth of a child or taking custody of a child through adoption and upon application to the Human Resource Director, employees will be granted an unpaid leave of absence for the purpose of child rearing for up to a maximum of two (2) calendar years.
2. During the period of the leave of absence seniority and benefits will not accrue.
3. The health insurance may be continued at the employee's expense.

VACATION

- A. Employees hired as Management Confidential from the BH-BL CSEA will receive full credit for all vacation days earned in the prior year. These days, up to a maximum of 25, will be banked and paid to the employee upon their separation from the district at the current daily rate of the employee. Any other accrued days can be rolled forward into the upcoming school year up to a maximum of 10 days.
- B. Effective July 1 all Management Confidential employees will receive a full allotment of vacation days for the upcoming school year. Each Management Confidential will receive a base vacation allotment of 10 days. Each Management Confidential employee who has completed four (4) years of service

to the district by June 30 of a given school year of the contract shall be entitled to the following total vacation days:

4 years -- 11 days
5 years -- 12 days
6 years -- 13 days
7 years -- 14 days
8 years -- 15 days
9 years -- 16 days
10 years -- 17 days
11 years -- 18 days
12 years -- 19 days
13 years -- 20 days

Furthermore, employees who have completed twenty (20) or more years of district service shall receive paid vacation as follows:

20 years -- 21 days
21 years -- 22 days
22 years -- 23 days
23 years -- 24 days
24 years -- 25 days

In addition to the above, employees may accumulate unused vacation credit to a maximum of ten (10) days to be used within the following fiscal year.

- C. If a holiday(s) falls within the vacation period of an employee(s), the vacation period of such employee(s) shall be extended by the holiday(s) falling within the vacation period of such employee(s).
- D. Upon death, retirement or other type of separation from service, the employee, the employee's beneficiary, or estate shall be paid for all unused vacation days earned in a previous school year as well as any earned unused vacation which the

employee carried over from the fiscal year in which it could have been used. In addition, vacation earned in the school year in which one of the above events occurs shall be pro-rated in accordance with the number of months worked by the affected employee and shall be added to the employee's vacation credits which were not used.

The employee, the employee's beneficiary, or estate shall be paid for the vacation time at the employee's current daily rate of pay when the death, retirement or other type of separation of service takes place.

- E. If a death occurs in the immediate family of an employee while such employee is on vacation, the employee shall be allowed to use bereavement leave and have vacation leave credited with the number of bereavement leave days used, provided the employee notifies the supervisor of the bereavement within one (1) day of returning to work. In the above instance, the employee(s) shall be allowed to reschedule their vacation.
- F. Each employee must consult with his/her immediate supervisor in scheduling any vacation entitlement, in order to insure that services will continue in a timely manner and that unwarranted burdens are not imposed on other employees.

HOLIDAYS

- A. All full-time 12-month confidential employees shall be allowed fifteen (15) paid holidays in accordance with the employee calendar adopted by the BHBL school district.
- B. Each employee covered under this agreement except those whose presence is required to provide student services or as requested by a supervisor shall be allowed to leave the work location (1) hour early on the workday before a holiday without loss of pay or benefits.

WORK SCHEDULES

- A. The work schedule for confidential employees will be seven and a half (7.5) hours

per day. All confidential employees will work one hour less before a holiday without loss of pay or benefits.

- B. Exceptions to the work schedules may be worked out with immediate supervisors. (ex. If you need one hour off, you will have one week to make the one hour up.)

OVERTIME

- A. Any confidential employee working between thirty-five and forty (35-40) hours will receive regular pay. Anything over forty (40) hours will be at time and one half.

RETIREMENT

- A. All eligible Tier I and Tier II employees shall be members of the New York State Employees Retirement System Plan 75I, Improved Non-Contributory Plan. Employees will be covered under, Tier III, Tier IV, Tier V and Tier VI pursuant to law.
- B. The District shall provide the guaranteed minimum death benefit, known as the 60-b Plan.
- C. The District shall continue to provide option 41-j of the Retirement Law. This plan provides that employees may apply up to 165 days of accumulated unused sick leave credits which an employee has at the time of retirement, towards super additional service credit.
- D. For Tier 6 ERS members, the number of unused, unpaid sick leave days that can be credited at retirement has been reduced from 165 days to 100 days. For certain Tier 6 members, if a collective bargaining agreement was in effect on April 1, 2012, and the CBA contains language regarding sick leave credit at retirement, members who join while the CBA is in effect can be credited up to 165 days. Members who join after the contract has expired will be credited with 100 days.
- E. The District will provide a retirement payment to members of the bargaining unit, who have earned a minimum of 10 years' service credit as defined by a New York

State retirement system or by Board of Education Policy 4360 in a permanent position and who are employed in full or part time service at the time of retirement. Effective 12/15/13 this retirement payment will be in the amount of (4.5%) of the person's final year's salary plus \$50.00 for each day beyond 101 and up to 250 days, and \$90 for each remaining day beyond 250 (2003-04 and thereafter). Employees who opt to apply more than 100 days to the 41j benefit will receive the per diem bonus (\$50 or \$90) only for those days remaining in their accumulated sick and bereavement leave after the 41j deduction has been applied. Final year's salary is defined as the final 10 months of employment for 10 month employees and the final 12 months of employment for 12 month employees and will be based on actual wages for the final twelve (12) months of paid employment. To receive this increment a person who retires, must submit a written statement of resignation to the Superintendent of Schools 60 calendar days prior to the effective retirement date. The retirement increment is to be paid within the 30 calendar days after the effective date of retirement. All staff whose effective date of employment is after July 1, 2006 will be required to have completed 10 (ten) years of service in the district to be eligible for the retirement payment.

