



COLLECTIVE BARGAINING AGREEMENT
Wappingers Federation of
Transit, Custodial and Maintenance Workers
and the
Wappingers Central School District
July 1, 2022 – June 30, 2027

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ARTICLE 1 - RECOGNITION

The Board of Education of the Wappingers Central School District, hereinafter known as the "Employer" or the "District," consistent with its policy and the policy of the State of New York, in furthering a more harmonious and cooperative relationship between its employees, administrators, and the members of the Board of Education, which will enhance the educational program of the Wappingers Central School District, and with the intent of providing an orderly means of settlement of differences, promptly and fairly, as they arise; and to assure equitable treatment of its employees herein, pursuant to the laws of the State of New York, and the rules, regulations, and policies of the Employer, which laws, rules, and regulations and policies shall be construed liberally for the accomplishment of this purpose, has recognized the Wappingers Federation of Transit, Custodial & Maintenance Workers, hereinafter known as the "Union", as the sole and exclusive bargaining representative of the employees employed in the classifications listed below with regard to rates of pay, wages, hours of employment, and other terms and conditions of employment as are negotiated between the parties; provided, however, that nothing herein shall be construed to prevent any employee from meeting with the Employer in connection with matters relating to his employment as long as (1) the Union is informed of such meeting; (2) if the employee is a Union member, the Union shall be afforded the opportunity to attend; (3) if the employee is not a Union member, the Union shall be afforded an opportunity to attend only if the employee so desires; (4) any changes or modifications in the terms or conditions of employment of said employee are made only through negotiations with and approval by the Union:

A. Classifications

1. Automotive Mechanic (Days/Nights)
2. Automotive Mechanic Helper (Days/Nights)
3. Bus Driver Full-Time (12 months)
4. Bus Driver Full-Time (10 months; 1st/2nd shifts; 195 days)*
5. Bus Driver Hourly (25/30 hours/week; 10 months; 195 days)*
6. Bus Driver Hourly -Class C (25/30 hours/week; 10 months; 195 days) *
7. Bus Driver - Class C (10 months;195 days)*
8. Custodian (1st/2nd/3rd/4th shifts)
9. Custodian-in-Charge (3rd shift; Secondary & Large Elementary)
10. Groundskeeper
11. Head Custodian
12. Maintenance Carpenter (1st/2nd shifts)
13. Maintenance Electrician (1st/2nd shifts)
14. Maintenance Mechanic (1st/2nd shifts)
15. Maintenance Plumber (1st/2nd shifts)
16. School Courier
17. School Courier (10 months; 195 days)*
18. School Security Officers (25/30 hours/week; 10 months; 195 days)*

* Effective 7/01/2023, the number of paid days for 10-month employees will increase to 196 days.

B. Full-Time and Hourly

The above job classifications shall be considered full-time or hourly as follows:

Full-Time - 1, 2, 3, 4, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18

Hourly: 5 and 6

ARTICLE 2 - UNION SECURITY

A. Check-off of Dues

The Employer agrees to deduct from the salary of all regular employees who are Union members covered by this Agreement, the initiation fees, dues or assessments, and VOTE/COPE contributions and agrees to remit same to said Union, prior to the end of each month for which such deductions are made. Written authorization by the employee is to be furnished in the form approved by the Employer.

B. Release Time

The Employer recognizes the right of the Union President or his/her designee to engage in the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.
2. The collection of dues when authorized by appropriate Union officials.
3. The transmission of such messages and information, which shall originate with and are authorized by the Union or its officers, provided such messages and information:
 - a) have been reduced to writing, or
 - b) if not reduced to writing, are of a routine nature and do not involve a refusal to perform work assignments.
4. The Employer recognizes these limitations upon the authority of the President or representative and shall not hold the Union liable for any unauthorized acts.
5. The seniority granted to the President shall exceed the seniority of all persons within the bargaining unit for all contractual purposes, including work assignments and overtime, providing the President is qualified to perform such work. If the President's job is abolished, the District will reassign the President to a job for which he/she is qualified, while maintaining shift assignment, salary, and benefits.
6. No representative shall be engaged in Union business during the time when he/she is assigned to work.
7. The Union President or his/her designee will work a maximum of 56.25% of his/her regular weekly assignment as release time to be on a schedule mutually agreed to by the District and the Union President, provided, however, that one (1) hour per day of the President's release time may be assigned to the Vice-President for Grievances at the President's discretion for any given school year, and provided further that such release time does not result in a loss of work time beyond the one hour of release time, and provided further that it does not require the reassignment of all or a portion of a bus run.
8. Ten days per year of release time shall be granted, upon request of the Union President and with the approval of the Superintendent of Schools or his/her designee subject to the reasonable needs of the District, to union officials for the purpose of conducting union business, including attendance at conferences.
9. Time off for Union activities beyond those indicated above shall be given at the sole discretion of the Superintendent of Schools or his/her designee.



ARTICLE 3 - SENIORITY

A. Applicability

Seniority shall prevail in that the Employer recognizes seniority for layoffs, recalls, and overtime.

When filling vacancies, the District shall consider qualifications, seniority, and prior employment history (including, but not limited to, prior counseling/discipline within the last five (5) years). Such decision shall only be subject to the grievance procedure up to Stage III.”

Seniority shall also be limited by the restrictions stated in Article 10.

B. Determination of Seniority

Seniority shall be determined in accordance with total District service within the bargaining unit excluding part-time service, with the exception of continuous service which began with part-time employment prior to 11/5/1983. If the seniority date is equal, the lowest of the last four numbers of the employee's social security number shall determine seniority. However, for employees hired on or after 11/15/1983, where the applicable date of hire is equal and there is previous part-time service prior to and continuous with the hourly/full-time service, the part-time service would be used to break the tie.

Effective 7/1/1986, temporary, provisional, or probationary hourly or full-time service shall not count for seniority credit except when said service immediately precedes the appointment to a permanent position in the same classification or title.

Full seniority credit shall be given to 10-month employees for any continuous service prior to 8/1/1983. Thereafter, 10-month full-time employees shall receive .8 credit per year and 10-month hourly employees shall receive .5 credit per year, provided that no additional credit shall be given for summer work performed by such employees.

The Union and the District agree that the seniority list dated 6/1/2009 accurately reflects members' seniority as of that date for the purpose of run selection, overtime, layoff and recall in non-competitive and labor class positions, and transfers to vacant positions. Effective 6/2/2009, no seniority credit shall be given for unpaid leaves of absence of 30 or more consecutive days, excluding unpaid leaves of absence due to workers' compensation. Effective 9/1/2009, no seniority credit shall be given for no-pay days, excluding no-pay days due to workers' compensation.

A unit member who voluntarily transfers from a position in the WFW bargaining unit to a position in another District bargaining unit and who later voluntarily returns to a vacant WFW position after the conclusion of the probationary period in the other bargaining unit shall not be credited for WFW seniority purposes with his/her prior service in the WFW unit unless the unit member's return to a WFW position is in accordance with the requirements of New York State Civil Service Law.

If any provision set forth above conflicts with New York State Civil Service Law, the Law shall be controlling.

C. Bus Run Selection

The following shall apply through June 30, 2023:

For bus run selection, which shall occur during the five work days prior to the opening of school, bus drivers shall select runs by seniority. Seniority shall be calculated as follows: 1.0 = 12-month, .8 = 10-month, .5 = hourly.

For the purpose of run selection only, bus drivers currently assigned to transportation of special students shall select such bus runs in accordance with seniority within such group. For all other purposes of seniority, pursuant to this Article, such bus drivers shall be included in the overall Bus Driver seniority list.

The following shall apply effective July 1, 2023:

For bus run selection, which shall occur during the five work days prior to the opening of school, bus drivers shall select runs by seniority. Seniority shall be calculated as follows: 1.0 = 12-month, .8 = 10-month, .5 = hourly.

For the purpose of run selection only, up to twenty-five bus drivers who only hold a Class C license, shall select such bus runs in accordance with seniority within such group. For all other purposes of seniority, pursuant to this Article, such bus drivers shall be included in the overall Bus Driver seniority list.

Effective with the 2023-2024 school year - When selecting bus runs, all bus run packets shall be available for selection by drivers, in order of seniority. Notwithstanding, the following shall apply:

- Twelve month and ten-month bus drivers may select any run packet, with the understanding that the run selected must still allow for a building assignment. A building assignment may, at the District's discretion, include a "School to Work" bus run with an alternate building assignment on days there is no "School to Work" program.
- Bus run packets exceeding six hours of driving time shall not be offered to hourly bus drivers. The packet options offered to twelve month or ten-month full-time bus driver may be altered to ensure that such runs are selected. For example, if there are five runs that exceed six hours of driving time still available, and there are only five twelve or ten-month bus drivers left to pick runs, those runs shall be the only ones offered.
- Up to a maximum of twenty-five (25) bus run packets, which include transport of students in District vans (in or out of District), shall be available for bus drivers who only hold a Class C license. All such packets will initially be included in the bus run packets offered to drivers, but when only twenty-five packets are left then such packets will be removed for selection by Class C drivers.

The starting times, hours of employment, and assignments of the full-time and hourly bus drivers shall be at the discretion of the Employer, however full-time drivers, other than second-shift full-time drivers, shall start between 5:30 a.m. and 7:00 a.m. Hourly drivers shall start no earlier than 5:30 a.m.

Non-scheduled runs shall be filled by full-time drivers. If there are insufficient full-time drivers to fill the non-scheduled runs, hourly drivers shall be used.

The District shall have the right to prepare bid packages for full-time bus drivers, which include run assignments and may include building cleaning assignments, and the right to prepare bid packages for hourly drivers, which include run assignments. After unit members select their bid package, the District reserves the right to reorganize or dismantle unselected bid packages as needed, and assign additional stops to selected bid packages.

D. Handicapped Students Transportation

When requested by the Director of Special Education and/or the Committee on Special Education, long distance transportation of a handicapped child will be provided without consideration of the seniority provisions of the contract. "Long distance transportation" shall mean transportation to outside Dutchess County and at least 40 miles from the residence of the child.

The District shall have the right to assign any student to a bus driven by a Bus Driver - Class C.

E. Break in Seniority

Seniority shall be broken by a lawful discharge or resignation.

F. Departments

For purpose of seniority pursuant to this Article only, the departments that shall be used are:

1. Automotive Mechanics
2. Bus Drivers
3. Custodial Staff
4. Groundskeepers
5. Maintenance Carpenter
6. Maintenance Electrician
7. Maintenance Mechanics
8. Maintenance Plumber
9. School Couriers
10. School Security Officers

In the event the Employer creates any other Maintenance specialist position, such as Maintenance HVAC, such position shall be added as a separate department.

G. Layoff

When it becomes necessary to reduce the work force, the last person on the seniority list by department will be laid off first.

However, for the purpose of layoff, the titles of Maintenance Carpenter, Maintenance Electrician, Maintenance Mechanic, Maintenance Plumber, and any other Maintenance specialist position that may be created, shall be one department for unit members hired prior to 2/27/2015 and shall be separate departments for unit members hired on or after 2/27/2015. All positions in these titles held by unit members hired on or after 2/27/15 must be eliminated prior to the elimination of a position in these titles held by unit members hired prior to 2/27/2015.

H. Recall

An employee shall be eligible for recall into the position from which layoff occurred for a period of four years from the time of such layoff. In the event of recall, the excessed employee shall be given notice of recall by registered or certified mail, sent to the address last given by the employee. Within the seven calendar days after tender of delivery of the employee's to such address, the employee must notify the Employer of his/her intent to return to work and must actually report to work within seven calendar days after date of tender of delivery of the recall notice, unless it was mutually agreed, in writing, that the employee need not return to work within this time period. In the event the employee fails to comply with the above provisions, he/she shall lose all seniority rights under this Agreement and shall be considered a voluntary quit.

In the event a unit opening arises in a position for which one or more laid-off employees are qualified and such position is not filled through the normal posting procedure within the unit, all such qualified laid-off employees shall be notified of such opening. The laid-off employee with the highest seniority accepting the opening shall be given the position. Upon layoff, an employee shall give to the Human Resources Office two telephone numbers, if available, for the purpose of contact in the event of an opening pursuant to this paragraph. Following telephone notice to the Union, a period of two consecutive business days will be used by the District to make a reasonable effort to notify the employee of the opening. The Union shall have the right to contact said employee(s) simultaneously. The District's effort to contact the employee shall not be grievable. Final selection under this paragraph shall be made in conjunction with the Union within three consecutive business days (including the aforementioned two consecutive business days). Each employee on layoff shall be limited to one refusal for a temporary non-recall position and one refusal for a permanent non-recall position under this paragraph. Any unit member accepting a position under this clause will not forfeit his/her recall rights.

I. Seniority List

A seniority list will be prepared by the District twice a year by department with a master list prepared each year if needed.

J. Posting of Vacancies

Any vacant positions included in the unit shall be posted at job locations no less than five business days before the position is filled. The President of the Union shall receive prior notification no less than one day before such position is posted. If the vacant position is a position other than a competitive class civil service position, the qualifications shall be listed. The President shall be notified of the filling of a vacancy in the unit immediately after publication of Board minutes.

Non-probationary employees shall be entitled to a maximum of one non-Employer-initiated transfer per year from one custodial position to another or from a custodial to a non-custodial position, except in the event of:

- a) promotions;
- b) a transfer from another shift to the 1st shift;
- c) an employee in a position in the 1st shift, prior to such position becoming permanent, which had been posted as "temporary - may become permanent", where such employee has had no other non-expected transfer during the year;
- d) an employee whose only transfer during the year had been into a 1st shift position, which had been posted as "temporary - may become permanent," where such position did not become permanent and the employee returned to his/her prior position;
- e) an employee who has transferred because of medical necessity and where the second transfer within a year is to enable the employee to return to the employee's original position; and
- f) subject to Article 10, Section C(1)(b)(5).

Non-probationary bus drivers shall be entitled to a maximum of one transfer per year from one bus driver position to another or from a bus driver position to a non-bus driver position, except in the event of:

- a) promotion;
- b) a documented medical necessity where a second transfer allows the employee to return to the original position; and
- c) shift change.

