

AGREEMENT

By and Between

WAPPINGERS CENTRAL SCHOOL DISTRICT

and the

WAPPINGERS REGISTERED PROFESSIONAL NURSES ASSOCIATION

July 1, 2002 - June 30, 2006

TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE.....	1
ARTICLE 1 RECOGNITION.....	1
ARTICLE 2 WORKING CONDITIONS.....	1
ARTICLE 3 SICK LEAVE POLICY.....	1
ARTICLE 4 GROUP HEALTH INSURANCE.....	2
ARTICLE 5 WORKERS' COMPENSATION PAYMENT.....	4
ARTICLE 6 PAYROLL DEDUCTION.....	4
ARTICLE 7 LONGEVITY INCREMENTS.....	4
ARTICLE 8 PAY PERIODS.....	4
ARTICLE 9 HOURS OF WORK.....	5
ARTICLE 10 BEREAVEMENT LEAVE.....	5
ARTICLE 11 PERSONAL LEAVE.....	5
ARTICLE 12 LEAVE OF ABSENCE.....	6
ARTICLE 13 CONTINUING EDUCATION AND CERTIFICATIONS.....	6
ARTICLE 14 RETIREMENT BENEFITS.....	6
ARTICLE 15 DISTRICT-WIDE COMMITTEE PARTICIPATION.....	6
ARTICLE 16 MEMBER'S FILE.....	7
ARTICLE 17 SALARIES.....	7
ARTICLE 18 WELFARE TRUST FUND.....	8
ARTICLE 19 GRIEVANCE PROCEDURE.....	8
ARTICLE 20 LABOR MANAGEMENT COMMITTEE.....	10
ARTICLE 21 UNION BUSINESS.....	10
ARTICLE 22 SAVINGS CLAUSE.....	10
ARTICLE 23 LEGISLATIVE ACTION.....	10
ARTICLE 24 DURATION OF AGREEMENT.....	10
ARTICLE 25 UNEMPLOYMENT.....	11
ARTICLE 26 NOTIFICATION OF ORGANIZATIONAL CHANGES REQUIRING POSITION ELIMINATION.....	11
ARTICLE 27 MISCELLANEOUS.....	11

PREAMBLE

The Wappingers Central School District ("District"), and the **Wappingers Registered Professional Nurses Association** ("Association") enter into this Agreement to further a harmonious and cooperative relationship between its members, the Administration and the Board of Education.

ARTICLE 1
RECOGNITION

1.1 - The District has recognized the Association as the exclusive bargaining agent for a negotiating unit for all full-time and part-time Registered Professional Nurses.

ARTICLE 2
WORKING CONDITIONS

2.1 - The District will make every reasonable effort to include Association personnel in the consideration of District policy changes which affect the Association or its members.

2.2 - Mileage reimbursement for those who use their own automobile for District business shall be paid at the highest prevailing rate per mile in accordance with District mileage rates and policy.

2.3 - Registered Professional Nurses shall work and be paid at their per diem rate of pay for two additional days in the summer, in order to take care of administrative responsibilities associated with the closing and opening of schools. Registered Professional Nurses in the junior high schools shall work and be paid for an additional third day to meet immunization requirements caused by a change in the New York State law.

ARTICLE 3
SICK LEAVE POLICY

3.1 - **SICK LEAVE**

A. All unit members employed on or before March 31, 1995, shall receive twelve (12) sick days per year. All unit members newly employed after March 31, 1995, shall receive one (1) sick leave day credit for each month of employment.

B. Sick leave shall accumulate without limit. On July 1st of each year, unused sick leave from the prior year will be added to that which has already been accumulated.

C. A Doctor's certificate may be required in the event of illness. It is not the intent of this clause to require a Doctor's certificate in the event of each and every illness in the unit. It is the intent of this clause to enable the District to monitor sick leave and to prevent the abuse of the sick leave policy by individuals. Where an individual feels the District is abusing this right, he or she shall have the right to grieve.

D. Five days may be taken from sick leave for family illness.

3.2 - EXTENDED SICK LEAVE

Additional sick leave in cases of single sustained illness or accident shall be available to employees who have been employed by the District for three (3) consecutive years, subject to the following conditions:

A. Grant of Days

In order to provide a reservoir of days to cover subsequent short term illness, a standing committee composed of two members designated by the Association shall review each case with the immediate Supervisor 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, and nature and length of confinement, will be among the guidelines for this committee's consideration of eligibility for coverage.

