

**COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN**

**THE BOARD OF EDUCATION OF THE**

**WAPPINGERS CENTRAL SCHOOL DISTRICT**

**AND**

**WAPPINGERS TEACHING ASSISTANTS ASSOCIATION**

**JULY 1, 2022 THROUGH JUNE 30, 2026**

  
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**PREAMBLE**

Whereas the Wappingers Central School District ("District") recognizes its obligations to assure equitable treatment of its Teaching Assistants ("teaching assistants") pursuant to the laws of the State of New York and the rules, regulations, and policies of the District and pursuant to this Agreement, now therefore, in consideration of the mutual promises hereinafter set forth, the parties hereto agree as follows:

**ARTICLE 1  
RECOGNITION**

1.1 The District has recognized the Wappingers Teaching Assistants Association as the sole and exclusive bargaining agent for all teaching assistants and Health teaching assistants with respect to rates of pay, hours of employment, and other terms and conditions of employment.

1.2 In consideration of the recognition by the District of the Association as the sole and exclusive bargaining representative of the teaching assistants and Health teaching assistants, the Association does hereby affirm a policy that does not assert the right to strike against the school system, nor will it assist in or participate in any strike by the teaching assistants, nor will it impose any obligation on said teaching assistants to conduct, assist, or participate in a strike. Where a strike by members of the Association occurs, the Association shall use every reasonable effort to end the strike.

**ARTICLE 2  
GRIEVANCE PROCEDURE**

2.1 A grievance is a complaint by a teaching assistant in the unit or by a group of teaching assistants in the unit or by the Association that there has been a violation or misinterpretation of any provision of this Agreement in regard to him, her, them, or it.

2.2 Policies, rules, and regulations of the Board or its agents, not governed by the terms of this Agreement, shall be grievable through Stages 1 - 4 and may be processed through arbitration as contained herein. However, said arbitration shall be advisory only.

2.3 A grievance shall be processed in the following stages:

Stage 1: An aggrieved party shall present a grievance to their immediate supervisor, who shall render a written determination to the aggrieved party within a period of five days.

Stage 2: Within five days of the disposition of the grievance at Stage 1, the grievant may appeal to the Superintendent of Schools or their designee.

Stage 3: Within 15 days after the disposition of the grievance at Stage 2, the grievant may appeal in writing to the Board of Education.

A meeting of the parties for the purpose of presenting mutual positions shall be held on three days' notice at Stages 2 and 3 within ten days of the receipt of the grievance at those levels. A written decision with supporting reasons shall be rendered to the grievant and the Association 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.

Stage 4: If the aggrieved party is not satisfied with the decision at Stage 3, the Association may submit the grievance to arbitration within 15 days of the decision at Stage 3 by making a written demand upon the Superintendent of Schools or his/her designee for the services of an arbitrator. Following the submission of a demand for arbitration, the parties shall select an arbitrator from the following panel:

- Stephen Bluth
- Howard Edelman
- Ira Lobel
- Jay Siegel

The decision of the arbitrator shall be final and binding, except as set forth in Section 2.2 above, upon all parties and shall be rendered within 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.

2.4 A teaching assistant shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination, or reprisal.

2.5 A teaching assistant shall have the right to be represented in each stage of the procedures by a person or persons designated by the Association.

2.6 All hearings shall be confidential.

2.7 If a grievance affects a group of teaching assistants or appears to be associated with system-wide policies, it may be submitted by the Association directly at Stage 2 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 3.

2.8 Nothing contained herein shall be construed as limiting the right of the individual having a grievance to discuss the matter informally with the appropriate member of the administration and having the grievance informally adjusted without the intervention of the Association. In the event that any grievance is adjusted without 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.

2.9 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 30 calendar days after the teaching assistant knew or should have known of the act or condition on which the grievance is based.

2.10 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.

2.11 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.

2.12 The preparation and processing of the grievance, 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 3 SEPARATION FROM EMPLOYMENT**

3.1 Upon discharge, the District shall pay all money due the teaching assistant. Upon resignation, the District shall pay all money due the teaching assistant on the payday in the week following such resignation.

