

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see http://digitalcommons.ilr.cornell.edu/perbcontracts/

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853 607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: Wappingers Central School District and Wappingers Cafeteria Association (2008)

Employer Name: Wappingers Central School District

Union: Wappingers Cafeteria Association

Effective Date: 07/01/08

Expiration Date: 06/30/13

PERB ID Number: 6418

Unit Size: 81

Number of Pages: 14

For additional research information and assistance, please visit the Research page of the Catherwood website - http://www.ilr.cornell.edu/library/research/

For additional information on the ILR School - http://www.ilr.cornell.edu/

COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN THE BOARD OF EDUCATION OF THE WAPPINGERS CENTRAL SCHOOL DISTRICT AND THE

July 1, 2008 Through June 30, 2013

WAPPINGERS CAFETERIA ASSOCATION

RECEIVED

NYS PUBLIC EMPLOYMENT

RELATIONS BOARD

AUG 0 5 2010

ADMINISTRATION

<u> </u>		
	TABLE OF CONTENTS	
	,	PAGE
ARTICLE I	PREAMBLE	1
ARTICLE II	RECOGNITION CLAUSE	
ARTICLE III	GRIEVANCE PROCEDURE	1
ARTICLE IV	SEPARATION FROM EMPLOYMENT	2
ARTICLE V	UNIFORM ALLOWANCE	3
ARTICLE VI	PAY PERIOD	3
ARTICLE VII	JOB DUTIES AND CLASSIFICATIONS	4
ARTICLE VIII	SICK LEAVE	4
ARTICLE IX	BEREAVEMENT LEAVE	4
ARTICLE X	PERSONAL LEAVE	5
ARTICLE XI	GROUP HEALTH INSURANCE PLANS	5
ARTICLE XII	WELFARE TRUST FUND	6
ARTICLE XIII	WORK DAY, WORK WEEK	6
ARTICLE XIV	SENIORITY	6
ARTICLE XV	WAGES	7
ARTICLE XVI	LONGEVITY	7
ARTICLE XVII	RETIREMENT CONTRIBUTIONS	7
ARTICLE XVIII	PAYROLL DEDUCTIONS	8
ARTICLE XIX	WORKERS' COMPENSATION	8
ARTICLE XX	UNION RIGHTS	8
ARTICLE XXI	NO DISCRIMINATION	9
ARTICLE XXII	DISCIPLINE/DISCHARGE	9
ARTICLE XXIII	SAVINGS CLAUSE	99
ARTICLE XXIV	TIME CLOCKS	9
ARTICLE XXV	DURATION CLAUSE	9
ARTICLE XXVI	LEGISLATIVE ACTION	9
ARTICLE XXVII	RATIFICATION	9

.

ARTICLE I PREAMBLE

WHEREAS, the District recognizes its obligation 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 Wappingers Central School District, hereinafter "the District" and the Wappingers Cafeteria Association, hereinafter "the Union" hereto agree as follows:

ARTICLE II RECOGNITION CLAUSE

The District recognizes the Union as the sole and exclusive bargaining unit for the following positions with respect to rates of pay, hours of employment, and other terms and conditions of employment: All full-time, hourly, and part-time Senior Cook Managers, Cook Managers, Cooks, Assistant Cooks, and Food Service Helpers.

In consideration of the recognition by the District of the Wappingers Cafeteria Workers as the sole and exclusive bargaining representative of the bargaining unit members, the Union 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 cafeteria personnel occurs, the Union shall use every reasonable effort to end the strike.

ARTICLE III GRIEVANCE PROCEDURE

- A. A grievance shall be a complaint by any employee in the unit, or by a group of employees in the unit, or by the Union that there has been a violation, misinterpretation, or inequitable application of any provision of this Agreement in regard to him, her, them, or it.
- B. A grievance shall be processed in the following stages:

Stage I

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 ten (10) days.

Stage II

Within five (5) 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 fifteen (15) days after the disposition of the grievance at Stage II, the grievant may appeal in writing to the Board of Education.

A meeting of the parties for the purpose of presenting mutual positions shall be held on three (3) days notice at Stage I, II, and III within ten (10) days of the receipt of the grievance at those levels. A written decision with supporting reasons shall be rendered to the grievant and the Union in each instance within ten (10) days of such meeting. 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 Union may submit the grievance to arbitration within fifteen (15) days of the decision at Stage III.

The following arbitrators 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. The decision of the arbitrator shall be final and binding, except as set forth in Paragraph 2 above, upon all parties and shall be rendered within thirty (30) days of the close of the hearing.

1. Thomas Rinaldo

- 2. Dennis Campagna
- 3. Jeffrey Selchick
- 4. Richard Adelman

The costs of the services of the arbitrator, including expenses, if any, will be borne equally by both parties.

- C. A unit member shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination, or reprisal.
- D. A unit member shall have the right to be represented in each stage of the procedures by a person or persons designated by the Union.
- E. All hearings shall be confidential.
- F. If a grievance affects a group of unit members or appears to be associated with system-wide policies, it may be submitted by the Union directly at Stage II described above. Where a grievance arises as a direct result of an action of the Board of Education, the grievance may be submitted directly at Stage IV.
- G. Nothing contained herein shall be construed as limiting the right of the individual having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without the intervention of the Union. 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.
- H. 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 thirty (30) days after the unit member knew or should have known of the act or condition on which the grievance is based.
- I. 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.
- J. 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.
- K. The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment. All reasonable effort will be made to avoid interruption of work activity in any phase of the grievance procedure.