The one-year period shall commence with the date of transfer.

A promotion shall be defined as a change in position resulting in a higher salary on the salary schedule,

except where such higher salary results from a change in shifts.

An employee promoted into a position out of the bargaining unit who returns during his/her provisional or probationary period shall have the right of return to the job classification from which he/she transferred out of the unit, but not to the job location.

Employees on probationary, provisional, or non-permanent status shall not have the right to bid on any posting within the same job classification in which such status is held. "Non-permanent" status shall mean an employee from one classification filling a temporary position in another classification.

K. Job Security

No hourly or full-time employee employed as of 7/1/1988 shall be laid off or reduced in hours for the life of this Agreement, except for just cause discharges, it being understood that this provision does not guarantee any individual any specific job.

The District shall employ a minimum of forty (40) full-time 12-month Bus Drivers, six (6) Custodian floaters, and thirty-seven (37) full-time 10-month Bus Drivers.

The District shall have the option of establishing a second shift of up to seven (7) full-time 10-month Bus Drivers.

L. Summer Employment

1. Posting and Application

By no later than June 15, the District will post the number of casual summer positions that will be needed, stating the hours and number of days to be worked. Ten-month employees shall have the opportunity to apply for these jobs and selection will be made by seniority. Applications must be made within five (5) working days of such posting. In the event that an insufficient number of WFW applicants have applied for and accepted a casual summer position, pursuant to past practice, the District may hire an individual from outside the bargaining unit.

2. Compensation

Compensation for summer employment for the first fifteen (15) employees hired each summer shall be at the hourly rate for which such employee is otherwise employed in the District. If one or more of the employees who were appointed as one of the first fifteen (15) employees hired each summer and paid in accordance with this provision leaves their position within the first ten (10) working days of a posted six-week summer period or fifteen (15) days in a posted eight-week summer period, another employee shall be appointed by seniority to fill such vacancy and compensated at the hourly rate for which such employee is otherwise employed by the District. All other employees working summer employment shall be compensated at the rate of \$17.00 per hour. Effective for the summer of 2023, this rate shall increase to \$19.00 per hour. This clause shall be subject to review at any time prior to June 15th of the appropriate school year.

3. Assignment

The District shall have the right to assign summer casual workers on an as needed basis except as limited by Article 16, Section A.



M. Placement of Physically Disabled

Where, due to medical reasons, an employee becomes physically disabled to perform the duties of his/her present job title, the District, at its sole discretion, subject to Union approval and subject to the laws of Civil Service, may place the employee into a different job title, the duties of which the employee is able to perform.

N. Subcontracting

Prior to subcontracting work of the type that has not been subcontracted before 7/1/1986, the District will obtain competitive bids from outside contractors. Such bids will be compared with the cost of doing the work by members of the Union and the District will determine if it has sufficient personnel to perform such work in addition to the other work that is then scheduled. The estimated cost of doing the work with unit members will include the costs of fringe benefits and supervision. Grievances hereunder, as to work of the type which has not been subcontracted before 7/1/1986 and which the District is now attempting to subcontract out, shall be subject to resolution pursuant to the procedures set forth in Article 5 without regard to Section B.

ARTICLE 4 - DECLARATION OF PLEDGE OF NO-STRIKE POLICY

In consideration of the recognition by the Employer of the Union as the sole and exclusive bargaining representative of the employee, the Union does hereby affirm that it shall not 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, or participate in a strike.

ARTICLE 5 - GRIEVANCE PROCEDURE

A. Grievance Defined

A grievance shall be a complaint by any employee in the unit, or by a group of employees in the unit or by the Union that there has been a violation, misinterpretation, or inequitable application of any provision of this agreement in regard to him, her, them, or it.

B. Policies

Policies, rules, and regulations of the Board or its agents, not governed by the terms of this Agreement, shall be grievable through Stages I - III and may be processed through arbitration as contained herein; however, said arbitration shall be advisory only.

C. Grievance Stages

A grievance shall be processed in the following stages:

1. Stage I: An aggrieved party shall present a grievance to the Director of Facilities & Operations, Supervisor of Transportation, the Purchasing Agent, the School Lunch Director, or the Director of Technology Support Services, as appropriate, who shall render a written determination to the aggrieved party within a period of ten (10) days.
2. Stage II: Within five days of the disposition of the grievance at Stage I, the grievant may appeal to the Superintendent of Schools or his/her designee.
3. Stage III: Within fifteen days after the disposition of the grievance at Stage II, the grievant may appeal in writing to the Board of Education.

4. Stage IV: Within fifteen days after the disposition of the grievance at Stage III, the Union may submit the grievance to arbitration.

D. Meeting Notice

A meeting of the parties for the purpose of presenting mutual positions shall be held on three days notice at Stages I, II, and III within ten days of the receipt of the grievance at those stages. A written decision with supporting reasons shall be rendered to the grievant and the Union in each instance within ten days of such meeting. The grievant shall also have the right to appeal to the next stage if no meeting is held within the time allowed or if no decision is rendered within the time allowed.

E. Stage IV: Arbitration

If the Union is not satisfied with the decision at Stage III, the Union may submit the grievance to arbitration within fifteen days of the decision at Stage III.

The following arbitrators are designated as arbitrators for the life of the agreement and shall be assigned on a rotational basis provided that the arbitrator shall be available within sixty calendar days.

1. Stephen Bluth
2. Dennis Campagna
3. Monte Klein
5. Ira Lobel
5. Thomas Rinaldo
6. Jay Siegel

The decision of the arbitrator shall be final and binding, except as set forth in Section B above, upon all parties and shall be rendered within thirty (30) days of the close of the hearing.

The costs of the services of the arbitrator, including expenses, if any, will be borne equally by both parties.

F. Free Access

An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination, or reprisal.

G. Representation

An employee shall have the right to be represented in each stage of the procedures by a union representative(s) designated by the Union.

H. Confidentiality

All hearings shall be confidential.

I. Group Grievances and Actions of the Board of Education

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.

J. Informal Resolution

Nothing contained herein shall be construed as limiting the right of the individual having a grievance to discuss the matter informally with 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 the 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.

K. Discipline/Discharge

1. No employee shall be discharged or disciplined in any manner without just cause, it being understood that said provision applies only to those employees who have completed a 26-week probationary period and those employees who have not completed said probationary period shall have no right to enforce this provision through the grievance procedure of the Agreement. Disciplinary letters placed in an employee's file shall be removed after five years unless removed earlier, except disciplinary letters related to discrimination, sexual harassment, or violence shall remain in the employee's file permanently.
2. For disciplinary grievances, the grievant shall elect to pursue his/her rights under this agreement or by statute but the election of one remedy shall preclude the use of the other.
3. In the event of a suspension or discharge, arbitration shall be held within twenty (20) days of the request for same and a decision shall be rendered within fourteen (14) days.

L. Time Limitation

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

M. Expeditious Processing

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.

N. Discontinuance

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.

O. Preparation and Processing

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 activity in any phase of the grievance procedure.

ARTICLE 6 - SEPARATION FROM EMPLOYMENT

Upon discharge, the Employer shall pay all money due the employee. Upon resignation or retirement, the Employer shall pay all money due the employee, including payment for accrued benefits when applicable, on the pay day in the week following the employee's separation from employment, or on the next pay day thereafter, if the employee has provided written notice of his/her intent to resign/retire at least thirty (30) calendar days in advance. Employees who do not provide the required notice who are eligible for payments for accrued benefits, or any other payments other than salary, shall otherwise not be eligible to receive such payments. In an emergency and at the discretion of the Superintendent of Schools or his/her designee, the notice requirement may be waived. Accrued benefits shall be included in such payments.

Upon separation from employment, prior to issuance of the final paycheck the employee shall return to his/her immediate supervisor all school property in his/her possession or assigned to him/her in substantially the same condition as when received, reasonable wear and tear excepted, or pay the fair and reasonable value thereof.

ARTICLE 7 - EQUIPMENT

A. Defective Equipment

The Employer shall not require any employee to, nor shall any employee, take out on the streets or highways any vehicle that is not in safe operating condition or equipped with safety appliances prescribed by law. It shall not be a violation of this agreement where employees refuse to operate such equipment, unless such refusal is unjustified.

All equipment that is, in the judgment of the head mechanic, not mechanically sound or is unsafe, shall be appropriately tagged so that it cannot be used by other employees until properly repaired.

Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of any applicable statute or court order or in violation of a government regulation relating to safety of person or equipment.

B. Reports

Employees shall immediately, or at the end of their shifts, report all defects of equipment. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition, unless such equipment has been inspected by the head mechanic and the defect repaired or declared not to exist by the head mechanic.

C. Vehicle & Traffic Law Violations

The Employer agrees to reimburse an employee for the payment of fines levied against an employee as a result of defective equipment in or on a school bus being operated by the employee. Each driver shall be required to inspect his/her vehicle prior to its being operated in accordance with the procedure set forth in the New York State Department of Motor Vehicles Commercial Driver's Manual. The Employer shall not be liable for any fine imposed for defective equipment in the event an employee does not make such inspection.

ARTICLE 8 – UNIFORMS

The District will supply uniforms for all full-time employees, except bus drivers and school security officers, on the following basis:

Seven (7) shirts and pants to each employee, which will include golf style shirts.

Three (3) jackets to each employee.



Automotive Mechanics, Maintenance Carpenters, Maintenance Electricians, Maintenance Mechanics, and Maintenance Plumbers shall receive eleven (11) shirts and pants in addition to five (5) coveralls.

The District will supply uniforms for all School Security Officers on the following basis:

- One blazer
- One raincoat
- One windbreaker
- One winter jacket.
- Four short-sleeved polo shirts.
- Three long-sleeved polo shirts.
- Three pair of gender-specific pants.

Uniform maintenance:

Maintenance Carpenters/Electricians/Mechanics/Plumbers: The District shall maintain the repair and cleanliness of coveralls. After normal wear and tear, the old garment will be exchanged for a new, similar garment. Maintenance Carpenters/Electricians/Mechanics/Plumbers shall receive a yearly stipend of \$130.00 for uniform maintenance.

Automotive mechanics: The District shall maintain the repair and cleanliness of the coveralls, shirts, and pants of automotive mechanics. After normal wear and tear, the old garment will be exchanged for a new, similar garment.

Other employees receiving uniforms: Other employees receiving uniforms shall receive a yearly stipend of \$80.00 for uniform maintenance. Effective February 27, 2023, this shall increase to \$100.00.

All employees to whom uniforms are issued shall wear the complete uniform while on duty or carrying out the duties assigned to them. The uniforms will be maintained in a neat and clean condition and changed when necessary to maintain a neat and clean appearance. Loss or damage to the uniforms other than normal wear and tear will be paid for by the employee to whom the uniform is issued.

Unit members to whom uniforms are not issued are expected to report for work appropriately dressed. Any dress or appearance that is lewd or indecent or that exposes undergarments or the private parts of the body, including the midriff, is prohibited. Examples of inappropriate clothing include: shirts with sexual metaphors or references to drugs, alcohol, or tobacco; extremely plunging necklines or waistlines; see-through garments; halter/spaghetti-strap/tube tops; boxers/pajama-type pants; shorts/skirts shorter than three inches above the top of the knee.

Bus drivers shall be required to wear closed toe and closed heel shoes for their entire shift (starting at the time they clock in).

Lockers shall be furnished free of charge for garage mechanics only.

The Employer will provide and maintain at its expense three sets of foul-weather gear at each garage.

In addition, auto mechanics will be furnished with cloth baseball-type caps, as needed.



ARTICLE 9 - PAY PERIOD

A. Work Week and Pay Day

All employees shall be paid on the 15th of the month and on the last business day of the month in installments based on their annual salary (24 installments for 12-month employees and 20 installments for 10-month employees), however all 10-month employees shall have the right to elect to be paid on a 10-month basis (20 installments) or 12-month basis (24 installments). When the 12-month basis is elected, the employee shall receive five installments on the last pay date of the school year. Once elected, such election by a 10-month employee shall remain unchanged for the current school year. Any 10-month employee who wishes to change his/her election for the coming school year must notify the District in writing no later than August 31st.

When the regular pay day falls on a non-business day, the Employer shall pay the employee on the business day immediately preceding.

100% direct deposit of the unit member's paycheck shall be required.

B. Errors and Corrections

If a paycheck is incorrect due to an error made by the District by more than sixty dollars (\$60.00) because of a regular paycheck error or ninety dollars (\$90) because of an overtime error, the error will be corrected at the earliest possible time, which shall be no later than the close of business the following day (except where the last paycheck in the month is not paid on the last day of the month, in which case the adjustment shall be made in the paycheck following provided the error does not reduce the paycheck below the normal weekly amount).

Errors for less than the above stated amounts due to an error made by the District shall be corrected the following pay period providing the employee has reported the error to his/her supervisor or designee by the end of the first business day following the pay day. The District will be responsible for minimizing clerical errors.

C. Payroll Information

Each employee shall be provided with a statement of gross earnings and a statement of deductions made for any purpose through District email.

ARTICLE 10 - JOB DUTIES AND CLASSIFICATIONS

A. Assignments

An employee in one job classification or division of the system may be used in another job classification or division only if no work opportunities are lost by employees normally performing work in that job classification or division to which an employee is transferred. Involuntary assignments shall occur only in emergency situations. Temporary transfers within the same job category will be permitted only at the option of the District.

B. Damage

An employee assigned work out of his/her regular job classification shall not be responsible for damage caused as a result of his/her lack of knowledge in performing the assigned duties, provided such damage does not result from a willful destructive act.



