BAINBRIDGE-GUILFORD CENTRAL SCHOOL DIRECTOR OF FACILITIES II PERSONNEL AGREEMENT July 1, 2021- June 30, 2024

The following terms and conditions shall apply to the Director of Facilities II.

HOURS

As necessary to perform the functions of the position.

WORK YEAR

Twelve months - 260 days

SICK LEAVE

The Director of Facilities II 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).

Membership in the Support Staff sick leave bank program is available on a voluntary basis. Specific information regarding the sick leave bank policy is available from the Business Office.

The District provides Section 41-j of the Employees' Retirement System that applies unused unpaid sick leave as additional service credit. Members who receive a cash payment for accumulated sick leave days at retirement are not eligible for the additional service credit for those days. The balance of unpaid accumulated sick days will be reported as additional service credit days to the Retirement System. Payments for unused sick leave cannot be considered in the calculation of a member's final average salary.

PERSONAL BUSINESS LEAVE

Employee will be allowed 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
- Legal business f)
- Emergency accident within immediate family; g) relative or close friend.
- Emergency situations at home (i.e. flooding, roof h) collapse, fire, plumbing, electrical, heating)

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

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

If the 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 Superintendent. A reason for such leave must be given if requested, and each request must be made three days in advance. Any unused personal business days will be added to the cumulative sick days at the end of the school year.

PAID HOLIDAYS

Regardless of the day of the week on which they fall, the Director of Facilities II shall be privileged to observe the following holidays with pay:

- 1. Independence Day
- 2. Labor Day
- 3. Columbus Day
- 4. Veterans Day
- 5. Thanksqiving
- 6. Thanksgiving Friday
 7. Christmas Day
- 7. Christmas Day

- 8. Day after Christmas*
- 9. New Year's Day
- 10. Martin Luther King Day
- 11. Washington's Birthday
- 12. Good Friday
- 14. Juneteenth (if applicable)

*Day before Christmas may be selected, instead of the day after at Superintendent's discretion.

PAID VACATION

The Director of Facilities II shall qualify for vacation with pay based on the following schedule with credit given for time employed in the district to-date:

Years 1 through 5 - 20 days Beginning 6th Year - 22 days Beginning 8^{th} year - 23 days Beginning 10th year - 25 days Beginning 12th year - 26 days Beginning 14^{th} year - 27 days Beginning 16th year - 28 days Beginning 17th year - 29 days Any vacation time accrued upon retirement will be prorated in accordance with the Bainbridge-Guilford C.S.D. Vacation Policy.

A carryover of five (5) vacation days from one school year to the next will be allowed. Unused vacation time beyond the five (5) carryover days must be used on or before August 31st or will have the option to sell back up to 5 unused vacation days at the current daily rate $(1/260^{\rm th})$ to be paid out during the month of September.

BEREAVEMENT LEAVE:

Employee may be allowed up to five (5) days a school year for death in the immediate family, (spouse, children, father, mother, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in law, grandparents, grandparents-in-law). 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 Superintendent may, at his discretion, expand the definition of the term "immediate family".

JURY DUTY

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

HEALTH INSURANCE

The Board agrees to pay for Excellus BCBS \$10 Copay/\$100 ER Copay plan or a comparable plan beginning July 1, 2018. The rates the Board agrees to pay are as follows:

- 95% for Individual 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.

DENTAL INSURANCE

The Board will pay 55% of the cost of the plan for Single, Family, Employee/Spouse or Employee/Child coverage.

LIFE INSURANCE

The Director of Facilities II is 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:

	Single	Family
Hired before 7/1/08	95%	85%
Hired on or after 7/1/08	90%	80%

RETIREMENT BONUS

- 1. Employee must be eligible to retire from New York State Employees' Retirement System.
- 2. Payment shall be based on 60% of the total accumulated sick leave upon the effective date of retirement. The employee will be paid at their daily rate in effect upon date of retirement $(1/260^{\rm th})$.
- 3. Payment will be made as an employer non-elective contribution to the employees existing 403b account within 60 days of retirement. To the extent that the bonus amount exceeds the employees annual 403b limit as defined by law in any year, any excess shall be carried over by the District without interest and the remainder will be paid into the account the following calendar year in January and each subsequent January until all of the bonus has been paid. Failure to establish a 403b account prior to the date of retirement will result in the forfeiture of the retirement bonus.
- 4. The employee must notify the district in writing six months prior to the effective date of retirement to qualify for the retirement bonus. Notification must be in the form of a letter of resignation.

As an alternative to the Retirement Bonus employee 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.

RETIREMENT HEALTH INSURANCE

District agrees to make available to the retired Director of Facilities II (DOF II) the identical Health Plan they would enjoy if employed. The retired DOF II will remit to the Business Office the amount payable on a monthly, quarterly, semi-annually, or annual basis as the retiree desires, based on the rates as outlined below:

The District will pay sixty-five percent (65%) of the premium of the single rate only for the retired DOF II who meets the following conditions:

- The DOF II must have served for ten (10) continuous years in the Bainbridge-Guilford Central School District.
- The DOF II must retire under the New York State Employees' Retirement System.

The District will pay its share of the premium until the retired DOF II reaches age sixty-five (65). The DOF II may cover

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

UNIFORMS

The Director of Facilities II 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.

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.

PROFESSIONAL DEVELOPMENT

The Bainbridge-Guilford Central School District recognizes the need and encourages the participation in professional development activities. The activities below are examples of possible professional development opportunities that the employee may select but is not intended to restrict professional development activities. A total amount not to exceed \$1,000 may be used for professional development activities chosen with prior approval from the Superintendent. Examples of activities include but are not limited to:

- Professional organization dues except dues for any organization/association that is or could act in the future as the bargaining agent.
- Cost of attendance at professional development activities that benefit organizational goals.
- Subscriptions to periodicals relevant to the position of the Director of Facilities II.

Costs for any professional development activities must be reflected in the budget prepared by the Director of Facilities II.

JUST CAUSE

Director of Facilities II shall not be dismissed, disciplined or reduced in rank without just cause in additional to Civil Service Section 75 rights.

WAGES

The returning Director of Facilities II will receive increases in base wages as follows:

2021-22 - 3.4% 2022-23 - 3.4% 2023-24 - 3.4%

CAPITAL PROJECT STIPEND

The Director of Facilities II will receive a \$1,500 stipend each school year for assistance with an upcoming or ongoing capital project through the completion phase.

DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2021 and shall continue in effect through June 30, 2024.

Dated this 6 Day of August in the Year 2021

Timothy R. Ryan Superintendent

James Rideout

Director of Facilities II