ARTICLE IV SEPARATION FROM EMPLOYMENT

- A. Upon discharge, the District shall pay all money due the unit member. Upon quitting, the District shall pay all money due the unit member on pay day in the week following such quitting. Accrued benefits shall be included in such payments.
- B. Upon separation from employment, the unit member shall return to his/her immediate superior all school property in his 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.
- C. Unit members employed as of June 30, 1989 who have completed twenty (20) years or more of continuous service in the unit, shall be entitled upon separation from employment to 50% compensation for all unused sick days accumulated as of May 3, 1995, up to a maximum of 250 days, at the rate in effect on June 30, 1992 for the position and step occupied at the time of retirement and 20% compensation for all additional sick days accumulated after May 3, 1995.

D. Unit members employed on or before May 3, 1995 will also be eligible for the benefit described in 3(a) and 3(b) above if they have completed ten years of continuous service in the unit and retire through Social Security or the New York State Employees Retirement System.

ARTICLE V UNIFORM ALLOWANCE

A All unit members will be provided with five uniforms, which shall include five slacks or shorts (or combination of the two) five shirts, five aprons or cobblers. A joint committee shall be established to select appropriate uniforms. In addition, all unit members shall be reimbursed up to \$100 per year, upon the submission of an original receipt, for the purpose of purchasing leather-topped skid-resistant shoes (no sneakers) to use while at work.

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

ARTICLE VI PAY PERIOD

A. All full-time, hourly, and part-time unit members shall be paid every two weeks. When the regular payday falls on a holiday, the District shall pay the unit member on the last District working day immediately preceding the holiday. Direct deposit of the paycheck of each unit member, to the financial institution of the unit member's choice, shall be required.

All salaried bargaining unit members shall have the right to elect to be paid over 22 or 26 pay periods. Such election must be made by July 15 or, for new hires, prior to their first day of employment with the District and shall be irrevocable for that school year. Should a salaried bargaining unit member fail to make an election as indicated herein, such salaried bargaining unit member shall continue to be paid in accordance with his/her prior election or, if no prior election was made, over 22 pay periods. Non-salaried bargaining unit members shall be paid over 23 pay periods.

- B. Each unit member shall be provided with a statement of gross earnings and a statement of deductions made for any purpose.
- C. All full-time and hourly unit members will have their yearly pay divided into equal amounts for each pay period. Part-time unit members shall be paid for the hours worked in a given pay period.
- D. If schools are delayed due to snow or other emergencies, the practice of late arrival will continue for part-time employees. On two-hour delayed openings, all hourly and full-time employees shall work from 8 a.m. to no later than 2:30 p.m., and no additional compensation shall be paid to those employees who have had their work schedule adjusted provided they do not work later than 2:30 p.m. If schools are dismissed early, all unit members who have reported to work shall be paid their normal daily pay. If school is not officially closed by radio 30 minutes or more prior to the individuals starting time, the District will pay for time worked, or a minimum of two hours straight time, for unit members who have reported to work. All full-time and hourly unit members will be paid for "snow days." All part-time unit members will be paid for the number of "snow days" set forth and used in the present school calendar, a minimum of two (2) snow days to be paid whether used or not.
- E. All unit members, full-time, hourly, and part-time, will be required to report for an orientation meeting at 9:00 a.m. the Wednesday immediately preceding Labor Day. After the meeting, full-time and hourly unit members shall go to their respective schools to start preparing for the opening of school.
- F. Full-time and hourly unit members shall work the Thursday preceding Labor Day.
- G. Full-time and hourly unit members will next report the day after Labor Day for necessary preparation. Food may be served in some schools.

ARTICLE VII JOB DUTIES AND CLASSIFICATIONS

- A. An unit member in one job classification or division of the system may be used in another job classification or division in the event of absence of a unit member whose position is required to be filled.
- B. Cook Managers are responsible for the orderly condition of their respective kitchens including the storing of stock, cleaning of dishes, silverware and other utensils, and keeping all equipment in proper working order.

ARTICLE VIII SICK LEAVE

A. Unit members covered hereunder shall be entitled annually to the following sick leave provisions:

First year of service (Earn one day per month)	10 days
Second year of service	12 days
Third year of service	14 days
Fourth year of service and thereafter	15 days

Effective September 1, 1988, new hires in part-time positions shall be entitled to sick leave as follows:

First and second year of service	5 days
Third and fourth year of service	6 days
Fifth and sixth year of service	7 days
Seventh years of service and thereafter	8 days

- B. All unit members covered hereunder shall be entitled to a maximum of ten (10) days absence chargeable to sick leave when such absence is incurred on account of the illness of a member of the unit member's immediate family residing in the household of the unit member at the time of the illness.
- C. A Doctor's certificate may be required in the event of illness.
- D. A Doctor's certificate must be submitted for days taken immediately before or following a holiday.
- E. A Doctor's certificate of physical fitness is required after absence of ten (10) days due to personal illness or when requested by the School Lunch Director if in his/her judgment circumstances so warrant.
- F. In the event of absence over and above the sick leave herein provided for, there shall be an hour for hour deduction from the unit member's salary.
- G. Unit members who use four days or less sick leave per year shall be paid a bonus in the following amounts:

Full-time unit members	\$300
Hourly unit members	\$180.35
Part-time unit members scheduled to work more than five hours per day	\$162.50
Part-time unit members scheduled to work les than five hours per day	\$137.50

ARTICLE IX BEREAVEMENT LEAVE

- A. All unit members shall be entitled to five (5) consecutive days absence from employment, with pay, commencing the date of death, not chargeable to sick leave, for a death in the family, i.e., parents, grandparents, children, grandchildren, brother, sister, spouse and in-laws. A day granted to attend the funeral of relatives other than those mentioned above, or a close friend, shall be charged against sick leave.
- B. The District may request the unit member to submit proof of death for the purpose of payment under this provision.

