

**AGREEMENT**

**By and between the**

**WAPPINGERS CENTRAL SCHOOL DISTRICT**

**and the**

**SUPERVISORY, TECHNICAL, EXECUTIVE**

**and**

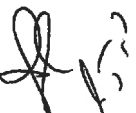
**PROFESSIONAL STAFF ASSOCIATION**

**July 1, 2018 - June 30, 2023**

Handwritten signature or initials in the bottom right corner of the page.

**TABLE OF CONTENTS**

PREAMBLE	2
ARTICLE 1: RECOGNITION	2
ARTICLE 2: WORKING CONDITIONS	2
ARTICLE 3: SICK LEAVE POLICY	3
ARTICLE 4: GROUP HEALTH INSURANCE	4
ARTICLE 5: WORKERS' COMPENSATION PAYMENT	6
ARTICLE 6: PAYROLL DEDUCTION	6
ARTICLE 7: LONGEVITY INCREMENTS	6
ARTICLE 8: PAY PERIODS	6
ARTICLE 9: BEREAVEMENT LEAVE	7
ARTICLE 10: PERSONAL LEAVE	7
ARTICLE 11: LEAVE OF ABSENCE	7
ARTICLE 12: VACATIONS	8
ARTICLE 13: TRAINING REIMBURSEMENT	8
ARTICLE 14: HOLIDAYS	9
ARTICLE 15: DISTRICT-WIDE COMMITTEE PARTICIPATION	9
ARTICLE 16: MEMBER'S FILE	9
ARTICLE 17: SALARIES/CLASSIFICATION	10
ARTICLE 18: WELFARE TRUST FUND	11
ARTICLE 19: GRIEVANCE PROCEDURE	12
ARTICLE 20: LEGISLATIVE ACTION	13
ARTICLE 21: DURATION OF AGREEMENT	13
ARTICLE 22: UNEMPLOYMENT	13
ARTICLE 23: NOTIFICATION OF ORGANIZATIONAL CHANGES REQUIRING POSITION ELIMINATION	14
ARTICLE 24: UNION RELEASE TIME	14
ARTICLE 25: MISCELLANEOUS	14



## PREAMBLE

The Wappingers Central School District ("District"), and the Supervisory, Technical, Executive, & Professional Staff Association ("Association") enter into this Agreement to further a harmonious and cooperative relationship between its members, the Administration, and the Board of Education.

## ARTICLE 1 RECOGNITION

1.1 The District has recognized the Association as the exclusive bargaining agent for a negotiating unit composed of employees in the following job titles: Head Automotive Mechanic, Head Bus Driver, Junior Accountant, Microcomputer Network Support Specialist, Microcomputer Software Assistant, Microcomputer Word Processing Support Assistant, Network Analyst, Network Specialist, School Facilities & Operations Records Specialist, Senior Accountant, Senior Groundskeeper, Senior Maintenance Mechanic, Shop Foreman, Software Support Analyst, Special Programs System Specialist, and Technology Infrastructure Manager.

## ARTICLE 2 WORKING CONDITIONS

2.1 Work space will not be held in any room in which conditions are below minimal health and safety standards as determined by the appropriate public authority.

2.2 The District will make every reasonable effort to see that each work space has adequate lavatory facilities.

2.3 The District will make every reasonable effort to include Association personnel in the consideration of District policy changes that affect the Association or its members.

2.4 Mileage reimbursement for those who use their own automobile for District business shall be paid at the highest prevailing rate per mile in accordance with District mileage rates and policy.

2.5A The District will provide, at its expense, seasonal uniforms for the Head Automotive Mechanic, Senior Groundskeeper, Senior Maintenance Mechanic, and Shop Foreman on the following basis: Five (5) pants, ten (10) shirts, and two (2) jackets to each unit member.

2.5B All unit members to whom uniforms are issued shall wear the complete uniform while on duty or carrying out the duties assigned to them. The uniforms will be maintained in a neat and clean condition and changed when necessary to maintain a neat and clean appearance. The unit member to whom the uniform is issued shall pay for loss or damage to the uniform, other than normal wear and tear.

Unit members are considered representatives of the District. Each unit member to whom uniforms are not issued is expected to report for work appropriately dressed for his/her assigned office/ work location/duties.

