



**City School District of Albany**

**EMPLOYEE**

**HANDBOOK**

*Office of Human Resources – Revised 2014/2015*

**CITY SCHOOL DISTRICT OF ALBANY**

**EMPLOYEE HANDBOOK**

I. Mission ..... 1

II. Overview ..... 1

III. Definitions ..... 2

IV. Purpose of Employee Handbook ..... 2

V. The Americans with Disabilities Act Policy ..... 2

VI. Affirmative Action and Equal Employment Opportunity ..... 3

    A. Affirmative Action ..... 3

    B. Equal Employment Opportunity Policy..... 3

    C. BOE Policy 0100 - Anti-Discrimination & Equal Employment Opportunity ..... 3

    D. Fair Treatment Policy ..... 4

VII. Sexual Harassment and Bullying Prevention ..... 4

    A. Sexual Harassment Policy ..... 4

    B. BOE Policy 0110 – Sexual Harassment ..... 5

    C. Bullying Prevention Policy..... 5

    D. BOE Policy 0115.1 – Bullying Prevention ..... 6

VIII. SOLICITATION..... 6

IX. CIVIL SERVICE SYSTEM ..... 7

    A. Unclassified and Classified Services ..... 7

    B. Civil Service Appointments ..... 7

    C. Examinations and Promotions ..... 8

    D. Veteran’s Credit ..... 8

X. EMPLOYMENT MATTERS..... 9

    A. Oath of Office ..... 9

    B. Residency Requirement ..... 9

    C. Driver's License ..... 9

    D. Probationary Period ..... 10

	E. Rules of Conduct .....	10
	F. Code of Ethics.....	12
	G. Unauthorized Work .....	14
	H. Disciplinary Action .....	15
	I. Personnel File .....	18
XI.	OPERATIONAL POLICIES .....	18
	A. Departmental Hours .....	18
	B. Emergency Situations/Snow Days .....	19
	C. Meal Periods.....	19
	D. Time Records.....	20
	E. Expense Reimbursement Policy.....	20
	F. Vehicle Usage Policy.....	21
	G. Supplies, Tools and Equipment, and Fuel Usage Policies .....	22
	H. Search of School Property.....	22
	I. Telephone Usage Policy .....	22
	J. District Cell Phones .....	23
	K. Personal Appearance Policy.....	23
	L. Maintenance of Work Area .....	24
	M. Assault .....	24
	N. Personal Property.....	24
XII.	ABSENCE POLICIES .....	24
	A. Tardiness.....	24
	B. Notification of Absence .....	24
	C. Jury Duty Leave.....	25
	D. Bereavement Leave .....	25
	E. Military Leave and Military Leave of Absence .....	25
	F. Family and Medical Leave Policy .....	26
	G. Leave of Absence to Care for an Infant .....	30
	H. Leave for Cancer Screening.....	30
XIII.	COMPENSATION .....	31
	A. Wage and Salary.....	31
	B. Overtime Pay.....	31

C. Out-of-Title Pay .....	31
D. Pay Period and Check Distribution .....	32
E. Payroll Deductions .....	32
XIV. EMPLOYEE BENEFITS.....	32
A. Holidays/Shutdown Periods .....	32
B. Vacation Leave Policy .....	33
C. Sick Leave Policy .....	33
D. Personal Leave Policy .....	34
E. Medical Plan .....	34
F. Flexible Spending Account.....	36
G. Medical Insurance Buy-out Program .....	36
H. Continuation of Medical Benefits .....	37
I. Medical Insurance for Retired Employees .....	38
J. Workers' Compensation Insurance .....	39
K. 403 (b) Plan .....	39
L. Employee Assistance Program.....	40
M. Unemployment Insurance .....	40
N. The New York State Employees' Retirement System.....	40
O. The New York State Teachers' Retirement System.....	41
P. Conference Policy .....	42
Q. Drug-Free Workplace Policy .....	42
R. Smoking Policy.....	43
XV. SAFETY .....	43
A. Safety Procedures.....	43
B. Hazard Communication Program .....	44
XVI. COMMUNICATION PROCEDURES .....	46
A. Bulletin Board.....	46
B. Adverse Correspondence .....	46
C. Electronic Communications Policy.....	46
Employee Receipt and Acceptance.....	48

## **I. Mission**

**TO EDUCATE AND PREPARE ALL STUDENTS FOR COLLEGE AND CAREER,  
CITIZENSHIP AND LIFE, IN PARTNERSHIP WITH OUR  
DIVERSE COMMUNITY.**

***“RAISE THE BAR. COMMIT TO EXCELLENCE.”***

## **II. Overview**

The City School District of Albany Employee Handbook has been developed to provide general guidelines about the City School District of Albany’s policies and procedures for employees. It is a guide to assist you in becoming familiar with some of the privileges and obligations of your employment. None of the policies or guidelines in the Handbook are intended to give rise to contractual rights or obligations, or to be construed as a guarantee of employment for any specific period of time, or any specific type of work. Additionally, these guidelines are subject to modification, amendment or revocation by the City School District of Albany at any time, without advance notice.

The personnel policies of the City School District of Albany are established by the Board of Education, which has delegated authority and responsibility for their administration to the Superintendent of Schools. The Superintendent may, in turn, delegate authority for administering specific policies. Employees are encouraged to consult Human Resources for additional information regarding the policies, procedures, and privileges described in this Handbook.

In the event a federal, state or local statute should conflict with a provision of this Employee Handbook, then such statute, law or ordinance will prevail.

In the event an expressed and explicit provision set forth in a collective bargaining agreement between the City School District of Albany and an employee organization as defined by the Public Employees’ Fair Employment Act (Taylor Law) should conflict with an employee benefit, personnel policy, personnel procedure, or other provision set forth in this Employee Handbook the expressed and explicit provision of the collective bargaining agreement will control. Otherwise, unless expressly excluded herein, this Employee Handbook is applicable to all employees. The Board of Education reserves the right to interpret, change, modify, eliminate or repeal any provision contained in this Employee Handbook at any time without prior notice.

### III. Definitions

**District** - For purposes of this Employee Handbook, "District" will mean and refer to the City School District of Albany.

**Board** - For purposes of this Employee Handbook, "Board" will mean and refer to the Board of Education of the City School District of Albany.

**Employee** - For the purposes of this Employee Handbook, "Employee" will mean a person employed by the District, including, but not limited to, the Superintendent, Assistant Superintendent, Supervisor, permanent employee, provisional employee, probationary employee, temporary employee, seasonal employee, trainee, or student intern, but not an elected official nor an independent contractor.

### IV. Purpose of Employee Handbook

**Purpose** - This Employee Handbook is **NOT a contract of employment and shall not be construed as such.** The purpose of this Employee Handbook is to communicate the District's personnel policies and practices to all employees. Each employee should understand the policies that relate to rules, regulations, procedures, practices, work standards, employment classifications, compensation, and benefits.

**Questions** - Any questions regarding any topic covered in this Employee Handbook should be directed to the Human Resources Department.

### V. The Americans with Disabilities Act Policy

**Policy Statement** - The District complies with the Americans with Disabilities Act (ADA). The District does not discriminate against qualified individuals with a disability who, with or without reasonable accommodation, can perform the essential functions of the position that such individual holds or desires. It is the policy of the District to hire, promote, and maintain terms, conditions, and privileges of employment in a manner which does not discriminate on the basis of a qualified individual's disability.

**Policy Coordinator** - Inquiries concerning the District's compliance with the regulations implementing the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973 should be directed to the Human Resources Administrator who has been designated to coordinate the District's efforts to comply with these regulations. For the purposes of this policy, the term ADA Compliance Coordinator will mean and refer to the Human Resources Administrator.

## **VI. Affirmative Action and Equal Employment Opportunity**

### **A. Affirmative Action**

**Policy Statement** - The District is an Equal Employment Opportunity/Affirmative Action employer. The Board adopted an Affirmative Action Policy on April 3, 1990, which is consistent with federal, state, and local regulations implementing affirmative action, including the Minority and Women Owned Business Enterprise (M/WBE) program of the City of Albany and the District's Equal Employment Opportunity Policy. The District's Affirmative Action Policy governs all of the District's employment policies, practices and actions including, but not limited to, recruitment, selection, hiring, assignment/reassignment, advancement, transfer, promotion, and training. This policy also governs the District's bidding practices and purchases of goods and services.

**Policy Coordinator** - The Board has appointed an Affirmative Action Officer who has the right and responsibility to review all proposed District hiring and employment decisions and to approve all such decisions in accordance with the District's Affirmative Action Plan. Inquiries concerning the District's compliance with the regulations implementing affirmative action should be directed to the Human Resources Administrator who has been designated to coordinate the District's efforts to comply with these regulations.

### **B. Equal Employment Opportunity Policy**

**Policy Statement** - The District is an Equal Employment Opportunity/Affirmative Action employer. The District does not discriminate on the basis of race, color, national origin, gender, age, disability, religion, marital status, sexual orientation, genetic information or veteran status. Discrimination based on any of the above groups is strictly prohibited. The District's Equal Employment Opportunity Policy applies to all aspects of employment including, but not limited to, hiring, placement, compensation, promotion, transfer, training, leave of absence, and termination.

**Policy Coordinator** - Inquiries concerning the District's compliance with the regulations implementing Equal Employment Opportunity should be directed to the Human Resources Administrator who has been designated to coordinate the District's efforts to comply with these regulations.

**Notification of Policy Violations** - An employee should immediately report any perceived violation of this policy to the Human Resources Administrator. All complaints of discrimination will be investigated discreetly and promptly. An employee who reports discrimination will not suffer adverse employment consequences as a result of making a good-faith complaint.

### **C. BOE Policy 0100 - Anti-Discrimination & Equal Employment Opportunity**

Please refer to [www.albanyschools.org](http://www.albanyschools.org) > Board of Ed. link > Quick Links > Board Policies for details.

“The Board of Education, its officers and employees shall not discriminate against any student, employee or applicant on the basis of race, color, national origin, creed, religion, marital status, gender, age, sexual orientation or disability.”

#### **D. Fair Treatment Policy**

**Policy Statement** - It is the policy of the District to treat all employees with fairness, respect, and dignity. The District will not tolerate harassment or discrimination of any kind in the workplace.

**Policy Coordinator** - Inquiries concerning the District's Fair Treatment Policy should be directed to the Human Resources Administrator who has been designated to coordinate the District's efforts against harassment or discrimination.

**Notification of Policy Violations** - An employee should immediately report any kind of harassment or discrimination in the workplace to the Human Resources Administrator. All complaints of harassment or discrimination will be investigated discreetly and promptly. An employee who reports harassment or discrimination in the workplace will not suffer adverse employment consequences as a result of making the complaint.

### **VII. Sexual Harassment and Bullying Prevention**

#### **A. Sexual Harassment Policy**

**Policy Statement** - The Board has adopted a Sexual Harassment Policy which is consistent with federal and state regulations. It is the District's policy to ensure an environment for all employees which is humane and respectful. Sexual discrimination in the form of sexual harassment is prohibited. The District will act positively to investigate alleged harassment and to affect a remedy when an allegation is determined to be valid.

**Definition of Sexual Harassment** - For purposes of this policy, sexual harassment will mean and refer to unwanted sexual advances, requests for sexual favors, and/or verbal, non-verbal or physical conduct of a sexual nature when any or all of the following conditions exist:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting that individual; or
- Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

**Enforcement of Policy** - The District will not tolerate any actions by supervisory staff that threatens or insinuates, either explicitly or implicitly, that an employee's refusal to submit to sexual advances will adversely affect the employee's employment, evaluation, wages,



advancement, assigned duties, shifts, or any other condition of employment or career development.

