

# ELMIRA HEIGHTS CENTRAL SCHOOL DISTRICT

Employment Conditions and Benefits

Exempt Employees in District Office  
Director of Facilities /Transportation Supervisor

Effective July 1, 2022-June 30, 2023

EMPLOYMENT CONDITIONS AND BENEFITS FOR EXEMPT EMPLOYEES  
AND  
DIRECTOR OF FACILITIES /TRANSPORTATION SUPERVISOR  
OF THE ELMIRA HEIGHTS CENTRAL SCHOOL DISTRICT

- I. General Information.  
Exempt employees and the Director of Facilities/Transportation Supervisor (hereinafter also referred to as “employee/s”) of the District may request information pertinent to their employment by the District.
- II. Deductions from Pay.  
Upon receipt of the appropriate authorization forms, the District shall deduct from the salary of exempt employees and the Director of Facilities/Transportation Supervisor withholdings for the credit union, contributions to the United Fund, retirement system, tax sheltered annuities, IRS 125 qualified plans, and other available programs, as offered to other employees.
- III. Annual Evaluations.  
Each exempt employee and the Director of Facilities/Transportation Supervisor shall be evaluated annually by their immediate supervisor. The evaluation shall be in writing in a form to be determined by the Administration, and based upon job descriptions and standards which shall be agreed upon. The annual evaluation shall become part of the employee’s personnel file. The employee may respond in writing to any component of the annual evaluation.
- IV. Discipline.  
Employee discipline and dismissal shall be governed by Civil Service Law.
- V. Personnel Files.  
Exempt employees and the Director of Facilities/Transportation Supervisor shall have the right to review their personnel files upon request, with the exception of pre-hire documents. Any material placed in the file regarding the performance of the employee shall be reviewed with employee before it is placed in the file. Written responses to such material may be submitted to the Superintendent. The District will keep only one personnel file.
- VI. Workers Compensation.  
Workers Compensation shall be provided for exempt employees and the Director of Facilities /Transportation Supervisor as required.
- VII. Superintendent Investigation.  
The redress of allegations of improper actions by Administrators regarding their dealings with exempt employees and the Director of Facilities/ Transportation Supervisor shall be the responsibility of the Superintendent.

VIII. Work Year.

The work year for exempt employees working in the District Office shall be twelve months and work hours shall be 40 hours per week, September-June, with the exception of school break weeks. The work weeks during school breaks and the months of July and August will be 30 hours, unless the workload demands additional hours as determined by the Superintendent.

The work year for the Director of Facilities /Transportation Supervisor as an executive salaried employee shall be 52 weeks per year and work hours shall be 40 hours per week. Work schedules outside of normal operating hours shall be approved by the Superintendent. The Director of Facilities /Transportation Supervisor may apply flex hours in the months of July and August, with the understanding that he will work a forty (40) hour work week Monday through Friday. Work hours shall be submitted to the Superintendent of Schools on a weekly basis.

IX. Holidays.

The exempt employees working in the District Office and the Director of Facilities/Transportation Supervisor shall receive thirteen (13) paid holidays each year and one “floating holiday,” to be taken at their prerogative, upon the consent of the Superintendent. If unused, this “floating holiday” becomes unused vacation, and may be carried over with consent of the Superintendent.

X. Vacation Days.

Exempt employees in the District Office and the Director of Facilities/Transportation Supervisor shall receive vacation days per the following schedule that is based on years of service with the District. Such days shall be applied on July 1 of each fiscal year, or shall be pro-rated if the employee commences employment after July 1 of each fiscal year.

Any employee leaving before the end of the year shall have their last paycheck adjusted on a pro-rated basis to account for vacation taken in excess of vacation earned.

Years of Service in the District	Vacation Days to be Credited on July 1 <sup>st</sup>
1-7 years	10 vacation days
8-10 years	15 vacation days
11-15 years	20 vacation days
16+ years	25 vacation days

Upon approval of the Superintendent, up to ten (10) days unused vacation may be carried over at the end of any fiscal year to the following year’s vacation or sick

leave accruals, with a maximum of five (5) days rolled to the following years vacation leave.

Except for use of individual days, vacation must be requested one week in advance. This may be waived by the Superintendent.

Credit for unused accumulated vacation days upon retirement, shall be paid at the per diem rate at the time of retirement.

XI. Health Insurance Coverage.

Current exempt employees working in the District Office and the Director of Facilities /Transportation Supervisor shall be eligible for enrollment in the District sponsored health insurance plan providing the employee works twenty (20) hours or more per week for a minimum of forty (40) weeks per the school calendar.

