

COLLECTIVE BARGAINING AGREEMENT

By and Between

The Board of Education of the

WAPPINGERS CENTRAL SCHOOL DISTRICT

and

**WAPPINGERS FEDERATION OF EDUCATIONAL ASSISTANTS
(SCHOOL MONITORS AND SCHOOL MONITORS/BUS)**

July 1, 2006 through June 30, 2010

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PREAMBLE

WHEREAS, the District recognizes its obligations to assure equitable treatment of its employees herein, pursuant to the laws of the State of New York, and the rules, regulations, and policies of the District, and 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 Federation of Educational Assistants (“Association”) as the sole and exclusive bargaining agent for all District School Monitors and School Monitors (Bus) (“Employees”) 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 employer of the Association as the sole and exclusive bargaining representative of the employees, 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 employees, nor will it impose any obligation on said employees 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.

1.3 - A joint committee of District and Union representatives shall be established to review the job responsibilities of and possible inservice opportunities for School Monitors and School Monitors (Bus) and to make recommendations with respect to changes thereto. Such recommendations shall be advisory only.

ARTICLE 2
GRIEVANCE PROCEDURE

2.1 - A grievance is a complaint by an employee in the unit or by a group of employees 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, regulations of the Board or its agents, not governed by the terms of this Agreement, shall be grievable through Stages I-III and may be processed through arbitration as contained herein; however, said arbitration shall be advisory only.

2.3 - A grievance shall be processed 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 days.

Stage II Within five days of the disposition of the grievance at Stage I, the grievant may appeal to the Superintendent of Schools or his designee.

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

A meeting of the parties for the purpose of presenting mutual positions shall be held on three days' notice at Stage II, and III, 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 IV if the aggrieved party is not satisfied with the decision at Stage III, the Association may submit the grievance to arbitration within 15 days of the decision at Stage III.

The following arbitrators, or such other arbitrators who may be mutually agreed upon by the parties, are designated as arbitrators for the life of the agreement and shall be assigned on a rotational basis provided that the arbitrator shall be available within sixty (60) calendar days:

1. Richard Adelman
2. Howard Edelman
3. Martin Ellenberg
4. Thomas Rinaldo

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

2.5 - An employee 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 employees or appears to be associated with system-wide policies, it may be submitted by the Association 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.

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 employee 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 the 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 OF EMPLOYMENT**

3.1 - Upon discharge, the employer shall pay all money due the employee. Upon quitting, the employer shall pay all money due the employee on the payday in the week following such quitting.

3.2 - Upon separation from employment, the employee shall return to his/her immediate superior all school property in his/her possession or assigned to him/her in substantially the same condition as when received, reasonable wear and tear expected, or pay the fair and reasonable value thereof.

ARTICLE 4 **PAYROLL INFORMATION**

4.1 - Employees shall be paid every two weeks. When the regular payday falls on a holiday or recess period, the employer shall pay the employee on the last working day immediately preceding the holiday or recess period.

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

4.3 - In the event of the cancellation of individual bus runs or in the event of any emergency closing of school, delayed opening, or due to weather or any other reason, if announcement to close is made at or after the individual's starting time, the individual shall receive the full day's pay. In the event of cancellation of individual bus runs for any reason, if announcement of such is made less than thirty (30) minutes before the individual's starting time, the individual shall receive the full day's pay. Any unit member who is scheduled to work when school is delayed for inclement weather shall be entitled to his/her regular wages for the period of the delay.

4.4 - Effective with the 2006-07 school year, paid holidays include Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, one day for the Christmas holiday, one day for the New Year's holiday, Martin Luther King's Birthday, President's Day, and Memorial Day, plus one additional holiday to be designated by the District (10 holidays total). Effective with the 2007-08 school year, paid holidays will include two additional holidays to be designated by the District (12 days total). Effective with the 2008-09 school year, paid holidays will include one additional holiday to be designated by the District (13 days total). Effective with the 2009-10 school year, paid holidays will include one additional holiday to be designated by the District (14 days total).

4.5 - Beginning with the 2007-08 school year, employees may choose to be paid for the first two additional holidays designated by the District or for the first two snow days of the school year. Employees shall be paid for the first two additional holidays unless they notify the District in writing no later than November 1 that they are choosing the snow day option. In the event there are less than two snow days in a school year, payment shall be made on the return day(s) designated on the school calendar.

ARTICLE 5 **SICK LEAVE**

5.1 - Employees covered hereunder shall be entitled to the following sick leave provisions:

- a) Sick leave for each year is calculated on September 1 for continuing employees and from date of hire for new employees.
- b) Sick leave may be used for sickness in the family residing in the household and for personal illness, provided, however, that no more than five (5) days of sick leave may be used annually for sickness in the immediate family.
- c) A new unit employee hired on or before February 1 will be considered to have a full year of service, for the purpose of earned sick days, on the July 1st next following and, thereafter on each succeeding July 1st.
- d) A new unit employee hired after February 1 will not commence service accrual for the purpose of earned sick days until the following July 1st.