ARTICLE X PERSONAL LEAVE

- A. All full-time and hourly unit members covered hereunder shall be entitled to up to two (2) personal days absence yearly without loss of compensation or deduction from accumulated vacation credit and without specifying a reason; however, subject to work needs, each such absence shall be approved by the administration in advance. Where the request for personal leave does not arise as a result of an emergency, the unit member should give at least two (2) days notice of his/her request.
- B. All part-time unit members shall be entitled to two (2) personal days absence yearly; subject to the provisions of Paragraph A above. However, one such personal day shall be taken from the unit member's sick leave and one personal day may be taken without charge to sick leave.
- D. Subject to the provisos of Paragraph A above, unit members hired after February 1 in any given year shall be granted one (1) personal day without charge to sick leave, through the end of that school year.
- E. Unit members serving on jury duty shall be granted leave for such service in addition to any leave granted under Paragraphs A, B, and C.

ARTICLE XI GROUP HEALTH INSURANCE PLANS

A. The District shall pay the premiums for active full-time cafeteria unit members as follows:

Unit members hired prior to 5/4/95 who are eligible to be enrolled in health insurance as of June 9, 2008 shall contribute \$600 annually if enrolled for family coverage and \$300 if enrolled for individual coverage.

Unit members hired after 5/4/95 but prior to 4/10/00 who are eligible to be enrolled for health insurance as of June 9, 2008 shall contribute \$600 annually if enrolled for the lowest-priced family plan and \$300 if enrolled for the lowest-priced individual plan. Should the unit member select a higher-priced plan, the unit member shall be responsible for the difference between the cost of the higher-priced plan and the lowest-cost plan in additional to the amount specified above.

Unit members hired on or after 4/10/00 through 6/30/03 who are eligible to be enrolled for health insurance as of June 9, 2008 shall contribute 5% toward the cost of the premiums for the plan selected.

All other unit members, regardless of date of hire, who become eligible for health insurance coverage shall contribute 10% toward the cost of the premiums.

- B. The District will continue the premium contribution in effect at the time of retirement for unit members who retire through Social Security or NYS Retirement System who have a minimum of ten years of full-time cafeteria service with the District (who were eligible for District health insurance as an active employee at the time of retirement). Retired employees shall continue to contribute the premium contribution in effect at the time of retirement.
- C. Each unit member who can demonstrate proof of alternate coverage, shall have the option of withdrawing from the District health insurance program and shall execute any and all documents necessary to effect such withdrawal. In the event of such withdrawal, the unit member will not be eligible to receive the health insurance benefits provided in Section A above and shall receive, in lieu thereof, the sum of \$1,000 per annum if such unit member had family or two-person coverage or \$500 per annum if such unit member had single coverage. Such sums will be paid in February and June. A unit member having withdrawn pursuant to this paragraph, may rejoin the plan only upon repayment to the District of all sums paid to the unit member during the then current school year.
- D. As of the date of May 3, 1995, no unit unit member or retiree may be covered under health insurance coverage provided by the District and also get either additional health insurance provided by the District or a bonus on top of such insurance, provided, however, a unit member who is covered by dual family coverage prior to May 3, 1995, will be entitled to an annual buy-out in the amount of \$2,500.

ARTICLE XII WELFARE TRUST FUND

Welfare Trust Fund payments shall be made at the rate of \$650 for 2008-09, \$700 for 2009-10, \$750 for 2010-11, \$800 for 2011-12, and \$850 for 2012-12 for each full-time and hourly unit member for the purpose of providing such benefits as prescription drug co-pays and prescription drugs not covered by insurance, doctor co-pays and medical supplies recommended by a physician such as crutches and braces, dental, life, optical, and long-term disability insurance. Such funding shall occur during each July except, however, the District shall make pro rata contributions for those unit members hired between July 1 and October 1 each October. If possible, the eligible unit members shall be part of the WFW Welfare Trust Fund with District contributions made to that fund as specified herein.

ARTICLE XIII WORK DAY, WORK WEEK

- A. All full-time and hourly unit members covered hereunder shall be required to work on each and every day that school is in session and lunch is scheduled to be served to the students, including days when students are dismissed before lunch.
- B. The work day shall be seven (7) consecutive hours for all full-time unit members, commencing at the designated time to make necessary preparations for the unit to be served, with one-half (1/2) hour off for lunch.
- C. Part-time unit members are those regularly scheduled to work two and one-half (2 1/2) to five (5) hours per day. Hourly unit members are those regularly scheduled to work five (5) or more but less than seven (7) hours per day, excluding Food Service Helpers who shall be deemed to be part-time unit members.
- D. All unit members shall receive lunch free of charge but shall not be paid for the time during which lunch is eaten.
- E. Overtime for all hours worked in excess of seven (7) hours per day will be paid to all unit members at the rate of time and one-half.
- F. All unit members, full-time, hourly, and part-time, are expected to work at school-connected dinners and affairs held at night or on Saturdays, as necessary. Overtime pay for such additional work on weekdays will be in accordance with the schedule established herein. Overtime for such additional work on weekends and holidays will be paid at time and one-half for all unit members.
- G. All unit members recalled specifically for overtime work shall be paid a minimum of three (3) hours overtime pay (2 regular hours x 150%).
- H. Full-time unit members shall be paid time and one-half for all cook meetings held after regular working hours.

