

AGREEMENT

between the

CITY SCHOOL DISTRICT

of the

CITY OF SCHENECTADY, NEW YORK

and the

**SCHENECTADY FEDERATION OF TEACHERS
PARAPROFESSIONAL UNIT**

for

PARAPROFESSIONALS

and

SCHOOL RELATED PERSONNEL

FOR THE PERIOD

JULY 1, 2023 — JUNE 30, 2027

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ARTICLE 1 – PREAMBLE

1.1 PURPOSE

- 1.1.1 This Agreement is between the Board of Education of the City School District of the City of Schenectady, New York, and the Schenectady Federation of Teachers, Paraprofessional Unit, NYSUT, Local 803, American Federation of Teachers, and the National Education Association.
- 1.1.2 This Agreement constitutes the basic policy of the District with respect to the employees in the negotiating unit and no other policies or actions taken by the District or its representatives shall negate, limit, or take precedence over its terms and provisions.

1.2 DURATION OF AGREEMENT

- 1.2.1 This Collective Bargaining Agreement shall be in full force and effect from July 1, 2023 through June 30, 2027.
- 1.2.2 Initial proposals for revision and extension of this Collective Bargaining Agreement shall be submitted by the Schenectady Federation of Teachers Paraprofessional Unit on or about May 1 and negotiations shall begin on or about June 10 in the year the Agreement expires.

1.3 DEFINITIONS

- 1.3.1 As used herein, the following terms shall have meanings given below unless otherwise defined:
- a. **District:** The “District” refers to the City School District of the City of Schenectady.
 - b. **Board:** The “Board” or the “Board of Education” refers to the Board of Education of the City School District of Schenectady.
 - c. **Superintendent:** The term “Superintendent” or “Superintendent of Schools” refers to the Superintendent of Schools of the City School District of the City of Schenectady.
 - d. **Federation:** The term “Federation” refers to the Schenectady Federation of Teachers, Local 803, and the local affiliate of the New York State United Teachers and the American Federation of Teachers, and the National Education Association.
 - e. **Bargaining Unit:** The bargaining unit representing paraprofessionals, teaching assistants and school related personnel.
 - f. **Employee:** Paraprofessional and School Related Personnel as defined in Section 2.1 of this Agreement.

Paraprofessional: Teacher aide or teaching assistant.

School Related Personnel: Lunch Monitors/Supervision.

- g. **Contract:** The term “Contract” refers to this Agreement.
- h. **Secondary:** Any combination of grades 6-12.
- i. **Elementary:** Any combination of grades Pre-K-5.

1.4 DISTRIBUTION OF AGREEMENT

- 1.4.1 This Agreement shall be published in the number of four hundred fifty (450) at the joint expense of the parties and distributed to the employees in the bargaining unit, the remainder to be equally divided between the Federation and the District.
- 1.4.2 Copies of this Agreement will be distributed to all employees by each school’s SFT building director.

1.5 SAVINGS CLAUSE

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.

ARTICLE 2 – RECOGNITION

- 2.1 The District recognizes the Federation as the exclusive organizational, representative and bargaining agent for the bargaining unit agreed to in a resolution of the Board, dated April 6, 1971. The unit includes paraprofessionals, lunch monitors, and teaching assistants who assist teachers in the performance of their duties, or who supervise pupils or who perform social work, library, guidance, or other educational duties. There shall be excluded any employee included in the definition of any other bargaining unit or any person employed less than two (2) hours per day.
- 2.2 The recognition of the Federation and its period of unchallenged representation status shall be pursuant to law. This representation shall be exclusive. The District will not negotiate terms or conditions, or

employment of any other matter covered by this Agreement or administer grievances with any organization other than the Federation.

- 2.3 Notwithstanding this Agreement, each employee retains the individual right to discuss any matter with administrative personnel or with Board members at any time. Nor shall anything contained herein deny any employee his/her rights under the New York Civil Rights Law, or under applicable laws or regulations.

ARTICLE 3 – FAIR PRACTICES

3.1 NON-DISCRIMINATION

- 3.1.1 In accordance with applicable law, the District shall not discriminate against any employee on the basis of race, color, national origin, sex, age, marital status, sexual orientation, political activities, or beliefs, or membership or activities in any employee organization. In recognition of the value or diversity of cultural background and viewpoints among the staff, the District shall encourage applications from members of cultural or minority groups.

3.2 NEGOTIABLE MATTERS NOT COVERED

- 3.2.1 Before the Board knowingly adopts a change in policy not covered by this Agreement but which affects bargaining unit members' terms or conditions of employment, the Board will notify the Federation in writing that it is considering such a change. The Federation will have the right to meet with the Board over such proposed change provided that it files such a request with the Board within ten (10) school days after receiving the notice.

ARTICLE 4 – GRIEVANCE PROCEDURE

4.1 DEFINITIONS

- 4.1.1 The parties to this Agreement shall encourage the prompt resolution of employee complaints through the procedure described below. Nothing herein shall, however, prevent any employee from discussing a problem informally with any teacher or administrator.
- 4.1.2 **Grievance:** A “grievance” is a complaint based on an event or condition which affects the terms and conditions of employment of any bargaining

unit member and/or the interpretation or meaning of any of the provisions of this Agreement.

- 4.1.3 **Aggrieved Party:** An “aggrieved party” is any employee, group of employees, or the Federation. If a grievance affects a group of employees in the same building, the Federation may submit such a grievance in writing directly to the Building Administrator at Level I. If a grievance affects a group or class of employees in more than one building, the Federation may submit such a grievance in writing directly to the Superintendent and processing such a grievance will commence at Level II. To the extent possible, all injured parties shall be identified by name, title, or building within ninety (90) days following the commencement of grievance.
- 4.1.4 **Representative:** The term “representative” applies to any person whom the aggrieved party may designate to assist him/her in presenting his/her grievance at any step in the grievance procedure. However, the representative may not be a person acting in an official position of any organization purporting to represent paraprofessionals other than the Federation or its affiliates.
- 4.1.5 **Arbitrator:** The term “arbitrator” shall apply to an experienced impartial person familiar with school problems who shall be selected by agreement by the District and the Federation from a list prepared by the Public Employment Relations Board, or such other persons as may be mutually agreed upon.

4.2 STEP ONE - INITIATION

- 4.2.1 The aggrieved party will submit the grievance in writing to the appropriate administrator within thirty (30) school days of the date the employee or Federation knew of the act or condition upon which the grievance is based. In any case, a grievance must be filed within ninety (90) school days after the act or condition upon which the grievance is based. The appropriate administrator in most instances will be the building principal.

