

SALARY AND BENEFIT PACKAGE

MANAGEMENT CONFIDENTIAL EMPLOYEES

BURNT HILLS-BALLSTON LAKE CENTRAL SCHOOL DISTRICT

SCHOOL YEAR

2021-2022

THE FOLLOWING TERMS AND CONDITIONS OF EMPLOYMENT WILL REMAIN IN EFFECT UNTIL JUNE 30, 2022 UNLESS OTHERWISE MODIFIED BY THE BOARD OF EDUCATION. THE FOLLOWING POSITIONS WILL BE COVERED BY THESE TERMS AND CONDITIONS OF EMPLOYMENT:

1. SUPERINTENDENT'S SECRETARY (Superintendent)
2. EXECUTIVE SECRETARY II (Assistant Superintendent for Curriculum and Instruction and Human Resources)
3. EXECUTIVE SECRETARY II (Assistant Superintendent for Support Services)
4. PART-TIME EXECUTIVE SECRETARY II (Human Resources)
5. EXECUTIVE SECRETARY II (Special Services)
6. PAYROLL AUDIT CLERK (Business Office Supervisor)
7. SENIOR ACCOUNT CLERK (Business Office Supervisor)
8. PRINCIPAL CLERK (Business Office Supervisor)
9. ACCOUNT CLERK TYPIST (Business Office Supervisor)
10. EXECUTIVE SECRETARY I (Director of Special Services)
11. EXECUTIVE SECRETARY I (Director of Special Services)

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

## LEAVE TIME

### A. Sick Time

1. At the start of each fiscal year, full-time and part-time twelve (12) month confidential employees will be entitled to twenty (20) days of sick leave per year. Part-time employees shall have their days calculated in hours by multiplying the number of days by the appointed daily hours.
2. Unused sick days will accumulate on an unlimited basis.

### B. Personal Time

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. Part-time employees shall have their days calculated in hours by multiplying the number of days by the appointed daily hours.

### C. Family Illness Time

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

### D. Bereavement Time

Confidential employees shall be entitled to (4) days per occurrence from their accumulated sick time at full pay for bereavement purposes. Requests to utilize bereavement leave must be approved by the employee's immediate supervisor.

### E. Jury Duty

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.

- F. Time taken under the Breast and Prostate Cancer Screening legislation will not affect perfect attendance or eligibility to receive the Attendance Incentive.
- G. 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
  - 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. The authority to approve leave requests rests solely with the Board of Education.
  - 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. The authority to approve leave requests rests solely with the Board of Education.
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 may be granted an unpaid leave of absence for the purpose of child rearing for up to a maximum of two (2) calendar years. The authority to approve leave requests rests solely with the Board of Education.
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  
14 years -- 21 days  
15 years -- 22 days

16 years -- 23 days

17 years -- 24 days

18 years -- 25 days

In addition to the above, employees may accumulate unused vacation credit to a maximum of fifteen (15) days to be used within the following fiscal year.

Part-time employees shall have their days calculated in hours by multiplying the number of days by the appointed daily hours.

- 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 ensure 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 the Fourth of July and Labor Day holidays 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, with a thirty (30) minute unpaid lunch and two paid fifteen (15) minute breaks.
- 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.)
- C. During the summer months, employees covered by this document may be offered summer hours by their immediate supervisor. Summer hours shall consist of seven and a half (7.5) hours per day, with a thirty (30) minute unpaid lunch but no paid fifteen (15) minute breaks. However the employee shall be permitted to end

their work day two (2) hours earlier on the final day of each workweek in the summer.

- D. On Emergency Closing Days, employees shall not be required to report to work and there is no need to charge accruals to cover the day. However, employees should be available by phone or email to assist their immediate supervisors.
- E. On Emergency Delay Days, employees shall be expected to adjust their start time to coincide with the length of the delay without charge to their accruals.

#### OVERTIME

- A. Full-time employees covered by this document shall be considered exempt employees in accordance with the Fair Labor Standards Act. As such, full-time employees are not eligible for extra-time or overtime.
- B. Part-time employees working fewer than 30 hours will receive overtime pay for any hours worked in a week beyond 40. All other hours will be compensated at the employee's regular rate of pay.