2.6 Unit members receiving uniforms shall receive a cleaning and maintenance allowance of \$130 per annum.

2.7 The Head Automotive Mechanic, Senior Groundskeeper, Senior Maintenance Mechanic, and Shop Foreman will receive a maximum reimbursement of \$100 per year for safety shoes upon

submitting an approved paid invoice. Effective July 1, 2019, the maximum reimbursement shall be increased to \$150.00.

**2.8** A unit member who leaves work and is recalled from home to duty (other than within two hours of the commencement of his/her shift) shall receive minimum compensation of two hours pay, regardless of time actually worked.

**2.9** Ten-month unit members shall work September 1<sup>st</sup> through June 30<sup>th</sup> each year.

### **ARTICLE 3** **SICK LEAVE POLICY**

#### **3.1 Sick Leave**

**A.** All unit members employed on or before March 31, 1995, shall receive 12 sick days per year. All ten-month and twelve-month unit members newly employed after March 31, 1995, shall receive one sick day for each month of employment.

**B.** Sick days shall accumulate without limit. On July 1st of each year, unused sick days from the prior year will be added to that which has already been accumulated.

**C.** A Doctor's certificate may be required in the event of illness. It is not the intent of this clause to require a Doctor's certificate in the event of each and every illness in the unit. It is the intent of this clause to enable the District to monitor sick leave and to prevent the abuse of the sick leave policy by individuals. Where an individual feels the District is abusing this right, he or she shall have the right to grieve.

**D.** 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 each year shall be the annual allotment of sick days for the unit member for that school year.

#### **3.2 Extended Sick Leave**

Additional sick leave in cases of single sustained illness or accident shall be available to unit members who have been employed by the District for three consecutive years, subject to the following conditions:

##### **A. Grant of Days**

In order to provide a reservoir of days to cover subsequent short term illness, a standing committee composed of two members designated by the Association shall review each case with the immediate supervisor of the staff 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.

##### **B. With Superintendent's or Designee's Approval**

**1.** If such recommendation in (A) is approved by the Superintendent or his/her designee, the unit member must exhaust all of his/her accumulated sick, vacation, and personal time.



2. It will be the right of the Superintendent or designee to review and act upon requests to extend sick leave at the end of each or any eight-week interval.

**C. 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 30 calendar days due to illness or accident.

**3.3 Sick Leave Conversion**

**A.** Any unit member who was first employed prior to February 10, 1986, upon retirement or separation from the District, shall be compensated, or his/her next of kin (upon death) compensated, at the rate of 40 percent of accumulated sick leave up to 150 days and 60 percent over 150 days, at the daily rate in effect on June 30, 1998.

**B.** Any unit member first hired by the District on February 10, 1986 or thereafter shall not be entitled to sick leave conversion upon retirement or separation. However, any unit member hired from within the District can vest his/her accumulated sick leave at 40 percent of accumulated sick leave of up to 150 days and 60 percent over 150 days, at the daily rate in effect on June 30, 1998, and be entitled to a deferred sick leave conversion upon retirement or separation from the District.

**C.** Payment for those unit members entitled to a sick leave conversion benefit shall be made into a designated District-approved IRS 403(b) plan.

**3.4 Sick Leave Bonus**

Effective July 1, 2019, any unit member who uses five or less sick days per school year shall be paid a bonus of \$500. In order to be eligible for the sick leave bonus a twelve-month employee must have been hired prior to July 15<sup>th</sup> of that school year, and a ten-month employee must have been hired prior to September 15<sup>th</sup> of that school year. In the event a ten-month employee is hired as a twelve-month employee between the period of July 16<sup>th</sup> and August 31<sup>st</sup>, he/she will receive the sick leave bonus provided he/she uses five or fewer sick leave days during that school year.

**ARTICLE 4**  
**GROUP HEALTH INSURANCE**

**4.1A.** The employer shall pay **87.5%** of the premium cost for individual or family coverage under the Dutchess BOCES Health Insurance Consortium Healthy Advantage Plan (“DEHIC Healthy Advantage”) or the EPO 20 Plan (“DEHIC EPO 20”) offered by the District for full-time unit members hired prior to May 22, 2007 and hourly unit members hired before April 1, 1995, who elect to participate in either the DEHIC Healthy Advantage or DEHIC EPO 20 plan(s). Effective July 1, 2020, the District’s contribution toward the premium cost of the selected plan shall be 87%.

