

WATERTOWN CITY SCHOOL  
DISTRICT

EMPLOYMENT POLICY MANUAL

FOR

MANAGEMENT  
AND  
MANAGEMENT/CONFIDENTIAL  
EMPLOYEES

UPDATED July 1, 2021

## Purpose

The purpose of this policy manual is to provide Management employees and Management/Confidential employees with a reference for the basic terms and conditions of employment with the Watertown City School District.

The Board of Education is committed to providing a high quality of services to the citizens of the School District. The administrative employees of the District are one of the essential elements required to fulfill this commitment. Through their leadership and professionalism, the Board's philosophy and policy are manifested in the efficient and effective operations of the School District.

The Board of Education values the dedication and service of its administrative employees. This policy manual and the provisions contained herein establish and provide the terms and conditions of employment for Management and Management/Confidential personnel in the employment of the Watertown City School District. This policy manual is intended to provide those employees with a better understanding of the privileges and responsibilities of their positions and to assist in the mission of the professional delivery of services to the parents, students, and taxpayers of the Watertown City School District.

## Guidelines

The term "administrative employee" is used in this policy manual to refer to all employees who occupy positions that are exempt from the bargaining unit under the Taylor Law. For the purpose of this manual, we have defined the administrative employees by using four major categories, which are explained below. Policies or benefits that apply to all employees have been referred to as applying to "administrative employees" or "employees covered by this agreement". Specific benefits or responsibilities that pertain to specific groups of employees, for example, Department Heads, have been noted as such. The following guidelines apply to this policy manual:

### Department Heads

Employees who are recommended by the Superintendent of Schools for appointment by the Board of Education. Department Heads function in the primary leadership position in the department and are directly responsible for the development of departmental regulations and the implementation of Board initiatives. The Superintendent of Schools will complete performance evaluations on Department Heads, Employees in this category:

Food Service Director  
Director of Facilities

### Management

Management employees are appointed by the Board of Education. Management employees have significant managerial responsibility in the areas of supervision and departmental procedures. Employees in this category:

Assistant Food Service Director  
Information Services Technician

### Management / Confidential

Employees who perform support functions for management positions and/or other assignments that require them to be unrepresented by collective bargaining agreements. Employees in this category:

Claims Auditor  
School District Clerk  
School District Treasurer  
Secretary to the Assistant Superintendent for Instruction  
Secretary to the Assistant Superintendent for Personnel and Student Services  
Secretary to the Business Manager  
Secretary to the Superintendent of Schools  
Senior Account Clerk Typists (Payroll and Business Office)  
Senior Typist CSE Office  
Student Information System Specialist

## I. APPOINTMENTS

Appointments of Management employees and Management/Confidential employees are for fixed or continuing terms.

### Annual Term Appointments

Certain appointments are for a fixed one year as prescribed by the N.Y.S. Education Law and Local Law or Rule. Included in this category are appointments, which are made at the annual Organizational Meeting of the Board of Education.

### Continuous Term Appointment

The remainder of appointments are continuous and are renewed contingent on satisfactory performance and authorization by the Board of Education and/or the Superintendent of Schools. Competitive and non-competitive class appointments are subject to NYS Civil Service Law. This group also includes administrative employees who are appointed "at the pleasure" of the Board of Education or the head of a department. Information regarding the type of appointment is provided to candidates during the recruitment and selection process. Questions concerning the term of appointment may be directed to the Assistant Superintendent for Personnel and Student Services.

### Part-time Appointments and Benefits

In certain cases, the Board of Education may establish part-time and/or temporary appointments to accommodate unique situations.

Employees appointed to part-time positions, and who work less than the standard workweek, shall receive the approved salary for the position and statutory benefits including Retirement (if eligible), Unemployment Insurance, Social Security, and Workers' Compensation. There shall be no earned leave benefits, health insurance, or other fringe benefits.

Fringe benefits shall be limited to the above-referenced items unless otherwise approved by the Board of Education.

### Appointments Other Than 12-months

The Superintendent of Schools and the Board of Education reserve the right to pro-rate and/or otherwise adjust benefits provided in this policy manual to reflect the reduced work year.

### Probationary Period

Employees in the classified service are subject to a probationary period of not less than 8 weeks nor more than 52 weeks. The classified service includes the Competitive, Non-Competitive, Exempt, and Labor classes of Civil Service. Employees who have been promoted to a position serve a new fifty-two (52) week probation period in their new title.

### Secondary Employment

Employees covered by this policy understand and agree that their employment with the District is of basic and primary importance, and that secondary employment must not inhibit or impede the efficient and effective performance of their job duties, responsibilities, or attendance, nor shall it impair their judgment in the exercise of their official duties. Personnel engaged in secondary employment will notify the Superintendent of Schools of the details of their employment.

