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Contract Database Metadata Elements

Title: **Wappingers Central School District and Wappingers Teaching Assistants Association (2007)**

Employer Name: **Wappingers Central School District**

Union: **Wappingers Teaching Assistants Association**

Local:

Effective Date: **07/01/07**

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TAS/8584

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE BOARD OF EDUCATION OF THE

WAPPINGERS CENTRAL SCHOOL DISTRICT

AND

WAPPINGERS TEACHING ASSISTANTS ASSOCIATION

JULY 1, 2007 THROUGH JUNE 30, 2012

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

AUG 05 2010

ADMINISTRATION

PREAMBLE

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

ARTICLE 1 RECOGNITION

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

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

ARTICLE 2 GRIEVANCE PROCEDURE

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

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

2.3 A grievance shall be processed in the following stages:

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

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

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

A meeting of the parties for the purpose of presenting mutual positions shall be held on three days' notice at Stages 2 and 3 within ten days of the receipt of the grievance at those levels. A written decision with supporting reasons shall be rendered to the grievant and the Association in each instance within ten days of such meeting. The grievant shall also have the right to appeal to the next stage if no meeting is held within the time allowed or if no decision is rendered within the time allowed.

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

Howard Edelman
Dennis Campagna
Jay Siegel

The decision of the arbitrator shall be final and binding, except as set forth in Section 2.2 above, upon all parties and shall be rendered within 30 days of the close of the hearing. The costs of the services of the arbitrator, including expenses, if any, will be borne equally by both parties.

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

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

2.6 All hearings shall be confidential.

2.7 If a grievance affects a group of teaching assistants or appears to be associated with system-wide policies, it may be submitted by the Association directly at Stage 2 described above. Where a grievance arises as a direct result of an action of the Board of Education, the grievance may be submitted directly at Stage 3.

2.8 Nothing contained herein shall be construed as limiting the right of the individual having a grievance to discuss the matter informally with the appropriate member of the administration and having the grievance informally adjusted without the intervention of the Association. In the event that any grievance is adjusted without the formal determination pursuant to this procedure, such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final. Said adjustment shall in no event, however, create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.

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

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

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

2.12 The preparation and processing of the grievance, insofar as practicable, shall be conducted during the hours of employment. All reasonable effort will be made to avoid interruption of work activity in any phase of the grievance procedure.

ARTICLE 3 SEPARATION FROM EMPLOYMENT

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

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

ARTICLE 4 PAY PERIOD

4.1 Effective the 2007-08 and 2008-09 school years, unit members shall be paid biweekly over 23 or 27 scheduled pays, as per their choosing. When the regular payday falls on a holiday or recess period, the District shall pay the teaching assistant on the last working day immediately preceding the holiday or recess period. Effective with the 2009-10 school year, unit members shall be paid from September through June on the 15th of each month (or the last business day before the 15th) and on the last business day of each month, on either a 10- or 12-month yearly basis (20 or 24 installments), as each may elect. The option must be exercised by August 15th of each year. The amount of the paycheck of a teaching assistant who is regularly scheduled to work a certain number of hours a week shall be computed by dividing the annualized salary by the number of pays chosen. Adjustments for periods of leave without pay shall be made biweekly. No adjustments shall be made in the event that inclement weather or other emergency circumstances cause a delayed opening or early closing of school.

100% direct deposit of the unit member's paycheck shall be required by no later than January 1, 2009.

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

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

**ARTICLE 5
SICK LEAVE**

5.1 Unit members covered hereunder shall be entitled to the following earned sick leave on an as-needed basis for personal illness or for an illness in the immediate family requiring the presence of the unit member when no other competent person in the household is available for five days per year through the 2007-08 school year and, effective with the 2008-09 school year, for the annual allotment of sick days to which the unit member is entitled. Immediate family shall be defined as in Section 6.3 below through October 10, 2008. Effective October 10, 2008, immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, or person with whom the employee is living.

First year of service: One day upon completion of each two months of service.