**B.** Hourly unit members hired after March 31, 1995 but prior to May 22, 2007, who are regularly employed for at least 25 hours per week, shall be eligible for individual or family plan health insurance under the DEHIC Healthy Advantage or DEHIC EPO 20 plans offered by the District, for

which the District shall contribute an amount not to exceed 87.5% of the selected plan's individual coverage. Effective July 1, 2020, the District's contribution shall not exceed 87% of the selected plan's individual coverage.

C. Each person hired as a full-time ten or twelve month unit member on or after May 22, 2007 shall be eligible for individual or family plan health insurance coverage under the DEHIC Healthy Advantage or DEHIC EPO 20 plans offered by the District for which the District shall contribute an amount not to exceed 85% of the premium cost of the selected plan.

D. Hourly unit members hired on or after May 22, 2007 who are regularly employed for at least 25 hours per week shall be eligible for individual or family plan health insurance under the DEHIC Healthy Advantage or DEHIC EPO 20 plans offered by the District for which the District shall contribute an amount not to exceed 85% of the cost of the premium of the selected plan's individual coverage.

4.2 The District reserves the right to substitute a new insurance plan. The Association agrees to the District's substitution of a new health insurance plan for members of the Association in the event a substitution of such plan is agreed to by either the Wappingers Congress of Teachers or the Wappingers Federation of Workers. Substitution of a new plan shall not affect the District percentage toward premium cost in effect at the time of the substitution.

4.3 Such plan or plans offered by the District shall include provision for continuation of benefits to a unit member into retirement, at the same percentage of District contribution in effect for the unit member as of the date of the unit member's retirement, provided the unit member retired while covered by a unit collective bargaining agreement in effect prior to July 1, 1993 or provided the unit member must have a minimum of ten years of continuous full-time or hourly (25 hours per week or more) service to the District and provided the unit member retires with the New York State & Local Retirement System.

4.4 Any current unit member or new unit member who can demonstrate proof of alternate coverage, shall have the option of withdrawing from or waiving such plan and shall complete any and all documents necessary to effect such withdrawal or waiver. In the event of such withdrawal or waiver, the unit member will not be eligible to receive the health insurance benefits provided by Sections 4.1 and/or 4.2 and shall receive, in lieu thereof, the sum of \$1,000 per annum if such unit member had or was eligible for family or two-person coverage, or \$500 per annum if such unit member had or was eligible for individual coverage. Such sums will be paid in February and June. A unit member having withdrawn or waived pursuant to this section, may rejoin the plan only upon repayment to the District of all sums paid to the unit member during the then current school year.

4.5 As of March 31, 1995, no unit member or retiree may be covered under more than one family and/or individual health insurance plan provided by the District. However, unit members covered by dual family coverage prior to April 1, 1995 shall receive an annual buy-out in the amount of \$2,500.

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



**ARTICLE 5**  
**WORKERS' COMPENSATION PAYMENT**

**5.1** Unit members who are injured at school in the course of their employment and thus entitled to Workers' Compensation payments, shall be compensated in the following manner:

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

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

**ARTICLE 6**  
**PAYROLL DEDUCTION**

**6.1** 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.

**ARTICLE 7**  
**LONGEVITY INCREMENTS**

**7.1** Effective on the date of completion of 10 years of service, 15 years of service, 20 years of service, and 25 years of service, ten and twelve-month unit members shall be entitled to the payment of annual longevity increments in the amount of \$800, in addition to basic annual pay. Effective July 1, 2019, a five-year longevity of \$440 shall be established for unit members that have completed five years of service. Any unit member that as of July 1, 2019 has already met the five-year threshold shall be eligible for such longevity payment.

**ARTICLE 8**  
**PAY PERIODS**

**8.1** All unit members shall be paid on the fifteenth and the last business day of the month. When the regular pay day falls on a Saturday, Sunday, or holiday, the employer shall pay the member on the last banking day immediately preceding the Saturday, Sunday, or holiday. For purposes of this Article, "holiday" refers to days on which the entire bargaining unit is not scheduled to work. Twelve-month unit members shall be paid in 24 installments beginning July 15<sup>th</sup> or on the last business day preceding July 15<sup>th</sup> when July 15<sup>th</sup> is not a business day. Ten-month unit members shall be paid in 20 or 24 installments, as each may elect, beginning September 15<sup>th</sup> or on the last business day preceding September 15<sup>th</sup>, when September 15<sup>th</sup> is not a business day, and ending on June 30<sup>th</sup>, or on the last business day preceding June 30<sup>th</sup> when June 30<sup>th</sup> is not a business day. Changes in such election for the coming school year must be submitted in writing to the Business Office no later than August 15<sup>th</sup>.