The responsibility for maintaining a workplace free of any form of sexual harassment is not limited to supervisory staff. All employees are prohibited from engaging in conduct including, but not limited to the following:

- Sexual flirtations, touching, advances, or propositions;
- Verbal abuse of a sexual nature such as swearing, jokes or comments of a sexual nature, etc.;
- Graphic or suggestive comments about an individual's dress or body;
- Using sexually degrading words to describe an individual; and/or
- Displaying sexually suggestive objects or pictures in the workplace, including photographs, postcards, and posters.

**Policy Coordinator** - Inquiries concerning the District's Sexual Harassment Policy should be directed to the Human Resources Administrator who has been designated to coordinate the District's efforts against harassment or discrimination.

**Notification of Policy Violations** - An employee who believes to have experienced or witnessed sexual harassment in the workplace should immediately report such behavior to the Human Resources Administrator. All complaints will be investigated discreetly and promptly. An employee who reports sexual harassment activities will not suffer adverse employment consequences as a result of making the complaint.

## **B. BOE Policy 0110 – Sexual Harassment**

Please refer to [www.albanyschools.org](http://www.albanyschools.org) > Board of Ed. link > Quick Links > Board Policies for details.

“The Board of Education recognizes that harassment of students and staff on the basis of sex, gender and/or sexual orientation is abusive and illegal behavior that harms victims and negatively impacts the school culture by creating an environment of fear, distrust, intimidation and intolerance. The Board further recognizes that preventing and remedying such harassment in schools is essential to ensure a healthy, nondiscriminatory environment in which students can learn and employees can work productively.”

## **C. Bullying Prevention Policy**

Bullying is a violation of our District’s core values and will not be tolerated. The actions of any one person or group of individuals which threaten the health and safety of students and/or staff must be addressed promptly. Early intervention, reinforcement of a consistent message and follow through from students, parents, staff and administration can ensure that everyone’s right to learn and work in a safe environment is respected.

## D. BOE Policy 0115.1 – Bullying Prevention

Please refer to [www.albanyschools.org](http://www.albanyschools.org) > Board of Ed. link > Quick Links > Board Policies for details.

“The Board of Education is committed to creating and maintaining a learning atmosphere which is respectful and supportive. Providing a safe school environment where all students and employees, without exception, are treated with respect and dignity, and are free from bullying, intimidation and harassment is one of our highest priorities.”

## VIII. SOLICITATION

Employees are prohibited from soliciting (personally or via electronic mail) for membership, pledges, subscriptions, the collection of money or for any other unauthorized purpose anywhere on the City School District of Albany property during work time, especially those of a partisan or political nature. “Work time” includes time spent in actual performance of job duties, but does not include duty free lunch periods. Non-working employees may not solicit or distribute to working employees. Persons who are not employed by the City School District of Albany may not solicit or distribute literature on the City School District of Albany’s premises at any time for any reason unless they have received express prior permission of the Superintendent of Schools, or his/her designee.

An employee may distribute literature and solicit other employees during meal periods provided it does not interfere with the normal operations of the department or office, reduce employee efficiency, or annoy fellow employees. Employees are prohibited from distributing, circulating or posting (on bulletin boards, refrigerators, walls, etc.) literature, petitions or other materials at any time for any purpose without the prior approval of the Superintendent or his/her designee.

In accordance with Regents Rule 19.6, the direct solicitation of donations from public school students on school property, during school hours, is prohibited.

**During Working Hours** - An employee may not distribute non-work related literature or solicit other employees at any time during working hours without the expressed approval of the appropriate Supervisor.

**During Meal Periods** - An employee may distribute literature and solicit other employees during meal periods provided it does not interfere with the normal operations of the department or office, reduce employee efficiency, or annoy fellow employees.

**Political Literature** - An employee may not distribute political campaign materials at any time on property owned, leased or operated by the District.

## IX. CIVIL SERVICE SYSTEM

### A. Unclassified and Classified Services

**Unclassified Service** – In accordance with New York State Civil Service Law, the term “unclassified service” will include all who are Elected Officials and/or members of boards or commissions, as well as all persons employed by any title whatsoever as members of the teaching and supervisory staff.

**Classified Service** – In accordance with New York State Civil Service Law, the term “classified service” will include all District employees who are subject to the Rules of the Municipal Civil Service Commission of the City of Albany. The Classified Service is divided into four jurisdictional classes:

- **Exempt** – those positions for which competitive or non-competitive examinations or other qualification requirements are not practicable;
- **Competitive** – those positions for which it is practicable to determine merit and fitness by competitive examination;
- **Non-Competitive** – those positions for which it is not practicable to determine merit and fitness by competitive examination, but rather by a review of training and experience; and,
- **Labor** – those positions which require no specific minimum requirements.

### B. Civil Service Appointments

**Competitive Class** – In accordance with New York State Civil Service Law, the following types of appointments will be made to positions in the Competitive Class:

- **Permanent Appointment** – an appointment to a vacant position in the Competitive Class from an eligible list established as a result of examination, following successful completion of a probationary term;
- **Provisional Appointment** – an appointment to a vacant position in the Competitive Class when there is not an appropriate eligible list. A provisional appointee must take an examination whenever it is scheduled. Thereafter, a permanent appointment will be made on the basis of the eligible list resulting from the examination; or,
- **Temporary Appointment** – an appointment to a position in the Competitive Class for reasons including, but not limited to: emergency work projects; planned termination of the position after a limited time; to replace an employee who is on a leave of absence; to fill a position funded through a temporary grant; or, to fill a position vacated by a promotion of another employee until the employee who has been promoted receives

permanent status. In accordance with New York State Civil Service Law, a temporary appointment may be for a period of up to twelve months and may be subject to the following provisions:

- ❖ A temporary appointment for one to three months may be made without referring to the eligible list when the need for such service is important and urgent;
- ❖ A temporary appointment for three to six months may be made by selection of a candidate on the eligible list;
- ❖ A temporary appointment for more than six months may be made if the candidate is among the top three candidates and is willing to accept a temporary position or if a current eligible list does not exist for that particular position.
- ❖ A contingent permanent appointment – A permanent employee may, at the discretion of the appointing authority be appointed or promoted with contingent permanent status to a position left temporarily vacant by the leave of absence of the permanent incumbent.

### **C. Examinations and Promotions**

**Examinations** – In accordance with New York State Civil Service Law, in the event there is a vacancy in a new or existing position in the Competitive Class which the District intends to maintain, the District will fill the vacancy by examination. The Municipal Civil Service Commission of the City of Albany will test and rank each candidate according to the individual's performance on the examination. The District will select one of the top three available candidates on the list to fill the position.

**Promotions** – An employee who wants to be promoted should become knowledgeable about the employee's present position and be aware of higher level positions for which the employee may be qualified. In the event the position is in the Competitive Class, a qualified employee must normally take a promotional examination. The District will select one of the top three available candidates on the list to fill the position.

### **D. Veteran's Credit**

**Summary** – An employee who is a veteran may be eligible to apply for credit on a Civil Service examination. Veteran's credits may be added to a passing score, but may be used only once for appointment purposes. An employee who is a veteran should contact the Municipal Civil Service Commission of the City of Albany for details.

## **X. EMPLOYMENT MATTERS**

### **A. Oath of Office**

**Covered Employees** - The following employees must take an Oath of Office which will be administered following appointment by the Board:

- Superintendent of Schools
- Purchasing Agent
- Internal Auditor
- Clerk of the Board
- Tax Collector
- Treasurer

Appointments are from January 1st through December 31st. An employee who is reappointed to a subsequent term must take the Oath of Office for each term; the oath will be administered following appointment by the Board at its organizational meeting in January.

### **B. Residency Requirement**

**Requirement** - An employee holding a position in the Competitive Class must comply with any residency requirement established by the Municipal Civil Service Commission of the City of Albany and the Board of Education.

### **C. Driver's License**

**Requirement to Possess a Driver's License** - An employee who is required to drive either a District-owned vehicle or the employee's own personal vehicle to conduct business on behalf of the District, must possess a valid New York State driver's license at the time of appointment and must maintain a valid license throughout employment.

**Loss or Suspension of Driver's License** - An employee who is required to possess a driver's license in order to perform certain job duties and responsibilities must immediately notify the appropriate Supervisor in the event the license is suspended, revoked, or if the employee is otherwise disqualified from driving. The loss or suspension of the driver's license may affect the employee's employment with the District.

**Requirement to Possess a Commercial Driver's License** - An employee who operates a vehicle which requires a Commercial Driver's License (CDL) must maintain such license throughout employment.

**Loss or Suspension of Commercial Driver's License** - An employee who is required to possess a Commercial Driver's License in order to perform certain job duties and responsibilities must immediately notify the appropriate Supervisor in the event the employee's driver's license is suspended, revoked, or if the employee is otherwise disqualified from driving. The loss or

suspension of the employee's driver's license may affect the employee's employment with the District. In accordance with the Federal Commercial Motor Vehicle Safety Act of 1986, an employee who is required to possess a Commercial Driver's License must notify the appropriate Supervisor within thirty calendar days of a conviction of any traffic violation (except parking) no matter where or what type of vehicle the employee was driving.

## **D. Probationary Period**

**Union Employees** – Please refer to the applicable collective bargaining agreement.

**Purpose** - The probationary period is for an employee to become familiar with the specific duties and responsibilities of the employee's new position. The probationary period also provides the District with an opportunity to evaluate the employee's job performance and potential for development.

**Length of Probationary Period (Competitive Class)** - Except as otherwise provided in the Rules from Municipal Civil Service Commission of the City of Albany or the collective bargaining agreements with the District's unions, an employee appointed from an open-competitive list must serve a probationary period of twenty-six weeks.

**Length of Probationary Period (Other Classes)** - Except as otherwise provided in the Rules for Municipal Civil Service Commission of the City of Albany or the collective bargaining agreements with the District's unions, an employee's original appointment to a position in the exempt, non-competitive, or labor class shall be for a probationary period of fifty-two weeks.

**Failure to Successfully Complete Probationary Period** - In the event the employee's performance or conduct is not satisfactory, the District may dismiss the employee from employment or return the employee to the employee's previous position in District service, as the case may be, at any time after the completion of the minimum period of service and on or before completion of the maximum probationary period.

## **E. Rules of Conduct**

**Policy Statement** - In accordance with the Education Law of the State of New York, the District has the duty to prevent the abuse of the rights of others and to maintain order which is appropriate to the District's educational program. It is the policy of the District that certain rules and regulations regarding employee behavior are necessary for the benefit and safety of all employees and for the successful achievement of educating the children of the City of Albany. These rules apply to all property or premises owned by the District or used by the District. These rules of conduct amend those adopted by the Board on March 3, 1998.

**Prohibited Conduct** - Any employee who, after investigation, is found to have violated the policies, procedures, rules, or regulations outlined in this Employee Handbook or any other Board Policy, or is found to have engaged in any of the following job related actions will be

subject to appropriate disciplinary action up to and including dismissal. The following is not meant to be a comprehensive list and is merely illustrative of the types of conduct prohibited.

