

**AGREEMENT BETWEEN**

**BAINBRIDGE-GUILFORD CENTRAL SCHOOL  
SUPERINTENDENT**

**-- AND --**

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

*July 1, 2021 through June 30, 2024*

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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 July 1, 2021 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 (with the exception of student employees), 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, Director of Facilities II, Transportation Supervisor, CSE Chairperson, and Building Principals.

## **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**

#### **A. Declaration of Purpose**

Whereas, the establishment and maintenance of a harmonious and cooperative relationship between the District and its bargaining unit members is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of bargaining unit members through procedures under which they may present grievances free from coercion, interference, restraint, discrimination, or reprisal, and by which the District and its bargaining unit members are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

#### **B. Definitions**

1. A GRIEVANCE is any violation of this agreement or any dispute with respect to its meaning or application.
2. AGGRIEVED PARTY shall mean any person or group of persons in the negotiating unit filing a grievance.
3. PARTY-IN-INTEREST shall mean the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.

4. GRIEVANCE COMMITTEE is the committee created and constituted by the Association.
5. HEARING OFFICER shall mean any individual or board charged with the duty of rendering decision at any stage of this grievance procedure.
6. SUPERVISOR shall mean the immediate administrative officer in charge of the building or educational area where the alleged grievance arises.

C. Procedure

1. All formal grievances shall include the name and position of the aggrieved party, the identity of the provision of this agreement involved in the said grievance, the time and place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party and shall be filed on the form shown in Appendix A.
2. Except for informal decisions at Stage 1, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions, and supporting reasons therefore.
3. If a grievance affects a group of bargaining unit members, it may be submitted by the Association.
4. The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment but outside of the hours of teaching.

All reasonable effort will be made to avoid interruption of classroom activity or workspace and to avoid involvement of students in any phase of the grievance procedure.

5. The District and the Association agree to facilitate any investigation which may be required and to make available any and all materials and relevant documents, communications and records concerning the alleged grievance.
6. Except as otherwise provided in E.1 and E.2, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him/her to testify and to call witnesses on his/her own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.
7. No interference, coercion, restraint, discrimination, or reprisal of any kind will be taken by any person against the aggrieved party, any party of interest, or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

8. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
9. If any provision of this grievance procedure or any application thereof to any bargaining unit member or group of bargaining unit members in the negotiating unit shall be determined by any court to be 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.

D. Time Limits

1. Since it is important to good relationships that a grievance be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
2. No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within twenty-five (25) school days after the bargaining unit member knew of the act or condition on which the grievance is based. If the bargaining unit member was not directly informed in writing of the matter on which the grievance is being based, the time limit for filing a grievance shall be thirty-five (35) school days.
3. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement will be barred.
4. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
5. In the event a grievance is filed on or between June first (1st) and September first (1st) inclusive, the time limits set forth in Section E below shall be interpreted to be calendar days excluding Saturdays and Sundays, instead of school days.

E. Stages in the Grievance Procedure

1. Stage 1 - Informal Stage

A bargaining unit member having a contractual grievance will discuss it with his/her supervisor either directly or through a representative with the objective of resolving the matter informally. The bargaining unit member or representative shall state that the discussion involves a grievance. If the bargaining unit member submits the grievance through a representative, the bargaining unit member may be present during the discussion of the grievance. If the grievance is not resolved informally within twelve (12) school days after notification, it shall be reduced to

writing and presented to the supervisor at stage 2 within six (6) school days.

2. Stage 2 - Supervisor

Within six (6) school days after the written grievance is presented to the supervisor, the supervisor shall render a decision thereon, in writing, and present it to the aggrieved party, his representative and the Chief Executive Officer.

3. Stage 3 - Chief Executive Officer

- a. If the bargaining unit member initiating the grievance is not satisfied with the written decision at the conclusion of Stage 2 and wishes to proceed further under this grievance procedure, the bargaining unit member shall, within six (6) school days, present the grievance to the Association's grievance committee for its consideration.
- b. If the grievance committee determines that the bargaining unit member has a meritorious grievance, then it will file a written appeal of the decision at Stage 2 with the Chief Executive Officer within six (6) school days after the bargaining unit member has received such written decision. Copies of the written decision at Stage 2 shall be submitted with the appeal.
- c. Within ten (10) school days after the receipt of the appeal, the Chief Executive Officer shall hold a hearing with the grievant and the representative(s) of the grievance committee. Representatives of either side and other parties-in-interest may also be involved in the hearing.
- d. The Chief Executive Officer shall render a decision in writing to the bargaining unit member and the Association Grievance Committee within six (6) school days after the conclusion of the hearing.

