

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

**THE BOARD OF EDUCATION OF THE
WAPPINGERS CENTRAL SCHOOL DISTRICT**

AND THE

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

July 1, 2007 Through June 30, 2012

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This AGREEMENT shall be for the period of July 1, 2007 through June 30, 2012 by and between the Wappingers Central School District, hereinafter "the District" and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, the Union for the Wappingers Central School District Office Unit of the Dutchess County Educational Local 867, hereinafter "the Union."

ARTICLE 1 RECOGNITION DUES AND ANNUITY DEDUCTIONS

SECTION 1: RECOGNITION

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

SECTION 2: DUES DEDUCTION

A. The Civil Service Employees Association, Inc. shall have exclusive rights to payroll deductions of dues, P.E.O.P.L.E. contributions, and union sponsored insurance and benefit program premiums as may be authorized by each unit member covered by this agreement. Such dues and premiums shall be remitted to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, NY, 12210, on a payroll basis. No other organization shall be accorded any payroll deduction privilege without the express consent and written authorization of the Civil Service Employees Association, Inc.

B. The District agrees to submit to the Civil Service Employees Association, Inc., each payroll period, a listing itemizing such deductions of each unit member.

C. The Union shall certify to the District, in writing, the current rate of its membership dues and any insurance premiums.

D. Deductions authorized by any unit member shall continue until such unit member notifies the District of his/her desire to discontinue or to change such authorization in writing.

E. In making deductions pursuant to this Section, the District assumes no responsibility for the amount deducted or whether deductions for a particular unit member were authorized. The Union shall hold the District harmless for damage and expenses resulting from these deductions.

F. The District shall notify the Union of any new unit member by giving the name, address, title, and work location within two (2) weeks of hiring.

G. Should any unit member indicate a change subject to Paragraph D hereof, the District shall indicate such change by an application in triplicate. The District shall forward one copy to the Union and one copy to the Treasurer, Civil Service Employees Association, Inc. and retain one copy for its own record.

H. The Civil Service Employees Association, Inc., having been recognized or certified as the exclusive representative of employees within the bargaining unit represented by this Agreement, shall have deductions made from the wage or salary of members of said bargaining unit who are not members of the Civil Service Employees Association, Inc., the amount equivalent to the dues levied by the Civil Service Employees Association. The District shall make such deductions on a payroll period basis and transmit the amount so deducted, along with a listing of such unit members to the Civil Service Employees Association, Inc.

I. The parties agree that they shall meet for the purpose of discussing the possible implementation of a deduction for a CSEA group insurance premium.

SECTION 3: ANNUITY DEDUCTIONS

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

SECTION 4: INFORMATION

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

SECTION 5: IRS CODE 125 PLAN

The District will take the necessary steps to implement a full IRS Code 125 Plan as soon as possible.

ARTICLE 2 WORK WEEK - WORK DAY

SECTION 1: NORMAL WORK SCHEDULE

A. Work Week

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

Part-time unit members: A part-time unit member shall be defined as an individual who works not more than seventeen and one-half (17 1/2) hours a week exclusive of lunch periods.

B. Work Day

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

C. Work Year

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

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

SECTION 2: INCLEMENT WEATHER

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

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

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

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

departs from the school in which they work.

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

SECTION 3: WORK BREAKS

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

B. All part-time unit members shall be entitled to one ten-minute work break during each working day.

ARTICLE 3 COMPENSATION

SECTION 1: PAY PERIOD

A. Unit members shall be paid on the fifteenth of each month, or on the last business day preceding the fifteenth when the fifteenth is not a business day, and on the last business day of each month. 12-month unit members shall be paid in 24 installments beginning July 15th or on the last business day preceding the July 15th when July 15th is not a business day. Effective through the 2007-08 school year, 10-month unit members shall be paid in 21 installments beginning September 15 or on the last business day preceding September 15th when September 15th is not a business day and ending on July 15th or on the last business day before July 15th when July 15th is not a business day. Effective with the 2008-09 school year, 10-month unit members will be paid in 20 installments beginning September 15th, or on the last business day preceding September 15th when September 15th is not a business day.

B. Each unit member shall be provided with a statement of gross earnings and the statement of deductions made for any purpose.