B. With Superintendent's or Designee's Approval

1. If such recommendation in (A) 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 act upon requests to extend sick leave at the end of each or any eight (8) week interval.

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

C. 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 30 calendar days due to illness or accident.

3.3 - SICK LEAVE CONVERSION

A. Any employee who was first employed prior to February 10, 1986, upon retirement or separation from the District, shall be compensated, or his/her next of kin (upon death) compensated, at the rate of 40 percent of accumulated sick leave up to 150 days and 60 percent over 150 days, at the daily rate in effect on June 30, 1998.

B. Any employee first hired by the District on February 10, 1986 or thereafter, shall not be entitled to sick leave conversion upon retirement or separation. However any employee hired from within the District can vest his/her accumulated sick leave at 40 percent of accumulated sick leave of up to 150 days and 60 percent over 150 days, at the daily rate in effect on June 30, 1998, and be entitled to a deferred sick leave conversion upon retirement or separation from the School District.

ARTICLE 4

GROUP HEALTH INSURANCE

4.1 - The employer shall pay 100% of individual or family coverage under the Dutchess BOCES Health Insurance Plan or HMO, for employees, full-time or hourly, hired before April 1, 1995, who elect to participate in either of said plans. Each person hired as a full-time unit employee after March 31, 1995,

shall be eligible for individual or family plan health insurance under the DEHIC "A" plan or the District HMO plans, for which the District shall contribute an amount not to exceed the cost of the lowest priced respective plan. Each person hired as an hourly employee after March 31, 1995, shall be eligible for individual or family plan health insurance under the DEHIC "A" plan or the District HMO plans, for which the District shall contribute an amount not to exceed the cost of the lowest priced respective individual plan.

Effective July 1, 1999, the employer shall pay 95% of the premium for individual or family coverage under the Dutchess BOCES Health Insurance Consortium PPO Plan, CDPHP Plan, or MVP Health Plan, for all full-time employees and for hourly employees hired before April 1, 1995, who elect to participate in any of said plans. Hourly employees hired after March 31, 1995 who are regularly employed for at least 25 hours per week shall be eligible for individual or family plan health insurance under the DEHIC PPO Plan, CDPHP Plan, or MVP Health Plan, for which the District shall contribute an amount not to exceed 95% of the cost of the premium of the respective individual plan. The District reserves the right to substitute a new insurance plan. Such plan or plans shall include provision for continuation of benefits into retirement at the same percentage of District contribution in effect as of the date of such retirement.

Effective July 1, 2003, the Dutchess Educational Health Insurance Consortium (DEHIC) Alternate PPO will replace the current DEHIC PPO plan.

To qualify as a retiree, the individual must have previously retired from the District while covered by a unit Collective Bargaining Agreement which was in effect prior to July 1, 1993, or the employee must:

1. have ten years of continuous full-time or hourly (25 hours per week or more) service to the District;
2. be 55 years of age or older;
3. be retiring under the current unit contract through the New York State Employees Retirement System or Social Security;
4. be employed full-time or hourly (25 hours per week or more) by the District at the time of retirement.

4.2 - Any current employee or new employee who can demonstrate proof of alternate coverage, shall have the option of withdrawing from or waiving such plan and shall complete any and all documents necessary to effect such withdrawal or waiver. In the event of such withdrawal or waiver, the employee will not be eligible to receive the health insurance benefits provided by Section 4.1 and shall receive, in lieu thereof, the sum of \$1,000 per annum if such employee had or was eligible for family or two-person coverage, or \$500 per annum if such employee had or was eligible for single coverage. Such sums will be paid in February and June. An employee having withdrawn or waived pursuant to this section, may rejoin the plan only upon repayment to the District of all sums paid to the employee during the then current school year.

4.3 - As of March 31, 1995, no unit employee or retiree may be covered under more than one family and/or individual health insurance plan provided by the District. However, employees currently covered by dual family coverage (prior to April 1, 1995) shall receive an annual buy-out in the amount of \$2,500.

ARTICLE 5
WORKERS' COMPENSATION PAYMENT

5.1 - Employees who are injured at school in the course of their employment and thus entitled to Workers' Compensation payments, 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 District so long as the employee receives full salary. The employee shall be entitled to retain any Workers' Compensation benefits for any period of time for which sick leave pay is not paid or payable.

5.2 - No sick leave shall be charged for the amounts of compensation returned to the District.

ARTICLE 6
PAYROLL DEDUCTION

6.1 - The District 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.

