

AGREEMENT
between the
BOARD OF EDUCATION
of the
CITY SCHOOL DISTRICT of the CITY OF SCHENECTADY
and the
MIDDLE MANAGERS ASSOCIATION

July 1, 2018 – June 30, 2022

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ARTICLE 1

DEFINITIONS

1.1 Definitions

1.1.1 "Board" shall mean the Board of Education of the Schenectady City School District.

1.1.2 "District" shall mean the Schenectady City School District.

1.1.3 "Employee" shall mean the person holding one of the following positions:

POSITIONS
Accountability Specialist
Accountant
Accounting Supervisor
Assistant Director of Facilities
Assistant Manager of Data and Information
Assistant Manager of Data Processing
Assistant Manager of Employee Benefits
Community Learning Center Project Manager
Community School Coordinator
Community School Counselor & Family Engagement Facilitator
Computer Helpdesk Specialist
Custodial Supervisor
Data Analyst
Director of Facilities II
Energy Manager
Facilitator
Facilities/Health and Safety Assistant
Food Service Manager
Head Maintenance Mechanic
Instructional Support Specialist
IT Technician
Labor Supervisor
Manager of Data Processing
Manager of Electronics and Audio Visual Services
Manager of Employee Benefits
Network Analyst
Network and Systems Technician
Nurse Manager
Parent Empowerment Center Facilitator
Purchasing Agent
Student Support Specialist
Supervisor of Accounting and Payroll
Supervisor of Building and Grounds
Tax Collector
Transportation Supervisor

- 1.1.4** "Superintendent" shall mean the Superintendent of Schools for the Schenectady City School District.
- 1.1.5** "Unit" shall mean the bargaining unit representing the employees described in section 1.1.3.
- 1.1.6** That the titles of Head Utility Worker and Aquatics Manager are specifically excluded from the MMA bargaining unit.
- 1.1.7** The District does have the option to restructure duties and may choose to utilize the title of "Accountant" in filling some of these duties in the Business Office.

ARTICLE 2

ASSOCIATION RIGHTS

2.1 Recognition

2.1.1 The District agrees that the Association shall be the sole and exclusive representative for all employees occupying the titles set forth in section 1.1.3 for the purpose of collective bargaining and grievances. The District agrees not to negotiate in any way with any other organization or individual.

2.2 Agency Dues Deduction

2.2.1 The District agrees to comply with the New York State Civil Service Law, as amended, in regard to agency shop dues deductions.

2.2.2 The parties agree that for purposes of collection of union dues pursuant to the Taylor Law and the collective bargaining agreement between the parties, \$20.00 shall be collected from the payroll check of each member of the bargaining unit commencing July 23, 2010 and shall be transmitted to First New York Federal Credit Union. Such union dues deduction shall thereafter be deducted from the payroll check of each member of the bargaining unit on a bi-weekly basis.

ARTICLE 3

GRIEVANCE PROCEDURE

3.1 Step One - Initiation

- 3.1.1** A grievance shall mean a claimed violation, misinterpretation or inequitable application of the provisions of this Agreement.
- 3.1.2** If the Association believes that there has been a grievance, the Association may file a formal complaint on behalf of the aggrieved employee or employees. The grievance shall specify the nature of the grievance, including the section of the Agreement that was allegedly violated.
- 3.1.3** The grievance must be submitted, in writing, to the appropriate administrative or supervisory officer responsible for the area in which an alleged grievance arises within thirty (30) workdays from knowledge of the occurrence, or when the Association should have had knowledge. Failure to submit the grievance within said thirty (30) workdays shall make the grievance ineligible for appeal under this Article or any other procedure.
- 3.1.4** Within ten (10) workdays after receiving the grievance, the appropriate administrative or supervisory officer responsible for the area in which an alleged grievance arises shall meet with the aggrieved employee(s) and the appropriate representative of the Association. Within eight (8) workdays after said meeting, the administrative or supervisory officer shall issue a written response to the grievance.