3.2 Upon separation from employment, the teaching assistant shall return to their immediate supervisor all school property in their possession or assigned to them in substantially the same condition as when received, reasonable wear and tear expected, or pay the fair and reasonable value thereof.

3.3 All unit members shall provide a minimum of thirty calendar days' notice of their intent to resign or retire from employment. Unit members who do not provide the required notice shall not be eligible for the benefits of Article 9.5. In an emergency and at the discretion of the Superintendent of Schools or their designee, the notice requirement may be waived.

### **ARTICLE 4 PAY PERIOD**

4.1 Unit members shall be paid from September through June on the 15th of each month (or the last business day before the 15<sup>th</sup>) and on the last business day of each month, on either a 10- or 12-month yearly basis (20 or 24 installments), as each may elect. The option must be exercised by August 15th of each year. The amount of the paycheck of a teaching assistant who is regularly scheduled to work a certain number of hours a week shall be computed by dividing the annualized salary by the number of pays chosen. Adjustments for periods of leave without pay shall be made biweekly. No adjustments shall be made in the event that inclement weather or other emergency circumstances cause a delayed opening or early closing of school.

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



4.2 Each teaching assistant shall be provided with a statement of gross earnings and a statement of deductions made for any purpose.

4.3 Newly hired teaching assistants shall be told the starting salary and given a copy of this Agreement at the time of employment.

## **ARTICLE 5 SICK LEAVE**

5.1 Unit members covered hereunder shall be entitled to the following earned sick leave on an as-needed basis for personal illness or for an illness in the immediate family requiring the presence of the unit member when no other competent person in the household is available for the annual allotment of sick days to which the unit member is entitled. Immediate family shall be defined as parent, sibling, child, spouse, or person with whom the employee is living. All unit members shall be entitled to fourteen (14) days of sick leave per year.

Unit members hired prior to September 1, 1994: shall be entitled to fifteen (15) days of sick leave per year.

B. Credit for a first full year of employment shall be given to a unit member in the first school year in which such employee achieves seven or more full months of employment, provided such employee remains in employment to the end of such school year or until further employment is no longer available in such school year.

C. After a unit member has been credited with one year of service for the purpose of this Article, such unit member shall be credited with an additional year of service for each school year in which such unit member achieves seven or more full months of employment, provided such unit member remains in employment to the end of such school year or until further employment is no longer available in such school year.

D. Sick leave may be accumulated without limit.

E. Any unit member who uses five or less days of sick leave per year shall be paid a bonus of \$400. When a unit member is transferred from full-time to hourly or vice versa, sick leave accumulation shall be converted on a pro rata basis. Unit members hired prior to September 15<sup>th</sup> are eligible to receive the bonus.

F. An employee may apply, and the Superintendent of Schools may approve, for unit members to donate sickness in-family days to another employee in the unit for the purpose of a serious health condition in the employee's immediate family (as defined in Section 5.1). A maximum of twenty (20) days total may be donated and used by the unit member.

## **ARTICLE 6 OTHER LEAVES**

### **6.1 Personal Leave**

Full-year teaching assistants may use two school days for personal business during the school year without loss of pay. Personal business leave shall be used for personal business that can only be accomplished during the school day. Except in an emergency and with the approval of the building principal or their designated building assistant principal or the Superintendent or their designee, personal business leave may not be taken on the day before or after a holiday or recess period. Except in an emergency, at least two days advance notice shall be required. Personal business leave shall not be used for vacation or for outside employment. Unused personal business days shall be added to a teaching assistant's accumulated sick days at the end of each school year. A third personal day for emergency reasons shall be granted to a unit member at the discretion of the Director of Human Resources. In the first year of employment, unit members hired on or before February 1 shall be entitled to two personal days and unit members hired after February 1 and before May 1 shall be entitled to one personal day.

