

Agreement

By and Between the

WAPPINGERS CENTRAL SCHOOL DISTRICT

and the

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000,
AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES, AFL-CIO

for

WAPPINGERS CENTRAL SCHOOL OFFICE UNIT
OF THE DUTCHESS COUNTY EDUCATIONAL LOCAL 867

July 1, 2002 - June 30, 2007

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This AGREEMENT shall be for the period of July 1, 2002 through June 30, 2007 by and between:

The WAPPINGERS CENTRAL SCHOOL DISTRICT, with offices in Wappingers Falls, New York, hereinafter referred to as the "EMPLOYER" or "BOARD"

and

the **CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.**, Local 1000, AFSCME, AFL-CIO, the Union for WAPPINGERS CENTRAL SCHOOL OFFICE UNIT OF THE DUTCHESS COUNTY EDUCATIONAL LOCAL 867, hereinafter referred to as the "UNION."

ARTICLE I
RECOGNITION DUES AND ANNUITY DEDUCTIONS

SECTION 1 - RECOGNITION

The EMPLOYER recognizes the UNION as the sole and exclusive negotiating agent for all office personnel except supervisors for the purpose of collective negotiations and the administration of grievances for the maximum period allowable under the law.

SECTION 2 - DUES DEDUCTION

- A.** The Civil Service Employees Association, Inc., shall have exclusive rights to payroll deductions of dues, P.E.O.P.L.E. contributions, and union sponsored insurance and benefit program premiums as may be authorized by each employee covered by this agreement. Such dues and premiums shall be remitted to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210, on a payroll basis. No other organization shall be accorded any payroll deduction privilege without the express consent and written authorization of the Civil Service Employees Association, Inc.
- B.** The employer agrees to submit to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210, each payroll period, a listing itemizing such deductions of each employee.
- C.** The Union shall certify to the Employer, in writing, the current rate of its membership dues and any insurance premiums.
- D.** Deductions authorized by any employee shall continue until such employee notifies the EMPLOYER of his desire to discontinue or to change such authorization in writing.
- E.** In making deductions pursuant to this Section, the EMPLOYER assumes no responsibility for the amount deducted or whether deductions for a particular employee were authorized. The Union shall hold the EMPLOYER harmless for damage and expenses resulting from these deductions.
- F.** The EMPLOYER shall notify the UNION of any new employee by giving the name, address, title and work location within two (2) weeks of hiring.

- G. Should any employee indicate a change subject to Paragraph D hereof, the EMPLOYER shall indicate such change by an application in triplicate. The EMPLOYER shall forward one (1) copy to the UNION, and one (1) copy to the Treasurer, Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210 and one (1) copy retained for its own record.
- H. The Civil Service Employees Association, Inc., having been recognized or certified as the exclusive representative of employees within the bargaining unit represented by this AGREEMENT, shall have deductions made from the wage or salary of employees of said bargaining unit who are not members of the Civil Service Employees Association, Inc., the amount equivalent to the dues levied by the Civil Service Employees Association. The Employer shall make such deductions on a payroll period basis and transmit the amount so deducted, along with a listing of such employees to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210.
- I. The parties agree that they shall meet for the purpose of discussing the possible implementation of a deduction for a CSEA group insurance premium.

SECTION 3 - ANNUITY DEDUCTIONS

The EMPLOYER agrees to withhold from the salary the necessary contribution required to sustain membership in a tax-sheltered annuity plan for employees participating in the plan selected by the employee and to forward such contribution to a sole agent.

SECTION 4 - INFORMATION

On the effective date of this agreement, the employer shall afford the Union access to current records in order to obtain a list of names, job titles, initial date of employment and work location. Thereafter, the employer will provide names, titles, and work locations of new employees as they are hired and the names of employees who are leaving.

**ARTICLE II
WORK WEEK - WORK DAY**

SECTION 1 - NORMAL WORK SCHEDULE

A. Work Week

The work week shall be Monday through Friday, inclusive, for all employees covered hereunder.

B. Work Day

The work day shall be seven (7) consecutive hours, exclusive of lunch periods, during the regular school year. Time allowed for lunch may be flexible, thirty (30) or forty-five (45) minutes, to be mutually agreed upon between supervisor and employee. In no event will any employee be required to work earlier than 7:00 a.m. or later than 5:00 p.m. **Applications of persons who wish alternate reporting schedules will be addressed on a case by case basis.**

1. Twelve Month Employees: All twelve (12) month employees will work July 1st through June 30th.
2. Ten Month Employees: All ten (10) month employees shall be granted two consecutive months off each year. Ten month employees hired prior to July 1, 1987 will continue to work September 1st through June 30th.
3. Part-Time Employees: A part-time employee shall be defined as an individual who works not more than seventeen and one-half (17 1/2) hours a week exclusive of lunch periods.

SECTION 2 - SNOW DAYS/DELAYED OPENINGS/EARLY DISMISSAL

- A. If there is an announced delay in school openings, the following codes will be used to indicate reporting times for office personnel.

RED District is closed, no one is to report.
ORANGE District Schools closed, CSEA reports with two-hour delay
YELLOW Schools on two-hour delay, CSEA reports with two-hour delay.
GREEN Schools on two-hour delay, CSEA reports on time.

Part-time employees will report at a time agreed to by their supervisor.

- B. When there is early dismissal due to inclement weather, office personnel will be dismissed in accordance with the following procedure:
1. Office personnel who work in offices located in school buildings will be permitted to leave one (1) hour after the final bus departs from the school in which they work.
 2. Office personnel who work at the Ketcham Annex, Hollowbrook and Transportation will be permitted to leave one (1) hour after the buses depart from the final tier runs.
- C. Employees unable to report on snow days due to weather conditions will be entitled to use sick leave accruals.