3.2 Step Two - Appeal

- 3.2.1** If the Association is not satisfied with the response to the grievance at Step One, the Association may submit the matter to the Superintendent of Schools. The appeal must be submitted, in writing, within five (5) workdays from receiving the Step One response, or when the Step One response should have been received. Failure to submit the appeal within said five (5) workdays shall make the grievance ineligible for further appeal under this Article or any other procedure.
- 3.2.2** Within ten workdays after receiving the appeal, the Superintendent or the Superintendent's designee shall meet with the aggrieved employee(s) and the designated representative of the Association. Within eight workdays after said meeting, the Superintendent or the Superintendent's designee shall issue a written response to the grievance. Said response shall be given to the President of the Association.

3.3 Step Three - Binding Arbitration

- 3.3.1** If the Association is not satisfied with the response to the grievance at Step Two, the Association may submit the matter to arbitration by filing a demand for arbitration with the New York State Public Employment Relations Board in accordance with its rules and regulations. The demand for arbitration must be filed

within twenty (20) calendar days from receiving the Step Two response or when the Step Two response should have been received. Failure to file the demand within said twenty (20) calendar days shall make the grievance ineligible for arbitration or any other appeal and the case will be deemed to be closed.

3.3.2 All decisions rendered in such arbitration shall be final and binding upon both parties. The parties agree that interpretation of the express provisions of this Agreement may require examination of the administration of those provisions. However, this shall not imply that such examination gives rise to a substantive benefit not provided in this Agreement. Further, no arbitrator functioning under the procedures set forth in this Agreement shall have any power to amend, modify, or delete any provisions of this Agreement.

3.3.3 The arbitrator's fees shall be shared equally by the Association and the Employer.

ARTICLE 4

EMPLOYEE DISCIPLINE

4.1 Definitions

- 4.1.1** For purposes of this Article, an "employee" shall be defined as an employee in the competitive class permanent appointment who has completed his/her probationary period, or as an employee in the labor or non-competitive class who has been employed for more than one year in his/her position.
- 4.1.2** For purposes of this Article, "supervisor" shall mean a person who directly or indirectly supervises the employee but shall not include a member of the Unit.

4.2 Discipline for Just Cause

- 4.2.1** No employee with full-time service shall be disciplined except for just cause. Such employee shall be served with a written notice of the action and the specific charge(s). The notice shall include the penalty sought by the District. Simultaneously, a copy of the notice shall be sent to the President of the unit.
- 4.2.2** If the District determines that an employee, who is the potential target for discipline, is to be questioned, such employee shall be notified in writing of their right to have a union representative at such meeting.
- 4.2.3** Charges. The District shall provide the employee notice of the charge(s) with an explanation of the same and an opportunity to submit a written answer to the charge(s) within ten (10) calendar days of receipt of the charges. The charges shall state the penalty sought to be imposed by the District. Failure to file the answer, and if applicable a demand for arbitration, within said ten (10) calendar days shall make the matter ineligible for arbitration or any other appeal, and the charge will be deemed admitted by the employee and the District shall impose the penalty sought.
- 4.2.4** Superintendent Hearing. For charges in which the District seeks a penalty of a written reprimand or a suspension of five (5) days or less, the following procedure shall be employed: In the event an employee submits an answer denying to the charge(s), the Superintendent shall conduct a hearing on the charge(s) within ten (10) days and render a decision on the charge, including any penalty to be imposed, within ten (10) days after the conclusion of the hearing.
- 4.2.5** Arbitration. For charges in which the District seeks a penalty other than a written reprimand or a suspension of five (5) days or less, the following procedure shall be employed: In the event an employee's submits an answer denying to the charge(s), the employee may submit the matter to arbitration by filing a demand for arbitration with the New York State Public Employment Relation Board in accordance with its rules and

procedures unless the parties develop a mutually agreed upon panel of neutrals and attendant procedures. The arbitrator's fees shall be shared equally by the parties.