ARTICLE XIV SENIORITY

Seniority, qualifications, and prior employment history with the District shall be considerations in filling vacancies, including promotional opportunities. The School Lunch Director will consult with the Cook Managers prior to the filling of any vacancy. Unit members shall be placed on the seniority list after they have completed the probationary period.

Seniority, for the purpose of layoffs, shall be determined separately for full-time and part-time unit members within classification. Seniority credit shall be determined from date of hire in current position excluding approved unpaid leaves of absence.

Seniority lists shall be established for permanent full-time and part-time unit members and bumping rights are recognized between full- and part-time positions within a given classification. The call-back lists will be maintained for a period of two (2) years.

If a unit member contacted as a result of the recall procedure is offered and declines an interview/position within the excessed category, 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 XV WAGES

A. All unit members hereunder shall be paid pursuant to the schedule attached hereto. The number of paid days (including work days, holidays, and snow days) per year shall be as follows:

2008-09 through 2010-11: 194 days (holidays: Christmas Day, New Year's Day, Thanksgiving, Memorial Day, Columbus Day, President's Day)

2011-12: 195 days (holiday added: Labor Day)

2012-13 and thereafter: 197 days (holidays added: Veterans' day, Martin Luther King Day)

B. All unit members hired between September 1st and January 31st shall move one step on the following September 1st and each September 1st thereafter.

All unit members hired between February 1st and June 30th shall move one step on the following February 1st and each February 1st thereafter.

Unit members with February anniversary dates who were hired prior to July 1, 1989 shall have their anniversary dates, for the purpose of salary increment only, permanently advanced to September as of September 1990 and any subsequent step increase to which they may be entitled shall be paid in September.

C. Cook Manager substitute's pay shall be \$10.00 per day for elementary schools and \$12.00 per day for junior and senior high schools. In addition, part-time Food Service Helpers shall be paid an additional \$8.00 per day when assuming the duties of a full-time Cook, \$6.00 a day when assuming the duties of a hourly Assistant Cook.

An annual stipend of \$200 will be paid to any unit member who completes the New York State School Food Service Unit member Certification program.

ARTICLE XVI LONGEVITY

- A. Longevity entitlements will be added to the base salary at the beginning of the school year in which it is earned.
- B. One year of full-time credit for every three years of part-time service will be given for longevity credit only when transferring from part-time to full-time.
- C. Effective July 1, 2008, longevity shall be paid at the following amounts:

	Full-time	Hourly	Part-time
After 10 years	\$450 per year	\$338 per year	50 cents per hour
After 15 years	Additional \$475 per year	Additional \$356 per year	Additional 20 cents per hour
After 20 years	Additional \$500 per year	Additional \$375 per year	Additional 20 cents per hour

ARTICLE XVII RETIREMENT CONTRIBUTIONS

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

ARTICLE XVIII PAYROLL DEDUCTIONS

A. The District agrees to deduct from the salaries of its unit members dues and assessments for the Union and its affiliates, as said unit members voluntarily authorize the District to deduct, and to transmit said dues to the Union within seven (7) days of the time of the deductions. The Union shall submit to the District by September 1st of each school year the amount of dues and assessments to be deducted from each unit member. Deductions shall commence in the second paycheck in September and shall be deducted in each paycheck, as indicated by the Union, throughout the unit member's work year.

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

B. The District shall deduct from the salary of any unit member who is not a member of the Union an agency fee as set forth by the Union. These deductions shall be paid to the Union in the same manner and at the same time as dues deductions are paid by the Union members. The Union 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 Union maintains such procedures.

The District agrees to provide all full-time and hourly unit members of the unit the opportunity to participate in a tax sheltered annuity (403(b)) plan through payroll deduction, in accordance with applicable law and regulations.

ARTICLE XIX WORKERS' COMPENSATION

All unit members who are injured in the course of employment and entitled to Worker's Compensation 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 as long as the unit member 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 unit member shall be determined by dividing the compensation awarded to the District by the unit member's current daily rate. The unit member shall be entitled to retain any Worker's Compensation benefits for any period which sick leave pay is not paid or payable.

Each unit member shall be notified by the District at the time that sick leave days have been restored to the unit member as a result of a Worker's Compensation payment to the district.

ARTICLE XX UNION RIGHTS

- A. Release Time for President: The President of the Union shall be granted one day per year for Union business without loss of pay.
- B. A bulletin board at each work location shall be provided for the exclusive use of the Union.
- C. The Union shall have the right to distribute notices, circulars, and other materials relating to Union business to bargaining unit members.
- D. The Union shall have the right of use of school buildings and school facilities without cost at reasonable times in order to conduct Union business.
- E. Notice of Vacancies: The Union President shall be notified of all job openings within the unit not less than five (5) days before the position is filled. Such notice shall include the hours of work, job title, and qualifications. The President shall be notified of the filling of a vacancy in the unit immediately after publication of Board minutes.

ARTICLE XXI NO DISCRIMINATION

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

ARTICLE XXII DISCIPLINE/DISCHARGE

No unit member shall be discharged or disciplined in any manner without just cause, it being understood that said provision applies only to those unit members who have completed a 26-week probationary period and those unit members who have not completed said probationary period shall have no right to enforce this provision through the grievance procedure of the Agreement. Disciplinary letters placed in a unit member's file shall be removed after three years unless removed earlier.

ARTICLE XXIII SAVINGS CLAUSE

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 XXIV TIME CLOCKS

In the event that the District installs electronic time clocks, unit members may be required to record their work hours utilizing such procedure as may be established by the District.

ARTICLE XXV DURATION CLAUSE

This Agreement shall continue in effect from year to year and such modifications and amendments made in accordance with the terms of this Agreement shall be subject to the approval of the voters of the school system each fiscal year, when required. Either party shall have the right to terminate this Agreement upon written notice to the other party on or before May 30th of each year.