4. Stage 4 – Board of Education

- a. If the aggrieved party and/or the Association are not satisfied with the decision after Stage 3, an appeal may be filed in writing with the Board of Education within six (6) school days after receiving the decision at Stage 3.
- b. Within ten (10) school days after receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session.
- c. Within ten (10) school days after the conclusion of the hearing the Board of Education shall render a decision, in writing, on the grievance. Such decision shall be promptly transmitted to the grievant and the Association.

5. Stage 5 - Arbitration

- a. After such hearing, if the Association is not satisfied with the decision at Stage 4, the grievance may be submitted to arbitration. The intention to advance to arbitration shall be by written notice to the Chief Executive Officer from the Association Grievance Committee, within ten (10) school days of the decision at Stage 4.
- b. The Chief Executive Officer and/or the Association will make application for arbitration to the American Arbitration Association. The parties and the arbitrator will then be bound by the rules and procedures of the American Arbitration Association, whichever is selected.
- c. The selected arbitrator will hear the matter promptly and will issue his/her decision as promptly as possible from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs have been submitted to the arbitrator. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issue.
- d. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement.
- e. To the extent provided by law, the decision of the arbitrator shall be final and binding upon all parties.
- f. The costs of the service of the arbitrator, including expenses if any, will be borne equally by the District and the Association.

**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, 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. Effective July 1, 2019, membership is mandatory in the Non-Instructional Sick Leave Bank. All current employees employed more than one (1) year and not currently members of the Sick Bank will be required to become members of bank and will begin donations of days per the Sick Bank Program in Appendix B. New employees will be become members as per the Sick Bank Program in Appendix B.
- e. When an employee resigns he/she may contribute twenty (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; 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, unpaid leave may be requested through the building principal, or supervisor, subject to review by the superintendent. It is understood that applicable accumulated time must be used before requesting unpaid time. 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 shall be provided as follows:

Each bargaining unit member 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-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 three (3) 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".

Bereavement leave is provided for employees working at least (15) hours per week on the payroll notification form shall be provided as follows:

Each bargaining unit member may be allowed up to two (2) 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.

## **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 (12 month only) | 8. Day after Christmas*    |
| 2. Labor Day (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                    | 14. Juneteenth*            |

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

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

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, Christmas, New Year's Day and Presidents' Day.

## **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 employee is granted a twelve (12) month position, the following shall apply for purposes of vacation accrual:

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

Example: 11 years of service = 4.4 years service credit

12 month position: 70% of years of District service

Custodial Worker MOA – specific employee unpaid leave (separate from contract)

### **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>2021-2022 Incentive</u>	<u>2022-2023 Incentive</u>	<u>2023-2024 Incentive</u>
0 days	\$525	\$525	\$525
1 day	\$450	\$450	\$450
2 days	\$400	\$400	\$400
3 days	\$350	\$350	\$350

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

### **Conference Days/Staff Development Days**

On designated conference days and half day Staff Development Days, the District shall provide professional related tasks and/or training. Employees are not eligible for unpaid time in lieu of attending conference days.

## **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.

- A. Employees and retirees shall have three (3) health insurance plan options. Annually, employees and retirees shall have the option of remaining in their chosen plan or selecting a new plan during the designated annual open enrollment period.
- B. For employees electing to participate in a District offered Health Insurance plan, the District agrees to pay the following portion of the premium for the selected Health Insurance plan or a comparable plan beginning July 1, 2021:

95% for Single coverage  
90% for Employee/Spouse  
90% for Employee/Child(ren)  
85% for Family coverage

For employees hired on or after July 1, 2023, 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/Spouse  
88% for Employee/Child(ren)  
85% for Family coverage

#### **1. COPAY PLAN OPTION:**

Excellus Blue PPO Signature Copay 1 – Attached as Appendix C

The Excellus Blue PPO Signature Copay 1 health insurance plan consists of a \$15/\$25 PCP/Specialist office visit copays, \$250 emergency room copay and the following prescription benefits:

- \$5 copay: Tier 1 generic prescriptions, Tier 2 corticosteroids
- \$25 copay: Tier 2
- \$50 copay: Tier 3
- Mail Order (90 Days supplies) are available for 2 copays per mail order

#### **2. HDHP – Health Reimbursement Account (HRA) Only OPTION:**

Excellus Blue PPO Signature Deduct 3 – Attached as Appendix C

- 1. For employees and retirees who elect to participate in the Excellus BluePPO Signature Deduct 3 plan HRA Only Option, the District will fund 100% of the annual out-of-pocket (OOP) maximum of \$6,000 for an

Individual policy or \$12,000 for an Emp/Child(ren), Emp/Spouse or Family policy through an HRA administered by a Third-Party Administrator (TPA). OOP expenses include medical and prescription expenses for qualified **in-network** expenses only which includes deductibles, co-insurance, and pharmacy copays.