4.3 Suspension Without Pay

- 4.3.1** An employee who is charged with an act which generally is understood to constitute a crime or in a matter where termination is the penalty sought by the District may be suspended without pay for a maximum of thirty (30) days pending a hearing before an arbitrator. If the hearing is delayed beyond the thirty (30) day period and the delay can be attributed to the employee or the employee's representative, the District may continue to suspend the employee without pay until the hearing is resumed.
- 4.3.2** Following the initial thirty days (30) suspension period pursuant to section 4.3.1, an employee may be suspended without pay for an additional period of not more than forty-five (45) days. During the second period of suspension, the employee may use any accrued vacation and/or sick leave. If the hearing is delayed beyond the seventy-five (75) day period and the delay can be attributed to the employee or the employee's representative, the District may continue to suspend the employee without pay until the hearing is resumed.
- 4.3.3** After the seventy-five (75) day suspension period pursuant to sections 4.3.1 and 4.3.2, the employee shall be suspended with pay or ordered to report to work. If at the conclusion of the hearing the employee is found not guilty of the disciplinary charges, the employee shall be reimbursed for wages withheld during the disciplinary suspension for up to seventy-five (75) days and any accrued leave which was deducted shall be restored.
- 4.3.4** The foregoing provision in no way limits the District's ability to place an employee on leave with pay.

4.4 Appeal

- 4.4.1** Appeal to the Board of Education. If the employee disagrees with the decision of the Superintendent rendered pursuant to section 4.2.4, the employee may commence an appeal by filing a written letter of appeal to the Clerk of the Board within ten (10) calendar days from the date of the Superintendent's decision. The appeal shall be heard by the Board of Education within twenty (20) days of the submission of the letter of appeal. Within ten (10) calendar days after said hearing, the Board of Education shall issue a written decision. The decision of the Board of Education shall be final and binding upon all parties and shall not be subject to review.

4.4.2 All decisions rendered in an arbitration pursuant to this Article shall be final and binding upon both parties and shall not be subject to review.

4.5 Civil Service Rights

4.5.1 The procedure under this Article shall be the sole and exclusive procedure with respect to disciplinary actions and replaces Section 75 and 76 of the New York State Civil Service Law.

ARTICLE 5

SALARIES AND LONGEVITY

5.1 Salaries

5.1.1 Employees shall be assigned to the salary schedules as follows: When an employee is hired into one of these titles, the Superintendent shall have the discretion to pay the employee no less than the minimum salary, and up to an amount determined at the sole discretion of the Superintendent. Minimum salaries for any titles within the unit not listed below shall be established through negotiations:

Positions	Minimum Salary
Accountability Specialist	50,000
Assistant Director of Facilities	70,000
Assistant Manager of Data and Information	54,000
Community Learning Center Project Manager	57,000
Community School Coordinator	58,000
Computer Helpdesk Specialist	38,000
Custodial Supervisor	65,000
Data Analyst	62,000
Director of Facilities II	90,000
Food Service Manager	65,000
Instructional Support Specialist	49,500
IT Technician	48,500
Manager of Data Processing	53,000
Network Analyst	66,000
Network and Systems Technician	64,000
Nurse Manager	70,000
Parent Empowerment Center Facilitator	50,000
Purchasing Agent	53,000
Tax Collector	50,000
Transportation Supervisor	70,000

5.1.2 Active unit members shall have their current salaries increased as follows:

- A. For employees hired from January 1- June 30, 2018, their salaries shall be increased by 1%, retroactive to July 1, 2018, and then on July 1, 2019 as provided in 5.1.2 (C) below.
- B. For employees hired from January 1-June 30, 2019, their salaries shall be increased by 1% effective July 1, 2019, and then on July 1, 2020 as provided in 5.1.2 (C) below.
- C. For all other employees their salaries shall be increased as follows:

Effective July 1, 2018 2.5%
Effective July 1, 2019 2.5%
Effective July 1, 2020 2.5%
Effective July 1, 2021 \$500 added to base salary and then increased by 2.0%

5.1.3 All stipends and other compensation previously rendered to employees which are not contained in this contract shall be discontinued. Notwithstanding the discontinuation of stipends and other compensation previously rendered to employees, any duties performed for such stipends shall not be construed by either party to be work performed exclusively by members of the Unit.