C. Custodial Transfer

1. Employee Initiated

- a) When a vacancy for a permanent position occurs for a custodial position, a custodian, by seniority, will be given the first right of refusal for the position. The vacancy must be posted by the District for a period of not less than five business days.
- b)
 1. When a custodian requests a transfer, any custodian, by seniority, requesting to fill the position of the custodian making such request will be given first right of refusal. The District will post the position of such custodian requesting transfer not less than five business days prior to the filling of the position.
 2. The District retains the right to terminate the transfer process prior to appointment if either person involved in the transfer is not acceptable to the District. A statement of the reasons for the termination of the transfer process will be given in writing to the Union, together with the notice of such termination in each such instance. Such rejection is not grievable.
 3. The custodian requesting the initial transfer will retain the right to reject the transfer prior to the appointment.
 4. No more than one transfer at a time will be processed.
 5. There will be no more than one transfer request per individual in a two-year (2-year) period.

2. District Initiated

- a) Custodians transferred for negative just cause reasons will be subject to the following procedure:
 1. The custodian will meet with the appropriate administrator or supervisor to discuss the reason for counseling. A letter of counseling may result.
 3. If a second infraction occurs for the same or a similar reason within the last five (5) years, and the custodian has previously received a letter of counseling, the custodian may be subjected to an involuntary transfer upon notice to the Union and a statement of reasons for the transfer.
 4. At all stages of this proceeding, an employee will be entitled to Union representation. The meetings for all stages will be held at a time mutually agreeable to the District and the Union.
 5. When an involuntary transfer is effectuated, the District shall place the individual in accordance with the following options:
 - a) The District shall designate the individual's position as a transfer position. Any other custodian in the District may apply for such position and selection from among the applicants will be made in accordance with seniority. The District retains the right to terminate the transfer process prior to the appointment if either person involved in the transfer is not acceptable to the District. Such rejection is not grievable. In such an event, the District may then resort to the procedures outlined below under (b), (c) or (d).
 - b) Each school in the District shall be classified as an A or B school. The A schools are all secondary schools plus Myers Corners and Gayhead Elementary. The B schools are all elementary

schools except Myers Corners and Gayhead. The District shall have the option of transferring the employee into a position in either classification and the person with the lowest seniority in the school classification selected shall be transferred to the subject employee's position.

c) The District may wait for the next appropriate opening and place the subject employee in such opening.

d) The subject employee's assignment shall be designated by the District in accordance with such employee's Civil Service job title.

6. Employees involuntarily transferred shall not have the right to transfer out of the position into which he/she was involuntarily transferred for a period of two (2) years, provided however that where an employee is involuntarily assigned under (5) above, such employee shall not have a right of transfer out of such position for a period of six months.

7. In the case of an involuntary transfer, the Union will be given not less than three (3) work days notice of such transfer.

8. Involuntary transfers shall be subject to the grievance procedure.

b) Notwithstanding the requirements of (a) above, effective 4/13/15, the Employer shall have the discretion to transfer a custodian to a floater or vacant custodian position during the pendency of an investigation of an allegation against the custodian provided there is no change in shift and there is no reduction in regular wages.

3. Posting

Postings under this Section shall include the following wording: This posting may be withdrawn.

D. Non-Custodial Transfers

Employee Initiated

1. When a vacancy for a permanent position occurs for a non-custodial position, an eligible unit member, by seniority, will be given the first right of refusal for the position. The vacancy must be posted by the District for a period of not less than five business days.
2. When a unit member requests a transfer, any eligible unit member, by seniority, requesting to fill the position of the unit member making such request will be given first right of refusal. The District will post the position of such unit member requesting transfer not less than five business days prior to the filling of the position.
3. The District retains the right to terminate the transfer process prior to appointment if either person involved in the transfer is not acceptable to the District. A statement of the reasons for the termination of the transfer process will be given in writing to the Union, together with the notice of such termination in each such instance. Such rejection is not grievable.
4. The unit member requesting the initial transfer will retain the right to reject the transfer prior to the appointment.
5. No more than one transfer at a time will be processed.



6. There will be no more than one transfer request per individual in a two-year (2-year) period.

E. Prior Position Rights

1. In the event a unit member is promoted or transferred to a position in another classification, such employee shall have the following rights to return to the original position if the new position is eliminated or if the employee is discharged from the new position due to inability to perform work or if the employee elects to return to his/her former position:

- If the employee is subject to a probationary period in the new position, the employee shall have the right to return prior to the conclusion of the probationary period.
- If the employee is not subject to a probationary period in the new position, the employee shall have the right to return for a 30 calendar-day period that commences with the employee's first day in the new position.

2. In the event a custodian, custodian-in-charge, or head custodian accepts a transfer within his/her classification during the school year to a different shift and/or building assignment, the employee shall have the right to return to his/her shift and/or building assignment for a period of thirty (30) calendar days commencing with the employee's first day in the new assignment. If he/she accepts the transfer during the months of July or August, the 30-calendar day period shall commence from the first day that teachers return to work for the school year. This provision shall not apply to employee-initiated custodial transfers under the provisions of Article 10, Section C, part 1. Should the employee choose to return to his/her prior position, the transfer will still constitute a non-Employer initiated transfer subject to the provisions of Article 3, Section J of this Agreement.

3. The encumbered position will be posted as "Temporary - may become permanent at a later date."

4. No employee may be denied the right to return to a prior position pursuant to these provisions without just cause except as provided in Article 3, Section A. In the event of a grievance, it shall be expedited directly to arbitration.

F. Probationary Period

1. Upon successful completion of a 26-week probationary period, an employee who changes from one job classification to another shall be subject to a 12-week probationary period.

2. In the event an employee voluntarily changes job classification and, thereafter, during the probationary period of such new position again voluntarily changes to yet another job classification, such employee's right to return to the original position shall not extend beyond the probationary period of the first transfer.

G. Temporary Status

In no event shall temporary service count toward any probationary period except as provided in Section E "Prior Position Rights" above, provided, however, that where a probationary period immediately follows such temporary service, such temporary service shall be credited as employment time for the purposes of seniority and vacation accrual in the same manner as if such temporary service had been probationary service.

H. Job Qualification Upgrade Procedure

1. Notice to President and Posting

When the District upgrades Civil Service required qualifications, such qualifications will be forwarded to the Union President and posted.

2. Employee in Position

When the District upgrades Civil Service required training or education qualifications, employees currently employed in such position must be given enough advance notice in order to acquire the upgraded qualifications. The District will offer such employees the opportunity to take, and such employees shall take, such training. The District will reimburse the cost of the initial training to such employee upon successful completion of course attendance and upon receipt of certificate, if provided.

3. New Position or Vacancy

When an upgraded position is posted as a result of a new position or vacancy and enough advance notice cannot be given to meet the qualifications, the District will fill the position by seniority of those who qualify under the new qualifications. If no unit employee meets the new qualifications, the District will fill the position under the prior qualifications and the District will train as in paragraph (2) above. However, if the employee fails to successfully complete the initial training, the employee will be reassigned to his/her former position.

4. Driver Pre-Qualifications

The District and the Union agree that the Bus Driver Basic Training Course required by SED is a pre-employment condition for all bus drivers hired by the District.

The District shall provide a list of the times and places said training course is to be offered and each prospective employee or active employee taking the training shall be expected to complete the course on their own time and without compensation from the District.

ARTICLE 11 - VACATIONS

A. Twelve-Month Full-Time Employees

1. Pre-January 1, 1990 Hires

Vacation for full-time employees hired prior to 1/1/1990 will be three weeks after one year of employment, four weeks after seven years of employment, five weeks after fifteen years of employment, and six weeks after twenty years of employment.

For the purposes of computing vacation time for full-time employees hired prior to 1/1/1990, all employees whose employment commenced between July 1st and September 15th shall be deemed to have completed one year of employment on June 30th of the following year and each additional year of employment shall be computed from that date.

Full-time employees hired prior to 1/1/1990 who started their first year after September 15th shall have completed one year on their anniversary date except that the employee may use, in the summer prior to their seventh, fifteenth, or twentieth anniversary, additional vacation time based on the following:

If hired between	Additional days to be taken in summer prior to anniversary date
September 16 and November 15	3
November 16 and January 15	2
January 16 and March 15	1



2. Post-January 1, 1990 Hires

Vacation for full-time employees hired after 1/1/1990 will be two weeks after one year of employment; three weeks after seven years of employment; four weeks after fifteen years of employment, and five weeks after twenty years of employment.

Effective with the 2019-2020 school year, for the purpose of calculating vacation leave only, full-time employees shall receive credit for ten-month, part-time or hourly service within the bargaining unit rendered immediately preceding their full-time appointment. Each year of ten-month service shall count as 0.8 of a year of credit, and each year of part-time or hourly service shall count as 0.5 of a year of credit.

3. "Employment" Defined

"Employment" as used in paragraph (1) and (2) above shall mean hourly or full-time employment in the unit.

B. Ten-Month Full-Time and Hourly Employees

Ten month full-time and hourly employees hired prior to 1/1/1990 will receive an additional week's pay in lieu of vacation in the last paycheck in June.

C. First Year Employees

For employees hired in the unit after July 1 and before June 30, vacations will be pro-rated for the first year. If an employee is hired after July 1 but before February 1 during the first year of employment he/she will accrue a full year of service credit towards subsequent vacation time. If an employee is hired after February 1 but before June 30 during the first year of employment he/she will accrue no service credit towards subsequent vacation time.

D. Notification

Notification of earned vacation time will be provided by the Business Office and will be available for use on July 1 following the date of hire and each subsequent year.

E. Vacation Use

1. Unless otherwise agreed upon by the supervisor and employee, vacation will be taken during July and August with the understanding that all employees must return to work on Monday of the first full week prior to opening of school. It is further agreed that all employees may take up to ten (10) days of their vacation on non-school days during the course of the school year subject to department needs and for which permission will not be unreasonably withheld. Effective February 27, 2023, this shall increase to fifteen (15) days. 12-Month Full-Time Bus Drivers entitled to six weeks vacation in the current school year may take up to twelve (12) days of their vacation on non-school days during the course of the school year subject to department needs and for which permission will not be unreasonably withheld. Effective February 27, 2023, this shall increase to seventeen (17) days. This paragraph shall not apply to Automotive Mechanics, Groundskeepers, and Maintenance Carpenters/Electricians/Mechanics/Plumbers, whose vacations may be taken throughout the school year subject to the reasonable needs of the District. School Couriers may not take vacation during the first full week prior to the opening of school. All other vacation for School Couriers shall be subject to the reasonable needs of the District.

12-Month Full-Time Bus Drivers may take up to five (5) vacation leave days on school days, provided they submit a request for such days at least five (5) work days in advance. In no event, however, shall

more than one (1) 12-Month Full-Time Driver in each District garage be permitted to take vacation leave on the same school day. It is understood that these five (5) days are in addition to the fifteen (15) days of vacation that drivers may take on non-school days during the school year.

2. Vacation time must be taken in half day increments unless otherwise approved by the District.

3a. Vacation requests, for the first, second, and third choice, for the following school year must be submitted on a form provided by the District no later than April 1 of the preceding school year. Vacation requests submitted by that date shall be honored by the District in accordance with the reasonable needs of the District. Where conflict exists between the requests of two or more employees, final selection shall be made on the basis of seniority.

b. Vacation applications submitted for a given school year after April 1 of the prior school year shall be granted in accordance with the reasonable needs of the District.

In the event the District is able to accommodate a vacation request subsequent to April 1, and there is a conflict between multiple employees' requests, the following seniority conditions shall apply:

1. Such a vacation request may be superseded by a conflicting vacation request from an employee with greater seniority only if the conflicting request with greater seniority is submitted more than sixty (60) days prior to the vacation date in question.

2. A multiple date vacation request shall be deemed to be a single request and shall be governed by the commencement date of the vacation.

4. During any given week, the maximum number of employees on vacation, at the discretion of the supervisor, shall be as follows:

no more than one-half of the custodial staff in any given building

no more than one-half of each trade of the maintenance mechanics

no more than one-third of the groundskeepers

no more than one-half of the couriers during the school year, and no more than one-third of the couriers during July and August.

Notwithstanding the above, for custodial staff, there must be at least one (1) custodian working on each shift in a secondary building (junior high schools and high schools), unless otherwise approved in advance by the Director of Facilities or their designee.

5. Supervisors shall make arrangements so that summer vacation shall not be unreasonably denied in equitable amounts to any employee because of the above-mentioned limitations.

6. All employees shall provide the immediate supervisor with a minimum of a 24-hour notice of the intent to use vacation time within the above-mentioned limitations.

7. Unit members shall be entitled to carry over up to five (5) unused vacation days per year.

ARTICLE 12 - HOLIDAYS

All employees covered hereunder shall be entitled to fifteen paid Holidays (fourteen for ten-month employees) during each year of this agreement. The Union shall be consulted before the Holiday schedule is put into effect.

ARTICLE 13 - LEAVES OF ABSENCE

A. Sick Leave

1. Entitlement

Ten month employees shall be entitled to eleven sick leave days each year. After fifteen (15) years of service, ten month employees shall be entitled to twelve sick leave days each year.

Twelve month employees shall be entitled to twelve sick leave days each year. After fifteen (15) years of service, twelve month employees shall be entitled to thirteen sick leave days each year.

If an employee needs to use a sick day, they must provide notice of the need for such sick day at least one (1) hour prior to the start time of their shift. Emergency exceptions may be approved by the Superintendent and/or his designee.

2. Accumulation and Bonus

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. Any employee who uses five days or less sick leave a year, not including days to join the sick bank, shall be paid a bonus of \$400. Effective February 27, 2023, the bonus shall increase to \$500. When employees are transferred from full-time to hourly or vice versa, sick leave accumulation shall be converted on a pro rata basis.

In order to be eligible for the sick leave bonus, a twelve month employee must have been hired prior to July 15th of that school year, and a ten month employee must have been hired prior to September 15th of that school year. In the event a ten month employee is hired as a twelve month employee between the period of July 16th and August 31st, he/she will receive the sick leave bonus provided he/she uses five or fewer sick leave days during that school year.

3. Doctor's Certificate

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 clause, he/she shall have the right to grieve.

4. Family Sick Leave

For absences incurred on account of the illness of a member of the immediate family or person residing with the unit member, the maximum number of days a unit member shall be entitled to use each year shall be the annual allotment of sick days for the unit member for that school year.