- Repeated violations of District policies, procedures, or rules of conduct;
- Willfully incite others to violate District policies, procedures, or rules of conduct with specific intent to procure them to do so;
- Refusal to obey instructions of a Supervisor or any other form of insubordination;
- Improper performance of job duties or repeated failure to perform assigned duties and responsibilities;
- Excessive tardiness and/or absences; unauthorized absences or repeated failure to give proper notice;
- Falsification of any records or reports, pertaining to, but not limited to, employment application, medical reports, time records, shipping and receiving records, absence from work, injuries on the job, claims for benefits provided by the District;
- Intimidation, coercion, threatening, or assault of, or fighting or interfering with any other person on property or premises owned by the District or used by the District;
- Restraint, detention of any person, or removal of any person from any place where the person is authorized to remain, unless such restraint, detention, or removal is deemed necessary for the safety and welfare of the person and/or others;
- Engagement in any form of harassment, including but not limited to sexual harassment;
- Obstruction of the lawful movement of any person on property or premises owned by the District or used by the District;
- Deliberate disruption or prevention of the peaceful and orderly conduct of classes, lectures, or meetings or deliberate interference with the freedom of any authorized person to express that person's views;
- Refusal to leave any property or premises owned by the District or used by the District after being required to do so by an authorized Supervisor;
- Entering upon and/or remaining on property or premises owned by the District or used by the District for any purpose other than its authorized uses or in such manner as to obstruct its authorized use by another;
- Remaining on property or premises owned by the District or used by the District without authorization after it is normally closed;

- Willful or deliberate abuse, destruction, defacement, misuse, or theft of property owned by the District or used by the District, or removal of property owned by the District or used by the District without authorization;
- Making, or causing to be made, bomb threats, terroristic threats, false alarms, or false reports of school closings or cancellation of school events;
- Careless or negligent use or operation of equipment, including vehicles and machinery;
  - Any misuse, inappropriate use, or prohibited use of District owned computer or internet systems for personal gain, inappropriate reasons (e.g. pornography, etc.) or any other reason not directly related to the employee's conduct of school related business.
- Violation and/or disregard of safety rules or safety practices, including failure to wear assigned safety clothing or equipment;
- Possession, distribution or use of controlled substances or alcohol while on property or premises owned by the District or used by the District or in vehicles owned by the District or used by the District; or the possession, distribution or use of illegal drugs outside of employment; or in any way prior to commencing work which impairs an employee's ability to perform their duties;
- Smoking tobacco products on property or premises owned by the District or used by the District or in vehicles owned by the District or used by the District;
- Possession of firearms or explosives on property or premises owned by the District or used by the District or in vehicles owned by the District or used by the District;
- Gambling on property or premises owned by the District or used by the District;
- Sleeping on the job, or,
- Failure to adhere to the personal appearance/dress code policy.

## **F. Code of Ethics**

**Policy Statement** - The Board recognizes that there are rules of ethical conduct for public, officers, and employees which must be observed if a high degree of ethical conduct is to be obtained and if public confidence is to be maintained. The Board adopted a Code of Ethics on November 3, 2006 which is consistent with the provisions of Section 806 of the General Municipal Law. The Board's Code of Ethics shall be enforced consistent with the meaning and intent of the General Municipal Law. However, these rules of ethical conduct are in addition to any prohibition of Article 18 of the General Municipal Law or any other law relating to ethical conduct and interest in contracts.



**Definitions** - For the purpose of the District's Code of Ethics, the following terms shall have the following meanings:

- **Officer Or Employee** - will mean and refer to a member of the Board of Education, officer, agent or employee of the District, whether paid or unpaid, including members of any administrative board, committee or other agency thereof.
- **Interest** - will mean and refer to a direct or indirect pecuniary or material benefit accruing to an officer or employee as the result of a contract or agreement with the District. For the purposes of this policy, an officer or employee will be deemed to have an interest in the contract of: 1) the employee's spouse, or minor dependents, except a contract of employment with the District; 2) a firm partnership or association of which the officer or employee is a member or employee; 3) a corporation of which the officer or employee is an officer, director or employee; and, 4) a corporation to which any stock is owned or controlled directly or indirectly by the officer or employee.

**Standards of Conduct** - An officer or employee is subject to, and must abide by, the following standards of conduct.

- **Gifts** - An officer or employee may not directly or indirectly solicit any gift or accept or receive any gift having a value of seventy-five dollars or more, whether in the form of money, services, loan, travel, entertainment, hospitality, thing or promise, or any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence the officer or employee, or could reasonably be expected to influence the officer or employee, in the performance of official duties or was intended as a reward for any official action on the officer's or employee's part.
- **Confidential Information** - An officer or employee may not disclose confidential information acquired in the course of official duties or use such information to further personal interest, nor disclose information regarding any matters discussed in an executive session of the Board whether such information is considered confidential or not.
- **Compensation for Services Rendered** - An officer or employee may not receive or enter into any agreement, expressed or implied, for compensation for services, other than those services for which the officer or employee is employed as an employee of the District, to be rendered in relation to any matter before the District. Notwithstanding the above, a "cooperating teacher" who supervises the performance of a student teacher or an employee who supervises "cooperating teachers" may receive compensation from the student teacher's college or university. Such employee must make a full disclosure to the Superintendent of such compensation and must receive prior approval from the Superintendent. Other circumstances may be permitted on a case by case basis upon disclosure and prior approval from the Superintendent.
- **Contingent Fee for Services to be Rendered** - An officer or employee may not receive or enter into any agreement, expressed or implied, for compensation for services to be

rendered in relation to any matter before the District, whereby the officer's or employee's compensation is to be dependent or contingent upon any action by the Board with respect to such matter, provided that this provision will not prohibit the fixing at any time of fees based upon the reasonable value of the services rendered.

- **Disclosure of Interest in Matters before the Board** - To the extent that an officer or employee knows thereof, the officer or employee, whether paid or unpaid, who participates in the discussion or gives official opinion to the Board or any matter or resolution before the Board must publicly disclose on the official record the nature and extent of any direct or indirect financial or other private interest the officer or employee has in such matter or resolution.
- **Investments in Conflict with Official Duties** - An officer or employee may not invest or hold any investment, directly or indirectly, in any financial, business, commercial, or other private transaction, which creates a conflict with official duties.
- **Private Employment** - An officer or employee may not engage in, solicit, negotiate for or promise to accept private employment or render services for private interests when such employment or service creates a conflict with or impairs the proper discharge of official duties.
- **Future Employment** - An officer or employee may not, after termination of service or employment with the District, appear before any board or agency of the District for purposes of financial gain, in relation to any case, proceeding, agreement or application in which the officer or employee personally participated during the period of service or employment or which was under the officer's or employee's active consideration.
- **Penalties for Offenses** - In addition to any penalty contained in any other provision of law, an officer or employee who knowingly or intentionally violates any of the provisions of this code may be fined, suspended or removed from office or employment, as the case may be, in the manner provided by law.

## **G. Unauthorized Work**

**Performing Unauthorized Work** - An employee may not perform work for oneself or an entity other than the District during the employees scheduled hours of work for the District. An employee may not use District property or equipment to perform work for oneself or another entity.

**Disciplinary Action** - An employee who, after investigation, is found to have performed unauthorized work, claimed that District work was done when such is not the case, or performed any act of fraud or deceit will be subject to appropriate disciplinary action, as determined by the District, in the manner provided by law.

## H. Disciplinary Action

**Teachers** - Discipline of a tenured teacher or teaching assistant will be in accordance with New York State Education Law. A probationary teacher or teaching assistant whose services are not to be continued will be dismissed in accordance with New York State Education Law.

**Non-Teaching Staff** - An employee who is covered under Section 75 of New York State Civil Service Law will not be subjected to any disciplinary penalty except for incompetence or misconduct shown after a hearing upon stated charges.

**Eligible Employees** - In accordance with New York State Civil Service Law, except as provided otherwise by a collective bargaining agreement, the following employees are covered under Section 75:

- An employee holding a position by permanent appointment in the Competitive Class;
- An employee holding a position in the Non-Competitive Class (in other than a position designated as management/confidential) who has been employed for at least five years of continuous uninterrupted service. Even though the employee has completed the required probationary period and has received permanent appointment or employment in the non-competitive class, the employee is not covered under Section 75 until the employee has completed five years of continuous service;
- A non-union employee holding a position by permanent appointment or employment in the Exempt, Competitive, Non-Competitive, or Labor Class who is a qualified veteran, or qualified volunteer firefighter; except when such an employee holds the position of private secretary, cashier, or deputy of any official or department. A qualified veteran is defined as one who was honorably discharged or released under honorable circumstances from the armed forces of the United States having served in time of war as defined in Section 85 of the New York State Civil Service Law. A volunteer firefighter is defined in the General Municipal Law.
- An employee who is a member of a collective bargaining unit holding a position by permanent appointment or employment in the Exempt, Competitive, Non-Competitive, or Labor Class who has successfully completed the probationary period and has become permanent.

**Employees Not Covered by Section 75** - An employee not covered under Section 75 may be disciplined, including termination, without a Section 75 hearing. The following employees are not covered under Section 75:

- An employee in the **Unclassified Service**;

- A newly hired employee serving a required probationary period, even if the employee has veteran or exempt volunteer firefighter status;
- A non-union employee holding a position in the Non-Competitive Class who has less than five years of continuous uninterrupted service, unless the employee is an eligible veteran or volunteer firefighter who has successfully completed the required probationary period;
- An employee holding a position in the Exempt Class, unless the employee is an eligible veteran or volunteer firefighter who has successfully completed the required probationary period;
- A non-union employee holding a position in the Labor Class, unless the employee is an eligible veteran or volunteer firefighter who has successfully completed the required probationary period;
- An employee holding a position by provisional appointment; and,
- A Temporary, Seasonal, or Supplementary employee.

**Interrogation Rights** - An employee who is a member of a collective bargaining unit, and who at the time of questioning it reasonably appears that he or she may be the subject of potential disciplinary action, will have the right to representation by the employee's certified or recognized employee organization, and will be given advanced notice, in writing, of such right. In the event the employee requests representation, the District will allow the employee a reasonable period of time to obtain such representation. In the event the employee is unable to obtain such representation within a reasonable period of time, the District will have the right to then question the employee.

**Hearing Procedures** - In accordance with Section 75 of Civil Service Law, the following procedure will be observed:

- **Notice of Discipline** - In the event an employee covered under Section 75 is to be subjected to disciplinary action, the Superintendent will provide the employee with a written Notice of Discipline (NOD) which will contain all charges and specifications.
- **Employee Answer** - The employee will have eight calendar days to respond to the charges in the Notice of Discipline. The response must be in writing.
- **Disciplinary Hearing** - The Board of Education will designate a hearing officer, in writing, in accordance with Section 75. The hearing officer will set the time and place for the

hearing. After the hearing, the hearing officer will make a written record of the hearing which will be submitted to the Board of Education. The hearing officer will make written recommendations which will be submitted to the Board of Education for the Board's review and decision.

- **Right to Representation** - The employee may have representation by counsel or a union representative at the hearing and may summon witnesses on the employee's behalf.
- **Suspension Without Pay Pending Determination of Charges** - Pending the hearing and determination of charges, the employee may be suspended without pay for a period not exceeding thirty (30) days, in accordance with Section 75 of Civil Service Law.
- **Penalties** - In the event the employee is found to be guilty of the charges, the penalty may consist of one of the following:
  - ❖ Written reprimand;
  - ❖ Fine not to exceed one-hundred dollars which will be deducted from the employee's pay;
  - ❖ Suspension without pay not to exceed two months;
  - ❖ Demotion in grade and title; or,
  - ❖ Termination from District employment.
- **Finding of Not-Guilty** - In the event the employee is found to be not guilty, the employee will be restored to the employee's position with full pay for the period of suspension less the amount of any unemployment insurance benefits that the employee may have received during such period.
- **Limitations** - Notwithstanding any other provision of law, no removal or disciplinary proceeding will be commenced against an employee covered by Section 75 of Civil Service Law more than eighteen months after the occurrence of the alleged incompetence or misconduct. Such limitation will not apply where the incompetence or misconduct would, if proved in a court of appropriate jurisdiction, constitute a crime.
- **Filing Requirements** - In the event the employee is found to be guilty, a copy of the charges, the employee's written answer, a transcript of the hearing, and the determination will be filed in the office of the department in which the employee is employed. A copy will also be filed with the appropriate civil service agency.