2. The district will make every effort to ensure that the chosen TPA provides a procedure for automated payments, such as debit cards.
3. Any and all administrative fees associated with the HRA plan option for participating employees and retirees shall be paid by the district.

**3. HDHP – Health Savings Account (HSA)/HRA Stack OPTION:**

Excellus Blue PPO Signature Deduct 3 – Appendix C

1. For employees and retirees electing to participate in the Excellus BluePPO Signature Deduct 3 plan with HSA/HRA stack option, the District shall contribute the following amounts to an employee-owned Health Savings Account (HSA) administered by a TPA for the purpose of being used toward the plan deductible:
  - a. Single Coverage - \$1,400
  - b. Employee/Spouse, Employee/Child(ren) or Family Coverage - \$2,800
2. Once qualified in-network expenses reach the deductible amount of \$1,400 for an Individual policy or \$2,800 for an Emp/Child(ren), Emp/Spouse or Family policy, a district-funded HRA will be used to cover 100% of the remaining OOP maximum of \$6,000 for an Individual policy or \$12,000 for an Emp/Child(ren), Emp/Spouse or Family policy. OOP expenses includes medical and prescription expenses for qualified **in-network** expenses which includes deductibles, co-insurance, and pharmacy copays.
3. Participating employees and retirees may elect to contribute additional amounts to their HSA subject to IRS regulations and limitations.
4. When an employee or retiree no longer participates in the HDHP – HSA/HRA Stack plan, all elected employee HSA payroll contributions and employer-funded HSA contributions will cease.
5. The District will make every effort to ensure that the chosen TPA provides a procedure for automated payments, such as debit cards.
6. Any and all administrative fees associated with the HDHP - HSA/HRA Stack plan option for participating employees and retirees shall be paid by the district. If an employee or retiree chooses another insurance option, leaves the district, or reaches the age of 65 but has a balance remaining in their HSA account, the employee/retiree or former employee may be responsible for monthly administrative fees associated with their HSA account.

7. The District shall contribute to participating employee and retiree HSA's as follows:
  - A. For participating retirees, the HSA shall be funded 100% annually each July 1 (\$1,400 for Single plans, \$2,800 for Employee/Spouse, Employee/Child(ren) and Family plans).
  - B. For 10-month participating employees:
    1. July 1, 2021 – The HSA shall be funded at 100% (\$1,400 for Single plans, \$2,800 for Employee/Spouse, Employee/Child(ren) and Family plans).
    2. July 1, 2022 and thereafter – The HSA shall be funded 50% on July 1 and the remaining 50% on September 1 annually.
    3. Funding of the HSA for new employees hired in the month of September will be funded 100% and funded immediately.
    4. Funding of the HSA for new employees hired mid-year (after September 30) will be prorated (# months in plan year/10 months) and funded immediately.
  - C. For 12-month participating employees:
    1. The HSA shall be funded 100% annually each July 1 (\$1,400 for Single Plans, \$2,800 for Employee/Spouse, Employee/Child(ren) and Family plans).
    2. Funding of the HSA for new employees hired mid-year (after July 31) will be prorated (# months in plan year//12 months) and funded immediately.

### **Retiree Health Insurance**

The Board agrees to make available to retired employees the identical Health Plan they would enjoy if actively employed.

The District will pay fifty percent (50%) of the premium of the employee rate only for retired members retiring after July 1, 2021 who meet the following conditions:

1. Employees must have served for fifteen (15) continuous years in the Bainbridge-Guilford School District.
2. Employees must be eligible to retire under, but not necessarily be a member of, the Employees' Retirement System, with or without diminishment.

The District will pay its share of the premium until the retired member reaches age of Medicare eligible. The employee may cover eligible dependents by paying the full premium.