C. Paychecks and other financial statements shall be sent to individual unit members in sealed envelopes.

D. Effective June 4, 2008, 100% direct deposit of the paycheck of each unit member, to the financial institution of the unit member's choice, shall be required.

SECTION 2: WAGES

A. Full-time Unit Members

1. All full-time unit members shall be paid pursuant to the schedules attached as annexed in Appendix A-1 effective July 1, 2007, Appendix A-2 effective July 1, 2008, Appendix A-3 effective July 1, 2009, and Appendix A-4 effective July 1, 2010, and Appendix A-5 effective July 1, 2011, respectively.

2. Salaries for full-time 10-month unit members will be 83 1/3 percent of the 12-month salaries paid for an equivalent position. Upon employment of a full-time 10-month unit member to a full-time 12-month position, full credit for all time served in the full-time 10-month position shall be credited for placement in the full-time 12-month position.

3. All unit members new to the unit shall be hired on the first step of said schedule, except new unit members with prior full-time experience in the position into which they are hired may be advanced beyond the first step but no higher than the third step.

4. Reclassification/Reallocation: Any unit member, upon receiving a change in classification and grade, shall stay on the same numbered step.

5. Union Notice

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

and reallocated.

B. Part-time Unit members

1. All part-time unit members shall be paid pursuant to the schedules attached hereto as annexed in Appendix B effective July 1, 2007, July 1, 2008, July 1, 2009, July 1, 2010, and July 1, 2011, respectively.

SECTION 3: LONGEVITY

A. 12-month full-time unit members shall be entitled to the payment of longevity increments in addition to the normal annual pay at the beginning of fifteen years of service, twenty years of service and twenty-five years of service. Payment shall commence on July 1st following completion of the time requirement and shall be paid in increments of \$625 effective July 1, 2007, \$675 effective July 1, 2008, \$725 effective July 1, 2009, \$775 effective July 1, 2010, and \$825 effective July 1, 2011.

B. 10-month full-time unit members shall receive 83 1/3% of the longevity increments received by 12-month full-time unit members under the same qualifications.

C. Part-time unit members shall receive longevity increments as indicated in Appendix B.

SECTION 4: PAY INCREMENTS

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

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

SECTION 5: OVERTIME

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

SECTION 6: RESIGNATION AND RE-EMPLOYMENT

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

SECTION 7: IN-SERVICE COURSES/ EDUCATIONAL EXPENSES

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

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

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

SECTION 8: ADVISORSHIPS

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

SECTION 9: OUT-OF-TITLE WORK

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

ARTICLE 4 HOLIDAYS WITH PAY

A. All full-time 12-month unit members covered hereunder shall be entitled to fifteen (15) paid Holidays during each year of the Agreement. The Union shall be consulted before the Holiday schedule is put into effect.

B. All 10-month unit members will be paid for all District Holidays that occur during their 10-month working period as per the above Holiday schedule.

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

D. June Luncheon

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

ARTICLE 5 LEAVE BENEFITS

SECTION 1: VACATION WITH PAY

A. Vacation Schedule - Full-time 12-month Unit Members

1. Full-time 12-month unit members shall receive vacation days as follows:

Unit members hired prior to 07/01/87:

At the end of the 1st year through the end of the 6th year of employment: 15 days
At the end of the 7th year through the end of the 14th year of employment: 20 days
At the end of the 15th year of employment through the end of the 19th year of employment: 25 days
At the end of the 20th year of employment and thereafter: 30 days

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

At the end of the 1st year through the end of the 6th year of employment: 10 days
At the end of the 7th year through the end of the 14th year of employment: 20 days
At the end of the 15th year of employment through the end of the 19th year of employment: 25 days
At the end of the 20th year of employment and thereafter: 30 days

Unit members hired 07/01/94 and after:

At the end of the 1st year through the end of the 6th year of employment: 10 days
At the end of the 7th year through the end of the 14th year of employment: 15 days
At the end of the 15th year of employment through the end of the 19th year of employment: 20 days
At the end of the 20th year of employment and thereafter: 25 days

2. A full-time 12-month unit member shall be entitled to carry over up to ten vacation days to the school year immediately following.

