

AGREEMENT

by and between the

WAPPINGERS CENTRAL SCHOOL DISTRICT

and the

WAPPINGERS CAFETERIA ASSOCIATION

Effective Period

July 1, 2019 - June 30, 2023

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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, part-time and hourly 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, only the Union, not the aggrieved party, 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 and Thomas Rinaldo.

The costs of the services of the arbitrator, including expenses, if any, shall 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 Union representative.

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 separation from employment for any reason, the District shall pay all money due the unit member on the next pay date. 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 (10) 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 (30) 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 (10) items. All unit members will be provided with five (5) 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. The District will provide unit members with an order form to submit requests for new items solely on an as needed basis. Forms must be submitted by June 15th of each school year, and items ordered will be provided within thirty (30) calendar days of the start of the following school year.

A new unit member will be provided with a modified uniform (t-shirt) until the completion of his/her probationary period. Unit members who successfully complete the probationary period will be provided with uniforms within thirty (30) calendar days of his/her completion of probation. 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 or mesh shoes) appropriate for 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 pay date 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 15th. 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

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

Effective with the 2020-2021 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, eighth and ninth year of service	9 days
Tenth year of service and thereafter	10 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. 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	\$300.00
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.

F. Sick Leave Donations: Over the course of a unit member's employment with the District he/she may donate up to a cumulative total of eighteen (18) sick leave days to other unit members.

Over the course of a unit member's employment with the District, he/she may accept up to a cumulative total of eighteen (18) sick leave days from other unit members. A unit member shall only be eligible to accept donated days if he/she has exhausted all of his/her sick leave. Donated days may only be used for the unit member's own catastrophic illness or the catastrophic illness of an immediate family member. Catastrophic illness is defined as a severe illness requiring prolonged hospitalization or extensive treatment or recovery.

Days donated to another unit member will be counted as days used when calculating eligibility for the sick leave bonus detailed in Paragraph E above.

ARTICLE 9
BEREAVEMENT LEAVE

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 1st 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 (12) 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: At 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(1). The District shall pay the premiums for active full-time cafeteria unit members as follows:

Unit members hired prior to May 4, 1995 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 May 4, 1995 but prior to April 10, 2000 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 April 10, 2000 through June 30, 2003 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.

The Dutchess Educational Health Insurance Consortium (DEHIC) Blue Cross Blue Shield (BCBS) EPO Select 20 plan or its replacement plan shall be the only health insurance option available to unit members who are hired on or after the date of ratification (September 25, 2019).

A(2). If the BCBS EPO Select 20 should no longer be offered by DEHIC, unit members shall be entitled to enroll in the plan DEHIC offers in its place. The unit members and the District's contribution rates shall be the same percentage contribution as set forth in Paragraph A(1) above.

If the DEHIC Alternate PPO plan is no longer an available option, the District shall be under no obligation to provide a replacement plan for the Alternate PPO. Any employee or retiree enrolled in the DEHIC Alternate PPO plan shall be automatically moved to the EPO Select 20 plan or its replacement plan. The unit members and the District's contribution rates shall be the same percentage contribution as set forth in Paragraph A(1) above.

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 (10) 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 Paragraph 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 1st and October 1st 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 **WORKDAY, 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 (5) hours per day and hourly shall be defined as those regularly scheduled to work at least five (5) hours but less than seven (7) hours per day.

C. On two (2) 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 thirty (30) minutes prior to an individual's starting time, the District will pay for time worked, or a minimum of two (2) 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 (1½).

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 (1½) 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 (1½) 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 (2) declinations, the District will remove his/her name from the recall list.

ARTICLE 16
WAGES

A. Full-time and Hourly Salary Schedules:

Effective July 1, 2019, every step in the full-time and hourly salary schedule shall be increased by 1.5%.

Effective July 1, 2020, every step in the full-time and hourly salary schedule shall be increased by 1.5%.

Effective July 1, 2021, every step in the full-time and hourly salary schedule shall be increased by 1.5%.

Effective July 1, 2022, every step in the full-time and hourly salary schedule shall be increased by 1.5%.