For staff covered in this agreement who are required to maintain certification through the State Education Department and who are in the New York State Teacher's Retirement System, in lieu of the 101 days subject to 41j as described above, in addition to the retirement payment of 4.5%, a per diem of \$30 per day for each day up to 101 days in his/her sick and bereavement leave will be paid. Additional days beyond 101 will be paid as set forth in Article 5, Section 2, D.

Employees who meet the requirements set forth above will be required to choose between a lump sum payout, and the conversion of unused sick leave to be established in an account equal to the lump sum payout. This account will be used by the district to pay the difference between the retired employee's total insurance premium and the percentage of the premium paid by the District for the retiree's health insurance. These monies will continue to be used for health insurance premiums until they are completely exhausted. This decision is irrevocable.

All notification requirements set forth above must be met to receive this benefit.

- F. The District will offer a flexible benefits plan as permitted by Section 125 of the Internal Revenue Code, effective January 1, 1993. The plan will permit salary deductions for the employee share of health insurance costs prior to taking deductions for FICA and state and federal income tax.

Effective January 1, 1998, the district will expand the present Section 125 plan to permit salary deductions for dependent care. The plan will require a minimum annual dependent care contribution of \$1,000.

- G. Management Confidential Employees that submit an irrevocable letter of retirement by December 1, 2016 with a retirement date between March 1, 2017 and June 30, 2017 will be paid a retirement incentive of \$8,000 during the month of July 2017.

HEALTH INSURANCE

- A. Confidential Employees who are employees who work 20 hours or more (30 hours or more with a hire date of 1/1/15 or later) of BHBL and who participate in the Health/Dental Insurance programs will contribute the following for health insurance:

Single Membership	10%
2Person/Family Membership	20%
Retired Membership	50%

- B. Confidential Employees, shall be entitled to the following benefit: In the event of the death of the employee or retiree, the spouse may continue with the program. The spouse shall be responsible to pay the same employee contribution that would have been paid by the active employee or retiree.

LONGEVITY PAYMENTS

- A. All employees who have completed ten (10) full years of regular service shall be granted a longevity increment 4% of their current highest salary rate not including longevity.
- B. All employees who have completed fifteen (15) full years of regular service shall be granted a longevity increment of 4% of their current highest salary rate.
- C. All employees who have completed twenty (20) full years of regular service shall be granted a longevity increment of 4% of their current highest salary rate.
- D. All employees who have completed twenty (25) full years of regular service shall be granted a longevity increment of 4% of their current highest salary rate.
- E. Longevity payments shall take effect during the pay period in which the employee becomes eligible and shall be prorated for the remainder of the fiscal year.
- F. Unpaid leave or other unpaid interruption of service shall not be used to accumulate such service.
- G. Employees who have breaks in service due to termination, resignation or retirement for a period of more than one year will not receive credit toward prior service and will start over for purposes of salary, seniority and longevity. Employees who are rehired within one year will maintain salary level, seniority and longevity credit at the level at which they left.

MILEAGE

- A. Mileage will be reimbursed at the rate approved by the Board of Education.

CREDIT HOUR REIMBURSEMENT

- A. Management Confidential Employees may request to be reimbursed for graduate courses with prior approval by the Superintendent of Schools.
- B. Such reimbursement will be limited to the current S.U.N.Y. Albany graduate (non-MBA) program rate. Reimbursement shall be paid upon the successful completion of the course as verified through semester grade reports.

- C. Management Confidential employees that separate from service with Burnt Hills Ballston Lake Central School District earlier than three (3) years after receiving reimbursement from the district shall be required to pay the district an amount equal to the amount of such reimbursement.

SALARY COMPUTATION

Technology Integration Specialist (Steinberg)	\$46,485	
Technology Integration Specialist (Carlton)	\$41,320	
Senior Account Clerk (Burnett)	\$44,419	
Senior Account Clerk (T. Townsend)	\$44,419	
Payroll Audit Clerk (Pease)	\$69,771	
Principal Clerk (J. Townsend)	\$63,183	
Principal Clerk (Bushman)	\$48,551	
Principal Clerk (Salvatore)	\$48,551	
Executive Secretary 1 (Hebert)	\$49,560	
Executive Secretary 1 (Petersen)	\$52,584	
Superintendent's Secretary (Martini)	\$76,451	
Payroll Audit Clerk (Gogis)	\$43,000	Pro-rated

This agreement shall be in effect on July 1, 2016 and will remain in effect until June 30, 2017.



Patrick McGrath, Superintendent