

**BAINBRIDGE-GUILFORD CENTRAL SCHOOL**  
**ASSISTANT DIRECTOR OF FACILITIES & MECHANIC**  
**PERSONNEL AGREEMENT**  
**July 1, 2022 - June 30, 2026**

**WORKING HOURS AND DAYS**

8 hours per day, 260 days per year

**SICK LEAVE**

Each employee will receive fifteen (15) sick days at the beginning of each school year. Sick days shall be accumulative.

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 employees 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 employee will receive up to three (3) personal business days with full pay during each school year under the conditions as outlined as follows:

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

- I.   a)   Funeral of 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 accident within immediate family; relative or close friend.
- h) Emergency situations at home (i.e. flooding, roof collapse, fire, plumbing, electrical, heating)

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

- II. 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 an 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 at least three days in advance. Any unused personal business days will be added to the cumulative sick days at the end of the school year.

#### **OTHER LEAVE**

Each employee will receive up to three (3) 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). 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".

#### **JURY DUTY**

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

#### **PAID HOLIDAYS**

Regardless of the day of the week on which it falls, 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       | 14. Juneteenth** |

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

\*\*Juneteenth shall be a paid holiday only in those years when it is included as such in the school calendar.

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 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 request must be submitted on the prescribed form.

#### **PAID VACATION**

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 5 years employment - 3 weeks' vacation
- After 10 years employment - 4 weeks' vacation
- After 15 years employment - 4 weeks' + 2 days' vacation
- After 20 years employment - 4 weeks' + 3 days' vacation
- After 25 years employment - 5 weeks' vacation
- After 30 years employment - 6 weeks' vacation

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

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

Employees may carryover 5 days of vacation into the next school year non-accumulating.

### **ATTENDANCE INCENTIVE**

An incentive will be paid to employees each school year who have excellent attendance. Sick Days will be included for the computation of this incentive. The payment will be made at the end of the school year after certification of attendance can be made. The following incentive schedule will be implemented.

<b><u>Days Used</u></b>	<b><u>Incentive</u></b>
0 days	\$450
1 day	\$375
2 days	\$325
3 days	\$275

Partial days, defined as any amount of time less than the employee's normal day, will not be counted until the accumulated time reaches the equivalent of the employee's full day.

### **HEALTH INSURANCE**

The Board agrees to pay for either Excellus Blue PPO Signature Copay 1, Excellus Blue PPO Signature Deduct 3 or comparable plan beginning July 1, 2022. The rates the Board agrees to pay are as follows:

- 95% for Single coverage;
- 90% for Employee/Child
- 90% for Employee/Spouse (cost not to exceed the District's contribution for the family plan);
- 85% for Family coverage.

For employees hired on or after July 1, 2022, the district agrees to pay the following portion of the premium for the selected health insurance plan or a comparable plan:

- 90% for Single coverage
- 88% for Employee/Child(ren)
- 88% for Employee/Spouse (cost not to exceed the District's contribution for the family plan);
- 85% for Family Coverage

## RETIREMENT HEALTH INSURANCE

An employee who qualifies for retirement may elect to continue in the health plan if they 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 the rates as charged the board by the carrier.

## DENTAL INSURANCE

The Board will pay 55% of the cost of the plan for individual or dependent coverage.

## LIFE INSURANCE

Employees 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>District Contributions</u>	
<u>Single</u>	<u>Family</u>
95%	85%

## RETIREMENT BONUS

1. Individual must be eligible to retire from New York State Employees' Retirement System.
2. Payment shall be based on 50% of total accumulated sick leave upon effective date of retirement. The Individual will be paid at their daily rate in effect upon date of retirement.
3. Retirement benefit payments will be paid within 60 days of retirement.
4. 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.

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

*Any employee who has served the district for fifteen years or longer will be entitled to:*

- *\$30.00 per day for each day of unused sick leave up to a maximum of 200 days at retirement.*

## **WAGES**

Returning employees will receive increases as follows:

2022-2023	3.4% increase
2023-2024	3.4% increase
2024-2025	3.4% increase
2025-2026	3.2% increase

## **PAY FOR SUPERVISORY DUTIES**

Employee will receive an additional \$2.00 per hour for filling in for either the Head Bus Driver or the Director of Facilities II. Employee must receive notification from their Supervisor prior to the Supervisors absence that the employee will have supervisory duties during their absence.

## **OVERTIME**

Employees will receive time and one half pay for time actually worked in excess of forty (40) hours per week. Personal time and vacation time will constitute time worked for purposes of overtime qualification. Other forms of leave time will not constitute time worked.

Employees will receive time and one half pay for performing weekend building checks.

Employees assigned to work on a scheduled paid holiday will receive double time pay for time worked which includes building checks.

## **LONGEVITY BONUS:**

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

<b><u>YEARS</u></b>	<b><u>AMOUNT</u></b>
5-9 Years	\$300
10-14 Years	\$400
15-19 Years	\$700
20+ Years	\$1050

## **UNIFORMS**

Each employee shall receive four (4) sets of uniforms consisting of four (4) pants, four (4) button down long or short sleeved shirts and four (4) pocket tee shirts. These uniforms will be expected to be worn during work hours. It will be the responsibility of the employee to maintain these uniforms. At

the beginning of each year any worn uniforms or parts thereof may be presented to the supervisor for replacement. Each employee shall have the option to purchase his/her own boots. Each employee will receive \$100 towards the cost of the purchase of boots. If the cost exceeds \$100, the employee will need to reimburse the district for the difference.