### **6.2 Jury Duty Leave**

Unit members serving on jury duty shall be granted leave with pay for such service in addition to any other paid leave granted under this agreement.

### **6.3 Bereavement Leave**

In the event of death in the immediate family or person residing with the teaching assistant, a maximum of five days will be granted for attendance at the funeral and for a period of mourning. Such days shall be consecutive and shall commence with the date of death unless the Superintendent of Schools or their designee agree that religious and/or family circumstances

otherwise dictate that such days not be consecutive and/or not commence with the date of death. Immediate family will be defined as spouse, child, parent, sibling, parent-in-law, sibling-in-law, daughter-in-law, son-in-law, grandparent, and grandchildren.

#### 6.4 Subpoena

On proof of the necessity of attendance in court pursuant to a subpoena in a proceeding to which the teaching assistant is not a party, leave shall be granted for such appearance without charge to other leave credits, provided that such teaching assistant 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 teaching assistant for such attendance.

#### 6.5 Child Rearing Leave

Prior to or upon completion of the period of temporary disability or upon exhaustion of sick leave credits, whichever is earlier, and upon 60 days notice to the District, a teaching assistant, upon request, will be granted a leave of absence without pay for the purpose of child rearing for the balance of the school year in which the leave commences.

#### 6.6 Other Leave

In its discretion, the District may grant leave for any reason, with or without pay, upon application to and approval by the Superintendent and the Board or in accordance with the Family & Medical Leave Act, where such applies.

#### 6.7 Sick Leave Bank

A committee of two unit members and two administrators designated by the Superintendent shall administer a Sick Leave Bank. Decisions of the sick bank committee are final and not grievable. The Association and the District shall meet at a mutually convenient time to review the Sick Bank's by-laws and usage, and amend as needed. Within 30 days of attaining tenure, unit members will be automatically enrolled in the Sick Leave Bank, unless they opt out in writing.

#### 6.8 Funeral Leave

A unit member may use a maximum of three days of accumulated sick leave in any school year to attend funerals of individuals other than immediate family members or persons residing with the unit member.

### **ARTICLE 7 SUBSTITUTE TEACHERS**

7.1 In the event of the absence of a regular education, special education, or English Language Learners teacher, the teaching assistant may be used as a substitute teacher for the class, at the sole discretion of the building principal and with the agreement of the teaching assistant if for a full-day assignment. In such event, the teaching assistant shall receive a stipend over and above the base wages, according to the following schedule, which shall go into effect after a cumulative total of thirty (30) minutes of substitute teaching service in the same day: \$30.00 for each occurrence (thirty minute minimum), if less than 3 hours, to a daily maximum of \$60.00; \$60.00 if 3 hours or more. If a full-day assignment, the teaching assistant is entitled to the teacher's prep period and shall not be utilized in any other capacity.

If more than one teaching assistant is present in the classroom, rotation of the substitute assignment will be on the basis of seniority.

7.2 Teaching assistants who are appropriately certified in CPR and First Aid, who have been cleared by the District physiatrist or physician, and who indicate a desire to do so, may be assigned as a Health teaching assistant substitute, and will receive the additional hourly stipend when so assigned.

### **ARTICLE 8 WORK DAY, WORK WEEK**

8.1 The work day shall be no longer than seven consecutive hours, excluding lunch, for all teaching assistants, commencing at the designated time the teaching assistant works. No teaching assistant shall work more than four consecutive hours without a break for lunch. Teaching assistants shall be provided a forty (40) minute unpaid meal period. However, such meal period may be reduced to thirty (30) minutes, subject to the needs of students. The reduction of the meal period below forty (40) minutes shall not be subject to the grievance procedure.



8.2 If a teaching assistant is assigned to work beyond the allotted hours, the teaching assistant shall be paid for those hours. If the assigned work hours are over eight hours in a day or forty hours in a week, the teaching assistant shall be paid at the time-and-a-half rate.

8.3 Teaching assistants shall be paid for all required meetings held before or after regular working hours, except for required evening meetings such as grade level meetings or open house.