B. Vacation Schedule - Full-time 10-month Unit Members

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

At the end of the 1st school year through the end of the 3rd school year of employment: 4 days

At the end of the 4th school year through the end of the 6th school year of employment: 5 days

At the end of the 7th school year and at the end of each school year thereafter: 7 days

C. Part-time Unit Members

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

D. Computation of Vacation Days

1. Full-time 12-month unit members: All vacation days shall be credited on July 1 of each school year. For the purpose of crediting vacation time, the service date of full-time unit members hired from July 1 through December 31 shall be the preceding July 1st and the service date of full-time unit members hired from January 1 through June 30 shall be the following July 1st.

2. New employees hired after July 1 shall receive a prorated number of vacation days.

3. Any unit member who is separated from employment shall receive a cash payment equal to the unit member's daily rate of pay times the number of accumulated vacation days, subject to the limitation that a full-time 12-month unit member shall receive a cash payment for no more than five days carried over from the previous school year.

SECTION 2: SICK LEAVE

A. Sick Days

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

12-month unit members: 12 days

10-month unit members: 10 days

2. Pro-rated sick days will be granted to first-year unit members as earned during the first year of service through June 30th.

3. Unused sick leave from the prior year will be carried over on July 1st of each year. Sick leave shall accumulate to an unlimited amount.

4. Illness in the Immediate Family

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

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

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

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

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

3. If such recommendation is approved by the Superintendent or his/her Designee, the unit member shall use 75% of his/her accumulated sick leave and shall not be charged additional sick leave days for the remainder of the absence covered under the extended sick leave provision subject to conditions stated in #4 below.

4. It will be the right of the Superintendent or his/her Designee to review and approve or deny extended sick leave at the end of eight-week intervals.

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

6. Sustained Illness or Accident Defined: Unit members shall not be eligible for consideration under the additional provisions of the sick leave policy until such time as they shall have been absent continuously for thirty (30) work days due to illness or accident.

C. Sick Leave Conversion on Retirement

This clause shall not be applicable to any unit member hired after October 31, 1994.

Unit members hired prior to July 1, 1987 who retire from the District shall be compensated at the rate of two (2) days pay for every five (5) days unused sick leave to one hundred fifty (150) days and three (3) days pay for every five (5) days unused sick leave thereafter at their daily rate of pay at retirement. The number of sick leave days subject to the sick leave conversion shall be capped at the number of days on record as of June 30, 1999. Unit members whose accumulation thereafter falls below the number of days on record as of June 30, 1999 may use future sick leave accruals to replenish the number of days subject to the sick leave conversion, up to the number of days on record as of June 30, 1999.

Unit members hired from July 1, 1987 through October 31, 1994 who retire from the District shall be compensated at the rate of two (2) days pay for every five (5) days unused sick leave to one hundred fifty (150) days and three (3) days pay for every five (5) days unused sick leave at his/her daily rate of pay at retirement, not to exceed a total of two hundred fifty (250) sick days. The above referenced accumulated sick days do not include the first fifty (50) such sick days and shall not exceed a total of two hundred and fifty (250) sick days. The number of sick leave days subject to the sick leave conversion shall be capped at the number of days on record as of June 30, 1999. Unit members whose accumulation thereafter falls below the number of days on record as of June 30, 1999 may use future sick leave accruals to replenish the number of days subject to the sick leave conversion, up to the number of days on record as of June 30, 1999.

D. Sick Leave Bonus

Any unit member who uses five or less sick days per school year shall be paid a bonus of \$400.

SECTION 3: PERSONAL LEAVE

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

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

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

SECTION 4: JURY DUTY

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

SECTION 5: BEREAVEMENT LEAVE

All unit members shall be entitled to five (5) consecutive days of absence from employment, with pay, commencing with date of death, not chargeable to any other leave, for a death in the immediate family (parents, grandparents, children, grandchildren, brothers, sisters, spouse, and respective in-laws). Unit members shall be entitled to one (1) day for the death of close relatives not otherwise covered. The District may request the unit member to submit proof of death for the purpose of payment under this provision.

