# COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE BOARD OF EDUCATION OF THE

WAPPINGERS CENTRAL SCHOOL DISTRICT

AND THE

WAPPINGERS CENTRAL SCHOOL DISTRICT OFFICE UNIT CSEA, LOCAL 1000 AFSCME, AFL-CIO

July 1, 2022 Through June 30, 2027



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This AGREEMENT shall be for the period of July 1, 2022 through June 30, 2027 by and between the Wappingers Central School District, hereinafter "the District" and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, the Union for the Wappingers Central School District Office Unit of the Dutchess County Educational Local 867, hereinafter "the Union."

# ARTICLE 1 RECOGNITION, DUES, AND ANNUITY DEDUCTIONS

## SECTION 1: RECOGNITION

The District recognizes the Union as the sole and exclusive negotiating agent for all office personnel except supervisors and Confidential office staff 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 unit member covered by this agreement. Such dues and premiums shall be remitted to the Civil Service Employees Association, Inc., Box 7125, Capital Station, Albany, NY, 12224, 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 District agrees to submit to the Civil Service Employees Association, Inc., each payroll period, a listing itemizing such deductions of each unit member.
- C. The Union shall certify to the District, in writing, the current rate of its membership dues and any insurance premiums.
- D. Deductions authorized by any unit member shall continue until such unit member notifies the District of his/her desire to discontinue or to change such authorization in writing.
- E. In making deductions pursuant to this Section, the District assumes no responsibility for the amount deducted or whether deductions for a particular unit member were authorized. The Union shall hold the District harmless for damage and expenses resulting from these deductions.
- F. The District shall notify the Union of any new unit member by giving the name, address, title, and work location within two (2) weeks of hiring.
- G. Should any unit member indicate a change subject to Paragraph D hereof, the District shall indicate such change by an application in triplicate. The District shall forward one copy to the Union and one copy to the Treasurer, Civil Service Employees Association, Inc. and retain one copy 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 members 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 District shall make such deductions on a payroll period basis and transmit the amount so deducted, along with a listing of such unit members to the Civil Service Employees Association, Inc.
- 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

A. The District agrees to withhold from the salary the necessary contribution required to sustain membership in a tax-sheltered annuity plan for unit members participating in the plan selected by the unit member and to forward such contribution to a sole agent.

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#### SECTION 4: INFORMATION

On the effective date of this Agreement, the District 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 District will provide names, titles, and work locations of new unit members as they are hired and the names of unit members who are leaving.

**SECTION 5: IRS CODE 125 PLAN** 

The District will offer Association members the opportunity to participate in a full IRS Code 125 Plan.

## ARTICLE 2 WORK WEEK - WORK DAY

SECTION 1: NORMAL WORK SCHEDULE

#### A. Work Week

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

Part-time unit members: A part-time unit member 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.

## 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 unit member. In no event will any unit member 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.

#### C. Work Year

12-month unit members: All 12-month unit members will work July 1st through June 30th.

10-month unit members: All 10-month unit members shall be granted two consecutive months off each year. 10-month unit members hired prior to July 1, 1987 will continue to work September 1st through June 30th.

## SECTION 2: INCLEMENT WEATHER

A. The following designations will be applicable to unit members, will be incorporated into the District emergency codes used by the Superintendent or his/her designee, and will be used when communicating school closings or delays due to inclement weather. The Union recognizes that the intent of these designations is not to automatically give unit members time off on days that school is closed or delayed due to inclement weather but to give unit members additional time when needed to safely report to work when weather and/or road conditions are such that unit members need additional time to safely report.

- Code 0 or Code 1: School closed: Offices are closed. Unit members do not report to work
- Code 2: School closed: Offices are open. Unit members report to work as weather and/or road conditions permit. Those who, due to weather and/or road conditions, are unable to report or who must report later than two hours from their regular starting times will be entitled to use sick leave, if such leave is available.
- Code 3: School closed: Offices are open. Unit members report to work on time.
- Code 4: School delayed: Unit members report to work as weather and/or road conditions permit but no later than two hours from their regular starting times.
- Code 5: School delayed: Unit members report to work on time

B. When there is early dismissal due to inclement weather, unit members will be dismissed in accordance with the following procedure:

Unit members who work in offices located in school buildings will be permitted to leave one hour after the final bus

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departs from the school in which they work.

Unit members who work at the Ketcham Annex, District Office, and Transportation will be permitted to leave one hour after the buses depart from the final tier runs.

## SECTION 3: WORK BREAKS

- A. All full-time unit members shall be entitled to one ten-minute work break during the morning of each working day and another ten-minute work break during the afternoon of each working day or as otherwise arranged with their immediate supervisor.
- B. All part-time unit members shall be entitled to one ten-minute work break during each working day.

