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Brighton Central School District

GENERAL POLICIES OF SALARY AND CONDITIONS OF EMPLOYMENT FOR

NON-TEACHING SALARIED SUPERVISORS

Effective JULY 1, 2007

through

JUNE 30, 2010

RECEIVED

DEC 20 2007

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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BRIGHTON CENTRAL SCHOOL DISTRICT

GENERAL POLICIES OF SALARY AND CONDITIONS OF EMPLOYMENT

FOR

NON-TEACHING SALARIED SUPERVISORS

Effective July 1, 2007 through June 30, 2010

The provisions of this policy shall apply to the non-teaching supervisory staff titles as listed below:

- | | |
|--------------------------------------|----------|
| 1. Custodian (Supervisor) | Class 16 |
| 2. Supervisor of Mechanical Services | Class 20 |

I. SALARY

A. Salary Adjustments

July 1, 2007 – June 30, 2008	4.4%
July 1, 2008 – June 30, 2009	4.2%
July 1, 2009 – June 30, 2010	4.0%

B. Salary Ranges

Class 16	\$30,232 - \$56,862
Class 20	\$34,373 - \$68,224

C. Longevity Awards: to be paid to all full-time Supervisors upon completion of full-time service as follows:

10 Years	\$400
15 Years	\$450
20 Years	\$500
25 Years	\$550

Longevity awards shall be payable in total with the first payroll in December.

II. INSURANCE

A. Health Insurance

The Board of Education shall provide a health insurance plan available to all full-time employees who are members of the bargaining unit. The plans include Blue Cross and Blue Shield, Major Medical, Blue Point 2 Extended, Blue Point 2 Select and Blue Point 2 Value or other carrier or coverage providing benefits of at least equal value.

The District shall be responsible for 95% of the premium for the returning unit members, not including long-term substitutes, who enroll in Blue Point 2 Select for the 2007-08 and 2008-09 school years.

For new hires starting July 1, 2007 and after, including returning long-term substitutes, the District shall be responsible for 100% of the premium for Blue Point 2 Value.

If a returning unit member selects a plan(s) more expensive than 95% of Blue Point 2 Select and new hires, including long-term substitutes, select a plan(s) more expensive than 100% of Blue Point 2 Value, the unit member will pay the difference in premium of the plan(s) selected.

For years 2007-08 and 2008-09, returning unit members, not including long-term substitutes, who select Blue Point 2 Value at 100% District paid will receive 50% of the difference of the premium between 95% of Select and 100% of Value. Half of this difference in premium will be deposited on December 1st, and half will be deposited on June 1st of each fiscal year.

For fiscal year 2009-2010, the District shall be responsible for 90% of the premium for returning unit members, not including long-term substitutes, who enroll in Blue Point 2 Select. If a returning unit member selects a plan(s) more expensive than 90% of Blue Point 2 Select, the unit member will pay the difference in premium of the plan(s) selected.

For those unit members selecting Blue Point 2 Value at 100% District paid will receive 50% of the difference in premium between 90% of Select and 100% of Value. Half of this difference in premium will be deposited on December 1st, and half will be deposited on June 1st of each fiscal year.

B. **Dental Insurance Plan**

Effective July 1, 1984, the District shall provide a Dental Plan available to all full-time employees. Full-time employees hired on or after January 1, 1984, will be eligible for dental plan coverage after the completion of 6 months of employment.

The dental plan shall be the Blue Cross/Blue Shield Smile Saver, Option 4, or a plan providing equivalent benefits.

Unit members who elect dental coverage shall be responsible for 10% of the dental premiums.

C. **Insurance Upon Retirement**

Medical and Dental benefits will be provided for full time employees that retire on superannuation. Unit members who have 10 years of service with the District and who are retiring under the New York State Employees' Retirement System can receive benefits. At the time of such a retirement, the employee will continue to pay his/her share of the premium cost.

