

# Contract



## Director of Human Resources

BURNT HILLS - BALLSTON LAKE CENTRAL  
SCHOOL DISTRICT

2021-2023

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## **IDENTIFICATION OF PARTIES**

**THIS AGREEMENT**, made this \_\_\_\_ day of June 2021, by and between **THE BOARD OF EDUCATION OF THE BURNT HILLS-BALLSTON LAKE CENTRAL SCHOOL DISTRICT** (hereafter “Board”), and **MICHAEL G. NICKSON**, Director of Human Resources (hereafter “Nickson”).

On June 26, 2017, and upon the recommendation of the Superintendent of Schools, Nickson was appointed to the position of Director of Human Resources.

## **ARTICLE I - RESPONSIBILITIES**

### **Section 1 Responsibilities of the Director of Human Resources**

The Director of Human Resources covered by this agreement shall manage the District’s personnel data, labor relations, negotiations and general employment matters under the supervision and direction of the Superintendent of Schools. The Director shall oversee all aspects of the District Benefit plans, including its Workers’ Compensation plan. Direct supervision is exercised over subordinate staff. Does related work as directed by the Superintendent of Schools.

### **Section 2 Amendments to Responsibilities**

Any changes to the job description referenced herein will be discussed with Nickson and the Superintendent of Schools prior to implementation.

## **ARTICLE II - WORK YEAR AND LEAVE TIME**

### **Section 1 Work Year**

The work year for Nickson shall be 245 days per school year.

### **Section 2 Leave Time**

Nickson shall annually be credited on July 1 with thirty (30) non-cumulative leave days (Flex Days) to be used for vacation, sick, personal and/or bereavement purposes. Upon request of Nickson and the Superintendent's approval, Nickson may defer up to ten (10) unused leave days to the next succeeding school year.

## **ARTICLE III - SALARY AND BENEFIT PROVISIONS**

### **Section 1 Salary**

Nickson's salary will be \$104,719 for the 2021-2022 school year. The salary will increase to \$108,175 (3.3% increase) for the 2022-2023 school year.

### **Section 2 Flexible Benefits Plan**

The District offers a flexible benefits plan as permitted by Section 125 of the Internal Revenue Code. The plan will permit salary deductions for Nickson share of health insurance costs and for dependent care prior to taking deductions for FICA, State and Federal income tax. This plan requires a minimum annual dependent care contribution of \$1,000.00.

### **Section 3 Indemnification**

The District shall provide indemnification to Nickson in accordance with Sections 3811 and 3023 of the New York State Education Law. This indemnification applies while Nickson is performing his duties within the scope of his employment. Pursuant to Section 3811 of the Education Law, Nickson must notify the Board, in writing, of the commencement of any proceeding against him within five (5) calendar days after service of process. Under Section 3023 of the Education Law, Nickson must deliver a copy of a Summons and Complaint, demand or notice to the Board within ten (10) calendar days of the date the document is served on him. Delivery to the Board shall be to the Clerk or Deputy Clerk of the Board.

### **Section 4 Professional Organization Dues**

The District will directly pay for two professional organizations of Nickson's choice. Annual payment will not exceed the sum of \$800.00.

### **Section 5 Coursework Reimbursement**

Nickson is entitled to reimbursement, for coursework approved by the Superintendent of Schools. 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. In the event Nickson should separate from service with Burnt Hills-Ballston Lake Central School District earlier than three (3) years after receiving reimbursement from the district he shall be required to pay the district an amount equal to the amount of such reimbursement.

**Section 6 Life Insurance**

The District agrees to either purchase or reimburse Nickson for a life insurance policy, with the amount of such reimbursement to be no greater than \$1,000.00 per year. Nickson shall submit documentation of such life insurance policy to the District in order to receive such reimbursement.

**Section 7 Long Term Disability Insurance**

The District agrees to reimburse Nickson for a long term disability insurance policy of his choice, with the amount of such reimbursement to be no greater than \$1,500.00 per year. Nickson shall submit documentation of such disability insurance policy to the District in order to receive such reimbursement.

**Section 8 Non-elective 403(b) Payment**

On June 30th of each year covered by this contract, the Board shall make a non-elective tax-deferred annuity payment to the Director of Human Resources tax-deferred annuity account in the amount of \$1,000.

On July 31st, 2019, the Board shall make a one-time non-elective tax-deferred annuity payment to the tax-deferred annuity account of Director of Human Resources in the amount of \$2,400. Said payment shall be considered compensation for the earned but unused sick and personal days that Nickson previously earned as the Director of Human Resources.

**ARTICLE IV - LEAVES OF NECESSITY**

**Section 1 Disability**

During the term of this Agreement or any extension hereto, if Nickson is unable to render the services required of him hereunder by reason of sickness or other disability for a period of time extending beyond Nickson’s leave entitlement described in Article III, Section 2, Nickson shall be granted an extended leave for an additional period of time, with compensation, for up to a total maximum period of six (6) months, which shall include the number of days of eligible leave time herein described.