5.2 - Employees hired on or before December 8, 1994 earn sick leave as follows:

First year of service	5 days (one day upon the completion of each two months of service)
Second year of service	5 days
Third year of service	7 days
Fourth year of service	7 days
Fifth year of service	9 days
Sixth year of service	9 days
Seventh year of service	11 days
Eighth year of service	12 days
Ninth year of service	13 days

The first year of service equals one day upon completion of each two months of service.

5.3 - Employees hired after December 8, 1994 earn sick leave in accordance with the schedule in 5.2, however, the maximum annual sick leave allowance for such employees shall be 10 days per year which shall be available in the seventh year of service.

5.4 - Effective July 1, 2002 employees may accumulate up to 65 days of sick leave from annual sick leave allotments. Effective July 1, 2003 employees may accumulate up to 70 days and effective July 1, 2004 employees may accumulate up to 75 days.

5.5 - Any unit member who has completed 20 years of regular (non-substitute) District service and has accumulated at least 50 sick leave days, shall be eligible for payment for unused sick leave upon separation from service according to the following formula: 20% of the number of accumulated sick leave hours multiplied by \$13.47. Any unit member discharged for cause shall not be eligible for payment for unused sick leave.

ARTICLE 6 **OTHER LEAVES**

6.1 - Personal Leave - Employees working a full year shall be entitled to up to two (2) approved personal days absence yearly without loss of compensation for the purpose of transacting or attending to personal business which can not be attended to on other than a school day or other than during school hours. The reason for the taking of a personal day (e.g., legal, family emergency, religious observance, funeral, etc.) must be made known to, and approved by, such employee's supervisor in advance. Such approval shall not be unreasonably withheld. The District shall not routinely require documentation to support the employee's request for personal leave. Except in an emergency and with the approval of the supervisor, personal leave may not be taken on the day before or after a holiday or recess period. Where the request for personal leave does not arise as a result of an emergency, the employee must give at least two (2) days notice of his/her request. Personal leave shall not be used for vacation or outside employment. Abuse of personal leave shall be cause for discipline. Unused personal days shall be added to an employee's accumulated sick days at the end of each school year.

6.2 - Jury Duty Leave - Association 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 employee, a maximum of five consecutive days beginning with the date of death, will be granted for attendance at the funeral and a period of mourning. Immediate family will be defined as: spouse, child, parent, sibling, parent-in-law, sibling-in-law, grandparent and grandchildren.

6.4 - Subpoena - On proof of the necessity of attendance in court pursuant to a subpoena in a proceeding to which the employee is not a party, leave shall be granted for such appearance without charge to other leave credits, provided that such employee 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 employee 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, an employee, 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 - An employee on a Leave of Absence must work seven months of the year to receive credit for a year to move on step or earn increased sick leave.

6.7 - 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.

ARTICLE 7 **WORK DAY, WORK WEEK**

7.1 - The work day shall be no longer than seven consecutive hours, excluding lunch, for all employees, commencing at the designated time the employee works. No employee shall work more than four consecutive hours without a break for lunch.

7.2 - If an employee is assigned to work beyond the allotted hours, the employee shall be paid for those hours and if over eight hours in a day, or forty hours in a week, at time and a half.

7.3 - Employees shall be paid for actual hours worked on Superintendent's Conference Days and all required meetings held before or after regular working hours.

7.4 - Time worked as a substitute teacher, where such assignment has been specifically made by the school Principal on any given day, will be paid in accordance with the following provisions:

Elementary (K-6) time is reflected in hours worked.
Secondary (7-12) time is reflected in periods worked.

Approved time as a substitute for 1, 2 or 3 hours/periods in any given day will be paid on the basis of regular pay plus a total of \$10.00 for all such time.

Approved time as a substitute for more than 3 hours/periods in any given day will be paid on the basis of regular pay plus a total of \$20.00 for all substitute service on such day.

ARTICLE 8 **WAGES**

8.1 - All employees shall be paid pursuant to the schedules attached hereto effective July 1, 2006 through June 30, 2010.

ARTICLE 9 **PAYROLL DEDUCTIONS**

9.1 - Dues Deduction

A. The District agrees to deduct from the salaries of its employees, 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 September 1st of each school year, the amounts of dues and assessments to be deducted from each employee. Deductions shall commence in the second paycheck in September (or from a new employee's initial paycheck) and shall be deducted in each paycheck, as indicated by the Association, throughout the employee's work year.