ARTICLE 7
LONGEVITY INCREMENTS

7.1 - At the completion of 10 years of service, 15 years of service, 20 years of service, and 25 years of service, employees shall be entitled to the payment of annual longevity increments in addition to basic annual pay. Payment shall commence on July 1 of each school year and shall be paid in increments of \$618 in 2002-03, \$637 in 2003-04, \$656 in 2004-05, and \$677 in 2005-06.

ARTICLE 8
PAY PERIODS

8.1 - Registered Professional Nurses shall be paid on the fifteenth and the last business day of the month. Registered Professional Nurses shall have the option of electing to be paid in 24 installments, in which case they shall be paid in full on June 30. When the regular payday falls on a Saturday, Sunday or holiday, the employer shall pay the member on the last banking day immediately preceding the Saturday, Sunday or holiday. For purposes of this Article, "holiday" refers to days on which the entire bargaining unit is not scheduled to work.

8.2 - Each employee shall be provided with a statement of gross earnings and the statement of deductions made for any purpose.

8.3 - Paychecks or other financial statements shall be sent to employees in sealed envelopes.

ARTICLE 9
HOURS OF WORK

9.1 - Length of Work Day

The regular work day for unit employees shall correspond to the hours of work of a teacher's work day in the building to which a unit employee is assigned.

Unit employees who work beyond one-half hour after the end of the regular work day, as defined in 9.1, to provide continued nursing care to a student or employee, will be paid at their hourly rate for all the time worked beyond the end of the regular work day, including the first half hour.

When there is a delayed opening, unit employees shall work the teachers' schedule. When there is an early dismissal, employees may leave after the students have departed, unless needed for emergencies.

9.2 - Length of Work Year

The length of the work year and the number of days worked, except as otherwise provided for in this Agreement, shall be the same as they are for teachers.

ARTICLE 10
BEREAVEMENT LEAVE

10.1 - Immediate Family

All members shall be entitled to five consecutive work days absence from employment with pay commencing not later than the day of the funeral, not chargeable to any other leave for each death in the family, i.e., parents, grandparents, children, grandchildren, brothers, sisters, spouse, and immediate in-laws.

10.2 - Other Than Immediate Family

All members shall be entitled to one work day per year of absence from employment with pay, not chargeable to any other leave, for funerals of close relatives other than stated above.

10.3 - Proof of Death

The employer may request the member to submit proof of death for the purpose of payment under this Article.

ARTICLE 11
PERSONAL LEAVE

11.1 - All employees covered hereunder shall be entitled to two personal days absence without reason, without loss of compensation or deduction from any other paid leave credits each year, except immediately before or after a holiday or recess, 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 granted at the discretion of the Superintendent or his designee.

11.2 - Any unused personal leave days shall be accrued as additional sick leave days.

ARTICLE 12
LEAVE OF ABSENCE

12.1 - In its discretion, the District may grant leave for any reason, 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, child rearing, spouse's temporary transfer of work location, or pregnancy. Temporary help would be hired with the understanding that upon the employee's return, he/she would be reinstated in his/her original position with continuing benefits. Leaves thus granted would not be affected by a contract year. Refusal of request for leave is non-grievable. The foregoing shall be applied in accordance with existing federal and state law pertaining to family leave, but in no event shall this section be applied or construed to give lesser benefits than those available under federal or state law.

ARTICLE 13
CONTINUING EDUCATION AND CERTIFICATIONS

13.1 - Any member, upon prior recommendation by his/her supervisor and approval of the Superintendent of Schools or Designee, may participate in classes, conferences, or special training when such instruction will benefit the District. Reimbursement for tuition costs and other appropriate costs up to a maximum of \$500 shall be made by the District upon evidence of successful completion of a course of study.

13.2 - First Aid certification is required for the initial employment of Registered Professional Nurses or may be waived at the discretion of the District.

13.3 - CPR certification consisting of one-man or two-man rescue on adults, children and infants, is required for continuing employment for all Registered Professional Nurses. Registered Professional Nurses may apply for tuition reimbursement in accordance with Article 13.1 which shall include CPR certification courses, provided however, that prior recommendation and approval shall not be necessary for CPR certification courses.

13.4 - The Association recognizes that a part of nursing responsibilities is that nurses maintain their defibrillator certification. The District agrees to continue to pay for the training to maintain such certification. Reimbursement will be made in accordance with Article 13.1

ARTICLE 14
RETIREMENT BENEFITS

14.1 - The District will continue to participate in, and to make contributions to the New York State Employees' Retirement System on behalf of all eligible employees toward the "Non-Contributory Plan (Section 75-I)."

