

**AGREEMENT BETWEEN**

**BAINBRIDGE-GUILFORD CENTRAL SCHOOL  
SUPERINTENDENT**

**-AND-**

**BAINBRIDGE-GUILFORD SUPPORT STAFF ASSOCIATION  
NYSUT, AFT, AFL-CIO, LOCAL 6239**

**2014-2018**

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**ARTICLE 1**  
**PREAMBLE**

In order to effectuate the provisions of Chapter 392 of the Laws of 1967, as amended, to encourage and increase effective and harmonious working relationships between the District and the employees of the District represented by the Association, this Agreement is made and entered into on December 18, 2013 by and between the District and the Association.

**ARTICLE 2**  
**DEFINITIONS**

Association shall mean the Bainbridge-Guilford Support Staff Association.

Bargaining Unit Members shall include Building Maintenance Worker, Bus Attendant, Cook Manager, Custodial Worker, Custodian, Food Service Helper, Groundskeeper, Health Aide, Licensed Practical Nurse, Teacher Aide, Typist, School Monitor, and excluding all other titles.

Board shall mean the Board of Education of the Bainbridge Guilford Central School District.

Chief Executive Officer shall mean the Superintendent of the Bainbridge-Guilford Central School District.

District shall mean the Bainbridge-Guilford Central School District.

Immediate Supervisor shall mean the person in charge of a specific department within the Bainbridge-Guilford Central School District including the Food Service Director, Building and Grounds Superintendent, Transportation Supervisor, CSE Chairperson, Building Principals and Assistant Superintendent.

**ARTICLE 3**  
**REPRESENTATION AND RECOGNITION**

The basis of this Agreement is the relationship established, pursuant to the Public Employees Fair Employment Act (Article 14 of the Civil Service Law) when, on 19 September 2002 the Bainbridge-Guilford Central School District Board of Education, recognized the Bainbridge-Guilford Support Staff Association as the exclusive representative for the purpose of collective negotiations and the settlement of grievances for all employees in the defined bargaining unit.

**ARTICLE 4**  
**NEGOTIATIONS**

The District agrees to recognize a negotiation team of not more than five (5) members and to limit its negotiating team to not more than five (5) members. Both the District and the

Association reserve the right to have available not more than three (3) resource persons at any negotiating session.

In the event either party wishes to amend this agreement notice will be given by February 1, in the final year of the contract. During the first mutually agreed upon meeting after the notice of amendment is given, both parties shall exchange their complete package with the other. Both parties shall furnish each other, upon reasonable request, all available information pertinent to the issue(s) under consideration.

Copies of this agreement shall be made available to every bargaining unit member covered by the agreement. The Board and Association shall share the cost of producing the contract.

## **ARTICLE 5 ASSOCIATION RIGHTS**

### **Payroll Deductions**

Association membership dues shall be deducted from the wages of each bargaining unit member who has voluntarily signed a form authorizing such deduction. Such dues shall be promptly remitted to the Association. The Association shall certify to the District in writing the current rate of membership dues at least ten (10) days prior to the second payroll in September.

### **Grievance Procedure**

In the event there is an alleged violation of the specific terms and conditions of this Agreement, the following procedure will be followed:

1. Informal discussion: An aggrieved employee or the Association shall first attempt to resolve the grievance with the supervisor, notifying the supervisor that this constitutes the informal step of the grievance procedure. A BGSSA representative may be present upon the request of the aggrieved party.

2. Formal grievance procedure:

Step 1- A grievance must be filed at Step 1 of this procedure through the use of the grievance form within ten (10) workdays of the occurrence of the alleged event. This shall be filed with the supervisor. The supervisor has five (5) workdays to answer the grievance.

Step 2 – If the answer in Step 1 is unsatisfactory or is not received by the aggrieved party or the Association, the aggrieved party or the Association may, within five (5) workdays, submit the grievance to the Superintendent of Schools. The Superintendent of Schools and the aggrieved party or the Association shall meet within ten (10) workdays after the appeal is received in an attempt to resolve the grievance. The Superintendent shall respond in writing within ten (10) workdays.

Step 3 – If the answer in Step 2 is unsatisfactory or is not received by the Association, the Association may, within ten (10) workdays, submit the grievance to the American Arbitration Association and the district. The parties will then be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association. The cost for the service of the arbitrator, including expenses, will be borne equally by the Board and the Association. The decision of the arbitrator shall be final and binding upon all parties.