8.4 In the event the student is absent from school, a "one-to-one" assistant shall be utilized in the District (and the same building, where reasonably feasible) for up to two days.

8.5 Unit members shall work their regularly scheduled hours on days on which students are dismissed early for parent-teacher conferences, and at the conclusion of the school year, and on the Professional Development Half Days.

8.6 In order to better coordinate teacher-teaching assistant planning and preparation, the District shall make every reasonable effort to have teaching assistant schedules coincide with those schedules of the teaching staff with whom the teaching assistant works, but not to extend the teaching assistant's regular work day. Nevertheless, preparation time does not have precedence over the legally mandated student contact requirements. This clause shall not be interpreted to take away the right of determination from the teacher and/or the appropriate administrator as to the amount of preparation time that in any instance is appropriate.

8.7 Teaching assistants shall work the teacher year, including Superintendent Conference Days. Pay schedules will be annualized. The formula for annualization shall be the hourly rate of pay times 6.5 hours times 200 days. A unit member's daily rate of pay shall be calculated at 1/200<sup>th</sup> of the annual rate for all work performed, including summer work.

8.8 On a voluntary basis, unit members may serve as interpreters (Spanish) and shall be paid an additional stipend of \$25 for each instance they provide interpreter services for: CSE meeting, parent-teacher conference or meeting, the creation of any written communication, student interaction with medical staff, and any other interpretation of verbal communication between parties, including student/staff communication, of 15 minutes or more.

## ARTICLE 9 WAGES

9.1 Attached as Appendix A are the salary schedules for the duration of this contract.

There shall be no step movement for the 2022-23, 2023-24, 2024-25 and 2025-26 school years. Unit members shall remain on the same step number they were on as of June 30, 2022.

Effective July 1, 2023, add \$0.50 to the hourly rate for health teaching assistants.

Effective July 1, 2025, add \$0.50 to the hourly rate for health teaching assistants.

A degree differential for those holding an associate's degree from an accredited institution or 48 credits in a related field from an accredited institution shall be paid at the rate of \$500 per year. A degree differential for those holding a bachelor's degree or a master's degree from an accredited institution shall be paid at a rate of \$750 a year. A certification differential of \$1,250 a year shall be paid to any unit member upon the unit member demonstrating they hold a valid NYS teaching certificate. Unit members shall receive only the highest of the differentials for which they are eligible.

9.2 New members of the bargaining unit shall be placed on Step 1 of the salary schedule. However, the District may advance a new unit member up to Step 3 of the salary schedule, if the new unit member previously worked as a full-time teaching assistant with at least her/his Level 1 Teaching Assistant Certification.

Health teaching assistants must possess current certification in First Aid and CPR and must be evaluated by the District physiatrist or physician. Such teaching assistants, while employed in that capacity, shall receive an hourly stipend of \$2.00 in addition to their hourly rate.

The District agrees that teaching assistants who are not appropriately certified in CPR and First Aid and who have not been cleared by the District physiatrist or physician will not be assigned to perform the health-related functions of the Health teaching assistant position, either as a permanent assignment or in a substitute capacity. The District shall provide such training at no cost to the unit member. Unit members who complete training sponsored by an outside provider shall not be

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reimbursed by the District. However, under extenuating circumstances, the District shall reimburse a unit member who completes such training sponsored by an outside provider at the request of the District.

9.3 Unit members employed as teaching assistants for 5 hours per day or more shall advance one step effective July 1 of each year provided they have completed an additional year of teaching assistant service as of that date. Teaching assistants who work less than 5 hours per day shall advance one step effective July 1 following the completion of each additional two years of service.

9.4 A year's service credit shall be granted if the teaching assistant works 7 months or more of the year. For the first year of employment only, unit members hired prior to December 1 shall be granted one years' service credit provided she/he works 7 months or more of the year.

9.5 Unit members rehired within one year of leaving the District will retain accumulated sick leave and regular step on the salary schedule provided the unit member complied with the notice requirements of Article 3.3 above.