SECTION 6: LEAVES OF ABSENCE

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

ARTICLE 6 HEALTH INSURANCE AND WELFARE TRUST FUND

SECTION 1: HEALTH INSURANCE

A. The District shall pay the following percentages of contribution toward the premium for individual or family coverage under the Dutchess Alternative PPO Plan, CDPHP, or MVP Health Plan for all unit members electing to participate in such plan:

Full-time unit members hired prior to 11/1/94 and part-time unit members hired prior to 9/1/87:

Effective 7/1/07 through 6/30/08: 100%
Effective 7/1/08 through 12/31/11: 96%
Effective 1/1/12: 95%

Upon retirement, effective the first of the month following the effective date of retirement, the District shall pay 100% of the premium for unit members who retire on or before 6/30/12. The District shall continue the premium contribution percentage in effect at the time of retirement for unit members who retire 7/1/12 or after.

Full-time unit members hired 11/1/94 through 5/23/99:

Effective 7/1/07 through 6/30/08: 100% of the cost of the lowest-priced individual or family plan or 93% of the cost of a higher-priced plan
Effective 7/1/08 through 12/31/11: 96% of the cost of the lowest-priced individual or family plan or 93% of the cost of a higher-priced plan
Effective 1/1/12: 95% of the cost of the lowest-priced individual or family plan or 93% of the cost of a higher-priced plan

Upon retirement, effective the first of the month following the effective date of retirement, the District shall pay 100% of the premium of the lowest-priced individual or family plan or 93% of the cost of a higher-priced plan for unit members who retire on or before 6/30/12. The District shall continue to contribute 95% of the cost of the lowest-priced individual or family plan or 93% of the cost of a higher-priced plan for unit members who retire 7/1/2012 or after.

Full-time unit members hired 5/24/99 through 8/31/03: 93%. Upon retirement, the District shall continue the premium contribution percentage in effect at the time of retirement.

Full-time unit members hired 9/1/03 or after: 90%. Upon retirement, the District shall continue the premium contribution percentage in effect at the time of retirement.

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

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

D. Health Insurance Shared Savings Plan

Any unit member who can demonstrate proof of alternate coverage shall have the option of applying for the benefits hereunder and shall execute all documents necessary in connection herewith. Upon approval of the unit member's application hereunder, the unit member will not be eligible to receive the health insurance benefits provided above and shall receive, in lieu thereof, the sum of \$1150 per annum if such unit member had family or two-person coverage or \$600 per annum if such unit member had single coverage. Half of such sums will be paid in February and half in June.

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

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

E. Change of Group Health Insurance Plans

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

F. Dual Coverage

As of the date October 31, 1994, no unit member or retiree may be covered under health insurance coverage provided by the District and also get additional health insurance provided by the District. Unit members covered by dual family coverage prior to July 1, 1994 will be entitled to an annual buy-out in the amount of \$1,150. Effective 7/1/08, any unit member otherwise entitled to dual family coverage will be entitled to an annual buy-out in the amount of \$1,150.

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

SECTION 2: WELFARE TRUST FUND

A. Annual contributions in the following amounts shall be made by the District and received by the Union no later than July 15th of each school year on behalf of each full-time position in the unit and for each part-time position in the unit, except that no contribution will be made for part-time unit members hired after July 1, 1991:

2007-08: \$850
2008-09: \$1,025
2009-10: \$1,150
2010-11: \$1,225
2011-12: \$1,300

B. Where during the school year the number of positions is increased, a pro-rata amount of the above contributions

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

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

ARTICLE 7 WORKERS' COMPENSATION

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

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

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

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

ARTICLE 8 RETIREMENT

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

ARTICLE 9 UNIT MEMBER STATUS AND RIGHTS

SECTION 1: JOB OPENINGS

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

Seniority, qualifications and prior employment history with the District shall be considerations in filling vacancies, including promotional opportunities. The Office of Human Resources shall inform supervisors of this requirement. Hiring supervisors will provide a candidate with substantive reasons to support their recommendations to hire another candidate.

SECTION 2: NON-DISCRIMINATION

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

SECTION 3: GRIEVANCE PROCEDURE

A. Definitions

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

2. The word "day" as used in this article shall mean a regular work day.

B. Basic Principles

1. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.

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

3. A unit member shall have the right to be represented at any stage of the procedures by a person or persons of his/her own choice.

4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.