SECTION 3 - WORK BREAKS

A. Full-time Employees

All full-time employees shall be entitled to one (1) ten minute work break during the morning of each working day, and another ten (10) minute work break during the afternoon of each working day or as otherwise arranged with their immediate supervisor.

B. Part-time Employees

All part-time employees shall be entitled to one (1) ten minute work break during each working day.

ARTICLE III
COMPENSATION

SECTION 1 - PAY PERIOD

- A. Effective July 1, 1999, unit members shall be paid on the fifteenth and the last business day of the month. When the fifteenth falls on a Saturday, Sunday or Holiday, the District shall pay the unit member on the last banking day immediately preceding the Saturday, Sunday or Holiday. Ten month unit members employed by the District as of September 1 will be paid for 21 consecutive pay periods commencing on September 15 and ending on July 15. Twelve month unit members shall be paid in 24 installments.
- B. Each employee shall be provided with a statement of gross earnings and the statement of deductions made for any purpose.
- C. Paychecks and other financial statements shall be sent to individual employees in sealed envelopes.
- D. **Employees may designate their paychecks for direct deposit to an institution of their choice, so long as the institution is on the District's list.**

SECTION 2 - WAGES

A. Full-Time Employees

- 1. All full-time employees shall be paid pursuant to the schedules attached as annexed in Appendix A-1 effective July 1, 2002, Appendix A-2 effective July 1, 2003, Appendix A-3 effective July 1, 2004, and Appendix A-4 effective July 1, 2005, and Appendix A-5 effective July 1, 2006 respectively.
- 2. Wages for full-time ten (10) month employees will be eighty-three and one third (83 1/3) percent of the twelve (12) months salary paid for an equivalent position. Upon employment of the full-time 10 month employee to a full-time 12 month position, full credit for all time served in the full-time 10 month position shall be credited for placement in the full-time 12 month position.

New Employees

All employees new to the unit shall be hired on the first (1st) step of said schedule.

Exception

New employees with prior full-time experience in the position into which they are hired may be advanced beyond Step 1, but no more than Step 3.

Reclassification - Reallocation

Any employee upon receiving a change in classification and grade shall stay on the same numbered Step.

Union Notice

Upon employment, written notification from the Executive Director for Human Resources will be sent to the President of the UNION confirming the appointment, position, and Step of the new employee and/or the employee reclassified and reallocated.

B. Part-Time Employees

1. All part-time employees shall be paid pursuant to the schedules attached hereto as annexed in Appendix B effective July 1, 2002, July 1, 2003, July 1, 2004, July 1, 2005, and July 1, 2006 respectively.

SECTION 3 - LONGEVITY

Twelve month full-time employees shall be entitled to the payment of longevity increments in addition to the normal annual pay at the beginning of fifteen years of service, twenty years of service and twenty-five years of service. Payment shall commence on July 1st following completion of the time requirement and shall be paid in increments of \$415 effective July 1 2002 and July 1 2003, **\$475 effective July 1, 2004, \$525 effective July 1 2005 and \$575 effective July 1 2006.**

Ten month full-time employees shall receive 83 1/3% of the longevity increments received by twelve month full-time employees under the same qualifications.

Part-time employees shall receive longevity increments as indicated in Appendix B.

SECTION 4 - PAY INCREMENTS

For the purpose of computing pay increments, the anniversary date for all full-time employees hired between July 1st and December 31st shall be July 1st and the anniversary date for all employees hired between January 1st and June 30th shall be January 1st (with the exception of anniversary date exceptions allowed per contract prior to July 1, 1984).

The anniversary date for part-time employees hired prior to July 1, 1990 shall be July 1st. Part-time employees hired after July 1, 1990 shall have their anniversary date established in the same manner as full-time employees.

SECTION 5 - OVERTIME

All hours worked in excess of seven (7) hours per day will be paid at the individual hourly rate up to forty (40) hours. All hours worked beyond 8 hours per day or forty (40) per week shall be compensated for at the rate of one and one-half (1½) times the individual hourly rate. For this purpose, an excused day of absence, as herein contractually referred to, shall constitute a day worked. For full-time unit members only, weekends shall be compensated at time and one-half.

SECTION 6 - RESIGNATION AND RE-EMPLOYMENT

A. All Employees

All employees resigning pursuant to a written notice of resignation may be re-employed at the option of the EMPLOYER if such re-employment takes place within one (1) year of the date on which the resignation became effective, in accordance with Civil Service Rules. Any employee so re-employed shall retain seniority, retirement benefits, accumulated sick leave and the regular step on the salary schedule as though employment time remained unbroken from the date of the first hire.

SECTION 7 - IN-SERVICE COURSES/EDUCATIONAL EXPENSES

Employees taking in-service courses approved in advance by the Superintendent or Designee, pursuant to written request on a District approved form, will be granted a \$60 payment for every accumulation of ten hours of substantiated credit, after application for such payment on the District approved form.

Any bargaining unit member, with prior approval of the Superintendent or Designee, may participate and receive tuition reimbursement for classes, conferences, etc., directly related to improving job performance. Reimbursement for tuition will be made upon evidence of successful completion to the District.

All Health Aide/Typists must maintain certification in CPR (all age groups) and First Aid. The cost of renewing CPR and First Aid certificates will be reimbursed by the District upon receipt of renewal card and paid receipt.

SECTION 8 - ADVISORSHIPS

Clerical employees may take an advisorship position. Employees taking clerical work for an advisor during their free time will be paid on a per hour rate to be agreed upon by the employee and their advisor.