ARTICLE 15
DISTRICT-WIDE COMMITTEE PARTICIPATION

15.1 - When District-wide committees are formed, sponsored by the Board of Education, the Association shall be considered along with other groups for committee membership. When appropriate, the Association shall have representation on the committee. Appropriateness shall be determined by the Board of Education.

ARTICLE 16
MEMBER'S FILE

16.1 - No memorandum, note, materials, statements, evaluation or report relating to a member's service, character, conduct or personality, shall be placed in an employee's file unless the employee is given an opportunity to read the material. The employee shall acknowledge, in writing, that he/she has read such note, materials, statements, evaluation or report and may append any statement he/she may wish to make. Such acknowledgment or statement, if any, shall become a part of the employee's file. The signing of a report by an employee, if it contains material derogatory to his/her conduct, service, character or personality, shall in no way indicate agreement with the contents of the report.

16.2 - Only the Superintendent of School's file for the member shall be used in a disciplinary proceeding and any memorandum, material or notes contained in the file shall not be used as official records in a disciplinary proceeding or official hearing or trial, except as such material has been reviewed by the member as described in Paragraph 1 of this Article.

16.3 - An employee shall have the right to examine the Superintendent of School's file relating to him or her at reasonable intervals upon request to the Superintendent of Schools or his designee within five working days after the request and in his presence. An employee's personnel file shall not be opened to public inspection except as required by law.

ARTICLE 17
SALARIES/CLASSIFICATION

17.1 - For the purpose of computing pay increments, the anniversary date for all employees hired between July 1 and December 31 shall be July 1 and the anniversary date for all employees hired between January 1 and June 30 shall be January 1. Employees hired prior to April 2, 1997 shall have an anniversary date of July 1.

17.2 - Registered Professional Nurses are to attend all staff meetings and will be compensated at their hourly rate for the meetings indicated below held after work hours.

- a) Open House - Once a year
- b) Grade Level Night - Elementary only
- c) Kindergarten Orientation - Elementary only
- d) Human Growth & Development - Maximum of three per year

17.3 - Registered Professional Nurses' pay for chaperoning, riding buses, and all other activities assigned by the administration, shall be paid at the following rates: \$10 per hour to a maximum of \$80 per day.

17.4 - Part-time Registered Professional Nurses positions will include only the following, and on a prorated basis: salary, sick leave, bereavement leave, personal leave, and inservice benefits.

17.5 - The following amounts shall be added to the prior year's salary for the 2002-03 school year:

Registered Professional Nurse Full-time	\$3000
Registered Professional Nurse Part-time	\$1500

The following amounts shall be added to the prior year's salary for the 2003-04 through 2005-06 school years:

Registered Professional Nurse Full-time \$2000

The salary adjustment shall be prorated for part-time employees.

Additionally, in each year of the contract, the salary of each nurse shall be increased by an additional 3% over and above the salary adjustment. The 3% increase shall be applied after the salary adjustment is made.

Employees, exclusive of retirees, who left the District prior to the date of this memorandum, shall receive no retroactivity. Payment of salary increases for all other employees shall be retroactive to July 1, 2002.

Newly hired unit members shall be paid no lower than \$20,000 in 2002-03 and 2003-04, no lower than \$23,000 in 2004-05, and no lower than \$24,000 in 2005-06.

17.6 - During the life of this contract, the Nurse-in-Charge shall receive an additional \$1,310 per annum stipend.

17.7 - Inservice

An employee shall receive a one-time payment of \$50 upon the completion of each ten (10) hours of approved inservice instruction.

ARTICLE 18

WELFARE TRUST FUND

18.1 - The Association shall establish a Welfare Trust Fund, administered by the Association, with trustees elected by the membership of the Association. The trustees shall determine the benefits and/or insurances to be purchased.

18.2 - The District shall make one payment by October 1 in the amount of \$800 for each full-time and hourly unit position. (Part-time positions are excluded.)

18.3 - Financial records of the Welfare Trust Fund shall be made available to the District for periodic audit.

18.4 - The Welfare Trust Fund shall be used to purchase insurance, for example, dental insurance, life insurance, optical insurance, drug insurance, disability insurance, income protection insurance, legal services insurance or combinations thereof.

ARTICLE 19

GRIEVANCE PROCEDURE

19.1 - A grievance shall mean a complaint by an employee, group of employees or by the Association that there has been a violation of a specific item or condition of this Agreement or any District or administrative policy or rule.