# ARTICLE 3 COMPENSATION

### SECTION 1: PAY PERIOD

- A. Unit members shall be paid on the fifteenth of each month, or on the last business day preceding the fifteenth when the fifteenth is not a business day, and on the last business day of each month. 12-month unit members shall be paid in 24 installments beginning July 15th or on the last business day preceding the July 15th when July 15th is not a business day. 10-month unit members shall be paid in 20 or 24 installments, as each may elect, beginning September 15<sup>th</sup> or on the last business day preceding September 15<sup>th</sup> when September 15<sup>th</sup> is not a business day, and ending on June 30<sup>th</sup>, or on the last business day preceding June 30<sup>th</sup> when June 30<sup>th</sup> is not a business day. Changes in such election for the coming school year must be submitted in writing to the Business Office no later than August 15.
- B. Each unit member 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 unit members in sealed envelopes.
- D. 100% direct deposit of the paycheck of each unit member, to the financial institution of the unit member's choice, shall be required.

#### **SECTION 2: WAGES**

A. Effective July 1, 2022, the salary schedules shall be increased by 2.75%. Effective July 1, 2022, step 12 shall become a permanent step for all members of the unit as of July 1, 2022. For the 2022-2023 school year, unit members on Step 11 for more than one year shall be eligible to move to step 12.

Effective July 1, 2023, the salary schedules shall be increased by 2.25%. After the across the board wage increase is applied, step 12 shall be increased by \$500.00.

Effective July 1, 2024, the salary schedules shall be increased by 2.25%. After the across the board wage increase is applied, step 12 shall be increased by \$500.00.

Effective July 1, 2025, the salary schedules shall be increased by 2.75%.

Effective July 1, 2026, the salary schedules shall be increased by 2.75%.

## B. Full-time Unit Members

- 1. All full-time unit members shall be paid pursuant to the schedules attached and annexed in Appendix A.
- 2. Salaries for full-time 10-month unit members will be 83 1/3 percent of the 12-month salaries paid for an equivalent position. Upon employment of a full-time 10-month unit member 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

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position.

- 3. All unit members new to the unit shall be hired on the first step of said schedule, except new unit members with prior full-time experience in the position into which they are hired may be advanced beyond the first step but no higher than the third step.
- 4. Reclassification/Reallocation: Any unit member, upon receiving a change in classification and grade, shall stay on the same numbered step.

#### 5. Union Notice

Upon employment, written notification from the Director of Human Resources will be sent to the President of the Union confirming the appointment, position, and step of the new unit member and/or the unit member reclassified and reallocated.

- C. Part-time Unit members
- 1. All part-time unit members shall be paid pursuant to the schedules attached hereto as annexed in Appendix B.

## **SECTION 3: LONGEVITY**

- A. 12-month full-time unit members 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 \$907. Effective July 1, 2023, longevities shall increase to \$957. Effective July 1, 2024, longevities shall increase to \$1,007. Effective July 1, 2025, longevities shall increase to \$1,057. Effective July 1, 2026, longevities shall increase to \$1,107.
- B. 10-month full-time unit members shall receive 83 1/3% of the longevity increments received by 12-month full-time unit members under the same qualifications.
- C. Part-time unit members shall receive longevity increments as indicated in Appendix B.

#### **SECTION 4: PAY INCREMENTS**

- A. For the purpose of computing pay increments, the anniversary date for all full-time unit members hired between July 1st and December 31st shall be July 1st and the anniversary date for all unit members hired between January 1st and June 30th shall be January 1st (with the exception of anniversary date exceptions allowed per Agreement prior to July 1, 1984).
- B. Part-time unit members shall have their anniversary date established in the same manner as full-time unit members.

#### **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) hours 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

All unit members resigning pursuant to a written notice of resignation may be re-employed at the option of the District 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 unit member 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.

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## SECTION 7: IN-SERVICE COURSES/ EDUCATIONAL EXPENSES

- A. Unit members taking in-service courses approved in advance by the Superintendent or his/her 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 a District-approved form.
- B. Any bargaining unit member, with prior approval of the Superintendent or his/her 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.
- C. All Health Aide/Typists must maintain certification in CPR (all age groups) and First Aid. The District shall provide CPR & First Aid training to Health Aide Typists. A Health Aide Typist who attends such training offered by any other provider shall be responsible for the cost.

## SECTION 8: ADVISORSHIPS

Unit members may take an advisorship position. Unit members performing clerical work for an advisor during their free time will be paid on a per hour rate to be agreed upon by the unit member and the 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.