SECTION 9 - OUT-OF-TITLE WORK

Unit members shall not be required to perform out-of-title work. This provision shall be grievable through Stage II only.

**ARTICLE IV
HOLIDAYS WITH PAY**

A. Full-Time Employees - Twelve (12) Month

All full-time employees covered hereunder shall be entitled to fifteen (15) paid Holidays during each year of the contract. The Union shall be consulted before the Holiday schedule is put into effect.

B. Full-Time Employees - Ten (10) Month

All ten (10) month employees will be paid for all District Holidays that occur during their ten (10) month working period as per the above Holiday schedule.

C. Part-Time Employees

Part-time employees are paid for hours and days actually worked. However, they shall be paid for two holidays (Christmas and New Year's). If a part-time employee works fifteen hours per week or more on a regularly scheduled basis, the employee will be paid for a third holiday (Thanksgiving). Regular daily salary shall be defined as the total number of hours worked during a full work week divided by five days times hourly rate.

D. June Luncheon

All employees will be released at 12:00 Noon on a day after school closes with June date to be designated each year by the Superintendent of Schools, for the purpose of attending their Annual June Luncheon. Employees who do not wish to attend will work their normal day.

**ARTICLE V
VACATION WITH PAY**

A. Full-Time Twelve (12) Month Employee Vacation Schedule

Vacation time is to be three (3) weeks after one (1) year of employment through the seventh (7th) year of employment and four (4) weeks vacation after seven (7) years of employment through the fifteenth (15th) year of employment and five (5) weeks vacation after fifteen (15) years of employment through the twentieth (20) year of employment; thereafter, each employee shall receive six (6) weeks vacation.

Employees hired on or after July 1, 1987 will receive two (2) weeks vacation time after one (1) year of employment through the seventh (7) year of employment. (The remainder of the vacation schedule for new employees beginning with four (4) weeks, as per above existing paragraph remains same.)

New employees hired on or after July 1, 1994 will receive two (2) weeks vacation time after one (1) year of employment through the seventh (7) year of employment, three (3) weeks vacation after seven (7) years of employment through the fifteenth (15) year of employment, and four (4) weeks of vacation after fifteen (15) years of employment through the twentieth (20) year of employment; thereafter, each employee shall receive five (5) weeks vacation.

New employees hired after July 1 of any school year will receive a pro-rated number of vacation days for the school year in which they are hired. All vacation accruals shall be credited on July 1 of each school year. Full-time employees hired from July 1 through December 31 shall be credited with vacation time on the July 1st preceding each anniversary date. Full-time employees hired from January 1 through June 30 shall be credited with vacation time on the July 1st following each anniversary date.

1. Carryover

After completing five (5) years of employment, an employee shall be entitled to carry over up to one (1) week of vacation time to the school year immediately following.

B. Full-Time Ten (10) Month

Full-time ten month employees shall receive four (4) days vacation per year. However, such employees shall receive five (5) days vacation per year after seven (7) years of full-time service to the District.

C. Part-Time Employees

Part-time employees work scheduled days during the school year and as such are not eligible for vacation with pay except as set forth herein. Part-time 12 month employees shall receive pro-rata vacation after one year of employment.

D. Computation - New Unit Employees and Employees Separated from Employment

1. Computation - New Unit Employees

New employees hired after July 1 will receive a pro-rated number of vacation days.

2. Separation From Employment

Any employee who is separated from employment shall receive a cash payment equal to the employee's daily rate times the number of any accumulated vacation days.

**ARTICLE VI
LEAVE BENEFITS**

SECTION 1 - SICK LEAVE

A. Sick Days

1. Number of Days

All employees covered hereunder shall be entitled to the following sick leave provisions:

- 12 month employees - 12 days
- 10 Month employees - 10 days

2. First Year Employees

Pro-rated sick leave will be granted as earned during the first year of service through June 30th.

3. Sick Leave Accumulation

Sick leave shall accumulate to an unlimited amount. On July 1st of each year, unused sick leave from the prior year will be in addition to that which has already been accumulated.

4. Illness in the Immediate Family

All employees covered hereunder shall be entitled to a maximum of seven **(7) days absence chargeable to sick leave when such absence is incurred** on account of the illness of a member of the employee's family e.g., father, mother, brother, sister, son, daughter, husband, wife, or person with whom the employee is living.

B. Extended Sick Leave - Full-Time Employees (10 Month and 12 Month)

An additional provision to the Sick Leave policy in cases of single sustained illness or accident shall be available to employees who have been employed by the Employer in a full-time capacity for three (3) consecutive years, and is as follows:

a) Approved extended sick leave benefits under this provision will be at full pay.

b) A standing committee composed of two (2) members of the bargaining unit shall review each case with the immediate Supervisor or Building Principal of the staff member concerned and shall make a recommendation to the Superintendent or Designee who shall review the recommendation. Such items as nature of illness, need for medical attention, nature and length of confinement, will be among the guidelines for this committee's consideration of eligibility for coverage.

c) With Superintendent's or Designee Approval

1. If such recommendation in (b) is approved by the Superintendent or Designee, the employee shall use 75% of his/her accumulated sick leave and shall not be charged additional sick leave days for the remainder of that absence covered under the extended sick leave provision subject to conditions stated in #2 below.

2. It will be the right of the Superintendent or Designee to review and approve or deny extended sick leave at the end of eight (8) week intervals.

3. The unused portion of sick leave shall remain intact while covered under the extended sick leave provision.

d) Sustained Illness or Accident Defined

Employees shall not be eligible for consideration under the additional provisions of the sick leave policy until such time as they shall have been absent continuously for thirty (30) work days due to illness or accident.