The complaint shall specify the nature of the grievance including the section of the Agreement that was allegedly violated.

- 4.2.2 Within ten (10) school days after receiving the grievance, the appropriate administrator shall meet with the aggrieved party(s) and a representative of the Federation. Within ten (10) school days after said meeting, the administrator shall issue a written response to the grievance.

4.3 STEP TWO – APPEAL

- 4.3.1 If the Federation and/or employee is not satisfied with the response to

the grievance at Step One, the matter may be submitted to the Superintendent of Schools, or designee. The appeal must be submitted, in writing, within fifteen (15) school days from receiving the Step One response, or when the Step One response should have been received.

4.3.2 Within ten (10) school days after receiving the appeal or grievance, the Superintendent of Schools, or designee shall meet with the aggrieved party(s) and/or an appropriate representative of the Federation.

4.3.3 Within fifteen (15) school days after said meeting, the Superintendent of Schools, or designee shall issue a written response to the grievance.

4.4 STEP THREE – BINDING ARBITRATION

4.4.1 If the Federation is not satisfied with the response to the grievance at Step Two, the Federation may elect to 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 thirty (30) calendar days from receiving the Step Two response, or when the Step Two response should have been received.

4.4.2 The arbitrator shall limit his/her decision to matters specified in the grievance. All decisions rendered in such arbitration shall be final and binding. The arbitrator shall not usurp the functions and duties of the Board or limit the proper exercise of its judgment or discretionary powers granted under the Education Law, this Agreement or any written rule or directive.

4.4.3 The arbitrator's fees shall be shared equally by the Federation and the District.

4.5 LEAVE FOR PRESENTING GRIEVANCES

4.5.1 An aggrieved employee and/or a representative of the Federation shall receive a reasonable amount of time off, without loss of pay or time credits, for the presentation of a grievance.

4.5.2 Notification of the use of release time shall be made to the appropriate administrator on the form agreed to by the parties. Notice shall be made sufficiently in advance to permit proper scheduling.

4.6 WAIVER OF TIME LIMITS AND GRIEVANCE STAGES

Any specified time limits and grievance stages set forth in this Article may be waived upon the mutual agreement of the District and the SFT (or employee, if applicable). Such waivers shall be in writing. Electronic communication between parties shall meet this requirement.

ARTICLE 5 – COMPENSATION

5.1.1 SALARY SCHEDULES AND LONGEVITY

a. **2023 – 2024**

Effective July 1, 2023, all steps shall increase by \$2.00, and unit members who are off step shall receive an increase of \$2.00 to their hourly rate.

b. **2024 – 2025**

Effective July 1, 2024, all steps shall increase by \$1.00, and unit members who are off step shall receive an additional increase of \$1.00 to their hourly rate.

c. **2025 – 2026**

Effective July 1, 2025, all steps shall increase by 3%, and unit members who are off step shall receive an additional increase of 3% to their hourly rate.

d. **2026 – 2027**

Effective July 1, 2026, all steps shall increase by 3%, and unit members who are off step shall receive an additional increase of 3% to their hourly rate.

SALARY SCHEDULE 2023-2027

(Effective 07-01-23)

SFT Paraprofessional Unit				
Salary Schedule				
STEP	2023/24	2024/25	2025/26	2026/27
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

e. 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

f. Longevity Differential

For employees hired on or before February 7, 2001, employees with ten (10) through fourteen (14) consecutive years of service to the District shall receive a longevity differential of \$1.92 per hour, those employees with fifteen (15) through nineteen (19) consecutive years of service to the District shall receive a longevity differential of \$2.17 per hour, and those employees with twenty (20) or more consecutive years of service to the District shall receive a longevity differential of \$2.33 per hour.

g. Summer Recess Optional Pay

Upon request of an employee, the Board will defer sixteen percent (16%) of the employee's pay from each paycheck until the end of the school year for payment with the last paycheck.

h. Attendance Incentive

Employees who work a full semester and whose attendance during that semester reaches the following levels shall receive the following 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 75 days in a semester.

Exclusions that will not count against annual attendance: District approved professional development, FMLA, jury duty, Workers Compensation, 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.

i. Teaching Assistants

Effective November 2019, the following terms and conditions of employment set forth in this section shall apply to all unit members employed by the District as Teaching Assistants.

Salary for Teaching Assistants:

- i. New hires with Level I New York State (NYS) Teaching Assistant Certification will be placed on Step 8 of the paraprofessional salary schedule.
- ii. Unit members possessing Level II NYS Teaching Assistant Certification shall receive a 10% differential added to their salary step.
- iii. Unit members possessing Level III NYS Teaching Assistant Certification or NYS Teacher Certification shall receive a 20% differential added to their salary step.
- iv. Current paraprofessional unit members who receive their Level I Teaching Assistant Certification and are hired as Teaching Assistants shall advance two (2) steps on the salary schedule or be placed on Step 8 of the salary schedule, whichever is greater.

- v. After one (1) year of successful employment as a Teaching Assistant, the District shall reimburse up to a one-time \$275 payment for certification courses and exam fees leading to any certification (Levels I, II, or III). Reimbursement is contingent upon presentation of certification and proof of expenses. Additional reimbursements up to \$275 for further certification may be authorized by the unit member's direct supervisor and the Director of Human Resources.

5.1.2 Unit Members' Assignments

- 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. **Teaching Assistants:** Teaching Assistants shall be assigned duties consistent with the regulations of the Commissioner of Education.
- c. **School Related Personnel Lunch Aides** (Two-hour aides – no duties other than lunch hours supervision).

- 5.1.3 **Placement on Salary Schedule:** Returning employees who have worked during the prior school year for ninety (90) school days or more shall be placed on the next highest salary step they had attained during the prior school year.

Although a newly hired employee shall typically be placed on Step 1 of the appropriate schedule, the Superintendent, in the Superintendent's discretion, may place any newly hired employee at Steps 2, 3, 4 or 5.

Employees who leave the bargaining unit but who remain employed by the District and later return to a position in the bargaining unit shall be placed on the next highest salary step they had attained at the time they left the bargaining unit.

- 5.1.4 **Multi-Building Assignments:** Paraprofessionals whose work assignments require them to be in more than one (1) building on a daily basis shall receive an additional one-half (1/2) hour of monetary compensation for travel time.

- 5.2 **IN-SERVICE EDUCATIONAL OPPORTUNITIES:** All bargaining unit members can be required to attend up to a maximum of ten (10)

hours of in-service education annually. The in-service education normally provided newly hired bargaining unit members shall be scheduled within 90 days of the employee's start date or within the first 90 days of the school year, whichever occurs first. These sessions will be held outside normal working hours and participants shall be paid at their normal hourly rate of pay. This requirement does not preclude the mandatory participation of bargaining unit members in workshops and other programs planned for them which are scheduled on those days when the SFT and/or the Superintendent's conference days are conducted. All documentation of in-service courses and educational courses will be placed in the employee's file upon request.

