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Contract Database Metadata Elements

Title: **Baldwinsville Central School District and Non-Instructional Supervisors (NIS) (2004)**

Employer Name: **Baldwinsville Central School District**

Union: **Non-Instructional Supervisors (NIS)**

Local:

Effective Date: **07/01/04**

Expiration Date: **06/30/05**

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TERMS AND CONDITIONS – NON-INSTRUCTIONAL SUPERVISORS (NIS)

7/1/04 - 6/30/05

I. Title

- Superintendent of Buildings and Grounds (12-Month)
- School Lunch Director (12-Month)
- Nurse Practitioner (10-Month)
- School Transportation Supervisor (12-Month)

II. Salary

- A. Salary for each position shall be as stated in the annual salary agreement.
- B. Salary Payment:
The District will pay each NIS a salary which will be divided into equal payments (26 for 12-month; 22 for 10-month) for each fiscal year in accordance with the applicable year's pay calendar.
- C. Work Days / Workload Per year
The minimum workday will be eight (8) continuous hours inclusive of a 30-minute lunch break
- D. Self improvement and in-service course work shall be factors in determining the annual salary for each position and included as a component of the annual evaluation.

III. Benefits and Other Considerations

- A. Health Insurance
The District shall participate in Health Insurance premium costs by contributing 95% of the premium for all enrolled NIS participants regardless of the category of coverage elected.
- B. Retirement Benefits
For all employees who become eligible to retire without penalty under TRS or the ERS, a NIS shall be entitled to make a choice from the following options:
 1. Cash payment computed at \$30/day for each day of unused accumulative sick leave, or
 2. Payment by the District toward the cost of health insurance at 95% of the premium cost for a period of ten years.
- C. Dental Insurance
The District shall participate in Dental Insurance premium costs up to \$200 for single coverage and \$400 for family coverage for each enrolled and participating NIS.
- D. Sick Leave
 1. Twelve-month NIS shall be allowed fifteen (15) days of sick leave each year, and ten-month NIS shall be allowed thirteen (13) days of sick leave each year, with any of the days not used accumulated without limit.
 2. NIS will be allowed thirty (30) days of absence each year at half pay to be used when accumulated sick leave is exhausted. Ten of these days, not used annually, may be accumulated to a total of 120 days. This accumulation will be exempt from the option under III B.

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E. Family Illness Leave

Each NIS shall be entitled to two (2) days of family sick leave for his immediate family per school year on a non-cumulative basis.

F. Personal Leave

Each NIS shall be entitled to four (4) days of personal leave per school year for personal business, which can only be attended to during the normal working hours. Any of the four (4) days unused, at the end of the school year, may be accumulated to personal sick leave.

G. Bereavement Leave

1. Each NIS shall be provided three (3) days of leave with full pay for each death of a member of his/her immediate family or one who stands in locus parentis, father, mother, son or daughter, in-laws. Such leave is non-cumulative.
2. Each NIS shall be allowed up to one (1) day of leave to attend the funeral of other relatives and spouse's relatives.
3. In unusual circumstances, extensions to the above may be granted by the Superintendent or his/her designee, but such extensions will be deducted from the NIS' accumulated sick leave.

H. Emergency Leave

When unusual emergency-type leaves with extenuating circumstances are required, it shall be discretionary with the Superintendent of Schools to approve absence without loss of pay for such emergency days (not to exceed five (5) days) as required upon written petition from the employee. (All other applicable fringe benefit days should first be exhausted.)

I. Jury Duty

Each NIS required to serve on Jury Duty shall be granted leave with pay for the time necessary to perform Jury Duty.

J. Leaves of Absence

1. Upon application from a NIS with permanent Civil Service status, the District may grant a leave of absence without pay for such times as it determines. The application for said leave with reason for the request shall be made to the Board through the Superintendent of Schools or his/her designee.
2. Parental Leave of Absence without pay for childbearing and/or rearing shall be granted for a period of time not to exceed two (2) years. The NIS shall give reasonable notice to the Superintendent or his designee that said leave is to be requested.

K. Vacation Days

1. Each full time, twelve-month NIS with less than five (5) years of service with the district shall be eligible for fifteen (15) days of paid vacation leave to be taken on a schedule approved by the Superintendent or his/her designee.
2. Eighteen (18) paid vacation leave days will be provided for each full time, twelve-month NIS with five (5) years of service with the district.
3. Twenty (20) paid vacation leave days will be provided for each full-time, twelve-month NIS with ten (10) years of service with the district.
4. Vacation leave may be taken in the current year of accrual or the year following accrual, but may not be carried over longer than August 31 of the year following accrual.

L. Holidays

Twelve-month NIS shall be entitled to thirteen (13) paid holidays identified on a calendar of holidays adopted by the Board of Education for each fiscal year. Each NIS shall be paid at his/her daily rate for these holidays.

M. Mileage

NIS shall be reimbursed at the prevailing District rate per mile when using his/her own vehicles in duties directly connected with his/her position.

N. Retirement

The District will participate in the New York State and Local Employees Retirement System then in effect at the rate established by appropriate legislative action and NIS shall be eligible for same.