5. All hearings shall be confidential.

6. It shall be the responsibility of the chief administrator of the District to take such steps as may be necessary to give force and effect to these procedures. Each administrator shall have the responsibility to consider promptly each grievance presented to him/her and make a determination within the authority delegated to him/her within the time specified in these procedures.

7. The function of these procedures is to assure equitable and proper treatment under this agreement and existing laws, rules, regulations, and policies that relate to or affect a unit member in the performance of his/her assignment and are designed to be used for changing such rules or establishing new ones.

C. Procedures:

1. Time Limitations

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

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

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

2. Informal Adjustment

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

3. Stages

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

Stage I: An aggrieved party shall present a grievance to his/her immediate supervisor who shall render a written determination to the aggrieved party within a period of two (2) days.

Stage II: Within five (5) days of receipt of the disposition of the grievance at Stage I, the grievant may appeal in writing to the Superintendent of Schools.

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

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

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

Stage IV: Arbitration

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

D. Election of Remedies

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

E. Preparation and Processing Time

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

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

SECTION 4: PART-TIME AND 10-MONTH CREDIT

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

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

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

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

SECTION 5 – SENIORITY CREDIT FOR PART-TIME UNIT MEMBERS

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

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

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

ARTICLE 10 SAFETY AND HEALTH MAINTENANCE

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

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

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

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

ARTICLE 11 UNION STATUS AND RIGHTS

SECTION 1: RIGHT OF REPRESENTATION

The District recognizes the right of unit members to designate representatives of the Union to appear on their behalf to adjust salaries, working conditions, grievances, and disputes as to the terms and conditions of this Agreement and to make reasonable visits to unit members during working hours, with the prior approval of the Superintendent or his/her Designee.

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

The present practice of release time for grievance administration by unit members shall continue during the lifetime of this agreement.

SECTION 2: BULLETIN BOARDS

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

SECTION 3: UNION RELEASE TIME

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

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

**ARTICLE 12
CONFORMITY WITH LAW**

SECTION 1: DECLARATION OF PLEDGE OF NO-STRIKE POLICY

In consideration of the recognition by the District of the Union as the sole and exclusive bargaining representative of the unit members, the Union does hereby affirm a policy that it does not assert the right to strike against the school system nor will it assist in or participate in any such strike by the unit members, nor will it impose any obligation on said unit members to conduct, assist in, or participate in a strike.

SECTION 2: NO-LOCKOUT PROVISION

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

SECTION 3: SEVERABILITY

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

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

SECTION 4: MANDATED PROVISION OF THE LAW

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

"It is agreed between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of the law, or to provide the additional funds therefore, shall not become effective until the appropriate legislative body has given approval."

**ARTICLE 13
NO LAYOFFS**

No full-time unit member employed as of July 23, 1980 shall be laid off or reduced in hours for the life of the agreement, except for just cause, it being understood that this provision does not guarantee any individual any specific job.

**ARTICLE 14
UNEMPLOYMENT**

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

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

**ARTICLE 15
EVALUATION PROCEDURE**

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

**ARTICLE 16
TERM OF AGREEMENT**

This agreement shall be effective July 1, 2007 and shall continue in effect through June 30, 2012 and from year to year thereafter unless reopened as follows:

In the event either party wishes to amend this agreement, notice must be given by February 1, 2012.