## **I. Personnel File**

**Change in Status** - An employee must immediately notify the Office of Human Resources of a change of name, address, telephone number, number and age of dependents, beneficiary designations, and who to notify in case of emergency.

**Employee Access** - Upon reasonable notice, an employee may review and copy the contents of the employee's own personnel file. The employee must make an appointment with the Office of Human Resources. Someone designated by the Human Resources Administrator must be present when the employee inspects the file. The employee may not place any material in the file without the approval of the Human Resources Administrator or designee. Copies of records contained in an employee's personnel file may not be released to a third party without the written consent of the employee, unless federal, state or local law requires otherwise. If an employee requests copies of their personnel file, there will be a 25 cent per page charge for document scanning or photocopying.

**Board Access** - In accordance with Education Law, the Board has the right to access an employee's personnel records. Examination of personnel records by the Board will be conducted pursuant to applicable regulations of the Board of Regents.

## **XI. OPERATIONAL POLICIES**

### **A. Departmental Hours**

**Union Employees** - Please refer to the applicable collective bargaining agreement.

**Normal Hours of Operation** - Unless otherwise specified in state law or in a collective bargaining agreement, the Board and/or Superintendent will establish the beginning and ending times of normal operation.

- The appropriate Supervisor will establish an employee's scheduled hours of work, which may differ from the normal hours of operation to meet the particular needs and requirements of the department or office.
- In accordance with New York State wage and hour laws, an employee is not entitled to take rest breaks, smoking breaks, or any other breaks during the workday, except for the meal period.

**Workweek** - Unless otherwise specified in state law or in a collective bargaining agreement, the Board and/or Superintendent will establish the days the District will conduct business and/or perform services.

- The appropriate Supervisor will establish an employee's scheduled days of work, which may differ from the normal days of operation to meet the particular needs and requirements of the department or office.

**Overtime** - A Supervisor may require an employee to work additional hours beyond the employee's normal workday and workweek. An employee must receive prior approval from the appropriate Supervisor before working additional hours. No employee may unilaterally perform overtime work without the prior approval of his/her supervisor.

**Refusal to Work Additional Hours** - An employee who, after investigation, is found to have refused to work additional hours as directed may be subject to appropriate disciplinary action.

## **B. Emergency Situations/Snow Days**

**Union Employees** - Please refer to the applicable collective bargaining agreement.

**After Reporting to Work** - During periods of extraordinary weather conditions or other emergencies, the Superintendent may direct that certain employees who perform nonessential services to leave work. An employee who is directed by the Superintendent to leave work due to an emergency closing will be paid for the remainder of the employee's normal workday at the employee's regular rate of pay. Such time will not be included as time worked for the purposes of computing overtime.

**Assigned to Work during Emergency Situation or Snow Day** - During periods of extraordinary weather conditions or other emergencies, the Superintendent may direct certain employees to report to work or remain at work, as the case may be. Such employee, unless otherwise covered by a collective bargaining unit in this area, will receive one hour of compensatory time off for each hour worked during that day.

## **C. Meal Periods**

**Union Employees** - Please refer to the applicable collective bargaining agreement.

**Meal Period** - A full-time employee, including a custodian assigned to work in the Administration Building, will receive an unpaid duty-free meal period not to exceed thirty minutes.

**Meal Period (Administration Building Only)** - A full-time employee assigned to work in the Administration Building, other than a custodian, will receive an unpaid duty-free meal period not to exceed sixty minutes.

**Meal Period (One-Man Schools)** - When school is in session, a custodian employed at a "one-man school" will receive an unpaid duty-free meal period not to exceed one and one-half hours. When school is not in session, a custodian employed at a "one-man school" will receive an unpaid duty-free meal period not to exceed thirty minutes.

**Approval of Meal Periods** - Meal periods will be set by each department or office in accordance with the needs and requirements of the department or office. Unless otherwise directed by a Supervisor, an employee may normally leave the work-site during the meal period.

## **D. Time Records**

**Policy Statement** - It is the policy of the District that a Fair Labor Standard Act (FLSA) non-exempt employee must complete a time record which records time worked or leave taken in a given week. A FLSA exempt employee is not required to record daily attendance but must account for all paid and unpaid leave taken.

**Procedures** - An employee must comply with the following procedures regarding the completion of time records:

- The time record must be verified and signed by the employee and appropriate Supervisor;
- The time record must be submitted to the Payroll Office by the Tuesday following the close of the payroll period, unless otherwise directed by the Payroll Office.

**Correction of Errors** - An employee must immediately bring errors in time records to the attention of the Payroll Office who will investigate the matter and make and initial the correction once the error has been verified.

**Falsification of Time and Absence Records** - An employee who, after investigation, is found to have falsified or altered a time or absence record, or the record of another employee, or completed the record for another employee, will be subject to appropriate disciplinary action. In extenuating circumstances where an employee is not able to complete the employee's own record, the appropriate Supervisor may complete the record for the employee.

## **E. Expense Reimbursement Policy**

**Eligible Expenses** - Upon proper authorization and approval of the Superintendent, an employee will be reimbursed for ordinary and necessary expenses associated with carrying out District business, including, but not limited to, meals, lodging, parking, and highway tolls. All required documentation and corresponding original receipts must be submitted to the Purchasing Office for reimbursement.



**Required Training** - Upon proper authorization and approval of the Superintendent, an employee will be reimbursed for required training. All required documentation and corresponding original receipts must be submitted to the Purchasing Office for reimbursement.

## **F. Vehicle Usage Policy**

**Purpose** - All vehicles and related equipment of the District are owned and maintained for the purpose of conducting official business of the District and may not be used for personal private gain of any official or employee, nor for any other purpose which is not in the general public interest.

**General Standards** - The following standards must be met at all times.

- Each District vehicle must remain under the direction of the Supervisor to which it is assigned.
- A District vehicle assigned to an employee must be for specific purposes and tasks and may not be used for any unauthorized purpose.
- A District vehicle may not be used to transport persons who are not employees of the City School District of Albany, nor material not related to the conduct of official District business, without direct, prior authorization by the appropriate Supervisor.
- A District vehicle must be operated in a safe and responsible manner and in compliance with all applicable traffic laws in effect. In the event of an accident, regardless of severity, the employee must report the accident to the police department immediately at the time of the accident and prior to leaving the scene. Additionally the employee must report the accident to the employee's Supervisor and the Supervisor must report the accident to the Insurance Technician within twenty-four hours.
- A District vehicle must be maintained in a safe and secure condition when not in use, including locked, and/or under direct observation.
- No advertisements, signs, bumper stickers or other markings of a political or commercial nature may be displayed on District vehicles at any time.

**Discipline** - Violations of this policy must be reported within twenty-four hours to the Superintendent's Office. Any employee who, after investigation, is found to have violated this vehicle usage policy will be subject to appropriate disciplinary action.

## **G. Supplies, Tools and Equipment, and Fuel Usage Policies**

**Office Supplies and Equipment** - All District-owned office supplies and equipment must be used efficiently and not be wasted. An employee may not use office supplies and equipment for personal use or for furtherance of any business or personal financial gain. An employee must repair or replace any tool or piece of equipment either lost or damaged by the employee as a result of negligence or intentional misuse

**Mechanical Tools and Equipment** - An employee may not use the District Garage or any tools or equipment to work on vehicles or machinery not owned or leased by the District. An employee must repair or replace any tool or piece of equipment either lost or damaged by the employee as a result of negligence or intentional misuse.

**Fuel** - An employee may not use gasoline, fuel oil, or motor oil for personal use or for any other vehicle not owned by the District.

**Discipline** - An employee who, after investigation, is found to have violated these policies will be subject to appropriate disciplinary action.

## **H. Search of School Property**

**Right to Search** - An employee may be provided school property for the performance of duties (e.g. offices, desks, lockers, vehicles, file cabinets, computers or computer access). The District reserves the right to enter, search, and monitor such property at-will and without advance notice, where there are reasonable grounds to suspect that a search will reveal evidence of workplace misconduct, or the search is necessary for non-investigatory, work-related purpose.

## **I. Telephone Usage Policy**

**Personal Calls** - The following rules shall pertain to making and receiving personal telephone calls or being paged:

- An employee may not make a personal call except in an emergency or to check briefly on family matters.
- An employee may not make a personal long distance call on district phones.
- Employee's use of personal cell phones and/or pagers during work hours will be kept to a minimum.

**General Guidelines** - An employee must abide by the following guidelines pertaining to the use of telephones.

- An employee must answer promptly and speak in a clear, friendly and courteous tone.
- An employee must give the name of the department or office and the employee's own name. If the call is not for the employee who answered the call, the employee must transfer the caller to the correct person.
- In the event the call must be placed on hold, the employee who answered the call must return to the line frequently to confirm that the call is being transferred.
- During office hours, each employee is responsible for there being at least one employee in the office to answer telephones. If the office has a limited staff, arrangements must be made with another office for telephone coverage or an answering device must be in operation.
- Collect calls may not be accepted without the approval of the appropriate Supervisor.

## **J. District Cell Phones**

- Cell phone may not be used by anyone other than School District employee.
- Employees will sign a document agreeing to responsibility for their particular phone.
- If the phone is stolen, lost, or damaged during work, the employee must report the situation to the Purchasing Office within two-business days.
- Employees issued cell phones are expected to have them at their work location at all times during the work day.
- Field trip phones will be available to staff in each building when taking students off building grounds.

## **K. Personal Appearance Policy**

**Dress Code** - An employee must maintain a personal appearance in a manner which reflects a good image to the public. The Superintendent and/or the employee's Supervisor will have the authority to determine what is appropriate and what is not. The employee must wear all safety clothing and equipment as directed by the employee's Supervisor.

**Disciplinary Action** - Any employee who, after investigation, is found to have violated this policy may be sent home to change into proper attire and will be subject to appropriate disciplinary action.

## **L. Maintenance of Work Area**

**Employee Responsibility** - An employee is responsible for maintaining one's work area in a neat and orderly manner at all times.

## **M. Assault**

**Notification of Assault** - In the event of an assault on an employee, the employee should immediately report all particulars of the incident to the appropriate Supervisor. Within forty-eight hours of the assault, the appropriate Supervisor must file a written notice with the Human Resources Administrator. The Human Resources Administrator will notify the appropriate counsel who will advise the employee of the employee's rights under the law.

## **N. Personal Property**

**Personal Liability** - The District will not repair, replace, or reimburse an employee for the damage or loss of the employee's personal property. An employee bringing personal property to the workplace does so at one's own risk.

## **XII. ABSENCE POLICIES**

### **A. Tardiness**

**Notification of Tardiness** - An employee must be ready and able to work at the time the employee is scheduled to begin work. In the event an employee is unable to report to work at the scheduled time, the employee must notify the appropriate Supervisor as soon as possible before the employee's scheduled starting time.

