

**NON-ALIGNED EMPLOYEES:  
SALARY, BENEFITS AND CONDITIONS OF EMPLOYMENT**

**I. Salary**

(a) Salaries and benefits are determined by the board of education annually, based on the management needs of the district, with the recommendation of the Superintendent. An evaluation and performance review of each employee, based upon job description and mutually selected objectives, is held annually between the employee and his/her immediate supervisor. Informal reviews are held as needed.

(b) Longevity - Non-aligned employees are eligible for longevity increments as follows:

The non-aligned individual's hiring date shall be used to begin their longevity payments.

After 10 years of service in the District a longevity increment of \$1,300

After 15 years of service in the District an additional longevity increment of \$1,300 (total \$2,600)

After 20 years of service in the District an additional longevity increment of \$1,300 (total \$3,900)

After 25 years of service in the District an additional longevity increment of \$1,300 (total \$5,200)

After 30 years of service in the District an additional longevity increment of \$1,300 (total \$6,500)

(c) Overtime Compensation

Overtime compensation shall be the overtime rate of time and a half paid for each hour worked beyond the regular 40 hour work week. To qualify for additional compensation, overtime must be assigned by the Superintendent or his/her designee.

**II. Leave**

(a) Annual Leave (Vacation) - During the first year of full-time service, following successful completion of the probationary period, the non-aligned employee will accrue one (1) vacation day per month with a maximum up to five (5) days. Furthermore, the employee will be entitled to vacation time as follows:

After 1 full year of service – 2 weeks paid vacation

After 3 full years of service – 3 weeks paid vacation

After 5 full years of service – 4 weeks paid vacation

The use of vacation days shall be subject to the approval of the employee's immediate supervisor for up to one (1) week of vacation; the Superintendent's designee for up to two (2) consecutive weeks of vacation; and the Superintendent, or the Superintendent's designee for more than two (2) consecutive weeks of vacation.

School Calendar: Holiday and holiday vacation periods, as stated in the official school calendar, will be non-duty days for non-aligned employees.

- (b) Sick Leave - Non-aligned employees shall be entitled to accumulate 13 sick days and four (4) personal days per year (17 aggregate days/year) to be used for purposes of absence from work for illness or physical disability, including pregnancy and family illness leave.

The beneficiary of any non-aligned employee shall receive, upon the non-aligned employee's death, the total dollar amount of sick leave due to the non-aligned employee subject to the following terms.

1. \$25.00 per day
  2. The beneficiary must be the person/persons designated as beneficiary for retirement system purposes.
- (c) Unused Sick Leave - Payment of unused sick leave shall be made to all non-aligned employees upon termination of employment with the District, up to a maximum of 225 days, at the rate of \$60 per day.
  - (d) Workers' Compensation - Non-aligned employees are covered by the provisions of the Workers' Compensation laws. Employees who are absent from work because of occupational injury or disease as defined by the Workers' Compensation Laws will, pending adjudication of their case, be granted a leave with full pay. Such leave will not be charged against sick leave provided the employees pay to the district the Workers' Compensation salary benefits received for such absence. However, this compensation shall not extend beyond one (1) calendar year from the date of injury.
  - (e) Bereavement Leave – Non-aligned employees will be granted up to five (5) days of personal leave with pay for a death in their immediate family. The term “immediate family” refers to father, mother, brother, sister, husband, wife, son, daughter, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law; grandparents and grandchildren of the unit member or spouse, and significant other residing in household.

### **III. Insurance**

- (a) Non-aligned employees shall be eligible for health, dental, and/or optical insurance.
- (b) Non-aligned employees shall have a choice of all insurance plans offered by the district.
- (c) Non-aligned employees may opt out of the district's health insurance program and receive a payment of \$2,500 subject to all applicable deductions.
  1. Such a payment shall be made by the district in two installments, the first to be made on or before October 1st and the second to be made on or before April 15th of each year.

2. The application and proof of alternative healthcare coverage shall be provided to the health benefits clerk in writing by June 1st in order to opt out as of July 1<sup>st</sup>.
  3. New employees may choose this option and receive this benefit on a prorated basis, provided that an application and proof of other insurance is furnished to the health benefits clerk.
  4. Reentry into the district's health insurance program shall be allowed at any time subject to the waiting period, if any, of the district's Health Insurance program rules and regulations.
  5. Reentry into the district's health insurance program shall be conditioned upon the employees repaying 1/12th of the annual buyout amount for each month remaining in the school year.
  6. In the event that the employee's services are terminated for any reason, or the employee is granted an unpaid leave, the employee shall be required to repay the appropriate portion of the buyout or the district is authorized to recoup payment from any unpaid salary or compensation otherwise due to the employee.
- (d) Non-aligned employees shall be eligible to participate in the district sponsored Section 125 Internal Revenue Code Flexible Benefits Plan.
- (e) The District will pay 90% of the cost for an individual or family health insurance plan for non-aligned employees who were employed by the District in a non-aligned capacity as of and since December 31, 2014.
- The District will pay 85% of the cost for an individual or family health insurance plan for non-aligned employees who became non-aligned employees on or after January 1, 2015 and whose salary is at or above \$60,000.
- (f) In the event that both spouses or domestic partners are employed by the Kingston City School District, there will be either a mandatory health insurance buyout by one spouse, or both spouses, or domestic partners, will be offered individual health insurance.

#### **IV. Retirement**

Terminal Year Salary - Any non-aligned employee who meets the qualifications below shall receive an additional amount upon retirement of \$3500. The following qualifications must be met to be eligible:

- (1) The non-aligned employee must have completed fifteen (15) years or more of service in the District at the effective date of his/her retirement.
- (2) The non-aligned employee must submit his/her irrevocable letter of resignation at least six (6) months in advance of the retirement date.

**V. Miscellaneous**

Professional Development: District will pay up to \$1,000.00 per semester per non-represented employee, not to exceed two (2) semesters per fiscal year, toward the cost of any relevant course/courses which are related to the non-aligned employee's work assignment and which has had prior approval of the Superintendent. The non-aligned employee shall submit evidence of successful completion of the course prior to reimbursement. The claim for reimbursement must be submitted during the fiscal year in which the course was taken.

**VI. Recognition**

The following positions, listed with current titles, are not represented by a bargaining unit:

- Secretary to the Superintendent of Schools
- Confidential Managerial Secretary
- Administrative Assistant
- Public Information Specialist
- Payroll Supervisor
- Payroll Clerk (2)
- Confidential Personnel Clerk
- Purchasing Coordinator
- Coordinator of Personnel & Benefits
- Network & Technology Services Specialist (3)
- District Clerk
- Network and Technology Service Specialist
- District Treasurer
- Principal Account Clerk/Deputy Treasurer
- Director of Facilities II
- Director of Food Service
- Director of Network/Technology
- Director of Transportation
- Director of Safety and Security

This policy contains the benefits and conditions of employment for Non-aligned employees, except as modified in the terms and conditions agreement covering the employment of the Director of Facilities II.

**Adopted: May 6, 2009, Revised: September 15, 2010, Revised: January 2, 2013**

**1<sup>st</sup> Reading of Revised Policy: March 20, 2013, Adopted: April 3, 2013**

**1<sup>st</sup> Reading of Revised Policy: March 4, 2015, Adopted: March 25, 2015**

**Revised: September 2, 2015, Revised: October 4, 2017**

**Revised & Adopted: September 12, 2018, August 28, 2019**