5. Sick Leave Usage

Sick days may not be used in less than fifteen (15) minutes increments.

6. Return from Disability Leave

An employee returning to work from a disability leave shall notify his/her supervisor of the intended date of return. Said notice shall be received by the Employer five (5) days in advance of the expected date of return. In the event the five (5) work day notice has been given by the employee and the Employer is



unable to schedule a physical by its designated physician within that period of time, the employee shall suffer no loss of pay or benefits as a result.

B. Sick Leave Bank

1. Employee Participation

a) Each employee eligible for sick leave willing to participate in a sick leave bank shall submit to the District a waiver of two days of the employee's sick leave. Only employees who contribute to the bank shall be eligible to receive time from the bank.

b) All employees who wish to participate in the bank shall contribute two days of sick leave within thirty days of hire. Any individual who has no sick leave accumulated at the time the bank is renewed shall be permitted to borrow two days leave from future leave in order to participate in the bank. Any individual who is using the bank at the time the bank becomes exhausted, or who has used the bank in a given year and has no remaining sick leave, shall be entitled to bank days until such time they have additional sick leave available whereupon they shall contribute two days to remain eligible.

c) Employees who elect not to join the bank within the time specified above shall not be eligible to join the bank until it is renewed.

2. Administration of Bank

a) The bank shall be administered by a committee of trustees consisting of two administrators appointed by the Superintendent of Schools and two employees appointed by the Union who shall act upon withdrawals and who may develop rules not inconsistent with this provision or agreement. Withdrawals from the bank shall be limited to employees who are involved in extended illnesses or accidents who have no sick or personal time remaining and five or fewer vacation days remaining. The decision of the trustees shall be final and binding; however, any applicant who has been denied bank days shall have the right to appeal for reconsideration to the sick bank committee.

b) Each instance of bank use must be approved by a majority of the committee and in the event of a tie, a fifth party, selected by the trustees, will render a decision.

c) A record of all meetings and actions of the trustees will be kept and copied to the Superintendent of Schools and the President of the Union.

3. Renewal

a) The sick bank shall be renewable, not more than once a year, within thirty days after the bank falls below 90 days in the manner set forth in (1)(b) above. The thirty-day period for current employees shall commence with the date on which they are notified of the bank reopening.

b) At the discretion of the trustees, the 90-day requirement in (3)(a) above may be waived and a period of open registration may be offered to non-members. This period of reopening will not occur more than once in any two-year period and will not exceed 14 calendar days.

4. Employee Use

a) An individual shall not be eligible for consideration by the sick bank until such time as he/she shall have been absent for thirty calendar days due to extended illness or accident unless the first day of illness commenced with hospital admittance.



- b) Individuals applying for withdrawal must submit an application for withdrawal on a form prescribed by the trustees. Medical proof of illness is required.
- c) The sick bank trustees may require an applicant to be examined by a trustee-chosen physician.
- d) Participating individuals may draw double the amount of sick time they had credited to them at the time of the illness for which they are to receive sick bank days. No participant shall draw more than one year per injury or sickness. New employees and hardship cases shall be reviewed by the sick bank committee and exceptions in these cases may be made to the above at the discretion of the committee.
- e) The attendance history of an individual applying under the hardship provision shall be considered by the trustees. The maximum number of days granted to any individual under the hardship provision shall be 30 days or the number of days credited to the individual at the time of the illness for which they are to receive sick bank days.
- f) Sick bank use shall be granted only for the personal illness of the employee.
- g) Prior to returning to work, individuals receiving days from the bank shall be required to submit a physician's certificate that states the exact date the individual may return.
- h) If an individual receives sick bank days and workers' compensation, the individual shall return to the District workers' compensation benefits so as to enable the District to refurbish the bank with the amount of days equivalent to the workers' compensation benefits.
- i) If an individual receives sick bank days and wage compensation from insurance funded in whole or in part by the District, the individual shall be eligible to receive from the bank a number of days equivalent to the difference between the individual's regular salary and the wage compensation he/she receives from the insurance. The intent of this clause is to make the individual no more than whole in regard to salary and not to provide the individual with extra compensation.

5. District Contribution

When an employee resigns employment with the District under circumstances other than those dealt with in Article 13, Section E, or where disciplinary action has not been taken or threatened, and where such employee has unused sick leave, the District will contribute up to 10 days of such sick leave into the sick leave bank to a cumulative maximum contribution in any school year of 50 days.

C. Bereavement Leave

In the event of death in the immediate family or of a person residing with the unit member, a maximum of five consecutive days will be granted for attendance at the funeral and a period of mourning. Immediate family will be defined as: spouse, child, parent, sibling, parent-in-law, sibling-in-law, grandparent, and grandchild. Unit 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 those stated above.

The Employer may request the employee to submit proof of death for the purpose of payment under this provision.



D. Personal Leave

All employees covered hereunder shall be entitled to two personal days absence each year without reason, without loss of compensation or deduction from accumulated vacation credits, except immediately before or after a Holiday unless approved by the District. Effective 7/1/2023, employees who have completed ten (10) years of employment shall be entitled to three (3) personal days.

In the first year of employment, ten month unit members hired on or before February 1st shall be entitled to two personal days, and ten month unit members hired after February 1st and before May 1st shall be entitled to one personal day. In the first year of employment, twelve month unit members hired on or before January 1st shall be entitled to two personal days and twelve month unit members hired after January 1st and before May 1st shall be entitled to one personal day.

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/her designee, such day to come from accumulated sick leave. Unused personal business days shall be added to a unit member's accumulated sick days at the end of each school year.

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

E. Subpoena Leave

On proof of the necessity of attendance in court pursuant to a subpoena in a proceeding to which the unit member is not a party, leave shall be granted for such appearance without charge to other leave credits, provided that such unit member shall have agreed, in writing, prior to and as a condition of the granting of such leave, to deliver to the Superintendent for deposit in the general fund of the District all fees paid to the unit member for such attendance.

F. Sick Leave Conversion on Retirement

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. No employee shall be compensated for any sick leave accumulation above two hundred fifty (250) days.

For an employee to be eligible, they must have accumulated a minimum of fifty (50) days prior to the year they elect to retire.

The above clause shall not be applicable to any employee in the unit hired after 2/1/1987.

Effective February 27, 2023, a unit member, who retires from the District after fifteen (15) consecutive years of service, in accordance with the requirements of the Employees Retirement System, in their first year of eligibility to retire without penalty, may receive payment for unused sick leave days in excess of seventy-five (75) days, up to a maximum of two hundred (200) days, at the rate of \$75 per day. Such payment shall be issued to the unit member's 403(b) account. For those unit members with fifteen (15) consecutive years of service, who are already past their first year of eligibility to retire, they shall be eligible for this payment if they retire from the District by no later than June 30, 2024



G. Emergency Closings

On days when schools are closed early due to emergency conditions or inclement weather, if the District releases individuals in a job classification within the unit early, those individuals in the same job classification and on the same shift who are required to stay shall receive time-and-a-half from the time the other employees are released. If employees are released at different times, the employees who are required to remain should be paid time-and-a-half from the time the employees who are most similarly situated to them are released.

H. Jury Duty

If an employee is required to perform jury service during his/her regular work hours and such service necessitates an absence from work, the employee will be granted paid jury duty leave for the period of time necessary to fulfill such requirement. The employee is required to produce the jury duty notice and may be required to produce additional documentation from the court if his/her attendance is called into question. When excused from attendance at jury duty, the employee will report to work. When an employee (other than a bus driver) only serves a half day or less of jury duty: (a) a first shift employee is required to report to work immediately following dismissal from jury duty; (b) a third or fourth shift employee shall be required to report to work for at least half of his/her shift. However, if a bus driver only serves a half day or less of jury duty, he/she shall not be required to report to work for the remainder of his/her shift.

ARTICLE 14 - MEAL ALLOWANCE AND LODGING EXPENSES

A. First-shift Bus Drivers

All employees assigned to trips shall be paid the following meal allowances and lodging expenses when required to layover because of the nature of the trip or breakdown of equipment or when the driver is out of the immediate area at meal time because of extended trip:

MEAL

Breakfast	\$ 5.00
Lunch	10.00
Dinner	<u>15.00</u>
TOTAL	\$30.00 per day

For employees on trips of 24 hours or more duration, or on overnight trips, the following meal allowance schedule shall apply:

MEAL

Breakfast	\$ 7.00
Lunch	10.00
Dinner	<u>18.00</u>
TOTAL	\$35.00 per day

However, the driver shall not be entitled to meal allowance if he/she is on a regularly scheduled trip commenced between the hours of 4:30 p.m. and 5:30 p.m. or on a special trip commencing later than 6:00 p.m. In the event that a special activity trip commenced prior to 4:30 p.m. terminates after 6:00 p.m., the driver thereon shall be entitled to the dinner allowance. In the event that a special activity trip commences prior to 6:30 a.m., the driver thereon shall be entitled to the breakfast allowance.

All drivers will be paid an appropriate meal allowance in accordance with the schedule herein for any activity run within the school district commencing 9:00 a.m. or later when such activity run has not been

completed prior to the normal meal hours.

Employees shall be reimbursed for reasonable expenses incurred in lodging in connection with this provision.

Any employee performing work of an emergency nature after six consecutive hours or during normal meal time shall be paid the meal allowance shown herein.

Meal allowances and lodging expenses will be paid quarterly or when in excess of \$50.00. Tolls and parking fees will be paid in cash upon presentation of receipts.

B. Second-shift Bus Drivers

Second-shift drivers shall be eligible for a meal allowance only under special circumstances and when approved by the Supervisor of Transportation.

ARTICLE 15 – HEALTH, WELFARE, AND PENSION PLANS

A. Health Insurance

The District shall provide medical, surgical, and hospitalization individual or family plan coverage as selected by each employee, subject to the limitations of subsections 1 through 8 below, under the DEHIC Alternative PPO or EPO 20 plan.

Unit members who retire after 6/30/14 shall be offered as retirees the same plan options as offered to active unit members. To qualify as a retiree, the employee must have ten years of service to the District as a unit member and retire with the New York State & Local Retirement System or, for those employees who are not System members, be otherwise eligible for a service retirement under System rules had they joined the System.

1: For employees hired on or before 9/20/94:

- The District's contribution toward individual and family coverage shall be 91% of the cost of the lowest priced individual or family plans offered to unit members.
- For those employees who become eligible to retire without reduction in benefit after 6/30/14, upon retirement such coverage shall be provided at no cost to the employee provided the employee retires no later than the end of the first school year he/she becomes eligible to retire without reduction in benefit. For those employees who became eligible to retire without reduction in benefit prior to 7/1/14 who retire 7/1/14 or after, and for those employees who become eligible to retire without reduction in benefit after 7/1/14 who do not retire by the end of the first school year she/he becomes eligible to retire without reduction in benefit, upon retirement the District shall contribute an amount equal to 95% of the cost of coverage, and the employee shall contribute 5%.
- For those employees who retire prior to becoming eligible to retire without reduction in benefit, such coverage shall be provided at no cost to the employee.

2. For full-time employees hired after 9/20/94 through 4/19/99:

- The District's contribution shall be 91%. The employee shall make a contribution in an amount equal to the balance of the cost of coverage.
- For those employees who become eligible to retire without reduction in benefit after 6/30/14, upon retirement the District shall contribute an amount not to exceed the cost of the lowest-priced individual plan available to unit members for those enrolled for individual coverage or an amount not to exceed the cost of the lowest-priced family plan for those enrolled for family coverage, provided the employee retires no later than the end of the first school year he/she becomes eligible to retire without reduction in benefit. For those employees who became eligible to retire without reduction in

benefit prior to 7/1/14 who retire 7/1/14 or after, and for those employees who become eligible to retire without reduction in benefit after 7/1/14 who do not retire by the end of the first school year she/he becomes eligible to retire without reduction in benefit, upon retirement the District shall contribute an amount equal to 95% of the cost of the lowest-priced individual plan for those enrolled for individual coverage or 95% of the cost of the lowest-priced family plan for those enrolled for family coverage, and the employee shall contribute the balance of the cost of coverage.

- For those employees who retire prior to becoming eligible to retire without reduction in benefit, upon retirement the District shall contribute an amount not to exceed the cost of the lowest-priced individual plan available to unit members for those enrolled for individual coverage, or an amount not to exceed the cost of the lowest-priced family plan for those enrolled for family coverage. The employee shall make a contribution equal to the balance of the cost of coverage.

3. For hourly employees hired after 9/20/94 through 4/19/99:

- The District's contribution for individual coverage shall be 91% of the cost of the lowest priced individual plan offered to unit members. The employee shall make a contribution in an amount equal to the balance of the cost of coverage.
- For those employees who become eligible to retire without reduction in benefit after 6/30/14, upon retirement the District shall contribute an amount not to exceed the cost of the lowest-priced individual plan available to unit members, provided the employee retires no later than the end of the first school year he/she becomes eligible to retire without reduction in benefit. For those employees who became eligible to retire without reduction in benefit prior to 7/1/14 who retire 7/1/14 or after, and for those employees who become eligible to retire without reduction in benefit after 7/1/14 who do not retire by the end of the first school year she/he becomes eligible to retire without reduction in benefit, upon retirement the District shall contribute an amount equal to 95% of the cost of the lowest-priced individual plan and the employee shall contribute the balance of the cost of coverage.
- For those employees who retire prior to becoming eligible to retire without reduction in benefit, upon retirement the District shall contribute an amount not to exceed the cost of the lowest-priced individual plan. The employee shall make a contribution equal to the balance of the cost of coverage.

4. For full-time employees hired after 4/19/99 through 2/27/12:

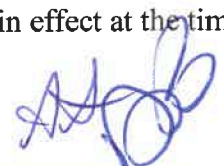
- The District's contribution for individual and family coverage shall be 85% of the cost of the lowest priced individual or family plan offered to unit members. The employee shall make a contribution in an amount equal to the balance of the cost of coverage.
- Upon retirement, the District shall contribute the premium contribution percentage in effect at the time of retirement.