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

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

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

WAPPINGERS CENTRAL SCHOOL DISTRICT

Superintendent of Schools

WAPPINGERS CENTRAL SCHOOL DISTRICT OFFICE UNIT

President

Labor Relations Specialist

APPENDIX A: WCSO OFFICE UNIT FULL-TIME SALARY SCHEDULES

APPENDIX A-1														
2007-08 Office Unit Salary Schedule														
Step	Account Clerk Typist 10-month	Account Clerk Typist	Health Aide Typist 10-month	Library Clerk 10-month	Senior Account Clerk Typist	Senior Stenographer	Senior Typist	Senior Stenographer	Typist 10-month	Typist	Typist B 10-month	Typist B	Typist B	Step
1	22,734	27,282	20,168	19,001	29,581	28,177	27,282	25,953	20,168	24,203	20,898	25,079	1	
2	23,804	28,566	21,114	19,949	30,853	29,451	28,566	27,239	21,114	25,338	21,905	26,287	2	
3	24,922	29,908	22,111	20,948	32,192	30,794	29,908	28,579	22,111	26,534	22,963	27,557	3	
4	26,092	31,312	23,163	21,996	33,596	32,196	31,312	29,985	23,163	27,797	24,076	28,892	4	
5	27,322	32,788	24,263	23,095	35,077	33,671	32,788	31,460	24,263	29,117	25,238	30,287	5	
6	28,622	34,348	25,412	24,247	36,631	35,233	34,348	33,018	25,412	30,496	26,466	31,760	6	
7	29,985	35,984	26,629	25,461	38,268	36,870	35,984	34,658	26,629	31,956	27,755	33,307	7	
8	31,404	37,686	27,899	26,730	39,976	38,569	37,686	36,356	27,899	33,480	29,096	34,917	8	
9	32,190	38,629	28,596	27,397	40,976	39,532	38,629	37,266	28,596	34,317	29,824	35,790	9	
10	32,994	39,594	29,310	28,082	41,999	40,520	39,594	38,198	29,310	35,174	30,570	36,685	10	
11	33,819	40,584	30,044	28,785	43,050	41,534	40,584	39,152	30,044	36,054	31,334	37,602	11	
APPENDIX A-2														
2008-09 Office Unit Salary Schedule														
Step	Account Clerk Typist 10-month	Account Clerk Typist	Health Aide Typist 10-month	Library Clerk 10-month	Senior Account Clerk Typist	Senior Stenographer	Senior Typist	Senior Stenographer	Typist 10-month	Typist	Typist B 10-month	Typist B	Typist B	Step
1	23,643	28,373	20,975	19,761	30,764	29,304	28,373	26,991	20,975	25,171	21,734	26,082	1	
2	24,757	29,709	21,959	20,747	32,087	30,629	29,709	28,329	21,959	26,352	22,781	27,338	2	
3	25,919	31,104	22,995	21,786	33,480	32,026	31,104	29,722	22,995	27,595	23,882	28,659	3	
4	27,136	32,564	24,090	22,876	34,940	33,484	32,564	31,184	24,090	28,909	25,039	30,048	4	
5	28,416	34,100	25,234	24,019	36,480	35,018	34,100	32,718	25,234	30,282	26,247	31,498	5	
6	29,767	35,722	26,429	25,217	38,096	36,642	35,722	34,339	26,429	31,716	27,524	33,030	6	
7	31,185	37,423	27,694	26,479	39,799	38,345	37,423	36,044	27,694	33,234	28,865	34,639	7	
8	32,660	39,193	29,015	27,799	41,575	40,112	39,193	37,810	29,015	34,819	30,260	36,314	8	
9	33,477	40,174	29,740	28,493	42,615	41,113	40,174	38,757	29,740	35,690	31,017	37,222	9	
10	34,314	41,178	30,483	29,205	43,679	42,141	41,178	39,726	30,483	36,581	31,792	38,152	10	
11	35,171	42,207	31,245	29,936	44,772	43,195	42,207	40,718	31,245	37,496	32,587	39,106	11	
APPENDIX A-3														
2009-10 Office Unit Salary Schedule														
Step	Account Clerk Typist 10-month	Account Clerk Typist	Health Aide Typist 10-month	Library Clerk 10-month	Senior Account Clerk Typist	Senior Stenographer	Senior Typist	Senior Stenographer	Typist 10-month	Typist	Typist B 10-month	Typist B	Typist B	Step
1	24,589	29,508	21,814	20,551	31,995	30,476	29,508	28,071	21,814	26,178	22,603	27,125	1	
2	25,747	30,897	22,837	21,577	33,370	31,854	30,897	29,462	22,837	27,406	23,692	28,432	2	