**Section 2 Definition of Family**

The following will be considered family:

- A. Husband, wife, children and other related members of the employee's immediate household.
- B. Father, mother.
- C. Sister, brother, sister-in-law, brother-in-law.
- D. Grandfather, grandmother, including in-laws.
- E. Father-in-law, mother-in-law.
- F. A person with whom the employee lived for a period of time as part of the household and to whom the employee looked as a parent-in-fact.
- G. Aunt, uncle, step-father, step-mother, son-in-law, daughter-in-law.
- H. Niece and nephew

### **Section 3 Special Family Circumstances**

Under Article II, Section 2 of this Agreement, in situations where death or critical illness in the family of Nickson may occur more than once during a single school year, the Superintendent may grant Nickson an additional four (4) days beyond the leave days specified in such provision.

### **Section 4 Workers' Compensation**

In any Workers' Compensation case there will be no loss of flex days to Nickson, and the Board will pay the difference between the Workers' Compensation payment and Nickson' salary for a time period of up to 12 calendar months.

If Nickson is approved for a Workers' Compensation award, he will be permitted to participate in the health, dental, and prescription drug insurance program of the District (75/25 family, two-person and 90/10 individual) for up to a maximum of 12 months from the beginning date of the award. If Nickson continues on Workers' Compensation beyond twelve (12) months, the District health insurance premium will be shared by Nickson on a 50/50 basis during the remaining time of the Workers' Compensation award.

### **Section 5 Leaves for Legal Business**

A. Temporary leave with full pay will be granted to Nickson if attendance is required at School District related PERB hearings, court hearings, legislative hearings and other non-compensated legal proceedings, providing such requirement is not the result of a violation of Section 210 of the Civil Service Law.

B. In the event Nickson is summoned for jury duty and a request by Nickson to be excused from such jury duty is denied, the District will pay Nickson' daily salary during the term of the jury duty service.

### **Section 6 Family Care Leave**

A. A leave of absence for family care will be granted up to a total of two (2) school years. Requests for leave should indicate that the termination of the leave period will occur at either the reporting period closest to the middle of the school year or at the end of the school year. The Board may consider a subsequent request made by Nickson to return to employment prior to the originally approved termination date, provided there is a vacancy for which the professional is qualified.

B. Request for such leave should be made at least 60 days before the date that the requested leave is to begin. The Board may allow, under emergency circumstances, a shorter notice period.

C. A family care leave will be subject to all provisions of the Family and Medical Leave Act of 1993, as amended.

**Section 7 Notice of Return from Leave**

A scheduled leave return to occur at the beginning of the school year must be communicated to the Personnel Office, in writing, by April 1 preceding the July return date. A scheduled return at the beginning of the school year second semester must include notification to the Personnel Office, in writing, by November 15 preceding the return date regarding the intention to return.

**Section 8 Leaves of Absence**

Unpaid leave for up to two (2) years may be granted in compliance with Board policy. A written request by Nickson is required at least four (4) months prior to the beginning of such leave.

**ARTICLE V - HEALTH INSURANCE**

A. The School District will provide the following health insurance coverage during the life of this agreement:

- i. Hospitalization, doctor and major medical insurance better than or equal to the BlueShield 815 PPO plan in effect during the 2018-2019 school year.
- ii. Dental insurance coverage including x-ray, preventative, restorative, prosthetic, and orthodontic services better than or equal to the attached Delta Dental Plan (Appendix B).

The School District's contribution toward Nickson' premium for both hospitalization and dental coverages will be:

- Single membership - 90%
- Family or two-person membership - 75%
- Retired membership - 50% of individual, 2 person or family premium

Nickson shall have completed eight (8) years of service to the District to be eligible for the health insurance retirement benefit and must retire from the district by collecting his pension from the NYS Teachers' Retirement System.

B. Nickson shall have the option to buy out of health insurance coverage as long as he and/or his family continue to obtain health insurance coverage elsewhere. The buyout conditions will be as follows:

- i. For opting out of the family or individual health insurance plans of the District, the District agrees to share the premium savings on the portion of the insurance plan that the District would otherwise be obligated to pay, in an amount equal to 35% of the District's share of the family premium of the health insurance plan known as Blue Shield 815 Plan. This payment will be made to Nickson during the month of June for each of the two (2) years of this Agreement.
- ii. Nickson may rejoin the District health insurance program, with no waiting period, and with no policy exclusion based on pre-existing conditions, in the event any of the following shall occur:

1. Death of Nickson' spouse.
2. Divorce from Nickson' spouse (if she is providing the family health insurance).
3. Loss of Nickson' spouse's coverage for any other reason.

In the event that Nickson elects to rejoin the program at any other time, he will be limited to rejoining the District's plan during the window periods as determined by the Plan Administrator.

- iii. Nothing in this provision shall preclude Nickson from rejoining the District's health insurance program and continuing such health insurance benefits into retirement in the same manner as if Nickson had maintained active status in the District health insurance plan for the period in which he elected to opt out of coverage.

## **ARTICLE VI - GRIEVANCE PROCEDURE**

### **A. Purpose:**

It is the desired objective of the parties to encourage the prompt and informal resolution of employee complaints as they arise, and to provide recourse to orderly procedure for the satisfaction of grievances.