5.3 PAY DATES

5.3.1 a. 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 (3) months notice to the Federation.

a. Employees will be paid a minimum of 192 days for the school year (a minimum of one-hundred eighty-three (183) duty days and nine (9) paid holidays). For purposes of payroll, employees will be paid \$200 on the Friday after Labor Day. The employee will then receive their semi-monthly annualized pay for each paycheck of the school year. If any employee takes an unpaid day off for any reason whatsoever, the employee will be docked the equivalent of one day's pay for each day of absence.

Alternatively, an employee may elect to receive twenty-four (24) identical amounts rather than twenty (20) identical amounts, with the final four (4) payments paid with the final payroll of the school year. If an employee elects to receive twenty-four (24) pays, he/she must do so by June 30th.

Notwithstanding the above, employees who work the school year and are then employed for thirty (30) days after the end of the school year and prior to September of the next school year shall be paid for service actually rendered.

c. All employees shall sign in daily when they report to work and when they leave work.

5.3.2 At the start of employment, each employee's rate of pay for the year shall be established. For the purpose of establishing a full work year, beginning July 1, 2023 there shall be designated a minimum of one hundred eighty-three (183) duty days and nine (9) paid holidays. Those employees working less than a full year shall have as a basis the calendar duty days and holidays within the period worked. The first day of work for all paraprofessionals shall be on the first building level staff day for teachers in each school year.

5.4 CLASSROOM COVERAGE

- 5.4.1 A paraprofessional who, under emergency conditions, has to fill in for a teacher 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 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 \$7.50 per hour (in half hour increments) above the paraprofessional's normal rate of pay, for each day beyond the 3rd day; and/or
 - b) If a paraprofessional fills in for a teacher(s) for more than 210 hours in a school year on an ad hoc basis (non-consecutive and not in the same assignment), the unit member shall be entitled to an additional \$9.00 per hour (in quarter hour increments) above the paraprofessional's normal rate of pay, for each hour beyond the 210th hour.
- 5.4.3 If a Teaching Assistant serves as a full-day substitute for the same teacher for 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.
- 5.4.4 Classroom Coverage: Teaching Assistants shall be expected to cover classrooms when necessary. In such situations Article 5.4 shall not apply.
- 5.5 After Hour and Non-School Day Assignments: 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.
- 5.6 TCIS Certification: Unit members who are, or become, TCIS certified and works within certain classrooms designated by the District, shall receive an annual stipend of one thousand dollars (\$1,000).

ARTICLE 6 – BENEFITS

6.1 INSURANCE

6.1.1 Health Insurance Eligibility

- a. 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.

6.1.2 The District shall offer an indemnity plan under a self-insured health insurance program. The health insurance benefits currently provided through said plan shall be maintained. Said plan shall contain the following deductibles and coinsurance.

- a. **Hospital Deductible** (inpatient and outpatient combined): One hundred dollars (\$100.00) per individual per calendar year or three hundred dollars (\$300.00) per family per calendar year for all covered hospital expenses.
- b. **Major Medical Deductible:** Two hundred dollars (\$200.00) per individual per calendar year; three hundred dollars (\$300.00) per “two-member family” per calendar year, four hundred dollars (\$400.00) per “more than two-member family” per calendar year, an employee’s payment toward dental insurance claims shall apply to the major medical deductible.
- c. **Major Medical Coinsurance:** After the major medical deductible has been met, the plan will pay eighty percent (80%) of all covered expenses for the remainder of the calendar year.

6.1.3 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.

6.1.4 The District shall continue the vision care plan currently in effect, including examination, eyeglasses and contact lenses.

- 6.1.5 The District will pay ninety-nine percent (99%) of the premium for employees and sixty-six and two-thirds percent (66.66%) of that portion of the family plan premium that applies to family coverage subject to 6.1.11 and 6.1.12.
- 6.1.6 An open enrollment period shall be available to all employees during the month of May each school year. Any employee who otherwise qualifies for health insurance coverage New employees may enroll in District sponsored health insurance plans after ninety (90) days of employment.
- 6.1.7 **Dental Insurance Eligibility**
- a. 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.
- 6.1.8 The dental insurance benefits currently provided shall be maintained. The District's dental plan shall contain the following deductibles and coinsurance.
- a. **Deductible:** An employee's payments toward dental insurance claims shall apply to the Major Medical deductibles as provided in Section 6.1.2(b).
- b. **Coinsurance:** After the deductible has been met, the plan will pay eighty percent (80%) of all covered expenses for the remainder of the calendar year.
- 6.1.9 The District will pay eighty-five percent (85%) of the premium equivalent for eligible employees and fifty percent (50%) of that portion of the family plan that applies to family coverage subject to 6.1.11 and 6.1.12 should the District at some point offer a separate Dental Plan independent of medical coverage.
- 6.1.10 Any employee who otherwise qualifies for dental insurance coverage who is not provided said benefit because of spousal coverage shall be eligible for dental insurance coverage immediately following the unavailability of coverage through his/her spouse.
- 6.1.11 **Effective July 1, 2007** – The employee contribution rates shall apply to all health and dental insurance plans offered by the District and are no longer linked to the self-funded plan.
- 6.1.12 The District shall pay a sum equivalent to-eighty-seven percent (87%) of the premium for individual coverage and eighty-four (84%) of the premium for family coverage. An employee shall pay a sum equivalent to thirteen percent (13%) of the premium for individual coverage and sixteen

percent (16%) of the premium for family coverage. The contributions rates described herein shall apply to all health and dental insurance plans offered by the District.

Effective July 1, 2017 – The District shall pay a sum equivalent to eighty-six percent (86%) of the premium for individual coverage and eighty-three percent (83%) of the premium for family coverage. An employee shall pay a sum equivalent to fourteen percent (14%) of the premium for individual coverage and seventeen percent (17%) of the premium for family coverage. The contributions rates described herein shall apply to all health and dental insurance plans offered by the District.

- 6.1.13 Employee premium contributions for the following July and August shall be deducted throughout the school year, commencing in the prior September of each respective year, beginning on September 1, 2016.

6.1.14 **HEALTH INSURANCE BUY-OUT**

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 buy-out if they are otherwise insured by a non-governmental funded health insurance plan. Retirees shall not be eligible for the buy-out.

The buy-out 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 buy-out.