## SECTION 10: CROSS TRAINING OF NEW MEMBERS OR PROMOTED UNIT MEMBERS

Any member who is assigned by the District to cross-train a new unit member or a unit member promoted to a new position, shall receive \$20.00 per hour for up to fourteen (14) hours of cross-training for that unit member. The Superintendent of Schools or her/his designee may approve up to an additional seven (7) hours on a case by case basis.

### SECTION 11: SUMMER WORK

Ten-month unit members who work the additional summer hours allotted by the District to specific offices during the summer shall be paid their regular hourly rate of pay for the hours worked.

## ARTICLE 4 HOLIDAYS WITH PAY

- A. All full-time 12-month unit members covered hereunder shall be entitled to fifteen (15) paid Holidays during each year of the Agreement. The Union shall be consulted before the Holiday schedule is put into effect.
- B. All 10-month unit members will be paid for all District Holidays that occur during their 10-month working period as per the above Holiday schedule.
- C. Part-time unit members 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 unit member works fifteen hours per week or more on a regularly scheduled basis, the unit member 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 the hourly rate.

#### D. June Luncheon

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

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## ARTICLE 5 LEAVE BENEFITS

#### SECTION 1: VACATION WITH PAY

- A. Vacation Schedule Full-time 12-month Unit Members
- 1. Full-time 12-month unit members shall receive vacation days as follows:

Unit members hired 07/01/87 through 06/30/94:

At the end of the 1<sup>st</sup> year through the end of the 6<sup>th</sup> year of employment: 10 days At the end of the 7<sup>th</sup> year through the end of the 14<sup>th</sup> year of employment: 20 days

At the end of the 15th year of employment through the end of the 19th year of employment: 25 days

At the end of the 20th year of employment and thereafter: 30 days

#### Unit members hired 07/01/94 and after:

After one year of service: 10 days
After seven years of service: 15 days
After fifteen years of service: 20 days
After sixteen years of service: 21 days
After seventeen years of service: 22 days
After eighteen years of service: 23 days
After nineteen years of service: 25 days

- 2. A full-time 12-month unit member shall be entitled to carry over up to ten vacation days to the school year immediately following.
- B. Vacation Schedule Full-time 10-month Unit Members

Full-time 10-month unit members shall receive vacation days as follows:

After one year of service: 5 days After four years of service: 6 days After seven years of service: 10 days

## C. Part-time Unit Members

Part-time 10-month unit members work scheduled days during the school year and as such are not eligible for vacation with pay. Part-time 12-month unit members shall receive pro-rata vacation according to the schedules set forth in Section A above.

## D. Computation of Vacation Days

- 1. Full-time 12-month unit members: All vacation days shall be credited on July 1 of each school year. For the purpose of crediting vacation time, the service date of full-time unit members hired from July 1 through December 31 shall be the preceding July 1<sup>st</sup> and the service date of full-time unit members hired from January 1 through June 30 shall be the following July 1<sup>st</sup>.
- 2. New employees hired after July 1 shall receive a prorated number of vacation days.
- 3. Any unit member who is separated from employment shall be paid for accumulated unused vacation days at the unit member's daily rate of pay as long as the employee provides a minimum notice to the District of at least 30 calendar days in the event of resignation or retirement. A full-time 12-month unit member shall receive payment for no more than five days carried over from the previous school year. In an emergency and at the discretion of the Superintendent of Schools or his/her designee, the notice requirement may be waived. To receive credit for a given month, the employee must be employed for at least half the working days in that month.

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### E. Vacation Requests

All vacation requests must be approved in advance by the employee's Supervisor. Vacation requests may be denied based on the needs of the building or department. Any vacation request denied by the employee's Supervisor may be appealed to the Superintendent of Schools or his/her designee, whose decision shall be final and not subject to the grievance procedure.

SECTION 2: SICK LEAVE

### A. Sick Days

1. All unit members shall be credited with sick days on July 1st of each year as follows:

12-month unit members: 14 days 10-month unit members: 12 days

- 2. Pro-rated sick days will be granted to first-year unit members as earned during the first year of service through June 30th. To receive credit for a given month, the employee must be employed for at least half the working days in that month.
- 3. Unused sick leave from the prior year will be carried over on July 1st of each year. Sick leave shall accumulate to an unlimited amount.
- 4. Illness in the Immediate Family

For absences incurred on the account of the illness of a member of the unit member's family, e.g., father, mother, brother, sister, son, daughter, husband, wife, or person with whom the unit member is living, the maximum number of days a unit member shall be entitled to use shall be the annual allotment of sick days for the unit member for that year.

5. 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 sick leave by individuals. When a unit member feels the District is abusing this clause, he/she shall have the right to grieve.

Sick leave benefits may be used by unit members only when unable to work due to personal illness or illness of an immediate family member as defined above or due to necessary medical appointments. Use of sick leave benefits for any other purpose shall constitute an abuse of leave benefits.