## **ARTICLE 6 LEAVES OF ABSENCE**

### **Sick Leave**

- a. Sick Leave is provided for all employees working at least twenty (20) hours per week on the payroll notification form. Each twelve (12) month employee will receive fifteen (15) sick days at the beginning of each school year, each eleven (11) month employee will receive fourteen (14) sick days at the beginning of each school year and each ten (10) month employee will receive thirteen (13) sick days at the beginning of each school year. New employees will receive sick days on a prorated basis using the number of months remaining in the year. Sick days shall be accumulative with no cap on days.
- b. 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).
- c. 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.
- d. Membership in a sick leave bank program is available to all employees on a voluntary basis. Specific procedures regarding the sick leave bank program, dated October 20, 2011, as per Appendix B.
- e. When an employee resigns he/she may contribute 20 of his/her sick days to the sick leave bank.

### **Personal Business Leave**

Personal business leave is provided for all employees working at least twenty (20) hours per week on the payroll notification form. Each twelve-month employee will be allowed up to three (3) personal business days with full pay during each school year; each eleven-month employee will be allowed up to two (2) personal business days with full pay during each school year; and each ten-month employee will be allowed up to two (2) personal business day under the conditions as outlined as follows.

- I. The following reasons are sufficient to warrant a personal business day:
  - 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)
  
- II. The following reasons are not sufficient to warrant a personal business day:
  - a. Vacation, shopping
  - b. Athletic and/or recreational activities
  - c. Day proceeding 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 bargaining unit member 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 building principal, or supervisor, subject to review by the superintendent. A reason for such leave 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:**

Bereavement leave is provided for all employees working at least twenty (20) hours per week on the payroll notification form. Each bargaining unit member may be allowed 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-laws). 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 a maximum of two (2) days of his/her "sick leave" days. If additional days are needed, the Chief Executive Officer may approve the time. The building principal or supervisor may, at his/her 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:**

Paid holidays provided for all employees working at least twenty (20) hours per week on the payroll notification form, except for cafeteria staff at the end of this section.

Regardless of the day of the week on which they fall, all employees will receive the following holidays with pay:

- |  |                            |
|--|----------------------------|
| 1. Independence Day (11/12 month only) | 8. Day after Christmas*    |
| 2. Labor Day (11/12 month only)        | 9. New Year's Day          |
| 3. Columbus Day                        | 10. Martin Luther King Day |
| 4. Veterans Day                        | 11. Presidents' Day        |
| 5. Thanksgiving Day                    | 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 apply to all employees.

The employee must work the scheduled working day before and the scheduled working day after the holiday to qualify. Pay will be based on the normal hours worked, i.e. five hours work per day, five 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 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.

Cafeteria staff who work a minimum of fifteen hours per week on the payroll notification form will be paid for Thanksgiving, Thanksgiving Friday and Christmas.

## **Paid Vacation**

### **Twelve-month employees**

Twelve-month instructional support employees who work at least twenty (20) hours per week on the payroll notification form and who 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 – 1 additional day
- After 6 years – another additional day
- After 8 years – 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 building principal or supervisor approval and must be requested at least five days in advance. Notification of approval/disapproval will be provided by the supervisor or his/her designee within two business days of the request.

When a 10 or 11 month employee is granted a twelve (12) month position the following shall apply for purposes of vacation accrual:

10 or 11 month to 12 month position: 40% of years of District service

Example: 11 years of service = 4.4 years service credit

\*Retro activity for those currently in a 12 month position who previously held a 10 month position shall be credited with their 10 month district service at the 40% effective July 1, 2011.

### Attendance Incentive

The Attendance Incentive is provided for all employees working at least twenty (20) hours per week on the payroll notification form. An incentive will be paid to bargaining unit members each school year who have excellent attendance. Personal Illness Days and Family Illness 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:

<u>Days Used</u>	<u>2014-15 Incentive</u>	<u>2015-16 Incentive</u>	<u>2016-17 Incentive</u>	<u>2017-18 Incentive</u>
0 days	\$375	\$400	\$425	\$450
1 day	\$300	\$325	\$350	\$375
2 days	\$250	\$275	\$300	\$325
3 days	\$200	\$225	\$250	\$275

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

Example: Employee works a 6 hour day, leave time as follows:  
 Family Illness: 2.5 hours  
 Personal Illness: 2 hours  
 Family Illness: 1.5 hours  
 Equals =1 day absent

**ARTICLE 7**  
**MEDICAL/DENTAL COVERAGE**

**Health Insurance**

Available for any employee (and dependents) working at least twenty (20) hours per week on the payroll notification form. The Board agrees to pay for NY 44 Health Benefits Trust, Plan A or a comparable plan beginning July 1, 2014 as follows:

95% for individual coverage;  
90% for the 2-person (One Adult plus Child (ren))  
90% for the 2-person (2 Adults) cost not to exceed the District's contribution for the family plan,  
85% for family coverage.

