

**MEMORANDUM OF AGREEMENT**  
**by and between the**  
**Board of Education of the City School District of the City of Schenectady**  
**and the**  
**Schenectady Federation of Teachers Paraprofessional Unit for**  
**Paraprofessionals and School Related Personnel**

**May 26, 2023**

The parties have agreed on the following modifications to the Collective Bargaining Agreement currently in effect between the parties for the period July 1, 2018 through June 30, 2023. Any item currently in the contract not addressed in this MOA shall remain in full force and effect. Any dates, page numbers, etc. shall be modified as a housekeeping item.

The parties further agree that all modifications as provided herein, are contingent upon ratification by the Association and the Board of Education.

*Italics represents new language – ~~strike through~~ represents deleted language*

1. The new agreement shall be for the period beginning July 1, 2023 continuing through June 30, 2027.
2. Incorporate the following Memoranda of Agreement agreed to by the parties during the period of the current agreement: (to be identified and agreed upon by the parties)
  - TCIS MOA
3. Art. 1.3 - DEFINITIONS: amend §1.3.1(e) “BARGAINING UNIT” to include teaching assistants.
4. Art. 5 COMPENSATION: amend §5.1.1 as follows:

Effective July 1, 2023 increase all steps by \$2.00  
Effective July 1, 2024 increase all steps by \$1.00  
Effective July 1, 2025 increase all steps by 3.00%  
Effective July 1, 2026 increase all steps by 3.00%

Unit members who are off step shall receive an increase of \$2.00 to their hourly rate effective July 1, 2023, and an additional \$1.00 on July 1, 2024, an additional 3% on July 1, 2025 and July 1, 2026, respectively.

5. Art. 5 COMPENSATION: amend §5.1.1(e) to include new Salary Schedule 2023-2024

<b>SFT Paraprofessional Unit</b>				
<b>Salary Schedule</b>				
<b>STEP</b>	<b>2023/24</b>	<b>2024/25</b>	<b>2025/26</b>	<b>2026/27</b>
1	\$ 17.00	\$ 18.00	\$ 18.54	\$ 19.10
2	\$ 17.11	\$ 18.11	\$ 18.65	\$ 19.21
3	\$ 17.22	\$ 18.22	\$ 18.77	\$ 19.33
4	\$ 17.33	\$ 18.33	\$ 18.88	\$ 19.45
5	\$ 17.68	\$ 18.68	\$ 19.24	\$ 19.82
6	\$ 18.05	\$ 19.05	\$ 19.62	\$ 20.21
7	\$ 18.44	\$ 19.44	\$ 20.02	\$ 20.62
8	\$ 18.85	\$ 19.85	\$ 20.45	\$ 21.06
9	\$ 19.27	\$ 20.27	\$ 20.88	\$ 21.50
10	\$ 19.69	\$ 20.69	\$ 21.31	\$ 21.95
11	\$ 20.10	\$ 21.10	\$ 21.73	\$ 22.38
12	\$ 20.54	\$ 21.54	\$ 22.19	\$ 22.85
13	\$ 20.99	\$ 21.99	\$ 22.65	\$ 23.33
14	\$ 21.46	\$ 22.46	\$ 23.13	\$ 23.83
15	\$ 21.92	\$ 22.92	\$ 23.61	\$ 24.32
16	\$ 22.41	\$ 23.41	\$ 24.11	\$ 24.84
17	\$ 22.92	\$ 23.92	\$ 24.64	\$ 25.38
18	\$ 23.43	\$ 24.43	\$ 25.16	\$ 25.92
19	\$ 23.90	\$ 24.90	\$ 25.65	\$ 26.42
20	\$ 24.43	\$ 25.43	\$ 26.19	\$ 26.98

6. Art. 5 COMPENSATION: amend §5.1.1(f) to include new compensation for lunch monitors:

<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>	<u>2026/27</u>
\$17.00	\$18.00	\$18.54	\$19.10