B. Extended Sick Leave - Full-time 10-month and 12-month Unit Members

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

- 1. Approved extended sick leave benefits under this provision will be at full pay.
- 2. 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 unit member concerned and shall make a recommendation to the Superintendent or his/her 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.
- 3. If such recommendation is approved by the Superintendent or his/her designee, the unit member shall first be required to exhaust all of his/her accumulated sick and personal leave.
- 4. It will be the right of the Superintendent or his/her Designee to review and approve or deny extended sick leave at the end of eight-week intervals.
- 5. Sustained Illness or Accident Defined: Unit members 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 Bonus

Any unit member who uses five or less sick days per school year shall be paid a bonus of \$400. In order to be eligible for the sick leave bonus a twelve month employee must have been hired prior to July 15<sup>th</sup> of that school year, and a ten month employee must have been hired prior to September 15<sup>th</sup> of that school year. In the event a ten month employee is hired as a twelve month employee between the period of July 16<sup>th</sup> and August 31<sup>st</sup>, he/she will receive the sick leave bonus provided he/she uses five or fewer sick leave days during that school year. A unit member that donates one or more sick leave days to another co-worker shall not have those days count as used sick leave days for purposes of the sick leave bonus.

#### **SECTION 3: PERSONAL LEAVE**

All unit members 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 unit member 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 unit member. A third personal day for emergency reasons shall be requested in writing and may be granted at the discretion of the Superintendent or his/her 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 4: JURY DUTY**

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

#### **SECTION 5: BEREAVEMENT LEAVE**

All unit members shall be entitled to five (5) days of absence from employment, with pay, not chargeable to any other leave, for a death in the immediate family (parents, grandparents, children, grandchildren, brothers, sisters, spouse, and respective in-laws). Such days shall be consecutive and shall commence with the date of death unless the Superintendent of Schools or his/her designee agree that religious and/or family circumstances otherwise dictate that such days not be consecutive and/or not commence with the date of death. Unit members shall be entitled to one (1) day for the death of close relatives not otherwise covered. The District may request the unit member to submit proof of death for the purpose of payment under this provision.

### SECTION 6: LEAVES OF ABSENCE

In its discretion, the District 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, or a spouse's temporary transfer of work location. Temporary help would be hired with the understanding that upon the unit member's return, the unit member would be reinstated in the original title with continuing benefits. Leaves thus granted would not be affected by a contract year.

# ARTICLE 6 HEALTH INSURANCE AND WELFARE TRUST FUND

#### SECTION 1: HEALTH INSURANCE

A. The District shall pay the following percentages of contribution toward the premium for individual or family coverage under the DEHIC Healthy Advantage Plan or DEHIC EPO 20 Plan and those shall be the only plan options.

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## Effective July 1, 2020:

- Full-time unit members hired prior to 11/1/94: 93%
- Full-time unit members hired 11/1/94 through 5/23/99: 91% of the cost of the lowest-priced individual or family plan or 89% of the cost of a higher-priced plan
- Full-time unit members hired 5/24/99 through 8/31/03: 89%.
- Full-time unit members hired 9/1/03 through 3/18/13: 86%.
- Full-time unit members hired after 3/19/13 through 6/30/18: 85%
- Full-time unit members hired on or after July 1, 2018: 84%

## Effective July 1, 2025:

- Full-time unit members hired 11/1/94 through 5/23/99: 91% of the cost of the lowest-priced individual or family plan or 89% of the cost of a higher-priced plan
- Full-time unit members hired 5/24/99 through 8/31/03: 88%.
- Full-time unit members hired 9/1/03 through 6/30/18: 85%
- Full-time unit members hired on or after July 1, 2018: 84%

## Effective July 1, 2026:

- Full-time unit members hired 11/1/94 through 5/23/99: 89%
- Full-time unit members hired 5/24/99 through 8/31/03: 87%.
- Full-time unit members hired on or after 9/1/03: 84%

Upon retirement, the District shall contribute the premium contribution percentage in effect at the time of retirement.

- B. Part-time unit members hired on or after July 1, 1987 will not be eligible to participate in the Group Health Insurance Plan referred to in this section.
- C. To qualify as a retiree, a unit member hired on or before May 6, 2018 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, and be employed by the District at the time of retirement. Unit members 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.

In order for a unit member hired on or after May 7, 2018 to qualify as a retiree, the unit member must have fifteen (15) years of continuous full-time service (except as set forth in board grievance decision WFW.860) to the District as a unit member, be at least 55 years of age, retire through the NYSERS or Social Security, and be employed by the District at the time of retirement.