5.2 Longevity

Longevity supplement salaries are earned on the basis of service in the city school district. Longevity payments will become effective on July 1st following completion of the service threshold.

5.2.1. Effective July 1, 2019 salaried employees, after rendering continuous and satisfactory service in the City School District, shall receive the following supplement salary:

- 12th-14th years of credited service = \$500 annual payment
- 15th-18th years of credited service = \$1,450 annual payment
- 19th year of credited service and after = \$1,850 annual payment

Effective July 1, 2019, longevity payments shall be processed annually on the first day of the fiscal year (July 1st) after which the employee reaches the applicable years of service as set forth above rather than the employee's anniversary date. Therefore, if the employee's 12th year of service begins at any time from July 1 through June 30 of 2020, he/she will receive longevity payments beginning on July 1, 2020.

5.3 Payroll Deductions

5.3.1 The following list constitutes organizations and funds for which deductions may be made:

Teachers Credit Union
New York State Retirement Loan Payment
Savings Bond
United Fund
Tax Sheltered Annuities

5.4 Flexible Benefit Deduction Plan

5.4.1 The District will provide a flexible spending plan to all interested employees for the following:

- child care
- health care
- elderly care

5.5 Compensatory Time

- a) The regular workday for bargaining unit members shall be 8 ½ hours with a one-hour lunch period from Monday through Friday during times established by the District.
- b) In the event a manager or supervising client requires an employee to work more than 8 1/2 hours in a single day inclusive of lunch, all time beyond 8 1/2 hours will be returned to the employee in the form of compensatory time on a one for one basis to be utilized by the employee within thirty days of its accrual, and with a minimum of forty-eight (48) advance written notice to the employee's supervisor. The employee's supervisor shall have the discretion to deny use of compensatory time if in the supervisor's judgment District needs require the employee to be in attendance on the day requested. Approval of the use of compensatory time will not be unreasonably withheld.
- c) In the event the supervisor denies utilization of the compensatory time within thirty days of its accrual, the employee will have an additional thirty-day period in which to utilize that time. If the employee's supervisor declines the request to utilize the compensatory time within the second thirty-day period, the employer will instead pay the employee the value of the time at 1 1/2 times the employees' hourly rate of compensation.
- d) Available compensatory time must be utilized by the employee before vacation time is used.
- e) There will be no carryover of compensatory time beyond sixty days from the day that it is earned.
- f) Absent exigent circumstances, any hours worked on Saturday, Sunday, or a contractual holiday will only be by mutual agreement between the employee and his or her supervisor. The employee will receive one hour of compensatory time for every hour worked on a Saturday, Sunday, or contractual holiday.

5.6 Pay Dates

The District, in its discretion, may pay employees every two weeks or on a semi-monthly basis. Prior to the issuance of any change in payroll practice, the District shall provide at least three months' notice to the Union. The total annual salary will be paid in equal amounts.

ARTICLE 6

HEALTH AND WELFARE BENEFITS

6.1 Health Insurance

The District shall provide hospitalization and major-medical insurance for each employee whose position is .5 or more of a time equivalent position and such employee's eligible dependent(s).

6.2.1 Patriot Blue. Effective January 1, 1996, the Employer shall offer the Patriot Blue Plan, whereby the health insurance benefits currently provided shall be maintained. Said plan shall contain the following copays, deductibles, and coinsurance:

a. In Network Services

Major Medical Services – For covered services (office visits, chiropractic care, and other major medical services as outlined in the benefits summary) members pay a \$15 copay, for Durable Medical Equipment the plan pays 80%

Inpatient Services – Inpatient services are covered in full.