7. Art. 5 COMPENSATION: amend §5.1.1(i) by deleting the current language and replacing it with the following language:

Employees who work a full semester and whose attendance during that semester for one full school year reaches the following levels shall receive the following annual bonuses per semester:

100% Semester Attendance = \$800  
97% Semester Attendance = \$600  
95% Semester Attendance = \$300

*A semester shall be the time periods of the first day of school through January 31, and February 1 through the last day of school. The attendance percentage shall be determined as follows: attendance shall be based on the total number of workdays (184) for the year excluding holidays and dividing by the total number of sick and personal days used by the unit member. To be eligible for this incentive a member must work a minimum of 150 75 days in a school-year semester.*

Exclusions that will not count against annual attendance: District approved professional development, FMLA, Workers Compensation, *jury duty*, up to three (3) bereavement days, and up to two (2) on the job injury days if they were restored to the employee's accruals pursuant to Article 6.2.1 (e) shall be excluded from the calculation of days used.

8. Art. 5 COMPENSATION: amend §5.1.1(j)(iii) "Teaching Assistants" as follows:

Unit members possessing Level III NYS Teaching Assistant Certification or *NYS Teacher Certification* shall receive a 20% differential added to their salary step.

9. Art. 5 COMPENSATION: amend §5.1.2 Unit Member Assignments by amending subparagraph "a, b, and c", as set forth below:

~~a. **Classroom Paraprofessional:** Classroom Paraprofessionals shall be assigned duties consistent with the regulations of the Commissioner of Education's description of duties that may be assigned to Teacher Aides.~~

a. Paraprofessional: Paraprofessionals shall be assigned to duties consistent with the regulations of the Commissioner of Education's description of duties that may be assigned to Teacher Aides. Paraprofessional assignments may include but are not limited to the following duties: daily student attendance, records including late entries and early dismissals, fieldtrips, classroom attendance for substitute teachers, supervising students pending meetings with administration, in-school suspension supervision, turn around/sensory room, student data entry and managing discipline information.

~~b. **Non-classroom Paraprofessional:** Paraprofessionals shall be assigned to school offices to manage all student related services.~~

~~c. **Computer Technical Paraprofessional:** Assist in performing specialized technology work. Work requires considerable independent action and frequently entails limited professional supervision.~~

d. **(b) Teaching Assistants:** Teaching Assistants shall be assigned duties consistent with the regulations of the Commissioner of Education.

e. **(c) School Related Personnel Lunch Aides** (no duties other than lunch hours supervision)

10. Art. 5 COMPENSATION: amend §5.3.1(b) "Pay Dates" as follows:

Employees will be paid a minimum of 192 days for the school year (a minimum of one-hundred eighty-four ~~three~~ (184) (183) duty days and ~~eight~~ (8) *nine* (9) paid holidays). For purposes of payroll, employees will be paid \$200 on the Friday after Labor Day, then four (4) days for the first pay period in the school year, and then seven (7) days of pay during the second pay period. Thereafter, regardless of the number of days worked (including pay for holidays, if any), employees will receive the identical amount per pay period for the remaining twenty (20) pay periods. If any employee takes an unpaid day off for any reason whatsoever, the employee will be docked the equivalent of one's day pay for each day of absence.

11. Art. 5 COMPENSATION: amend §§5.4.1, 5.4.2(a) and 5.4.3 "Class Coverage" as follows:

5.4.1

A paraprofessional who, under emergency conditions, has to fill in for a teacher for more than fifteen (15) minutes during a given day shall be paid at said paraprofessional's normal rate of pay plus one dollar (\$1.00); ~~plus one dollar (\$1.00) for each fifteen (15) minute period, or any portion of the thirty (30) minute period, thereafter.~~ *plus two dollars and 50 cents (\$2.50) for each thirty (30) minute period, or any portion of the thirty (30) minute period, thereafter.*