After the completion of one year of service: Two additional days of sick leave per year (i.e., seven days in the second year of service, nine days in the third year of service, etc.) to a maximum of twelve days per annum.

Unit members hired prior to September 1, 1994: 15 days of sick leave per annum after the completion of ten years of continuous service.

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

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

D. Sick leave may be accumulated to a maximum of 163 days.

E. Any unit member who uses five or less days of sick leave per year shall be paid a bonus of \$300. When a unit member is transferred from full-time to hourly or vice versa, sick leave accumulation shall be converted on a pro rata basis.

**ARTICLE 6
OTHER LEAVES**

6.1 Personal Leave

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

6.2 Jury Duty Leave

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

6.3 Bereavement Leave

In the event of death in the immediate family or person residing with the teaching assistant, a maximum of five consecutive days will be granted for attendance at the funeral and for 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 teaching assistant is not a party, leave shall be granted for such appearance without charge to other leave credits, provided that such teaching assistant

shall have agreed, in writing, prior to and as a condition of the granting of such leave, to deliver to the Superintendent for deposit in the general fund of the District all fees paid to the teaching assistant for such attendance.

6.5 Child Rearing Leave

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

6.6 Other Leave

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

6.7 Sick Leave Bank

A committee of two unit members and two administrators designated by the Superintendent shall administer a Sick Leave Bank. Decisions of the sick bank committee are final and not grievable.

6.8 Funeral Leave

Effective October 14, 2008, a unit member may use a maximum of three days of accumulated sick leave in any school year to attend funerals of individuals other than immediate family members or persons residing with the unit member.

ARTICLE 7 SUBSTITUTE TEACHERS

7.1 In the event of the absence of a regular education, special education, or English as a Second Language teacher, the teaching assistant may be used as a substitute teacher for the class, at the sole discretion of the building principal and with the agreement of the teaching assistant if for a full-day assignment. In such event, the teaching assistant shall receive a stipend over and above the base wages, according to the following schedule, which shall go into effect after a minimum of thirty (30) uninterrupted minutes of substitute teaching service:

Effective through June 30, 2009:
\$10.00 for each occurrence, if less than 3 hours, to a daily maximum of \$25.00; \$25.00 if 3 hours or more.

Effective September 1, 2009 and thereafter:
\$12.50 for each occurrence, if less than 3 hours, to a daily maximum of \$30.00; \$30.00 if 3 hours or more.

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

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

ARTICLE 8 WORK DAY, WORK WEEK

8.1 The work day shall be no longer than seven consecutive hours, excluding lunch, for all teaching assistants, commencing at the designated time the teaching assistant works. No teaching assistant shall work more than four consecutive hours without a break for lunch.

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

8.3 Teaching assistants shall be paid for all required meetings held before or after regular working hours, except for required evening meetings such as grade level meetings or open house. Teaching assistants shall receive their full daily salary on Superintendent's Conference Days.

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

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

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

8.7 Teaching assistants shall work the teacher year. Pay schedules will be annualized. The formula for annualization shall be the hourly rate of pay times 6.5 hours times 200 days. Effective September 1, 2008, a unit member's daily rate of pay shall be calculated at 1/200th of the annual rate for all work performed, including summer work.

ARTICLE 9 WAGES

9.1 All teaching assistants shall be paid pursuant to the schedules attached hereto as Appendix A effective July 1, 2007 through June 30, 2012. The steps of the salary schedule shall be renumbered Steps 1 through 9.

A degree differential for those holding an associate's degree from an accredited institution or 48 credits in a related field from an accredited institution shall be paid at the rate of \$400 per year for the 2007-08 school year and at the rate of \$500 per year thereafter.