9.6 Longevity payments shall be added to the base annual salary and shall be paid in the following amounts at the beginning of the 10<sup>th</sup>, 15<sup>th</sup>, 20<sup>th</sup> and 25<sup>th</sup> years, except only unit members receiving the 10-year longevity as of July 1, 2000 shall thereafter be eligible to receive such 10-year longevity. Longevity payments shall not be cumulative, except eligible unit members shall continue to receive 10-year longevity in addition to 15-year, 20-year, or 25-year longevity.

	10 Year	15 Year	20 Year	25 Year
Effective 7/1/22	\$250	\$2,950	\$3,550	\$4,050
Effective 7/1/23	\$250	\$3,000	\$3,600	\$4,100
Effective 7/1/24	\$250	\$3,050	\$3,650	\$4,150
Effective 7/1/25	\$250	\$3,100	\$3,700	\$4,200

9.7 Those unit members involved in inclusion planning during the summer or during the school year shall be paid at their regular hourly rate for all hours worked. The number of hours for teaching assistants is not to exceed the number of hours approved for teachers in inclusion planning. During a contingency budget year, hours to be worked will be at the discretion of the District. Summer hours shall be posted. Incumbents in a specific job or one-to-one assignment shall be given the right of first refusal.

## ARTICLE 10 PAYROLL DEDUCTIONS

10.1 The District agrees to deduct from the salaries of its teaching assistants' dues and assessments for the Association and its affiliates, if any, and to transmit said dues to the Association within seven days of the time of the deductions. The Association shall submit to the District, by August 1st of each school year, the amounts of dues and assessments to be deducted from each teaching assistant. Deductions shall commence in the first paycheck in September (or from a new teaching assistant's initial paycheck) and shall be deducted in each paycheck, as indicated by the Association, throughout the teaching assistant's work year.

10.2 The Association will notify the District of any changes in said deductions no less than 14 days prior to the pay period in which the deduction changes are to take place.

10.3 The District shall deduct from the salary of any unit member who is not a member of the Association an agency fee as set forth by the Association. Such deductions shall be paid to the Association in the same manner and at the same time as dues deductions are paid by the Association members. The Association affirms that it has adopted such procedures for refund of agency fee deduction as required in Section 208(3)(b) of the Civil Service Law and any amendments thereto. This provision for agency fee deductions shall continue in effect as long as the Association maintains such procedures.

10.4 The District shall offer unit members the opportunity to participate in a full IRS Code 125 Plan.



**ARTICLE 11  
HEALTH INSURANCE**

11.1

Effective 2017-18 and thereafter:

The District shall offer individual health insurance to all full-time unit members, at the contribution rates set forth below, provided such unit members have worked as teaching assistants in full-time status for at least 60 consecutive days. Applications for coverage shall be made during the May open enrollment period. Unit members enrolled for District health insurance prior to 7/1/15 shall contribute 15% toward the cost of health insurance coverage. Unit members enrolling for District health insurance on or after 7/1/15 shall contribute 20% toward the cost of health insurance coverage.

Family health insurance coverage shall be made available to unit members eligible for District-provided coverage. Any unit member who enrolls for family health insurance coverage shall contribute the difference between 80% of the cost of individual coverage and the full cost of family coverage.

11.2 Effective 7/1/15, the health insurance plan for all unit members shall be the DEHIC EPO 20. The Association agrees that the District can change plans without further negotiation but with 60 days' notice.

11.3 A unit member with at least 15 years of bargaining unit service who retires with NYSTRS without reduction in benefit, and who is enrolled in health insurance with the District immediately preceding retirement, shall be eligible for health insurance from the employee's effective retirement date until such time as they are Medicare eligible. The employee's rate of contribution shall continue into retirement. A unit member who retires with individual coverage shall not be eligible to switch to family coverage after retirement unless the unit member pays the full cost of the difference between family and individual coverage.