## D. Health Insurance Shared Savings Plan

Any unit member 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 unit member's application hereunder, the unit member 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 unit member had family or two-person coverage or \$600 per annum if such unit member had single coverage. Half of such sums will be paid in February and half in June.

A unit member having withdrawn pursuant to this clause may rejoin the plan only upon the repayment to the District of all sums paid to the unit member 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 unit member 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.

## E. 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 Union. 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.

### F. Dual Coverage

As of the date October 31, 1994, no unit member or retiree may be covered under health insurance coverage provided by the District and also get additional health insurance provided by the District. Any unit member otherwise entitled to dual family coverage will be entitled to an annual buy-out in the amount of \$1,150.

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

#### SECTION 2: WELFARE TRUST FUND

A. The District shall contribute toward a welfare fund for full-time unit members represented by the Union. The fund shall be administered by the Union, or by another District bargaining unit designated by the Union, in accordance with federal and state laws governing the administration of welfare funds.

Annual contributions of \$1,675 shall be made by the District, and received by the Union no later than November 1st each school year, for each full-time position in the unit:

- B. 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.
- C. 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.

# ARTICLE 7 WORKERS' COMPENSATION

Unit members 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 absences for which the unit member also receives full sick leave pay will be returned to the District as long as the unit member receives full salary. The unit member 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 unit member's daily rate of pay and the product thereof shall be the number of sick leave days which shall be restored to the unit member.

Example: \$30 daily rate. Unit member out 10 days.

\$130 Workers' Compensation benefit.

4 1/3 days restored to unit member.

## ARTICLE 8 UNIT MEMBER 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. The Office of Human Resources shall inform supervisors of this requirement. Hiring supervisors will provide a candidate with substantive reasons to support their recommendations to hire



another candidate.

## SECTION 2: NON-DISCRIMINATION

The District and the Union shall administer their obligations under this Agreement in a manner which will be fair and impartial to all unit members and shall not discriminate against any unit member 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 a unit member, or by a group of unit members, 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 a unit member, unit members, 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 this 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. A unit member shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination, or reprisal.
- 3. A unit member shall have the right to be represented at any stage of the procedures by a person or persons of his/her 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/her and make a determination within the authority delegated to him/her within the time specified in these procedures.
- 7. The function of these procedures is to assure equitable and proper treatment under this agreement and existing laws, rules, regulations, and policies that relate to or affect a unit member in the performance of his/her assignment and are designed to be used for changing such rules or establishing new ones.

## C. Procedures:

#### 1. 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 unit member 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.

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### 2. Informal Adjustment

Nothing contained herein shall be construed as limiting the right of any appropriate member of the administration to have 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 do 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 proceedings.

### 3. Stages

The District shall notify unit members as to the line of authority in the processing of grievances. A grievance shall be processed along the lines of authority attached hereto as Appendix C in the following stages:

Stage I: An aggrieved party shall present a grievance to his/her immediate supervisor who shall render a written determination to the aggrieved party within a period of five (5) 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 within ten (10) days of the maximum time for holding such meeting if the parties elect not to meet.

If a grievance affects a group of unit members 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

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. 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.

## D. Election of Remedies

Where more than one forum exists for the settlement of a grievance, the unit member, 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 unit member 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 unit member, whichever comes first, shall have the same effect, for procedural purposes, as an answer to a Stage III grievance. If the unit member 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 District and upon the hearing officer. Where the election to proceed to arbitration is made, such election shall be deemed to forfeit the unit member's right to proceed to a

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hearing under Section 75.

## SECTION 4: PART-TIME AND 10-MONTH CREDIT

A. Any part-time unit member 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 unit members 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 unit members working less than 15 hours per week.

B. Any 10-month full-time unit member employed as a 12-month full-time unit member 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 unit member for increments, vacation, and longevity.

## SECTION 5 – SENIORITY CREDIT FOR PART-TIME UNIT MEMBERS

Seniority credit, for the purpose of layoffs, shall be determined from date of hire in current classification excluding approved unpaid leaves of absence. The term 'classification' shall mean employees' civil service classification (i.e., competitive, non-competitive, or labor) and, as a result, all non-competitive part-time positions in the bargaining unit, including part-time account clerk, part-time health aide/typist, part-time library clerk, and part-time typist, shall be grouped together for the purpose of determining seniority credit for layoffs. For a part-time employee to displace a less senior part-time employee, he/she must meet the minimum qualifications for the position.

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

If a unit member 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 9 SAFETY AND HEALTH MAINTENANCE

The District and the Union hereby reaffirm that it is a basic right of all unit members 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 unit members, to providing and maintaining safe working conditions, and to initiating and maintaining operating practices that will safeguard unit members 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 unit members.

