

AGREEMENT

By and Between the

WAPPINGERS CENTRAL SCHOOL DISTRICT

and the

WAPPINGERS CAFETERIA ASSOCIATION

July 1, 2016 - June 30, 2019

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TABLE OF CONTENTS

ARTICLE 1	PREAMBLE	1
ARTICLE 2	RECOGNITION CLAUSE.....	1
ARTICLE 3	GRIEVANCE PROCEDURE.....	1
ARTICLE 4	SEPARATION FROM EMPLOYMENT	2
ARTICLE 5	UNIFORM ALLOWANCE.....	3
ARTICLE 6	PAY PERIOD	3
ARTICLE 7	JOB DUTIES AND CLASSIFICATIONS	4
ARTICLE 8	SICK LEAVE	4
ARTICLE 9	BEREAVEMENT LEAVE.....	5
ARTICLE 10	PERSONAL LEAVE.....	5
ARTICLE 11	OTHER LEAVES	5
ARTICLE 12	GROUP HEALTH INSURANCE PLANS	5
ARTICLE 13	WELFARE TRUST FUND	6
ARTICLE 14	WORK DAY, WORK WEEK.....	6
ARTICLE 15	SENIORITY	7
ARTICLE 16	WAGES	7
ARTICLE 17	LONGEVITY	8
ATTICLE 18	PAYROLL DEDUCTIONS.....	9
ARTICLE 19	WORKERS' COMPENSATION	9
ARTICLE 20	UNION RIGHTS	9
ARTICLE 21	DISCIPLINE/DISCHARGE.....	10

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ARTICLE 22	SAVINGS CLAUSE.....	10
ARTICLE 23	TIME CLOCKS.....	10
ARTICLE 24	DURATION CLAUSE.....	10
ARTICLE 25	LEGISLATIVE ACTION.....	10
ARTICLE 26	RATIFICATION.....	10

FULL-TIME SALARY SCHEDULES

PART-TIME SALARY SCHEDULES

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ARTICLE 1
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 2
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 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 3
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/her 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 upon all parties and shall be rendered within thirty (30) days of the close of the hearing.

Richard Adelman
Jay Siegel

Dennis Campagna
Thomas Rinaldo

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 III.

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 4 **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 the next pay date 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/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.

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 4(C) 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.

E. A unit member shall provide a minimum of thirty calendar days notice of his/her intent to resign or retire from employment. Unit members who do not provide the required notice and who are eligible for payments for accrued benefits or any other payments other than salary shall otherwise not be eligible to receive such benefits. In an emergency and at the discretion of the Superintendent of Schools or his/her designee, the notice requirement may be waived.

ARTICLE 5

UNIFORM ALLOWANCE

A. All unit members will be provided with slacks, shorts and shirts in any combination desired by the unit member, not to exceed a combined total of ten items. All unit members will be provided with five aprons or cobbles in any combination desired by the unit member. After normal wear and tear, a uniform item may be exchanged on an as-needed basis for a new, similar item, which will be provided within 30 calendar days. A new unit member will be provided with uniforms within 30 calendar days of his/her date of hire. 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 canvass 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. Loss or damage to uniforms, other than normal wear and tear, will be paid for by the unit member.

ARTICLE 6

PAY PERIOD

A. All unit members shall be paid on the 15th of the month and on the last business day of the month. When the regular payday falls on a non-business day, the District shall pay the unit member on the business day immediately preceding. Direct deposit of the paycheck of each unit member, to the financial institution of the unit member's choice, shall be required.

All full-time and hourly unit members shall have the right to elect to be paid on either a 10 or 12 month basis. Such election will be made by new members of the bargaining unit prior to their first day of employment and will remain unchanged for the current school year. Any unit member who wishes to change his/her election for the coming school year must notify the District in writing no later than July 15. 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 20 pay periods. Non-salaried bargaining unit members shall be paid over 20 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. All unit members will be required to report for an orientation meeting the Tuesday immediately preceding Labor Day. The start time of the orientation meeting shall be determined by the Food Service Director. After the meeting, full-time and hourly unit members shall go to their respective schools to start preparing for the opening of school. Full-time and hourly unit members shall also work the Wednesday and Thursday preceding Labor Day. Full-time and hourly unit members will next report the day after Labor Day for necessary preparation. Food may be served in some schools. All full-time and hourly unit members shall work on one Superintendent's Conference Day per year to be designated by the District for a number of hours to be designated by the District. The final work day of the school year for full-time and hourly unit members shall be no later than the final day that school is in session for students.