Health insurance carried for retired employees shall continue family as well as individual coverage, but individual coverage may not be changed to cover family after retirement. Upon the death of the employee, all District contributions shall cease.

D. **Long Term Disability Income Plan**

The Board shall provide a long-term disability insurance plan to all full-time employees of the school district at the expiration of the 70% self-insured salary continuation plan. This insurance shall continue throughout the duration of the employee's disability in accordance with the provisions of the plan. The school district shall pay the full cost of premiums for employees who participate in this plan.

E. **Medical Reimbursement**

The District has established a medical reimbursement fund for the benefit of members of this unit. Full-time employees will be eligible for reimbursement of medical expenses not covered by other hospital insurance, up to the limits provided in this agreement.

The member, after submitting evidence of medical expense as per rules established by the District, may be reimbursed up to a maximum of \$550 per year of the contract, plus any funds remaining in the member's account from prior years. Upon resignation or retirement, the member may elect to receive unused funds as salary, or may keep unused funds in his/her individual account.

F. **Flexible Benefit Plan**

The District provides a flexible benefit plan for all unit members who wish to participate in such a plan. All unit members shall have whatever medical and/or dental premium share, if any, sheltered in a flexible spending account unless they elect otherwise in writing.

III. **ABSENCES WITHOUT DEDUCTION IN SALARY**

In order to qualify for an absence without a deduction of salary, a Supervisor must be a full time employee unless specific mention is made to the contrary or in accordance with provisions of the law.

A. **Sickness**

1. Sick leave shall be accumulated from the date of initial appointment or from the first day following complete expiration of accumulated sick leave according to the following schedule until the maximum allowable sick leave is reached:

Length of Continuous Service	Total Sick Day Allowance
Less than 2 months	0 days sick leave
2 months	1 day sick leave
3 months	2 days sick leave
4 months	3 days sick leave
5 months	4 days sick leave
6 months	5 days sick leave
7 months	6 days sick leave
8 months	7 days sick leave
9 months	8 days sick leave
10 months	9 days sick leave
11 months	10 days sick leave
12 months	12 days sick leave

For calculating sick pay eligibility, any time during the first calendar month of employment shall count as 1 month. For each year of service beyond the first year, sick leave shall be accumulated at the rate of one day per month worked to a maximum of twelve days per year, to a cumulative total not to exceed 200 days.

In the event that an employee's accumulated sick leave becomes exhausted a further sickness allowance shall be extended to all full-time employees. This shall provide for the continuance of 70% of his/her salary for a period of one year. This allowance shall commence on the twenty-first working day following the date on which the sick leave accumulation has been exhausted. This allowance will be 70% of the employee's basic monthly earnings. This allowance shall consist of any payments

A. **Sickness** (continued)

collected from Worker's Compensation, Primary Social Security, State Compulsory Disability Plans plus the District's self insurance. This allowance will continue for a period of one year. The intent of this 70% salary continuance is to afford income protection during a prolonged illness or disability, and is not intended to provide additional benefits for casual and/or short term illness.

In special instances, the Superintendent of Schools, with recommendation of the Assistant Superintendent for Administration, may waive the deductible period. Requests for waiver shall be accompanied by a statement signed by the employee and/or private physician certifying illness. When an absence due to illness exceeds full-time sick leave accumulations or at the request of the supervisor or the Assistant Superintendent for Administration at any time, a statement certifying illness of sufficient gravity to warrant absence from employment shall be signed and presented by the employee to his/her immediate supervisor. This statement shall be attached to the payroll before payment for days absent due to sickness may be made. In instances of prolonged or frequent illness, the Superintendent of Schools or his designee may require a physical examination or certification by the attending physician indicating the nature of the disability and the extent to which it may interfere or prevent the individual from performing the normal duties of his/her position.

