

Schenectady City School District

Management/Confidential Employee Handbook

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I - Covered Positions

The Public Employees Fair Employment Act, commonly known as the Taylor Law, is a labor relations statute covering most public employees in New York State including those employed by school districts. While the Taylor Law authorizes collective bargaining for most school district employees, it does not permit Management/Confidential Employees (M/C) to organize or to collectively bargain the terms and conditions of employment due to the nature of the work their positions require, as defined by that law.

This Employee Handbook covers all Management/Confidential (M/C) positions as well as a number of other positions not covered by the various collective bargaining agreements in place in the district. All covered positions shall be referred to as Management/Confidential employees throughout this handbook.

Group A District Directors
 Assistant to the Superintendent
 Schenectady High School Principal

Group B Assistant Director
 Service Manager
 Public Information Officer
 Development Officer

Group C Program Specialists
 Secretary to the Superintendent
 M/C Secretaries

II - Work Schedule Groups A, B and C

- A. Management/Confidential positions shall work a twelve (12) month year. All work periods and related benefits shall be considered on a full 12-month basis for the fiscal year from July 1st to June 30th.
- B. The regular work day shall be 7.5 hours typically 8:00 am to 4:30 pm, including a one hour unpaid duty free lunch period. Only positions in Group C may be eligible to receive payment for assigned and authorized overtime.
- C. The schedule for snow days is at the discretion of the Superintendent.

III - HOLIDAYS

A. Twelve-month Management/Confidential employees shall receive fourteen (14) paid holidays. The following is a list of the holidays for a typical year:

- | | |
|--------------------------------------|--|
| 1. Independence Day | 8. Christmas Day |
| 2. Labor Day | 9. New Years Day |
| 3. Columbus Day | 10. Martin Luther King Day |
| 4. Veterans Day | 11. President's Day |
| 5. Thanksgiving Day | 12. Good Friday |
| 6. Friday following Thanksgiving Day | 13. Memorial Day |
| 7. Christmas Eve (or day after) | 14. Floating Holiday (to be scheduled by the district) |

IV – Leave Days

A. **Vacation Days** – Twelve-month Management/Confidential employees shall be entitled to 15 vacation days each year. An additional day of vacation entitlement will be added for each additional year of service for up to a maximum¹ of twenty (20) vacation day for Groups B and C and twenty-five (25) vacation days for Group A.

This annual entitlement shall be prorated during the first and last fiscal year of employment.

Management/Confidential employees are expected to schedule use of their vacation time so as to permit the timely completion of their responsibilities. Employees shall submit requests for summer vacations by June 1st of each year and otherwise at least two weeks in advance. The Superintendent shall respond to any vacation request within two weeks.

The Superintendent shall retain the discretion to approve or disapprove any vacation requests. Approval of such requests shall not be unreasonably withheld but the decision of the Superintendent shall be final. In considering any vacation requests, the Superintendent is required to take into consideration the need for coverage.

Up to ten (10) unused vacation days may be carried forward in any year. However, such carry over must be approved in advance by the Superintendent only.

An employee may apply to cash in up to five (5) days of unused vacation days at the sole discretion of the Superintendent.

In extraordinary circumstances, due to operational needs of the District, the Superintendent, in his/her sole discretion, may approve the payout of unused

¹ For those employees who currently have a vacation entitlement that is greater than would be the case under this language, that vacation entitlement would continue to be honored.

vacation time exceeding those amounts as defined in the preceding paragraphs.

An employee will be reimbursed at separation of employment for the value of any unused accumulated vacation days and a pro-rated share of any new vacation days, up to a limit of 38 total days.

- B. Sick Leave** – Twelve-month Management/Confidential employees shall be entitled to eighteen (18) sick days at the start of each year. The district shall allow accumulation of unused sick days up to a maximum of 330 days for Groups B and C, and 360 days for Group A.
- a. Permissible Uses – The employee may use sick leave days for an illness or injury they may suffer or an illness or injury suffered by a member of their immediate family. Immediate family shall be defined as the employee’s spouse, child, parent (or another person in a parental relationship) and a member of the same household as the employee.
 - b. Verification – A doctor’s certificate is required after the five consecutive days of absence, but may be required after any use of sick days.
- C. Personal Business Leave** - Management/Confidential employees may use up to five (5) days of accumulated sick leave for personal business leave each fiscal year. Personal Business shall be used to attend to personal, legal or business matters that cannot be performed during the work day and shall not be used for vacation, recreational purposes or employment by another employer.
- D. Bereavement Leave** – Management/Confidential employees shall be entitled to additional paid leave not to exceed five (5) days in the event of death to any employee’s spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, sibling, grandfather, grandmother, or grandchild. Absence for these purposes in excess of five (5) days in a school year shall be deducted from sick leave. Upon request, the employee shall produce suitable proof of death. Bereavement leave is not accumulative.
- E. Day Off In Lieu Of** -- There may be occasions when a **Management/Confidential** employee is required to work on a designated holiday. Examples include representing the District at a conference, recruiting event or similar event in which the Superintendent or supervising administrator has deemed it necessary or part of the employee’s job. (Please note that these are not the occasions when a staff member chooses to work, either at home or in-District.). This is subject to review and approval by the Superintendent.