Emergency Services – Urgent Care Services are covered at a \$15 copay, Emergency Room visits are covered at a \$50 copay in and out of network.

b. Prescription Drug Benefit

For covered prescriptions, the plan will pay 80% at retail and 84% for mail order services. Prescription drug benefits are not available out of network.

c. Out of Network Services

Major Medical Services – After the deductible, \$200 individual, \$300 for two person and \$400 for family, the plan will pay 80% of the allowed amount for covered services.

Inpatient Services – After \$100 deductible, the plan will pay 100% (20% co-insurance) of the allowed amount for covered services.

6.2.2 Patriot Red Plan. Effective July 1, 2017, the Employer shall offer the Patriot Red Plan whereby the health insurance benefits currently provided shall be maintained. Said plan shall contain the following copays and coinsurance:

a. In Network Services-

Major Medical Services – For covered services (office visits, chiropractic care, and other major medical services as outlined in the benefits summary) members pay a \$15 copay, for Durable Medical Equipment the plan pays 80%.

Inpatient Services – Inpatient services are covered in full.

Emergency Services – Urgent Care Services are covered at a \$25 copay, Emergency Room visits are covered at a \$50 copay in and out of network

- b. Prescription Drug Benefit – For Covered prescriptions, the member will pay a \$5 copay for generic, \$20 copay for Brand Formulary and a \$35 copay for Brand Formulary Non Preferred at retail. For mail order the copays are \$12.50 Generic, \$50 copay for Brand Formulary Preferred, and \$87.50 copay Brand non-Formulary. Prescription drug benefits are not available out of network.
- c. Out of Network Services – The Patriot Red Plan does not offer out of network services other than Emergency Room services.

6.2.3 Effective July 1, 2008, amend District self-funded plan to include a routine physical exam up to \$300 per covered individual per year.

6.3 Premium Payments: *Effective on the date of ratification of this MOA (September 4, 2019)*

6.3.1 Active employee contribution rates will be 15% individual (85% District contribution) and 18% family or 2 person (82% District contribution). Effective July 1, 2020, the employee contribution rates shall be 16% individual (84% District Contribution) and 19% family or 2 person (81% District Contribution).

6.3.2 District Retirees will pay the following premium schedule for health insurance:

- a. 1. Employees retiring after 7/1/05
12% Individual, 15% Family (or 2 Person)
- 2. Employees retiring after 06/30/20
16% Individual, 19% Family (or 2 person)
- b. Individuals retiring are eligible for the plan and level of coverage (single, two-person, family) they had at the time of retirement. Individuals may change plans or levels of coverage to more expensive plans or levels of coverage after retirement provided that the retiree pay any additional cost incurred as a result of the change in level or coverage.
- c. Retirees are eligible for medical coverage under the Plan with a minimum of ten (10) years of service with the District, or eligible for retirement benefits through the New York State Employees System or New York State Teachers' Retirement System.
- d. Retirees are not eligible for dental coverage.

6.4 Dental Insurance

6.4.1 The Employer shall provide dental insurance for each full-time employee and the employee's eligible dependent(s).

6.4.2 The dental insurance benefits currently provided shall be maintained. The District's dental plan shall contain the following deductibles and coinsurance:

- a. Deductible: In network there is no deductible, for out of network services the deductible is two hundred dollars (\$200) per individual per calendar year;

three hundred (\$300) per "two-member family" per calendar year; four hundred dollars (\$400) per "more than two-member family" per calendar year. For out of network services an employee's payments toward the dental insurance deductible shall coordinate with the Patriot Blue out of network deductible;

b. Coinsurance: the plan will pay 80% of all covered expenses. There is no deductible when using in network providers, for out of network services, the deductible must be met first each plan year.