The Superintendent of Schools shall seek the advice of the Chief School Physician and shall obtain a written opinion as to the individual's fitness to perform the normal duties of his/her position before disapproving a claim for benefits as provided under the policies of the school district. If an individual refuses to submit to such physical examination when requested by the Superintendent of Schools, any claim for benefits under the sick-leave provision may be withheld by the Superintendent of Schools or denied by the action of the Board of Education.

2. Of the twelve days allowable absence for sickness, two days may be used for sickness in the immediate family.*
3. Each employee will be notified at the beginning of a new school year as to the number of days of allowable absence for sickness he/she has accumulated.
4. Upon severance of employment, all unused accumulated sick leave is canceled. No direct payment for unused reserves will be made by the District. If re-employed, the employee may not activate any unused reserves.
5. Voluntary Sick Leave Bank
 - a. All unit members who have depleted their sick days following a prolonged illness or disability are eligible to apply to the Sick Leave Bank. This will allow

A. **Sickness**

5. Voluntary Sick Leave Bank (continued)

a staff member who is without sick days due to a prolonged illness or disability to be compensated for an occasional sick day during the remainder of the school year.

- b. A written request for use of sick leave from the bank must be submitted to the Association President, who will then forward it to the District's Administrator of such Sick Leave Bank.
- c. A unit member who has been denied use of sick leave from the bank may submit a written request for an appeal before the Superintendent of Schools, whose decision will be final and binding.
- d. At the beginning of each school year, the District shall give the Association President a report as to the use of the Sick Leave Bank in the previous year and the number of days remaining in the bank.

B. **Personal Obligation**

Up to three days of absence per year without deduction in salary may be allowed for compelling Personal Obligations when the application is made on the forms available and when such application is approved by the Superintendent of Schools.

Personal Obligation leaves may be taken only for those obligations that cannot be met outside regular working hours. Use of Personal Obligation leave for personal leisure or vacation purposes, or for other employment, is specifically prohibited. A reason must be given if a personal day is used immediately before or after a holiday or recess period.

Any requests for extensions to this provision must be submitted, in advance, to the Superintendent of Schools. Only upon his approval may Personal Obligation leaves be extended. When absence for Personal Obligation beyond the allowable three days has been approved by the Superintendent of Schools, a deduction of salary shall be made. (The salary deduction will be the current per them rate for each day of absence.)

C. **Other Absences**

1. **Death in the Family**

Up to five days absence with full salary may be allowed in the event of death in the staff member's immediate family.* Under unusual circumstances, this allowable absence may be extended by the Superintendent of Schools.

****IMMEDIATE FAMILY: Spouse, parent, brother, sister, child, grandparent, or grandchild by blood, marriage, or legal adoption.***

III. ABSENCES WITHOUT DEDUCTION IN SALARY

C. Other Absences (continued)

2. Jury Duty

Staff members called for jury duty shall receive their salary less the amount of jury fees.

3. Accidents

The Board of Education carries compensation insurance on all employees. In the event of absence due to a job related accident an employee will receive his/her normal sick pay and insurance benefits during his/her absence. Upon receipt of any award from the compensation carrier the employee shall reimburse the District the amount of the award to cover any sick pay received during his/her absence and will have his/her sick bank adjusted accordingly.

4. Maternity/Child Care Leave

A maternity/child care leave of absence shall become effective not later than the date when it has been determined on the advice of a physician that continued employment would be detrimental to the health of the expectant mother or her expected child, or at the request of the staff member. A staff member may return from maternity/child care leave as soon as a physician has certified her fit to perform her duties. However, a child care leave shall not extend more than twelve months following the birth of the child. Leaves of absence for maternity/child care are not granted employees serving in provisional appointments.

5. Other Leaves of Absence

Leaves of absence without pay for personal reasons other than sickness leaves or maternity leaves may be granted to permanent staff members at the discretion of the Board of Education upon the recommendation of the Superintendent of Schools.