Part-time Salary Schedule:

Effective July 1, 2019, every step in the part-time salary schedule shall be increased by \$0.35/hour.

Effective July 1, 2020, every step in the part-time salary schedule shall be increased by \$0.35/hour.

Effective July 1, 2021, every step in the part-time salary schedule shall be increased by \$0.35/hour.

Effective July 1, 2022, every step in the part-time salary schedule shall be increased by \$0.35/hour.

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 a food service sanitation or safety course at his/her own expense, outside of his/her working hours. The unit member must have the course pre-approved by the Director of Food Services and at the conclusion of the course must provide proof of completion.

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 (1) year of full-time credit for every three (3) years of part-time service will be given for longevity credit only when transferring from part-time to full-time.

C. Effective July 1, 2020, longevity shall be paid at the following amounts:

	Full-time	Hourly	Part-time
After 10 years	\$480/year	\$418/year	\$0.75/hour
After 15 years	add. \$505/year	add. \$386/year	add. \$0.25/hour
After 20 years	add. \$630/year	add. \$405/year	add. \$0.30/hour

Effective July 1, 2022, longevity shall be paid at the following amounts:

	Full-time	Hourly	Part-time
After 10 years	\$480/year	\$518/year	\$0.95/hour
After 15 years	add. \$505/year	add. \$386/year	add. \$0.25/hour
After 20 years	add. \$630/year	add. \$405/year	add. \$0.30/hour
After 25 years	add. \$930/year	n/a	n/a

ARTICLE 18
PAYROLL DEDUCTIONS

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. Unit members may withdraw their Union dues authorization only between August 1st and August 31st. Such withdrawal must be in writing. 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 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 (5) 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.

F. The District shall provide the Union with information on new hires and potential meeting time, as required under the Taylor Law.

G. The District shall provide the Union with a maximum of thirty (30) minutes at the orientation meeting on Tuesday preceding Labor Day to hold a general membership meeting.

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 twenty-six (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 its expiry 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.

ARTICLE 27
LABOR MANAGEMENT MEETINGS

The District and the Union shall meet on a quarterly basis at a time agreed upon by both to address concerns of either management and/or labor, including, but not limited to, working and safety conditions. The District and the Union shall have no more than three (3) representatives at each meeting. Prior to finalization of the new collective bargaining agreement, the parties agree to non-substantive changes, such as to consistency, grammar, spelling, capitalization and gender based references. This agreement is subject to ratification by the Union and approval by the Board of Education.

Dated: September 25, 2019

WAPPINGERS CENTRAL SCHOOL DISTRICT By: _____

WAPPINGERS CAFETERIA ASSOCIATION By: _____

2 Attachments;
Part-time wage schedule, 1 page
Full-time wage schedule, 1 page

**Part-time Salary Schedule
2019-2023 Contract**

	2019-2020	2020-2021	2021-2022	2022-2023
Step 1	\$12.46	\$12.81	\$13.16	\$13.51
Step 2	\$12.82	\$13.17	\$13.52	\$13.87
Step 3	\$13.15	\$13.50	\$13.85	\$14.20
Step 4	\$13.99	\$14.34	\$14.69	\$15.04
Step 5	\$14.74	\$15.09	\$15.44	\$15.79
Step 6	\$15.67	\$16.02	\$16.37	\$16.72
Step 7	\$16.47	\$16.82	\$17.17	\$17.52
Step 8	\$17.51	\$17.86	\$18.21	\$18.56
Step 9	\$18.06	\$18.41	\$18.76	\$19.11