5.4.2

(a) If a paraprofessional, upon prior written approval from their Administrator, fills in for a teacher for more than three (3) consecutive days in the same assignment in a school year, the unit member shall be entitled to an additional ~~\$7.00~~ \$7.50 per hour (in ~~quarter~~ *half* hour increments) above the paraprofessional's normal rate of pay, for each day beyond the 3<sup>rd</sup> day; and/or

5.4.3

If a Teaching Assistant serves as a full-day substitute for the same teacher for ~~25~~ 15 consecutive days, the Teaching Assistant shall be paid a per diem of \$200 per day for each consecutive day thereafter. If the Teaching Assistant holds New York State teacher certification, the TA shall be paid a per diem of 1/200 of the salary designated on Step 1 of the BA or MA salary schedule of the SFT contract, depending on educational attainment.

12. Art. 5 COMPENSATION: add a new §5.5 “After Hour and Non-School Day Assignments” ~~“Summer Program and After School Assignments”~~ as follows:

*A unit member who is approved to work beyond their normally assigned workday, or work year shall be paid their hourly rate with a maximum of up to step 10 on the respective salary schedules.*

13. Art. 6 – BENEFITS: renumbered accordingly

14. Art. 6 – BENEFITS: amend §6.1.1 as follows:

~~For employees hired on or before July 1, 1986, The District will provide hospitalization and major medical insurance for each employee, and his/her eligible dependents, provided the employee has worked for the District at least one (1) full school year and earned more than four thousand dollars (\$2,000.00) annually, and provided that the employee does not have health insurance coverage provided by his/her spouse.~~

~~For employees hired on or after July 1, 1986, The District will provide hospitalization and major medical insurance for each employee, and his/her spouse/domestic partner, and eligible dependents, provided the employee has worked for the District at least ninety (90) days. one (1) full school year and earned more than four thousand dollars (\$4,000.00) annually, and provided that the employee does not have health insurance coverage provided by his/her spouse.~~

15. Art. 6 – BENEFITS: amend §6.1.3 “INSURANCE” as follows:

~~A CDPHP EPO Plan will be offered as an option. The plan shall have a \$15 office visit co-pay, when applicable. The District’s monetary obligation with respect to the provision of an EPO option shall be limited to the “premium equivalents” under the self-insured indemnity plan, except as modified by Sections 6.1.11 and 6.1.12.~~

~~Effective July 1, 2020, CDPHP will no longer be a health insurance option for bargaining unit members.~~

A self-funded Patriot Red Plan and a self-funded Patriot Blue indemnity plan will be offered as options. Each plan shall have a \$15 office visit co-pay, when applicable.

The Red Plan prescription co-pays shall be \$5/\$20/\$35.

The Blue Plan prescription co-pays shall be 80/20 District/Employee share.  
Effective July 1, 2020 annual physicals shall be included in the Patriot Blue indemnity plan. Upon ratification, routine immunizations shall be included in the Patriot Blue indemnity plan.

16. Art. 6 – BENEFITS: amend §6.1.6 “INSURANCE” as follows:

An open enrollment period shall be available to all employees during the first month of *May* of each school year. Any employee who otherwise qualifies for health insurance coverage ~~who is not provided said benefit because of spousal coverage~~ shall be eligible for health insurance coverage immediately following the unavailability of coverage through his/her spouse. *New employees may enroll in District sponsored health insurance plans after 90 days of employment.*

17. Art. 6 – BENEFITS: amend §6.1.7 as follows:

~~For employees hired on or after July 1, 1986, the District will provide dental insurance each employee, and his/her eligible dependents, provided the employee has worked for the District at least one (1) full school year and earned more than four thousand dollars (\$2,000.00) annually, and provided that the employee does not have health insurance coverage provided by his/her spouse.~~

~~For employees hired on or after July 1, 1986,~~

The District will provide dental insurance for each employee, and his/her *spouse/domestic partner*, and eligible dependents, provided the employee has worked for the District at least *ninety (90) days*. ~~one (1) full school year and earned more than four thousand dollars (\$4,000.00) annually, and provided that the employee does not have health insurance coverage provided by his/her spouse.~~