5. For hourly employees hired after 4/19/99 through 2/27/12:

- The District's contribution for individual coverage shall be 85% of the cost of the lowest priced individual plan offered to unit members. The employee shall make a contribution in an amount equal to the balance of the cost of coverage.
- Upon retirement, the District shall contribute the premium contribution percentage in effect at the time of retirement.

6. For full-time employees hired after 2/27/12:

- The District's contribution for individual and family coverage shall be 82% of the cost of the lowest priced individual or family plan offered to unit members. The employee shall make a contribution in an amount equal to the balance of the cost of coverage.
- Upon retirement, the District shall contribute the premium contribution percentage in effect at the time of retirement.



7. For hourly employees hired after 2/27/12:

- The District's contribution for individual coverage shall be 82% of the cost of the lowest priced individual plan offered to unit members. The employee shall make a contribution in an amount equal to the balance of the cost of coverage.
- Upon retirement, the District shall contribute the premium contribution percentage in effect at the time of retirement.

8. School Security Officers: School security officers who have retiree health insurance from another source shall not be entitled to health insurance benefits of any kind.

9. Dual Coverage: As of 11/2/94, no unit employee or retiree may be covered under more than one health insurance plan provided by the District. However, employees covered by dual family coverage prior to 11/2/94 shall receive an annual buy-out in the amount of \$2,500. A bargaining unit employee who is employed by the District prior to 11/2/94 who marries another District employee shall be eligible for an annual buy-out as provided by Section B of this Article.

B. Shared Savings Plan

Each employee, other than school security officers, who have retiree health insurance from another source, who can demonstrate proof of comparable 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 \$1000 per annum if such employee had family or two-person coverage or \$500 per annum if such employee had single coverage. Half of such sums will be paid in February and half in June. Effective 9/20/94, new hourly employees will only be entitled to the \$500 per annum payment.

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.

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.

C. Life Insurance

The Employer shall provide all employees covered by this agreement with a life insurance policy in the sum of \$2,500.00 with double indemnity for accidental death. Such insurance will be discontinued when the employee is covered by a minimum amount of \$2,500.00 in death benefits under the New York State Employees Retirement System.

D. Welfare Trust Fund

The Union Welfare Trust Agreement established for the purpose of providing unit members with benefits such as dental, life, optical, and long-term disability insurance shall be funded by the District at the annual rate of , \$1,575 effective 7/1/22, \$1,625 effective 7/1/23, \$1,675 effective 7/1/24, \$1,725 effective 7/1/25, and \$1,775 effective 7/1/26 ,per full-time and hourly unit member employed as of July 1. Such funding shall occur during each July, except the District shall make pro rata contributions for those employees hired between July 1 and October 1 during each October and pro rata contributions for employees hired after October 1 and through January 1 payable in January each year.



An annual accounting shall be rendered to the District setting forth source and amounts of income received and monies expended. Copies of all policies provided through the trust shall be immediately furnished to the District, together with copies of any amendments thereto.

The District's liability under this clause shall be limited solely to the payments required pursuant to the first paragraph hereof.

E. Section 125 Plan

The District will offer unit members the opportunity to participate in an IRS Code 125 Plan.

ARTICLE 16 - WORK DAY, WORK WEEK

Employees in the classifications covered hereunder are required to perform their duties at various locations and differing working hours. All employees shall be required to personally record all hours worked on a time clock or other device and/or form of the District's choosing. All time shall be calculated by 1/10 of an hour. The record must reflect the employee's arrival time and departure time at any location and may include such details as the nature of the work performed, the location where the work was performed, and/or any other detail to enhance District review of work location. All employees shall be compensated for all on-duty hours, including stand-by time, at the appropriate rate of pay. The hours of employment and conditions of overtime, including overtime pay, are set forth herein for each classification.

On delayed openings or early dismissal days, all full-time bus drivers shall be required to work a school assignment to complete an eight (8) hour day. Additionally, on delayed openings, drivers shall report two (2) hours later, unless otherwise directed by the District.

A. Bus Driver Full-Time 12-Month, Bus Driver 10-Month 1st Shift/2nd Shift, and Bus Driver - Class C 10-Month

The work week is Monday through Friday inclusive. Bus Drivers 10-Month 1st Shift/2nd Shift, and Bus Drivers – Class C10-Month will work 195 days and will increase to 196 days effective 7/01/2023. The work day shall be eight hours, not necessarily consecutive, starting between 5:30 a.m. and 7:00 a.m. and terminating ten hours thereafter with two consecutive hours off during the day, except for Bus Drivers 10-Month 2nd Shift, whose work day shall be eight consecutive hours, starting between 11 a.m. and 12:30 p.m. and terminating eight and one-half hours thereafter, with one-half hour for lunch. For drivers not driving on non-school days during the regular school year, the work day shall start no earlier than 6:00 a.m., terminating eight and one-half hours thereafter, with one half-hour for lunch.

During summer recess, the work day shall be eight hours starting no earlier than 6:00 a.m. and terminating eight and one-half hours thereafter, with one-half hour for lunch. If the driving assignment cannot be completed within the above time frame, the work day will be ten hours with two consecutive hours off.

Bus drivers (12 month) shall bid for summer driving assignments by seniority.

When driving services are not required of drivers assigned to summer driving, they shall be given general assignments through Facilities & Operations.

Those bus drivers not assigned to summer driving assignments shall be given the opportunity to bid on specific building assignments or on general assignments through Facilities & Operations. The District shall determine the number of drivers to be initially assigned to each respective building, and the number

of drivers to be assigned to Facilities & Operations for general assignment.

Where, at any given time, employees less than the number of drivers initially assigned to a building are required for that building, the employees assigned to such building shall be the drivers initially assigned to work in such building (depending on the number needed), according to seniority. Except as set forth in the following paragraph, if the number of employees needed to work in such building again increases, the drivers initially assigned to such building shall be reassigned to it by seniority. Where a driver is not needed in the building of initial assignment, the District shall have the right to place such driver in other assignments on an as-needed basis, with the right of return to the initial building in accordance with the foregoing.

Where employees on general assignment to Facilities & Operations are given general assignment work (as determined by past practice) in a specific building, such presence shall not be deemed to increase the number of employees assigned to such building for the purposes of the preceding paragraph.

The District shall have the right to assign summer casual workers on an as-needed basis except as limited by the foregoing.

Overtime will be paid for all hours worked in excess of eight hours a day for all bus drivers or for all hours worked after 5:00 p.m. except for Bus Drivers 10-Month 2nd Shift. For Bus Drivers 10-month 2nd Shift, overtime will be paid for all hours worked in excess of eight hours a day or for all hours worked after 9:00 p.m. Saturdays, Sundays, and Holidays are considered as overtime. Overtime shall be paid at 150% of the hourly rate of pay, such hourly rate to be determined by dividing the regular annual salary by 2,080 for 12-Month Full-Time Bus Drivers and by 1,560 for 10-Month Full-Time Bus Drivers or Bus Drivers– Class C.

B. Automotive Mechanic (Days/Nights), Automotive Mechanic Helper (Days/Nights)

The work week is Monday through Friday inclusive. The work day shall be eight consecutive hours with the first shift starting between 5:30 a.m. and 7:00 a.m. and with the second shift starting no later than 3:00 p.m., terminating eight and one-half hours thereafter, with one-half hour off for lunch. During July and August, automotive mechanics assigned to the evening shift shall work from 12:00 p.m. to 8:30 p.m.

Overtime will be paid for all hours worked in excess of eight hours a day. Saturdays, Sundays, and Holidays are considered as overtime. Overtime shall be paid at 150% of the hourly rate of pay, such hourly rate to be determined by dividing the regular annual salary by 2,080. Any mechanic called for snow plowing outside of their regular work schedule shall receive one hour of travel time at the overtime rate.

C. Bus Driver Hourly, Bus Driver Hourly – Class C(25/30 hours/week/ 10 months/ 195 days, effective 7/01/2023 196 days)

The work week is Monday through Friday, inclusive of days when school is in session. The work day shall be five hours or more but no more than six hours per day, not necessarily consecutive, starting no earlier than 5:30 a.m. (subject to Article 3, Section K). The sixth, seventh, and eighth hours, if worked, will be reimbursed at the regular rate of pay.

Overtime will be paid for all hours worked in excess of eight hours a day. Saturdays, Sundays, and Holidays are considered as overtime. Overtime shall be paid at 150% of the hourly rate of pay, such hourly rate to be determined by dividing the regular annual salary by 975 (5-hour) or 1,070 (6-hour).



Unit members shall be required to work eight (8) hours on one Superintendent Conference Day each year, as designated by the District, for professional development.

D. Groundskeeper, Maintenance Carpenter/Electrician/Mechanic/Plumber 1st Shift/2nd Shift, School Courier

The work week is Monday through Friday inclusive. The work day shall be eight consecutive hours with the first shift starting between 6:00 a.m. and 8:00 a.m. and terminating eight and one-half hours thereafter and with the second shift starting no later than 3:00 p.m., with one-half hour off for lunch. The work day shall be 7:00 am through 3:30 p.m., inclusive of the half-hour lunch break when neither teachers nor students are in session.

Overtime will be paid for all hours worked in excess of eight hours a day. Saturdays, Sundays, and Holidays are considered overtime. Overtime shall be paid at 150% of the hourly rate of pay, such hourly rate to be determined by dividing the regular annual salary by 2,080.

Any groundskeeper or mechanic called for snow plowing outside of their regular work schedule shall receive one hour of travel time at the overtime rate.

E. School Courier (10 months/ 195 days, effective 7/01/2023 196 days)

The work week is Monday through Friday inclusive. On days when school is in session, the work day shall be eight consecutive hours starting between 6:00 a.m. and 8:00 a.m. and terminating eight and one-half hours thereafter, with one-half hour off for lunch.

Overtime will be paid for all hours worked in excess of eight hours a day. Saturdays, Sundays, and Holidays are considered as overtime. Overtime shall be paid at 150% of the hourly rate of pay, such hourly rate to be determined by dividing the regular annual salary by 975.

F. Custodian-in-Charge, Custodian, Head Custodian

The work week is Monday through Friday inclusive. The work day shall be as follows:

Shift 1: Starting between 6:00 a.m. and 8:00 a.m. and terminating eight and one-half hours thereafter, with one-half hour off for a meal break.

Shift 2: Starting between 10:30 a.m. and 12:00 p.m. and terminating eight and one-half hours thereafter, with one-half hour off for a meal break.

Shift 3: Starting between 1:00 p.m. and 3:00 p.m. and terminating eight and one-half hours thereafter, with one-half hour off for a meal break.

Shift 4: Tuesday through Saturday work schedule during the school year. Starting time Tuesday through Friday between 1:00pm and 3:00pm and terminating eight and one-half hours thereafter, with one-half hour off for a meal break. The Saturday shift may not necessarily coincide with the employee's Tuesday through Friday work schedule and overtime will be paid only for hours worked in excess of eight hours. While the work schedule shall be set upon the employee's hire, upon thirty (30) days' notice the District may switch the employee to a third-shift work schedule. The summer work schedule shall be Monday through Friday. Additionally, the contract language below, relative to the change in shifts upon 30 days' notice, shall remain in effect. Third-shift positions that become vacant may be posted as fourth-shift positions.

On non-school days when it is not a required work day for teachers, all shifts will work from 7:00 a.m. to 3:30 p.m., except for the two high schools where one third-shift custodian in each school will work from 8:00 a.m. to 4:30 p.m. The custodian assigned to the District Office shall work his/her normal hours.

On non-school days, due to school cancellations, the first shift custodians shall work their regular day. The Head (or first-shift) Custodian will notify second-shift and third-shift custodians of the closing as soon as possible. The second and third shifts shall report to work between 7:00 a.m. and 9:00 a.m. and shall work eight- and one-half hours. The custodian assigned to the District Office shall work his/her normal hours. Facilities & Operations will notify the Head (or first-shift) Custodian(s) as well as the Floater and District Office custodians.

Effective through February 26, 2023: During July and August, all custodians will work from 7:00 a.m. to 3:30 p.m., except for at the two high schools, where one third-shift or one fourth-shift custodian, whoever is least senior, in each school will work from 8:00 a.m. to 4:30 p.m. During the last two weeks of August, one custodian in each of the secondary schools will work 1:00 p.m. to 9:30 p.m. The District will first seek volunteers, and if there are none, the least senior custodian in each building will be assigned to the 1:00 p.m. to 9:30 p.m. shift. The custodian assigned to the District Office shall work his/her normal hours during July and August.

Effective February 27, 2023:

During July and August, all custodians will work from 7:00 a.m. to 3:30 p.m., except for at the two junior high schools and two high schools, where one third-shift or one fourth-shift custodian, whoever is least senior, in each school will work from 8:00 a.m. to 4:30 p.m. On the first day of fall sports practices one custodian in each of the two junior high schools and two high schools will work 1:00 p.m. to 9:30 p.m. The District will first seek volunteers, and if there are none, the least senior custodian in each building will be assigned to the 1:00 p.m. to 9:30 p.m. shift. The custodian assigned to the District Office shall work his/her normal hours during July and August

Unless mutually agreed to by the Employer, employee, and Union, or except in the case of emergency, once the school day starting time is established for an employee at a given location for shifts 1, 2, and 3, it shall remain unchanged, except upon annual review for just cause. Where an employee's starting time is to be changed pursuant to this clause, it shall be done upon 45 days notice. The District will complete its annual review, and if necessary provide notice of any changes in shift starting times due to just cause during the period of July 1st through the second Friday in October. Starting time, within the window, may be set by the District when a vacancy is filled. The 45 days' notice provision above will apply to any change in start time. This procedure shall not be deemed to change the current practice that has been in effect in the District for covering absenteeism within a building.

Overtime will be paid for all hours worked in excess of eight hours a day. Saturdays, Sundays, and Holidays are considered overtime. Work assignments commencing on Saturdays, Sundays, and Holidays are considered as overtime from inception of such work.