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

8.3 Paychecks or other financial statements shall be sent to unit members in sealed envelopes.

8.4 Direct deposit of payroll checks shall be required for all unit members.

**ARTICLE 9**  
**BEREAVEMENT LEAVE**

9.1 Unit members shall be entitled to five consecutive work days absence from employment with pay commencing not later than the day of the funeral, not chargeable to any other leave, for each death in the family, i.e., parents, grandparents, children, grandchildren, brothers, sisters, spouse, and immediate in-laws. Under extenuating circumstances, the Superintendent or his/her designee shall have the discretion to waive the requirement that the days be consecutive and/or the requirement that the days commence no later than the date of the funeral.

9.2 Unit members shall be entitled to one work day per year of absence from employment with pay, not chargeable to any other leave, for funerals of close relatives other than those stated above.

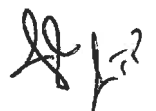
9.3 The employer may request the member to submit proof of death for the purpose of payment under this Article.

**ARTICLE 10**  
**PERSONAL LEAVE**

10.1 Unit members may use two days each year for personal business without loss of pay. Personal business leave shall be used for personal business which can only be accomplished during the work day. Except in an emergency and with the approval of the immediate supervisor, personal business leave may not be taken on the day before or after a holiday or recess period. Personal business leave shall not be used for vacation or for outside employment. Except in an emergency, at least two days advance notice shall be required. Unused personal business days shall be added to the unit member's accumulated sick days at the end of each school year.

**ARTICLE 11**  
**LEAVE OF ABSENCE**

11.1 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 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, child rearing, spouse's temporary transfer of work location, or pregnancy. Temporary help would be hired with the understanding that upon the unit member's return, he/she would be reinstated in his/her original position with continuing benefits. Refusal of request for leave is not subject to the grievance process. The foregoing shall be applied in accordance with existing federal and state law pertaining to family leave, but in no event shall this section be applied or construed to give lesser benefits than those available under federal or state law.





**ARTICLE 12**  
**VACATIONS**

12.1 For unit members hired prior to July 1, 1991, earned vacation time shall be 15 days after one year of employment through the seventh year of employment, 20 days after seven years of employment through the 15th year of employment, and 25 days each year thereafter.

12.2 For twelve month unit members hired on or after July 1, 1991, earned vacation shall be 10 days after one year of employment through the fifth year of employment, 15 days after five years of employment through the seventh year of employment, 20 days vacation after seven years of employment through the 15th year of employment, and 25 days thereafter. For ten-month full-time unit members hired on or after July 1, 1991, earned vacation shall be 5 days after one year of employment through the fifth year of employment, 6 days after five years of employment through the seventh year of employment, 7 days' vacation after seven years of employment through the fifteenth year of employment, and 8 days thereafter.

12.3 Vacation time for new unit members will be prorated on a monthly basis from the time of initial hire through the following June 30th. If the unit member's hire date occurs after the 15th of the month, no credit is accrued for said month.

12.4 Twelve-month unit members shall be entitled to carry over unused vacation time to the year immediately following. A total of five days per year can be carried up to five years service. Ten (10) days per year can be carried after five years. A maximum accumulation of 25 days can be deferred. Vacation of over four consecutive weeks must be approved by the Superintendent or his/her designee. Ten-month full-time unit members are not permitted to carry-over unused vacation time.

12.5 Notwithstanding the provisions of 12.1, unit members who were employed as of June 30, 1988 will continue the same vacation eligibility as they had as of that date.

12.6 Upon separation from employment with the District, unit members shall be paid accumulated unused vacation days at the rate of 1/260<sup>th</sup> of their annual salary provided the employee provides a minimum notice to the District of at least 30 calendar days. In an emergency and at the discretion of the Superintendent of Schools or his/her designee, the notice requirement may be waived. To receive credit for a given month, the employee must be employed for at least half the working days in that month.