### **B. Definitions:**

1. A "grievance" shall mean any claim by a member of the negotiating unit of a violation, misinterpretation or inequitable application of the terms of this agreement, or any policy or administrative regulation of the Board.

"Policy" or "administrative regulation" means those Board-adopted policies or regulations that appear in the Board Policy Book.

2. "Days" shall mean school days as designated on the current school calendar.

### **C. Procedure:**

#### **Level I**

A grievance will first be discussed with the Superintendent with the objective of resolving the matter informally, at which time the aggrieved person may:

1. Discuss the grievance personally, or
2. Request an Assistant Superintendent to accompany her/him, or,
3. If the grievance is not resolved informally, the grievant shall present a written statement of grievance and the relief desired to the Superintendent.

Failure to present a written statement of grievance within thirty (30) days after the occurrence of the claimed grievable event, shall result in a waiver of all rights involved.

Within ten (10) days of the presentation day of the written statement of grievance the Superintendent shall make a decision and communicate the decision and reasons therefore in writing to the employee presenting the grievance.

Only grievances which involve the interpretation of, or application of, or compliance with, specific provisions of this agreement may be pursued beyond Level 1 of this grievance procedure.

### **Level 2**

If the aggrieved employee is not satisfied with the decision arrived at under Level 1, and the alleged grievance claims a violation, misinterpretation or inequitable application of the terms of this agreement, he/she may within twenty (20) days file with the Superintendent an appeal in writing, on forms supplied by the district, requesting his/her grievance be submitted to the Board of Education. Such request shall include, among other things, specification of what section of this agreement has been violated, a statement of why the determination on Level 1 was unsatisfactory, and the relief that the grieving party desires.

The Superintendent of Schools shall within ten (10) days after receipt of the appeal arrange for a hearing of the grievance by the members of the Board of Education. The President of the Board of Education, or a designee, will act as the hearing officer. The members of the Board shall meet with the employee, the Superintendent of Schools, and any other parties directly involved in the grievance in question. All hearings held shall be in closed sessions. Such hearing shall be an attempt to resolve the grievance. Within ten (10) days after such a hearing the President of the Board of Education, or a designee, shall make a decision in writing regarding the grievance and set forth the reason for such a conclusion. A copy of such decision shall be given to the employee and the Superintendent of Schools. The decision shall be final and binding on all the parties.

### **Level 3**

If the grievance is unresolved at Level 2 within thirty (30) calendar days, the aggrieved administrator may exercise the option to request binding arbitration by filing a demand with the Public Employees Relations Board (PERB) in accordance with such Board's rules and procedures. The cost of such arbitration shall be shared equally between the Board of Education and the aggrieved administrator. The arbiter's decision shall be confined solely to the language and terms of this agreement. The decision of the arbiter within the scope of his authority shall be final and binding upon all parties.

## **ARTICLE VII – RIGHTS OF THE DIRECTOR**

The terms and conditions as set forth in this Agreement will continue beyond the termination date as set forth in Article IX - Duration. In the event the parties have not entered into a successor Agreement, the salary provisions as set forth in Article III will be continued until such time as a successor Agreement is signed by the parties.

## **ARTICLE VIII - RETIREMENT INCREMENT**

A retiring Director of Human Resources with ten years of service to the Burnt Hills-Ballston Lake Central School District shall receive a retirement termination increment of \$12,500. This payment shall be made at the time of retirement. To receive this increment and benefit, an administrator must submit a resignation for retirement purposes, in writing, to the Superintendent of Schools by January 1 in the year the administrator intends to retire. In addition, this written resignation must be received at least six (6)

months prior to the effective date of retirement, which must occur by no later than June 30 of the retirement year. Any other arrangement must be mutually agreed upon between the retiring administrator and the Superintendent. The termination increment will be deposited into a 403b account for the retiring administrator within 60 days following the date of retirement.

#### **ARTICLE IX - DURATION**

This contract shall be in effect for the period July 1, 2021 through June 30, 203. Negotiations for a successor contract shall commence no later than February 1, 2023. Upon a request by either party for a meeting to open negotiations, a mutually acceptable date shall be set not more than 15 days following such a request.

#### **ARTICLE X - LEGALITY OF THE AGREEMENT**

In the event any portion or portions of this Agreement shall be found to be unlawful, only those portions so found shall be null and void and the remainder of the contract shall remain in full force and effect.

#### **ARTICLE XI - TOTALITY OF THE AGREEMENT**

This document constitutes the entire agreement between the parties regarding the terms and conditions of employment of Michael G. Nickson with the Burnt Hills-Ballston Lake Central School District.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and date first above written.

BURNT HILLS-BALLSTON LAKE CENTRAL SCHOOLS

BY: \_\_\_\_\_  
Patrick M. McGrath Jr., Superintendent of Schools

Director of Human Resources

BY: \_\_\_\_\_  
Michael G. Nickson, Director of Human Resources

WITNESS:

BURNT HILLS-BALLSTON LAKE CENTRAL SCHOOLS  
BOARD OF EDUCATION

BY: \_\_\_\_\_  
Don Marshall ~~John Blowers~~, Board President