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

## ARTICLE 10 UNION STATUS AND RIGHTS

## SECTION 1: RIGHT OF REPRESENTATION

The District recognizes the right of unit members 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 Agreement and to make reasonable visits to unit members during working hours, with the prior approval of the Superintendent or his/her Designee.

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Such unit members or Union representatives shall also be permitted to appear at hearings before the Board of Education upon request of the unit members.

The present practice of release time for grievance administration by unit members 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 District.

#### SECTION 3: UNION RELEASE TIME

The President of the bargaining unit or stipulated designee shall receive, at the discretion of the Superintendent or his/her 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 his/her Designee.

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

## ARTICLE 11 CONFORMITY WITH LAW

## SECTION 1: DECLARATION OF PLEDGE OF NO-STRIKE POLICY

In consideration of the recognition by the District of the Union as the sole and exclusive bargaining representative of the unit members, 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 unit members, nor will it impose any obligation on said unit members to conduct, assist in, or participate in a strike.

## SECTION 2: NO-LOCKOUT PROVISION

The District affirms that it does not assert the right to lockout the Union or any of its unit members, nor will the District assist in or participate in any such lockout by any of its administrators or supervisors, nor will the District 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 Agreement 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 Agreement 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 12 WORK ATTIRE

Unit members are considered representatives of the District. As such, each unit member is expected to dress appropriately for his/her assigned office/work location. However, it is understood that specific duties or events may at times warrant casual attire.

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## ARTICLE 13 UNEMPLOYMENT

Any unit member placed in a no-pay status during Holidays, vacation, or semester breaks shall be assured reemployment as of the first day of the resumption of school unless such unit member 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 14 EVALUATION PROCEDURE

Unit members shall be evaluated in accordance with the procedure attached as Appendix D.

## ARTICLE 15 TERM OF AGREEMENT

This agreement shall be effective July 1, 2022 and shall continue in effect through June 30, 2027 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, 2027.

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.

WAPPINGERS CENTRAL SCHOOL DISTRICT
Superintendent of Schools

WAPPINGERS CENTRAL SCHOOL DISTRICT OFFICE UNIT

President

Labor Relations Specialist

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-23 Office	2022-23 Office Unit Salary Schedule	chedule	Increase =	2.75%									
	Account				Senior								
	Clerk	Account	Health Aide	Library	Account							_	
	Typist	Clerk	Typist	Clerk	Clerk	Senior	Senior		Tvpist		Typist B		
Step	10-month	Typist	10-month	10-month	Typist	Stenographer	Typist	Stenographer	10-month	Typist	10-month	Tvoist B	Coto
Ŧ	31,738	38,088	28,156	26,526	41,300	39,338	38.088	36.234	28.156	33.790	29 176	35.042	5
2	33,234	39,881	29,479	27,850	43,074	41,116	39,881		29.479	35.375	30 580	20,00	
3	34,793	41,755	30,866	29,244	44,944	42.991	41.755		30 866	37.042	32,000	20,033	
4	36,425	43,713	32.339		46.901		43712	41 864	32 230	20,00	200,000	20,473	
ч	20 1 45	AE 777			2000		21.0		05,000	20,003	510,55	40,337	
2		40,77		247,26	48,969	47,006	45,777	43,922	33,874	40,652	35.232	42.283	
9		47,953	35,479	33,851	51,141	49,190	47,953		35.479	42 575	26 047	AA 220	
7	41,862	50,236	37,177	35,545	53.428		50 236		27 177	44 642	20,740	200,44	
00	43,840	52,612	38,947	37,315	55.811		52 612	50 75G	38 047	AE 740	000.00	40,300	
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2					58,633	56,571	55,276	53,328	40,921	49,105	42.676	51 214	
-			41,943	40,187	60,100	986'29	56,657	54.660	41.943	50 334	43 744	52 ADE	
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				The second second second									
	Account				Senior					-			
	Clerk	Account	Health Aide	Library	Account								
		Clerk	Typist	Clerk	Clerk	Senior	Senior		Transfer		1		
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2	25 570	400 04		20,417	240,44		40,778	38,885	30,142	36.171	31 268	37 F2E	
,	00,00	45,034		29,902	45,955	43,958	42.694	40.794	31 560	27 975	20.00	01,020	
4	37,245	44,697	33,067	31.401	47.956		AA 607	2000	000,10	010,10	32,787	39,339	
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ري	9 45,950	55,142		39 110	58 402		33,730			47,792	41,534	49.845	
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42				160,14	61,452	59,291	57,932			E4 487	000,00	32,300	
	20,010	218,83	44,542	42,719	63,386	61.189	59 812		AA EAD	104.10	44,720	53,677	

