

***BAINBRIDGE-GUILFORD CENTRAL SCHOOL  
12-MONTH MANAGERIAL AND CONFIDENTIAL  
INSTRUCTIONAL SUPPORT AGREEMENT  
July 1, 2017 - June 30, 2020***

**CERTAIN 12-MONTH EMPLOYEES:**

Secretary to the Superintendent  
Account Clerk  
Clerk

**Probationary Period:**

All newly hired twelve month employees or employees promoted to a new position shall be subject to a probationary period of 52 weeks. Employees shall be notified of the duration of their probationary period and satisfactory completion of their probationary period.

**LEAVES OF ABSENCE**

**Sick Leave:**

Sick leave is provided for all twelve month employees of the school system. Each employee will receive fifteen (15) sick days at the beginning of each school year. Sick days shall be cumulative.

In addition to personal illness, sick leave may be used to administer bedside/household care to members of the immediate family (Spouse, children, father, mother, grandparents, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, or other person residing in the employee's household.)

A sick day will constitute the number of hours the employee normally works per day and will be paid at their current rate of pay.

Membership in a sick leave bank program is available to all twelve month employees on a voluntary basis. Specific information regarding the sick leave bank policy is available from the Business Office.

Effective during the 2008-09 school year, the District will provide Section 41-j of the Employees' Retirement System that applies unused sick leave as additional service credit. Members who receive a cash payment based on their accumulated sick leave at retirement are not eligible for the additional service credit. Payments for unused sick leave cannot be considered in the calculation of a member's final average salary.

**Personal Business Leave:**

Each twelve month employee will be allowed up to three (3) personal business days with full pay during each school year under the conditions as outlined below:

The following reasons are sufficient to warrant a personal business day:

- a) Funeral of a relative, close friend

- b) Wedding within immediate family (including self)
- c) Graduation of child, spouse, self or sibling
- d) Paternity
- e) Real Estate Closing
- f) Legal Business
- g) Emergency situations within immediate family; relative or close friend
- h) Emergency situations at home (i.e. flooding, roof collapse, fire, plumbing, electrical, heating)

The following are not sufficient to warrant a personal business day:

- a) Vacation, shopping
- b) Athletic and/or recreational activities
- c) Day preceding or day following a vacation, except as applies to Part I
- d) Convention or trip not applicable to school business
- e) Personal convenience or enjoyment

If a twelve month instructional support employee has business which appears on neither list I or II and it cannot be transacted other than on a school day, it may be requested through the supervisor, subject to review by the superintendent. A reason for such leave must be given if requested, and each request must be made three days in advance. Any unused personal business days will be added to the cumulative sick days at the end of the school year.

**Bereavement Leave:**

Each twelve month instructional support employee may be allowed up to five (5) days a school year for death in the immediate family, (spouse, children, father, mother, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandparents-in-law or other person residing in the employee's household). One of these days may be allowed for death of other family members or close friends. If additional days are needed, the employee will be allowed to use his "sick leave" days. The supervisor may, at his discretion, expand the definition of the term "immediate family".

**Unpaid Leave:**

Unpaid leave may be granted with prior supervisory approval. Service credit for the New York State Employees Retirement System will be adjusted accordingly for any unpaid days in accordance with the regulations of the system based on the appropriate tier of the employee. Unpaid leave will be limited to ten (10) days per fiscal year.

**Jury Duty:**

Employees shall receive normal wages while serving on Jury Duty during normal working days.

**Emergency Days, Emergency Delays & Emergency Early Dismissals**

Employees shall be paid and will not be required to work on emergency days, emergency delayed openings or emergency early dismissals (emergency days includes days added to the school calendar as instructional days off due to unused snow days). Employees may, at their discretion, report during these times to complete necessary and time sensitive tasks and will receive compensation time for doing so.