O. Conferences and Workshop Attendance

Conference and workshop attendance on regularly scheduled workdays shall be considered workdays. Days which are not scheduled workdays shall not receive compensation or compensatory time.

P. Emergency Closings

For twelve-month NIS, responsibilities continue on these days.

IV. Health Insurance Buy Out / Buy Down

Non-aligned staff members who have been enrolled for at least one year in any of the health insurance plans offered by the district may elect to reduce or decline coverage and receive a financial consideration as outlined below. This option is not suggested for individuals whose sole health insurance protection is provided by the district. Only those individuals who have access to alternative health insurance should consider this option.

Elections and Continuing Election Forms must be submitted to the Human Resources Office on or before September 30th of each school year for an effective date of October 1st to receive the financial incentive.

A. Buy Out Incentive (Declination of Coverage)

Individual Coverage	\$1,000
Individual +1 Coverage	\$1,500
Family Coverage	\$1,750

B. Buy Down Incentive (Decrease of Coverage)

Family Coverage to Individual +1	\$ 600
Family Coverage to Individual	\$1,200
Individual +1 to Individual	\$ 600

Time Spent on unpaid leave of absence shall be deducted from the period of time worked for the purpose of pro-rating the incentive.

V. Annual Evaluation Procedure

- A. Prior to August 31, there shall be an annual conference between NIS and his/her immediate supervisor. At this conference, the immediate supervisor and the NIS will discuss District and Departmental objectives and establish procedures for meeting such objectives.
- B. The immediate supervisor will provide an annual written evaluation to each NIS, which considers the departmental objectives, as well as his/her general performance. A follow-up conference to review and discuss the evaluation shall occur prior to June 30.

VI. Grievance Procedure

A. Purpose

It is the intent of the District and the NIS that all grievances be resolved informally or at the earliest possible stage of this grievance procedure.

Both parties recognize that the Procedure must be available without fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding.

B. Definitions

1. A "Grievance" is an alleged violation of this Agreement or any dispute with respect to its meaning or application.
2. A "Grievant" is an Employee or group of Employees who submit a Grievance.

C. Submission

1. Before submission of a written grievance, the grievant may attempt to resolve the grievance informally with his/her immediate supervisor within five (5) school days of the date of occurrence of the event over which the grievance arises.
2. If no formal settlement is attempted, or if it is attempted and fails, a grievance shall be submitted by the grievant in writing within ten (10) school days of the date of occurrence of the event over which the grievance arises. A written grievance shall be submitted to the Assistant Superintendent for Human Resources. The grievance shall set forth:
 - a. The name of the grievant.
 - b. The provision(s) of the Agreement deemed breached.
 - c. The time when and the place where the alleged events or conditions constituting the grievance took place.
 - d. If known, the identity of the person responsible for causing such event or condition.
 - e. A general description of the grievance.
 - f. The redress sought by the grievant.
3. A grievance which is not submitted within ten (10) school days after grievant knew or should have known of the events or conditions on which it is based, shall be deemed waived by the grievant and may not thereafter be the subject of this grievance procedure.

D. Procedure

1. The Assistant Superintendent for Human Resources, upon receipt of a written grievance, shall respond in writing to each such grievance within seven (7) school days after its receipt.
2. If the grievance is not settled by the Assistant Superintendent of Human Resources' written answer in D-1, the grievant may appeal such determination by filing a written notice of appeal with the Superintendent within seven (7) school days of the written answer from the Assistant Superintendent for Human Resources. Upon receipt of the Notice of Appeal, the Superintendent shall promptly schedule a hearing with the grievant. At the hearing, the grievant may be accompanied by a representative of his/her choice. At the Superintendent's option, he/she may designate a District representative to act on his/her behalf at such hearing. At the conclusion of the hearing, if the grievance is not settled by mutual agreement, the Superintendent or his/her designee shall submit a written answer to the grievant within seven (7) days after the completion of the hearing.
3. If the grievance is not settled by the Superintendent's response to the grievant, the grievant may take the matter to arbitration by written election to that effect given to the District within seven (7) school days after receipt of its answer, whether given orally at the hearing or in writing thereafter. The parties shall then, within ten (10) school days, agree to the appointment of an impartial arbitrator, and submit the grievance to him for a decision. If unable to agree within the allotted ten (10) school days, election of the arbitrator shall be accomplished under the Rules of the American Arbitration Association.

E. Arbitration

1. The Arbitration proceedings shall be conducted under the Rules of the American Arbitration Association.
2. The Arbitrator shall have no power or authority to add to, subtract from, modify, change or alter any of the provisions of this document.
3. The decision of the Arbitrator shall be final and binding upon the parties.
4. Fees and expenses of the Arbitration shall be shared equally by the District and the grievant.

F. Withdrawal

Nothing in this grievance procedure shall prevent a grievant on his own volition from withdrawing a grievance at any stage of the procedure.

I have read, I understand, and I agree to the contents of this document regarding terms and conditions of employment for the period July 1, 2004 to June 30, 2005.

Employee Signature

Date

Superintendent Signature

Date