6.4.3 Effective July 1, 2021: Employee contribution rate will be 16% individual (84% District contribution) and employee contribution rate will be 19% family (81% District contribution).

ARTICLE 7

SICK LEAVE

7.1 Sick Leave Usage

7.1.1 An employee may use sick leave credit for an injury or illness suffered by the employee or an injury or illness suffered by a member of the employee's immediate family. For purposes of this Article, "immediate family" shall be defined as an employee's spouse, child, parent or a member of the same household of the employee.

7.1.2 Employees shall be permitted to use sick leave immediately upon commencing service with the District. Should an employee resign, or should the employee's services be terminated, within six (6) months of date of hire, the District may deduct the amount of sick leave pay received from the employee's final pay.

7.2 Sick Leave Allotment

7.2.1 A current employee shall be credited with eighteen (18) sick day credits of paid leave on July 1 of each year. An employee hired after January 1, 1996, shall be credited with fifteen (15) sick day credits of paid leave on July 1 of each year. Effective July 1, 2019 an employee hired after September 8, 1998, shall be credited with thirteen (13) sick day credits of paid leave on July 1 of each year. Effective July 1, 2020, an employee hired after September 8, 1998 shall be credited with fifteen (15) sick day credits of paid leave on July 1, of each year.

7.3 Verification of Sick Leave

7.3.1 A doctor's certificate may be required by the chief personnel officer of the District upon the use of sick leave for five consecutive working days, three non-consecutive working days in a ten-day period, or for an absence before or after a paid holiday or vacation day.

7.4 Accumulation of Sick Leave

7.4.1 A current employee may accumulate sick leave credits to a maximum of 330 days. An employee hired after January 1, 1996, may accumulate sick leave credits to a maximum of 260 days. An employee hired after September 8, 1998, may accumulate sick leave credits to a maximum of 200 days.

7.5 Personal Business Leave

7.5.1 An employee may use not more than five (5) days of accumulated sick leave for personal business leave in each fiscal year. In order to take personal business leave, the employee need only state that the leave is for personal reasons. Personal business leave may not be taken immediately before or after a holiday, recess, or vacation day. Personal business leave 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.

7.5.2 Bereavement Leave: An employee shall be granted three (3) paid bereavement days each fiscal year due to death of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, sibling, grandfather, grandmother, aunt, uncle, grandchild or person in a parental relationship to the employee. The three (3) annual bereavement leave days shall not accumulate from year to year.

In addition, an employee may use up to three (3) days of accumulated sick leave per year for bereavement purposes due to death of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, sibling, grandfather, grandmother, aunt, uncle, grandchild or person in a parental relationship to the employee.

7.6 Retirement Benefit

7.6.1 Within three (3) years prior to retirement, an employee's salary shall be adjusted to provide payment for the value of one-quarter (1/4) of the total number of sick leave days accumulated by such employee, up to a maximum of three hundred and thirty of such days.

7.7 Death Benefit

7.7.1 If an employee dies prior to retirement there shall be paid to his/her legal representative, or the beneficiary designed for such purposes a sum of money which shall be computed by multiplying the employee's current salary day rate by one-quarter (¼%) of the total days of unused sick leave which have accumulated to the date of his/her death.

ARTICLE 8

LEAVES OF ABSENCE

8.1 Holidays

8.1.1 There shall be fourteen (14) paid holidays. If any holiday falls on a Saturday or Sunday, it shall be observed on the preceding Friday or following Monday. The District will designate the use of Lincoln’s Birthday (floating day) in alignment with its annual scheduling of holidays. The holidays are as follows:

New Year’s Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday (floating day)	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Good Friday	Day before Christmas
Independence Day	Christmas Day

8.2 Vacation Days

8.2.1 Hired before July 1, 2016

Employees hired before **July 1, 2016** shall be entitled to use vacation days as follows:

After on (1) year of service: 15 days

After seven (7) years of service: 20 days

a. Hired after July 1, 2016

Employees **hired after July 1, 2016** shall be entitled to fifteen (15) vacation days each year for the first seven (7) years of service. After seven (7) years of service, employees **hired after July 1, 2016** will be entitled to twenty (20) vacation days.