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2024-25 Office	2024-25 Office Unit Salary Schedule	hedule	Increase =	4.00%									
	Account				Senior								
	Clerk	Account	Health Aide	Library	Account								
	Typist	Clerk	Typist	Clerk	Clerk	Senior	Senior		Typist		Typiet		
Step	10-month	Typist	10-month	10-month	Typist	Stenographer	Typist	Stenographer	10-month	Tvoist	10-month	Tyniet	20
F	33,750	40,503	29,942	28,208	43,918	41.832	40.503	38 534	20 042	35 022	34 025	Coc 20	5
2	35,341	42,409	31,348	29.616	45,805	43 723	42 400	40,440	24 240	37,5302	01,020	37,432	
3	36,999	44.402	32 822	34 098	47 703	AF 746	74 400	20,00	040,10	010,10	92,319	39,026	
P	38 735	AR ABE	000 70	200,00	200	01-101	704,402	074'75	37,024	38,390	34,092	40,913	
	20100	204.04		32,037	43,074	47,797	46,485		34,390	41,269	35,744	42.895	
C	40,564	48,679		34,286	52,074	49,987	48.679		36 024	43 230	27 /66	44 000	
9	42,494	50,993	37,728	35,998	54.384	52.309	50 993	00000	27 720	AE 27A	004,10	200,44	
7	44,516	53.421		37 799	46 845	EA 727	ES 454		021,120	+17,54	33,269	47,150	
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	2000	040,00		100'60	005'6C	097'/6	55,948		41,416	49,704	43,195	51.839	
מ	901,14	57,348	42,453	40,674	60,832	58.688	57.348		A7 A52	50.040	777 77	1000	
10	48,981	58,781	43,516	41.688	62.350	60 15g	58 784	56 700	A2 E40	00,040	44,211	53,134	
11	50,206	60.249		42 735	63 910	64 662	00,00		43,010	92,278	45,381	54,461	
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	2	20170		076'55	00,421	64,137	62,704	60,550	46,824	55.880	48 766	58 242	

6 Office	2025-26 Office Unit Salary Schedule	chedule	Increase =	4.00%									
	Account				Senior								
	Clerk	Account	Health Aide	Library	Account								
	Typist		Typist		Clerk	Senior	Senior		Trains				
Step	10-month	Typist	10-month	9	Typist	Stenon	Typict	Changanahar	Jeige -		l ypist B		
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1 0	00,100	co1.44			47,637	45,472	44,105	42,058	32,602	39 123	33 920	2000	
2	38,479	46,178		32,342	49.705	47 545	46 178	44 403	204 40	2000	020,020	40,007	
4	40,284	48,344			51 860		01-01	44,143	34,133	40,966	35,456	42,550	
IC)	42.187	50 628			01,003		48,344	46,296	35,766	42,920	37,174	44.611	
4	14 104	50,00			24, 137		50,626	48,574	37,462	44.959	38 965	AR 765	
1	# The state of th	55,033		37,438	56,559	54,401	53.033	50.981	39 237	A7 00E	40000	20,105	1
,	762,04	55,558	41,115	39,311	59.088		AR EEO	000	107,00	2000	40,001	49,036	
80	48,484	58,186	43.073	41 268	61 724	02,00	00,00	80c'cc	41,115	49,339	42,854	51,426	
Ø:	49,700	59.642		42 304	121,10		28,186	56,133	43,073	51,692	44,923	53.913	
10	50.940	61 132		42.001	202,60		59,642	57,540	44,151	52,986	46.048	55 259	
11	K2 24A	62 EEO			64,844		61,132	28,977	45,257	54.307	47 196	58 620	
		02,038			66,466	64,130	62,659	60.451	46.386	55 867	40.270	60000	
2	04,610	65,212	48,697	46,725	820'69	66.702	65.212		48 607	E0 44E	10,010	760,86	



APPENDIX A-5	ń												
2026-27 Office	2026-27 Office Unit Salary Schedule	chedule	Increase =	4.00%									
	Account				Senior								
	Clerk	Account	Account Health Aide	Library	Account								
	Typist	Clerk	Typist	Clerk	Clerk	Senior	Senior		Tvnist		Typics		
Step	ę	Typist	ę	10-month	Typist	Stenographer	Typist	Stenographer	10-month	Tvoist	10-month	Typict	Ü
	36,504	43,808	32,386	30,509	47,502	45,245	43.808	1	32.386	38 864	33 557	07C 01	date
2	38,225	45,869	33,906	32,033	49,542	47.291	45.869		33 906	40 688	35 473	40,210	
E	3 40,018	48,025	35,500	33,636	51,693	49,447	48.025		35.500	42 605	36 874	42,210	7
4	41,895	50,278	37,197	35,322	53,944		50.278		37 107	44 627	20,07	707'55	
47)	5 43,874	52,651	38,960	37.083	56.323		52 651		080 95	A6 757	100,00	40,393	4
	6 45,962	55,154		38.936	58.821		55 154		40.000	10,101	40,324	48,632	S.
	7 48,149			40.883	61 452		57 790		40,000	40,300	42,495	50,997	9
	8 50.423				54 103		27,700		42,750	51,313	44,568	53,483	7
	9 51.688				65 796		00000		44,790	53,760	46,720	- 020'99	80
-	10 52.978				87 438		02,020		116.04	55,105	47,890	57,469	6
	11 54.303				60 125		03,377		47,067	56,479	49,084	58,905	10
•	12 56 70/				74.04		201,00		48,241	57,894	50,313	60,379	1
				46,034	1,841	69,370	67,820	0 65,491	50.645	60.440	52 7AR	A20 C2	