**Paid Holidays:**

Regardless of the day of the week on which they fall, all twelve month instructional support employees shall be privileged to observe the following holidays with pay:

- |                        |                            |
|------------------------|----------------------------|
| 1. Independence Day    | 8. Day After Christmas*    |
| 2. Labor Day           | 9. New Year's Day          |
| 3. Columbus Day        | 10. Martin Luther King Day |
| 4. Veterans Day        | 11. Washington's Birthday  |
| 5. Thanksgiving        | 12. Good Friday            |
| 6. Thanksgiving Friday | 13. Memorial Day           |
| 7. Christmas Day       |                            |

\*Day before Christmas may be selected, instead of the day after, at the Superintendent's discretion - such change would be global- applying to all employees.

In addition to the specific holidays listed above, employees are eligible for one additional floating holiday. The date for use of this day can be chosen at the employee's discretion provided the immediate supervisor is given advance notice.

Pay will be based on the normal hours worked, i.e., eight hours work per day, eight hours holiday pay. If a holiday falls on a weekend, the employee, his/her supervisor and the superintendent will come to an understanding as to when the holiday time can be observed.

The employee must work the scheduled working day before and the scheduled working day after the holiday to qualify. The use of approved paid vacation or personal days will be considered the same as working the day before and/or after a holiday.

In the event of a serious illness or medical condition, documented by a physician's written statement, or other extenuating circumstances, the Superintendent of Schools, may at his discretion, qualify an employee for holiday pay notwithstanding the above. Such a request must be submitted on the prescribed form.

**Paid Vacation:**

Twelve Month instructional support employees qualify for vacation with pay based on the following schedule:

- After 1 year employment - 1 week vacation
- After 2 years employment - 2 weeks vacation
- After 4 years employment - 1 additional day
- After 6 years employment - another additional day
- After 8 years employment - another additional day
- 10 years employment - 3 weeks vacation
- 12 years employment - 3 weeks vacation plus 1 day
- 14 years employment - 3 weeks vacation plus 2 days
- 16 years employment - 3 weeks vacation plus 3 days
- 18 years employment - 3 weeks vacation plus 4 days
- 20 years employment - 4 weeks vacation

- 25 years employment - 4 weeks vacation plus 2 days
- 30 years employment - 5 weeks vacation

All vacation schedules are subject to supervisor approval and must be requested at least 5 days in advance.

Employees may sell back up to five (5) unused vacation days per fiscal year. Payment for days will be remitted to the employee in the last pay period of the school year at the employee's current daily rate (1/260<sup>th</sup>).

Any vacation time accrued upon retirement will be prorated in accordance with the Bainbridge-Guilford C.S.D. Vacation Policy.

Anyone who has worked in the district as a ten or eleven month employee will be given 10/12 or 11/12 of a year's credit for each full year they have worked as a ten or eleven month employee for vacation purposes only. An example might be -- an individual who has worked 12 years as a ten month employee would be given 10 years credit toward vacation time (10/12). Fractional time of .5 or greater will be rounded up to the next greater year. Fractional time less than .5 will be rounded down to the nearest full year completed.

## **MEDICAL/DENTAL COVERAGE**

### **Health Insurance:**

Available for any employee (and dependents) working more than 20 hours per week on the payroll notification form. The Board shall pay:

- 95% of the cost of the plan for Single coverage
- 90% of the cost for Employee/Spouse or Employee/Child(ren) coverage
- 85% of the cost of the plan for Family coverage for the NY-44 Health Benefits Plan Trust or a comparable plan beginning July 1, 2014.

District agrees to make available to retired employees the identical Health Plan they would enjoy if employed. The district will pay forty percent (40%) of the premium of the employee rate only for the retired employee up to age 65 who meets the following conditions:

- a. Must have served for ten (10) continuous years in the Bainbridge-Guilford Central School District.
- b. Must be eligible to retire under the New York State Employees' Retirement System (NYS ERS).

To continue coverage beyond age 65, the retired employee will remit to the Business Office the full amount payable to the carrier on a monthly, quarterly, semi-annually, or annual basis as the retiree desires, based on rates as charged the Board by the carrier. The employee may cover eligible dependents by paying the full premium.

District agrees to a one year re-opener to discuss health insurance plan only in the spring of 2018 for the remainder of the contract.

### **Dental Insurance:**

Available to any employee (and their dependents) working more than 20 hours a week. The

Board will pay 65% of the cost of the plan for individual or dependent coverage.