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

8.2.2 In the event of the death of a bargaining unit member employed at the time of his or her death, the cash value of any accrued vacation time during the fiscal year in which the employee dies shall be paid to the employee's beneficiary or estate.

8.2.3 Vacation Leave Payout

a. Upon written notice of resignation to the District prior to resignation of employment, an employee **hired before July 1, 2016** shall be entitled to receive at separation of employment the value of the accrued vacation leave days accumulated by such employee during that school year to be paid at the employee's current per diem rate. No payment shall be made for any pro rata vacation leave the employee would have earned in the subsequent school year.

b. Upon written notice of resignation to the District prior to resignation of employment, an employee **hired after July 1, 2016** shall be entitled to receive at

separation of employment the value of any unused accumulated vacation days and a **prorated** share of vacation days credited in the final year of employment.

8.2.4 Vacation Leave Carryover

- a. A bargaining unit member may carryover up to five (5) unused vacation days in to the new fiscal year.
- b. Such carryover must be requested by June 1st of each year and approved in advance by the Superintendent, or his/her designee.

8.3 Temporary Leave of Absence

8.3.1 Definitions. For purposes of this section, an "employee" shall be defined as an employee in the competitive class permanent appointment who has completed his/her probationary period, or as an employee in the labor or non-competitive class who has been employed for more than one year in his/her position.

8.3.2 At the discretion of the Board, a temporary leave of absence without pay for up to one year may be granted to an employee. Such temporary leave shall only be used by the employee for medical, educational or childrearing purposes. No leave of absence shall be used for employment by another employer. At the discretion of the Board, a temporary leave of absence without pay may be extended for not more than one (1) year.

8.3.3 Request for Leave of Absence. An employee may request a temporary leave of absence by submitting a written request to the chief personnel officer of the District indicating the type of leave requested and the dates the proposed leave would begin and end. A request for leave of absence shall be submitted at least sixty days prior to the commencement of the proposed leave. If such notice is not possible, the notice shall be submitted by the employee as soon as is practicable.

8.3.4 An employee who is granted a leave of absence may continue to participate in the District's health insurance program with all costs paid by the employee for such participation. No other rights or benefits will be afforded to or accrued by the employees during the leave of absence.

8.3.5 An employee who is granted a leave of absence must provide written notification to the chief personnel officer that he/she intends to return to work at least four (4) months prior to the expiration of his/her leave. Failure to provide such notification may be construed to constitute a resignation of the employee's position.

8.3.6 An employee returning to work following a leave of absence shall be guaranteed a position on the same step of the salary schedule as that position to which the employee was assigned at the beginning of the leave.

ARTICLE 9

GENERAL BENEFITS

9.1 Conference Funds

9.1.1 The Board of Education will attempt to provide opportunity for management or supervisory conference attendance.

9.2 Mileage and Automobile Use

9.2.1 *The Board will reimburse an employee for travel in the discharge of his/her duties and within the scope of his/her employment at the current IRS amount. Employees shall submit claims for reimbursement quarterly on forms supplied by the District*

9.2.2. The School District shall reimburse an employee for financial loss resulting to that employee from the use of his/her personal automobile on official School District business, provided the employee was acting in the discharge of his/her duties and within the scope of his/her employment and further provided that the financial loss is not attributable to the negligence of the employee. The School District shall reimburse an employee for any additional premiums on his/her automobile insurance up to three years resulting from any such occurrence.

The damage to tires and windows caused by vandalism covered by this provision shall be damage which occurs when the vehicle is parked on or near school district property during the school day or while the employee is performing job duties at a scheduled function outside of regular school hours. No such damage shall be covered unless the employee officially reports the incident to the police. Any such damage to tires and windows shall be covered up to a maximum amount of two hundred dollars (\$200).