6.1.15 **RETIREEES**

- a. **Benefits.** An employee who retires from the service of the District may continue to participate in the District's health insurance plan provided that the employee has at least ten (10) years credited service in the District at the time of retirement and is enrolled in the plan prior to the effective date of retirement. Retirees shall receive the same benefits as active employees. Retirees shall not be eligible to continue to participate in the District's dental insurance plan.
- b. **Retirees Prior to July 1, 2007.** For retirees whose effective date of retirement is prior to July 1, 2007, the retirees' share of premiums shall be determined by the District and may be redetermined by the District, as necessary.
- c. **Retirees After July 1, 2007.** For retirees whose effective date of retirement is July 1, 2007 or thereafter, the District shall pay a sum equivalent to eighty-eight (88%) of the premium for individual coverage and eighty-five (85%) percent for family coverage. The retiree shall pay a sum equivalent to twelve percent

(12%) of the premium for individual coverage and fifteen percent (15%) of the premium for family coverage. The contributions rates described herein shall apply to all health insurance plans offered by the District.

- d. **Post-Retirement Change of Coverage.** Effective July 1, 2007, individuals shall be entitled to the level of coverage (individual or family) during retirement that they had at the time of retirement. They shall, however, be entitled to a lower level of coverage (e.g., family to individual). Individuals shall be entitled to a higher level of coverage in retirement (e.g., individual to family) provided that, in addition to the retiree contribution rate, the retiree shall pay the difference in the cost of the level of coverage from the level at retirement to the higher level of coverage.
- e. For retirees whose effective date of retirement is after July 1, 2020, the retiree's share of health insurance premium shall be the same rate for individual or family coverage as was paid at the time of their retirement.

6.1.16 The District shall maintain a flexible benefit spending plan in accordance with Section 125 of the Internal Revenue Code. Such plan shall be made available to all unit members, and participation in said plan shall be at the sole discretion of the individual employee.

6.1.17 **MEDICARE ADVANTAGE PLAN**

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.

6.2 **PERSONAL INJURY AND REIMBURSEMENT**

- 6.2.1 a. For the purposes of this section, "injury" is defined in accordance with New York State Workers' Compensation Law, Section 2(7) as an accidental injury arising out of and in the course of employment and such disease or infection as may naturally and unavoidably result therefrom. The term "injury" shall further be defined as used in Section 10 of the New York State Workers' Compensation law.

The employee shall follow prescribed District procedures in reporting the injury.

- b. An employee who suffers an injury resulting in a disability for seven (7) calendar days or more shall receive full wages and benefits extended by this contract provided the employee has accumulated sick leave accruals. "Full wages" shall be defined as any award payment made by the Workers' Compensation Board together with any remaining amount paid by the District. Deductions from sick leave accruals shall be prorated based upon the District's wage liability.
- c. During the first seven (7) calendar days following an injury resulting in a disability, the employee shall receive full wages and benefits. Any absence related to such injury shall be deducted from the employee's accumulated sick leave, if any. If the disability continues for more than seven (7) calendar days, any wage and benefit not covered by an award payment made by the Workers' Compensation Board shall be deducted from the employee's sick leave accruals and any prior sick leave deductions for those days will be credited to the employee.
- d. Following the maximum award period established by the Workers' Compensation Board, an employee suffering from an injury shall be permitted to use his/her sick leave accruals for a personal injury leave of absence. Following the maximum award period established by the Workers' Compensation Board and upon exhaustion of accumulated sick leave accruals, the employee shall be permitted to take an unpaid personal injury leave of absence for one year.
- e. If a bargaining unit member suffers a serious injury requiring medical treatment incurred in the performance of their duties, the unit member may apply to the Superintendent of Schools, or their designee, to have up to two (2) sick days restored to their accruals. Applications must be supported by medical documentation.

6.2.2 The District shall reimburse employees for costs of replacing or repairing dentures, eyeglasses, hearing aides, or similar bodily appurtenances not covered by workers' compensation which are damaged, destroyed, or lost while in the discharge of the employee's duties within the scope of his/her employment as a result of an act or a second person. Property damage shall be reimbursed upon presentation of proper receipts up to \$500 per occurrence.

6.2.3 The District will reimburse employees for the value of any clothing or personal property damaged or destroyed while the employee was acting in the discharge of his/her duties within the scope of his/her employment provided that the damage or destruction is not attributable to negligence of the employee and provided that the employee reports such loss within

two (2) working days of the occurrence. This provision shall not cover damages to an employee's motor vehicle except that certain damage to tires and windows shall be covered up to a maximum amount of two hundred dollars (\$200). Employees will seek reimbursement from their own insurance carrier before obligating the District under this provision. The only damage to tires and windows 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 and also reports the loss to the school.

6.3 SICK LEAVE

- 6.3.1 a. Paraprofessionals in their first and second year of employment shall be granted one and one-half days (1-1/2) sick leave per month credited on the first of the month. Those paraprofessionals in their third year of employment and thereafter shall be granted fifteen (15) days of sick leave upon commencement of employment in September. Paraprofessionals employed after the opening of school shall have this benefit prorated.
- b. Paraprofessionals employed as twelve-month employees shall receive three (3) additional sick days for their use during the months of July and August and any unused sick days shall be accruable towards accumulated sick leave days as described under Section 6.3.4.
- 6.3.2 Up to three (3) sick days may be used by the employee for family illness. Family shall be defined as an employee's spouse, child, sibling, parent, or any person living as a member of the family in the same household.
- 6.3.3 Employees with less than three (3) years of service may use two (2) days of sick leave for personal business reasons. Employees with three (3) or more years of service may use five (5) days of sick leave for personal business reasons. Personal business leave may not be taken on the workdays immediately before or after a holiday or recess period and shall not be used for vacation, recreational, or other employment purposes.
- 6.3.4 Effective November 1, 2019, employees shall be allowed to accumulate up to two hundred twenty-five (225) days of sick leave.
- 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 non-elective payment into the employee's IRS approved 403(b) account.

- 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.
- 6.3.5 Notice of unused, accumulated and newly credited days shall be provided to employees at the beginning of each school year.
- 6.3.6 Should an employee's services be terminated prior to his/her earning the total number of sick days for which he/she has received payment, the District shall deduct the amount of unearned sick leave pay received from the employee's pay prior to termination.
- 6.3.7 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.
- 6.3.8 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. 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 shall not total more than fourteen (14) hours in any one school year. All other requests for use of leave time shall be made by using the "Leave Use Request Form." The use of leave time in one- and two-hour increments will not total more than fourteen (14) hours in any one school year.
- 6.3.9 **Jury Duty:** 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.