Both the family and 2-person plan shall include domestic partner coverage as per the NY 44 Health Benefits Trust, Plan A.

The District shall provide a prescription benefit offered by NY 44 Health Plan Trust with co-pays as follows: \$0 co-payment: Tier 1 generic prescriptions, Tier 2 corticosteroids

\$15 co-payment: Tier 2

\$30 co-pay: Tier 3

Mail Order (90 Days supplies) are available

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**

Available to any employee (and their dependents) working at least twenty (20) hours per week on the payroll notification form. The District shall provide a dental benefit package offered by MetLife. The District shall pay fifty-five percent (55%) of the premium for either individual or family coverage.

**Term Life**

The District agrees to pay ninety-five percent (95%) for individual coverage and eighty-five percent (85%) for family coverage. The above formula shall be applied to:

1. Life Insurance (Employee)
2. Life Insurance (Dependent)

**ARTICLE 8**  
**RETIREMENT BONUS**

A. Employees shall be eligible for the Retirement bonus as follows:

Option 1:

1. Individual must be eligible to retire under, but not necessarily a member of, the New York State Employees Retirement System.
2. 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.
3. Retirement benefit payments will be paid within 60 days of retirement.
4. 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.

Option 2:

1. Individual must be eligible to retire under, but not necessarily a member of, the New York State Employees Retirement System.
2. Individuals must have served in the District a minimum of 15 years.
3. Retirement benefit payments will be paid within 60 days of retirement.
4. Payment shall be as follows:

School Year	Amount for each day of unused sick time	Maximum number of days
2014-15	\$25	200
2015-16	\$25	200
2016-17	\$25	200
2017-18	\$30	200

B. Upon retirement, the value of either of the above options, may be placed in escrow with the District, at the employee's request, to be applied to the cost of retiree health insurance costs.

**ARTICLE 9  
SALARY**

**Pay Scale**

Increase returning employee's salaries by:

2014-15	3.5% + \$.11 increase of 2013-14 base salary (\$0.11 shall be applied to base first, then the 3.5% additional)
2015-16	3.5% increase of 2014-15 base salary
2016-17	3.5% increase of 2015-16 base salary
2017-18	3.5% increase of 2016-17 base salary

Starting Salaries (minimum)

	2014-15	2015-16	2016-17	2017-18
Food Service Helper	\$8.48	\$8.65	\$8.82	\$9.00
Teacher Aide	\$9.36	\$9.55	\$9.74	\$9.93
School Bus Attendant	\$9.36	\$9.55	\$9.74	\$9.93
Health Aide	\$11.05	\$11.27	\$11.50	\$11.73
Custodial Worker	\$10.05	\$10.25	\$10.46	\$10.67
Custodian	\$10.70	\$10.91	\$11.13	\$11.35
Building Maintenance Worker	\$11.84	\$12.08	\$12.32	\$12.56
Groundskeeper	\$11.84	\$12.08	\$12.32	\$12.56
Typist	\$11.49	\$11.72	\$11.95	\$12.19
Cook Manager	\$10.70	\$10.91	\$11.13	\$11.35

\*Starting salaries shall be adjusted to meet Labor Law Minimum Wage rate requirements.

Pay Options:

Ten-(10) month employees covered by this agreement may choose to be paid in either 21 or 25 pays per school year excluding bus attendants, food service workers and other employees with variable hours.

Eleven (11) month employee shall be defined as an employee who reports 10 days before the beginning of the contractual school year and ten days at the completion of the contractual school year.

Eleven (11) month employees, as defined above, shall be paid for days worked beyond the contractual work year, including additional holidays, without delay. Said days shall be incorporated into the regular 12 month employee payroll calendar.

**Second Shift Premium**

Second shift employees (those employees who have a majority of their shift fall between the hours of 4:00 PM and 7:00 AM) shall be entitled to a second shift premium

of 20 cents per hour. Second shift employees may be temporarily assigned to first shift at the discretion of their supervisor; in such cases the premium shall remain in effect.