12.7 Employees must give a minimum of 24 hours vacation notice to their immediate supervisor. All vacation requests must be approved by their immediate supervisor.

12.8 Unless otherwise agreed to between the supervisor and the unit member, all transportation unit members must return to work on Monday of the first full week prior to opening of school.

**ARTICLE 13**  
**TRAINING REIMBURSEMENT**

13.1 Any unit member, upon prior recommendation by his/her supervisor and approval of the Superintendent of Schools or his/her designee, may participate in classes, conferences, or special training when such instruction will benefit the District. Reimbursement for tuition costs and other appropriate costs up to a maximum of \$650 shall be made by the District upon evidence of successful completion of a course of study.

13.2 Effective July 1, 2019, unit members shall receive reimbursement at the tuition rate in effect for college courses at the State University of New York for all courses of study approved by the Superintendent and successfully completed with a grade of "B" or better, in an amount not to exceed 9 credits in any fiscal school year.

**ARTICLE 14**  
**HOLIDAYS**

14.1 Twelve-month unit members shall be entitled to 15 paid holidays per year. Ten-month unit members shall be entitled to 14 paid holidays per year. The Association shall be consulted before the holiday schedule is put into effect.

**ARTICLE 15**  
**DISTRICT-WIDE COMMITTEE PARTICIPATION**

15.1 When District-wide committees are formed, sponsored by the Board of Education, the Association shall be considered along with other groups for committee membership. When appropriate, the Association shall have representation on the committee. Appropriateness shall be determined by the Board of Education.

**ARTICLE 16**  
**MEMBER'S FILE**

16.1 No memorandum, note, materials, statements, evaluation, or report relating to a unit member's service, character, conduct, or personality, shall be placed in a unit member's file unless the unit member is given an opportunity to read the material. The unit member shall acknowledge, in writing, that he/she has read such note, materials, statements, 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 unit member's file. The signing of a report by a unit member, 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.

16.2 Only the Superintendent of School's file for the unit member shall be used in a disciplinary proceeding and any memorandum, material, or notes contained in the file shall not be used as official records in a disciplinary proceeding or official hearing or trial, except as such material has been reviewed by the member as described in 17.1.

16.3 A unit member shall have the right to examine the Superintendent of School's file relating to him/her at reasonable intervals upon request to the Superintendent of Schools or his/her designee within five working days after the request and in his/her presence. A unit member's personnel file shall not be opened to public inspection except to the extent required by law.

16.4 Each unit member shall receive a written evaluation by his/her immediate supervisor within the last 30 calendar days of the school year. The Association recognizes the right of the District to establish the criteria for evaluation and the District recognizes that the procedures for evaluation may require negotiation with the Association prior to implementation.

**ARTICLE 17**  
**SALARIES/CLASSIFICATION**

17.1 For the purpose of computing pay increments, the anniversary date for all unit members hired between July 1 and December 31 shall be July 1 and the anniversary date for all unit members hired between January 1 and June 30 shall be January 1. Unit members hired prior to April 2, 1997 shall have an anniversary date of July 1.

17.2 Unit members shall be paid overtime for all hours worked in excess of eight hours a day. Saturdays, Sundays, and holidays shall be considered as overtime. The overtime rate of pay will be calculated at one and one-half times the hourly rate. A unit member who is on an out-of-District assignment for more than ten and one-half (10 1/2) consecutive hours will receive a meal allowance of \$6.00. If attending any function (workshops, training classes, conferences, work sessions in other locations, etc.) and time spent at the function results in the unit member's day being extended beyond the normal eight hour day (including travel time, less applicable normal commuting time), overtime will be paid when such attendance is required by the District and the unit member is not voluntarily attending. If the unit member requests to attend such functions, such as a conference or trade show, or if a unit member is offered an opportunity to attend such functions voluntarily, no overtime will be paid.

17.3 When a unit member changes classification and such change can be considered "promotional," the unit member shall be granted a salary review.

17.4 The District retains the prerogative to place unit members in job titles.

17.5 The salary of each unit member shall be increased by 2.25% effective July 1, 2018, July 1, 2019, July 1, 2020, July 1, 2021, and July 1, 2022.