ARTICLE 7
JOB DUTIES AND CLASSIFICATIONS

A. A 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 8
SICK LEAVE

A. All full-time and hourly 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

All part-time unit members 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 year of service and thereafter	8 days

Effective with the 2017-2018 school year, all part-time unit members shall be entitled to sick leave as follows:

First and second year of service	5 days
Third and fourth year of service	7 days
Fifth and sixth year of service	8 days
Seventh year of service and thereafter	9 days

B. All unit members covered hereunder shall be entitled to a maximum of ten (10) days absence or a unit member's annual sick leave allotment, whichever is greater, chargeable to sick leave when such absence is incurred on account of the illness of a member of the immediate family or person residing with the unit member. Immediate family shall be defined as spouse, child, parent, or sibling.

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 clause, he/she shall have the right to grieve.

D. 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.

E. 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 five hours or more per day	\$162.50
Part-time unit members scheduled to work less than five hours	\$137.50

In order to be eligible for the sick leave bonus the employee must have been hired prior to September 15th of that school year.

ARTICLE 9
BEREAVEMENT LEAVE

A. All unit members shall be entitled to five (5) days absence from employment, with pay, not chargeable to sick leave, for a death in the family, i.e., parents, grandparents, children, grandchildren, brother, sister, spouse, and in-laws. Such days shall be consecutive and shall commence with the date of death unless the Superintendent of Schools or his/her designee agree that family circumstances otherwise dictate that such days not be consecutive and/or not commence with the date of death. A day granted to attend the funeral of relatives other than those mentioned above, or a close friend, shall be charged against sick leave.

ARTICLE 10
PERSONAL LEAVE

A. All unit members covered hereunder shall be entitled to up to two personal days absence yearly without loss of compensation. Personal leave shall be used for personal business that can only be accomplished during the work day, may not be taken on the day before or after a school holiday or recess period, and may not be used for vacation or for outside employment. Where the request for personal leave does not arise as a result of an emergency, the unit member will give at least two days notice of his/her request. Unused personal days shall be added to an employee's accumulated sick leave at the end of each school year.

B. Subject to the provisions of Paragraph A above, unit members hired after February 1 in any given year shall be granted one (1) personal day through the end of that school year.

ARTICLE 11
OTHER LEAVES

A. Child Care Leave

In the event of the birth of a unit member's child or the placement of a child with the unit member for adoption or foster care, a unit member who is not eligible for leave under the Family & Medical Leave Act due solely to the Act's minimum hours requirement may instead request a child care leave of absence.

The period of leave shall not exceed 12 weeks, including any period of paid or unpaid absence for recovery from childbirth. The twelve-week period will commence no later than the date of birth of the child or the date of placement of the child for adoption or foster care (or the first work day thereafter if the date of birth or placement is not a work day). The unit member shall be required to use appropriate paid leave before requesting unpaid leave.

The unit member must provide the District with at least 30 days notice of the need for child care leave.

B. Jury Duty Leave

Unit members serving on jury duty shall be granted paid leave for such service without loss of leave credits.

C. Other Leave

In its sole discretion, the District may grant leave without pay for any reason upon application to and approval by the Superintendent and the Board.

ARTICLE 12
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 addition 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. To be eligible for health insurance in retirement, the unit member must: (a) retire through Social Security or NYS Retirement System at the point he/she separates from District employment; (b) have a minimum of ten years of full-time cafeteria service with the District; and (c) have been eligible for District health insurance as an active employee at the time of retirement. Retired employees who opt for health insurance with the District in retirement shall continue to contribute the premium percentage contribution in effect at the time of retirement, whether or not they were enrolled in the District's health insurance at the time of retirement or participated in the District's health insurance buyout. However, the availability of retiree health insurance for unit members receiving the health insurance buyout immediately prior to retirement is subject to the rules of the health insurance provider.

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. No unit member, active or retired, shall be covered under more than one health insurance plan provided by the District nor shall any unit member, active or retired, covered under a District health insurance plan also receive an annual buy-out payment in addition to coverage.