B. 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.

9.2 - Agency Fee - 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. These 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 so long as the Association maintains such procedures.

ARTICLE 10 **WORKERS' COMPENSATION**

10.1 - All employees 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 absence for which the employee also receives full sick leave pay, will be returned to the District so long as the employee receives full salary. No sick leave shall be charged for the amounts of Workers' Compensation benefits returned to the School District. The days returned to the employee shall be determined by dividing the compensation awarded to the District by the employee's current daily rate. The employee shall be entitled to retain any Workers' Compensation benefits for any period which sick leave pay is not paid or payable.

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

ARTICLE 11
NO DISCRIMINATION

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

ARTICLE 12
IN-SERVICE

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

12.2 - Employees desiring to participate in District in-service courses, workshops or programs and in obtaining in-service credit pursuant to this Article must request approval through the use of appropriate forms prior to participation in the course, workshop or program.

ARTICLE 13
EVALUATIONS & PERSONNEL HISTORY FOLDER

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

13.2 - An employee shall have the right to examine the Superintendent file relating to him/her at reasonable intervals upon request to the Superintendent of Schools or his designee. To the extent permitted by law, an employee's personnel file shall not be opened to public inspection.

13.3 - Only certified members of the administrative staff shall evaluate employees.

13.4 - A member of the Association may, with the employee's written request, accompany the employee and review the file.

13.5 - All monitoring, observation of work and performance of employees, shall be conducted openly with the full knowledge of the employee. 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 employee.

ARTICLE 14
ASSOCIATION RIGHTS

14.1 - The President of the Association, or his/her designee, shall be granted reasonable release time, as approved by the Superintendent or his/her designee, for Association business without loss of pay.

14.2 - The Association shall be entitled to reasonable use of existing bulletin boards in each building.

14.3 - The District shall provide a secure place for storing personal property, such as coats and pocketbooks for each employee.

14.4 - The Association shall have the right to distribute notices, circulars, and other materials relating to Association business to bargaining unit members provided no disruption to educational processes occurs.

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

14.6 - Notice of Vacancies – In the event of a vacancy in the unit, a notice shall be prepared and posted on bulletin boards in each school and bus garage for a period of at least five days. Concurrent with the posting, the Association President shall be provided with a copy of the posting. Unit members shall be afforded the opportunity to apply in writing for any posted unit vacancy.

14.7 – During the last week in August, School Monitors (Bus) may indicate their preference of bus runs. Final designation, however, shall be made by the District. The District retains the right to exchange runs during the year where necessary. Initial assignments of bus monitors shall be consistent with District practice. Seniority shall be a consideration in the assigning of bus routes. For purposes of this section, seniority shall be based on length of service as a bus monitor minus any unpaid periods of 30 days or more.

14.8 - Seniority shall be a consideration in the assignment of additional hours in the same building. For purposes of this section, seniority shall be based on length of service as a school monitor minus any unpaid periods of 30 days or more.

ARTICLE 15
DISCIPLINE

15.1 - No employee shall be discharged or disciplined in any manner without just cause, it being understood that said provision applies only to those employees entitled to rights under Section 75 of the Civil Service Law. An employee shall elect to pursue his/her rights under this agreement or by statute, but the election of one remedy shall preclude the use of the other.

ARTICLE 16
SHOE ALLOWANCE

16.1 - The employer, in lieu of furnishing shoes, will provide a \$85.00 allowance to each employee in each year of this Agreement toward the purchase and care of shoes. Only employees hired by the District prior to June 30, 1998 shall be eligible for such shoe allowance.

16.2 - All employees in employment status on November 30th in each year will receive a lump sum payment by January 2nd.

ARTICLE 17
MEAL ALLOWANCE AND LODGING EXPENSES FOR BUS MONITORS

In the event that a special activity trip commenced prior to 6:30 a.m., the unit member shall be entitled to a breakfast allowance. In the event that a special activity trip commenced prior to 11 a.m. and terminated after 2:00 pm, the unit member shall be entitled to a lunch allowance. In the event that a special activity trip commenced prior to 4:30 p.m. and terminated after 6:00 p.m., the unit member shall be entitled to a dinner allowance. The maximum amounts reimbursed will be as follows:

Breakfast	\$ 5.00
Lunch	\$10.00
Dinner	\$15.00
Total	\$30.00

For unit members on trips of 24 hours or more duration, or on overnight trips, the following meal maximums shall apply:

Breakfast	\$ 7.00
Lunch	\$10.00
Dinner	\$18.00
Total	\$35.00

In addition, for unit members on trips of 24 hours or more duration, the unit member shall be reimbursed for expenses incurred in lodging not to exceed \$100 per night.