Equity Adjustments:

Effective July 1, 2018, the District shall provide the following equity adjustments to the base salary of the unit members set forth below:

BUSCH, CAROL	\$1,333.00
TRUE, EILEEN	\$1,333.00
VIRGILIO, KELLEY	\$1,458.00
MORACA, DAVID	\$700.00
STEPHENS, RONALD	\$2,350.00
ST. GEORGE, ANTONIETTA	\$750.00
GRITMAN, NATALIA	\$1,075.00

Such adjustment shall be made prior to the across the board wage increase.

Effective July 1, 2019, the District shall provide the following equity adjustments to the base salary of the unit members set forth below (provided they are still employed with the District as of 7/1/19):

BUSCH, CAROL	\$667.00
TRUE, EILEEN	\$667.00
VIRGILIO, KELLEY	\$729.00

MORACA, DAVID	\$350.00
STEPHENS, RONALD	\$2,350.00
ST. GEORGE, ANTONIETTA	\$375.00
GRITMAN, NATALIA	\$538.00

Such adjustment shall be made prior to the across the board wage increase.

Effective July 1, 2020, the District shall provide the following equity adjustments to the base salary of the unit members set forth below (provided they are still employed with the District as of 7/1/20):

BUSCH, CAROL	\$667.00
TRUE, EILEEN	\$667.00
VIRGILIO, KELLEY	\$729.00
MORACA, DAVID	\$350.00
STEPHENS, RONALD	\$2,350.00
ST. GEORGE, ANTONIETTA	\$375.00
GRITMAN, NATALIA	\$538.00

Such adjustment shall be made prior to the across the board wage increase.

**17.6** Except as elsewhere provided, starting and departure times on days of inclement weather or other emergencies shall be as determined by the Superintendent in accordance with prevailing conditions.

**17.7** A unit member shall receive a one-time payment of \$50 upon the completion of each ten (10) hours of approved inservice instruction.

**17.8** Minimum salaries for each title in the unit are set forth in Appendix A of the Agreement.

**ARTICLE 18**  
**WELFARE TRUST FUND**

**18.1** The Association shall establish a Welfare Trust Fund, administered by the Association, with trustees elected by the membership of the Association. The trustees shall determine the benefits and/or insurances to be purchased.

**18.2** - The District shall make one payment by November 1 for each full-time and hourly unit position in the amount of \$1,350. Effective July 1, 2020, the District's contribution shall increase to \$1,650.

**18.3** - Financial records of the Welfare Trust Fund shall be made available to the District for periodic audit.

**18.4** - The Welfare Trust Fund shall be used to purchase insurance, for example, dental insurance, life insurance, optical insurance, drug insurance, disability insurance, income protection insurance, legal services insurance, or combinations thereof.

**ARTICLE 19**  
**GRIEVANCE PROCEDURE**

**19.1** - A grievance shall mean a complaint by an unit member, group of unit members or by the Association that there has been a violation of a specific item or condition of this Agreement or any District or administrative policy or rule.

**19.2** - A grievance shall be processed in the following stages:

Stage I: The aggrieved party shall present the grievance in writing within 30 days of the act or omission giving rise to the grievance.

Stage II: Within 10 days after the disposition of the grievance at Stage I, the grievant may appeal in writing to the Superintendent of Schools or his/her 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.

Stage IV: Within 15 days after the disposition of the grievance at Stage III, the Association may submit the grievance to arbitration by making a written request to the panel member, next in order, listed below. 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.

1. Susan McKenzie
2. Howard Edelman
3. Jay Siegel
4. Stephen Bluth

A meeting of the parties for the purpose of presenting mutual positions shall be held at Stage I, Stage II, and/or Stage III within not less than three days of a request for such meeting and within not more than 10 days after receipt of such request. A written decision with supporting reasons shall be rendered to the grievant and the Association in each instance within 10 days of such meeting.

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

**19.4** A unit member shall have the right to be represented in each stage of the procedure by a person or persons of his/her choice who are also members of the Association.

**19.5** All meetings shall be confidential.

**19.6** Where a grievance arises as a direct result of an action of the Board of Education, a grievance may be submitted directly at Stage III.

**19.7** Nothing contained herein shall be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any appropriate District designated 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 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.

**19.8** 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.

**19.9** 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.

**19.10** The Board of Education and the Association agree to facilitate any investigation that may be required and to make available any and all material and relevant documents, communications, and records concerning the alleged grievances.