#### 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. For retiring management confidential employees with ten years of Burnt Hills service and who are eligible for New York State Retirement and who have submitted a letter of resignation to the Superintendent of Schools for the purposes of retirement, an account will be established and used by the District to pay the difference between the retired employee's total health insurance premium and the percentage of premium paid by the District for the retiree's health insurance.

The total amount used to fund this account will equal \$50 per day for accrued sick leave beyond 101 and up to 250, and \$90 day per day for accrued sick leave beyond 250.

Employees who meet the requirements set forth above, and participate in the district's health insurance program, will be required to have these funds established in an account that will be used by the District to pay the difference between the retired employee's total insurance premium and the percentage of 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 expended. The effective date of retirement will be used for determining the total number of accumulated unused sick leave days. In the event of the death of a retired employee, all funds credited to the retired employee's account will be applied toward the purchase of health insurance for the surviving spouse and/or eligible dependent(s) of said employee choosing to remain in the program. In the

event of the death of a retired employee without a surviving spouse and/or eligible dependent(s), unexpended retiree health insurance payment monies will be retained by the District.

If an employee does not participate in the district's health insurance program, the funds from the employee's unused sick leave accruals must be deposited as a non-elective employer contribution into a 403(b) account upon retirement. This decision is irrevocable.

In addition, each retiring management confidential employee who meets the eligibility criteria stated in the preceding paragraphs and who provides at least six months notice of retirement with a retirement date of June 30th, will receive a retirement termination increment equal to \$7,500. This stipend shall be paid to the employee upon retirement. For the 2021-2022 school year, a management confidential employee who submitted their resignation for the purposes of retirement by February 1st of 2021 but whose retirement date is between July 1, 2021 and August 31, 2021, the employee shall still be eligible to receive the \$7,500 retirement termination increment.

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.

## HEALTH INSURANCE

- A. Confidential Employees hired by the district prior to 7/1/20 and who work 30 hours or more 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%

Confidential Employees newly hired on or after 7/1/20 and who work 30 hours or more and who participate in the Health/Dental Insurance programs will contribute the following for health insurance:

Single Membership	25%
2Person/Family Membership	25%
Retired Membership	50%

Effective July 1, 2108, the District's contribution towards the Blue Shield 907 Plan shall be equivalent to its contribution to the Blue Shield 815 Plan. In the event an employee wishes to maintain coverage with the Blue Shield 907 Plan, the employee will be responsible for the full difference between the premium of the Blue Shield 907 Plan and the district's contribution to the Blue Shield 815 Plan.

- 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.
- C. An Employee that is eligible for health insurance but declines coverage and provides proof of insurance through a spouse or other outside carrier will be entitled to a \$2,500 health insurance buyout payable at the end of the year that

health insurance coverage was declined.

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.

DIRECT DEPOSIT

- A. Effective July 1, 2020 all employees covered by this document shall have their paychecks directly deposited into a bank account of the employee's choosing.

SALARY COMPUTATION

Superintendent's Secretary (Salvatore)	\$74,509
Executive Secretary II (DeLuca)	\$58,881
Executive Secretary II (Paniccia)	\$32,119
Executive Secretary II (Foster)	\$52,168(effective 7/3/21)
Executive Secretary II (Patrick)	\$39,667
Payroll Audit Clerk (Gogis)	\$51,511

Senior Account Clerk (Townsend)	\$53,210
Principal Clerk (Bushman)	\$60,487
Account Clerk Typist (Manson)	\$49,769
Executive Secretary I (Hebert)	\$59,639
Executive Secretary I (Drozinski)	\$46,640

These terms and conditions of employment shall be in effect on July 1, 2021 and will remain in effect until June 30, 2022 unless modified by the Board of Education.

Patrick McGrath, Superintendent \_\_\_\_\_

April Bushman

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Mary Ann DeLuca \_\_\_\_

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Dana Drozinski

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Amanda Gogis\_\_\_\_\_

\_\_\_\_\_  
Barbara Hebert\_\_\_\_\_

\_\_\_\_\_  
Rebecca Manson

\_\_\_\_\_  
Kristen Pannicia

\_\_\_\_\_  
Dorothy Salavatore

\_\_\_\_\_  
Tammy Townsend