3	26,956	32,348	23,915	22,657	34,819	33,307	32,348	30,911	23,915	28,699	24,837	29,805	3	
4	28,221	33,867	25,053	23,791	36,338	34,823	33,867	32,431	25,053	30,065	26,041	31,250	4	
5	29,552	35,464	26,243	24,980	37,939	36,419	35,464	34,027	26,243	31,493	27,297	32,758	5	
6	30,958	37,151	27,486	26,226	39,620	38,108	37,151	35,713	27,486	32,985	28,625	34,351	6	
7	32,432	38,920	28,802	27,538	41,391	39,879	38,920	37,486	28,802	34,563	30,019	36,025	7	
8	33,966	40,761	30,175	28,911	43,238	41,716	40,761	39,322	30,175	36,212	31,471	37,767	8	
9	34,816	41,781	30,930	29,633	44,320	42,758	41,781	40,307	30,930	37,118	32,258	38,711	9	
10	35,686	42,825	31,702	30,373	45,426	43,827	42,825	41,315	31,702	38,044	33,064	39,678	10	
11	36,578	43,895	32,495	31,133	46,563	44,923	43,895	42,347	32,495	38,996	33,891	40,670	11	
APPENDIX A-4														
2010-11 Office Unit Salary Schedule														
Step	Account Clerk Typist 10-month	Account Clerk Typist	Health Aide Typist 10-month	Library Clerk 10-month	Senior Account Clerk Typist	Senior Stenographer	Senior Typist	Senior Stenographer	Typist 10-month	Typist	Typist B 10-month	Typist B	Typist B	Step
1	25,572	30,688	22,687	21,373	33,275	31,695	30,688	29,194	22,687	27,225	23,507	28,210	1	
2	26,776	32,133	23,751	22,440	34,705	33,128	32,133	30,641	23,751	28,502	24,640	29,569	2	
3	28,034	33,642	24,872	23,564	36,212	34,639	33,642	32,147	24,872	29,847	25,831	30,998	3	
4	29,350	35,221	26,056	24,743	37,791	36,216	35,221	33,729	26,056	31,268	27,082	32,500	4	
5	30,735	36,883	27,293	25,979	39,457	37,875	36,883	35,388	27,293	32,753	28,389	34,068	5	
6	32,196	38,637	28,586	27,275	41,205	39,632	38,637	37,141	28,586	34,304	29,770	35,725	6	
7	33,729	40,477	29,954	28,640	43,047	41,474	40,477	38,985	29,954	35,946	31,220	37,466	7	
8	35,324	42,391	31,382	30,067	44,968	43,385	42,391	40,895	31,382	37,660	32,730	39,277	8	
9	36,209	43,452	32,167	30,818	46,092	44,468	43,452	41,920	32,167	38,602	33,548	40,259	9	
10	37,114	44,538	32,970	31,588	47,243	45,580	44,538	42,968	32,970	39,566	34,386	41,265	10	
11	38,041	45,651	33,795	32,379	48,425	46,720	45,651	44,041	33,795	40,556	35,246	42,297	11	
APPENDIX A-5														
2011-12 Office Unit Salary Schedule														
Step	Account Clerk Typist 10-month	Account Clerk Typist	Health Aide Typist 10-month	Library Clerk 10-month	Senior Account Clerk Typist	Senior Stenographer	Senior Typist	Senior Stenographer	Typist 10-month	Typist	Typist B 10-month	Typist B	Typist B	Step
1	26,493	31,793	23,503	22,142	34,473	32,836	31,793	30,245	23,503	28,205	24,354	29,226	1	
2	27,741	33,290	24,606	23,248	35,954	34,321	33,290	31,744	24,606	29,528	25,526	30,633	2	
3	29,043	34,853	25,766	24,412	37,516	35,886	34,853	33,304	25,766	30,921	26,761	32,114	3	
4	30,406	36,489	26,994	25,634	39,151	37,520	36,489	34,943	26,994	32,394	28,057	33,670	4	
5	31,841	38,211	28,276	26,914	40,877	39,239	38,211	36,662	28,276	33,932	29,410	35,294	5	
6	33,355	40,028	29,615	28,257	42,688	41,059	40,028	38,478	29,615	35,539	30,841	37,011	6	
7	34,944	41,934	31,032	29,671	44,597	42,967	41,934	40,388	31,032	37,240	32,345	38,815	7	
8	36,596	43,917	32,512	31,149	46,587	44,947	43,917	42,367	32,512	39,016	33,908	40,691	8	
9	37,512	45,016	33,325	31,927	47,751	46,069	45,016	43,429	33,325	39,992	34,755	41,708	9	
10	38,449	46,141	34,157	32,725	48,944	47,221	46,141	44,515	34,157	40,990	35,624	42,751	10	
11	39,410	47,294	35,012	33,545	50,168	48,402	47,294	45,626	35,012	42,016	36,515	43,820	11	