18. Art. 6 – BENEFITS: add a new §6.1.14 “Health Insurance Buy-Out” as follows:

*Effective upon ratification for implementation beginning in the 2023-2024 school year, employees who are eligible for and currently enrolled in a health insurance plan offered by the SCSD shall be eligible for an insurance buyout if they are otherwise insured by a non-governmental funded health insurance plan. Retirees shall not be eligible for the buyout.*

*The buyout payment shall be \$500 in exchange for individual coverage and \$1,000 in exchange for family coverage. Employees hired mid-year who otherwise qualify will be eligible for a pro-rated buyout.*

19. Art. 6 – BENEFITS: add a new §6.1.17 “Medicare Advantage Plan” as follows:

*Any unit member who retires on or after July 1, 2023, shall, upon reaching 65 years of age, enroll in the District’s Medicare Advantage Plan to be eligible to continue receiving retiree health insurance benefits from the District. The District provided Medicare Advantage Plan shall include coverage for dental, vision, and hearing aids.*

*In addition, if the retiree has a spouse enrolled in a District sponsored health insurance plan the spouse shall enroll in the District's Medicare Advantage Plan upon reaching age 65. In the event there is a dependent child on the retiree's health insurance plan, the retiree and/or spouse will not move to the Medicare Advantage Plan and shall remain enrolled in a District self-funded health plan until the dependent child is no longer on the District health insurance plan.*

20. Art. 6 – BENEFITS: amend §6.2.1 (e) “PERSONAL INJURY AND REIMBURSEMENT” by deleting the sunset provision.
21. Art. 6 – BENEFITS: amend §6.2.2 “PERSONAL INJURY AND REIMBURSEMENT” by adding the following sentence: *Property damage shall be reimbursed upon presentation of proper receipts up to \$500 per occurrence.*
22. Art. 6 – BENEFITS: amend §6.3.4 (a) and (b) “SICK LEAVE” as follows:
  - a. Any unit member with less than ten (10) years of District service who retires and is age eligible for retirement as defined by the New York State Employees or Teachers Retirement System shall receive the value of one-fourth (1/4) of their accumulated sick leave days as a nonelective payment into the employee's *IRS approved 403(b) account*. ~~HRA account to be used for eligible health related expenses. Upon the death of the unit member, any unused funds shall revert to the District. The District shall provide an HRA card at no expense to the unit member.~~
  - b. Any unit member with ten (10) or more years of District service who retires and is age eligible for retirement as defined by the New York State Employees or Teachers Retirement System shall receive the value of one-half (1/2) of their accumulated sick leave days as a non-elective payment into the employee's *IRS approved 403(b) account*. ~~HRA account to be used for eligible health related expenses. Upon the death of the unit member, any unused funds shall revert to the District. The District shall provide an HRA card at no expense to the unit member.~~
23. Art. 6 – BENEFITS: amend §6.3.7 “SICK LEAVE” as follows:

After five (5) consecutive working days absence due to illness or injury, the District may, upon written request, require the employee to provide written verification from his/her physician or other health care professional attesting to the basis for the absence. *If the unit member has been absent for five (5) or more consecutive working days in a particular school year, the District may request a physician's statement after three (3) consecutive working days during the remainder of that school year.* Any cost associated with securing this verification shall be borne by the District.

24. Art. 6 – BENEFITS: amend §6.3.8 “SICK LEAVE” as follows:

*Employees who provide a minimum of 48-hours’ notice and receive prior approval from their building administrator may use sick, family illness and personal time in one (1) hour increments (up to 14 hours per school year). Employees who provide less than 48-hours’ notice and receive prior approval from their building administrator may use sick, family illness and personal time in two (2) hour increments. The use of leave time in one and two hour increments shall not total more than fourteen (14) hours in any one school year. upon prior approval from their direct supervisor. Requests for such usage shall be made a minimum of 48 hours in advance, unless the sick time or personal time shall be necessitated by emergency circumstances. The direct supervisor shall determine whether said circumstances constitute an emergency. All other requests for use of leave time shall be made by using the “Leave Use Request Form.”*

25. Art. 6 – BENEFITS: add a new §6.3.9 “JURY DUTY” as follows:

Unit members who are called and report for jury duty shall not have any salary deducted from their regular earnings and will not be required to use leave accruals to maintain their regular pay. Upon return to duty the unit member must promptly provide the business department with written proof of actual jury service.