ARTICLE XXVI LEGISLATIVE ACTION

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 legislative body has given approval.

ARTICLE XXVII RATIFICATION

The Wappingers Central School District and the Wappingers Cafeteria Association have ratified the above agreement and such ratification is verified by the signatures appearing below.

WAPPINGERS CENTRAL SCHOOL DISTRICT	WAPPINGERS CAFETERIA ASSOCIATION
Ву:	By:

Thours	2008-09 (194 days)		Cock	Cock II									
Second S				JHS				'					
Thoustang Though Thoustang Thousta										Cook -	Cook -	Cook -	Asst C
Sign		7 hours	7 hours	7 hours	7 hours				5 hours		6 hours		
Simple 2			20.004	00.404				20.450	10.10	- 10 100	10.711	10.000	
Sign 3 37,744 31,810 31,310 30,242 30,077 25,761 25,569 21,300 21,200 12,521 16,548 15,518 16,518													15
Single 4													16
Simple 1998 28,555 27,958 27,438 36,674 28,454 22,675 22,495 18,694 19,10 15,800 13,650 13,6													16
Step		34,430	33,3/8	32,8/8	31,844	31,581	27,069	26,849	22,375	22,812	19,553	16,295	17
Simp 2		28 835	27 038	27.438	26 674	26 AEA	22.675	22.426	10 606	10 110	16 290	12 650	14
													15
1899 4 30,600 29,724 29,224 28,306 28,074 24,064 23,868 19,890 20,279 17,382 14,485 1009-18 (194 days) Cook Mgr													18
Cook Mgr Sept													1:
Cook Mgr Cook Mgr Cook Mgr SHS Cook Mgr Coo		30,000	20,124	23,224	20,300	20,014	24,004	23,000	13,030	20,219	17,502	14,400	<u> </u>
Cock Mgr From Fro	2009-10 (194 days)												
Cook Mgr Torons								_		1			
SH5, or more, 70 rooms, 40 rooms, 30 rooms, 30 rooms, 20 rooms, 20 rooms, 50 rooms,													ļ
Thours													i
				- 1				20 rooms,				Cook -	
		7 hours	7 hours	7 hours	7 hours	7 hours	6 hours	6 hours	5 hours	7 hours	6 hours	5 hours	6
		4								I			L
1893 34,095 33,096 33,096 33,096 33,096 33,096 34,095 34,													1
													1
													1
		35,807	34,693	34,193	33,118	32,844	28,152	27,923	23,270	23,724	20,335	16,947	1
		1	20.000	00 500	07-12	07.77				40.071	12000	44	-
	Hep I												1
15,000 1	Nep 2												1
Cook Mgr													1
Cook Mgr JHS Ses than Cook Mgr JHS Isas than Cook Mgr Cook Mg	otep 4	31,824	30,893	30,393	29,438		25,027	24,823	20,686	21,090	18,077	15,064	1
Cook Mgr JHS Ses than Cook Mgr JHS Isas than Cook Mgr Cook Mg	010-11 (194 days)												
Cook Mgr			Cook Mgr -	Cook Mgr -	-								
SHS 7 hours													Ì
Thours		Cook Mgr -	70 rooms	less than	Cook Mgr -				i				
Simple 31,824 30,894 30,394 29,439 29,196 25,024 24,823 20,886 21,090 18,076 15,064 Simple 31,824 30,894 30,394 29,439 29,196 25,024 24,823 20,886 21,090 18,076 15,064 Simple 33,770 32,752 32,252 31,241 30,982 26,554 26,340 21,951 22,380 19,182 15,985 Simple 37,239 36,061 35,561 34,443 34,158 29,278 29,040 24,201 24,673 21,148 17,625 Simple 31,188 30,177 29,877 28,951 28,912 24,525 24,286 20,222 20,869 17,716 14,784 Simple 31,188 30,177 29,877 28,951 28,912 24,525 24,286 20,222 20,869 17,716 14,784 Simple 31,486 30,382 29,426 29,186 25,016 24,812 20,576 21,082 18,070 15,057 Simple 33,244 31,486 30,988 30,015 28,769 25,515 25,308 21,090 21,303 16,431 15,359 Simple 33,244 31,486 30,988 30,015 28,769 25,515 25,308 21,090 21,303 16,431 15,359 Simple 33,286 32,273 31,773 30,775 30,521 26,159 25,949 21,624 22,047 18,898 15,748 Simple 33,286 32,273 31,773 30,775 30,521 26,159 25,949 21,624 22,047 18,898 15,748 Simple 33,286 32,273 31,773 30,775 30,521 26,159 25,949 21,624 22,047 23,995 20,052 16,710 Simple 33,286 32,273 31,773 30,775 30,521 26,159 25,949 21,624 22,047 23,995 20,052 16,710 Simple 34,286 33,289 32,395 33,715 32,658 32,337 27,758 27,535 22,947 23,395 20,052 15,710 Simple 34,280 33,542 33,543 32,985 33,3715 32,658 32,337 30,050 28,909 25,537 25,547 21,139 21,607 18,520 15,434 Simple 34,280 33,542 33,343 32,395 33,3715 32,658 33,383 32,395 33,342 32,085 33,3715 32,658 33,387 33,3715 32,658 33,389 33,383 32,395 33,342 32,085 33,3715 32,658 33,385 33,383 32,395 33,3715 33,572 30,506 30,588 20,506 30,588 20,505 31,688 30,488 30,688 30,088 3		SHS,	or more,	70 rooms,	40 rooms,	30 rooms,	30 rooms,	20 rooms,	20 rooms,	Cook -	Cook -	Cook -	Asst (
Step 1 31,824 30,894 30,394 29,439 29,166 29,024 24,823 20,686 21,090 18,078 15,064		7 hours	7 hours	7 hours	7 hours	7_hours	6 hours	6 hours	5 hours	7 hours	6 hours	5 hours	6
Siep 2 33,770 32,752 32,252 31,241 30,982 26,554 26,340 21,951 22,380 19,182 15,985 Siep 3 35,459 34,346 33,846 32,788 32,531 32,788 27,856 23,047 23,488 20,141 16,765 Siep 4 37,239 36,081 35,581 34,443 34,158 29,278 29,040 24,201 24,673 21,148 17,625 Siep 1 31,188 30,177 29,677 28,851 28,612 24,525 24,266 20,222 20,669 17,716 14,764 Siep 2 31,810 30,882 30,382 30,382 29,426 29,186 25,016 24,812 20,676 21,092 18,070 15,057 Siep 3 32,446 31,489 30,989 30,015 29,769 25,515 25,308 21,090 21,503 18,431 15,359 Siep 4 33,097 32,109 31,609 30,616 30,365 26,028 25,816 21,513 21,334 15,800 15,667 Cook Mgr													