### **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.

### **Life Insurance Plan**

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 (Single)
2. Life Insurance (Family)

## **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. Employees who have previously retired from Bainbridge-Guilford and/or are receiving their pension benefits from ERS are ineligible for the retirement bonus.
2. The employee must notify the district in writing six (6) 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 60% 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
2021-2022	\$60	200
2022-2023	\$60	200
2023-2024	\$65	200

B. The following terms shall apply to the retirement bonus:

1. No employee may receive cash in lieu of or as an alternative to any of the employer's non-elective contributions described below.
2. Any employee participating in this 403(b) retirement program shall have established a 403(b) retirement account and given notice to the District of the establishment of the account prior to the employee's retirement date. Failure on the part of the employee to establish a 403(b) account prior to the employee's retirement date shall result in forfeiture of entitlement to any monies due under this Article VIII; Retirement Bonus.
3. The employer agrees to make a non-elective employer contribution for the amount the employee is entitled to under Article VIII – Retirement Bonus. Such contribution will be made to a 403(b) program able to accept employer contributions as defined in the Internal Revenue Code. This contribution will be processed within 60 days of retirement. The Association and the employer mutually agree to remit the non-elective employer contribution to the employee's 403(b) account using the following guidelines.
  - a. The contribution shall be subject to the contribution limits as outlined in the Internal Revenue Code.
  - b. To the extent the amount exceeds the annual limit to the 403(b) account as defined by law in any year, any excess shall be carried over by the District without interest and the remainder would be paid into the account the following calendar year (January following the actual retirement) and will continue each subsequent January until all of the benefit has been paid.
  - c. In the event of the retired employee's death, any balance held by the employer will be paid to the estate of the employee.

## **ARTICLE 9 SALARY**

### **Pay Scale**

Increase returning employee's salaries by:

2021-2022	3.4% increase of 2020-2021 base rate
2022-2023	3.4% increase of 2021-2022 base rate
2023-2024	3.4% increase of 2022-2023 base rate

\*Employees shall receive the minimum wage increase on July 1 **OR** the bargained percent increase, whichever is greater.

Starting Salaries (minimum), effective July 1, 2019:

<b>Category 1</b>	<b>Category 2</b>	<b>Category 3</b>	<b>Category 4</b>	<b>Category 5</b>
<b>Minimum Wage</b>	<b>Minimum Wage + \$.20</b>	<b>Minimum Wage + \$.70</b>	<b>Minimum Wage + \$1.00</b>	<b>Minimum Wage + \$1.40</b>
Food Service Helper	Custodial Worker	Cook Manager	Typist	Building Maintenance Worker
School Monitor		Custodian		Groundskeeper
School Bus Attendant		Health Aid		Licensed Practical Nurse
Teacher Aide				

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

Starting rate may be increased at the discretion of the District commensurate with years of experience in the job title.

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.

## **Time Sheets**

All bargaining unit members will use a paper time sheet. Paper time sheets must be submitted to their supervisor/building secretary with all applicable absence slips at the end of the two week time period.

## **Second Shift Premium**

Second shift employees (those employees who have a majority of their shift fall between the hours of 4:00 p.m. and 7:00 a.m.) 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:

Effective July 1, 2021 as follows:

Years Service	10-Month Employees	12-Month Employees
5 Years	\$250	\$250
7 Years	\$350	\$400
10 Years	\$450	\$550
15 Years	\$650	\$800
20 Years	\$850	\$1,000
25 Years	\$1,150	\$1,300
30 Years	\$1,450	\$1,600

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

### **Coaches/Advisors/Chaperones/Extra-Curricular Activities**

Pay for coaches/advisors/chaperones/extra-curricular activities 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. Substitute Teaching rates shall be the substitute teacher rate approved during the

annual Board of Education Reorganization Board meeting or \$2.00 per hour additional when substituting in a content area only, whichever is higher.

## **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  
Custodian  
Food Service Helper  
Groundskeeper  
Health Aide  
LPN  
Teacher Aide  
School Monitor  
Typist

### **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. All shirts shall have a school approved logo. 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 pro-rated). 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.

The supervisor shall have authority to purchase sweatshirts or jackets in place of uniform pieces as long as the total cost does not exceed the cost of the total allowed pieces. Current uniforms without logo can continue to be worn.

## Food Service Uniforms

Each ten-month food service worker shall, upon employment, and then annually, receive four (4) golf style uniform shirts which may include short or long sleeve polos. All shirts shall have a school approved logo. 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.

The supervisor will have final approval on the mix of replacement uniforms ordered. The supervisor shall have authority to purchase sweatshirts or jackets in place of uniform pieces as long as the total cost does not exceed the cost of the total allowed pieces. Current uniforms without logo can continue to be worn.