G. School Security Officer (25/30 hours/week/ 10 months/ 195 days, effective 7/01/2023 196 days)

The work week is Monday through Friday inclusive of days when school is in session. Through the 2014-15 school year, the work day shall be six consecutive hours, terminating six hours thereafter, and shall include a 15-minute break. The seventh and eighth hours, if worked, will be reimbursed at the regular rate of pay.

School security officers employed as of 6/30/15 who are subject to a calendar year earnings limitation as retirees from a New York State public retirement system may choose to reduce from a 30-hour work week to a 25-hour work week effective with the 2015-16 school year. School security officers who choose such reduction shall notify the District no later than 6/30/15 and shall have no guarantee of returning to a 30-hour work week when he/she is no longer subject to such earnings limitation, with such return solely at the discretion of the District.



The designation of a 25-hour or 30-hour work week for school security officers hired after 6/30/15 will be at the discretion of the District. For school security officers employed under the 25-hour work week option, the work day shall be five consecutive hours, terminating five hours thereafter, and shall include a 15-minute break. The sixth, seventh, and eighth hours, if worked, will be reimbursed at the regular rate of pay.

Overtime will be paid for all hours worked in excess of eight hours a day. Saturdays, Sundays, and Holidays are considered overtime. Overtime rate of pay will be 150% of the hourly rate.

ARTICLE 17 - WAGES

A. Salary Schedule

Effective July 1, 2022, the salary schedules shall be increased by 5.25%.

***For hourly bus drivers – New Schedule in lieu of across the board increase:**

Step 1	\$27,105
Step 2	\$28,593
Step 3	\$30,211
Step 4	\$32,017

Effective July 1, 2023, the salary schedules shall be increased by 4.50%.

Effective July 1, 2024, the salary schedules shall be increased by 4.50%.

Effective July 1, 2025, the salary schedules shall be increased by 4.25%.

Effective July 1, 2026, the salary schedules shall be increased by 4.25%.

All employees hereunder shall receive the annual wages shown on the attached salary schedule, annexed hereto as Appendix A.

B. Step Movement

All eligible employees hired before July 1, 1990 will move one step on July 1 during each year of the agreement.

Subsequent to June 30, 1990, employees hired between July 1 and December 31 shall be moved to the next step on July 1 of the following year. Employees hired between January 1 and June 30 shall be moved to the next step on the following January 1. Thereafter, the employee shall move to each subsequent step one year following the initial move.

For employees hired after December 3, 2007 through February 27, 2012, those hired between July 1 and December 31 shall be moved to the next step on the second July 1 following their date of hire and those hired between January 1 and June 30 shall be moved to the next step on the second January 1 following their date of hire. Thereafter, the employee shall move to each subsequent step one year following the initial move.

Effective after 2/27/12, employees hired between July 1 and December 31 shall be moved to the next step on the second July 1 following their date of hire and those hired between January 1 and June 30 shall be moved to the next step on the second January 1 following their date of hire. Thereafter, the employee shall move to each subsequent step two years following the initial move.

C. Full-Time Work Week

All full-time employees shall work a minimum of forty hours per week, and in the event the Employer is unable to provide work for at least forty hours in any given week, the employee shall be paid his usual and regular amount of pay for working a forty-hour week.

D. Work Year – 10-Month Employees

The work year for 10-month employees shall consist of the following:

- 3 work days prior to the first student day for selection of runs, safety meetings, & pre-student trial runs
- *
179 additional work days during school calendar
- 14 paid holidays
- 196 days total

In the event the District does not require the employee's presence for a full day on one or more of the above days, there shall be no diminution in the annual pay.

Any time worked over and above the 196 days will be paid on a per diem basis (minimum of 3 hours on the 197th day). Ten-month employees will be notified by the District by the close of the prior school year of the three days to report prior to the first student day.

* Ten-month employees other than bus drivers shall be assigned as directed by their respective supervisors on the above-mentioned days or as otherwise agreed.

E. Calculation of Hourly Employee Rate

The hourly rate for Hourly employees shall be calculated by dividing the annual salary by 975 hours (5 hours x 195 days).

F. Classification Change

Unit members who change job classifications during the life of this agreement shall not change salary schedule step as a result of classification change

G. Custodian Out-of-Classification Head Custodian Pay

A custodian who either: (a) fills a head custodian vacancy, or (b) works out of classification for a head custodian, for a cumulative period of at least 15 consecutive work days shall be eligible for out-of-classification pay. The selection of the custodian who is to perform the head custodian duties shall be at the sole discretion of the District. It is not the intent of the District to rotate custodians working out of classification in order to avoid payment of out-of-classification pay. Out-of-classification pay shall be retroactive to the first consecutive day the designated custodian performed the duties of the head custodian. A custodian whose 15 consecutive work days are interrupted by a single day of absence shall not be disqualified from receipt of the out-of-classification pay. Any absence beyond a single day during the 15-day period shall restart a new 15-day period of qualification. No out-of-classification pay shall be made for periods the custodian uses leave credits. The custodian shall be placed at the same step on the salary schedule that he/she occupies as a custodian. Nothing herein shall require the District to maintain a head custodian in each building or require the District to have a custodian work out of classification when there is a head custodian vacancy or when there is an extended absence of a head custodian. This

agreement shall be consistent with the provisions of New York State Civil Service Law.

ARTICLE 18 - DESCRIPTION OF DEPARTMENT SUPERVISOR

In order to assure an orderly understanding of the authority of supervisors for job assignments and instructions, the School Board shall designate by name those persons with such authority in each department and post notice of such designations in each department.

ARTICLE 19 - ADOPTION OF BY-LAWS

It is understood and agreed that any benefits provided for the employees hereunder in the by-laws of the Wappingers Central School District, currently in effect and as revised from time to time, that are greater than those contained herein or any greater benefits subsequently adopted and put into effect shall be extended to all employees covered in this agreement.

ARTICLE 20 - LONGEVITY INCREMENTS

Full-time employees shall be entitled to the payment of longevity increments in addition to the normal annual pay at the commencement of ten years of service, fifteen years of service, twenty years of service and twenty-five years of service. Payment shall commence on July 1 of each school year and shall be \$1,042 effective 7/1/21. The increments shall increase to \$1,097 effective 7/1/22, \$1,146 effective 7/1/23, \$1,198 effective 7/1/24, \$1,249 effective 7/1/25, and \$1,302 effective 7/1/26.

In accordance with past practice, service credit for longevity shall be based on full-time service only.

ARTICLE 21 - WORKERS' COMPENSATION PAYMENT

A. Employees covered hereunder 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 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.

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

B. An employee on workers' compensation must use all available sick, personal, and vacation time. The District shall continue to pay the health insurance premiums for three months subsequent to the full use of such time.

ARTICLE 22 - OVERTIME

A. Overtime for Bus Drivers

The following procedure will apply to driving assignments on overtime for Full-Time and Hourly Bus Drivers and Bus Drivers -Class C.

The school year beginning in September will be divided into three overtime periods. First period, September, October, November; second period, December, January, February; third period, March, April, May and June. Such periods may be altered by mutual consent of the parties in order to best effectuate the purpose and intent of this clause.



One week prior to the beginning of each period, drivers will make their interest in working overtime known by signing a form mutually agreed upon by the Union and the District for the purpose of establishing an overtime list. Only listees shall initially be offered the overtime. The list shall indicate the time involved, if the driver could not be contacted, or whether the driver accepted or declined the assignment. If the overtime was declined, the list shall indicate the number of hours declined and such hours shall be included in computing for equalization purposes. There shall be a separate seniority list and assignment for emergency overtime. Overtime for the drivers who work on an emergency basis will not be part of their regular periodic overtime equalization.

The number of hours accumulated by those Bus Drivers and Bus Drivers – Class Con overtime will be equalized to within 20% of the highest number of hours worked by any one driver during each of these periods. Should an employee sign up for overtime and not participate 50% or more of the time, that employee will not be allowed to participate in overtime during the next period.

The overtime for drivers responsible for run assignments shall not be considered in the equalization of overtime. All overtime hours of any kind worked by Bus Drivers and Bus Drivers - Class C

All overtime assignments for Bus Drivers will be made on a seniority basis.

The amount of overtime and the number of vehicles to be used in an overtime situation shall be the prerogative of the District.

The Union and the District will meet during the second week of each period to resolve the equalization of overtime for the preceding period.

Compensatory time shall not be given in lieu of overtime hours worked.

A new run will be considered to have commenced each time a driver departs from the school with a different group of students.

If regularly scheduled runs are established after annual selection, they will be assigned by reverse order of seniority in the event they are not voluntarily selected by normal seniority.

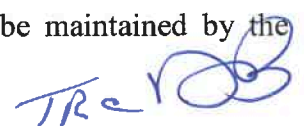
Such overtime will be computed in quarter-hour segments and the District shall pay for each quarter hour or portion thereof worked by the employee at the overtime rate. For purposes of this paragraph, any portion of a quarter hour will be paid as a full quarter hour.

The Bus Driver Representative shall be responsible for the assignment of overtime amongst those drivers who have indicated interest. For overtime purposes only, the Bus Driver Representative shall be placed on the 10 and 12-month driver overtime list by his/her seniority date. The Bus Driver Representative shall be entitled to one additional overtime run assignment per pay period outside of the overtime rotation.

B. Overtime Record Keeping

The WFW representative in charge of overtime records and assignments shall be responsible for the periodic overtime calculations necessary to equalize overtime assignments during the equalization period. The overtime records and assignments necessary to cover assigned runs on a regular basis will be made available to the District Transportation Department on a monthly basis with periodic meetings when necessary. The time necessary to perform these responsibilities shall be not less than three and three-quarter (3 $\frac{3}{4}$) hours during the school year and one (1) hour per week during the summer recess.

The official records of the overtime assignments and equalization charts shall be maintained by the



District Transportation Department.

C. General Overtime

Overtime shall be rotated equitably within the employee's job classification by location and by seniority. If the overtime worked requires specific qualifications (to the extent that such qualifications are necessary as it applies to each employee assigned to the job), only those employees so qualified to perform such work will be allowed the overtime. When the classification list is exhausted for the purpose of assigning overtime, any qualified employee may be assigned overtime on a seniority basis.

An employee specifically called in to perform overtime work shall be paid a minimum of two (2) hours overtime pay. An employee who performs overtime work as a continuation of his regular working hours shall be paid at overtime rates only for the overtime hours actually worked, either in accordance with Article 22, Section A, or in accordance with current practice for all other employees.

All overtime of any kind worked by an employee will be counted for equalization purposes.

D. Overtime for Custodians

The Director of Facilities or their designee shall determine when overtime is necessary and when it shall be scheduled. Head Custodians shall be responsible for assigning overtime for Custodians in their respective buildings. The procedure for the assignment of overtime shall be as follows:

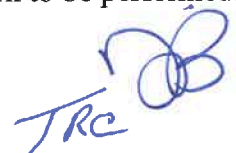
- **Weekday Custodial Coverage:**
 - In the event the Head Custodian needs to cover an eight (8) hour shift, the Head Custodian shall first offer two (2), four (4) hour shifts using the building seniority list.
 - In the event there are not enough building custodians to cover the overtime, the Head Custodian shall notify the Union Representative to offer the overtime using the outside overtime list. The same procedures as set forth above shall be followed (i.e. offering four hours first, two hours second, etc.)
 - The Head Custodian or the Union Representative shall be required to send an email to the Supervisor in advance of the overtime being worked, indicating which Custodians are working and what hours are being worked.
- **Weekend, Holidays, and Snow Removal:**
 - The Director or his designee shall communicate the number of approved Custodians and number of approved overtime hours for each event/task to the Head Custodian, who shall be responsible for assigning the overtime based on the building seniority list.

ARTICLE 23 - EQUIPMENT COMPENSATION AND FACILITIES

A. Safety Shoes

The Employer agrees to pay up to \$150.00 per year, toward the cost of two pairs of steel-toed safety shoes or composite toe boots to all Automotive Mechanics, Groundskeepers, and Maintenance Carpenters/Electricians/ Mechanics/Plumbers, upon showing of such shoes and a current paid receipt. This payment shall increase to \$200.00 per year effective February 27, 2023.

The wearing of such shoes may be required by the District where appropriate to the work to be performed.



B. Tool Allowance

Commencing July 1 after completion of the first anniversary date and annually thereafter, Automotive Mechanics shall be paid a tool allowance not to exceed \$750, on a voucher basis for tools that the employee has purchased from stores mutually designated by the District and the Union. This stipend will cover only those tools that are required and approved for the job and are not otherwise provided by the District.

C. Facilities

The Employer agrees to furnish heat for all garage repair areas. The Employer agrees to furnish sanitary facilities and to heat same at all garages.

ARTICLE 24 - LEGISLATIVE ACTION

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 25 - DURATION CLAUSE

This agreement shall continue in effect until June 30, 2027 and from year to year thereafter and such modifications and amendments made in accordance with the terms of the agreement shall be subject to the approval of the voters of the School District each fiscal year, when required.

The parties agree to conduct meetings for the purpose of collective bargaining during the period of one hundred twenty days prior to the fiscal budget year 2026-2027 or to any fiscal budget year thereafter for the purpose of attempting to mutually agree upon amendments to this agreement. The fiscal year runs from July 1 to June 30.

ARTICLE 26 - MISCELLANEOUS

A. "Days" Defined

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

B. No Discrimination

There shall be no discrimination in hiring or in conditions of employment based upon race, religion, color, age, sex, creed, national origin, or Union activities. The District agrees that this obligation includes, but is not limited to, the following: Hiring, placement, upgrading, transfer, demotion, recruitment, advertising or solicitation for employment, and treatment during employment. The Union shall not discriminate against any employee who has not joined the Union to the extent such discrimination is prohibited by law.

C. Drug Testing Program - See Appendix B

The Wappingers Central School District and the Wappingers Union of Transit, Custodial, & Maintenance Workers have ratified the above Agreement and such ratification is verified by the signatures appearing below.


Handwritten signature in blue ink, appearing to be a stylized 'B' or similar character, with the initials 'TRC' written below it.