C. Sick Leave Conversion on Retirement (This clause shall not be applicable to any employee in the unit hired after October 31, 1994.)

Any employee who retires from the District shall be compensated at the rate of two (2) days pay for every five (5) days unused sick leave to one hundred fifty (150) days and three (3) days pay for every five (5) days unused sick leave thereafter at their daily rate of pay at retirement. The number of sick leave days subject to the sick leave conversion shall be capped at the number of days on record as of June 30, 1999. Employees whose accumulation thereafter falls below the number of days on record as of June 30, 1999 may use future sick leave accruals to replenish the number of days subject to the sick leave conversion, up to the number of days on record as of June 30, 1999.

Employees hired on or after July 1, 1987 who retire from the District shall be compensated at the rate of two (2) days pay for every five (5) days unused sick leave to one hundred fifty (150) days and three (3) days pay for every five (5) days unused sick leave at his/her daily rate of pay at retirement, not to exceed a total of two hundred fifty (250) sick days. The above referenced accumulated sick days do not include the first fifty (50) such sick days and shall not exceed a total of two hundred and fifty (250) sick days. The number of sick leave days subject to the sick leave conversion shall be capped at the number of days on record as of June 30, 1999. Employees whose accumulation thereafter falls below the number of days on record as of June 30, 1999 may use future sick leave accruals to replenish the number of days subject to the sick leave conversion, up to the number of days on record as of June 30, 1999.

D. In addition, any employee who uses five or less sick days per school year shall be paid a bonus of \$400 effective with the 2003-2004 school year.

SECTION 2 - PERSONAL LEAVE

All employees covered hereunder shall be entitled to two personal days absence without reason, without loss of compensation or deduction from accumulated vacation credits each year except immediately before or after Holiday(s), unless approved by the immediate supervisor. The employee shall give at least two days' notice of the need for such personal days except in the event of an emergency, the nature of which shall be provided by the employee. A third personal day for emergency reasons shall be requested in writing and may be granted at the discretion of the Superintendent or his designee.

Personal days must be taken in not less than half day increments unless otherwise agreed to in writing by the immediate Supervisor in any given instance.

If personal days without reason are not used, they will be converted to a maximum of two sick days at the conclusion of the school year.

SECTION 3 - JURY DUTY

Bargaining unit members serving on jury duty shall be granted leave for such service in addition to any personal leave granted.

SECTION 4 - BEREAVEMENT LEAVE

- A. All employees shall be entitled to five (5) consecutive days of absence from employment, with pay, commencing with date of death, not chargeable to any other leave, for a death in the family (parents, grandparents, children, grandchildren, brothers, sisters, spouse, and respective in-laws).
- B. Proof of Death - The employer may request the employee to submit proof of death for the purpose of payment under this provision.
- C. In addition, employees shall be entitled to one day for funeral leave for close relatives not otherwise covered.

SECTION 5 - LEAVE OF ABSENCE

In its discretion, the employer may grant leave for any reasons, with or without pay, upon application to and approval by the Superintendent and the Board of Education. Such leaves could be requested for a period of up to one year for such reasons as a prolonged personal or immediate family illness or disability; spouse's temporary transfer of work location. Temporary help would be hired with the understanding that upon the employee's return, the employee would be reinstated in the original title with continuing benefits. Leaves thus granted would not be affected by a contract year.

**ARTICLE VII
INSURANCES AND RETIREMENT**

SECTION 1 - INSURANCES

A. Group Health Insurance Plans

Full-Time Twelve (12) Month Employees and Full-time Ten (10) Month Employees hired prior to November 1, 1994

The employer shall pay 100% of the premium for individual or family coverage under the Dutchess Alternative PPO Plan, CDPHP, or MVP Health Plan, for all full-time 10 and 12 month employees electing to participate in and for any retired employee presently participating in either of said plans. Said coverage shall be for a full twelve (12) month period.

Full-Time Twelve (12) Month Employees and Full-time Ten (10) Month Employees hired on or after November 1, 1994

Each person hired as a full-time employee after October 31, 1994 shall be entitled to his or her choice of the individual or family health insurance plans available through the District for which the District shall contribute an amount not to exceed the cost of the lowest price individual or family plan, as the case may be, including Dutchess Alternative PPO Plan, CDPHP, or MVP Health Plan. Any such person may elect a higher priced plan provided that they pay seven (7%) percent of such higher priced plan. Such coverage shall be for a full twelve (12) month period.

Full-Time Twelve (12) Month Employees and Full-time Ten (10) Month Employees hired on or after May 24, 1999

The District shall pay ninety-three (93%) percent of the cost of the individual or family health insurance plans offered by the District for employees hired after May 24, 1999. The District shall offer Dutchess Alternative PPO Plan, CDPHP, or MVP Health Plan.

Full-Time Twelve (12) Month Employees and Full-time Ten (10) Month Employees hired on or after September 1, 2003

The District shall pay ninety (90%) percent of the cost of individual or family health insurance plans offered for employees hired after September 1, 2003. The District shall offer Dutchess Alternative PPO Plan, CDPHP, or MVP Health Plan.

Part-time Employees

Part-time employees hired on or after July 1, 1987 will not be eligible to participate in the Group Health Insurance Plan referred to in this section.

Retirees

To qualify as a retiree, the employee must have ten years of continuous full-time service (except as set forth in Board grievance decision WF5.860) to the District as a unit member, be at least 55 years of age, retire through the NYSERS or Social Security, be employed by the District at the time of retirement, and be enrolled in a District plan at the time of retirement. Employees who were hired prior to October 31, 1994 who are not eligible to retire through NYSERS or Social Security, but who otherwise meet the criteria of this paragraph, shall also be entitled to health insurance.