9.2 Unless otherwise agreed to by the parties on a case-by-case basis, and except as set forth in this paragraph, new members of the bargaining unit shall be placed on Step 1 of the salary schedule. However, the District reserves the right to determine placement on the salary schedule for members of the bargaining unit assigned as ABA teaching assistant, Health teaching assistant, and as teaching assistant in the autistic program. Upon such teaching assistant being assigned to a position other than ABA, Health, or in the autistic program, the teaching assistant shall be placed on the step that they would otherwise have occupied had they started on Step 1 of the schedule.

ABA teaching assistants must have specialized training, as determined by the District. Individuals hired as ABA teaching assistants who do not have such training will be trained at no cost to the teaching assistant while on paid time. Such teaching assistants shall receive an hourly stipend of \$1.50 in addition to their hourly rate while so employed in the capacity as an ABA teaching assistant.

Health teaching assistants must possess current certification in First Aid and CPR and must be evaluated by the District psychiatrist or physician. Such teaching assistants shall receive an hourly stipend of \$.50 in addition to their hourly rate in 2007-08 and \$1.00 thereafter while so employed in the capacity as a Health teaching assistant.

The District agrees that teaching assistants who are not appropriately certified in CPR and First Aid and who have not been cleared by the District psychiatrist or physician will not be assigned to perform the health-related functions of the Health teaching assistant position, either as a permanent assignment or in a substitute capacity.

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

9.4 A year's service credit shall be granted if the teaching assistant works 7 months or more of the year. Teaching assistants working in the Primary Mental Health Program for the entire program period (normally from October or November through May or June) for a given school year shall be granted credit for a year of service even though the program period is less than 7 months of the school year. This entitlement shall apply only when the starting date of the program period is prior to December 1.

9.5 Unit members rehired within one year of leaving the District will retain accumulated sick leave and regular step on the salary schedule.

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

<u>School Year</u>	<u>10-year longevity</u>	<u>15-year longevity</u>	<u>20-year longevity</u>
2007-08	\$250	\$1,500	\$2,400
2008-09	\$250	\$1,775	\$2,475
2009-10	\$250	\$2,050	\$2,575
2010-11	\$250	\$2,325	\$2,700
2011-12	\$250	\$2,700	\$3,300

9.7 Those unit members involved in inclusion planning during the summer or during the school year shall be paid \$8.00 per hour. The number of hours for teaching assistants is not to exceed the number of hours approved for teachers in inclusion planning. During a contingency budget year, hours to be worked will be at the discretion of the District. Summer hours shall be posted. Incumbents in a specific job or one-to-one assignment shall be given the right of first refusal.

**ARTICLE 10
PAYROLL DEDUCTIONS**

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

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

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

10.4 Effective with the 2009-10 plan year, the District shall offer unit members the opportunity to participate in a full IRS Code 125 Plan.

**ARTICLE 11
HEALTH INSURANCE**

11.1 Effective the 2007-08 school year, the District shall offer individual health insurance to unit members who have worked as teaching assistants in full-time status without interruption for one consecutive year, to which the District shall contribute 90% of the cost, subject to the limitations contained herein. Unit members shall be responsible for the 10% balance. If family coverage is chosen, the unit member shall pay the difference between the family and the individual plan. Health insurance contributions by the District shall be paid from a pool equal to 6.25% of the bargaining unit's gross payroll as of June 30, 2007 with insurance to be effective as of September 1, 2007.

Effective July 1, 2008, the District shall offer individual health insurance to unit members who have worked as teaching assistants in full-time status without interruption for one consecutive year, to which the District shall contribute 90% of the cost for unit members enrolled for insurance at the end of the 2007-08 school year and 85% of the cost for unit members who enroll thereafter, subject to the limitations contained herein. Family health insurance coverage shall be made available at a District contribution of 60% of the premiums for an employee who has completed 15 years of service as a teaching assistant in the District. Unit members shall be responsible for the balance of the cost. The 15-year threshold for family coverage shall be waived for enrollees receiving family health insurance at the end of the 2007-08 school year. There shall be no more than six family plans available (including retirees) at the increased District contribution rate. Family plans shall be issued according to seniority. Additional unit members opting for family coverage shall pay the full cost of the difference between family and individual coverage.