6.4 BEREAVEMENT LEAVE

- 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. 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.

6.5 EXTENDED LEAVE

- 6.5.1 Leave without pay will be granted to employees for the reason and period indicated below:
- a. Leave will be granted for military duty as provided by law.
 - b. Employees may, to the extent possible, request a personal leave without pay. Said request must be directed to the Board of Education and the granting of said leave will be discretionary with said Board. In addition, the leave may not extend beyond June 30 of the school year in which it is requested.
 - c. Upon a return to service, an employee's terms and conditions of employment will be restored to the level in effect at the time of the commencement of said leave.
 - d. All requests for leaves of absence shall be submitted sixty (60) days prior to the date of the commencement of the leave. Upon written request by an employee who failed to provide timely notice according to this paragraph, the Superintendent in his/her discretion may waive the obligation to provide timely notice for good cause shown.

6.6 CHILD REARING LEAVE

- 6.6.1 An employee shall be granted a child rearing leave without pay for up to two (2) years following the birth or adoption of a child. A child rearing leave must be commenced within six (6) months of the birth or adoption of the child. The employee shall submit a request for child rearing leave at least forty-five (45) calendar days prior to the commencement of such leave. If the employee demonstrates that forty-five (45) calendar days' notice is not possible, the employee shall provide as much notice as is practical under the circumstances. This request shall indicate the length of such leave requested by the employee. Such a leave is renewable at the

discretion of the Superintendent. Such requests for a renewal of the leave shall be submitted at least ninety (90) days prior to the end of the leave.

- 6.6.2 An employee absent on a child rearing leave shall notify the Superintendent of his/her intention to return to service at least ninety (90) calendar days prior to the end of the child rearing leave. Failure to notify the Superintendent within the time prescribed by this section of the intention to return to service shall constitute a resignation. The Superintendent, in his/her discretion, may permit an employee to file a late notice of intention to return to service.
- 6.6.3 Upon the loss of a child, an employee on Child Care Leave may elect to return to duty before the expiration date of such leave. The employee shall be allowed to return to their prior position on the first day of the semester following such a loss.
- 6.6.4 If the expiration of the leave occurs during the school year, the employee will be restored to a position at the same level, step, and hours as in the previous position. If the expiration of the leave occurs at the end of the school year, the employee will be restored to their former position at the start of the next school year.
- 6.6.5 Date of Return from Leave: If the expiration of the child rearing leave is two (2) months or less prior to the close of the school year or is four (4) weeks or less prior to the end of the school semester, the District may require the employee to wait until the next school year or next school semester to return to service.
- 6.6.6 No employee shall accumulate additional leave days during this leave. However, an employee may participate in the District's Health and Dental Insurance Plan at their own expense.
- 6.6.7 To the extent that FMLA is applicable to this leave, it shall be utilized.

6.7 ADDITIONAL BENEFITS

- 6.7.1 **Annuities:** The District will continue its tax-sheltered annuity plan, deducting from the gross pay of participating employees who request it, the premiums due and submitting the premiums to the designated underwriter or agent at the proper times. The employee will continue to enjoy free choice of the tax-sheltered annuity plans available. An employee may initiate, alter, or discontinue a plan effective September 1, January 1, and/or May 1 of any year on three (3) weeks' notice.
- 6.7.2 **Deductions:** The District shall check off and remit payments to the NYSUT Benefit Trust upon submission of a signed authorization to the payroll office for any NYSUT member or agency fee payee. Such signed authorization may be discontinued at the end of the term upon written

notice by the employee to the District. The District shall remit to the NYSUT Benefit Trust the payments deducted and shall furnish the plan and the Federation with a list of all employees from whose salaries such deductions have been made.

- 6.7.3 **Tuition Charges:** 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.

- 6.7.4 **Tuition Reimbursement:** 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, the course must be taken after July 1, 2023 and during the unit members employment as a paraprofessional or teaching assistant. Superintendent approval is required to ensure the course(s) are aligned to a teacher (education) certification area and that the member is in good standing.

Once approved, the paraprofessionals and teaching assistants will be reimbursed the cost of tuition for successful completion of relevant coursework as follows:

- i. 100% reimbursement for final grade of “C” or higher or “Pass”, when appropriate.
- ii. No reimbursement for a failing final grade.

Any reimbursement must 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.

- 6.8 **Religious Leave:** 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.

ARTICLE 7 – EMPLOYEE RIGHTS AND PROTECTIONS

7.1 LAYOFF AND RECALL

- a. In the event of a layoff, the affected employee shall be the one with the least total service in the bargaining unit. Such service need not be consecutive within the bargaining unit but must be continuous service in the district.

Resignations and terminations 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.

- b. An employee who is laid off shall be placed on a preferred recall list which shall expire one (1) full year from the September immediately following said layoff. If a vacancy occurs, said employee shall be recalled in order of seniority.
- c. In the event the District needs to eliminate positions within the bargaining unit, Teaching Assistants shall be considered separate and distinct from paraprofessionals and will not be subject to layoffs if paraprofessional positions are eliminated.

7.2 ANNUAL ASSIGNMENT AND TRANSFERS

- 7.2.1 **Notification:** An employee shall be notified of the likelihood of re-employment for the following year by June 19 of the preceding year. Notification of assignment shall be made at the same time or as soon after as possible and shall indicate the school, grade level, and type of work and teacher or administrator with whom the employee will be working and to the extent feasible the time the paraprofessional would be employed. Provided that information on the funding of paraprofessionals positions is known by the school district, notification of re-employment will occur at least thirty (30) days prior to the beginning of the new school year. At the time the annual re-employment notice is sent to paraprofessionals, an insert will be included which lists any paraprofessional vacancies existing at that time.

- 7.2.2 An employee who has served satisfactorily in a given assignment and who requests a continuation in the same assignment the following year shall normally be continued in that assignment.
- 7.2.3 In making reassignments during the annual assignment process, the preferences expressed by employees will be followed to the extent possible.
- 7.2.4 **Employee Requests for Transfer (Annual transfer options beginning the next school year, posted in June, July, August):** An employee may request a transfer to a desired position which is open. The employee's request shall be considered.
- 7.2.5 When all other factors of 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 and involuntary separations of employment shall break the continuity of service, but approved leaves of absence shall not.
- 7.2.6 **Employee Requests for Transfer During the School Year:** An employee may request a transfer to a desired position which is 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.

- 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 positions 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.

7.3 POSTING OF VACANCIES

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.