Shared Savings Plan

Each employee who can demonstrate proof of alternate coverage shall have the option of applying for the benefits hereunder and shall execute all documents necessary in connection herewith.

Upon approval of the employee's application hereunder, the employee will not be eligible to receive the health insurance benefits provided above **and shall receive, in lieu thereof, the sum of \$1150 per annum if such employee had family or two-person coverage or \$600 per annum if such employee had single coverage.** Half of such sums will be paid in February and June.

An employee having withdrawn pursuant to this clause, may rejoin the plan only upon the repayment to the District of all sums paid to the employee during the then current school year and in accordance with the provisions of the plan.

The purpose and intent of this clause is to enable the District to save money on the cost of health insurance benefits and to enable the employee to share in those cost savings. Where a dispute arises in reference to this clause, it will be resolved in furtherance of such mutual purpose and intent.

Change of Group Health Insurance Plans

The District may change carriers to another plan providing comparable coverage to the Dutchess Educational Health Insurance Consortium "DEHIC") currently in effect. At least ninety (90) days notice shall be given to the Association. In the event of a dispute as to the coverage of the new plan, the dispute shall be submitted to arbitration, provided, however, that such grievance shall be instituted at the Stage IV level. The plan shall not be switched until a decision from the arbitrator has been rendered.

B. Dual Coverage Issue:

1. As of the date of October 31, 1994, no unit employee or retiree may be covered under health insurance coverage provided by the District and also get:

- a) additional health insurance provided by the District, or
- b) a bonus on top of such insurance, provided, however, an employee currently covered by dual family coverage prior to July 1, 1994 **will be entitled to an annual buy-out in the amount of \$1,150.**

2. This clause shall not be interpreted in such a manner as to deprive any employee or retiree, who would have previously been entitled to dual coverage, from receiving any coverage at all.

C. Workers' Compensation

Employees who are injured in the course of their employment and who are entitled to Workers' Compensation shall be compensated in the following manner:

Any payment received as Workers' Compensation benefits for absence for which the employee also receives full sick leave pay will be returned to the employer as long as the employee receives full salary. The employee shall be entitled to retain any Workers' Compensation benefits for any period for which sick leave pay is not paid or payable.

The total amount of Workers' Compensation received by the District in each instance shall be divided by an individual employee's daily wage and the product thereof shall be the number of sick leave days which shall be restored to the employee.

Example: \$30 daily rate. Employee out 10 days.
\$130 Workers' Compensation benefit.
4 1/3 days restored to employee.

D. Welfare Trust Fund

Effective July 1, 2002, an annual contribution of \$650 (\$700 effective July 1, 2003, \$750 effective July 1, 2004, \$800 effective July 1, 2005 and \$850 effective July 1 2006) shall be made by the District on behalf of each full-time and part-time position in the unit, except that no contribution will be made for part-time employees hired after July 1, 1991. The above payments are to be received no later than July 15th of each year.

Where during the school year the number of positions is increased, a pro-rata amount of the above contributions will be paid for each such new position for the balance of the school year.

Where the number of positions is decreased during the school year, a pro-rata credit will be given to the District for such reduced position.

Effective July 1, 1999, the District shall have the right to perform an annual audit of the trust at District expense for expenditures beginning the 1999-2000 school year. Upon request, the union will provide the District with copies of its independent audits for time periods prior to July 1, 1999.

SECTION 2 - RETIREMENT

The benefits of the New York State Employees Retirement System plans set forth in Section 75-i, Article 14, and Article 15 of the Retirement and Social Security Law shall be provided for all eligible employees.

**ARTICLE VIII
EMPLOYEE STATUS AND RIGHTS**

SECTION 1 - JOB OPENINGS

All District-wide openings, temporary or permanent, shall remain posted for a period of not less than five (5) school days prior to officially filling the position. All bargaining unit members shall be eligible to apply.

Seniority, qualifications and prior employment history with the District shall be considerations in filling vacancies, including promotional opportunities.

SECTION 2 - NON-DISCRIMINATION

The Employer and the Union shall administer their obligations under this contract in a manner which will be fair and impartial to all employees and shall not discriminate against any employee by a reason of sex, nationality, race, creed, color or marital status.

SECTION 3 - GRIEVANCE PROCEDURE

A. Definitions

1. The definition of a grievance shall be as follows: A grievance shall mean a complaint by an employee in the bargaining unit, or by a group of employees in the unit or by the Union that there has been a violation of any provision (1) of this Agreement or (2) of any District or administrative policy or rule in regard to an employee, employees or the Union. The decision of the Board of Education shall be final and binding in grievances over the District or administrative policies for an appeal, and only grievances about violations of the agreement shall be submitted to arbitration.
2. The word "day" as used in the ARTICLE shall mean a regular work day.

B. Basic Principles

1. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
2. An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
3. An employee shall have the right to be represented at any stage of the procedures by a person or persons of his own choice.
4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
5. All hearings shall be confidential.
6. It shall be the responsibility of the chief administrator of the District to take such steps as may be necessary to give force and effect to these procedures. Each administrator shall have the responsibility to consider promptly each grievance presented to him and make a determination within the authority delegated to him within the time specified in these procedures.
7. The function of these procedures is to assure equitable and proper treatment under the agreement and existing laws, rules, regulations, and policies which relate to or affect the employee in the performance of his assignment. They are designed to be used for changing such rules or establishing new ones.

C: Procedures:

Time Limitations

No grievance as described herein will be entertained, and such grievance will be deemed waived, unless the grievance is filed within thirty (30) days after the employee knew or should have known of the act or condition on which the grievance is based.

Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.

If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.

Informal Adjustment

Nothing contained herein shall be construed as limiting the right of any appropriate member of the administration and having the grievance informally adjusted without the intervention of the Union. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, such adjustment shall be binding upon the aggrieved party and shall in all respects be final as long as the terms of the adjustment does not violate any terms of this agreement. Said adjustment shall, in no event, however, create a precedent or ruling binding upon either of the parties to this agreement in future proceeding.

Lines of Authority

The employer will notify employees in each building where employed as to the line of authority in the processing of grievances. (Appendix "D")

A grievance shall be processed along the lines of authority attached hereto in the following stages:

- Stage I** - An aggrieved party shall present a grievance to his or her immediate supervisor who shall render a written determination to the aggrieved party within a period of two (2) days.
- Stage II** - Within five (5) days of receipt of the disposition of the grievance at Stage I, the grievant may appeal in writing to the Superintendent of Schools.
- Stage III** - Within fifteen (15) days after the disposition of the grievance at Stage II, the grievant may appeal in writing to the Board of Education.

A meeting of the parties for the purpose of presenting mutual positions shall be held on three (3) days notice at Stage II and Stage III within fifteen (15) days respectively of the receipt of the grievance at those levels. A written decision with supporting reasons shall be rendered to the grievant and the Union in each instance within ten (10) days of such meeting, or the maximum time for holding such if the parties elect not to meet.

Group Grievance

If a grievance affects a group of employees or appears to be associated with system-wide policies, it may be submitted by the Union directly at Stage II described above. Where a grievance arises as a direct result of an action of the Board of Education, the grievance may be submitted directly at Stage III.

Stage IV - Arbitration

- (a) If the aggrieved party is not satisfied with the decision at Stage III, the Union may submit the grievance to arbitration by making a written request for the appointment of an arbitrator, from a list to be jointly established by the parties, within fifteen (15) days of the decision at Stage III.
- (b) The decision of the arbitrator shall be final and binding upon all parties.
- (c) The costs of the services of the arbitrator, including expenses, if any, will be borne equally by both parties.

D. Election of Remedies

Where more than one forum exists for the settlement of a grievance, the employee, at his or her sole option, may choose the forum, but the choice of one forum shall constitute an election of remedies and shall preclude access to the others except to the extent otherwise provided by law.

E. Preparation and Processing Time

The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment. All reasonable effort will be made to avoid interruption of work.

- F. Any employee who would otherwise be entitled to hearing rights under Section 75 and 76 of the New York State Civil Service Law may opt, in lieu thereof, to a hearing under this Article. Service of charges or a notice of suspension upon the employee, whichever comes first, shall have the same effect, for procedural purposes, as an answer to a Stage III grievance. If the employee wishes to elect arbitration in lieu of a Section 75 hearing, the Union may submit an intent to proceed to arbitration pursuant to the procedures set forth in Stage IV provided, however, that a hearing date has been designated by the District. The arbitration notice must be served at least two days prior to said hearing, simultaneously upon the employer and upon the hearing officer. Where the election to proceed to arbitration is made, such election shall be deemed to forfeit the employee's right to proceed to a hearing under Section 75.

SECTION 4 - 10 MONTH AND PART-TIME CREDIT

- A. Any part-time employee employed full-time subsequent to July 1, 1990 shall receive credit for purposes of increments, vacation, and longevity as follows:

One year of service credit for every two steps completed on the Part-time Salary Schedule for part-time employee working 15 or more hours per week.

One-half year of service credit for every two steps completed on the Part-time Salary Schedule for part-time employee working less than 15 hours per week.

- B. Any ten month full-time employee employed as a 12 month full-time employee subsequent to July 1, 1990 shall receive full credit for years of service in the 10 month full-time position for purposes of placement as a 12 month employee for increments, vacation, and longevity.

SECTION 5 - PART-TIME EMPLOYEES

Seniority credit, for the purpose of layoffs, shall be determined from date of hire in current classification excluding approved unpaid leaves of absence.

A seniority list will be established for permanent employees. Any position reinstated will be filled by recalling permanent employees who have been excessed from the position. The call-back list will be maintained for a period of two (2) years.

If an employee contacted as a result of the recall procedure is offered and declines an interview/position, his/her name will move to the bottom of the list for recall. After two declinations, the District will remove his/her name from the recall list.

**ARTICLE IX
SAFETY AND HEALTH MAINTENANCE**

The District and CSEA hereby reaffirm that it is a basic right of all employees to work in an environment that is free from hazards and risks to their safety and health.

The District remains committed to providing safety and health standards for the protection of employees, providing and maintaining safe working conditions, and to initiating and maintaining operating practices that will safeguard employees, in an effort to eliminate the potential of on-the-job injury/illness and resulting Workers' Compensation claims.

The parties will cooperate in the identification and prevention of safety hazards, will work mutually toward their correction, and strive to insure compliance with safety guidelines and standards established on the behalf of employees.

Office personnel at no time will be expected to work alone in a building.

**ARTICLE X
UNION STATUS AND RIGHTS**

SECTION 1 - RIGHT OF REPRESENTATION

- A. The employer recognizes the right of employees to designate representatives of the Union to appear on their behalf to adjust salaries, working conditions, grievances and disputes as to the terms and conditions of this contract and to make reasonable visits to employees during working hours, with the prior approval of the Superintendent or Designee.
- B. Such employee or Union representative shall also be permitted to appear at hearings before the Board of Education upon request of the employee(s).
- C. The present practice of release time for grievance administration by employees shall continue during the lifetime of this agreement.