IV. HOLIDAY PAY

New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
President's Day	Thanksgiving
Good Friday	Day after Thanksgiving
Memorial Day	Day before Christmas
Independence Day	Christmas Day
Labor Day	Day before New Year's Day

To be eligible for holiday pay an employee must be at work the day preceding the day off and the day following unless prohibited by their assigned work schedule or absence approved by immediate supervisor.

V. VACATION ALLOWANCE

One day for each month of continuous service during the first period of employment prior to July 1 (first month or part thereof counts as one month) with a maximum of 10 days.

12 days after 2 years of continuous employment
15 days after 3 years of continuous employment
15 days after 4 years of continuous employment
15 days after 5 years of continuous employment
16 days after 6 years of continuous employment
17 days after 7 years of continuous employment
18 days after 8 years of continuous employment
19 days after 9 years of continuous employment
20 days after 10 years of continuous employment
21 days after 11 years of continuous employment
22 days after 12 years of continuous employment
23 days after 13 years of continuous employment
25 days after 15 years or more of continuous employment

If a Supervisor dies while in active service with the school district, full payment in lieu of earned vacation time shall be made to the deceased Supervisor's estate. This shall consist of:

1. Any unused vacation that was earned in the previous fiscal year.
2. Prorated credit for time worked in present fiscal year, using the previous July 1 earned credits as the base.

Upon leaving the employ of Brighton Central Schools, any vacation credits earned will be prorated, and paid in final paycheck, using the previous July 1 earned credits as the base. However, this will not be applicable until an employee reaches his first July 1.

Vacations will be scheduled to facilitate the work load, and must be approved by the employee's supervisor. Up to ten (10) days of vacation time may be carried over from one fiscal year to the next with prior approval.

Vacation time becomes effective July 1st of the fiscal year following the date of initial appointment and shall be taken according to a schedule approved in advance by the immediate supervisor. For calculating vacation eligibility, any time worked during the first calendar month of employment shall count as one month. For later years' eligibility, calculations the first period of employment prior to July 1 shall count as one whole year.

VI. **SCHOOL CLOSED DUE TO WEATHER**

On days when school is closed due to weather conditions, all Supervisors are expected to report to work and will not receive compensatory time off. School closings will be announced over radio stations WHAM, WSAY, WCNT, WPKY and WEZO and on TV channels 8, 10, 13, and 21.

SCHOOL CLOSED DUE TO OTHER EMERGENCIES

Where an emergency, other than weather, does not create a situation hazardous to the health and well being of employees, each employee shall report to work as scheduled. Employees failing to do so shall receive no compensation for such days. The Superintendent shall be responsible for determining whether such a hazardous situation exists and if so to communicate this determination over the same radio stations as in the paragraph above.

VII. **CALL-BACK FOR EMERGENCIES**

When an employee in the unit is called back for an emergency at a time when he/she would normally be at home, the District will pay \$90.00 for each such call-back. When called back for an emergency and it's necessary to be at work beyond three hours, the unit member will be paid \$25.00 per hour for time worked beyond three hours. To qualify for compensation, the call-back payment request must be submitted in writing and approved by the employee's immediate supervisor and by the Assistant Superintendent for Administration.

VIII. **UNIFORM ALLOWANCE**

Members of the unit will receive a clothing allowance, payable on February 1 of each year of this agreement. The amount of the allowance will be \$300.

IX. **NEW YORK STATE EMPLOYEES' RETIREMENT SYSTEM**

Brighton Central School District is a participating member of the New York State Employees' Retirement System. Permanent employees in the competitive class and all employees in the non-competitive class of civil service must be members of the retirement system. For employees in the exempt or labor class, membership is optional. Retirement Option 41-J Application of Unused Sick Leave as Additional Service Credit upon Retirement will be available to all eligible employees.

X. **REIMBURSEMENT FOR JOB RELATED COURSES**

Consideration will be given for reimbursement of tuition for courses related to the employee's job with prior approval of the District.