Siep 3 35,499 34,364 33,864 32,788 32,531 27,864 27,656 23,047 23,498 20,141 16,785 Siep 4 37,299 36,061 35,561 34,443 34,158 29,278 29,276 29,040 24,201 24,673 24,675 Siep 1 31,188 30,177 29,677 28,851 28,612 24,525 24,266 20,222 20,669 17,716 14,764 Siep 2 31,810 30,882 30,382 29,426 29,186 25,016 24,812 20,676 21,082 16,070 15,057 Siep 3 32,446 31,489 30,989 30,015 29,769 25,515 25,308 21,090 21,033 18,431 15,359 Siep 4 33,997 32,109 31,609 30,616 30,365 26,028 25,816 21,513 21,934 18,800 15,667 Siep 1 Siep 2 34,266 34,466 30,365 36,066 30,365 26,028 25,816 21,513 21,934 18,800 15,667 Siep 1 Siep 4 33,288 32,273 31,773 30,575 30,521 28,159 28,949 21,624 22,047 18,898 15,748 Siep 2 33,288 32,227 33,714 36,006 35,707 30,506 29,148 28,910 24,933 24,564 21,055 17,546 Siep 3 37,067 35,901 35,401 34,286 34,006 29,148 28,910 24,933 24,564 21,055 17,546 Siep 3 33,268 33,263 32,260 31,773 30,160 29,909 25,537 21,614 22,038 18,890 15,740 Siep 3 33,918 32,895 32,395 31,377 30,501 30,509 26,151 25,937 21,614 22,038 18,890 15,740 Siep 3 33,918 32,895 32,395 31,377 30,501 30,509 26,597 22,489 22,929 19,653 16,378 Siep 3 33,918 32,895 33,893 33,383 33,333 32,334 32,088 37,431 27,209 26,997 22,489 22,929 19,653 16,378 Siep 1 34,954 33,883 33,383 32,334 32,088 37,460 32,196 31,688 31,424 26,057 22,765 22,707 23,164 19,856 16,546 Siep 2 37,091 33,589 33,589 33,589 31,688 31,424 26,935 24,765 22,707 22,701 19,459 16,216 Siep 3 34,954 33,883 33,389 32,395 31,688 31,424 26,935 24,765 22,705 22,701 22,701 19,459 16,216 Siep 3 34,984 34,984 33,889 33,889 3				30,394	29,439	29,196	25,024	24,823	20,686	21,090	18,078	15,064	1
Step 4 37,239 36,061 35,561 34,443 34,158 29,278 29,040 24,201 24,673 21,148 17,625 17,61 14,764 1899 31,188 30,177 29,677 28,851 28,612 24,525 24,266 20,222 20,669 17,716 14,764 1899 31,810 30,382 30,382 29,426 29,188 25,016 24,812 20,676 21,082 18,070 15,057 1899 33,097 32,109 31,609 30,616 30,365 26,028 25,515 25,308 21,090 21,503 18,431 15,339					31,241	30,982	26,554	26,340	21,951	22,380	19,182		1
													1
		37,239	36,061	35,561	34,443	34,158	29,278	29,040	24,201	24,673	21,148	17,625	1
Siep 3 32,446 31,489 30,989 30,015 29,769 25,515 25,308 21,090 21,503 18,431 15,359 Siep 4 33,097 32,109 31,609 30,816 30,365 26,028 25,816 21,513 21,934 18,800 15,667 Sits Cook Mgr													1
Step 4 33,097 32,109 31,609 30,816 30,365 26,028 25,816 21,513 21,934 18,800 15,667													1
Cook Mgr - JHS													1
Cook Mgr	Step 4	33,097	32,109_	31,609	30,616	30,365	26,028	25,816	21,513	21,934	18,800	15,667	1
Cook Mgr	044.42/10E doug\				_			-					
Cook Mgr StHs To rooms Ites than Cook Mgr To rooms T	(011-12 (195 days)		Cook Mar -	Cook Mor -									•
SHS Or more 70 rooms 40 rooms 30 rooms 20 rooms 20 rooms Cook Cook Cook Shours								J			1		
SHS, or more, 70 rooms, 40 rooms, 30 rooms, 6 hours 5 hours 5 hours 5 hours 6 hours 5 hours 6 hours 5 hours 6 hours 7 hours 6 hours 7 hours 6 hours 7 hours 6 hours 7 hours		Cook Mgr -			Cook Mar -	Cook Mgr -	Cook Mar -	Cook Mar -	Cook Mar -		1		
Thours		SHS,	or more,							Cook -	Cook -	Cook -	Asst (
		7 hours	1									5 hours	6
Step 2 35,302 34,215 33,715 32,658 32,387 27,758 27,535 22,947 23,395 20,052 16,710 Step 3 37,067 35,901 35,901 34,286 34,006 29,148 28,910 24,093 24,564 21,055 17,546 Step 4 32,603 31,523 31,023 31,023 30,160 29,909 25,637 21,395 21,007 18,520 Step 1 32,603 31,523 32,260 31,760 30,761 30,508 26,151 25,937 21,614 22,038 18,890 15,740 Step 3 33,918 32,895 32,395 31,377 31,120 26,673 26,456 22,047 22,478 19,267 16,055 Step 4 34,598 33,542 33,042 32,005 31,743 27,209 26,987 22,489 22,929 19,653 16,378 Ot2-13 (197 days) Cook Mgr - 7 hours 7	lired Before 7/1/00												
Step 3 37,067 35,901 35,401 34,286 34,006 29,148 28,910 24,093 24,564 21,055 17,546 tep 4 38,929 37,674 37,174 36,006 35,707 30,606 30,358 25,299 25,792 22,107 18,424 timed 7/1/00 or after timed													1
Step 3 37,067 35,901 35,401 34,286 34,006 29,148 28,910 24,093 24,564 21,055 17,546 Step 4 38,929 37,674 37,174 36,006 35,707 30,606 30,358 25,299 25,792 22,107 18,424 Step 1 32,603 31,523 31,023 30,160 29,909 25,637 25,367 21,139 21,607 18,520 15,434 Step 2 33,253 32,260 31,760 30,761 30,509 26,151 25,937 21,614 22,038 18,890 15,740 Step 3 33,918 32,895 32,395 31,377 31,120 26,673 26,456 22,047 22,478 19,267 16,055 Step 4 34,598 33,542 33,042 32,005 31,743 27,209 26,987 22,489 22,929 19,653 16,378 Cook Mgr - Value						32,387							1