## **Overtime**

### **Twelve-Month Employees**

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

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

### **Custodial, Maintenance, and Grounds**

Overtime in the Custodial, Maintenance, and Grounds department will be handled as follows:

- A. General overtime, excluding weekend building checks and emergency assignments as listed below, will be assigned using a voluntary list beginning with the most senior bargaining unit member and rotating down the list with each assignment.
- B. Weekend building checks will be assigned using a voluntary list beginning with the most senior bargaining unit member and rotating down the list with each assignment. The District may include one, two, or all of the buildings in any weekend assignment. Bargaining unit members assigned will receive time and one-half pay for time worked regardless of hours worked per week.
- C. Emergency assignments will be made from a list of all employees and the District has the ability to assign employees as needed.
- D. Under any overtime assignment, the District may assign specific individuals under special circumstances or special needs as long as such assignment is within the bargaining unit members job description.
- E. Under any voluntary assignment above, if the list results in no volunteers, the District may assign individuals from the list of all employees in reverse order of seniority rotating down the list with each assignment.
- F. Snow plowing and snow removal will be credited as a completed assignment on the mandatory overtime list.

### Longevity Bonus

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

<u>Years Service</u>	<u>10-Month Employees</u>	<u>11-Month Employees</u>	<u>12-Month Employees</u>
5-9 Years	\$200	\$200	\$200
10 Years	\$250	\$275	\$300
15 Years	\$500	\$550	\$600
20 Years	\$800	\$900	\$950
25 Years	\$1100	\$1200	\$1250
30 Years	\$1400	\$1500	\$1550

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

### Coaches/Advisors/Chaperones/Extra- Curriculum

Pay for coaches/advisors/chaperones/extra-curriculum will be compensated at the rates referred to in the BGTA contract.

### Mileage Reimbursement

Authorized use of personal vehicle shall be reimbursed at the Internal Revenue Service rates. All rules and regulations as per IRS regulations shall apply.

### Substituting

Stipends shall be paid at the established contractual rate or the BOE rate, whichever is the higher rate.

Stipend and procedure as follows:

1. In order to be eligible for the stipend for substituting in Civil Service positions members must be on the BOE approved substitute list.
2. Members substituting in a Civil Service position must substitute for a minimum of 1 hour to be eligible for the stipend.
3. Members substituting for a teacher must substitute for a minimum of 30 minutes to be eligible for the stipend.

Stipends will be as follows:

1. \$2/hour for substituting in a higher classification;  
Example: Aide for Typist  
Custodial for Custodian  
\*employee assumes increased duties and responsibilities
2. \$10/hour teacher substituting if less than full day;

3. \$70/day-substituting for a teacher full day;
4. \$75/day if 10 consecutive days.

## **ARTICLE 10 SENIORITY**

Seniority defined – Seniority shall be defined as total continuous service within the job title in the District. Separate seniority lists will be maintained for each of the following positions:

Building Maintenance Worker

Bus Attendant

Cook Manager

Custodial Worker

Food Service Helper

Groundskeeper

Health Aide

LPN

Teacher Aide

School Monitor

Typist

Custodian

### **Layoff**

Seniority within the job title shall be the primary factor governing layoffs of employees. However, when the District determines that job skill or experience requires exception to seniority, it may implement such by notifying the President of the Association. Laid off employees shall have the option to freeze accumulated sick time to be accessed should he/she be recalled to a permanent position.

## **ARTICLE 11 WORKING CONDITIONS**

### **Custodial Uniform**

Each twelve-month custodial worker and maintenance worker shall, upon employment, receive four (4) sets of uniforms consisting of four (4) pants, four (4) button down long or short sleeved shirts and four (4) 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, employees may replace uniforms. Each employee will be given up to twelve (12) units for replacement per school year (New

employees hired in the previous school year will have the units prorated). The following units apply:

Pants	two (2) units
Button shirts	two (2) units
Tee shirts	one (1) unit

The supervisor will have final approval on the mix of replacement uniforms ordered.

### **Food Service Uniforms**

Each ten-month food service worker shall, upon employment, and then annually, receive four (4) golf style uniform shirts. Aprons shall be provided as needed. The shirts will be expected to be worn during work hours. It will be the responsibility of the employee to maintain these uniforms.

### **Change in Working Conditions**

If an employee's working conditions are to be changed, the District will make an effort to notify and explain the change with as much lead-time as possible.