APPENDIX B: WCSO OFFICE UNIT PART-TIME SALARY SCHEDULES

APPENDIX B					
OFFICE UNIT PART-TIME SALARY SCHEDULE					
STEP	2007-08	2008-09	2009-10	2010-11	2011-12
1	10.70	11.13	11.58	12.04	12.47
2	11.23	11.68	12.15	12.64	13.10
3	11.91	12.39	12.89	13.41	13.89
4	12.50	13.00	13.52	14.06	14.57
5	12.82	13.33	13.86	14.41	14.93
6	13.15	13.68	14.23	14.80	15.33
7	13.48	14.02	14.58	15.16	15.71
<p>Part-time Step Movement: A part-time unit member assigned to work 15 or more hours per week for any school year will move on step annually. A part-time unit member assigned to work less than 15 hours per week for any school year will move on step every two years.</p> <p>Part-time Longevity Increments: Beginning of 15 years of service: 25 cents per hour total Beginning of 20 years of service: 30 cents per hour total Beginning of 25 years of service: 35 cents per hour total Payment shall commence on July 1st following completion of the time requirement.</p>					

**APPENDIX C
GRIEVANCE PROCEDURE LINES OF AUTHORITY**

STAGE ONE	
Unit members assigned to	
Assistant Coordinator's offices	Coordinator
Assistant Principal's offices	Principal
Assistant Superintendent's offices	Assistant Superintendent
Business Office	School Business Manager
Coordinator's offices	Coordinator
Director's offices	Director
Facilities & Operations Office	Director of Facilities & Operations
Guidance offices	Principal
Health offices	Coordinator for Student Services
Libraries	Coordinator for Libraries & Technology
Principal's offices	Principal
Purchasing Office	Purchasing Agent
School Lunch Office	School Lunch Director
Superintendent's Office	Superintendent of Schools
Technology Support Services Office	Deputy Superintendent for Technology, Testing, & Assessment
Transportation Office	Supervisor of Transportation
STAGE TWO	
All unit members	Superintendent of Schools or Designee
STAGE THREE	
All unit members	Board of Education

APPENDIX D
WAPPINGERS CENTRAL SCHOOL DISTRICT OFFICE UNIT
EVALUATION PROCEDURE

1. Office Unit staff will only be evaluated by certified or support staff administrators.
2. The evaluation may be completed at any time during the year.
3. The administrator will review the evaluation with the unit member within 10 days of its completion.
4. Temporary, provisional, and probationary unit members will be formally evaluated at least once annually. Probationary unit members will be evaluated four weeks prior to the completion of the probationary period, unless the administrator has concerns, in which case a preliminary evaluation should be completed approximately halfway through the probationary period.
5. Permanent unit members will be formally evaluated at least once biennially.
6. All monitoring or observation of work and performance of unit members shall be conducted openly with the full knowledge of the unit member. Neither the public address system nor any other similar surveillance device or system shall be used for observation or evaluation purposes without the prior consent of the unit member.
7. The evaluation for provisional and probationary unit members will indicate one of the following ratings:

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

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

Unsatisfactory: Unless there is a substantially improved performance, permanent status will be denied and immediate dismissal may result.
8. The evaluation for temporary unit members will indicate one of the following ratings:

Satisfactory: Work performance meets or exceeds expectations;

Unsatisfactory: Work performance is below acceptable standard.
9. No rating is required for permanent unit members.
10. Evaluation forms will be typed by a Senior Typist or a Senior Stenographer or typed or handwritten by the administrator himself/herself.
11. If an evaluation is determined to be unsatisfactory by the administrator, suggestions for improvement will be made, in writing, and a follow-up evaluation will be scheduled.
12. Any unit member comments (optional) must be completed on the evaluation form within five school days of the review with the administrator.
13. The evaluation original is to be sent to the central office supervisor of the evaluator, who will forward the evaluation to the Office of Human Resources. A copy will go to the unit member and a copy will be retained by the evaluator.

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