Step 4 38,929 37,674 37,174 36,006 35,707 30,606 30,358 25,299 25,792 22,107 18,424 Step 1 32,603 31,523 31,023 30,160 29,909 25,637 25,367 21,139 21,607 18,520 15,434 Step 2 33,253 32,260 31,760 30,761 30,509 26,151 25,937 21,614 22,038 18,890 15,740 Step 3 33,918 32,895 32,395 31,377 31,120 26,673 26,456 22,047 22,478 19,267 16,055 Step 4 34,598 33,542 33,042 32,005 31,743 27,209 26,987 22,489 22,929 19,653 16,378 O12-13 (197 days)								28,910					1
Ired 7/1/00 or after Ired 1 32,603 31,523 31,023 30,160 29,909 25,637 25,367 21,139 21,607 18,520 15,434 Isep 2	itep 4												2
Step 2 33,253 32,260 31,760 30,761 30,509 26,151 25,937 21,614 22,038 18,890 15,740 Step 3 33,918 32,895 32,395 31,377 31,120 26,673 26,456 22,047 22,478 19,267 16,055 Step 4 34,598 33,542 33,042 32,005 31,743 27,209 26,987 22,489 22,929 19,653 16,378 O12-13 (197 days)													
Step 3 33,918 32,895 32,395 31,377 31,120 26,673 26,456 22,047 22,478 19,267 16,055 Step 4 34,598 33,542 33,042 32,005 31,743 27,209 26,987 22,489 22,929 19,653 16,378 O12-13 (197 days)													1
Cook Mgr													1
Cook Mgr - JHS													1
Cook Mgr - Cook Mgr	16p 4	34,598	33,542	33,042	32,005	31,743	27,209	26,987	22,489	22,929	19,653	16,378	1
Cook Mgr - Cook Mgr	042-42 (107 dour)												
Cook Mgr	012-13 (13/ uays)		Cook Mar -	Cook Mar -				т	· · ·				
Cook Mgr		1			ļ						1		
SHS, 7 hours 6 hours 5 hours 7 hours 7 hours 6 hours 5 hours 7 hours 7 hours 7 hours 7 hours 1 19,856 16,546 16,5		Cook Mgr -			Cook Mgr -	Cook Mgr -	Cook Mar -	Cook Mgr -	Cook Mgr -				
Thours T										Cook -	Cook -	Cook -	Asst (
Ilred Before 7/1/00									- 1				6
Step 1 34,954 33,883 33,383 32,334 32,068 27,484 27,264 22,720 23,164 19,856 16,546 Step 2 37,091 35,924 35,424 34,312 34,027 29,164 28,930 24,110 24,581 21,068 17,556 Step 3 38,945 37,695 37,195 36,023 35,729 30,625 30,374 25,314 25,809 22,122 18,435 Step 4 40,901 39,558 39,058 37,830 37,516 32,156 31,896 26,581 27,099 23,227 19,358 Step 4 40,901 39,558 39,058 37,830 37,516 32,156 31,896 26,581 27,099 23,227 19,358 Step 4 40,901 34,255 33,095 32,595 31,688 31,424 26,935 26,653 22,210 22,701 19,459 16,216 Step 2 34,938 33,869 33,369 32,319 32,054 27,476		1											
Step 2 37,091 35,924 35,424 34,312 34,027 29,164 28,930 24,110 24,581 21,068 17,556 Step 3 38,945 37,695 37,195 36,023 35,729 30,625 30,374 25,314 25,809 22,122 18,435 Step 4 40,901 39,558 39,058 37,830 37,516 32,156 31,896 26,581 27,099 23,227 19,358 Istep 1 34,255 33,095 32,595 31,688 31,424 26,935 26,653 22,210 22,701 19,459 16,216 Step 2 34,938 33,869 33,369 32,319 32,054 27,476 27,251 22,710 23,155 19,847 16,538	lired Before 7/1/00	1 0000	33.883	33.383	32.334	32.068	27.484	27.264	22.720	23,164	19,856	16,546	18
Step 3 38,945 37,695 37,195 36,023 35,729 30,625 30,374 25,314 25,809 22,122 18,435 Step 4 40,901 39,558 39,058 37,830 37,516 32,156 31,896 26,581 27,099 23,227 19,358 Hired 7/1/00 or after Step 1 34,255 33,095 32,595 31,688 31,424 26,935 26,653 22,210 22,701 19,459 16,216 Step 2 34,938 33,869 33,369 32,319 32,054 27,476 27,251 22,710 23,155 19,847 16,538		34,954			, '								
Step 4 40,901 39,558 39,058 37,830 37,516 32,156 31,896 26,581 27,099 23,227 19,358 Ilred 71/100 or after 1 34,255 33,095 32,595 31,688 31,424 26,935 26,653 22,210 22,701 19,459 16,216 Step 1 34,938 33,869 33,369 32,319 32,054 27,476 27,251 22,710 23,155 19,847 16,538	Step 1				34,312	34,027	29,164	28,930	24,110	24,581	21,068	17,556	19
	Step 1 Step 2	37,091	35,924	35,424									20
Rep 1 34,255 33,095 32,595 31,688 31,424 26,935 26,653 22,210 22,701 19,459 16,216 Rep 2 34,938 33,869 33,369 32,319 32,054 27,476 27,251 22,710 23,155 19,847 16,538	itep 1 itep 2 itep 3	37,091 38,945	35,924 37,695	35,424 37,195	36,023	35,729	30,625	30,374	25,314	25,809	22,122	18,435	
tep 2 34,938 33,869 33,369 32,319 32,054 27,476 27,251 22,710 23,155 19,847 16,538	itep 1 itep 2 itep 3 itep 4	37,091 38,945	35,924 37,695	35,424 37,195	36,023	35,729	30,625	30,374	25,314	25,809	22,122	18,435	2
	itep 1 Step 2 Step 3 Step 4 Step 4	37,091 38,945 40,901	35,924 37,695 39,558	35,424 37,195 39,058	36,023 37,830	35,729 37,516	30,625 32,156	30,374 31,896	25,314 26,581	25,809 27,099	22,122 23,227	18,435 19,358 16,216	2
tep 3 35,637 34,537 34,037 32,967 32,697 28,025 27,796 23,164 23,617 20,244 16,868	tep 1 tep 2 tep 3 tep 4 lired 7/1/00 or after tep 1	37,091 38,945 40,901 34,255	35,924 37,695 39,558 33,095	35,424 37,195 39,058 32,595	36,023 37,830 31,688	35,729 37,516 31,424	30,625 32,156 26,935	30,374 31,896 26,653	25,314 26,581 22,210	25,809 27,099 22,701	22,122 23,227 19,459	18,435 19,358 16,216	2