19.2 - A grievance shall be processed in the following stages:

Stage I - The aggrieved party shall present the grievance in writing within 30 days of the act or omission giving rise to the grievance.

Stage II - Within 10 days after the disposition of the grievance at Stage I, the grievant may appeal in writing to the Superintendent of Schools or his designee.

Stage III - Within 15 days after the disposition of the grievance at Stage II, the grievant may appeal in writing to the Board of Education.

Stage IV - Within 15 days after the disposition of the grievance at Stage III, the Union may submit the grievance to arbitration by making a written request to the panel member, next in order, listed below. The decision of the arbitrator shall be final and binding upon all parties. The costs of the services of the arbitrator, including expenses, if any, will be borne equally by both parties.

1. Daniel Collins
2. Howard Edelman
3. Herbert Haber
4. Jeffrey Selcheck
5. Carol Wittenberg

The parties shall jointly develop a new panel of arbitrators. The current panel will remain in effect until agreement is reached on a new panel.

A meeting of the parties for the purpose of presenting mutual positions shall be held at Stage I, Stage II, and/or Stage III within not less than three days of a request for such meeting and within not more than 10 days after receipt of such request. A written decision with supporting reasons shall be rendered to the grievant and the Association in each instance within 10 days of such meeting.

19.3 - A member shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.

19.4 - A member shall have the right to be represented in each stage of the procedure by a person or persons of his/her choice who are also members of the Association.

19.5 - All meetings shall be confidential.

19.6 - Where a grievance arises as a direct result of an action of the Board of Education, a grievance may be submitted directly at Stage III.

19.7 - Nothing contained herein shall be construed as limiting the right of any member having a grievance to discuss the matter informally with any appropriate District designated member of the administration and having the grievance informally adjusted without the intervention of the Association. 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. Said adjustment shall, in no event, however, create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.

19.8 - 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.

19.9 - 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.

19.10- The Board of Education and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications, and records concerning the alleged grievances.

19.11 - Use of the word "days" in this Article shall mean regular work days.

ARTICLE 20
LABOR MANAGEMENT COMMITTEE

20.1 - A Labor Management Committee shall be established comprising of an equal number of District and Union representatives for the purpose of discussing concerns of either party. The meeting shall take place during non-working hours. The meetings shall take place monthly, if requested by either party, and an agenda shall be provided one week prior to the scheduled meeting by the party requesting the meeting.

ARTICLE 21
UNION BUSINESS

21.1 - The Association may utilize the District's copier for the purpose of union business, provided that that the Association provides the necessary paper for the copying and prior arrangements are made with the District's Assistant Superintendent for Human Resources or designee.

ARTICLE 22
SAVINGS CLAUSE

22.1 - If any provision or term of this Agreement is, or shall at any future date be declared contrary to law, then such provision to the extent it is illegal and unenforceable, shall not be performed or enforced.

ARTICLE 23
LEGISLATIVE ACTION

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

ARTICLE 24
DURATION OF AGREEMENT

24.1 - This Agreement shall be effective July 1, 2002 and shall continue in effect until June 30, 2006. Any modifications and amendments hereto shall be in writing and shall be subject to ratification by the respective parties.

24.2 - The parties agree to commence meetings to reach a new agreement at a reasonable period of time prior to 120 days before the close of the fiscal year which is concurrent with the final year of this Agreement.

24.3 - No rights or benefits except those specifically set forth and enumerated herein shall be construed out of or implied from this Agreement. Prior individual contractual agreements not specifically addressed shall not be covered by this contract.

24.4 - The parties acknowledge the full opportunity to deal with any and all matters in the collective bargaining process and agree that all matters shall be foreclosed from negotiations until the period for reopening as set forth unless the parties mutually agree otherwise.

ARTICLE 25
UNEMPLOYMENT

25.1 - Any employee placed in a non-pay status during holidays, vacations, or semester breaks, shall be assured re-employment as of the first day of 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.

ARTICLE 26
NOTIFICATION OF ORGANIZATIONAL CHANGES
REQUIRING POSITION ELIMINATION

26.1 - Employees will be notified, in writing, of organizational changes requiring position elimination at least six months prior to the date on which those changes become effective.

ARTICLE 27
MISCELLANEOUS

27.1 Where the term "days" appears in the Agreement, work days are intended.

The Wappingers Central School District and the Wappingers Registered Professional Nurses Association have ratified the above Agreement and such ratification is verified by the signatures appearing below.

Dated:

PRESIDENT: WRPNA ASSOCIATION

SUPERINTENDENT OF SCHOOLS