The exempt employees working in the District Office and the Director of Facilities/Transportation Supervisor who were hired before July 1, 2012 shall contribute to their health insurance twelve percent (12%) of the premium equivalent and the District will pay eighty-eight percent (88%) of the premium equivalent. Exempt employees working in the District Office and an employee occupying the position of Director of Facilities/Transportation Supervisor who were hired on or after July 1, 2012 shall contribute to their health insurance fifteen percent (15%) of the premium equivalent and the District will contribute eighty-five percent (85%) of the premium equivalent.

Employees who are eligible for health care coverage who elect not to participate shall receive an annual payment equal to that of the EHESSA agreement.

The District shall provide health insurance coverage during retirement years (either individual or family coverage as selected by the retiring employee) for any employee that retires after ten (10) years of service, or for those employees hired after June 30, 2012 after fifteen (15) years of service, not necessarily continuous with the District, if the employee is eligible for a pension from the New York State and Local Employees' Retirement System (NYSLERS), or if not a member of NYSLERS, would otherwise be eligible to receive a pension; and if the employee was entitled to the health insurance coverage paid for by the District during the employee's years of employment.

Any retired employee who becomes Medicare eligible shall receive health insurance coverage benefits through a Medicare advantage plan when first eligible.

A newly retired employee will pay the same flat dollar health insurance contribution they paid in their final year of employment with the District, increased by the cost of living percentage adjustment issued by the NYSLERS each year. Employees hired after June 30, 2012 shall pay the same percent (%) of premiums as active employees and shall change when active employees change.

XII. Bereavement.

Bereavement leave will be granted by the Superintendent in accordance with EHESSA contract language (SEE EHESSA contract).

XIII. Sick Leave at Retirement.

Employees who are eligible for retiree health insurance will have accrued sick leave at the time of retirement converted to a dollar value based on the number of days accumulated based on the following amounts:

Days Accumulated and Unused	Value of Days Surrendered
If accumulated between 1-100 sick leave days that are unused at retirement	\$35.00 per unused day
If accumulated between 101-150 sick leave days that are unused at retirement	\$40.00 per day
If accumulated between 151-180 sick leave days that are unused at retirement	\$50.00 per day

The credit for unused sick days (calculated above) shall be used to offset the retiree's share of health insurance premiums until said credit is exhausted.

Employees who opt out of health insurance pursuant to Paragraph XI hereinabove will be entitled to have an amount equivalent to the number of accrued and unused sick leave days multiplied by the values set forth in this section herein, placed in the employee's 403-b account as a non-elective employer contribution with no cash option upon retirement.

XIV. Personal Leave.

Personal leave of three days per year, non-accumulative may be requested from the Superintendent. Unused personal leave may be accumulated to sick leave, up to the maximum allowed per this agreement.

An employee may convert one (1) sick day each year to a personal day.

An employee may apply to the Superintendent to convert one (1) additional sick day for absences of an emergency nature when the employee has exhausted all of his personal days. Such leave shall be provided only upon approval of the Superintendent. Any days taken under this provision shall be subtracted from the employee's accumulated sick leave. The term "emergency" is defined as an unforeseen occurrence beyond the employee's control requiring attention.

XV. Sick Leave.

Employees, including new hires, assigned to work twelve (12) months will receive twelve (12) sick leave days per year. Sick leave days may accumulate to 180 days. Employees leaving before the end of the first fiscal year shall have their last paycheck adjusted on a pro-rata basis. After 6 years of employment, the number of

sick days shall be increased to fifteen (15) days for twelve month employees per year.

A physician's certificate may be requested by the Superintendent for absences in excess of three consecutive days. Sick leave may be used for personal illness or physicians visits, or for family illness, with the consent of the Superintendent.

Any employee who has reached the maximum sick leave accumulation allowed shall not receive any notice of additional days until the employee has used sufficient sick leave to reduce his/her accumulation below the maximum accumulated amount. The maximum may not be exceeded but as soon as the employee's sick leave accumulation falls below the maximum accumulation amount, he/she may continue to accumulate as before. An employee who has unused sick days over the maximum accumulation amount at the end of the fiscal year shall be paid fifteen (\$15) for such days over the accumulation limit.

XVI. Disability Insurance.

Exempt employees and the Director of Facilities /Transportation Supervisor shall be provided with disability insurance in lieu of a sick bank.

XVII. Jury Duty.

Jury duty, unpaid leave, parental leave and retirement shall be per the EHESSA agreement.

XVIII. Application for Transfer.

Exempt employees shall be eligible to apply for transfer to posted vacancies for which they qualify.