FOR THE UNION

FOR THE DISTRICT



President, Wappingers Federation of Workers



Superintendent of Schools



Vice President, Wappingers Federation of Workers



Vice President, Wappingers Federation of Workers



**APPENDIX A - WFW SALARY SCHEDULES
2022-23 THROUGH 2026-27**

2022-23 WFW Salary Schedule													5.25%									
Step	Auto Mech	Auto Mech Nights	Auto Mech Helper Nights	Bus Driver 12-Month	Bus Driver 10-Month	Bus Driver 10-Month 5 Hrs/Day	Bus Driver 10-Month Hourly	Custodian 1st/2nd Shift	Custodian 3rd/4th Shift	Cust-in-Chg Secondary 3rd Shift	Grounds-keeper	Head Cust Small Elem	Head Cust Large Elem & Secondary	Maint Carpenter/Electrician/Plumber 1st Shift	Maint Carpenter/Electrician/Plumber 2nd Shift	Maint Mechanic 1st Shift	Maint Mechanic 2nd Shift	School Courier 12-Month	School Courier 10-Month	School Security Officer Hourly	School Security Officer Hourly 6 Hrs/Day	
1	57,775	62,150	57,443	53,024	39,383	27,105	55,068	55,743	66,815	60,090	57,775	58,304	61,219	61,747	53,558	39,383	30,060	36,073				
2	61,219	65,858	60,894	56,738	41,721	28,593	58,393	59,055	60,198	63,014	63,543	64,883	65,393	60,122	44,200							
3	64,881	69,524	64,488	59,524	44,200	30,211	61,881	62,572	63,783	66,882	67,198	68,336	69,122	46,834								
4	68,735	73,938	68,333	63,068	48,834	32,017	65,543	66,303	67,584	70,528	71,058	72,378	73,201	48,834								

2023-24 WFW Salary Schedule													4.50%									
Step	Auto Mech	Auto Mech Nights	Auto Mech Helper Nights	Bus Driver 12-Month	Bus Driver 10-Month	Bus Driver 10-Month 5 Hrs/Day	Bus Driver 10-Month Hourly	Custodian 1st/2nd Shift	Custodian 3rd/4th Shift	Cust-in-Chg Secondary 3rd Shift	Grounds-keeper	Head Cust Small Elem	Head Cust Large Elem & Secondary	Maint Carpenter/Electrician/Plumber 1st Shift	Maint Carpenter/Electrician/Plumber 2nd Shift	Maint Mechanic 1st Shift	Maint Mechanic 2nd Shift	School Courier 12-Month	School Courier 10-Month	School Security Officer Hourly	School Security Officer Hourly 6 Hrs/Day	
1	60,375	64,947	60,028	55,410	41,368	28,470	57,546	58,251	59,372	62,251	62,803	63,974	64,528	55,968	41,368							
2	63,974	68,822	63,603	58,706	43,822	30,093	60,846	61,712	62,905	65,850	66,402	67,582	68,336	48,248								
3	67,800	72,915	67,390	62,203	46,428	31,732	63,341	64,645	66,053	69,062	70,211	71,828	72,378	48,163								
4	71,828	77,263	71,408	65,908	48,163	33,620	66,042	67,625	69,287	73,703	74,254	75,080	75,635	48,163								

2024-25 WFW Salary Schedule													4.50%									
Step	Auto Mech	Auto Mech Nights	Auto Mech Helper Nights	Bus Driver 12-Month	Bus Driver 10-Month	Bus Driver 10-Month 5 Hrs/Day	Bus Driver 10-Month Hourly	Custodian 1st/2nd Shift	Custodian 3rd/4th Shift	Cust-in-Chg Secondary 3rd Shift	Grounds-keeper	Head Cust Small Elem	Head Cust Large Elem & Secondary	Maint Carpenter/Electrician/Plumber 1st Shift	Maint Carpenter/Electrician/Plumber 2nd Shift	Maint Mechanic 1st Shift	Maint Mechanic 2nd Shift	School Courier 12-Month	School Courier 10-Month	School Security Officer Hourly	School Security Officer Hourly 6 Hrs/Day	
1	63,092	67,870	62,729	57,903	43,227	29,751	60,138	60,872	62,044	65,052	65,629	66,853	67,430	45,704								
2	66,853	71,919	66,485	61,348	45,794	31,384	63,584	64,489	65,736	68,813	69,390	70,832	71,411	45,704								
3	70,830	76,198	70,423	65,002	48,515	33,190	67,238	68,300	69,652	72,797	73,370	75,080	75,635	45,704								
4	75,080	80,740	74,821	68,872	51,407	35,142	71,104	72,405	73,803	77,020	77,595	79,688	80,263	45,704								

2025-26 WFW Salary Schedule													4.25%									
Step	Auto Mech	Auto Mech Nights	Auto Mech Helper Nights	Bus Driver 12-Month	Bus Driver 10-Month	Bus Driver 10-Month 5 Hrs/Day	Bus Driver 10-Month Hourly	Custodian 1st/2nd Shift	Custodian 3rd/4th Shift	Cust-in-Chg Secondary 3rd Shift	Grounds-keeper	Head Cust Small Elem	Head Cust Large Elem & Secondary	Maint Carpenter/Electrician/Plumber 1st Shift	Maint Carpenter/Electrician/Plumber 2nd Shift	Maint Mechanic 1st Shift	Maint Mechanic 2nd Shift	School Courier 12-Month	School Courier 10-Month	School Security Officer Hourly	School Security Officer Hourly 6 Hrs/Day	
1	65,773	70,754	65,395	60,384	45,064	31,015	62,692	63,459	64,981	67,817	68,418	69,773	70,298	45,064								
2	69,894	74,976	69,290	63,955	47,740	32,718	66,286	67,230	68,530	71,338	72,339	73,884	74,446	45,064								
3	73,940	79,434	73,416	67,765	50,577	34,589	70,084	71,234	72,612	75,891	76,489	78,250	78,849	45,064								
4	78,250	84,171	77,792	71,999	53,592	36,636	74,126	75,482	76,940	80,293	80,893	82,525	83,124	45,064								

2026-27 WFW Salary Schedule													4.25%									
Step	Auto Mech	Auto Mech Nights	Auto Mech Helper Nights	Bus Driver 12-Month	Bus Driver 10-Month	Bus Driver 10-Month 5 Hrs/Day	Bus Driver 10-Month Hourly	Custodian 1st/2nd Shift	Custodian 3rd/4th Shift	Cust-in-Chg Secondary 3rd Shift	Grounds-keeper	Head Cust Small Elem	Head Cust Large Elem & Secondary	Maint Carpenter/Electrician/Plumber 1st Shift	Maint Carpenter/Electrician/Plumber 2nd Shift	Maint Mechanic 1st Shift	Maint Mechanic 2nd Shift	School Courier 12-Month	School Courier 10-Month	School Security Officer Hourly	School Security Officer Hourly 6 Hrs/Day	
1	68,568	73,761	68,174	62,929	46,979	32,333	65,356	66,156	67,430	70,689	71,326	72,856	73,284	46,979								
2	72,656	78,162	72,235	66,890	49,769	34,109	68,103	70,087	71,443	74,797	75,413	77,056	77,610	46,979								
3	76,978	82,810	76,538	70,845	52,727	36,038	73,073	74,281	75,688	79,116	79,739	81,576	82,200	46,979								
4	81,576	87,748	81,088	74,850	55,879	38,193	77,278	78,680	80,210	83,705	84,331	85,976	86,607	46,979								

APPENDIX B - DRUG TESTING PROGRAM

The Wappingers Federation of Workers (WFW) recognizes the right of the Wappingers Central School District (District) to conduct urine tests on unit members. The District recognizes the right of the WFW to negotiate the procedures by which said tests will be taken. The District and the WFW have mutually agreed on the following drug testing program.

- A. Any employee required to take a physical examination as a condition of their employment or as per the requirements of Education Law 913 shall, at the time of said physical examination, submit to a urine test for the purpose of detecting illegal substances in the system, (i.e., cannabinoids, cocaine, etc.).
- B. The District may conduct unannounced urine testing on any unit member. In cases of members other than bus drivers, suspicion shall be based on the confirming observations of two or more supervisors. No employee may be tested more than three (3) times in any given year and provided further that any drug tests conducted pursuant to paragraph A above shall be counted toward the annual testing limitation except where such test is made pursuant to initial employment in the District. A WFW representative shall be contacted prior to taking an employee for a drug test.
- C. All urine tests are to be done in a Doctor's office or medical lab designated by the District. Testing will be done during the employee's work day or overtime assignment. Any unit member being tested shall have the right to an independent test on the same day from a lab or Doctor of his/her choice without loss of pay. Copies of test results shall be sent to the unit member and the Superintendent of Schools.
- D. The positive test results on the initial urine analysis will warrant suspension with pay until further analysis can be completed. If results of further tests are definitive and positive, such will be grounds for termination.
- E. The District will not entertain any additional negotiated agreements concerning employees who test positive, other than resignation in lieu of charges.
- F. Any unit member refusing a required urine test shall be suspended pending the compliance of said request. Compliance must be within five working days. Any refusal to comply with the required urine test shall be grounds for dismissal.
- G. All expenses associated with a required urine test will be borne by the District.

TRC RB



Book	WCSD Policy Manual
Section	8000 Support Services
Title	Alcohol and Drug Testing of Drivers
Code	8414.5
Status	Active
Adopted	February 7, 2022

The Board of Education recognizes the dangers inherent in alcohol and controlled substance use by employees especially those in safety-sensitive positions. To ensure the safety of its students and to comply with federal and state law, the Board requires alcohol and controlled substance testing of certain district employees, mainly "drivers" and any other employee who is subject to such testing, in accordance with federal and state law.

A "driver" includes any person who holds the title of "Bus Driver" or "Head Bus Driver", or who operates a commercial motor vehicle. This includes, but is not limited to: Full time, regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent owner-operator contractors.

Testing Responsibilities

The district will directly, by contract, or through a consortium, implement and conduct a program to provide alcohol and controlled substance testing of employees who hold the title of "Bus Driver" or "Head Bus Driver", or who operate a commercial motor vehicle, perform in a safety-sensitive position, and are required to hold a commercial driver's license. Such employees include:

1. drivers of vehicles designed to transport 16 or more passengers, including the driver;
2. drivers of commercial motor vehicles whose manufacturer's rating is 26,001 lbs. or more; or
3. any other employee who may drive or service a listed vehicle (e.g. a mechanic who performs test drives, repairs, inspects, or loads or unloads a listed vehicle).

Controlled substance and alcohol tests will be conducted at the time of employment and randomly throughout the school year. In addition, testing will be conducted when a supervisor has a reasonable suspicion that an employee has engaged in prohibited alcohol or controlled substance use; after certain accidents; prior to return to duty when the employee has been found to violate district policy and federal regulations; and after the employee's return to duty.

Driving Prohibition

In accordance with federal and state law, a driver may not drive if the driver:

1. possesses, consumes or is reasonably believed to possess or have consumed alcohol or a controlled substance, while on duty;
2. uses or is under the influence of alcohol or a controlled substance within eight hours or less before duty;
3. has an alcohol concentration of 0.02 or higher, or tests positive for a controlled substance; or
4. refuses to take a required alcohol or controlled substance test.

Also, no driver will use alcohol after being involved in an accident in which there was a fatality or in which the driver was cited for a moving violation and a vehicle was towed from the scene or an injury was treated away from the scene until the driver has been tested or 8 hours have passed, whichever occurs first.

Enforcement of Driving Prohibitions

A handwritten signature in blue ink, appearing to read 'TAC' followed by a stylized flourish.

The District will not require or permit employees to be on duty or operate a listed vehicle or school bus, if it appears that they have consumed a drug/controlled substance or alcohol within the preceding eight hours. This will be based on the person's general appearance, conduct, or other substantiating evidence.

Response to Positive Testing Results

Any employee who is tested and found to have an alcohol concentration of at least 0.02, but less than 0.04, will be removed from the position until the employee's next regularly scheduled duty period, but not less than 24 hours following administration of the test. Any employee found to have violated this requirement may be disciplined in accordance with the provisions of the applicable collective bargaining agreement, district policy, and/or law.

If a driver has an alcohol concentration of 0.04 or greater, or has engaged in prohibited alcohol or controlled substance use, the employee will be removed from driving duties, and referred to a substance abuse professional. The employee may be required to complete a treatment program and/or be disciplined pursuant to district policy and/or collective bargaining agreement. No driver who has abused controlled substances and/or alcohol may return to duty unless the driver has successfully passed a required return to duty test. Thereafter, the driver will be subject to follow-up testing.

Policy Distribution

The Superintendent of Schools will ensure that a copy of this policy, the district's policy on misuse of alcohol and use of controlled substances, information on alcohol and drug abuse and treatment resources and any other information prescribed by federal regulations is provided to all drivers prior to the initiation of the testing program and to each driver subsequently hired or transferred to a position subject to testing.

Cross-ref: 8414.1, Bus Driver Qualifications and Training
9320, Drug-Free Workplace
9610, Staff Substance Abuse

Ref: Omnibus Transportation Employee Testing Act of 1991, 49 U.S.C. §§31136; 31306
49 U.S.C. §521(b)
49 CFR Part 391 (Qualifications/Disqualifications)
49 CFR Part 382 (Drug and Alcohol Testing Requirements)
49 CFR Part 40 (Testing Procedures)
49 CFR §395.2 (On-duty time defined)
Vehicle and Traffic Law §§509-g; 509-l; 1192; 1193
Will v. Frontier CSD Bd. of Educ., 97 N.Y.2d 690 (2002)



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Book	WCSD Policy Manual
Section	8000 Support Services
Title	Alcohol and Drug Testing of Drivers Regulation
Code	8414.5-R
Status	Active
Last Revised	February 7, 2022

Any employee who holds the title of "Bus Driver" or "Head Bus Driver" or who operates a commercial motor vehicle or holds a commercial driver's license ("CDL") and performs or is ready to perform a safety-sensitive function will be subject to alcohol and controlled substance testing. An employee having any questions concerning the district's policy or regulation, state law or the federal regulations will contact the Superintendent of Schools.