## **ARTICLE 20** **LEGISLATIVE ACTION**

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

## **ARTICLE 21** **DURATION OF AGREEMENT**

**21.1** This Agreement shall be effective July 1, 2018 and shall continue in effect until June 30, 2023. Any modifications and amendments hereto shall be in writing and shall be subject to ratification by the respective parties.

**21.2** The parties agree to commence meetings to reach a new agreement at a reasonable period of time prior to 120 days before the close of the fiscal year which is concurrent with the final year of this Agreement.

**21.3** No rights or benefits except those specifically set forth and enumerated herein shall be construed out of or implied from this Agreement. Prior individual contractual agreements not specifically addressed shall not be covered by this contract.

**21.4** The parties acknowledge the full opportunity to deal with any and all matters in the collective bargaining process and agree that all matters shall be foreclosed from negotiations until the period for reopening as set forth unless the parties mutually agree otherwise.

## **ARTICLE 22** **UNEMPLOYMENT**

**22.1** Any unit member placed in a non-pay status during holidays, vacations, or semester breaks shall be assured re-employment as of the first day of 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.

**ARTICLE 23**  
**NOTIFICATION OF ORGANIZATIONAL CHANGES**  
**REQUIRING POSITION ELIMINATION**

23.1 Unit members will be notified, in writing, of organizational changes requiring position elimination at least three months prior to the date on which those changes become effective.


**ARTICLE 24**  
**UNION RELEASE TIME**

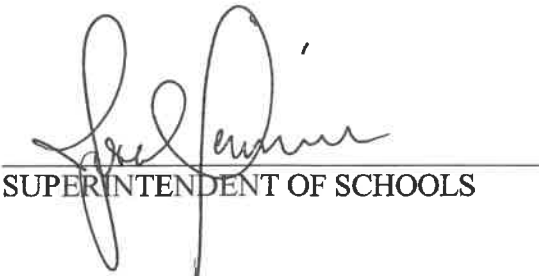
24.1 The Association President upon written request shall be granted up to two (2) days each school year to attend to union business. Approval of such requests shall be at the discretion of the Superintendent of Schools or his/her designee.

**ARTICLE 25**  
**MISCELLANEOUS**

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

The Wappingers Central School District and the Supervisory, Technical, Executive, and Professional Staff Association have ratified the above Agreement and such ratification is verified by the signatures appearing below.

Dated: 6-30-2020  
  
\_\_\_\_\_  
PRESIDENT: STEPS ASSOCIATION

  
\_\_\_\_\_  
SUPERINTENDENT OF SCHOOLS



**APPENDIX A**

**Minimum Salaries**

	<b>2019-2020 Min. Salary</b>	<b>2020-2021 Min. Salary</b>	<b>2021-2022 Min. Salary</b>	<b>2022-2023 Min. Salary</b>
HEAD AUTOMOTIVE MECHANIC	\$62,827	\$63,141	\$63,456	\$63,774
HEAD BUS DRIVER	\$51,500	\$52,500	\$52,763	\$53,026
HEAD BUS DRIVER 10 MONTH	\$42,750	\$43,817	\$44,036	\$44,256
SENIOR ACCOUNTANT	\$60,370	\$60,672	\$60,976	\$61,280
SENIOR MAINTENANCE MECHANIC	\$58,310	\$60,726	\$61,030	\$61,335
SHOP FOREMAN	\$65,547	\$65,875	\$66,204	\$66,535
SR. GROUNDSKEEPER	\$60,314	\$60,616	\$60,919	\$61,223
MICROCOMP SOFTWARE ASSISTANT	\$42,210	\$42,421	\$42,633	\$42,846
MICROCOMP/WORD PROCESSING SUPPORT ASSISTANT	\$40,200	\$40,401	\$40,603	\$40,806
MICROCOMPUTER NETWORK SUPPORT SPECIALIST	\$54,270	\$54,541	\$54,814	\$55,088
NETWORK ANALYST	\$63,485	\$66,000	\$66,330	\$66,662
SCHOOL FAC + OP REC SPECIALIST*	\$58,982	\$60,014	\$60,314	\$60,616
SOFTWARE SUPPORT ANALYST	\$52,763	\$53,026	\$53,291	\$53,558
SPEC PROG SYSTEM SPECIALIST	\$50,743	\$52,500	\$52,763	\$53,026