ARTICLE 13

WELFARE TRUST FUND

Welfare Trust Fund payments shall be made at the rate of \$850 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. Effective with the 2017-2018 school year, such funding shall occur by October 1st of each year. The District shall not make any contribution for unit members hired on or after July 1st of a given year. 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 14

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. All Food Service Helpers shall be deemed to be part-time unit members regardless of the number of regularly scheduled hours of work per day. For all other unit members, part-time shall be defined as those regularly scheduled to work less than five hours per day and hourly shall be defined as those regularly scheduled to work at least five hours but less than seven hours per day.

C. 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. All part-time unit members in the elementary schools shall work their regularly scheduled hours. At the secondary schools, the Cook Manager shall establish a late arrival schedule for part-time unit members subject to the approval of the School Lunch Director.

If schools are dismissed early due to inclement weather or other emergency, all unit members will be dismissed after the final clean-up of meal service. All unit members who have reported to work shall be paid their normal daily pay. If notice that school is officially closed has not been posted on the District website or provided to radio stations at least 30 minutes prior to an individual's 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.

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 15

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 shall be the determining factor in job elimination. If a position is abolished, the unit member with the least service in the job title will be dismissed. However, that unit member may claim a position in another job title if the unit member previously served in the title and if there is an individual currently holding the title who has less seniority. Seniority shall be defined as service in the job title plus service in any higher ranking title within the bargaining unit.

A unit member who is dismissed or reduced in rank due to job elimination shall be placed on a recall list for a period of three years.

If a unit member contacted as a result of the recall procedure is offered and declines an interview/position within the excess 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 16

WAGES

A. Effective July 1, 2016, the salary schedules shall increase by 2%. Effective July 1, 2017, the salary schedules shall increase by 1.4%. Effective July 1, 2018, the salary schedules shall increase by 1.7%.

Effective July 1, 2017, the Part-Time Salary Schedule for Secondary Schools shall be eliminated, and all unit members shall be placed on the Part-Time Salary Schedule for Elementary Schools. In addition, effective July 1,

2017, a new step 9 shall be added to the Part-Time Salary Schedule for Elementary Schools at the rate of \$17.41. Unit members on the Part-Time Salary Schedule for Secondary Schools shall transition to the Part-Time Salary Schedule for Elementary Schools as follows:

- a. Unit members on steps 4, 5, and 6 during the 2016-2017 school year shall move up one step for the 2017-2018 school year (i.e., step 4 moves to step 5, step 5 moves to step 6, and step 6 moves to step 7).
- b. Unit members on step 1 during the 2016-2017 school year shall move to step 3 for the 2017-2018 school year.
- c. Unit members on step 2 during the 2016-2017 school year shall move to step 4 for the 2017-2018 school year.
- d. Unit members on step 3 during the 2016-2017 school year shall move to step 5 for the 2017-2018 school year.
- e. Unit members on step 7 during the 2016-2017 school year shall move to step 9 for the 2017-2018 school year.
- f. Unit members on step 8 during the 2016-2017 school year shall move to step 9 for the 2017-2018 school year.

B. All unit members hereunder shall be paid pursuant to the schedule attached hereto. All unit members shall be paid for the following holidays: Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day, Martin Luther King Day, New Year's Day, Presidents Day, Memorial Day.

C. Except as provided below: All unit members hired between September 1st and January 31st shall move one step on the following September 1st and each September 1st thereafter. Unit members hired between February 1st and June 30th shall move one step on the following February 1st and each February 1st thereafter.

D. 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 an Hourly Cook, and \$5.00 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.

E. Unit members shall complete mandatory trainings during the work day unless otherwise approved by the Superintendent or his/her designee. In the event a unit member completes training outside his/her regular work day, he/she shall receive his/her regular rate of pay for the time needed to complete the training.

ARTICLE 17 **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

Effective July 1, 2018, longevity shall be paid at the following amounts:

	Full-time	Hourly	Part-time
After 10 years	\$480 per year	\$368 per year	55 cents per hour
After 15 years	Additional \$505 per year	Additional \$386 per year	Additional 25 cents per hour
After 20 years	Additional \$530 per year	Additional \$405 per year	Additional 30 cents per hour

ARTICLE 18
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 19
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 20
UNION RIGHTS

A. Upon request of the Union President and with the approval of the Superintendent of Schools or his/her designee, up to five days per year of release time shall be granted to Union officials for the purpose of conducting Union business.