Any treatment, rehabilitation program or discipline will be provided in accordance with district policy and/or collective bargaining agreements and any applicable state and federal laws and regulations.

I. Covered Employees

Covered employees include district employees who hold the title of "Bus Driver" or "Head Bus Driver" or who operate a commercial motor vehicle, perform or ready to perform a safety-sensitive function, and are required to obtain a commercial driver's license. Such employees include:

1. drivers of vehicles designed to transport 16 or more passengers, including the driver;
2. drivers of commercial motor vehicles whose manufacturer's rating is 26,001 lbs. or more; or
3. any other employee who may drive, service or inspects a listed vehicle (e.g., a mechanic who performs test drives, repairs, inspects or loads or unloads a listed vehicle).

Such employees include, but are not limited to full time, regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent, owner-operator contractors who are either directly employed or under lease to an employer or who operate a commercial motor vehicle at the direction or with the consent of the district.

Drivers will be removed from their safety-sensitive functions if they violate the district's policy or federal regulations pertaining to the possession or consumption of alcohol or controlled substances. A driver is performing a safety-sensitive function when:

1. waiting to be dispatched, unless the driver has been relieved from duty;
2. inspecting, servicing or conditioning any commercial motor vehicle;
3. driving a commercial motor vehicle;
4. attending a vehicle being loaded or unloaded;
5. performing the driver requirements of the federal regulations pertaining to accidents;
6. attending to a disabled vehicle ; and
7. as defined in 49 CFR Section 328.107 of the Federal Regulations.

Covered employees are required to be in compliance with district policy and regulation:

- when performing any on-duty safety-sensitive functions, including all time from the time a driver begins to work or is required to be in readiness to work until the time the driver is relieved from work and all responsibility; and
- during all time spent providing a breath sample, saliva sample or urine specimen and travel time to and from the collection site in order to comply with random, reasonable suspicion, post-accident, return-to-duty or follow-up testing.

II. Prohibitions and Consequences

TRC A handwritten signature in blue ink, appearing to be 'TRC' followed by a stylized signature.

The Supervisor of Transportation or designee will prohibit an employee from driving a listed vehicle or performing other safety-sensitive duties if the employee:

1. possesses, consumes or is reasonably believed to possess or have consumed alcohol or a controlled substance, while on duty;
2. has consumed or is under the influence of alcohol or a controlled substance within six hours before duty;
3. has an alcohol concentration of 0.02 or higher, or tests positive for controlled substances; or
4. refuses to take a required alcohol or controlled substance test. Refusal to submit will mean the failure to provide adequate breath or urine without a valid medical explanation, receipt of verified adulterated or substituted drug test result, or to engage in conduct that clearly obstructs the testing process, such as a failure to arrive for the drug testing or failure to sign the alcohol testing form prior to specimen collection.

An employee is prohibited from consuming alcohol within eight hours after being involved in an accident, or before undergoing a post-accident test, if such a test is required. Illegal drug use by drivers is prohibited on or off duty.

Any employee who tests 0.02 or greater but less than 0.04 will be removed from driving and other safety-sensitive duties until the start of the driver's next regularly scheduled duty period, but not less than 24 hours following administration of the test.

In the event that an employee has a breath alcohol concentration of 0.04 or greater, has tested positive for a controlled substance or has refused to take a test, the employee will, in addition to immediate removal from driving and any other safety-related duties, and must be referred to an SAP.

Before the District considers returning an employee to a safety sensitive position, the employee must minimally complete the following:

1. has been evaluated by a substance abuse professional ("SAP") certified pursuant to 49 CFR Section 40.281;
2. the SAP has determined that the employee has complied with and has successfully completed any prescribed education and/or treatment issued by SAP; and
3. has received a negative test result from an observed return to duty test.

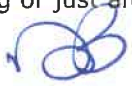
Upon return to duty, the employee will be subject to follow-up testing.

While New York Law permits the use of medical marijuana, federal law still prohibits its use. Therefore, any driver tested under the federal regulations, who tests positive for marijuana, even if such use is based upon a lawful certification under state law, will be found to have violated the federal regulations.

III. Types of Testing

The Superintendent of Schools and the Director of Transportation will ensure that the following alcohol and drug tests are conducted and that any employee who is required to take an alcohol or controlled substance test will be notified prior to the test that it is required pursuant to federal regulations or, in the case of pre-employment alcohol testing, that such test is required by state law and district policy.

1. Pre-employment: Controlled substance and alcohol tests will be conducted before applicants are hired or after an offer to hire, but before actually performing safety-sensitive functions for the first time. These tests will also be given when employees transfer to Bus Driver or Head Bus Driver position, or a safety-sensitive function.
2. Post-accident: Alcohol and controlled substance tests will be conducted if a driver is involved in an accident in which:
 - a. there has been a fatality; OR
 - b. the driver has received a citation for a moving violation in connection with the accident pursuant to the time limitations specified in federal regulations AND EITHER
 1. there is an injury treated away from the scene of the accident
 2. there is a disabled vehicle towed from the scene.
3. Reasonable Suspicion: Alcohol and controlled substance tests will be conducted if the Transportation Supervisor or other school official who has completed the minimum two hours of training has a reasonable suspicion that the driver has violated district policy and regulation. A "reasonable suspicion" must be based on specific, contemporaneous, articulable observations concerning the driver's behavior, appearance, speech or body odors that are characteristic of controlled substance or alcohol misuse. Alcohol tests can only be done just before, during or just after the employee drives a listed vehicle or performs other safety-sensitive duties. The supervisor who makes the determination of reasonable suspicion cannot do the testing.
4. Random Testing: Random alcohol tests will be conducted annually at a minimum rate required by the Federal Motor Carrier Safety Administration. Random alcohol tests must be conducted just before, during or just after the employee drives a listed vehicle or performs other safety-sensitive duties.

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Random controlled substance tests will be conducted annually at a minimum rate required by the Federal Motor Carrier Safety Administration. Random controlled substance tests may be conducted at any time. Random alcohol and controlled substance tests must be unannounced and spread reasonably throughout the calendar year.

5. **Return-to-Duty Testing:** An employee who refused to take a test or has engaged in prohibited alcohol and controlled substance use, except for alcohol concentration of between 0.02 and 0.04, will be required to take an alcohol or controlled substance test and achieve a satisfactory result before returning to duty in the safety-sensitive position. If removal was due to alcohol use, a satisfactory result will be less than 0.02 alcohol concentration. If removal was due to controlled substance use, a satisfactory result will be one that it is verified as negative. The test will not be administered until the employee has been evaluated by a substance abuse professional and has complied with any treatment recommendations.

6. **Follow-Up Testing:** After an employee who was found to violate the district's policy against alcohol and controlled substance use returns to duty, the employee will be subject to at least six unannounced tests in the first 12 months following the employee's return to duty. Follow-up testing may be extended for up to 60 months from the date of the employee's return to duty. Follow-up alcohol testing may only be conducted before, during or after the driver has performed their driving duties.

IV. Testing Procedures

A. Alcohol Testing Procedures

Alcohol testing will be conducted with evidential breath testing (EBT) devices approved by the National Highway Traffic Safety Administration. An approved non-evidential screening device may be used to perform screening tests but not for confirmation alcohol tests. The employee and the Breath Alcohol Technician conducting the test must complete the alcohol testing form to ensure that the results are properly recorded.

1. Two breath tests are required to determine if a person has a prohibited alcohol concentration. A screening test is conducted first. Any result less than 0.02 alcohol concentration is considered a "negative" test.
2. If the alcohol concentration is 0.02 or greater, a second or confirmation test must be conducted. The confirmation test must be conducted using an EBT that meets the requirements of federal regulations.
3. If the confirmation test results indicate an alcohol concentration from 0.02 to 0.03999, the employee will be restricted from duty for at least 24 hours from the time of the test.
4. If the confirmation test results indicate an alcohol concentration equal to or greater than 0.04, the employee will be removed from all safety-sensitive duties and no return to duty will be permitted until the employee has successfully passed required return-to-duty tests. The employee must also be reviewed by a Substance Abuse Professional and comply with their recommendations. Follow-up tests will also be required.
5. For post-accident testing, the results of breath or blood tests conducted by law enforcement officials will be accepted as long as the testing conforms with federal and state requirements for alcohol testing and the results are made available to the district.

All testing procedures will conform to the requirements outlined in federal regulations (49 CFR Part 40) for ensuring the accuracy, reliability and confidentiality of test results. These procedures include training and proficiency requirements for Breath Alcohol Technicians, quality assurance plans for the EBT devices including calibration, requirements for suitable test location, and protection of employee test records.

B. Drug Testing Procedures

The employee must provide a urine specimen at a collection site that meets federal requirements which will be analyzed at a laboratory certified and monitored by the U.S. Dept. of Health and Human Services.

1. Regulations require that each urine specimen be divided into one "primary" specimen and one "split" specimen.
2. All urine specimens are analyzed for the following drugs, drug metabolites (by-products of the body metabolizing a drug), or classes of drugs:
 - a. Marijuana metabolite
 - b. Cocaine metabolites
 - c. Amphetamines
 - d. Opioids (including natural opiates such as codeine, morphine, heroin, and semi-synthetic opioids such as hydrocodone, hydromorphone, oxycodone, and oxymorphone)
 - e. Phencyclidine (PCP); and
 - f. and as such may be identified in 49 CFR 40.85.
3. If the primary specimen confirms the presence of one or more of these drugs, the employee has 72 hours to request that the split specimen be sent to another certified lab for analysis. [Note: The employee must be removed from driving duties at this time--pursuant to federal regulations, the driver's removal cannot await the result of split sample.]

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4. All drug test results will be reviewed and interpreted by a physician (also called a Medical Review Officer) before they are reported to the district.
5. If the laboratory reports a positive result to the Medical Review Officer (MRO), the MRO will interview the employee to determine if there is an alternative medical explanation for the drugs found in the employee's urine specimen. If the employee provides appropriate documentation and the MRO determines that it is legitimate medical use of a prohibited drug, the drug test result is reported as negative.
6. If the MRO reports a positive drug result, the employee must be evaluated by a substance abuse professional and follow their recommendations prior to taking a return-to-duty test. Follow-up testing is also required.
7. For post-accident testing, the results of urine tests conducted by law enforcement officials will be accepted as long as the testing conforms with federal and state requirements for controlled substance testing and the results are made available to the district.

All controlled substance testing will comply with the requirements of the federal regulations (49 CFR Part 40) including procedures for the proper identification, security and custody of the sample, use of certified laboratories, gas chromatography/mass spectrometry analysis testing, assurance that all drug test results are reviewed and interpreted by a physician, and ensuring confidentiality of employee test records.

V. Training

The Supervisor of Transportation and every other person designated to determine whether reasonable suspicion exists to require an employee to undergo reasonable suspicion testing must receive at least one hour of training on alcohol misuse and at least one additional hour of training on controlled substance use which they will use in making their determinations.

VI. Recordkeeping and Reporting

The Transportation Supervisor will ensure that alcohol and drug testing records are maintained pursuant to applicable regulation and are available, if requested, for submission to the federal government or any State or local officials with regulatory authority over the employer or any of its drivers.

The following personal information must be reported to the Department of Transportation Clearinghouse for employees subject to DOT testing:

- A verified positive, adulterated or substituted drug test result;
- An alcohol confirmation test with a concentration of 0.04 or higher;
- An employer's report of actual knowledge of on duty alcohol use, pre-duty alcohol use, alcohol use following an accident, and controlled substance use;
- A substance abuse professional's report of the successful completion of the return to duty process;
- A negative return to duty test; and
- An employer report of completion of follow up testing.

VII. Required Notification

Every covered employee will receive information about the signs, symptoms, and effects of alcohol misuse and controlled substance use as well as a copy of the district's policy and procedures, the consequences of testing positive and who to contact within the district to seek further information and/or assistance.

Each covered employee is required to sign a statement certifying that the employee has received this information. The district will maintain the original signed certification until the employee's employment is discontinued. The district will provide a copy of the certification to the covered employee upon request.

VIII. Penalties

Any treatment, rehabilitation program or discipline will be provided in accordance with district policy and/or collective bargaining agreements and any applicable state and federal laws and regulations.

Any employer or driver who violates the requirements of the federal regulations of the Omnibus Transportation Employee Testing Act of 1991 may be subject to civil penalties.

In addition, in accordance with New York State law, a driver convicted of driving a listed vehicle with one or more student passengers while impaired by the use of drugs or alcohol will have their license revoked for one year and is subject to fines ranging from \$500 to \$5,000 and/or imprisonment. Any driver convicted more than once in 10 years for such crimes will have their license revoked for three years and is subject to a fine of \$1,000 to \$5,000 and/or imprisonment.

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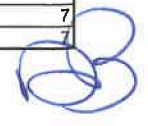
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Memorandum of Agreement

It is hereby agreed by and between the Wappingers Central School District and the Wappingers Federation of Transit, Custodial & Maintenance Workers as follows:

1. Article 13, Section B(2)(a) of the collective bargaining agreement shall be modified to reflect:


The bank shall be administered by a committee of trustees consisting of two administrators appointed by the Superintendent of Schools and two employees appointed by the Union who shall act upon withdrawals and who may develop rules not inconsistent with this provision or agreement. Withdrawals from the bank shall be limited to employees who are involved in extended illnesses or accidents who have no sick or personal time remaining and five or fewer vacation days remaining. **In addition, withdrawals of the bank shall be limited to permanent employees (not probationary), or provisional employees who have worked for the District for at least six (6) months.** The decision of the trustees shall be final and binding; however, any applicant who has been denied bank days shall have the right to appeal for reconsideration to the sick bank committee.

2. The above change shall not impact any probationary employee or provisional employee already receiving sick bank benefits as of the date of this Agreement.
3. This Agreement is subject to approval by the Board of Education.

Dated: 3/11/2024

Wappingers Central School District

By: _____



Wappingers Federation of Transit,
Custodial & Maintenance Workers

By: _____