**ARTICLE 12  
WORKERS' COMPENSATION**

12.1 All teaching assistants who are injured in the course of employment and entitled to Workers' Compensation shall be compensated in the following manner:

Any payment received as Workers' Compensation benefits for absences for which the teaching assistant also receives full sick leave pay will be returned to the District as long as the teaching assistant receives full salary. No sick leave shall be charged for the amounts of Workers' Compensation benefits returned to the District. The days returned to the teaching assistant shall be determined by dividing the compensation awarded to the District by the teaching assistant's current daily rate. The teaching assistant shall be entitled to retain any Workers' Compensation benefits for any period for which sick leave pay is not paid or payable.

Each teaching assistant shall be notified by the District at the time that sick leave days have been restored to the teaching assistant as a result of a Workers' Compensation payment to the District.

**ARTICLE 13  
NO DISCRIMINATION**

13.1 There shall be no discrimination in hiring or in conditions of employment based upon race, religion, color, age, sex, creed, national origin, disability, sexual orientation, or union activities.

**ARTICLE 14  
INSERVICE**

14.1 The District recognizes the importance of encouraging participation in inservice courses, workshops, and programs. It retains the right, however, to approve or reject the granting of inservice credit for inservice courses, workshops, and programs and to assign inservice credit to approved courses, workshops, and programs. The District shall provide for consistent application of its procedures for approval, rejection, or assigning credit.



14.2 Teaching assistants desiring to participate in District inservice courses, workshops, or programs and in obtaining inservice credit pursuant to this Article must request approval through the use of appropriate forms prior to participation in the workshop or program.

14.3 Teaching assistants shall receive a one time payment of \$70 upon completion of each ten hours of approved inservice instruction.

**ARTICLE 15  
TRAVEL REIMBURSEMENT**

15.1 Travel reimbursement shall be paid to any teaching assistant who travels between school buildings in the performance of their duties at the standard District rates.

**ARTICLE 16  
EVALUATIONS**

16.1 No memorandum, note, material, statement, evaluation, or report relating to a teaching assistant's service, character, conduct, or personality shall be placed in the Superintendent of School's file unless the teaching assistant is given an opportunity to read the material. The teaching assistant shall acknowledge in writing that they have read such note, material, statement, evaluation, or report and may append any statement they may wish to make. Such acknowledgment or statement, if any, shall become a part of the teaching assistant's file. The signing of a report by a teaching assistant, if it contains material derogatory to their conduct, service, character, or personality, shall in no way indicate agreement with the contents of the report.

16.2 A teaching assistant shall have the right to examine the Superintendent's file relating to them at reasonable intervals upon request to the Superintendent of Schools. A teaching assistant's personnel file shall not be opened to public inspection.

16.3 Only certified members of the administrative staff shall evaluate teaching assistants.

16.4 A member of the Association may, with the teaching assistant's written request, accompany the teaching assistant and review the file in the Superintendent of School's office.

16.5 All monitoring or observation of work and performance of teaching assistants shall be conducted openly with the full knowledge of the teaching assistant. Neither the public address system nor any other similar surveillance device or system shall be used for observation or evaluation purposes without the prior consent of the teaching assistant.

**ARTICLE 17  
ASSOCIATION RIGHTS**

17.1 The President of the Association or their designee, shall be granted two days of release time per month for Association business without loss of pay. The scheduling of the time shall be arranged by the building principal and Association president, and approved by the Superintendent or their designee.

17.2 The Association shall be entitled to reasonable use of existing bulletin boards used by faculty and staff in each building.

17.3 The District shall provide a secure place for storing personal property, such as coats and pocketbooks, for each unit member.

17.4 Association shall have the right to distribute notices, circulars, and other materials relating to Association business to unit members provided no disruption to education processes occurs.

17.5 The Association shall have the right of use of school buildings and school facilities without cost, at reasonable times, in order to conduct Association business, with proper arrangements made in advance.

17.6 By November 1 of each year, the District shall provide the Association with a list of unit members with name, assignment, school, salary step, longevity, and health insurance coverage, if any, and will also provide the Association with a report on the Sick Leave Bank (usage records and names of members).