26. Art. 6 – BENEFITS: amend §6.4 “BEREAVEMENT” as follows:

6.4.1 An employee may use up to three (3) days of paid *bereavement* leave for *each* death in the immediate family. Immediate family is defined as spouse, *domestic partner*, parent, child, sibling, or member of same household. Such leave shall not be deducted from the employee’s accrued sick leave.

6.4.2 An employee may use up to three (3) *additional* days of *sick* leave for death in the family. Family is defined as spouse, *domestic partner*, parent, child, sibling, member of the same household, son-in-law, daughter-in-law, aunt, uncle, grandparent, parent-in-law, and grandchild. ~~The employee may use up to a maximum of ten (10) days annually for such leave.~~ Such leave shall be deducted from the employee’s accrued sick leave.

6.4.3 *An employee may not use more than ten (10) combined total bereavement days as described in §6.4.1 and §6.4.2 above. In the event a bargaining unit member faces bereavement that extends beyond the combined maximum of ten (10) days annually, they may request consideration from the Superintendent for additional bereavement days.*

27. Art. 6 – BENEFITS: correct §6.6.1 line five to (45) calendar “days”...

28. Art. 6 – BENEFITS: amend §6.7.3 “TUITION CHARGES” as follows:

The dependents of members of the bargaining unit who live outside the District shall be allowed to enroll in *programs operated* by the Schenectady City School District. The



District shall waive all tuition charges for such enrollment. The maximum number of employee children enrolled under this provision shall be fifteen (15). Enrollment in any District magnet school shall follow established District procedures.

Employees may enroll their children in other District schools of their choice depending upon the availability of space in that school.

Enrollment shall be on a first come, first serve basis. *This benefit does not extend to any program not fully operated under the authority of the Schenectady City School District.*

29. Art. 6 – BENEFITS: create a new §6.7.4 “TUITION REIMBURSEMENT” as follows:

*Unit members who complete the required coursework to obtain either NYS Teaching Assistant certification or NYS Teacher certification may apply for reimbursement for tuition costs directly associated with courses necessary for such certification. To be eligible for reimbursement an employee must first become fully certified, and the course must be taken during their employment as a paraprofessional. Any reimbursement shall be capped at the rate for such courses at SUNY Albany at the time the course was taken. If an employee leaves full-time employment with the District for any reason within two years of tuition reimbursement being issued the employee shall fully refund all monies paid pursuant to this provision.*

30. Art. 6 – BENEFITS: create a new §6.8 “RELIGIOUS LEAVE” as follows:

*A unit member may request from the Superintendent approval to convert up to three (3) sick leave accrual days per year to personal days for observance of religious holidays.*

31. Art. 7 – EMPLOYEE RIGHTS AND PROTECTION: amend §7.1(a) “LAYOFF AND RECALL” as follows:

In the event of a layoff, the affected employees shall be the one with the least total service in the bargaining unit. Such service need not be consecutive in the bargaining unit but must be continuous service in the district. ~~Voluntary and involuntary separations of employment shall break the continuity of service, but approved leaves of absence shall not.~~

*Resignations and termination of employment shall break the continuity of service.*

*Any unpaid absences beginning in the 2023-2024 school year and thereafter shall not count toward service in the bargaining unit but shall not break continuity of service.*

*Any affected employee who is subject to a layoff and is recalled to a position in the bargaining unit pursuant to paragraph b shall not have the time on layoff counted toward service in the bargaining unit, but the layoff shall not break the continuity of service.*

32. Art. 7 – EMPLOYEE RIGHTS AND PROTECTION: amend §7.2.4 “ANNUAL ASSIGNMENTS AND TRANSFERS” as follows:

**7.2.4 Employee Requests for Transfer (*Annual Spring/Summer transfer options beginning the next school year*):** ~~At any time,~~ An employee may request a transfer to a desired position which is or may become open *and posted mid-year*. The employee’s request shall be considered.