**Life Insurance:**

All employees (and their dependents) working more than 20 hours per week are eligible to participate in the School District group life/accidental death and dismemberment insurance program. The following table outlines the percentage of premium to be paid by the Board of Education:

<u>Single</u>	<u>Family</u>
95%	85%

**RETIREMENT BONUS**

Individual must be eligible to retire from New York State Employees' Retirement System.

1. Payment shall be based on 60% of total accumulated sick leave, subject to a cap of 250 days, upon effective date of retirement. The Individual will be paid at their daily rate in effect upon date of retirement (cap only to apply to retirement bonus, not the provisions of ERS Section 41-j).
2. Retirement benefit payments will be paid within 60 days of retirement.
3. The employee must notify the district in writing six months prior to the effective date of retirement to qualify for the retirement benefit. Notification must be in the form of a letter of resignation.
4. Payment will be made as an employer non-elective contribution to the employees existing 403b account within 60 days of retirement. To the extent that the bonus amount exceeds the employee's annual 403b limit as defined by law in any year, any excess shall be carried over by the District without interest and the remainder will be paid into the account the following calendar year in January and each subsequent January until all of the bonus has been paid. Failure to establish a 403b account prior to the date of retirement will result in the forfeiture of the retirement bonus.

As an alternative to the above Retirement Bonus, employees may elect, instead, to have the former sick leave/retirement option which is outlined as follows:

*Any employee who has served in the district for fifteen years or longer will be entitled to \$50.00 per day for each day of unused sick leave up to a maximum of 200 days at retirement. No prior notification is required for this option.*

**SALARY**

**Wages:**                    2017-18: \$0 increase of 2016-17 base salary + 3.5%  
                                      2018-19: \$250 increase of 2017-18 base salary + 3.0%  
                                      2019-20: \$250 increase of 2018-19 base salary + 3.0%

**Longevity Bonus:**

Yearly bonuses for continued service to the district will be paid to permanent employees on the following basis:

<b><u>YEARS SERVICE</u></b>	<b><u>12 MONTH EMPLOYEE</u></b>
5-9 years	\$300

10-14 years	\$400
15-19 years	\$700
20-24 years	\$1050
25-29 years	\$1250
30+ years	\$1550

An employee working less than full time will receive their bonus on a pro-rated basis.

**WORKING CONDITIONS**

**Tuition Reimbursement:**

The District supports the professional development activities of its staff and realizes the mutual benefit of continued education. In this regard, the District will reimburse twelve-month instructional support staff members for graduate and undergraduate course work that meets the following criteria:

- Courses must be job related
- Classes must occur outside of the normal work day
- Final grade must be "B" or above
- Approval of immediate supervisor must be obtained
- Employee must submit receipt and final grade report attached to a completed school reimbursement claim form.

Reimbursement shall be limited to \$500.00 per course with a maximum of \$1500.00 per employee in any given fiscal year. Reimbursement shall cover the cost of tuition only. Any related expenses including books and materials shall be at the employee's expense. Tuition reimbursement requests shall be made by February 28<sup>th</sup> of the prior year.

**Special Work Projects or Assignments**

With approval of the Superintendent of Schools, authorization to perform special projects or assignments beyond the normal scope of duties or expected work schedule may be approved. For such instances, the employee will be compensated at an hourly rate that is equal to 1.5 times the employee's normal salary divided by 2,080. Time sheets are to be used to record, approve, and document the extra compensation.

**Just Cause**

No member covered under this agreement shall be dismissed, disciplined, or reduced in rank without just cause. This article will have effect only after the completion of 3 years of employment.

**DURATION OF AGREEMENT:**

This agreement shall be effective as of July 1, 2017 and shall continue in effect through June 30, 2020.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ in the Year \_\_\_\_\_.

\_\_\_\_\_  
Timothy Ryan, Superintendent

\_\_\_\_\_  
Susan Weibel, District Secretary

\_\_\_\_\_  
Jodie Ives, Account Clerk

\_\_\_\_\_  
Cadi Barber, Clerk