2019-2020	Cook Mngr	Cook Mngr	Cook Mngr	Cook Mngr	Cook Mngr	Cook Mngr	Cook Mngr	Cook Mngr	Cook Mngr	Cook Mngr	Cook Mngr	Cook	Cook	Cook	Asst Cook	Asst Cook	
197 days	SHS, 7 hr	SHS, 6 hr	70 rm & + JHS, 7 hr	< 70 rooms JHS, 7 hr	< 70 rooms JHS, 6 hr	40 rooms ES, 7 hr	30 rooms ES, 7 hr	30 rooms ES, 6 hr	20 rooms ES, 7 hr	20 rooms ES, 7 hr	20 rooms ES, 5 hr	7 hour	6 hour	5 hour	7 hour	6 hour	
Pre 7/1/2K																	
step 1	38,065	32,627	36,899	36,354	31,160	35,212	34,921	29,712	34,639	29,690	24,742	25,225	21,623	18,019	23,002	19,716	
step 2	40,392	34,621	39,120	38,576	33,065	37,365	37,056	31,759	36,756	31,505	26,255	26,769	22,943	19,118	24,209	20,750	
step 3	42,411	36,352	41,050	40,505	34,719	39,228	38,909	33,351	38,590	33,077	27,371	28,106	24,090	20,076	25,542	21,893	
step 4	45,209	38,751	43,724	43,172	37,004	41,814	41,468	35,543	41,131	35,255	29,381	29,953	25,674	21,397	27,261	23,366	
7/1/2K +																	
step 1	37,303	31,974	36,040	35,496	30,426	34,508	34,220	29,332	33,862	29,025	24,186	24,721	21,191	17,659	22,558	19,336	
step 2	38,048	32,612	36,883	36,338	31,147	35,195	34,907	29,922	34,623	29,676	24,731	25,216	21,613	18,010	23,002	19,716	
step 3	38,809	33,264	37,611	37,066	31,772	35,900	35,607	30,520	35,315	30,270	25,225	25,718	22,046	18,369	23,461	20,109	
step 4	40,180	34,440	38,925	38,373	32,891	37,168	36,865	31,598	36,565	31,341	26,118	26,628	22,824	19,020	24,293	20,822	
2020-2021	Cook Mngr	Cook Mngr	Cook Mngr	Cook Mngr	Cook Mngr	Cook Mngr	Cook Mngr	Cook Mngr	Cook Mngr	Cook Mngr	Cook Mngr	Cook	Cook	Cook	Asst Cook	Asst Cook	
197 days	SHS, 7 hr	SHS, 6 hr	70 rm & + JHS, 7 hr	< 70 rooms JHS, 7 hr	< 70 rooms JHS, 6 hr	40 rooms ES, 7 hr	30 rooms ES, 7 hr	30 rooms ES, 6 hr	20 rooms ES, 7 hr	20 rooms ES, 7 hr	20 rooms ES, 5 hr	7 hour	6 hour	5 hour	7 hour	6 hour	
Pre 7/1/2K																	
step 1	38,636	33,117	37,452	36,900	31,628	35,740	35,445	30,158	35,158	30,135	25,113	25,604	21,947	18,289	23,347	20,012	
step 2	40,998	35,141	39,707	39,155	33,561	37,926	37,612	32,235	37,307	31,978	26,649	27,170	23,287	19,405	24,572	21,061	
step 3	43,047	36,897	41,665	41,113	35,239	39,817	39,493	33,851	39,169	33,573	27,782	28,527	24,452	20,377	25,925	22,221	
step 4	45,887	39,332	44,380	43,820	37,559	42,441	42,090	36,076	41,748	36,783	29,822	30,402	26,059	21,718	27,670	23,717	
7/1/2K +																	
step 1	37,863	32,453	36,581	36,028	30,882	35,026	34,733	29,772	34,370	29,460	24,549	25,092	21,508	17,924	22,897	19,626	
step 2	38,618	33,101	37,436	36,883	31,615	35,723	35,430	30,371	35,142	30,121	25,102	25,594	21,938	18,280	23,347	20,012	
step 3	39,391	33,763	38,175	37,622	32,248	36,439	36,141	30,977	35,845	30,724	25,604	26,104	22,376	18,644	23,813	20,411	
step 4	40,782	34,957	39,509	38,949	33,384	37,725	37,418	32,072	37,113	31,811	26,509	27,027	23,166	19,305	24,657	21,135	