33. Art. 7 – EMPLOYEE RIGHTS AND PROTECTION: create a new §7.2.6 “ANNUAL ASSIGNMENTS AND TRANSFERS” as follows:

**7.2.6 Employee Requests for Transfer (*Mid-year requests for voluntary transfer*):** An employee may request a transfer to a desired position which is or may become open and posted during the work year. A unit member who has completed a full year of employment and who has not made a mid-year voluntary transfer in the previous three (3) school years will be eligible to participate in the district’s mid-year voluntary transfer process. The employee’s request shall be considered.

*If a mid-year transfer is granted, the employee will not be eligible for a spring/summer transfer that same year but will be eligible for any spring/summer transfer opportunities the following year.*

*When all factors or qualifications are essentially equal, in making assignments and/or transfers, the administrators shall consider the total service in the bargaining unit with preference being given to the employee with the greatest total service in the bargaining unit. Such service need not be consecutive within the bargaining unit but must be continuous service in the district.*

*Voluntary separations of employment shall break the continuity of service, but approved leaves of absences shall not.*

34. Art. 7 – EMPLOYEE RIGHTS AND PROTECTION: create a new §7.2.6 “ANNUAL ASSIGNMENTS AND TRANSFERS” as follows:

**7.2.7 Involuntary Transfer Process:** *In the event there is a need for an involuntary transfer(s) during the school year, the impacted employee shall be the least senior member(s) based on district seniority as outlined in Section 7.1, in the title serving in a non-mandated position. If additional involuntary transfers are required, the next impacted member shall be the least senior paraprofessional serving in the affected classroom.*

*After being informed of the vacant positions, impacted unit members, starting with the most senior members in the title, shall have three (3) school days to decide which open*

*position they will select and an additional two (2) days before being required to report to the new assignment. This provision shall not prohibit the District from involuntarily transferring an employee in disciplinary matters or when the District reasonably believes a change in assignment is in the best interests of the classroom or employee.*

35. Art. 7 – EMPLOYEE RIGHTS AND PROTECTIONS: amend §7.3 “POSTING OF VACANCIES” as follows:

In June of each school year, the School District will prepare a list of known vacancies and new positions for paraprofessional positions for the following school year. These lists will be sent to each location where Paraprofessionals are employed and *posted online*. In addition, at the beginning of the school year and as they occur, titles of other vacancies or new positions will be forwarded to the President of the Paraprofessional Unit. These vacancies and/or new positions shall not be filled for a period of five (5) working days from the date of publication as indicated on the posting notice. Except as set forth herein, the notification required by this section will not place any additional restrictions on the School District in the filling of these positions.

36. Art. 7 – EMPLOYEE RIGHTS AND PROTECTION: amend §7.6.1 “DISCIPLINARY ACTION” as follows:

7.6.1 - No disciplinary action shall be taken against an employee based on an oral complaint unless the administration *has taken steps to further investigate the complaint prior to the initiation of disciplinary charges.* ~~possesses documentary evidence and/or independent confirmation and substantiation of the charges to justify disciplinary action.~~ No written notation or record of any anonymous complaint received by the administration shall be placed in the employee’s personnel file.

37. Art. 7 – EMPLOYEE RIGHTS AND PROTECTION: amend §7.6 “DISCIPLINARY ACTION” by creating a new §7.6.5 as follows:

*The employee shall not become eligible for the protections set forth in Article 7.6 until they have successfully completed 12-months of consecutive employment with the district.*

38. Art. 8 – EVALUATION: amend §8.4 “PROCEDURE OF EVALUATION” by amending subparagraphs a through f, as set forth below:

- a. Paraprofessional evaluations shall be completed in writing and on a standardized form. The evaluation form shall be included in Appendix “B”.
- b. Such forms will be made available for all evaluations of Paraprofessionals in the District.
- c. There shall be one evaluation per year for Paraprofessionals and Teaching Assistants.