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 21
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 five years unless removed earlier, except that disciplinary letters relating to allegations of discrimination, sexual harassment, and/or violence shall remain in a unit member's file permanently.

ARTICLE 22
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 23
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 24
DURATION CLAUSE

This agreement shall continue in effect until June 2019 and from year to year thereafter and such modifications and amendments made in accordance with the terms of the agreement shall be subject to the approval of the Union and the Board of Education, when required.

ARTICLE 25
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 26
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

By: 

WAPPINGERS CAFETERIA ASSOCIATION

By: 

2016-17 (197 days)	Increase =	2.00%														
	Cook Mgr - SHS, 7 hours	Cook Mgr - SHS, 6 hours	Cook Mgr - JHS 70 rooms or more, 7 hours	Cook Mgr - JHS less than 70 rooms, 7 hours	Cook Mgr - JHS less than 70 rooms, 6 hours	Cook Mgr - 40 rooms, 7 hours	Cook Mgr - 30 rooms, 7 hours	Cook Mgr - 30 rooms, 6 hours	Cook Mgr - 20 rooms, 7 hours	Cook Mgr - 20 rooms, 6 hours	Cook Mgr - 20 rooms, 5 hours	Cook - 7 hours	Cook - 6 hours	Cook - 5 hours	Asst Cook - 7 Hours	Asst Cook - 6 hours
Hired Before 7/1/00																
Step 1	36,366	31,171	35,252	34,732	29,770	33,641	33,363	28,387	33,093	28,365	23,637	24,100	20,658	17,215	21,976	18,836
Step 2	38,590	33,077	37,375	36,855	31,589	35,698	35,402	30,342	35,116	30,099	25,084	25,574	21,919	18,265	23,129	19,824
Step 3	40,518	34,730	39,218	38,698	33,169	37,478	37,173	31,863	36,868	31,601	26,150	26,852	23,015	19,180	24,402	20,916
Step 4	43,192	37,022	41,773	41,246	35,353	39,948	39,618	33,957	39,296	33,681	28,070	28,616	24,528	20,442	26,045	22,324
Hired 7/1/00 or after																
Step 1	35,639	30,547	34,432	33,912	29,068	32,968	32,693	28,023	32,351	27,730	23,107	23,618	20,245	16,871	21,552	18,473
Step 2	36,350	31,157	35,237	34,717	29,757	33,624	33,349	28,587	33,078	28,352	23,627	24,090	20,649	17,206	21,976	18,836
Step 3	37,077	31,780	35,933	35,412	30,354	34,299	34,018	29,158	33,740	28,919	24,100	24,571	21,062	17,549	22,415	19,212
Step 4	38,387	32,903	37,188	36,661	31,423	35,509	35,220	30,188	34,933	29,942	24,952	25,440	21,806	18,171	23,209	19,893
2017-18 (197 days)	Increase =	1.40%														
	Cook Mgr - SHS, 7 hours	Cook Mgr - SHS, 6 hours	Cook Mgr - JHS 70 rooms or more, 7 hours	Cook Mgr - JHS less than 70 rooms, 7 hours	Cook Mgr - JHS less than 70 rooms, 6 hours	Cook Mgr - 40 rooms, 7 hours	Cook Mgr - 30 rooms, 7 hours	Cook Mgr - 30 rooms, 6 hours	Cook Mgr - 20 rooms, 7 hours	Cook Mgr - 20 rooms, 6 hours	Cook Mgr - 20 rooms, 5 hours	Cook - 7 hours	Cook - 6 hours	Cook - 5 hours	Asst Cook - 7 Hours	Asst Cook - 6 hours
Hired Before 7/1/00																
Step 1	36,875	31,608	35,746	35,218	30,186	34,112	33,830	28,784	33,556	28,762	23,968	24,437	20,947	17,456	22,284	19,100