	2008-09	2009-10	2010-11	2011-12	2012-13
Elementary					
Step 1	9.29	9.79	10.29	10.79	11.29
Step 2	9.63	10.13	10.63	11.13	11.63
Step 3	9.94	10.44	10.94	11.44	11.94
Step 4	10.72	11.22	11.72	12.22	12.72
Step 5	11.39	11.89	12.39	12.89	13.41
Step 6	12.19	12.69	13.20	13.73	14.28
Step 7	12.85	13.36	13.89	14.45	15.03
Step 8	13.47	14.01	14.57	15.15	15.76
Secondary					
Step 1	9.79	10.29	10.79	11.29	11.79
Step 2	10.13	10.63	11.13	11.63	12.13
Step 3	10.44	10.94	11.44	11.94	12.44
Step 4	11.22	11.72	12.22	12.72	13.22
Step 5	11.89	12.39	12.89	13.39	13.91
Step 6	12.69	13.19	13.70	14.23	14.78
Step 7	13.35	13.86	14.39	14.95	15.53
Step 8	13.97	14.51	15.07	15.65	16.26

. . .

,

•

INDEX

Agency fee	8
Anniversary dates	7
Bereavement Leave	4
Cook manager responsibilities	4
Discipline/Discharge	9
Discrimination	9
Doctor's certificate	4
Duration Clause	9
Grievance Procedure	1
Group Health Insurance Plans	5
Holidays	7
Hourly defined	6
Job Duties and Classifications	4
	4
Legislative Action	9
Lungh free of shares	- 1
Lunch free of charge Orientation	9 7 6 3 6
<u> </u>	3
Overtime	
Part-time defined	6
Pay Period	3 8
Payroll Deductions	
Personal Leave	5
Preamble	1
Ratification	9
Recognition Clause	1
Retirement Contributions	7
Savings	9
School delays	3 6 2 2 4 4 3 7 7
Seniority	6
Separation From Employment	2
Sick days, compensation for unus	2
Sick Leave	4
Sick leave bonus	4
Snow days	3
Step movement	7
Substitute pay	7
Tax-sheltered annuity	8
Time Clocks	9
Uniform Allowance	3
Union dues	8
Union Rights	8
Vacancies, notice of	
Wages	8 7
Welfare Trust Funds	6
Work Day, Work Week	6
Workers' Compensation	- 8