Upon approval by the Superintendent, the employee will be entitled to take off another day in lieu of the holiday. The process will be to designate on the leave form in the “Other” category the date that is being taken off “in lieu of. The days “in

lieu of" must be taken by the end of the current school year in which it is incurred.

V - Insurances

- A. **Health Insurance** – Full-time Management/Confidential employees may participate in health insurance plans, including HMO options, made available by the district. Participation may be for individual or family coverage, when available. The District's annual contribution toward the payment of premiums shall be 87% for individual coverage and 84% for family coverage.
- B. **Dental Insurance** – Full-time Management/Confidential employees may participate in the dental insurance plan available through the District. Participation may be for individual or family coverage, when available. The District's annual contribution toward the payment of premiums shall be 87% for individual coverage and 84% for family coverage.
- C. **Vision Coverage** – The District will continue the vision care plan currently in effect, including examinations, eye glasses and contact lenses.
- D. **Disability** – Management/Confidential employees will be provided New York State statutory disability coverage.

VI – Retirement Benefits

- A. **Health Insurance** – Upon retirement, Management/Confidential employees with at least ten years of district service may participate in health insurance plans, including HMO options, made available by the district. Participation may be for individual or family coverage, when available. The District's annual contribution toward the payment of premiums shall be 88% for individual coverage and 85% for family coverage.
- B. **Dental Insurance** – Upon retirement, Management/Confidential employees with at least ten years of district service may participate in the dental insurance plan available through the District, up to age 65. Participation may be for individual or family coverage, when available. The District's annual contribution toward the payment of premiums shall be 87% for individual coverage and 84% for family coverage.
- C. **Sick Leave Payout** – Within three (3) years prior to the retirement of a Management/Confidential employee, the employee's salary shall be adjusted to provide for the payment of the value of one-quarter ($\frac{1}{4}$) of the total number of accumulated unused sick leave day up to a maximum of 330 days for those in Groups B and C and 360 days for those in Group A.

In the event that the employee dies prior to their retirement, the sick leave payout as calculated above shall be paid to their legal representative, or the beneficiary designed for such purposes.

- D. Special Retirement Incentive** – The district will continue to offer the special retirement incentive to only those Management/Confidential employees who were eligible to participate prior to July 1, 2011. See Human Resources for the list of these eligible employees and the details of the special retirement incentive.

VII – Tuition Reimbursement

- A.** Based on the prior approval of an immediate supervisor and the Superintendent, a Management/Confidential employee will be reimbursed for the cost of tuition for successful completion of job related college courses, seminars or other programs.
- a. 100% reimbursement for a final grade of A, or the equivalent
 - b. 85% reimbursement for a final grade of B, or “Pass,” when appropriate
- B.** The reimbursement shall be limited, as follows:
- a. The credit cost for any undergraduate program shall be determined by the undergraduate cost per credit hour for the SUNY at Albany
 - b. The credit cost for any graduate program shall be determined by the graduate cost per credit hour for the SUNY at Albany
 - c. However, under no circumstance shall the District pay more than two hundred and fifty dollars (\$250) per credit hour for undergraduate credit or pay more than four hundred dollars (\$400) per credit hour for graduate credit.

VIII – Expense Reimbursement

- A.** Management/Confidential employees shall be paid a travel stipend each year for all work related travel incurred within a twenty-five mile radius of their work location. The stipend will be \$2,500 for Group A positions, and \$750 for other designated positions.
- B.** Management/Confidential employees shall be reimbursed for all work related travel in a personal vehicle outside of a twenty-five mile radius of the primary work location. Such travel will be reimbursed at the IRS established mileage rate.

IX – Other

- A.** Management/Confidential employees shall be allowed to enroll their children in Schenectady City School District school tuition free on a space available basis.

X - COMPENSATION

- A. The salaries and benefits for Management/Confidential employee shall be set and maintained at a fair and adequate level to hire and retain qualified employees in these important positions.
- B. The Superintendent will annually review the salaries and benefits of Management/Confidential employees and submit recommendations for future salary increases and benefit changes to the Board of Education for their formal consideration.
- C. Salary increases for Management/Confidential employees shall be effective on July 1st for the start of a new fiscal year.