## II. COMPENSATION

### Annual Salary

The Watertown City School District maintains a competitive salary structure and benefit package for administrative employees.

All salaries and benefits of employees covered by this policy manual are reviewed annually by the Board of Education. Each employee receives an annual salary review by the Superintendent of Schools and the Assistant Superintendent for Personnel and Student Services. Following this review, the Board of Education

will review the recommendations. At the conclusion of this review, a total compensation plan is submitted for approval by the full Board of Education.

### Longevity

Management/Confidential employees who have been continuously employed on a full-time basis with the District receive a \$1,500 longevity benefit in addition to their base salary at the commencement of their 10, 15, 20, 25 and 30 years of service with the District.

### Health Insurance

In order to qualify for health Insurance. an employee must be in a paid status with the District, either through regular wages or the use of district accrued compensation time such as sick leave, personal leave, or vacation time. Beginning with the 2021-2022–school year, Department Heads Management and Management Confidential employees will contribute 15% of the premium cost for health insurance and the District will contribute 85%.

The employee's share will be deducted from the employee's paycheck.

### Health Insurance in Retirement

1. Employees hired prior to July 1 , 2006, shall continue health insurance in retirement as resolved by Board of Education Resolution dated June 1, 1982, which reads:

RESOLVED that, effective 9/1/82, Healthcare Insurance Coverage for full time retired employees of the Watertown City School District, who have health insurance coverage with the District at the time of their retirement, will be carried by the District's plan at no cost to them, provided they qualify as follows:

- a. He or she has had at least five (5) years of service, not necessarily continuous, with the Watertown City School District.
  - b. He or she is qualified for retirement under the New York State Employees' Retirement System, or the New York State Teachers' Retirement System; or, if not a member, is at least fifty-five (55) years of age.
2. Employees hired between July 1, 2006, and June 30, 2012, will also fall under the provisions of #1 regarding health insurance premiums in retirement.
3. Employees hired on or after July 1, 2012, meeting the requirements below will pay the same premium contribution in retirement as they were paying on the last day of active employment:
- a. Are employed by the Watertown City School District at the time of retirement and are enrolled in the health plan at the time of retirement;
  - b. Provide proof of retirement and otherwise meet the definition of retirement as specified by the NYS Employees' Retirement System, or the NYS Teachers' Retirement System.

### Retirement

All permanent, full time employees are enrolled in the New York State and Local Retirement System. The District provides Section 75(G), "Career Retirement Plan" to its employees. The NYS and Local Retirement System are organized into Tiers determined by the date on which you joined the system. Benefit levels and requirements are different for each Tier. Note: A Retirement System booklet is provided at orientation. This booklet provides all basic Information on the Retirement System benefits. Due to changing legislation and regulations, you should check with the NYS and Local Retirement System directly to obtain information regarding your benefits.

Any full-time employee who retires by meeting the service requirements as defined by the NYS Employees Retirement System will be afforded section 41(j) of the NYS Retirement Plan, which provides for the conversion of sick leave to service credit.

#### Dental

For any eligible participating employee in the Dental Plan, the District will contribute \$100 towards the individual plan or \$200 towards the family plan.

#### Cafeteria Plan

The District agrees to allow employees covered by this policy to enroll in the full IRS 125 cafeteria plan, in accordance with IRS regulations, for employee deductions including but not limited to, health insurance premiums, unreimbursed medical expenses (including dental, vision, and hearing) and dependent care expenses.

#### Tax Sheltered Annuity

The Watertown City School District offers a 403(b) Tax Annuity Savings Plan. The plan is a voluntary savings program created by federal and state law that enables public employees to save a portion of their gross pay before federal, state, and local income taxes are deducted. The amount deferred accumulates tax-free until the funds plus earnings are distributed (generally after retirement) when most people are in a lower tax bracket. Information regarding the complete details of the 403(b) Tax Annuity Plan and payroll deduction forms are available in the Personnel Office.

#### Social Security

Social Security provides income protection when an employee's earnings either cease or are reduced as a result of retirement, disability, or death. Social Security benefits are based on the employee's salary history up to the maximum Social Security taxable wage base. Each payroll period, payroll deductions made by the employee are matched by the District to provide this benefit. Complete information is available from the Social Security Office.

### Workers' Compensation

Employees who suffer an Injury or illness that is directly related to their employment shall be eligible for Workers Compensation benefits. Employees must file the required accident report form immediately following the job-related accident.