- d. All such evaluations shall be completed by May 31 of the school year.
- e. Procedures for evaluations shall follow the process outlined in in Sections 8.1 and 8.2 of this Agreement
- f. Teaching Assistants evaluations shall be completed in writing and on a standardized form. The scoring rubric and timelines will be mutually developed by the parties no later than June 30, 2023. The evaluation form shall be included in Appendix "C".

39. Art. 9 – WORKING CONDITIONS: amend §9.1 “WORKYEAR” by adding Juneteenth as a paid holiday.

40. Art. 9 – WORKING CONDITIONS: add a new §9.14 “MENTOR COMMITTEE” as follows:

*A Paraprofessional Mentoring Committee will be established no later than August 1, 2023. The committee will be comprised of a minimum of five (5) SFT representatives appointed by the SFT President and approved by the Superintendent of Schools or their designee.*

*The members of the mentoring committee shall hold monthly meetings (2 hours) or less if there are no new members (as determined by the District) outside of the regular workday to answer questions and/or provide training to new members in accordance with District procedures for such training. The mentoring committee shall develop a mutually agreed upon schedule and provide it to the District prior to August 15 of the preceding school year.*

*All new unit members will be required to attend the next scheduled training session after their hire date, absent extreme circumstances approved by the District. New unit members shall be required to attend the training session and shall receive their hourly rate of pay.*

*The mentoring committee shall also be available for questions from any member through a shared email box and by telephone. The committee shall be responsible for replying to members within 48 hours of their request.*

*Each member of the mentoring committee shall receive a mentoring stipend of \$1,500 a year.*

41. Art. 9 – WORKING CONDITIONS: add a new §9.15 “TIME CLOCK” as follows:

*All employees shall utilize the District installed time-clock management system.*

*(a) All unit members shall be required to record their time accurately (excluding meal or break periods) by use of a time clock installed for this purpose by the District. The general usage of the time clock system is for payroll accuracy purposes.*

*(b) All timeclock procedures are outlined in Exhibit "A" below and shall be attached to attached at the end of the Collective Bargaining Agreement as Appendix "A".*

*(c) The District agrees that all unit members shall receive training prior to implementation of the time clock system. In addition, the District agrees to routinely ensure that all time clock systems and school building clocks are running in sync so as to create a consistent time mechanism for all unit members.*

*(d) The District agrees to meet monthly with the SFT Unit President, for the first 6 months of operation of the time clock system, to review concerns with the implementation of the time keeping process as well as data from the chosen system.*

*(e) No employee shall be disciplined for failure to use the time clock if a reasonable explanation can be offered. The responsibility for keeping accurate hours of work is that of the individual unit member. Unit members who knowingly falsify information by clocking in or out incorrectly, or who clock in or out for another employee, are subject to administrative inquiry and may be subject to disciplinary action under the disciplinary procedures of the collective bargaining agreement.*

#### **APPENDIX "A"**

### **SCHENECTADY CITY SCHOOL DISTRICT TIME CLOCK POLICIES AND PROCEDURES FOR EMPLOYEES IN THE SFT Paraprofessional Unit**

*In order to ensure conformity with regard to timecard usage and calculation, the time clock policies and procedures are defined below. Any employee required to use a time clock must swipe or scan their card both at the time of their arrival for duty and at the conclusion of their shift.*

*The management of the time clock will reside within the Business Office.*

#### **PROCEDURES:**

- 1. Any employee required to use a time clock must swipe or scan their card both at the time of their arrival for duty and at the conclusion of their workday. Additionally, employees are only to "clock out" when they leave the job site and "clock back in" when they return if the employee is utilizing contractual accrual time.*
- 2. Payment for time worked will only be made for regularly scheduled time which is properly documented in the District's Time and Attendance Software with a virtual timecard showing clock in/out times.*
- 3. Employees are not permitted to work additional time beyond their scheduled hours without approval by their supervisor.*
- 4. If an employee agrees and receives approval from their supervisor to report to work*