**Disciplinary Action** - Tardiness may be cause for appropriate disciplinary action.

### **B. Notification of Absence**

**Notification of Sick Leave** - All employees - In the event an employee must take sick leave, such employee must notify SubFinder at least one hour before the employee's scheduled reporting time.

- For Instructional Staff – SubFinder will contact the appropriate school.
- Administrators, Management Confidential, Maintenance/Custodial staff who open the building, must notify the appropriate Supervisor as soon as possible before the

employee's scheduled reporting time in addition to reporting their absence in SubFinder.

**Daily Notification** - In the event an employee is unable to report to work, the employee must notify SubFinder. In the event the absence was pre-authorized for Administrators, Management Confidential, Maintenance/Custodial staff who opens the building, the requirement to daily notify the Supervisor will be waived.

**Early Departure** - In the event an employee wishes to leave work during the workday, the employee must notify and receive permission from the appropriate Supervisor prior to leaving and call into Subfinder prior to leaving.

### **C. Jury Duty Leave**

**Leave of Absence** - In the event an employee is required to perform jury duty on a day the employee is scheduled to work, the employee will receive a paid leave of absence. Such leave will not be subtracted from any of the employee's leave credits.

**Notification of Jury Duty** - When an employee receives notice to report for jury duty, the employee must immediately submit a copy of the notice to the Office of Human Resources. When service has been completed, the employee must submit papers supplied by the court to the Office of Human Resources indicating dates and times served.

**Return to Duty** - In the event the employee is released from jury duty prior to 12:30 p.m. the employee must return to the employee's assigned position for the balance of the workday.

### **D. Bereavement Leave**

**Union Employees** - Please refer to the applicable collective bargaining agreement.

**Temporary, Seasonal, or Supplementary Employees** - A temporary, seasonal, or supplementary employee is not eligible for paid bereavement leave, but may be allowed to take time-off without pay provided the employee has prior approval from the appropriate Supervisor.

### **E. Military Leave and Military Leave of Absence**

**Military Leave (New York State Law-Military Law Section 242)** - This section refers only to a paid leave of absence for military service under New York State Law and does not affect an employee's entitlement to a leave of absence for military service under federal statute. In the event an employee is required to participate in the annual encampment of training duty of the Military Reserve or National Guard, the employee will receive a paid leave of absence for a period of up to twenty-two workdays or thirty calendar days in a calendar year, whichever is greater. Such leave will not be subtracted from any of the employee's leave credits. The employee will receive an unpaid leave of absence for any time beyond the twenty-two workdays or thirty calendar days in a calendar year; however, the employee may use accumulated vacation leave credits to extend such military leave beyond the twenty-two workdays or thirty calendar days in a calendar year. In accordance with applicable New York State law, the employee may keep all pay received for military service.

**Military Leave of Absence (Federal Law)** - An employee will receive an unpaid leave of absence for a period of up to the federal statutory limits to "serve in any of the uniformed services of the United States". The employee may use accumulated vacation leave credits at any time during such leave of absence.

## **F. Family and Medical Leave Policy**

**Policy Statement** - The District complies with the provisions of the Family and Medical Leave Act (FMLA). The District's Family and Medical Leave Policy described below supersedes all previous District policies on maternity leave and family leave.

**Summary** - FMLA entitles an eligible employee to a maximum of twelve workweeks (defined by the employee's normal workweek) of job-protected, unpaid leave of absence in any twelve month period for certain family and medical reasons. The twelve month period is a rolling period measured from the date the employee takes a leave of absence under the FMLA. At the conclusion of a leave of absence under the FMLA, the employee will be restored to the position the employee held when the leave of absence began or to an equivalent position with equivalent benefits, pay, and working conditions, provided the employee returns to work immediately following such leave of absence.

**Eligibility** - An employee must meet the following requirements to be eligible for a leave of absence under FMLA:

- The employee must be employed at a work-site where fifty or more employees are employed within a seventy-five mile radius of each work location, for each working day during each of twenty or more calendar workweeks per year;
- The employee must be an employee of the City School District of Albany for at least twelve months before the leave request (these need not be twelve consecutive months); and,
- The employee must have worked at least 1,250 hours during the previous fifty-two weeks prior to the date the leave of absence commences.
- An employee who is eligible for a leave of absence under FMLA will receive an unpaid leave of absence for a period of up to twelve weeks under the following special circumstances:
  - Inability of the employee to perform one or more of the essential functions of the employee's job due to the employee's own serious health condition;
  - Upon the birth of the employee's child and to care for the newborn child;
  - Upon the placement of a child with the employee for adoption or foster care and to care for the newly placed child; or

- To care for the employee's spouse, child, or parent who has a serious health condition.

**Definitions** - For purposes of this policy, the following definitions will apply:

- Serious Health Condition will mean and refer to an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility, or any subsequent treatment in connection with such treatment; or continuing treatment by a health care provider, including, but not limited to:
  - \* A period of incapacity of more than three consecutive calendar days that also involves continuing treatment by a health care provider,
  - \* A period of incapacity due to pregnancy or prenatal care;
  - \* A period of incapacity or treatment for such incapacity due to a chronic serious health condition;
  - \* A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective; or
  - \* A period of absence to receive multiple treatments, including any period of recovery, by a health care provider, or by a provider of health care services under orders of or on referral by a health care provider, for restorative surgery after an accident or other injury or for a condition that would likely result in a period of incapacity of more than five consecutive calendar days in the absence of medical intervention or treatment.
- Health Care Provider will mean and refer to a doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State in which the doctor practices; or any other person defined in the FMLA regulations capable of providing health care services.
- Family Member will mean and refer to:
  - \* Spouse - husband or wife as defined or recognized under State law for purpose of Marriage or domestic partner;
  - \* Parent - biological parent or an individual who stands or stood in loco parentis to an employee when the employee was a son or daughter. This term does not include an employee's parents "in law"; and,
  - \* Child - biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age eighteen, or age eighteen or older and "incapable of self-care because of a mental or physical disability". Persons who are "in loco parentis" include those with day-to-day responsibilities to care for and financially support a child or, in the case of an employee, who had such

responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.

**Notification Requirements** - Unless there are unusual circumstances, such as a sudden serious illness, the employee must give written notice to the Office of Human Resources at least thirty calendar days prior to the commencement date of the unpaid leave of absence. The employee must complete the Family and Medical Leave Request Form and forward the completed form to the Office of Human Resources for review. If all requirements are met, the approval will be automatic.

**Status Reports** - The employee must regularly update the Office of Human Resources as to the employee's status as it relates to the employee's eligibility.

**Medical Certification** - The employee must produce a medical certification issued by a health care provider which supports the need for a leave of absence under this policy. When required, the employee must provide a copy before the leave of absence begins, or if the leave of absence was unforeseeable, fifteen calendar days from the date the leave of absence was requested. Failure to submit medical certification may jeopardize the employee's eligibility for an unpaid leave of absence and/or the ability to return to work. The medical certification must include:

- The date the medical condition began;
- The probable duration of the medical condition;
- Pertinent medical facts; and,
- An assertion that the employee is unable to perform the employee's essential job functions or that the employee is needed to care for a family member for a specified period of time.

**NOTE:** The District reserves the right to request a second opinion by another health care provider. The District will pay for the second opinion. In the event a conflict occurs between the first and second opinion, the District may, again at its own expense, obtain a third opinion from a health care provider approved jointly by the District and the employee. This third opinion will be final and binding.

**Certification for Adoption or Foster Care** - An employee must produce proper certification from the appropriate agency for an unpaid leave of absence for the adoption or foster care of a child.

**Spouses Who Both Work for the District** - Spouses who both work for the City School District of Albany will be allowed a combined maximum of twelve workweeks of leave for the birth or care of a newborn child, adoption or foster care of a child and to care for such newly placed child, or the serious health condition of a parent, during any twelve month period. However, if the child has a serious health condition then both parents can take twelve weeks.

**Use of Accrued Sick Leave Credits** - For a leave of absence due to the employee's own serious health condition, the employee may use sick leave credits to extend the maximum twelve weeks of leave.



**Use of Accrued Vacation Leave Credits** - For a qualifying event other than an employee's own serious health condition, the employee may use vacation leave credits to extend the maximum twelve weeks of leave.

**Workers' Compensation and Disability** - All leaves taken under Workers' Compensation and Disability will invoke FMLA if the employee meets the eligibility criteria outlined in the eligibility section and the District designates such leave as FMLA leave and properly notifies the employee of such designation.

**Benefits During an FMLA Unpaid Leave of Absence** - For purposes of this policy, the following will apply:

**Medical Insurance Eligibility** - During a leave of absence under this policy, an employee's eligibility status for medical insurance coverage will not change.

**Medical Insurance Premium Payments** - During a leave of absence under this policy, an employee's contribution toward the cost of the medical insurance premium, if any, will be at the same level as if the employee was working. The employee's contribution toward the cost of the medical insurance premium, if any, must be paid on a timely basis in order to maintain the continuous coverage of benefits. Coverage will cease if payments are not made within thirty calendar days from the due date. In the event the employee fails to return to work after the leave of absence period has expired, the District may recover the cost of the medical insurance premium it paid for maintaining the coverage during any period of the unpaid leave of absence except for the following circumstances:

- The continuation, recurrence, or onset of a serious health condition of the employee or the employee's eligible family member with proper medical certification; or,
- Circumstances beyond the employee's control, such as: parent chooses to stay home with a newborn child who has a serious health condition; employee's spouse is unexpectedly transferred to a job location more than seventy-five miles from the employee's work-site; a relative or individual other than an immediate family member has a serious health condition and the employee is needed to provide care; or, the employee is laid off while on leave.

**Accrual of Leave Credits During an FMLA Unpaid Leave of Absence** – An employee will not accumulate vacation leave or sick leave while on a FMLA unpaid leave of absence. An employee will not receive holiday pay for any holidays that may occur while on an unpaid leave of absence.

**Employment Restrictions During an FMLA Leave of Absence** - While on a FMLA unpaid leave of absence, the employee may not be employed by another employer during the same hours that the employee was normally scheduled to work for the District.

**Extension of an FMLA Unpaid Leave of Absence** - An employee who wants an extension of the leave previously requested must notify the Office of Human Resources at least two business days from the date the change occurred which necessitates the change in leave time.

**Return to Work** - At the conclusion of a leave of absence under this Family and Medical Leave Policy, the employee will be restored to the position the employee held when the leave of absence began or to an equivalent position with equivalent benefits, pay, and working conditions, provided the employee returns to work immediately following such leave of absence. The following conditions for returning to work will apply.

- **Medical Statement** - Before resuming employment, an employee must submit a statement from the employee's health care provider indicating that the employee is able to return to work either with or without restrictions. Failure to return to work when required may be considered a voluntary termination.
- **Early Return** - An employee who intends to return to work earlier than anticipated must notify the Superintendent at least five business days prior to the date the employee is able to return.

## **G. Leave of Absence to Care for an Infant**

**Eligibility** - An employee may receive an unpaid leave of absence for up to twelve consecutive months to care for an infant subject to the District based on the needs of the District. At the conclusion of such leave of absence, the employee will be restored to the position the employee held when the leave of absence began or to an equivalent position with equivalent benefits, pay, and working conditions, provided the employee returns to work immediately following such leave of absence.

**Medical Insurance Premium Payments** - During the first twelve weeks of the unpaid leave of absence to care for an infant, the employee's medical insurance premium will be paid in accordance with the District's Family and Medical Leave Act Policy. Thereafter, the employee must pay the full cost of the monthly medical insurance premium. Payment must be made on a timely basis in order to maintain the continuous coverage of benefits. Coverage will cease if payments are not made within thirty calendar days from the due date.