The health insurance pool shall be increased to the following percentages of the bargaining unit's gross payroll as of June 30 of the prior school year with insurance to be effective as of September 1 of the respective school year:

10/14/08: 6.75%
7/1/09: 7.00%
7/1/10: 7.25%
7/1/11: 7.50%

For the 2008-09 school year only, the additional monies shall first be used to provide the family coverage set forth above to the unit members enrolled for family coverage as of July 1, 2008. Any additional monies remaining from the pool will be used to provide individual health insurance coverage to those unit members who submitted their application for 2008-09 coverage.

In the event that more bargaining unit members request health insurance coverage than can be funded under the terms of this agreement, such health insurance coverage shall be assigned to individual bargaining unit members on the basis of seniority, as defined in Article 18. Health insurance coverage without contribution by the District shall be offered to other bargaining unit members who have worked as teaching assistants in a full-time status without interruption for one consecutive year to the extent that the District's insurance carrier(s) permit.

The Association agrees that the District can change plans without further negotiation but with 60 days notice.

11.2 Effective October 14, 2008, a unit member with at least 15 years of bargaining unit service who retires with NYSTRS without reduction in benefit, and who is enrolled in health insurance with the District immediately preceding retirement, shall be eligible for health insurance from the employee's effective retirement date until such time as he/she is Medicare eligible. The employee's rate of contribution shall continue into retirement. A unit member who retires with individual coverage shall not be eligible to switch to family coverage after retirement unless the unit member pays the full cost of the difference between family and individual coverage. District monies paid toward retiree health insurance shall be deducted from the health insurance pool.

11.3 Persons receiving coverage shall continue in coverage as long as eligible according to the terms of this Agreement unless he/she withdraws. Applications for coverage shall be made each year no later than July 15th.

ARTICLE 12 WORKERS' COMPENSATION

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

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

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

ARTICLE 13 NO DISCRIMINATION

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

ARTICLE 14 INSERVICE

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

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

14.3 Teaching assistants shall receive a one time payment in the following amounts upon completion of each ten hours of approved inservice instruction: \$60 through June 30, 2008, \$65 effective July 1, 2008, \$70 effective July 1, 2010.

ARTICLE 15 TRAVEL REIMBURSEMENT

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

ARTICLE 16 EVALUATIONS

16.1 No memorandum, note, material, statement, evaluation, or report relating to a teaching assistant's service, character, conduct, or personality shall be placed in the Superintendent of School's file unless the teaching assistant is given an opportunity to read the material. The teaching assistant shall acknowledge in writing that 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 teaching assistant's file. The signing of a report by a teaching assistant, 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 A teaching assistant shall have the right to examine the Superintendent's file relating to him/her at reasonable intervals upon request to the Superintendent of Schools. A teaching assistant's personnel file shall not be opened to public inspection.

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

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

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

ARTICLE 17 ASSOCIATION RIGHTS

17.1 The President of the Association, or 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.

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

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

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

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

ARTICLE 18 SENIORITY

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

**ARTICLE 19
SAVINGS CLAUSE**

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

**ARTICLE 20
ASSIGNMENT AND TRANSFERS**

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

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

**ARTICLE 21
HEALTH TEACHING ASSISTANTS**

21.1 Effective with the 2008-09 school year, there shall be mandatory training for Health Teaching Assistants during at least one Professional Development Day per year.

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

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

**ARTICLE 22
LEGISLATIVE ACTION**

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

**ARTICLE 23
GENERAL PROVISIONS**

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


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

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

**ARTICLE 24
RATIFICATION**

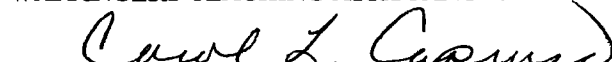
24.1 The District and the Association have ratified the above Agreement and such ratification is verified by the signatures appearing below.