7.4 PROTECTION

- 7.4.1 **Assault:** An employee will immediately report any case of assault suffered in connection with employment to the principal or immediate supervisor. The administration will take appropriate action to assure the future health and safety of the employee.
- 7.4.2 **Legal Defense:** The Board agrees to hold employees harmless for all financial loss, including reasonable attorney's fees, arising out of any claim, demand, suit, criminal prosecution, or judgment by reason of any act or omission to act by such employee while serving within the scope of his/her employment in the discharge of his/her duties.
- 7.4.3 **Payment of Loss:** The District shall reimburse loss resulting to an employee from taking students on trips authorized by the District, providing the employee was acting in the discharge of his/her duties within the scope of his/her employment and the District shall reimburse an employee for any additional premiums on his/her automobile insurance up to a maximum of three (3) years resulting from any excess of his/her policy limits.
- 7.4.4 **Notification:** An employee must notify the District Treasurer of any accident or claim which might be covered by this section within ten (10) days after the accident occurs or the employee knows of the claim. In addition, an employee shall within ten (10) days of the time he/she is

served with any summons, complaint process, notice demand, or pleading, deliver the original or a copy thereof to the District Treasurer.

- 7.4.5 **Loss of School Property:** Employees shall not be held responsible for loss to school property when such loss is not the fault of the employee.

7.5 EMPLOYEE RIGHTS

- 7.5.1 **Personnel Files:** A personnel file on an employee shall be maintained by his/her building principal or administrative supervisor or by the central administration as appropriate. An employee's file shall be open for inspection by him/her at any time but not to others except supervisory staff members whose duties actually require access to the file. An employee shall have the right to see and to respond to any derogatory material before it is placed in his/her file.

- 7.5.2 **Freedom of Association:** No censure, reproof, discrimination, disciplinary action or loss of any rights or privileges which violate an employee's constitutional rights shall be made by the school district.

- 7.5.3 **Loyalty Oath:** The District agrees not to require any employee to complete any oath or affirmation of loyalty except as required by law.

7.6 DISCIPLINARY ACTION

- 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. No written notation or record of any anonymous complaint received by the administration shall be placed in the employee's personnel file.

- 7.6.2 No employee shall be disciplined except for just cause. Such employee shall be served with a written notice of the action and the reason for it. A copy of the notice shall be sent to the President of the Federation.

- 7.6.3 If the employee disagrees with the disciplinary action, then the employee may elect to file a written grievance with the Superintendent of Schools within fifteen (15) school days following the issuance of the Notice of Discipline. The Superintendent shall conduct a hearing within fifteen (15) school days following the filing of the grievance and thereafter shall issue a decision within fifteen (15) school days following the hearing.

If the employee and the Federation disagree with the Superintendent's decision, the employee and the Federation may elect to 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. If the employee disagrees with the Superintendent's decision, the employee may elect to submit the matter to arbitration with

the New York State Public Employment Relations Board in accordance with its Rules and Regulations. If the Federation does not represent the employee in the arbitration proceedings, the employee shall be responsible for the cost incurred pursuant to Section 4.4.3 of this Agreement. The demand for arbitration must be filed within fifteen (15) school days of the employee's receipt of the Superintendent's decision. All decisions rendered in such arbitration shall be final and binding.

In the event that there are not a sufficient number of school days between the date of the service of the Notice of Discipline and the conclusion of the school year subsequent to the conclusion of the school year, days shall be regarded as "calendar days" except on Saturdays, Sundays, and holidays. This applies to the filing of the grievance, Superintendent's hearing, his/her decision, and the arbitration process.

- 7.6.4 Binding arbitration shall serve as the only method of resolving challenges to disciplinary action, hence, wholly replacing the statutory provisions provided in Section 75 and 76 of Civil Service Law.
- 7.6.5 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.

ARTICLE 8 – EVALUATION

8.1 EVALUATION CONFERENCE

Each employee shall be evaluated at least once during the school year, after a reasonable time to become familiar with the assignment. Classroom teachers shall complete a narrative commenting on the paraprofessional's general performance which shall be submitted to and considered by the appropriate immediate administrative supervisor. The administrative supervisor shall be responsible for the paraprofessional's evaluation. Shall a paraprofessional be dissatisfied with the evaluation, he/she may request a conference with both the supervising teacher and the immediate administrative supervisor in attendance.

8.2 WRITTEN REPORT OF EVALUATION

A written evaluation shall be placed in the employee's file after it has been read and signed by the employee and a copy given to the employee. The employee shall have an opportunity to write a response of the evaluation, such response to be a permanent attachment to the evaluation.

8.3 JOB DESCRIPTION

A job description shall be provided to each employee upon employment to a new job title. A job description of the position shall be provided at the time of any job interview. After notifying the Federation no later than 24 hours prior to alteration to a written job description, the District may add specific job requirements to standard job descriptions, such additional requirements may be the subject of impact negotiations.

8.4 PROCEDURE OF EVALUATION

- 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 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”.

ARTICLE 9 – WORKING CONDITIONS

9.1 WORK YEAR

Full year paraprofessionals shall receive pay for one hundred eighty-three (183) duty days plus nine (9) paid holidays and any emergency days declared by the District during the school years covered by this Agreement. Duty days will be defined by a calendar which will be provided to each employee. Additional days may be approved by the Superintendent of Schools. During the school years covered by this Agreement, the paid holidays will be:

Indigenous Peoples’ Day	New Year’s Day
Veteran’s Day	President’s Day
Thanksgiving Day	Memorial Day
Friday after Thanksgiving	Juneteenth
Christmas Day	

A paraprofessional working on an extended year basis shall be paid for Independence Day and for Labor Day if working during the period when such holidays occur.

At the time of employment or re-employment, a calendar of duty days and paid holidays will be provided.

School lunch monitors covered by this Agreement shall have as a work year the number of days lunches are served plus an amount of time prior to opening of school for preparation and after closing of school for cleanup as determined by the school district. If the school district determines a further need for their services in the opening or closing of a school building, their work year can be extended to coincide with that of the paraprofessional of said building.

9.1.1 Two (2) days among the duty days shall be used for the purpose of attending the staff development days planned jointly by the District and the Schenectady Federation of Teachers.

9.1.2 The paraprofessionals assigned to CAINS/CASSEST at WIEC, and the paraprofessionals assigned to Outreach at the Schenectady County Correctional Facility shall be twelve-month employees. They shall be required to work thirty (30) days during the months of July and August.

Compensation for days worked in July and August shall be at the employee's regular rate of pay. Scheduled wage increases for these employees shall take effect on July 1st annually.