**Accrual of Leave Credits During an Unpaid Leave of Absence** - An employee will not accumulate vacation leave or sick leave while on an unpaid leave of absence to care for an infant. An employee will not receive holiday pay for any holidays that may occur while on such unpaid leave of absence.

**Employment Restrictions During an Unpaid Leave of Absence** - While on an unpaid leave of absence to care for an infant, the employee may not be employed by another employer during the same hours that the employee was normally scheduled to work for the District.

## **H. Leave for Cancer Screening**

New York State Civil Service Law entitles all district employees to take up to four hours of paid leave annually, without charge to leave credits, for breast or prostate cancer screening. Travel time is included in the four-hour cap. Absence beyond four hours must be charged to leave credits or the time will be docked. The leave is not cumulative and expires at the close of business of the last day of each fiscal year.

## **XIII. COMPENSATION**

### **A. Wage and Salary**

**Rate of Pay** - The rate of pay for an employee who is not a member of a collective bargaining unit will be established by the Superintendent and approved by the Board. The employee will be notified in writing of the rate of pay when they commence employment.

### **B. Overtime Pay**

**Union Employees** - Please refer to the applicable collective bargaining agreement.

**Authorization** – All non-exempt employees must receive prior approval from the appropriate Supervisor before working beyond the employee's normal workday or workweek.

**FLSA Exempt Employees** - In accordance with the Fair Labor Standards Act, a FLSA exempt employee will not be paid for overtime nor receive "compensatory time" for any hours worked in excess of the employee's normal workday or workweek.

**FLSA Non-Exempt Employees** - A FLSA non-exempt employee will be paid one and one-half times the employee's regular hourly rate of pay for all authorized time worked over forty hours in a given workweek or receive compensation time equal to one and one-half times the additional time worked.

**Compensatory Time (Administration Staff Only)** - Under certain circumstances, non-exempt employees assigned by the Superintendent or an Assistant Superintendent to perform a "special project" in excess of the employee's normal workday or workweek may receive "compensatory time" in lieu of paid overtime. When such employee chooses to receive compensatory time, the employee will be credited with the equivalent of one and one-half hours of compensatory leave credits for all authorized time worked in excess of the employee's normal workday or workweek, up to a maximum of 240 hours. For any overtime worked beyond 240 hours, the employee shall be paid his/her overtime rate.

The employee must use all compensatory leave credits within the school year in which it is earned or receive the equivalent in cash at the end of the school year. An employee must receive prior approval from the employee's Department Head to take compensatory leave. The request must be submitted, in writing, to the employee's Department Head as far in advance as possible.

**Credit for Paid Leave** - Personal leave, vacation leave, holidays, sick leave, bereavement leave, and jury duty leave will not be included as time worked in the computation of overtime.

### **C. Out-of-Title Pay**

**Union Employees** - Please refer to the applicable collective bargaining agreement.

**Authorization** - A Supervisor may require an employee to work out-of-title. An employee must receive prior approval from the appropriate Supervisor before working in a higher graded title.

## **D. Pay Period and Check Distribution**

**Payroll Period** - The payroll period will begin on Saturday at 12:00 a.m. and end fourteen calendar days later on Friday at 11:59 p.m. An employee's paycheck will be based on the amount earned during the payroll period. The paycheck for certain employees who are paid on an hourly rate will be based on the amount earned during the preceding payroll period (fourteen day lag).

**Pay Date** - Paychecks will be issued on the Friday following the end of the payroll period. In the event the pay date is a designated holiday, paychecks will be distributed on the previous work day.

**Direct Deposit** - The paycheck will be deposited directly into an employee's account at the designated financial institution. The employee must submit a signed, written authorization direct deposit form to the Payroll Office.

**Authorized Check Release** - The District will not release a paycheck to anyone other than the employee unless the employee has submitted a signed, written authorization with the Payroll Office.

## **E. Payroll Deductions**

**Statutory Deductions** - The required portion of an employee's pay for federal and state taxes, and any other deduction required by law, will be deducted from the employee's paycheck. Such deductions will be noted on the paycheck.

**Voluntary Deductions** - Payroll deductions provided through the District's payroll system will be made from an employee's paycheck when authorized by the employee. Such deductions will be noted on the paycheck.

**Union Employees** - Please refer to the applicable collective bargaining agreement.

# **XIV. EMPLOYEE BENEFITS**

## **A. Holidays/Shutdown Periods**

**Union Employees** - Please refer to the applicable collective bargaining agreement.

**Temporary, Seasonal, or Supplementary Employees** - Please note that the holidays listed on the School calendar are designated as unpaid days.

**Leaves Before and After Holidays and Recesses** - An employee who is absent on a scheduled workday immediately preceding and/or subsequent to a holiday or recess period may be required to produce documentation to demonstrate that the use of paid leave is justified. Documentation may consist of a physician's note in the case of personal or family illness, or

other documentation which justifies unavoidable absence for a "serious personal reason". Absences which do not qualify for paid leave will be unpaid and, depending upon the circumstances, could subject the employee to disciplinary action.

## **B. Vacation Leave Policy**

**Ten-Month, Part-time, Temporary, Seasonal, or Supplementary Employees** - A ten-month employee or a part-time, temporary, seasonal, or supplementary employee is not eligible for paid vacation leave.

**Date Credited** - The accrual date for determining eligibility and entitlement to paid vacation leave is July 1st. Paid vacation leave is earned in one fiscal year for use in the following fiscal year.

## **C. Sick Leave Policy**

**Union Employees** - Please refer to the applicable collective bargaining agreement.

**Accrual During Leaves of Absence** - In the event an employee takes an unpaid leave of absence, the employee's sick leave credits will be adjusted by the number of months not worked.

**Temporary, Seasonal, or Supplementary Employees** - A temporary, seasonal, or supplementary employee is not eligible for paid sick leave but may be allowed to take time-off without pay provided the employee has prior approval from the appropriate Supervisor.

**Use of Sick Leave** - Sick leave is provided to protect an employee against financial hardship during an illness or injury. Sick leave is a benefit against financial loss not a leave benefit to which the employee is automatically entitled. An employee may use sick leave credits for personal illness or injury that inhibits the employee's work or for medical and dental appointments which cannot be scheduled during non-work hours. Sick leave credits may not be used in increments of less than one-half day.

**Notification of Sick Leave** - In the event an employee must take sick leave, the employee must notify SubFinder and if necessary the appropriate Supervisor as soon possible before the employee's scheduled reporting time.

**Medical Verification** - The District may require medical verification of an employee's absence from the employee's physician if the District perceives the employee is abusing sick leave or has used an excessive amount of sick leave. An employee who fails to produce such documentation or falsifies or alters such documentation will be subject to appropriate disciplinary action.

**Return to Work after Five Day Absence** - In the event an employee is absent for more than five consecutive workdays due to an illness or injury, the employee must provide medical verification from an attending physician stating that the employee may return to work and resume the employee's regular duties. An employee who fails to produce such documentation or falsifies or alters such documentation will be subject to appropriate disciplinary action.

**Abuse of Sick Leave** - An employee who, after investigation, is found to have demonstrated a pattern of sick leave abuse or to have used an excessive amount of sick leave will be subject to appropriate disciplinary action.

**Sick Leave Bank** - Please refer to the applicable collective bargaining agreement. An employee who is not a member of a collective bargaining unit is not eligible to participate in any sick leave bank.

## **D. Personal Leave Policy**

**Union Employees** – Please refer to the applicable collective bargaining agreement.

**Temporary, Seasonal, or Supplementary Employees** - A temporary, seasonal, or supplementary employee is not eligible for paid personal leave but may be allowed to take time-off without pay provided the employee has prior approval from the appropriate Supervisor.

**Use of Personal Leave** - An employee may use up to five sick leave credits as paid personal leave to attend to certain important obligations which require the employee to be absent from work. Such leave credits may not be used as vacation or for recreational purposes.

Except in cases of a real emergency, personal leave may not be taken on a scheduled work day either immediately before or immediately after a holiday or shutdown period; (this restriction does not pertain to weekends).

**Additional Personal Leave** - In the event the employee requires more than five days of leave, the employee may request an unpaid leave of absence.

The request must be submitted, in writing, to the Superintendent in advance. In the event there is an unforeseen emergency, the requirement for advance notice will be waived. The Superintendent will have total discretion in the approval of this unpaid personal leave.

**Scheduling** - An employee must receive prior approval to take personal leave. The request must be submitted, in writing, to the Superintendent at least two workdays in advance. In the event there is an unforeseen emergency, the requirement for advance notice will be waived. The Superintendent will have total discretion in the approval of personal leave.

## **E. Medical Plan**

**Union Employees** - Please refer to the applicable collective bargaining agreement.

**Medical Insurance Plan** - The District will make available major medical, hospital and surgical insurance to each eligible employee and the employee's eligible family as such health insurance is made available by the District. In no event shall the District be required or obligated to pay or reimburse an employee or the employee's spouse or other dependent for any portion of any doctor's bill, hospital bill, prescription bill, x-ray bill, laboratory bill, procedure bill, or any other medical bill or expense which is not covered or reimbursed by the medical insurance plan.

**Medical Insurance Coverage for New Hires** - Coverage will begin on the employee's first day of employment, provided the employee meets all eligibility requirements of the insurance plan and has completed the insurance application prior to the first day of employment. In the event the employee does not complete the insurance application prior to the first day of employment, coverage will begin on the date the application is received within the first thirty calendar days of employment. In the event the employee does not complete the insurance application within the first thirty calendar days of employment, coverage will begin three months after the application is received.

**Enrollment Information** - Enrollment in a medical insurance plan is not automatic. An employee must complete the necessary enrollment forms. The employee must select individual or family coverage, as the case may be, and submit the enrollment forms to the Insurance Technician within thirty days of the first day of employment.

**Reinstatement** - The employee may re-enroll in the District's medical insurance plan under any of the following conditions and consistent with any conditions of the health insurance carrier:

- The death of a spouse, domestic partner or child, divorce, or a child's attainment of the maximum age for coverage of a dependent child;
- The employee's spouse or domestic partner loses medical insurance coverage through the spouse's or domestic partner's employer and the employee elects family coverage under the District's medical insurance plan, or;
- The employee loses coverage under the alternate insurance plan.
- When an employee returns from unpaid leave, the employee needs to re-enroll in the Health Insurance coverage or buy-out program with-in 30 days of returning.

Coverage will begin on the first of the month immediately following the employee giving notice, provided the employee meets all eligibility requirements of the insurance plan.

**Premium Payment (Full-time Employees)** — An employee who is not a member of a collective bargaining unit will receive the Employer premium contribution for individual or family coverage as established by the Board. The employee's premium contribution, if any, will be deducted from the employee's regular paycheck.

**Retirement** - An employee must be enrolled in the District's medical insurance plan prior to the date of retirement. The employee should re-enroll in the District's plan during the annual open enrollment period in the school year prior to the effective date the retirement.

**Termination of Employment** – Any employee who is terminated or resigns from their position, will receive coverage until the last day of the month in which the employee left employment in the district.