### Defense and Indemnification

The Watertown City School District shall provide for the defense and indemnification of employees covered by this policy for actions or omissions made in the ordinary course of their employment provided there exists no findings of misconduct. Employees requesting assistance under this section are advised to make a written request to the Superintendent of Schools and School Attorney within three (3) business days of their receipt of any summons, complaint, process, notice, demand, or pleading that may require defense and indemnification coverage.

### Travel

Employees covered by this policy will be reimbursed for necessary and reasonable expenses incurred in the performance of District business upon submission of an approved claim form, Mileage will be reimbursed at the rate in cents per mile that is allowed by the IRS.

Travel authorization shall be required in all cases. Travel authorization shall be submitted on the approved form in writing to the Superintendent of Schools as soon as possible.

### District Issued Cellular Phones

The Board of Education recognizes that certain employees covered by this policy as identified by the Superintendent will be required to carry district-owned cell phones (or be provided a monthly cell phone stipend of \$40.00) in order to meet their job responsibilities.

The Board of Education further recognizes that managerial employees who are issued district phones may be required to be accessible on off-duty hours and weekends. In light of this requirement, it is understood that cell phones are for school district business and that private use is authorized within the monthly cost of the existing district rate plan.

Further guidance regarding the District's cell phone policy can be referenced in the Watertown Enlarged City School District Policy Manual Section 8332.

## III. ATTENDANCE AND LEAVE BENEFITS

### Base Work Day/Work Week

Department Heads and Management employees are responsible for performing the duties of their office. The workday is determined by the tasks to be performed. Department Heads and Management employees are considered salaried employees under State and Federal Law and are therefore not eligible for overtime compensation or compensatory time, except as approved by the Superintendent and the Board of Education. The work year for such employees shall be considered to be 260 workdays.

All Management/Confidential employees are required to work the hours and schedule determined by the Department Head with the understanding that such employees normally work an 8-hour work day. Management/Confidential employees are considered hourly employees under State and Federal Law and are eligible to receive overtime compensation for hours worked in excess of forty hours per week subject to budget availability and approval of the Department Head.

All employees covered by this policy are required to submit time and attendance forms in accordance with District policy.

Snow Days

Employees covered by this policy are expected to report to work on snow days unless specifically told not to report as directed by the Superintendent of Schools. If by May 1, two (2) or more snow/emergency days remain, employees covered by this policy shall not be required to report to work on the Friday before the Memorial Day which will be treated as a holiday.

Emergency Management Responsibilities

It shall be the responsibility of all employees covered by this policy to report for duty at times and places designated by the Superintendent of Schools or his/her designee when a natural disaster or emergency has occurred.

Holidays

Employees covered by this policy who, in judgment of the Department Head, can be spared without interfering with the operation of the department, will be allowed time off with pay to observe the following holidays, providing such employee shall have worked the work day immediately preceding such holiday and providing such employee worked the work day immediately following such holiday. These provisions shall not apply if the said holiday falls within the employee's scheduled vacation, or if absence is because of illness. Employees who are required to work on a holiday will receive equal time off in lieu of the holiday.

- New Year's Day
- Martin Luther King Jr. Day
- Presidents' Day
- Good Friday
- Memorial Day
- July Fourth
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day

Vacation

Management/Confidential

Each full time Management/Confidential employee covered by this Agreement whose employment is for twelve months of the year shall be entitled to an annual vacation with pay in accordance with the provisions outlined below:

Less Than One (1) Year	10 days prorated with full allotment available after 30 full days of service
One (1 ) to Six (6) Years	12 Days' Vacation
Seven (7) to Fourteen (14) Years	15 Days' Vacation
Fifteen (15) to Twenty (20) Years	20 Days' Vacation
Over Twenty (20) Years	25 Days' Vacation



It is in the interest of all parties that vacations be distributed throughout the year in a manner that prevents undue hardship upon those remaining employees not on vacation. The employee shall discuss the scheduling of vacations with the Department Head or, in his/her absence, the Superintendent or his/her designee. Employees who are unable to use all of their days within the school year may carry-over up to five (5) days into the succeeding year. Unless approved by the Superintendent of Schools, at no time will an employee carry a balance in excess of 25 days at the commencement of the school year.

Employee has the option to have the District buyout up to seven (7) vacation days to an approved 403(b) account for each year. These funds will be directly deposited into a qualifying 403 (b) plan chosen by the district.

#### Management/Department Heads

Department Heads are entitled to twenty (25) vacation days per school year. The scheduling of vacation shall be discussed with the Superintendent of Schools. Management/Department Heads who are unable to use all of their days within the school year may carry-over up to five (5) days into the succeeding year. Unless approved by the Superintendent of Schools, at no time will an employee carry a balance in excess of 25 days at the commencement of the school year. Employee has the option to have the District buyout up to seven (7) vacation days to an approved 403(b) account for each year. These funds will be directly deposited into a qualifying 403(b) plan chosen by the district.