SECTION 2 - BULLETIN BOARDS

The Union shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the employer.

SECTION 3 - UNION RELEASE TIME

The President of the Unit or stipulated designee shall receive, at the discretion of the Superintendent or Designee, up to and including ten (10) days of Union release time. Additional release time may be granted at the discretion of the Superintendent or Designee.

The Unit President shall direct requests for such time in writing to the Superintendent or Designee at least two weeks in advance.

**ARTICLE XI
CONFORMITY WITH LAW**

SECTION 1 - DECLARATION OF PLEDGE OF NO-STRIKE POLICY

No strike provision - In consideration of the recognition by the employer of the Union as the sole and exclusive bargaining representative of the employees, the Union does hereby affirm a policy that it does not assert the right to strike against the school system nor will it assist in or participate in any such strike by the employees, nor will it impose any obligation on said employees to conduct, assist in or participate in a strike.

SECTION 2 - NO LOCKOUT PROVISION

The employer affirms that it does not assert the right to lockout the Union or any of its employees, nor will it assist in or participate in any such lockout by any of its administrators or supervisors, nor will it impose any obligation on said administrators or supervisors to conduct, assist in or participate in a lockout.

SECTION 3 - SEVERABILITY

If any article or part thereof of this contract or any addition thereof shall be held to be in violation of any federal, state or local law, or if adherence to or enforcement of any article or part thereof shall be restrained by a court of law, the remaining articles of the contract or any addition thereto shall not be affected.

If a determination or decision is made as per above, the parties shall convene immediately for the purpose of negotiating a satisfactory replacement for such article or part thereof.

SECTION 4 - MANDATED PROVISION OF THE LAW

Notice, as provided by Section 204-A of the Civil Service Law as amended.

"IT IS AGREED BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF THE LAW OR TO PROVIDE THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL"

**ARTICLE XII
NO LAYOFFS**

No ten (10) month or (12) month full-time employee employed at the signing of the Memorandum of Agreement on July 23, 1980 - shall be laid off or reduced in hours for the life of the agreement, except for just cause, it being understood that this provision does not guarantee any individual any specific job.

**ARTICLE XIII
UNEMPLOYMENT**

Any employee placed in a no-pay status during Holidays, vacation or semester breaks shall be assured re-employment as of the first day of the resumption of school unless such employee is specifically notified to the contrary not less than two weeks prior to the commencement of any such non-pay period.

The sole purpose of including this language is to satisfy the requirements of Chapter 675 of the Laws of 1977.

**ARTICLE XIV
EVALUATION PROCEDURE**

Employees shall be evaluated in accordance with the procedure attached as Appendix E.

**ARTICLE XV
TERM OF AGREEMENT**

This agreement shall be effective **July 1, 2002** and shall continue in effect through **June 30, 2007** and from year to year thereafter unless reopened as follows:

In the event either party wishes to amend this agreement, notice must be given by **February 1, 2007**.

Negotiations concerning such proposed amendment shall proceed promptly thereafter at a mutually agreed time and place.

Amendment resulting from negotiations shall take effect beginning the following July 1st or at such other time as may be mutually agreeable to both parties.

It is further agreed that copies of said agreement be in the hands of both parties within thirty (30) days following the signing of said agreement by representatives of both parties.

Dated: _____

WAPPINGERS CENTRAL SCHOOL DISTRICT

Superintendent of Schools

WAPPINGERS CENTRAL SCHOOL OFFICE UNIT

President

Regional Director

APPENDIX C
GRIEVANCE PROCEDURE LINES OF AUTHORITY

	STEP 1	STEP 2	STEP 3
PERSONNEL WORKING IN PRINCIPAL'S & ASST. PRINCIPAL'S OFFICE	BUILDING PRINCIPAL	SUPT. OF SCHOOLS OR DESIGNEE	BOARD OF EDUCATION
PERSONNEL WORKING IN GUIDANCE & HEALTH OFFICE	COORDINATOR FOR STUDENT SERVICES	SUPT. OF SCHOOLS OR DESIGNEE	BOARD OF EDUCATION
PERSONNEL WORKING IN OFFICE OF COORDINATOR	APPROPRIATE COORDINATOR	SUPT. OF SCHOOLS OR DESIGNEE	BOARD OF EDUCATION
ALL LIBRARY PERSONNEL	COORDINATOR LIBRARIES AND CENTRAL MEDIA	SUPT. OF SCHOOLS OR DESIGNEE	BOARD OF EDUCATION
BUSINESS OFFICE PERSONNEL	SCHOOL BUSINESS MANAGER	SUPT. OF SCHOOLS OR DESIGNEE	BOARD OF EDUCATION
DATA PROCESSING PERSONNEL	DIRECTOR OF DATA PROCESSING SERVICES	SUPT. OF SCHOOLS OR DESIGNEE	BOARD OF EDUCATION
SCHOOL FACILITIES & OPERATIONS SERVICES PERSONNEL	DIRECTOR OF SCHOOL FACILITIES & OPERATIONS	SUPT. OF SCHOOLS OR DESIGNEE	BOARD OF EDUCATION
TRANSPORTATION PERSONNEL	SUPERVISOR OF TRANSPORTATION	SUPT. OF SCHOOLS OR DESIGNEE	BOARD OF EDUCATION
SCHOOL LUNCH DEPARTMENT PERSONNEL	SCHOOL LUNCH DIRECTOR	SUPT. OF SCHOOLS OR DESIGNEE	BOARD OF EDUCATION
PERSONNEL WORKING IN OFFICES OF ASST. SUPT. OR SUPERINTENDENT	IMMEDIATE SUPERVISOR	SUPT. OF SCHOOLS OR DESIGNEE	BOARD OF EDUCATION