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

ARTICLE 18
RETIREMENT CONTRIBUTIONS

18.1 - Retirement contributions are governed by the "Non-Contributory Plan (Section 75-i)" under the New York State Employees' Retirement System.

ARTICLE 19
RIGHTS OF PERMANENT EMPLOYEES UPON RECALL TO EMPLOYMENT

19.1 - A unit member whose employment is terminated because of a reduction in force and where re-employment takes place within two years of the date the termination became effective, the employee shall be restored to employment with the same seniority, previously accumulated leave benefits, and the same step of the salary schedule as he/she had on the date his/her employment was terminated.

19.2 - For the purpose of a reduction in work force, such reduction will be determined by seniority. Seniority shall be based on length of service in the bargaining unit minus any unpaid periods of 30 days or more. Any position(s) reinstated will be filled by first recalling employees who have been excessed and who are qualified for the position. The call-back list will be maintained for a period of two (2) years pursuant to Paragraph 19.1 above.

If an employee 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 20
LEGISLATIVE ACTION

20.1 - 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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 21
GENERAL PROVISIONS

21.1 - Except as otherwise provided herein "days" shall mean work days.

21.2 - As used herein "daily rate of pay" means the employees scheduled hours of work times his/her hourly rate of pay.

21.3 - Newly hired employees shall be told the starting salary and given a copy of this Agreement at the time of employment.

21.4 - Within the limits of the law, and to the extent necessary to facilitate effective job performance, the District will timely notify appropriate school monitors and school monitors (bus) employed on bus runs of the physical and/or psychological disabilities of students they directly and regularly supervise.

21.5 - In the event that any provision or application of this Agreement is held contrary to law or regulation, all other provisions shall continue in full force and effect.

ARTICLE 22
TIME CLOCKS

22.1 - In the event that the District installs electronic time clocks, employees may be required to record their work hours utilizing such procedures as may be established by the District.

ARTICLE 23

RATIFICATION

23.1 - The District and the Association have ratified the above agreement and such ratification is verified by the signatures appearing below.

Dated: _____

WAPPINGERS CENTRAL SCHOOL DISTRICT

WAPPINGERS FEDERATION OF EDUCATIONAL ASSISTANTS

SCHOOL MONITORS AND SCHOOL MONITORS (BUS) SALARY SCHEDULE A

Hourly rate for employees who work five (5) hours or more per day

Step	2006-07	2007-08	2008-09	2009-10
1	\$8.37	\$8.68	\$9.01	\$9.35
2	\$8.73	\$9.06	\$9.40	\$9.75
3	\$9.20	\$9.55	\$9.91	\$10.28
4	\$9.85	\$10.22	\$10.60	\$11.00
5	\$10.48	\$10.87	\$11.28	\$11.70
6	\$11.67	\$12.11	\$12.56	\$13.03
7	\$12.69	\$13.17	\$13.66	\$14.17
8	\$13.34	\$13.84	\$14.36	\$14.90
9	\$13.98	\$14.50	\$15.04	\$15.60

SCHOOL MONITORS AND SCHOOL MONITORS (BUS) SALARY SCHEDULE B

Hourly rate for employees who work less than five (5) hours per day

Step	2006-07	2007-08	2008-09	2009-10
1	\$8.37	\$8.68	\$9.01	\$9.35
2	\$8.50	\$8.82	\$9.15	\$9.49
3	\$8.73	\$9.06	\$9.40	\$9.75
4	\$8.95	\$9.29	\$9.64	\$10.00
5	\$9.20	\$9.55	\$9.91	\$10.28
6	\$9.52	\$9.88	\$10.25	\$10.63
7	\$9.85	\$10.22	\$10.60	\$11.00
8	\$10.17	\$10.55	\$10.95	\$11.36
9	\$10.48	\$10.87	\$11.28	\$11.70
10	\$11.07	\$11.49	\$11.92	\$12.37
11	\$11.67	\$12.11	\$12.56	\$13.03
12	\$12.18	\$12.64	\$13.11	\$13.60
13	\$12.69	\$13.17	\$13.66	\$14.17
14	\$13.02	\$13.51	\$14.02	\$14.55
15	\$13.34	\$13.84	\$14.36	\$14.90
16	\$13.67	\$14.18	\$14.71	\$15.26
17	\$13.98	\$14.50	\$15.04	\$15.60

	2006-07	2007-08	2008-09	2009-10
10 years	\$337	\$350	\$363	\$377
15 years	\$415	\$431	\$447	\$464
20 years	\$493	\$511	\$530	\$550

	2006-07	2007-08	2008-09	2009-10
10 years	\$169	\$175	\$182	\$189
15 years	\$210	\$218	\$226	\$234
20 years	\$246	\$255	\$265	\$275