2021-2022	Cook Mngr	Cook Mngr	Cook Mngr	Cook Mngr	Cook Mngr	Cook Mngr	Cook Mngr	Cook Mngr	Cook Mngr	Cook Mngr	Cook Mngr	Cook	Cook	Cook	Asst Cook	Asst Cook	
197 days	SHS, 7 hr	SHS, 6 hr	70 rm & + JHS, 7 hr	< 70 rooms JHS, 7 hr	< 70 rooms JHS, 6 hr	40 rooms ES, 7 hr	30 rooms ES, 7 hr	30 rooms ES, 6 hr	20 rooms ES, 7 hr	20 rooms ES, 7 hr	20 rooms ES, 5 hr	7 hour	6 hour	5 hour	7 hour	6 hour	
Pre 7/1/2K																	
step 1	39,215	33,613	38,014	37,453	32,102	36,276	35,977	30,610	35,685	30,587	25,489	25,988	22,276	18,563	23,698	20,312	
step 2	41,613	35,668	40,303	39,742	34,064	38,495	38,176	32,719	37,867	32,457	27,049	27,578	23,636	19,696	24,940	21,377	
step 3	43,693	37,451	42,290	41,729	35,768	40,414	40,085	34,359	39,756	34,076	28,198	28,955	24,818	20,683	26,314	22,555	
step 4	46,576	39,922	45,046	44,477	38,123	43,078	42,722	36,617	42,374	36,320	30,270	30,858	26,450	22,043	28,085	24,073	
7/1/2K +																	
step 1	38,431	32,940	37,130	36,569	31,345	35,551	35,254	30,219	34,886	29,902	24,917	25,468	21,831	18,193	23,240	19,920	
step 2	39,197	33,598	37,997	37,437	32,089	36,259	35,962	30,826	35,669	30,573	25,478	25,978	22,267	18,554	23,698	20,312	
step 3	39,982	34,270	38,748	38,187	32,732	36,986	36,683	31,442	36,383	31,185	25,988	26,496	22,712	18,924	24,171	20,717	
step 4	41,394	35,481	40,102	39,533	33,885	38,291	37,979	32,553	37,670	32,288	26,907	27,433	23,514	19,595	25,027	21,452	
2022-2023	Cook Mngr	Cook Mngr	Cook Mngr	Cook Mngr	Cook Mngr	Cook Mngr	Cook Mngr	Cook Mngr	Cook Mngr	Cook Mngr	Cook Mngr	Cook	Cook	Cook	Asst Cook	Asst Cook	
197 days	SHS, 7 hr	SHS, 6 hr	70 rm & + JHS, 7 hr	< 70 rooms JHS, 7 hr	< 70 rooms JHS, 6 hr	40 rooms ES, 7 hr	30 rooms ES, 7 hr	30 rooms ES, 6 hr	20 rooms ES, 7 hr	20 rooms ES, 7 hr	20 rooms ES, 5 hr	7 hour	6 hour	5 hour	7 hour	6 hour	
Pre 7/1/2K																	
step 1	39,803	34,117	38,584	38,015	32,584	36,820	36,517	31,070	36,221	31,046	25,872	26,377	22,611	18,842	24,053	20,617	
step 2	42,237	36,203	40,907	40,338	34,575	39,072	38,748	33,210	38,435	32,944	27,455	27,992	23,991	19,992	25,315	21,697	
step 3	44,348	38,013	42,925	42,355	36,304	41,020	40,686	34,874	40,353	34,587	28,621	29,389	25,191	20,993	26,709	22,893	
step 4	47,274	40,521	45,721	45,144	38,695	43,724	43,362	37,166	43,010	36,865	30,724	31,321	26,846	22,374	28,506	24,434	
7/1/2K +																	
step 1	39,007	33,434	37,687	37,117	31,815	36,085	35,783	30,672	35,409	30,351	25,291	25,850	22,158	18,465	23,589	20,219	
step 2	39,785	34,102	38,567	37,998	32,570	36,802	36,501	31,288	36,204	31,032	25,860	26,367	22,601	18,833	24,053	20,617	
step 3	40,581	34,784	39,329	38,759	33,223	37,540	37,233	31,914	36,929	31,652	26,377	26,893	23,053	19,208	24,533	21,028	
step 4	42,015	36,013	40,703	40,126	34,393	38,866	38,548	33,041	38,235	32,772	27,311	27,844	23,867	19,889	25,403	21,773	