APPENDIX D

CLERICAL STAFF EVALUATION PROCEDURE

1. Clerical staff will only be evaluated by certified or support staff administrators.
2. The evaluation may be completed at any time during the year.
3. The administrator will review the evaluation with the employee within 10 days of its completion.
4. Temporary, provisional and probationary clerical staff will be formally evaluated at least once annually. Probationary staff will be evaluated four weeks prior to the completion of their probationary period, unless the administrator has concerns, in which case a preliminary evaluation should be completed approximately half way through the probationary period.
5. Permanent clerical staff will be formally evaluated at least once biennially.
6. All monitoring or observation of work and performance of clerical staff shall be conducted openly with the full knowledge of the employee. Neither the public address system nor any other similar surveillance device or system shall be used for observation or evaluation purposes without the prior consent of the employee.
7. The evaluation for provisional and probationary clerical staff will indicate one of the following ratings:
 - A. Satisfactory continued performance on a comparable level will, in all likelihood, result in permanent status;
 - B. Doubtful: continued performance on a comparable level may result in a denial of permanent status;
 - C. Unsatisfactory: unless there is a substantially improved performance, permanent status will be denied and immediate dismissal may result.
8. The evaluation for temporary clerical staff will indicate one of the following ratings:
 - A. Satisfactory: work performance meets or exceeds expectations;
 - B. Unsatisfactory: work performance is below acceptable standard.
9. No rating is required for permanent clerical staff.
10. Evaluation forms will be typed by a Senior Typist or a Senior Stenographer, or typed or hand written by the administrator himself/herself.

11. If an evaluation is determined to be unsatisfactory by the administrator, suggestions for improvement will be made, in writing, and a follow-up evaluation will be scheduled.
12. Any employee comments (optional) must be completed on the observation/evaluation form within five school days of the review with the administrator.
13. The evaluation original is to be sent to the Central Office Supervisor of the evaluator (who will forward it to the Personnel Office). A copy will go to the employee and a copy will be retained by the evaluator.

APPENDIX A-5

2006-2007		GRADE 1 Clerk Library Clerk	GRADE 2 Typist A, H/A Typist Data Entry Oper 1	GRADE 3 Typist B Sr Library Clerk	GRADE 4 Steno Account Clerk	GRADE 5 Sr Typist Acct Clerk/Typist	GRADE 6 Sr Steno Sr Account Clerk	GRADE 7 Sr Account Clerk/Typist
STEP 2	12 MO \$ 10 MO	21,923 \$ 18,270	23,272 \$ 19,391	24,114 \$ 20,093	24,955 \$ 20,797	26,233 \$ 21,861	27,093 \$ 22,577	28,443 23,701
STEP 3	12 MO 10 MO	23,019 19,182	24,363 20,300	25,276 21,062	26,191 21,822	27,467 22,889	28,318 23,599	29,666 24,720
STEP 4	12 MO 10 MO	24,175 20,142	25,513 21,261	26,497 22,081	27,480 22,900	28,758 23,964	29,610 24,674	30,954 25,794
STEP 5	12 MO 10 MO	25,378 21,150	26,728 22,273	27,781 23,149	28,832 24,025	30,108 25,089	30,958 25,799	32,304 26,920
STEP 6	12 MO 10 MO	26,647 22,207	27,997 23,330	29,122 24,271	30,250 25,292	31,527 26,271	32,376 26,978	33,728 28,105
STEP 7	12 MO 10 MO	27,974 23,314	29,323 24,435	30,538 25,446	31,748 26,455	33,027 27,522	33,878 28,231	35,222 29,352
STEP 8	12 MO 10 MO	29,381 24,482	30,727 25,606	32,026 26,687	33,325 27,770	34,600 28,832	35,452 29,542	36,796 30,664
STEP 9	12 MO 10 MO	30,844 25,702	32,192 26,825	33,574 27,978	34,958 29,131	36,237 30,195	37,086 30,903	38,438 32,029
STEP 10	12 MO 10 MO	31,614 26,343	32,997 27,496	34,413 28,678	35,833 29,858	37,143 30,951	38,012 31,676	39,400 32,831
STEP 11	12 MO 10 MO	32,405 27,002	33,821 28,183	35,274 29,395	36,729 30,605	38,071 31,724	38,962 32,468	40,384 33,652
STEP 12	12 MO 10 MO	33,215 27678	34,667 28887	36,156 30130	37,646 31,371	39,023 32517	39,937 33280	41,394 34,492

SUBJECT TO ERROR CORRECTION

APPENDIX B

CSEA PART-TIME EMPLOYEE SALARY SCHEDULE

		2002-03	2003-04	2004-05	2005-06	2006-07
STEP	2	8.80	9.15	9.52	9.90	10.29
STEP	3	9.23	9.60	9.99	10.38	10.80
STEP	4	9.79	10.18	10.59	11.01	11.45
STEP	5	10.28	10.69	11.12	11.56	12.02
STEP	6	10.54	10.96	11.40	11.85	12.33
STEP	7	10.81	11.24	11.69	12.15	12.64
STEP	8	11.07	11.52	11.98	12.46	12.96

Any part-time employee assigned to work 15 or more hours per week for any school year will move on step annually.

Any part-time employee assigned to work less than 15 hours per week for any school year will move on step every two years.

Payment shall commence on July 1st following completion of time requirement.

Part-time Longevity Increments:

Beginning of 15 years of service.....25 cents total
Beginning of 20 years of service.....30 cents total
Beginning of 25 years of service.....35 cents total

SUBJECT TO ERROR CORRECTION