17.7 The District shall provide the Association with a minimum of one (1) hour at one of the Superintendent Conference Days at the beginning of each school year to hold a general membership meeting.

17.8 The District shall provide the President of the Association with copies of the Board minutes/lists within five (5) business days after a Board of Education meeting.

17.9 Within one week of sending assignment letters to unit members, and before the start of school, the District will notify the Association of the names, assignments and work locations of all unit members.

17.10 A Labor Management Committee shall be established comprised of an equal number of District and Association representatives for the purpose of discussing concerns of either party. The meetings shall take place during non-working hours. The meetings shall take place quarterly however, additional meeting may be requested by either party. An agenda shall be provided at least one (1) week prior to the scheduled meeting by the party requesting the meeting.

#### **ARTICLE 18 SENIORITY**

18.1 Seniority in the Teaching Assistant unit shall be determined in accordance with the law. In the event of a tie, the first tie breaker shall be the Teaching Assistant's respective probationary appointment date. The second tie breaker, if needed, shall be length of service as a full-time Teacher Aide/Learning Assistant if such service immediately preceded an individual's appointment as a Teaching Assistant. The third tie breaker, if needed, shall be the order of appointment on the board resolution.

18.2: In the event the Superintendent's recommended budget for the coming school year includes a staff reduction that may result in excessing of teaching assistants, the District shall provide a seniority list to the Association upon request.

#### **ARTICLE 19 SAVINGS CLAUSE**

19.1 In the event that any provision or application of this Agreement is held contrary to law or regulation, then such provision shall not be applicable, performed, or enforced except to the extent permitted by law and substitute language, if any, shall be subject to appropriate consultation and negotiations with the Association. All other provisions shall continue in full force and effect.

#### **ARTICLE 20 ASSIGNMENT AND TRANSFERS**

20.1 All teaching assistants shall have the opportunity to request changes in assignment on an annual basis. Such requests shall be submitted to the Office of Human Resources annually in June for the following year. Copies of the requests will be kept on file in the Office of Human Resources and will be reviewed and considered by the District when making changes in assignments. The ultimate determination as to assignment shall be made by the District.

20.2 One-to-one teaching assistants employed by the District on a permanent basis shall be considered for classroom positions at the commencement of each school year before the District hires from the outside, provided that a request for such consideration has been filed. The ultimate determination as to assignment shall be made by the District.

20.3 Notice of openings for AIS and computer lab positions shall be posted on the faculty/staff bulletin boards at least five (5) school days before the vacancy/new position is filled. In addition, unit members shall receive an email copy of all such notices at least five (5) days before the position is filled, including during the summer months (understanding that this is a good faith attempt to reach all unit members in the most expeditious manner possible). Any alleged violation of this provision as it relates to the sharing of postings by email, shall not be subject to the grievance procedure.

#### **ARTICLE 21 HEALTH TEACHING ASSISTANTS**

21.1 There shall be mandatory training for Health Teaching Assistants during at least one Professional Development Day per year.



21.2 Disposable latex gloves shall be made available to Health Teaching Assistants.

21.3 Teaching assistants shall not be involuntarily assigned to Health Teaching Assistant duties.

**ARTICLE 22  
LEGISLATIVE ACTION**

22.1 It is agreed upon 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 23  
GENERAL PROVISIONS**

23.1 Except as otherwise provided herein "days" shall mean work days.

23.2 As used herein, "daily rate of pay" shall mean 1/200<sup>th</sup> of the teaching assistant's annual salary.

23.3 Teaching assistants will not be required to obtain their own substitutes.

**ARTICLE 24  
RETIREMENT INCENTIVE**

24.1 There shall be two retirement incentives available to unit members. The first incentive shall be for those unit members with at least fifteen (15) years, but less than twenty (20) years of District service who retire from the District under the regulations of TRS without penalty. The second incentive shall be for those unit members with twenty (20) or more years of District service who retire from the District under the regulations of TRS without penalty.