**Keeping Coverage Up To Date** - An employee must immediately notify the Insurance Technician in the event any of the following conditions occur:

- Change in Family, such as:
  - ❖ Marriage or divorce

- ❖ Acquire a dependent (birth of a child or adoption)
  - ❖ No longer have any eligible dependents
  - ❖ Dependent loses eligibility
  - ❖ No longer want to provide coverage for a dependent
  - ❖ Spouse dies or domestic partner dies;
- Change in Status, such as:
    - ❖ Take a leave of absence without pay
    - ❖ Obtain coverage under spouse's or domestic partner's plan
    - ❖ Become eligible for Medicare within the next four months; or
  - Other Changes, such as:
    - ❖ Want to cancel coverage
    - ❖ Change in address or telephone number.

## **F. Flexible Spending Account**

**Eligibility** - The District will make available a pre-tax contribution program in accordance with Section 125 of the Internal Revenue Service Code to each eligible full-time employee. Coverage will begin on the employee's first day of employment, provided the employee meets all eligibility requirements for medical insurance.

**Part-time, Temporary, Seasonal, or Supplementary Employees** - A part-time, temporary, seasonal, or supplementary employee is not eligible for this provision.

**Summary** - A "Flexible Spending Account" established under Section 125 of the Internal Revenue Service Code may be used for reimbursement of medical, dental and vision expenses to the extent not reimbursable through insurance and for reimbursement of dependent care expenses. Descriptions of the Flexible Spending Account plan may be obtained from the Insurance Technician.

## **G. Medical Insurance Buy-out Program**

**Method of Payment** - One half of the buy-out will be made on or about October 1<sup>st</sup> and on or about April 1<sup>st</sup> for each six-month period the employee is eligible for the buy-out. The buy-out is subject to payroll taxes unless transferred to a tax sheltered annuity plan.

**Enrollment Period** - The employee may elect out of the District's medical insurance plan, change from family coverage to single coverage, or re-enroll in the District's plan during the open enrollment period in May of each year or as may otherwise be established by the District.

**New Employee** - A new employee may opt out of the District's medical insurance plan on the first day of employment provided the employee has completed the buy-out application prior to the first day of employment. In the event the employee does not complete the buy-out application prior to the first day of employment, the buy-out will begin on the date the application is received within the first thirty calendar days of employment. In the event the employee does not complete the buy-out application within the first thirty calendar days of employment, the buy-out will begin three months after the application is received.



**Reinstatement** - The employee may re-enroll in the District's medical insurance plan under any of the following conditions and consistent with any conditions of the health insurance carrier:

- The death of a spouse, domestic partner or child, divorce, or a child's attainment of the maximum age for coverage of a dependent child;
- The employee's spouse or domestic partner loses medical insurance coverage through the spouse's or domestic partner's employer and the employee elects family coverage under the District's medical insurance plan, or;
- The employee loses coverage under the alternate insurance plan.
- When an employee returns from unpaid leave, the employee needs to re-enroll in the Health Insurance coverage or buy-out program with-in 30 days of returning.

Coverage will begin on the first of the month immediately following the employee giving notice, provided the employee meets all eligibility requirements of the insurance plan.

**Retirement** - An employee must be enrolled in the District's medical insurance plan prior to the date of retirement. The employee should re-enroll in the District's plan during the annual open enrollment period in the school year prior to the effective date of retirement.

## **H. Continuation of Medical Benefits**

**Summary** - The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) offers employees and "qualified beneficiaries" the right to continue existing health insurance coverage, at their own expense, under certain qualifying conditions. All required premiums and administrative fees must be paid in a timely manner in order for coverage to continue.

**Eligibility** - An individual is a "qualified beneficiary" if the individual is covered under a group health plan on the day before a qualifying event as either a covered employee, the spouse of a covered employee, or a dependent child of a covered employee. A child who is either born to or who is placed for adoption with the covered employee during a period of COBRA coverage is also a "qualified beneficiary".

**Qualifying Events** - The option to elect COBRA coverage must be taken at the time of separation, reduction in hours, or change of dependent status, as the case may be, and will be in effect for a period of eighteen, twenty-nine, or thirty-six months, depending upon any of the following qualifying events:

- An **eighteen month** continuation will be available to a qualified beneficiary in the event of the covered employee's termination of employment for any reason except gross misconduct, or the covered employee's loss of eligibility to participate due to reduced work hours.
- A **twenty-nine month** continuation will be available to a qualified beneficiary in the event that the qualified beneficiary is disabled, per a determination under the Social Security Act, or becomes disabled within the first sixty days of COBRA coverage. The

qualified beneficiary must provide the plan administrator with notice of the disability within sixty days of the determination of the disability by Social Security and before the end of the original eighteen-month COBRA coverage period. The qualified beneficiary must notify the plan administrator of a determination by Social Security that the individual is no longer disabled within thirty calendar days of such determination.

- A **thirty-six month** continuation will be available to a qualified beneficiary in the event of any one of the following:
  - ❖ A covered employee's death;
  - ❖ Divorce or legal separation from a covered employee;
  - ❖ A covered dependent child's loss of eligibility to participate in the insurance plan due to the covered employee becoming covered by Medicare as a result of total disability or choosing Medicare in place of the insurance plan at age sixty-five; or
  - ❖ A covered dependent ceases to be a "dependent child" under the health insurance plan.

**Limitations** - In the event an employee becomes covered by Medicare, but no loss of coverage results for the employee or the covered dependents, and a subsequent qualifying event occurs, the duration of coverage for all qualified beneficiaries will be thirty-six months from the date of the termination or reduction in hours. A qualified beneficiary may be covered under multiple qualifying events, but in no case will coverage be continued for more than thirty-six months.

**Change in Beneficiary Status** - An employee must notify the District within sixty calendar days of a legal separation or divorce or when a dependent is no longer eligible for insurance due to the age limitations or educational status requirements established by the insurance plan. The District will not be responsible for any loss of coverage resulting from the employee's failure to give notification of such an event.

**Enrollment Information** - The Insurance Technician will provide the employee with the enrollment forms and assist with the administrative and operational aspects of COBRA. Enrollment is not automatic. The employee must complete the necessary enrollment forms and return all COBRA forms to the Insurance Technician within the time indicated. If the required forms or premium payments are not received at the time specified, medical insurance coverage will cease.

## **I. Medical Insurance for Retired Employees**

**Medical Insurance Coverage** — Except as may be provided in a collective bargaining agreement, the District will make available health insurance to an eligible employee who retires from the District. Coverage will also be made available for the employee's eligible family. To be eligible, the family member must have been covered under the employee's medical insurance plan at the employee's date of retirement. In the event the retiree predeceases the eligible family member, the family member may continue health insurance coverage provided the family

member pays the full cost of the premium. Coverage of a spouse will cease at the time of divorce or legal separation.

**Eligibility** - To be eligible for health insurance coverage, the retiree must be age fifty-five or older and must have at least ten consecutive years of service with the District immediately prior to retirement. In addition, the retiree must be eligible to receive retirement benefits through a New York State retirement system.

**Insurance Plan** - The District will make available for retirees the same health insurance plans offered to current employees. The Board may at its discretion, change the plans at any time, including, but not limited to, type of coverage, retiree contributions, and type of carrier. Coverage under a health insurance plan made available through the District will continue until the retiree or eligible family member, as the case may be, meets the eligibility criteria for Medicare coverage, at which time primary coverage will be provided by Medicare. At that time, the retiree and eligible family members may be required to change health insurance plans in order to maintain supplemental coverage.

**Premium Payment** - The District will pay the premium for individual or family medical insurance coverage, as the case may be, for each eligible retiree in accordance with Board policy. The Board reserves the right to require a premium contribution from retirees; in which case, all required premiums must be paid in a timely manner in order for coverage to continue.

## **J. Workers' Compensation Insurance**

**Coverage** - The District will make available a Workers' Compensation plan for job related injury or illness, including payment of medical costs and replacement of lost wages up to the regulated maximum, to each eligible employee. Coverage will begin on the employee's first day of employment, provided the employee meets all eligibility requirements.

**Plan** - The District may, at its discretion, change carriers and/or offer an alternative Workers' Compensation plan. A description of the plan may be obtained from the Insurance Technician.

**Benefits** - An employee who has a job-related injury or illness arising out of or in the course of employment will be eligible to receive full pay while on the District's payroll. In the event the employee draws on the employee's sick leave credits, the employee's sick leave accumulations will be credited by the amount of compensation that the District receives from Workers' Compensation. Medical insurance benefits will continue for twelve weeks in accordance with the Family and Medical Leave Act.

**Reporting of Injury** - The employee must report the injury to the appropriate Supervisor and/or nurse within twenty-four hours of the occurrence in order to ensure prompt coverage of the claim. The Supervisor and/or Nurse will complete and submit the required forms on behalf of the employee.

## **K. 403 (b) Plan**

**Summary** – You have the opportunity to save for retirement by participating in the City School District of Albany's 403(b) Plan. You can participate in the 403(b) plan with pre-tax contributions

by contacting The OMNI Group at 1.877.544.6664 for details. Employee must work twenty (20) hours or more per week to participate.

## **L. Employee Assistance Program**

**Summary** - The District will make available an Employee Assistance Program (EAP) for a full-time employee and the employee's spouse, domestic partner, and dependents to obtain confidential, professional counseling. This program is designed to help employees and their families deal with a variety of problems through professional consultation on a confidential basis. The Board believes it is in the best interest of employees, their families and the District to deal with problems before they seriously affect one's health, family, personal relationships or job performance.

**Part-time, Temporary, Seasonal, or Supplementary Employees** - A part-time, temporary, seasonal, or supplementary employee is not eligible for this program.

**How to Access the Program** - The contact information for Employee Assistance Program (EAP) is [questions@capitaleap.org](mailto:questions@capitaleap.org) or (518) 465-3813. An employee may contact the Office of Human Resources to obtain the user name and password for Employee Assistance Program.

## **M. Unemployment Insurance**

**Coverage** - The District will make available an unemployment insurance plan to each employee ruled eligible for benefits by the State Department of Labor.

**Ten-Month Employees** - An employee employed on a ten-month basis will receive written notification as to whether the employee may be reasonably assured re-employment in September.

## **N. The New York State Employees' Retirement System**

**Summary** - The District will make available the New York State Employees' Retirement System pension plan to each eligible employee. An employee has a vested right to retirement benefits after ten years of eligible public sector service. In the event an employee leaves after ten years of service but prior to retirement age, such employee may receive a benefit at retirement age related to those years as a public sector employee.

**Mandatory Membership (hired before July 27, 1976)** - A full-time employee who began employment with the State of New York or with a participating employer prior to July 27, 1976 must join the New York State Employees' Retirement System. The date of membership is the date of permanent appointment if the employee holds a position with a competitive classification. The date of membership is the date of hire if the employee holds a position with a non-competitive classification.

**Mandatory Membership (hired after July 27, 1976)** - A full-time employee who began employment with the State of New York or with a participating employer after July 27, 1976 must join the New York State Employees' Retirement System. The date of membership is the date of full-time permanent appointment.

**Optional Membership (hired before July 27, 1976)** - An employee who is not mandated to join the New York State Employees' Retirement System may join the retirement system. An employee who began employment with the State of New York or with a participating employer prior to July 27, 1976 may join the New York State Employees' Retirement System if the employee holds a position with an exempt or labor classification or with a competitive classification where the employee is appointed temporarily or provisionally. The date of optional membership is the date the application is received by the Retirement System.

**Optional Membership (hired after July 27, 1976)** - An employee who is not mandated to join the New York State Employees' Retirement System may join the retirement system. An employee who began employment with the State of New York or with a participating employer after July 27, 1976 may join the New York State Employees' Retirement System if the employee meets one of the following conditions:

- the position is either provisional or temporary under New York State Civil Service Law;
- the employee works less than thirty hours per week, or less than the standard number of hours for full-time employment as established by the employer for the given position;
- the duration of employment is for less than one year, or employment is on less than a twelve-month per year basis; or,
- the annual compensation is less than the State's minimum wage multiplied by 2,000 hours.