## Professional Dress

Employees shall dress in a professional manner during the school day unless classroom or school-wide activities scheduled warrant dress other than what is deemed appropriate professional attire. (classroom projects, labs, and parties as well as field trips, field days, and dress down days may be exceptions with administrator approval.)

### Unacceptable Professional Dress includes:

- Blue Jeans (allowed on Friday only /Colored jeans acceptable)
- Casual Shorts (Professional shorts acceptable)
- Athletic Wear
- Beach Style Flip Flops
- Revealing Clothing/Clothing with offensive words or offensive graphics

## 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 4:00 p.m. and 7:00 a.m.) 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. Effective July 1, 2021, all custodial positions shall be 12 month positions. Effective July 1, 2021, all typist positions shall be 12 month positions.
2. 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.
3. Using the above calendar the business office will be able to calculate and provide a predictable income.
4. All ten-month Teacher Aides, Health Aides, LPN's will work a minimum of one hundred eighty-two (182) days per year if there are two staff development days or one hundred and eighty-one (181) days per year if there is one staff development day between the start of school and June 30. The first one or two staff development days shall occur previous to the start of the student school year. Should a ten-month Teacher Aide, , Health Aide, or LPN be approved by the Superintendent to work a staff development day (other than the first and/or second one) the employee will be paid at the employee's hourly rate for the time approved. Should a ten-month Teacher Aide, , Health Aide, or LPN be required to work beyond the one hundred eighty one days or one hundred eighty-two (182) 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.
5. Paid emergency days shall be considered paid days for the purpose of calculating the minimum days per year.

6. The normal workday, while school is in session, for 12-month Typists is eight (8) hours per day and forty (40) hours per week. The actual work week is thirty-nine and one-half (39.5) hours per week (i.e. one half hour less every Friday).
7. 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 12-month Typists are compensated for forty (40) hours, however, the actual work week is thirty-seven (37) hours per week (i.e. one-half hour less each day and one hour less on Friday).

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

#### **Delayed Emergency Opening**

Ten-month employees shall report to work at the delayed time and not have the delay time deducted from their regular hours..

Twelve-month employees shall report to work at their regular time.

#### **Emergency Day(s) / Unused Snow Day(s)**

**Ten-month employees shall be paid and will not report to work on Emergency Days / Unused Snow Day(s).**

Twelve-month employees shall be paid and shall report to work as follows unless directed otherwise by the Superintendent:

- Employees shall report to work for 6 hours but shall be compensated for an 8 hour day. Employees shall have the option of flexing their regular hours to accommodate the 6 hour work day in cooperation with their supervisor.
- If additional time is needed to address emergency closing situations in excess of the shortened work schedule including when flexed, employees shall be paid time and a half.
- The first instructional day that is removed from the school calendar as a result of an unused emergency day, twelve-month employees shall be paid and not have to report to work. If additional instructional days are removed from the school calendar, the Superintendent, at his/her discretion, may grant additional days off with pay.

#### **Early Emergency Closing**

Ten-month employees shall leave at dismissal time and be paid for their regular hours.

Twelve-month employees shall work 6 hours and be paid for an 8 hour day. If additional time is needed to address the early emergency closing situation in excess of the shortened schedule including when flexed, employees shall be paid time and a half. Second shift employees shall have the option of flexing their regular hours to accommodate the 6 hour work day in cooperation with their supervisor.

## **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.

## **ARTICLE 12 SUBCONTRACTING**

A. 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:

1. Students or other temporary employees
2. Supervisors
3. Emergency or extra-ordinary circumstances
4. BOCES shared services

It is understood that there is no entitlement to overtime.

B. 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 work day 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.

**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, 2021 and shall continue in effect through June 30, 2024.

Bainbridge-Guilford Support Staff Association

Bainbridge-Guilford Central School District

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NANCY L. PECK  
Association President

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TIMOTHY R. RYAN  
Chief Executive Officer

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Date

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Date

**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 a 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, Bargaining Unit Members will become mandatory members of the Sick Leave Bank and shall donate one (1) sick day per year to the Bank.
- C. When the Bank exceeds five (5) times the number of members, member contributions will not be required again until the Bank falls below two (2) times the number of members. Members will then be required to replenish the Bank at that time and each September (10 month) or each July (12 month) until the maximum again is reached. If a member does not have sick time available, the contribution shall be made in the beginning of the subsequent school year when new days become available.
- 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 an 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.