### **Evaluations**

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

### **Lunch**

Each unit member whose workday is five (5) or more hours shall receive an unpaid thirty (30) minute duty free lunch period. Night shift unit members (those employees who have a majority of their shift fall between the hours of 4:00PM and 7:00AM) whose workday is five (5) hours or more shall receive a thirty (30) minute paid meal period, duty responsibilities may be subject to District needs.

### **Probationary Period**

All newly hired employees or employee promoted to a new position shall be subject to a probationary period of 8-52 weeks. Employees shall be notified of the duration of their probationary period, any extensions to their probationary period, and satisfactory completion of their probationary period. Newly hired employees shall receive benefits.

### **Workshop Days**

Ten-month employees may work or attend workshops only if approved in advance by their immediate supervisor.

### **Work Year**

1. The District will provide each ten-month instructional support staff employee with a calendar for the year. This calendar will include the identification of holidays, vacation days, superintendent's days, parent-teacher conference days and half days dedicated to curriculum and staff development.



2. Using the above calendar the business office will be able to calculate and provide a predictable income.
3. All ten-month Teacher Aides, Health Aides and LPN's will work a minimum of one hundred eighty-one days per year between the start of school and June 30 including the first conference day. Should a ten-month Teacher Aide, Typist, Health Aide, or LPN be approved by the Superintendent to work a conference day (other than the first one) the employee will be paid at the employee's hourly rate for the time approved. Should a ten-month Teacher Aide, Typist, Health Aide or LPN be required to work beyond the one hundred eighty one days in order to be present for all student attendance days, two weeks advance notice will be given and the employee will be paid for the additional time.
4. Paid emergency days shall be considered paid days for the purpose of calculating the minimum of 181 days per year.
5. The normal workday of full time (twelve month) Typists is eight (8) hours per day and forty (40) hours per week, but the actual work week is thirty-nine and one-half (39.5) hours per week (i.e. one half hour less every Friday).
6. During recess periods of one week or more, including school recess periods and the summer recess (from after graduation and ending the Friday before Labor Day), full time (twelve month) Typists are compensated for forty (40) hours, but actually work thirty-seven (37) hours per week (i.e. one-half hour less each day and one hour less on Friday).

#### **Delayed Opening/Emergency Days/Emergency Closing**

10/11/12-month employees: Employees shall be paid, and will not be required to work on emergency days. Excluded are Groundskeepers and Building Maintenance workers required to plow snow or address emergency situations and office personnel who request and are approved by their supervisor to report to work to complete necessary and timely tasks. Employees shall not be required to report during a delayed opening and will not have the delay time deducted from their regular hours.

#### **New Employees**

New employees shall receive a packet of information as soon as practicable after hiring. The information should include retirement information, salary and benefit package.

#### **Job Postings**

Unit vacancies will be posted for a period of three (3) business days.

#### **Compensation Time**

Each support staff member that is at work or is required to report to work during emergency closings will receive their contractual pay and be given additional compensation time for each hour they were at work.

**ARTICLE 12  
SUBCONTRACTING**

1. Services now performed by bargaining unit members shall not be performed by any non-unit member or subcontracted to any other party without negotiations with the following exceptions:
  - a. students or other temporary employees
  - b. supervisors
  - c. emergency or extra-ordinary circumstances
  - d. BOCES shared services

It is understood that there is no entitlement to overtime.

2. Should the employer decide to subcontract any additional unit work not performed by current employees, it may do so provided the decision to subcontract does not subsequently replace or reduce the number of employees.

**ARTICLE 13  
SAVINGS CLAUSE**

If any provision of the Agreement or any application of the Agreement to any employee or group of employees 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 will continue in full force and effect.

**ARTICLE 14  
STATEMENT OF SECTION 204-a  
OF THE CIVIL SERVICE LAW**

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

**ARTICLE 15  
MISCELLANEOUS**

**Zipper Clause**

This Agreement shall constitute the full and complete commitments of the parties and may be changed, added to, deleted from, or otherwise modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

The following is effective September 2004:

This agreement shall represent all employees' rights, privileges and benefits granted by the employer to its employees; and unless specifically and expressly set forth in this agreement, all practices and benefits previously granted are not in effect.

### **Training**

When an employee attends training outside the workday that is mandated by the District, or mandated to keep his/her District required certification to do his/her job, the District will compensate the employee at his/her hourly rate.

### **License/Certification**

When an employee is required to have a license, excluding driver's licenses, or certification in his/her job title, the District will compensate the employee for said cost.