A prerequisite for reimbursement for financial loss is that the employee reports such loss within two (2) working days of the occurrence. Employees will seek reimbursement from their own insurance carrier before obligating the District under this provision.

9.2.3 An Annual Travel Stipend of \$750 shall be added to base pay for Nurse Manager, Custodial Supervisor, Transportation Supervisor, Facilities Director, Food Service Manager and Parent Empowerment Center Facilitator in lieu of reimbursement for recorded miles during course of District Business.

9.3 Personal Injury Benefit

9.3.1 Whenever a member is absent from his or her employment and unable to perform his/her duties as a result of personal injury occurring in the course of his employment and receives worker's compensation payments for such absence, he or she will be paid his or her full salary during his or her absence from employment up to a period of three (3) years (less the amount of a worker's compensation award made for temporary disability due to said injury) and no part of such absence will be charged to his annual or accumulated sick leave.

9.4 Advanced Study Reimbursement

9.4.1 Any employee who receives prior approval of the Superintendent for College course credit shall have the tuition for such course paid by the District in the following manner:

- a.** Those employees receiving any B grade will be reimbursed by the District for 85% of the credits cost;
- b.** Those employees receiving a “pass” grade, if the course is taken pass/fail, will be reimbursed by the District for 85% of the credits cost;
- c.** Those employees receiving a variation of an “A” grade will be reimbursed by the District for 100% of the credits cost.

9.4.2 For purposes of reimbursement pursuant to section 9.4.1, the credit cost for any undergraduate program shall be determined by the undergraduate cost per credit hour for the State University of New York at Albany. For purposes of reimbursement pursuant to section 9.4.1, the credit cost for any graduate program shall be determined by the graduate cost per credit hour for the State University of New York at Albany. However, under no circumstance shall the District pay more than \$250 per credit hour for undergraduate credit or pay more than \$400 per credit hour for graduate credit.

9.4.3 In order to be eligible for reimbursement under this section, the course of study undertaken by the employee must be related to his/her position within the District.

ARTICLE 10

AGREEMENT

10.1 Duration of Agreement

10.1.1 The provisions of this Agreement shall be effective from July 1, 2018 and shall remain in full force and effect until June 30, 2022.

10.2 Statutory Requirement

10.2.1 Compliance with 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."

10.3 Savings Clause

10.3.1 If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such a 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.

10.4 Management Rights

10.4.1 All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Board's discretion and control and shall not be the subject of negotiations until the expiration of this Agreement.

10.4.2 After the expiration of the Agreement and in the absence of the execution of a successor agreement, the District may temporarily implement any change in the terms and conditions of employment not covered by this Agreement; provided that if the change impacts the hours of employment and/or workload, the Association may demand the right to bargain collectively over the effects of such change. Such a demand to bargain over the effect of a change must be made within 30 days of the implementation of the change and shall not preclude the District from implementing the change pending negotiations.

ARTICLE 11
Evaluation Instrument

11.1 Evaluation Instrument

11.1.1 The parties shall agree to form a committee through Labor Management to develop and implement an evaluation instrument that is mutually agreeable.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their names and on their behalf by their respective representatives.

THE SCHENECTADY CITY SCHOOL DISTRICT

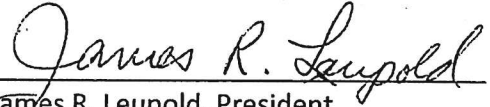
MIDDLE MANAGERS ASSOCIATION

Date: 11/2/2021

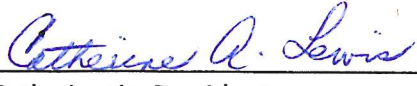
Date: 11/1/21



Anibal Soler, Jr., Superintendent
Schenectady City School District



James R. Leupold, President
Middle Manager Association

Date: 11/3/2021


Cathy Lewis, President
Board of Education
Schenectady City School District