WAPPINGERS CENTRAL SCHOOL DISTRICT



Superintendent of Schools

WAPPINGERS TEACHING ASSISTANTS ASSOCIATION



President, Wappingers Teaching Assistants Association

**APPENDIX A
SALARY SCHEDULES**

2007-08 3.50% Steps 1-8
4.00% Step 9

Step	TA	ABA TA	Health TA
1 (was 4)	15,879	17,829	18,529
2 (was 5)	17,234	19,184	17,884
3 (was 6)	18,087	20,037	18,737
4 (was 7)	19,045	20,995	19,695
5 (was 8)	20,202	22,152	20,852
6 (was 9)	20,735	22,685	21,385
7 (was 10)	21,268	23,218	21,918
8 (was 11)	22,334	24,284	22,984
9 (was 12)	23,512	25,462	24,162

Daily rate = annual rate divided by 200
 Hourly rate = daily rate divided by 6.5
 ABA TA hourly rate = TA hourly rate + \$1.50
 Health TA hourly rate = TA hourly rate + \$0.50

Note: Special 2007-08 summer work rate = TA: annual divided by 186 divided by 6.5
 ABA TA: TA hourly rate + \$1.50
 Health TA: TA hourly rate + \$.50

2008-09 4.00% Steps 1-8
4.50% Step 9

Step	TA	ABA TA	Health TA
1	16,514	18,464	17,814
2	17,923	19,873	19,223
3	18,810	20,760	20,110
4	19,807	21,757	21,107
5	21,010	22,960	22,310
6	21,564	23,514	22,864
7	22,119	24,069	23,419
8	23,227	25,177	24,527
9	24,570	26,520	25,870

Daily rate = annual rate divided by 200
 Hourly rate = daily rate divided by 6.5
 ABA TA hourly rate = TA hourly rate + \$1.50
 Health TA hourly rate = TA hourly rate + \$1.00

Note: Special 2008-09 summer work rate = TA: annual divided by 186 divided by 6.5
 ABA TA: TA hourly rate + \$1.50
 Health TA: TA hourly rate + \$1.00

2009-10 3.50% Steps 1-8
4.00% Step 9

Step	TA	ABA TA	Health TA
1	17,092	19,042	18,392
2	18,560	20,500	19,850
3	19,468	21,418	20,768
4	20,500	22,450	21,800
5	21,745	23,695	23,045
6	22,319	24,269	23,619
7	22,893	24,843	24,193
8	24,040	25,990	25,340
9	25,553	27,503	26,853

Daily rate = annual rate divided by 200
 Hourly rate = daily rate divided by 6.5
 ABA TA hourly rate = TA hourly rate + \$1.50
 Health TA hourly rate = TA hourly rate + \$1.00

2010-11 3.60% Steps 1-8
4.00% Step 9

Step	TA	ABA TA	Health TA
1	17,690	19,640	18,990
2	19,199	21,149	20,499
3	20,149	22,099	21,449
4	21,218	23,168	22,518
5	22,506	24,456	23,806
6	23,100	25,050	24,400
7	23,694	25,644	24,994
8	24,881	26,831	26,181
9	26,575	28,525	27,875

Daily rate = annual rate divided by 200
 Hourly rate = daily rate divided by 6.5
 ABA TA hourly rate = TA hourly rate + \$1.50
 Health TA hourly rate = TA hourly rate + \$1.00

2011-12 3.50% Steps 1-8
4.00% Step 9

Step	TA	ABA TA	Health TA
1	18,309	20,259	19,609
2	19,871	21,821	21,171
3	20,854	22,804	22,154
4	21,961	23,911	23,261
5	23,294	25,244	24,594
6	23,809	25,859	25,209
7	24,523	26,473	25,823
8	25,752	27,702	27,052
9	27,638	29,588	28,938

Daily rate = annual rate divided by 200
 Hourly rate = daily rate divided by 6.5
 ABA TA hourly rate = TA hourly rate + \$1.50
 Health TA hourly rate = TA hourly rate + \$1.00