- 9.1.3 The paraprofessionals assigned to the Special Education Office at the Career Center at Steinmetz, the paraprofessional assigned in the Federal and State Grant Office at the Career Center at Steinmetz and the paraprofessionals assigned under the chief technology officer shall be twelve-month employees. They shall be required to work thirty (30) days during the months of July and August. Compensation for days worked in July and August shall be at the employee's regular rate of pay. Scheduled wage increases for these employees shall take effect on July 1st annually.
- 9.1.4 The paraprofessional assigned to culinary at the Career Center at Steinmetz shall receive \$1,000 annually in addition to the basic and other compensation due them for catering a minimum of fifteen (15) events involving students outside of the normal school hours. This stipend is payable in June of the applicable school year upon verification of the events.
- 9.1.5 Teaching Assistants shall be required to attend Superintendent's Conference Days. If the work year will exceed 183 days, the Teaching Assistant shall be paid their normal per diem for being in attendance.

9.2 WORKDAY

The needs of the individual projects and/or the school curriculum shall determine the length of the workday.

All bargaining unit members shall be assigned work hours consecutively as determined by the Principal or Administrator between the following hours:

Elementary	7:00 a.m. and 4:30 p.m.
Middle School	7:00 a.m. and 4:30 p.m.
High School	6:30 a.m. and 5:00 p.m.
All others	6:30 a.m. and 5:00 p.m.

Paraprofessionals shall receive at the beginning of each school year a written description of their work schedule that shall be in effect for the entire school year unless mutually agreed upon in writing between the paraprofessional and their administrative supervisor.

Annual Teaching Assistant assignments may be scheduled up to an eight (8) hour workday exclusive of a thirty (30) minute unpaid lunch. The Building Principal shall schedule the lunch periods for Teaching Assistants. Teaching Assistants will not be assigned a preparation period.

9.3 DUTY FREE BREAK PERIOD

Each bargaining unit member will be provided a ten (10) minute duty free break in the morning and afternoon.

9.4 DUTY FREE LUNCH BREAK

Bargaining unit members shall be granted opportunity during the workday for a duty-free lunch period equal in length to the student lunch break in that facility. No employee shall be assigned duties which extend continuously for more than three (3) hours.

9.5 LUNCH TIME SUPERVISION

The District may assign paraprofessionals to lunch time supervision. The District shall assign lunch time supervision to the paraprofessionals with the least district-wide seniority within a particular school building as available as determined by the principal.

9.6 BUS DUTY

The District may assign bargaining unit members to supervise the loading and unloading of students as a part of their workday. The District will not assign bargaining unit members to ride busses without their consent unless required as a part of the student's IEP.

9.7 FACULTY MEETINGS

Bargaining unit members are encouraged to attend at their discretion. When attendance is required, bargaining unit members shall be paid for time beyond their workday. Bargaining unit members shall receive notification of faculty meetings at the same time and in the same manner as teachers.

9.8 WORK AREAS

Classrooms and work areas in which bargaining unit members perform their duties shall be the subject of discussion and resolution at conference specified in Section 10.4.1.

9.9 USE OF FACILITIES

The employees of this unit constitute an integral part of the educational staff of the district and shall be afforded access to and use of lounges, dining areas and work areas on an equal basis with other members of the educational staff.

9.10 FULL-TIME HOURS

The full-time equivalence shall be seven (7) hours per day exclusive of the unpaid, duty-free lunch break. Paraprofessionals may be assigned to eight (8) hours per day positions as determined by the District. Promotions, assignments, and transfers of paraprofessionals to eight (8) hour positions shall be assigned as set forth in Sections 7.2.5 and 7.3 of this Agreement.

9.11 PART-TIME HOURS

Paraprofessionals who now work less than seven (7) hours shall continue to work such hours.

9.12 PARAPROFESSIONAL ORIENTATION PROGRAM

Effective July 1, 2004, for the period July 1, 2004 through June 30, 2005, and annually thereafter, up to \$10,000 of the District's monies shall be allocated for the Paraprofessional Orientation Program designed and implemented by the Paraprofessional Unit of the Schenectady Federation of Teachers. Said program plan for the period July 1, 2004 through June 30, 2005, and annually thereafter, shall be submitted to the Superintendent or his/her designee for approval prior to the commencement of the 2004-2005 school year and annually thereafter.

9.13 NEW TEACHER ORIENTATION

Newly hired Teaching Assistants shall be required to attend new teacher orientation programs. No additional compensation shall be paid for attending these programs.

9.14 MENTOR COMMITTEE

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.

9.15 TIME CLOCK

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 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.

ARTICLE 10 – FEDERATION RIGHTS

10.1 USE OF SCHOOL FACILITIES

10.1.1 Building and Equipment

The Federation and its representatives shall have the right to use school buildings and equipment without cost at reasonable times of the day or evening for meetings and other business provided that such use will not conflict with previously scheduled school activities. The principal of the building will be notified in advance of the time and place of each meeting. The use of school duplicating and other equipment by the Federation shall be occasional.

The Federation will provide supplies and materials which are consumed or will reimburse the District for the cost of such supplies and materials used. Any additional janitorial costs for after normal hours shall be borne by the Federation. If excessive wear or damage to equipment is experienced, the District reserves the right to withdraw the use of the equipment.

10.1.2 Intra School Mails

The Federation shall have the right to use the intra-school mail facilities of the District to communicate with its officers, representatives, members, and the employees whom it represents.

10.1.3 Mailboxes

A mailbox or mailboxes shall be provided in each school for employees in the unit assigned to that school. The Federation shall have a right to use such mailboxes for Federation business. The mailboxes shall similarly be open to individual employees in the unit.

10.1.4 Bulletin Boards

The employees in the unit shall be afforded bulletin board space in each school for communications with each other and with the faculty.

10.2 DUES DEDUCTION

10.2.1 Federation members shall have the exclusive right to have their membership dues deducted by the Business Office from their paychecks. Dues deductions shall be made in equal installments throughout the school year. A signed authorization by each member desiring dues deduction shall be deposited with the Business Office. Such authorization shall carry over from year-to-year until withdrawn by the employee.

- 10.2.2 Additions to the list of those authorizing payroll deductions of dues shall be made at any time to be effective for the next payroll date after fifteen (15) days.
- 10.2.3 The Business Office will transmit monies from dues deduction to the Federation within fifteen (15) days of the pay period for which the dues are deducted and shall notify the Federation of any withdrawals from payroll deductions as they occur.
- 10.2.4 The Federation will provide authorization cards for dues deduction. The Federation agrees to give the Business Office thirty (30) days notice in case its membership changes its dues rates for members in the Paraprofessional and School Related Personnel Unit.