### **Time Clock**

All bargaining unit members will use a time clock to document employment.

The piano accompanist for the High School/Middle School vocal performance groups and soloists is to use a timesheet for the recording of work time rather than using a time clock. The use of a time clock is not appropriate for this position in its present format because, by its nature, the position requires rehearsal time that is outside the normal work day.

### **Just Cause**

No member of this bargaining unit 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.

### **Association Business**

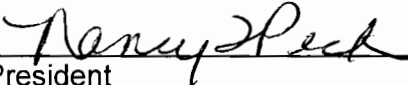
The President of the Association and/or his/her designee, shall be granted time without loss of pay for NYSUT Representative Assembly and other Association business. Such time shall not exceed a total of five (5) school days.

**ARTICLE 16**  
**DURATION OF AGREEMENT**

This contract shall become effective on July 1, 2014 and shall continue in effect through June 30, 2018.

Bainbridge-Guilford Support Staff  
Association

Chief Executive Officer  
Bainbridge-Guilford Central School

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Chief Executive Officer

1/28/15  
\_\_\_\_\_  
Date

1/28/15  
\_\_\_\_\_  
Date

NP/njg  
cwa 1141

**APPENDIX A –Statement of Grievance**

Grievance No. \_\_\_\_\_

BAINBRIDGE-GUILFORD SUPPORT STAFF ASSOCIATION  
Bainbridge, New York

Statement of Grievance

Date: \_\_\_\_\_

Stage: \_\_\_\_\_

Aggrieved Party \_\_\_\_\_

Position \_\_\_\_\_

Provision Violated \_\_\_\_\_

\_\_\_\_\_

Time and Place Event or Condition Existed \_\_\_\_\_

\_\_\_\_\_

Nature of Grievance \_\_\_\_\_

\_\_\_\_\_

Identity of Party and/or Association Responsible for Said Grievance

\_\_\_\_\_

Redress Sought \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signed \_\_\_\_\_  
Employee

Signed \_\_\_\_\_  
For the Association

## APPENDIX B – Sick Leave Bank

### BAINBRIDGE-GUILFORD CENTRAL SCHOOL NON-INSTRUCTIONAL SICK LEAVE BANK

- A. There shall be an Non-Instructional Sick Leave Bank to be administered by a Committee for a term of one year. The Committee shall consist of one Board Member, two Administrators, one member of the BGSSA and one other non-bargaining unit member.
- B. Upon completion of one (1) full year of service to the school, employees may become members of the Sick Leave Bank. The member must notify the District in writing by September 30<sup>th</sup> and upon timely notification donate one (1) sick day to the bank.
- C. All employees will continue as a member until written notification of withdrawal is received by the District. Any member that chooses not to donate days to the Bank must notify the district in writing by September 30<sup>th</sup>.
- D. The balance of sick leave bank days on June 30th of each year shall be carried over to the next year.
- E. When an employee is drawing paid time from the sick bank, all benefits will continue.
- F. A sick leave bank member may make application to the Sick Bank if they meet all the below listed criteria:
  - (1) The employee is unable to perform their regular job due to a disabling non-work related illness and/or a disabling non-work related injury.
  - (2) The application is accompanied by a signed "Employee Leave Certification Form." (Physician and employee signatures.)
  - (3) The employee has exhausted all other forms of paid leave, excluding vacation.
  - (4) The application is made on the prescribed form.
- G. The Committee shall review the completed Sick Bank Request Form and Employee Leave Certification Form and approve or disapprove request for use of the Bank.

Each request for Sick Leave Bank usage shall be considered on an individual basis. Each employee as a condition of applying for Sick Leave bank shall authorize the District to release to the Sick Leave Bank Committee his/her medical records related to the sick bank request and attendance records for review in connection with making the determination required herein. The Committee will keep such information in strict confidence.

The Sick Bank Committee may request additional information if needed to make a final determination.

- H. No employee shall be eligible to draw more than one hundred and twenty (120) days lifetime maximum.
- I. Employees shall be informed by the Committee of their ability to apply for disability retirement where applicable.
- J. The Sick Bank may grant partial days when a employee is capable of working part-time and the District accepts them back to work part-time (e.g., light duty).
- K. Disability which arises from pregnancy and childbirth shall be treated in the same manner as any other illnesses or injury. However, in no case shall the Sick Bank be used for family sickness or child care purposes.
- L. The decision of the Committee shall be final and not subject to grievance.