The date of optional membership is the date the application is received by the Retirement System.

## **O. The New York State Teachers' Retirement System**

**Summary** - The District will make available the New York State Teachers' Retirement System pension plan to each eligible employee.

**Mandatory Membership** - The conditions under which membership is mandatory are:

1. Employment for the full day, every day school is in session;
2. Contractual relationship between employee and employer, and,
3. Employment on a per annum basis (i.e. through the end of the school year) regardless of the date employment commences.

**Optional Membership** - An employee employed on other than a full-time, contractual, or per annum basis is not required to join the System. However, such employee may establish a membership by completing a membership application, signing it in the presence of a notary and forwarding it the Business Office. The date of membership for such employee will be the first day of employment on or after the notarization date. This is also the date that the employee pension deduction will begin.

## **P. Conference Policy**

**Union Employees** - Please refer to the applicable collective bargaining agreement.

**Purpose** - Conferences must be directly related to the goals and priorities of the District and to the improvement of knowledge and skills an employee needs to carry out the employee's job responsibilities or assignment. Supervisors have the responsibility to ensure that conference attendance will benefit the District in addition to the employee, even when there is no cost to the District.

**Requests** - A request to attend a conference must be submitted to the Superintendent's Office at least thirty calendar days in advance. The request must be submitted on the Request to Attend a Conference form and be signed by the employee's supervisor and, if different, the principal of the building from which the employee will be absent when attending the conference. Request to Attend a Conference forms are available in the Superintendent's Office and each District building. The employee requesting the conference is responsible for conference registration, reservations, and arrangements for transportation and lodging.

**Approval Procedure** - Forms with incomplete information will be returned. The Superintendent's Office will approve or deny the request within one week and a copy will be sent to the employee and the appropriate Supervisor.

**Eligible Expenses** - A copy of the approved conference request form, a completed purchase request form, and corresponding original receipts must be submitted to the Purchasing Office for reimbursement.

**Conference Reports** - After the conference, the employee must submit a report on the conference to the appropriate Supervisor. The Supervisor will disseminate the information in the report to others in the school or department. Conference reports must be kept on file with the Supervisor for one year.

## **Q. Drug-Free Workplace Policy**

**Policy Statement** - The Board adopted a Drug-Free Workplace Policy on May 2, 1989, which is consistent with the Federal "Drug-Free Workplace Act of 1988".

**Prohibited Activity** - The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is strictly prohibited in all property or premises owned by the District or used by the District.

**Employee Assistance** - In establishing a drug-free workplace, it is the policy of the District to work with an employee suffering from drug abuse so that the employee will receive assistance necessary to overcome dependency. An employee seeking such assistance is encouraged, to contact the appropriate Supervisor or the Employee Assistance Program to discuss the situation. Any disclosures made by an employee will be treated as strictly confidential. The employee's decision to seek assistance will not be used as the basis for disciplinary action nor be used against the employee in any disciplinary proceeding.

**Employee Responsibilities** - As a condition of the District receiving Federal grants, each employee must abide by this policy and notify the Human Resources Administrator of any criminal drug conviction occurring in the workplace within five calendar days of the conviction.

**District Responsibilities** - The District will notify the granting federal agency within ten days after receiving notice from an employee of such a conviction or otherwise receiving actual notice of such conviction. In addition, the District will take appropriate disciplinary action against the employee within thirty calendar days.

**Disciplinary Action** - An employee who, after investigation, is found to have violated the District's Drug Free Workplace policy may be referred for counseling or rehabilitation and satisfactory treatment and will be subject to appropriate disciplinary action.

## **R. Smoking Policy**

**Restrictions** - Smoking of tobacco is prohibited in all buildings owned or operated by the District, on all property or premises owned by the District or used by the District, and in all vehicles owned or operated by the District.

**Disciplinary Action** - An employee who, after investigation, is found to have violated the District's Smoking Policy will be subject to appropriate disciplinary action.

## **XV. SAFETY**

### **A. Safety Procedures**

**Statement** - Prevention of injury and illness in the workplace requires the cooperation of all employees in all safety and health matters. It is the policy of the District to reduce the number of workplace injuries and illnesses to an absolute minimum. Accidents can be prevented through use of reasonable precautions and the practice of safe working habits.

**Employee Responsibility** - In an effort to protect all employees and to safeguard equipment and property, before an employee begins a given task, the employee must fully understand the correct operation and possible hazards involved, safety procedures, and necessary safety equipment required to perform the job.

**Safety Program** - The District's safety program includes, but is not limited to, the following:

- Providing mechanical and physical safeguards to the maximum extent possible;
- Conducting inspections to find and eliminate unsafe working conditions and practices, control health hazards, and comply with the safety and health standards for every job;
- Training all employees in safety and health practices;
- Providing necessary personal protective equipment and instructions for its use and care;
- Developing and enforcing safety and health rules and requiring that employees cooperate with these rules as a condition of employment;

- Investigating, promptly and thoroughly, every accident to find the cause and correct the problem to prevent future occurrences; and
- Providing First Aid kits and fire extinguishers throughout buildings and facilities.

**Accident Plan** - In the event of an accident, an employee must immediately stop work and take the following steps:

- Eliminate the immediate cause of the accident;
- Provide aid to the injured person and summon for assistance;
- Call the appropriate Supervisor immediately;
- If the accident appears serious, call an ambulance; and
- Take steps to prevent additional accidents.

**Accident Reporting Procedures** - In the event an accident occurs in the workplace, the following procedures will apply:

- When an accident occurs which results either in the loss of an employee's work time or in the provision of medical care to an employee, the employee must meet with the School nurse and Supervisor to fill out a Report of Incident form. If you require medical attention, the employee must notify the Insurance Technician to complete an Employer's Report of Injury Form (C-2). This form must be submitted to the Insurance Technician within six workdays of the accident.
- When an accident occurs which does not result in the loss of an employee's work time, or in the provision of medical care to the employee, the employee's Supervisor must complete a Supervisor's Report of Incident Form. This form must be submitted to the Insurance Technician within six workdays of the accident.
- The District will keep a log of the injury or illness for five years following the end of the calendar year to which it relates. A copy of this log, which includes totals and information for the year, will be posted where notices to employees are customarily posted.

## **B. Hazard Communication Program**

**Policy Statement** - The District is committed to providing a safe and healthy work environment and complies with all Federal, State and local laws regarding hazard recognition, accident prevention and working conditions.

The District considers Hazard Communication and the prevention of workplace injuries and illnesses to be of prime importance.



This portion of the District's comprehensive safety program has been prepared to comply with the requirement of Title 29 of the Code of Federal Regulations 1926.59. It is intended to ensure that all information necessary for the safe use, handling and storage of hazardous chemicals be made available to employees.

**Guidelines** - The following guidelines for the identification of chemical hazards and the preparation and proper use of containers, labels, placards, and other types of warning devices must be adhered to:

- **Chemical Inventory** - The School District must maintain an inventory of all known chemicals in use. An employee may obtain the chemical inventory from the Assistant Superintendent for Business Affairs.
- **Container Labels** - All chemicals on a work-site must be stored in the original or approved containers with the proper label attached. The Principal or Supervisor of Buildings and Grounds must ensure that each container is labeled with the identity of the hazardous chemical contained and any appropriate hazard warnings. The District will rely on manufacturer applied labels whenever possible. A container that is not labeled or on which the manufacturer's label has been removed, must be properly labeled. A container not properly labeled must be given to the Principal for labeling or proper disposal.
- **Dispensing Chemicals** - An employee may, dispense chemicals from original containers only in small quantities intended for immediate use. Any chemical leftover must be returned to the original container or to the Principal for proper handling. No unmarked containers of any size are to be left in the work area unattended.

**Material Safety Data Sheets (MSDS)** - An employee working with a Hazardous Chemical may obtain a copy of the Material Safety Data Sheet (MSDS) and a standard chemical reference from the Assistant Superintendent for Business Affairs office.

**Employee Training** - An employee must be trained to work safely with hazardous chemicals. This training program must cover the following areas:

- Methods used to detect the release of hazardous chemicals in the workplace;
- Physical and health hazards of chemicals and the measures used to protect employees;
- Safe work practices;
- Emergency responses to the exposure of hazardous chemicals;
- Proper use of personal protective equipment; and
- Hazard Communication Standards, including labeling and warning systems, and an explanation of the use of Material Safety Data Sheets.

**Personal Protective Equipment (PPE)** - Depending on job duties, an employee must routinely wear protective devices, such as gloves, as directed by a Supervisor. An employee may obtain Required Personal Protective Equipment (PPE) from the Supervisor of Buildings and Grounds. An employee who is required to wear special safety equipment as directed by a Supervisor must comply with the request. An employee who does not follow the Supervisor's instruction will be subject to appropriate disciplinary action.

**Emergency Response** - Any incident of overexposure or spill of a hazardous chemical/substance must immediately be reported to the Principal. The Principal must insure that proper emergency response actions are taken.

**Hazards of Non-Routine Task** - The Principal or Supervisor of Buildings and Grounds must inform employees of any special tasks that may arise which would involve possible exposure to hazardous chemicals. Review of safe work procedures and use of required PPE must be conducted prior to the start of these tasks. Where necessary, areas will be posted to indicate the nature of the hazard involved.

## **XVI. COMMUNICATION PROCEDURES**

### **A. Bulletin Board**

**Location** - Bulletin boards will be located throughout District buildings for communicating information to employees. An employee should check the bulletin boards frequently to keep informed on changes in employment matters and other items of interest.

**Posting of Material** - All material to be posted on bulletin boards, including memos and announcements, must have the prior approval of the appropriate Supervisor.

### **B. Adverse Correspondence**

**Written Communication** - An employee who receives a memo, fax message, letter, telegram, legal notice, summon, or other form of communication of a negative nature must immediately forward the document to the Superintendent.

**Verbal Communication** - An employee who receives a verbal complaint of unfair treatment or expressions of anger or dissatisfaction must immediately notify the appropriate Supervisor, who will immediately notify the Superintendent.

### **C. Electronic Communications Policy**

**General Guidelines** - An employee must abide by the following guidelines pertaining to electronic communications:

- E-mail and voice mail are to be used for District purposes only;
- Use of computer facilities for personal reasons is strictly prohibited; and,
- All computer pass codes must be available to the District at all times.

The District reserves the right to enter, search, and monitor the computer files, E-mail, and voice mail of an employee without advance notice for business purposes including, but not limited to, theft, disclosure of confidential information, personal abuse of the system, or for monitoring work flow or productivity.

**CITY SCHOOL DISTRICT OF ALBANY**

**Employee Handbook**

**Employee Receipt and Acceptance**

I hereby acknowledge receipt of the City School District of Albany Employee Handbook. I understand that it is my continuing responsibility to read and know its contents. I also understand and agree that the Employee Handbook is not an employment contract for any specific period of employment or for continuing or long-term employment. Therefore, I acknowledge and understand that unless I have a written employment agreement with the City School District of Albany that provides otherwise, I have the right to resign from my employment with the City School District of Albany at any time with or without notice and with or without cause.

I have read, understand and agree to all of the above. I have also read and understand the City School District of Albany Employee Handbook.

SIGNATURE REQUIRED: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

Please sign and return to the Office of Human Resources, Academy Park.