- earlier or remain later than their scheduled workday, the supervisor will be responsible for adjusting the paid time in the system.*
- 5. Thirty minutes for a lunch break will automatically be deducted from each day for employees who are normally scheduled for a thirty-minute lunch break. Employees are required to take a lunch break, unless authorized to work through the lunch break by their supervisor. Employees are not required to clock in and out for their lunch/meal/contractual breaks unless they will be exceeding the time allotted for the break (thirty-minute break for lunch or ten-minute health breaks per contract).*
  - 6. If an employee agrees and receives approval from their supervisor to work through their scheduled lunch period, the supervisor will be responsible for adjusting the paid time in the system.*
  - 7. Only a department supervisor or authorized staff in the Business Office may adjust employee time records. Employees must notify their supervisor immediately if they fail to clock in/out or have any difficulties using the time clock. Approved corrections/adjustments will occur in the following pay period if an employee fails to notify his/her supervisor within a reasonable period of time of a problem.*
  - 8. Employees understand that their work shift begins and ends at times established by the District. Employees will be allowed to clock in/out up to 7 minutes before and 7 minutes after their shift begins/ends. These times will be rounded to their scheduled arrival and departure times. Employees should not vary from these times without express permission from their immediate supervisor.*
  - 9. The District understands that at times events may cause an employee the need to arrive later than their scheduled arrival time or depart earlier than their scheduled departure time. In those situations, the 7-minute rounding rule will apply:*

*Example- If an employee has an assigned arrival time of 7:30 am and they swipe the time clock at 7:37am, the report will be rounded to 7:30 am. If an employee has an assigned arrival time of 7:30 am and they arrive at 7:38 am, the report will be rounded to 7:45am.*

*Example- If an employee has an assigned departure time of 3:30 pm and the employee departs at 3:23 pm the report will be rounded to 3:30 pm. If an employee has an assigned departure time of 3:30 pm and the employee departs at 3:22 pm the report will be rounded to 3:15pm.*

*It is agreed by the parties that the seven-minute rule is intended to simplify payroll processes and that employees are still expected to arrive on time and work their regularly scheduled work hours. The parties' further agree that employees may be subject to progressive discipline, according to the procedures in the collective bargaining agreement, if time and attendance issues warrant.*

- 10. If an employee forgets to "clock in" or "clock out" for their shift; they are to contact their supervisor within a reasonable period of time when it is realized, to explain the circumstances and to provide actual clock in or out information. The supervisor will adjust the employee's time in the system.*
- 11. The District will provide access points for unit members to "clock in" and "clock out"*

as follows:

<i>High School</i>	<i>5 access points</i>
<i>Middle Schools</i>	<i>3 access points</i>
<i>Elementary Schools</i>	<i>3 access points</i>

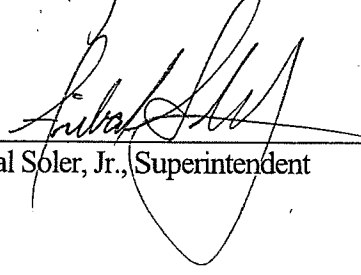
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their names and on their behalf by their respective representatives.

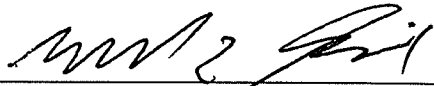
THE SCHENECTADY CITY SCHOOL DISTRICT

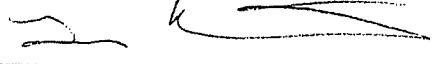
SFT PARAPROFESSIONAL UNIT

Date: May 31, 2023

Date: 5-31, 2023

  
\_\_\_\_\_  
Anibal Soler, Jr., Superintendent

  
\_\_\_\_\_  
Michael Silvestri, President

  
\_\_\_\_\_  
Tracy Cimino, Vice President