#### PROBATIONARY PERIOD

All newly hired 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 the satisfactory completion of their probationary period.

#### JUST CAUSE

No employee in this contract will be terminated, disciplined, or transferred to a lower title without just cause. This article will have effect only after the completion of three (3) years of employment.

#### EVALUATION

All employees will be evaluated by June 15<sup>th</sup> of the current school year.


#### DURATION OF AGREEMENT

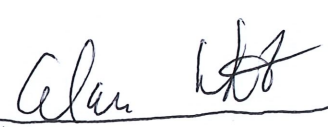
This agreement shall be effective as of July 1, 2022, and shall continue in effect through June 30, 2026.

Dated this 8 Day of July in the Year 2022

  
\_\_\_\_\_  
Timothy R. Ryan  
Superintendent

7/8/22

  
\_\_\_\_\_  
Jesse Haskell  
Unit Representative

  
\_\_\_\_\_  
Alan white

**MEMORANDUM OF AGREEMENT**  
**by and between the**  
**Bainbridge-Guilford Central School District**  
**and the**  
**Assistant Director of Facilities and Mechanic Unit**

This Memorandum of Agreement (the "Agreement") is made by and between the Bainbridge-Guilford Central School District (the "District") and the Assistant Director of Facilities and Mechanic Unit (the "ADOF & Mechanic Unit") (collectively, the "Parties"), and sets forth the following:

<b>Recitals:</b>
------------------

1. The District and the ADOF & Mechanic Unit are parties to a Personnel Agreement covering the period of July 1, 2022 through June 30, 2026.
2. The **WAGES** section of the Personnel Agreement provides annual compensation increases for bargaining unit members.
3. The District has agreed to modify the terms of the Personnel Agreement and provide for an increase in compensation to unit members.

<b>Agreement(s):</b>
----------------------

The Parties hereby stipulate and agree to the following:

1. Effective July 1, 2023, unit members shall be given a raise/pay increase:
  - a) Unit members who were employed on or before the 2015-2016 school year shall be given a raise equivalent to the total amount of the annual minimum wage increases starting with the wage increase effective 12/31/2016 and continuing through the projected wage increase of \$.80/hour for 12/31/2023. The total minimum wage rate increase shall be added to the employees 2015-16 rate and used as the employee's hourly rate for the 2023-24 school year.
    - 12/31/2016 \$0.70/hour
    - 12/31/2017 \$0.70/hour
    - 12/31/2018 \$0.70/hour
    - 12/31/2019 \$0.70/hour
    - 12/31/2020 \$0.70/hour
    - 12/31/2021 \$0.70/hour
    - 12/31/2022 \$1.00/hour
    - 12/31/2023 \$ .80/hour
    - **Total Raise \$6.00/hour**
  - b) Bargaining unit members who were hired after the 2015-2016 school year shall be given a raise, applying the amounts from clause a) above, as follows:

- i) Employees who were hired prior to the minimum wage increase in the year they were hired will receive the total amount of minimum wage increases for that year and each year thereafter through the projected 12/31/2023 increase. The total minimum wage rate increase shall be added to the employee's rate and used as the employee's hourly rate for the 2023-24 school year.
- ii) Employees who were hired AFTER the minimum wage increase in the year they were hired will receive the total amount of minimum wage increases for the following year and each year thereafter through the projected 12/31/2023 increase. The total minimum wage rate increase shall be added to the employee's rate and used as the employee's hourly rate for the 2023-24 school year.

2. This MOA shall represent the full and complete agreement between the parties and shall become effective on July 1, 2023.

3. The circumstances of this MOA are unique, and this MOA shall not serve as precedent, nor shall it be cited as such, in the future.

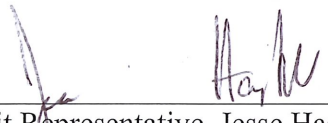
4. Each provision of this Agreement shall be effective upon execution of this document.

5. If any provision of this Agreement, or any application of this Agreement, shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications not explicitly in contradiction to law shall continue in full force and effect.

6. This MOA requires Board of Education approval.

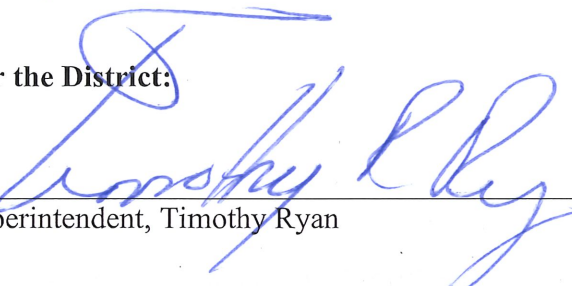
**Signatures:**

**For the ADOF & Mechanic Unit:**

  
\_\_\_\_\_  
Unit Representative, Jesse Haskell

5/23/23  
\_\_\_\_\_  
Date

**For the District:**

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

5/15/23  
\_\_\_\_\_  
Date