Employees covered by this agreement who separate from service whether by resignation or retirement, and when at least 30 days' notice is given by such employee of his intended separation from service, any unused vacation credits are to be compensated at the employee's regular rate of pay. In the case of Management Confidential employees, time worked from the last anniversary date will be prorated and additional vacation will be credited if hired on or before 7/1/2019. Those hired after 7/1/2019, who receive their vacation days up front, will be prorated within the year that they separate from the district.

#### Family Illness

All employees covered by this agreement are entitled to seven (7) days per year for illness in the immediate family subject to the following:

or the first year of regular full-time employment, the number of days allowed will be prorated on the basis of one day for each two and one-half (2½) months of anticipated actual employment in that year.

Immediate family is defined as: mother, father, daughter, son, sister, brother, spouse, grandchild, grandparent, or relative living in the same household.

When an employee is absent for three (3) or more consecutive workdays for family illness, the District may request a doctor's statement certifying as to the person who is ill and the nature of the illness. Days allowed for family illness do not accumulate from year to year.

#### Bereavement

All regular employees covered by this agreement are entitled to up to five (5) days of bereavement leave for only the following specified family members: mother, father, daughter,

son, brother, sister, spouse, grandmother, grandfather, grandchild, aunt, uncle, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, and son-in-law or relative living in household.

In cases of relatives other than the above, the employee shall submit for approval to his/her immediate supervisor and the Superintendent of Schools or his/her designee, written justification as to the closeness of the relationship. In these instances, it is understood that there is no requirement to grant five (5) days of leave and that the District will consider other relations on a case-by-case basis. Furthermore, the District reserves the right to limit leave time to the day of the funeral only.

#### Necessary Business Days

All employees covered by this agreement are entitled to three (3) necessary business days per year subject to the following:

Normally a reason or excuse for a necessary business absence is not required, but the employee must give reasonable notice to his/her immediate supervisor or the Superintendent of Schools. Whenever possible, at least forty-eight (48) hours advanced notice for use of a necessary business day will be given.

In the absence of special circumstances to be reported by all employees to his/her immediate supervisor and to the Superintendent, a necessary business day shall not be taken on a day prior to or following a school vacation or holiday.

Necessary business days may accumulate to a maximum of five (5) days.

If at the beginning of the school year the additional three (3) days granted would exceed the five (5) which is the most that may be accumulated, the excess will be credited annually to the sick leave accumulation.

If the employee has accumulated three (3) or more necessary business days, up to three (3) may be used in one school year without a reason or excuse.

#### Sick Leave

All unit members are entitled to twelve (12) sick leave days per year cumulative to a total of 215 days' subject to the following.

For the first year of regular full-time employment, the number of days allotted to an employee will be prorated on the basis of one day for each month of anticipated actual employment in that year.

A doctor's certificate or other proof acceptable to the Superintendent of Schools or the Assistant Superintendent for Personnel may be required for any absence for sickness after five (5) consecutive workdays. Where a pattern of usage can be documented, the District shall take such steps necessary to verify appropriate use of sick leave.

#### Sick Leave Incentive

Beginning July, 2018, members will be given the option to sell back to the District sick leave days at the member's existing daily rate of pay at the time of the sellback. The member can sell back a maximum of (5) sick days a year based on the amount accumulated and the schedule below.

<b>Accumulated Sick Days</b>	<b>Number of Days to Sell Back</b>
12-33	2
34-51	3.5
52-71	4.5
72+	5

**Retirement Increment**

Any employee, working more than four (4) hours per day who retires (as defined by NYS Employees Retirement System) after the completion of ten (10) years of service shall be compensated for each day of accumulated sick leave up to a maximum of 215 days (\$6900) as follows:

\$15/day for the first 100 days

\$30/day for days 101 -150

\$60/day for days 151-215

**Sick Leave Bank**

The District will maintain a Sick Leave Bank for all employees covered by this policy. Employees may enroll in the Sick Leave Bank in September. New employees may enroll when they begin employment with the District.

**Jury Duty**

Upon receipt of proof of the necessity of Jury services or appearance as a witness to subpoena or other order of the court, employees shall be granted leave with pay to provide time as needed for such service. Employees pursuing personal court actions are not subject to this leave.

**Military Leave**

Employees serving as a member of an organized militia or any reserve force or reserve component of the Armed Forces of the United States are entitled to paid leave in accordance with Section 242 of the New York State Military Law.