In order to be eligible for a retirement incentive, an employee must: (1) submit an irrevocable letter of resignation for retirement purposes by no later than March 1st of the school year in which they are retiring; and (2) retire on June 30<sup>th</sup> of that year in accordance with the regulations of TRS.

Set forth below are the two incentives. The incentive shall be paid out by the District as a 403(b) contribution and the amounts shall be as follows:

	If Retire With at Least 15 Years but Less Than 20 Years of Service	If Retire with 20 or More Years of Service
Employee Enrolling in Retiree Health Insurance with the District	\$4,500	\$5,500
Employee Not Enrolling in Retiree Health Insurance with the District	\$7,500	\$8,500

The incentive amount shall increase by \$500.00, effective July 1, 2023, July 1, 2024, and July 1, 2025.

However, there shall be a combined cap of ten (10) unit members that may receive a retirement incentive from the District in each school year. For example, six unit members may receive the incentive for unit members with at least 15 but less than 20 years of service, and four unit members may receive the incentive for unit member with at least 20 years of service. In the event that more than ten (10) unit members submit a letter of retirement for the purpose of receiving an incentive, the unit members will be selected in order of the date and time in which they submitted their letter of retirement to the Department of Human Resources. In the event a unit member is not selected for an incentive, they may withdraw their letter of retirement without penalty.

This retirement incentive shall sunset June 30, 2026.



**ARTICLE 25  
RATIFICATION**

25.1 The District and the Association have ratified the above Agreement and such ratification is verified by the signatures appearing below.

WAPPINGERS CENTRAL SCHOOL DISTRICT

WAPPINGERS TEACHING ASSISTANTS ASSOCIATION



Superintendent of Schools



President, Wappingers Teaching Assistants Association



Appendix A  
Salary Schedule

**2022-23 Teaching Assistant Salary Schedule** 8.00%

Step	TA	Health TA
1	21,403	24,003
2	23,228	25,829
3	24,379	26,979
4	25,673	28,273
5	27,231	29,831
6	27,951	30,550
7	28,667	31,266
8	30,105	32,705
9	32,310	34,910
10	32,631	35,231
11	32,959	35,558
12	33,289	35,889

Daily rate = Annual Salary divided by 200 days  
Hourly rate = Daily rate divided by 6.5 hours

Health TA hourly rate = TA hourly rate + \$2.00

**2023-24 Teaching Assistant Salary Schedule** 8.00%

Step	TA	Health TA
1	23,116	26,366
2	25,087	28,337
3	26,329	29,579
4	27,726	30,976
5	29,410	32,660
6	30,186	33,436
7	30,960	34,210
8	32,513	35,763
9	34,895	38,145
10	35,242	38,492
11	35,595	38,845
12	35,952	39,202

Daily rate = Annual Salary divided by 200 days  
Hourly rate = Daily rate divided by 6.5 hours

Health TA hourly rate = TA hourly rate + \$2.50

**2024-25 Teaching Assistant Salary Schedule** 8.00%

Step	TA	Health TA
1	24,965	28,215
2	27,094	30,344
3	28,435	31,685
4	29,945	33,195
5	31,762	35,012
6	32,601	35,851
7	33,437	36,687
8	35,114	38,364
9	37,687	40,937
10	38,061	41,311
11	38,443	41,693
12	38,828	42,078

Daily rate = Annual Salary divided by 200 days  
Hourly rate = Daily rate divided by 6.5 hours

Health TA hourly rate = TA hourly rate + \$2.50

**2025-26 Teaching Assistant Salary Schedule** 9.00%

Step	TA	Health TA
1	27,212	31,112
2	29,532	33,432
3	30,995	34,895
4	32,640	36,540
5	34,621	38,521
6	35,535	39,435
7	36,446	40,346
8	38,275	42,175
9	41,079	44,979
10	41,486	45,386
11	41,902	45,802
12	42,323	46,223

Daily rate = Annual Salary divided by 200 days  
Hourly rate = Daily rate divided by 6.5 hours

Health TA hourly rate = TA hourly rate + \$3.00