XIX. Salary.

Salary placement for newly hired exempt employees working in the District Office and the Director of Facilities/Transportation Supervisor ("Employees") shall be at the discretion of the Superintendent, based upon qualifications and experience.

Annual salary increments for exempt employees working in the District Office and the Director of Facilities/Transportation Supervisor shall be at the discretion of the Board of Education. Salary increases will be as follows:

For the 2022-2023 school year, Employees shall receive an increase of four percent (4%) above his/her 2021-2022 salary/wage;

*\*\*\*Additional compensation requires the passage of the annual budget per law.*

Stipend for Director of Faculties/Transportation Supervisor.

In addition to the base pay and longevity pay, the Director of Facilities/Transportation Supervisor shall receive a \$17,558.00 stipend annually to recompense said employee for additional duties related to facilities coordination. If the job responsibilities are separated in the future, this stipend will not be applied.

The base salary for the Director of Facilities /Transportation Supervisor shall not include the additional stipend in calculating future salary rates. This additional payment is strictly a stipend that will be paid annually.

XX. Longevity.

Longevity payments shall be added to the base salary of current exempt employees working in the District Office and the Director of Facilities/Transportation Supervisor. The longevity amount to be paid will be paid after the completion of five, ten, fifteen and twenty-five years of continuous service based on the Phase I and Phase II payments in Article 26, Section 26.3 of the EHESSA contract. The payment will be based upon the formula for employees working similar work years per the EHESSA contract. Longevity amounts paid will be adjusted annually as needed to maintain equity with the EHESSA contract (SEE EHESSA contract).

XXI. Overtime.

Overtime will be paid for those employees subject to the same pursuant to Federal and New York State Law at 1 ½ times the employee's hourly rate or taken as compensatory time at 1 ½ times any time worked over 40 hours per week, when needed and authorized by the Superintendent. The maximum number of compensatory time (hours) that can be accumulated at one time is 12 hours. Overtime will not be paid for those employees who are determined by the District to be exempt from overtime pursuant to the Federal Fair Labor Standards Act and New York State Law.

XXII. School Closings.

Exempt employees shall provide office coverage during regularly scheduled office hours. When the District is closed because of snow or other emergency reasons, no employee is expected to endanger themselves. If County officials have declared a state of emergency which prohibits travel in Chemung County or in an employee's county of residence, an employee will not be charged any leave time, nor will he lose any pay if he/she is unable to report to work.

In addition, Exempt employees working in the District Office shall have the ability to use two (2) Floating emergency days per school year, applied in a minimum of half-day increments, to ensure coverage in the business office. The half-day increments may be waived by the superintendent when possible.

XXIII. Floating Emergency Day for Director of Facilities/Transportation Supervisor.

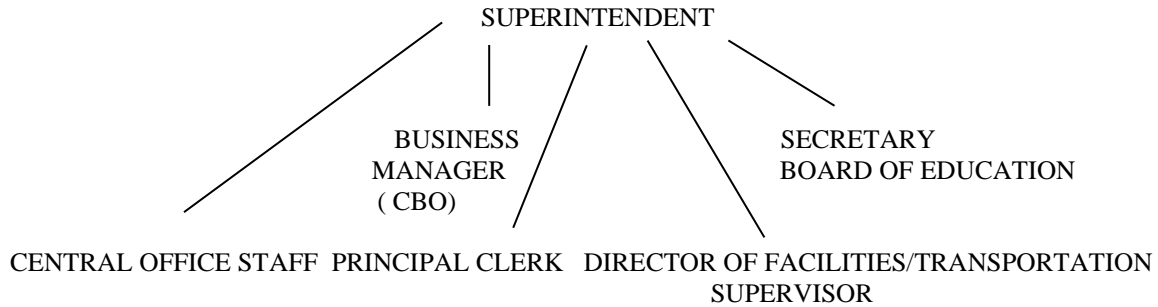
The Director of Facilities/Transportation Supervisor shall have the ability to use two (2) floating emergency days per school year. Said days shall be applied to cover absences on emergency closing days or on give-back days made available to eligible employees in the district. These days must be used in each school year and will not carry over.

XXIV. Resignation.

To resign in good standing an employee must give the District at least 30 calendar days prior written notice.

XXV. Chain of Command.

Lines of command shall be as follows:



#4 8/27/92

revised:	October 23, 2006	revised:	July, 2012
revised:	May, 2007	revised:	June, 2013
revised:	June, 2007	No revision/ Accepted:	April, 2014
revised:	June, 2009	revised:	June, 2015
revised:	May, 2010	revised:	June, 2016 (2016-18)
revised:	June, 2011	revised:	May, 2018 (2018-22)
revised:	June, 2022		