Step 2	39,130	33,540	37,898	37,371	32,032	36,198	35,898	30,767	35,607	30,521	25,435	25,933	22,226	18,521	23,452	20,101
Step 3	41,086	35,216	39,767	39,240	33,634	38,003	37,693	32,309	37,384	32,043	26,516	27,227	23,337	19,449	24,744	21,209
Step 4	43,797	37,540	42,358	41,823	35,848	40,508	40,172	34,432	39,846	34,153	28,463	29,017	24,871	20,728	26,409	22,636
Hired 7/1/00 or after																
Step 1	36,138	30,975	34,914	34,387	29,475	33,430	33,151	28,416	32,804	28,118	23,431	23,949	20,528	17,107	21,853	18,732
Step 2	36,859	31,593	35,730	35,203	30,174	34,095	33,816	28,987	33,541	28,749	23,958	24,428	20,938	17,447	22,284	19,100
Step 3	37,596	32,225	36,436	35,908	30,779	34,779	34,494	29,566	34,212	29,324	24,437	24,915	21,357	17,795	22,728	19,481
Step 4	38,924	33,364	37,709	37,174	31,863	36,006	35,713	30,611	35,422	30,361	25,302	25,796	22,111	18,426	23,534	20,172
2018-19 (197 days)	Increase =	1.70%														
	Cook Mgr - SHS, 7 hours	Cook Mgr - SHS, 6 hours	Cook Mgr - JHS 70 rooms or more, 7 hours	Cook Mgr - JHS less than 70 rooms, 7 hours	Cook Mgr - JHS less than 70 rooms, 6 hours	Cook Mgr - 40 rooms, 7 hours	Cook Mgr - 30 rooms, 7 hours	Cook Mgr - 30 rooms, 6 hours	Cook Mgr - 20 rooms, 7 hours	Cook Mgr - 20 rooms, 6 hours	Cook Mgr - 20 rooms, 5 hours	Cook - 7 hours	Cook - 6 hours	Cook - 5 hours	Asst Cook - 7 Hours	Asst Cook - 6 hours
Hired Before 7/1/00																
Step 1	37,502	32,145	36,353	35,817	30,700	34,691	34,405	29,273	34,127	29,251	24,376	24,852	21,303	17,752	22,662	19,425
Step 2	39,795	34,110	38,542	38,006	32,576	36,813	36,508	31,290	36,212	31,039	25,867	26,373	22,603	18,836	23,851	20,443
Step 3	41,784	35,815	40,443	39,907	34,206	38,649	38,334	32,858	38,020	32,588	26,967	27,690	23,734	19,779	25,165	21,569
Step 4	44,541	38,178	43,078	42,534	36,456	41,196	40,855	35,018	40,523	34,734	28,947	29,510	25,294	21,080	26,858	23,021
Hired 7/1/00 or after																
Step 1	36,752	31,501	35,508	34,971	29,976	33,998	33,714	28,899	33,362	28,596	23,829	24,356	20,877	17,398	22,225	19,050
Step 2	37,485	32,130	36,338	35,801	30,687	34,675	34,391	29,480	34,111	29,238	24,365	24,843	21,294	17,744	22,662	19,425
Step 3	38,235	32,773	37,055	36,519	31,302	35,370	35,081	30,069	34,794	29,822	24,852	25,338	21,720	18,097	23,115	19,812
Step 4	39,586	33,931	38,350	37,806	32,405	36,618	36,320	31,131	36,024	30,877	25,732	26,235	22,487	18,739	23,934	20,514

64

PART-TIME SALARY SCHEDULES			
	2016-17	2017-18*	2018-19
	Increase = 2%	Increase = 1.4%	Increase = 1.7%
Elementary			
Step 1	\$11.75	\$11.91	\$12.11
Step 2	\$12.10	\$12.26	\$12.47
Step 3	\$12.42	\$12.59	\$12.80
Step 4	\$13.23	\$13.41	\$13.64
Step 5	\$13.95	\$14.15	\$14.39
Step 6	\$14.86	\$15.06	\$15.32
Step 7	\$15.64	\$15.85	\$16.12
Step 8	\$16.65	\$16.87	\$17.16
Step 9		\$17.41	\$17.71
Secondary			
Step 1	\$12.27		
Step 2	\$12.62		
Step 3	\$12.94		
Step 4	\$13.75		
Step 5	\$14.47		
Step 6	\$15.38		
Step 7	\$16.16		
Step 8	\$17.17		
*Effective 7/01/17, the Secondary schedule is eliminated and all part-time unit members are placed on the Elementary schedule as per Article 16 - Wages, Section A.			

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