## APPENDIX B OFFICE UNIT PART-TIME SALARY SCHEDULE

STEP	2.75% 2022-23	2.25% 2023-24	4.00% 2024-25	4.00% 2025-26	4.00% 2026-27
4	14.93	15.27	15.88	16.52	17.18
1	15.69	16.04	16.68	17.35	18.04
2	16.64	17.01	17.69	18.40	19.14
3		17.85	18.56	19.30	20.07
4	17.46	18.28	19.01	19.77	20.56
5	17.88		19.53	20.31	21.12
6	18.36	18.77			21.64
7	18.82	19.24	20.01	20.81	
В	19.10	19.53	20.31	21.12	21.96

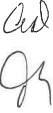
## Part-time Step Movement:

A part-time unit member assigned to work 15 or more hours per week for any school year will move on step annually. A part-time unit member assigned to work less than 15 hours per week for any school year will move on step every two years.

## Part-time Longevity Increments:

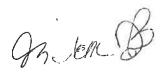
Beginning of 15 years of service: 25 cents total Beginning of 20 years of service: 30 cents total Beginning of 25 years of service: 35 cents total

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



# APPENDIX C GREIVANCE PROCEDURE LINES OF AUTHORITY

STAGE ONE	
Unit members assigned to	O dimeter
Assistant Coordinator's offices	Coordinator
Assistant Principal's offices	Principal  A in the Company of the C
Assistant Superintendent's offices	Assistant Superintendent
Business Office	School Business Manager
Coordinator's offices	Coordinator
Director's offices	Director Characterists
Facilities & Operations Office	Director of Facilities & Operations
Guidance offices	Principal  Assistant Director of Special Education - Nurse Facilitator  Assistant Director of Special Education - Nurse Facilitator
Health offices	Assistant Director of Special Education 1985
Libraries	Coordinator for English, ESL, Library Systems & Social Studies
Principal's offices	Principal
Purchasing Office	Purchasing Agent
School Lunch Office	School Lunch Director
Superintendent's Office	Superintendent of Schools
Technology Support Services Office	Superintendent of Schools  Assistant Superintendent for Compliance and Information Systems
Technology Support Borvices	Supervisor of Transportation
Transportation Office	
STAGE TWO	Superintendent of Schools or Designee
All unit members	Superimendent of Schools of Douglass
STAGE THREE	1 - 1 CT location
All unit members	Board of Education



# APPENDIX D WAPPINGERS CENTRAL SCHOOL DISTRICT OFFICE UNIT EVALUATION PROCEDURE

- 1. Office Unit 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 unit member within 10 days of its completion.
- 4. Temporary, provisional, and probationary unit members will be formally evaluated at least once annually. Probationary unit members will be evaluated four weeks prior to the completion of the probationary period, unless the administrator has concerns, in which case a preliminary evaluation should be completed approximately halfway through the probationary period.
- 5. Permanent unit members will be formally evaluated at least once biennially.
- 6. All monitoring or observation of work and performance of unit members shall be conducted openly with the full knowledge of the unit member. 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 unit member.
- 7. The evaluation for provisional and probationary unit members will indicate one of the following ratings:

Satisfactory: Continued performance on a comparable level will, in all likelihood, result in permanent status.

Doubtful: Continued performance on a comparable level may result in a denial of permanent status.

Unsatisfactory: Unless there is a substantially improved performance, permanent status will be denied and immediate dismissal may result.

8. The evaluation for temporary unit members will indicate one of the following ratings:

Satisfactory: Work performance meets or exceeds expectations;

Unsatisfactory: Work performance is below acceptable standard.

- 9. No rating is required for permanent unit members.
- 10. Evaluation forms will be typed by a Senior Typist or a Senior Stenographer or typed or handwritten 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 unit member comments (optional) must be completed on the 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 the evaluation to the Office of Human Resources. A copy will go to the unit member and a copy will be retained by the evaluator.

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