10.3 RELEASE TIME FOR FEDERATION REPRESENTATIVES

10.3.1 Negotiating Committee

If negotiating meetings result in an impasse and there are meetings with a Public Employment Relations Board mediator or factfinder and the latter requests meetings during the school day, the representatives of the Federation will be relieved from all regular duties without loss of pay as necessary in order to permit their participation in such meetings. Such time will not be deducted from accumulated leave. The total number of days released time shall not exceed twenty (20) in any one year.

10.3.2 When meetings are scheduled during the school day pursuant to Section 10.3.1, no more than one (1) Federation representative per school building in the aggregate at once will, upon agreement between the Superintendent and Federation President, be released to participate in such meetings.

10.3.3 Released time will be granted for grievance work by Federation representatives and witnesses as it is agreed to be necessary by the Superintendent and the Federation President.

10.3.4 The President or Vice President of the Federation shall be afforded such time to work with the administration, teachers, and paraprofessionals to carry out the Agreement effectively as the Superintendent and the Federation President shall mutually deem desirable. Twelve (12) days without loss of pay shall be granted the President and/or designees to attend workshops other than the Superintendent's Conference Day.

10.4 INFORMATION AND COMMUNICATIONS

10.4.1 Conferences

The Federation paraprofessional building representative in each school shall meet at least once monthly with the building principal to review and improve school practices and programming. The President of the

Paraprofessional Unit will appoint a committee to meet monthly with a representative of the Superintendent's office to consider matters of concern to paraprofessionals.

10.4.2 Employees List

The Federation shall be provided with a list of all employees and their building assignments no later than the end of the first week in the school year. Any appointments or changes of personnel shall be forwarded to the Federation as they are made but, in any event, no later than one (1) week from the date of the change or appointment.

10.4.3 Board Meetings

The Federation shall be informed of the schedule of Board of Education meetings. Seating shall be reserved for Federation representatives until meeting time. Two (2) copies of the board minutes shall be forwarded to the Federation and the Paraprofessional President.

COMPLIANCE WITH SECTION 204A 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.”

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 City School District of the City of Schenectady

By: _____
Anibal Soler, Jr.
Superintendent of Schools

By: _____
Bernice Rivera
President of the Board of Education

By: _____
Tracy Cimino, Vice-President
SFT Paraprofessional Unit

By: _____
Michael Silvestri, President
Schenectady Federation of Teachers

By: _____
Brian Melanson, Chairperson
SFT Negotiating Committee

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:

High School	5 access points
Middle Schools	3 access points
Elementary Schools	3 access points

APPENDIX “B”

SCHENECTADY CITY SCHOOL DISTRICT PARAPROFESSIONAL EVALUATION ---School Year---

EMPLOYEE NAME	---Staff Full Name---
LOCATION	---HR Work Location---
DATE	--- Date of Evaluation---
JOB TITLE	---Staff Title---
EVALUATOR	---Staff Evaluation Supervisor Full Name---
CONTRIBUTORS	---Contributors---

Rate each item by selecting the phrase that most clearly describes the employee's actual work performance.

<u>Communication:</u>	
Highly Effective	Always keeps supervisor and other who need to know well informed
Effective	Usually keeps supervisor and other who need to know well informed
Developing	Communication is not always clear and consistent
Ineffective	Unacceptable performance
Not Applicable	Not Applicable
<u>Technology:</u>	
Highly Effective	Knowledgeable and able to help students using technology
Effective	Able to use most technology available
Developing	Needs more training and experience using technology
Ineffective	Unacceptable performance
Not Applicable	Not Applicable
<u>Classroom Support and Interaction:</u>	
Highly Effective	Provides excellent classroom support for teachers and interactions in the classroom contribute to student success
Effective	Provides support for teachers as requested and interactions with students are usually effective in contributing to student success
Developing	Needs more training and experience
Ineffective	Unacceptable performance
Not Applicable	Not Applicable
<u>Interactions with Students:</u>	
Highly Effective	Interactions with students reflect genuine respect, caring and cultural understanding for individual students, as well as groups of students
Effective	Interactions with students demonstrate general caring and respect. Interactions are appropriate to the ages and cultures of the students
Developing	Student interactions are generally appropriate but may reflect occasional inconsistencies, favoritism, or disregard for students' cultures
Ineffective	Student interactions are inappropriate to the age or culture of the students
Not Applicable	Not Applicable

APPENDIX “B”

<u>Self Discipline:</u>	
Highly Effective	Always maintains effective control of self and always uses appropriate strategies to address student behavior
Effective	Usually maintains effective control of self and usually uses appropriate strategies to address student behavior
Developing	Needs more training and experience
Ineffective	Unacceptable performance
Not Applicable	Not Applicable
<u>Attitude towards work:</u>	
Highly Effective	Always has a positive working attitude that strengthens the school and creates an environment of trust
Effective	Usually has a positive working attitude
Developing	Sometimes has a negative attitude when under pressure or in difficult situations
Ineffective	Often downgrades the school and many of the employees
Not Applicable	Not Applicable
<u>Attendance:</u>	
Highly Effective	Perfect Attendance
Effective	Acceptable Attendance
Ineffective	Poor Attendance
Not Applicable	Significant illness impacted attendance this year (i.e. FMLA, etc.)
<u>Tardiness:</u>	
Highly Effective	Always punctual and prepared to begin working at the expected start time
Effective	Usually punctual and prepared to begin working at the expected start time
Developing	Usually reports to work on time but is often unprepared to begin working at the expected start time
Ineffective	Often late and unprepared to begin working at the expected start time
Not Applicable	Not Applicable
<u>Safety:</u>	
Highly Effective	Paraprofessional assists students with implementing classroom safety procedures
Effective	Paraprofessional regularly implements classroom safety procedures
Developing	Paraprofessional inconsistently implements classroom safety procedures
Ineffective	Paraprofessional does not implement classroom safety procedures
Not Applicable	Not Applicable
<u>Collaborative Teamwork:</u>	
Highly Effective	Willing to jump in and help with any situation without necessarily being asked; offers and takes suggestions for improvements
Effective	Follows instructions and cooperates with team members and other school staff
Developing	Struggles to follow instructions and takes some suggestions for improvement
Ineffective	Is argumentative and does not take constructive criticisms for improvements
Not Applicable	Not Applicable

APPENDIX “B”

COMMENTS REGARDING OVERALL PERFORMANCE:

SPECIFIC AREAS NEEDING IMPROVEMENT:

IDENTIFY IF THERE ARE OTHER REQUIRED TRAININGS FOR PROFESSIONAL LEARNING:

RESPONSE OF PARAPROFESSIONAL:

This evaluation has been discussed with me by my supervisor:
