

AGREEMENT

By and Between

**Watertown City School District
and**

**Civil Service Employees Association Local
1000, AFSCME/AFL-CIO, Watertown
Schools – Cafeteria Local 823, Unit 716102**

July 1, 2021-June 30, 2024

Table of Contents

	Page No.
Agreement.....	1
Article I Duration of Agreement	1
Article II Salaries	1
Article III Hours Worked.....	2
Article IV Medical Examination.....	3
Article V Substitutes	4
Article VI Dues Deductions.....	4
Article VII Leaves of Absence	4
Article VIII Extended Absence.....	7
Article IX Health Insurance	7
Article X Retirement Plan	8
Article XI Dental Insurance	9
Article XII Employment Openings	9
Article XIII New Employee Orientation/Notices	9
Article XV Grievance Procedure	10
Article XVI Employee Policy Committee	12
Article XVII Holidays	12
Article XVIII Retirement Increment.....	12
Article XIX Aprons and Uniforms	13
Article XX Civil Service Law.....	13
Article XXI Equality of Opportunity.....	13
Article XXII Saving Clause	13
Article XXIII Longevity	14
Article XXIV Statutory Notice	14

**WATERTOWN CITY SCHOOL DISTRICT
WATERTOWN, NEW YORK
AGREEMENT
JULY 1, 2021 - JUNE 30, 2024**

The Board of Education of the City of Watertown, having recognized the Civil Service Employees Association, Inc. Local 1000, AFSCME, AFL-CIO, Watertown Schools – Cafeteria Local 823 Unit 716102 as the exclusive bargaining representative of all full-time, regularly scheduled employees of said District engaged in the operation of the school cafeterias, excepting the Food Service Director and Assistant Food Service Director, does hereby enter into the following Agreement:

In accordance with Section 208 of the Civil Service Law of the State of New York, such recognition shall entitle said Association to the rights, benefits, protection, and obligations accorded by law.

In response to said recognition, and in accordance with Section 210 of the Civil Service Law, the Civil Service Employees Association, Inc. Local 1000, AFSCME, AFL-CIO hereby reaffirms that said Association does not assert the right to strike or to impose an obligation to conduct, assist, or participate in such strike, said affirmation to continue in effect throughout the period of recognition.

**ARTICLE I
DURATION OF AGREEMENT**

This Agreement and all of its terms and provisions is effective and shall remain in full force for a period of one school year commencing July 1, 2021, and terminating June 30, 2024, and shall control and govern all matters herein set forth throughout said period.

**ARTICLE II
SALARIES**

1. Each unit member shall receive wage increases as follows:
 - a. 2021-2022
3.5% plus \$0.50 (cook managers),
3.5% plus \$0.50 (cooks, head schools, driving porters), and
3.5% plus \$0.50 (food service workers).
 - b. 2022-2023
3.5% plus \$0.50 (cook managers),
3.5% plus \$0.50 (cooks, head schools, driving porters), and
3.5% plus \$0.50 (food service workers).
 - c. 2023-2024
3.5% plus \$.50 (cook managers),
3.5% plus \$.50 (cooks, head schools, driving porters), and
3.5% plus \$.50 (food service workers).

Said payment shall be based on the regularly assigned hours for each employee as determined by the District's Food Service Director. It is the intent that each cafeteria employee shall be

compensated for the daily hours worked as assigned by the Director unless changed by due notification.

2. In September, each employee's hours per day shall be set and used for the purpose of pay for paid leave absences. For any new hires during the school year their hours per day shall be set and used for the purpose of pay for paid leave absences and attendance incentive.
3. If a unit member does not receive notification of a school closing (at least one hour prior to start of shift) and shows up for shift and is immediately told to go home upon arrival, such employee shall receive a minimum of two hours of pay unless supervisor has a record of notification. Failure to answer attempted notification is not a qualifying event.
4. New employees will start at one of the following rates:

Starting Rates	2021-2022	2022-2023	2023-2024
Food Service Worker	\$13.20	\$13.90	\$14.60
Assistant Cook	\$13.90	\$14.60	\$15.30
Cook	\$14.60	\$15.30	\$16.00
Cook Manager	\$15.30	\$16.00	\$16.70
Porter w/Meal Delivery	\$16.80	\$17.25	\$17.90
Porter w/out Delivery of Meals	\$13.30	\$14.00	\$14.70

5. Any unit member who transfers to a position with a higher rate of beginning pay within the bargaining unit shall receive the starting rate of the new position plus \$1.50 per hour OR their current rate of pay plus \$3.00 if their current rate of pay is higher than the starting rate of pay for their new position. This provision does not apply to members who transfer to a position with a lower starting rate of pay, i.e., Cook to Assistant Cook.
6. Payment will be on a 10-month schedule and on an every other Friday basis. Special arrangements for holidays falling on Friday will be made by the Business Office. If school is closed on a regularly scheduled pay day due to inclement weather, checks will be available at the schools on the following Monday.
7. The above-mentioned items of this salary increase are also contingent upon a compliance with the rules and regulations of food cafeteria workers that are now or may be set up by the District's Food Service Director and/or Assistant Superintendent for Personnel and Student Services.

ARTICLE III HOURS WORKED

- A. Work days will be any days between September 1 and June 30 as required.
- B. At the beginning of the school year, the District's Food Service Director and/or Assistant Food Service Director will determine the regular hours per day to be worked in a normal working day by each employee. If an agreement cannot be reached, the Assistant Superintendent for Personnel and Student Services will be consulted and agreement reached by all parties concerned. All cafeteria personnel, unless they are not in compliance with the rules and regulations of food cafeteria workers, shall automatically return to work in the cafeteria system at the beginning of the school year unless their position is abolished or they desire to do otherwise. It is the right of the

Board of Education, through the Food Service Director, to re-evaluate each and every position at any time and make appropriate changes in hours as they deem necessary and consistent with current contract.

- C. Personnel already employed in our school lunch program at the inception of this Agreement, and for the period of said Agreement, may have their hours changed. However, it will be discussed with said person by the Food Service Director or, in his/her absence, the Assistant Superintendent for Personnel and Student Services.

If a position in a given category is abolished, the employee in that position with more time in the system, if qualified, would have the right to take the position which is next in line with years of service and the last food service helper hired in the system would be released. Likewise, if hours of an individual are changed, a seniority basis will be used so that a person with less experience in the system would ultimately get the fewer hours. For changes of less than an hour, this provision will not apply.

Positions of one (1) hour or less will be filled by the Food Service Director with preference given according to seniority.

- D. If an employee has worked the regular workday and is requested to work additional time beyond 3:00 p.m., such time will be compensated at time and one-half. All other time will be compensated at the regular hourly rate.
- E. Bargaining unit employees who work during the breakfast program will be paid the same rate of pay as they receive during the lunch program and will be entitled to use any leave time available to them under this contract while working the breakfast program.
- F. All Cook Managers and Cooks will have the opportunity to work Odyssey of the Mind, the Senior Citizen Concert and the District Breakfast. Additional employees needed for such events, as determined by the District's Food Service Director, will be determined by a seniority list. If an employee declines the opportunity to work at an extracurricular event, they will not be asked to work again until the seniority list turns over to the beginning of the list again.
- G. Staff development (whether optional or mandated) for the Assistant Food Service Director, Cook Managers, Cooks, Assistant Cooks and Food Service Helpers shall be paid at their regular rate of pay, not overtime.

ARTICLE IV MEDICAL EXAMINATION

The present provisions of Article XXI of the By-Laws of the Board of Education pertaining to medical examinations shall apply to each employee covered by this Agreement. Particular reference is made to the paragraph of said By-Laws which reads as follows:

“Any employee must have tuberculin testing who has left the country since the last test was performed. Food handlers, working in the kitchen with open food, (after their original physical and tuberculin test) will be required to fill out a Health Questionnaire every other year. These will be reviewed by the School Physician and they will do any necessary follow-up.”

**ARTICLE V
SUBSTITUTES**

- A. In case of absence of an employee, the District's Food Service Director or Assistant Food Service Director may either call in a substitute worker or where it may be practical, use a present cafeteria worker within the department to fill all or a portion of the hours vacant to be determined by the workload of that day. Additional hours for present cafeteria employees will be distributed fairly among those who wish to participate. Employees who accept temporary appointments which are to an encumbered position from which a permanent employee has the right to return: Where the expected duration of the temporary appointment is intended or does exceed 90 days, the employee shall accrue and be charged leave benefits in accordance with the standard day for the position in which they are working.
- B. A substitute cafeteria worker who works in the same position in excess of 20 days' continuous employment, will after that time receive compensation equal to the pay in the category in which they are substituting.

**ARTICLE VI
DUES DEDUCTIONS**

The Civil Service Employees Association, Inc., having been recognized or certified as the exclusive representative of employees within the bargaining unit represented by this agreement. The District agrees to deduct from the salaries of employees covered under the terms of this collective bargaining dues for the Civil Service Employees Association as said members individually and voluntarily authorize the District to deduct in accordance with the terms of an individually signed authorization, including but not limited to a dues deduction authorization card.

- 1. The District agrees to transmit the monies deducted at the employees request to the Civil Service Employees Association, Inc., Capitol Station, Box 7125, Albany, NY 12224 on a payroll period basis.
- 2. The Association agrees to provide all executed dues authorization cards signed by newly hired employees to the District or by any other employee eligible to join the union and who authorizes the deduction of dues from the employee's paycheck. The District shall have no obligation whatsoever to deduct dues from any employee unless the District has been provided a copy of a properly signed dues authorization card.
- 3. The District agrees to abide by the terms and conditions of revocation of a properly signed dues authorization card or such other authorization consistent with the terms and procedure outlined on the dues authorization card or such other authorization pursuant to the requirements of New York State Civil Service Law.

**ARTICLE VII
LEAVES OF ABSENCE**

PERSONAL DAYS:

All employees hired prior to July 1, 2007, are entitled to two (2) personal days, converted to its hourly equivalent, per year. Employees hired on or after July 1, 2007, that work six (6) hours a day or more are

entitled to two (2) personal days, converted to its hourly equivalent per year. Employees hired on or after July 1, 2007, whose standard work day is less than six (6) hours per day, will accrue one (1) personal day converted to its hourly equivalent, per year.

These days are subject to the following:

1. A reason or excuse for a personal day absence will not be required, but reasonable notice must be given by the employee to his/her immediate supervisor or the District's Food Service Director. Whenever possible, at least forty-eight (48) hours advance notice for the use of a personal day will be given.
2. In the absence of special circumstances to be reported by the employee to the Food Service Director, a personal day shall not be taken on a day prior to or following a school vacation or holiday.
3. Employees can roll over any unused personal days into sick days at the end of the school year.

VACATION:

1. Employees working a 12-month schedule will receive annual vacation in accordance with the provisions below:

One to Seven completed years of service: Two weeks
Eight to Fourteen completed years of service: Three weeks
Fifteen to Twenty-five Plus years: Four weeks
2. Note: These vacation days will be based on the employee's standard day and converted to its hourly equivalent.

SICK LEAVE:

1. Employees working a 12-month schedule will accrue 18 days of sick/family illness converted to its hourly equivalent.
2. All employees hired prior to July 1, 2007, are entitled to sixteen (16) sick/family illness days, converted to its hourly equivalent. Employees hired after July 1, 2007, that work six (6) hours a day or more are entitled to sixteen (16) sick/family illness days, converted to its hourly equivalent. Sick days may be accumulated to a total of 200 days.

*For the first year of regular full-time employment, the number of days allotted to an employee will be prorated on the basis of one day for each month of anticipated actual employment in that year.

3. All employees hired after July 1, 2007, working less than six (6) hours per day are entitled to eleven (11) sick/family illness days, converted to its hourly equivalent.

*For the first year of regular full-time employment, the number of days allotted to an employee will be prorated on the basis of one-half (1/2) day for each month of anticipated actual employment in that year.

4. A doctor's certificate or other proof acceptable to the District may be required for any absence for sickness/sickness in the family after three (3) consecutive days of illness. Where a pattern of sick leave usage can be documented, the District shall take such steps necessary to verify appropriate use of such leave.
5. Immediate family is defined as: mother, father, daughter, son, sister, brother, spouse. In addition, this leave may be used for a significant other or other relative where the employee can demonstrate the closeness of the relationship. In cases of a relative other than those specifically referenced above, the employee shall submit for approval to his/her immediate supervisor and the Superintendent, written justification as to the closeness of relationship. In these instances, it is understood that there is no requirement to grant days of leave and that the District will consider other relations on a case-by-case basis; furthermore, the District reserves the right to limit the amount of leave time granted in these cases.
6. Employees may convert up to (6) sick days to personal leave for days the District closes for the day, delays its opening or dismisses early. In order to choose this option, the decision to close, delay or dismiss early must be a District directed decision by the Superintendent of Schools. If choosing this option, employees will notify the District's Food Service Director or Assistant Food Service Director the next day of work (via provided paper form) in order to record the day appropriately for payroll purposes. Invoking this option will deduct the hourly equivalent used from the employees accrued sick leave and will not be used against employees for performance evaluation or attendance bonus purposes.
7. Employees can elect to convert accrued sick time to personal leave for days the District calendar designates half and or full days for staff development/parent teacher conferences that do not require the attendance of Food Service employees and that student lunches are not served. Invoking this option will deduct the hourly equivalent used from the employees accrued sick leave and will not be used against employees for performance evaluation or attendance bonus purposes.

SNOW DAYS

Association members will be paid for their scheduled hours for any day the District designates as a snow day, or for any hours the member does not work due to an early dismissal which the District has designated as an early dismissal due to snow. Association members shall remain on duty until dismissed by their immediate supervisor. The parties acknowledge this provision shall not apply to any other weather related closings or dismissals or any other emergency closing or dismissal.

BEREAVEMENT LEAVE:

All employees covered by this Agreement are entitled to Bereavement Leave, for death in the immediate family and family, subject to the following:

1. Immediate family is defined as: Mother, Father, Daughter, Son, Sister, Brother, Grandchildren, Grandmother, Grandfather, Spouse, relative or significant other living in the same household. Each employee will be entitled to five (5) days absence for each death in the Immediate Family. Family is defined as: Aunt, Uncle, Mother in Law, Father in Law, Sister in Law, or Brother in Law. Each employee will be entitled to three (3) days absence for each death in the Family. Name and location of the services for the deceased must be disclosed to immediate supervisor at the time of request for such leave to be approved.

2. In cases of relative other than the above, or additional time is needed beyond detailed above, the employee shall submit for approval to the Superintendent, written justification as to the closeness of the relationship. In these instances, it is understood that there is no requirement to grant five up to (5) days of leave and the district will consider other relations on a case-by-case basis. Furthermore, the district reserves the right to limit leave time to the day of the funeral only.

ATTENDANCE INCENTIVE:

If an employee uses a total of two or fewer sick leave and family illness days in any year, the employee shall receive a bonus at his or her regular rate of pay, as follows:

- Use zero days (0)-bonus of four days' pay (based on hourly standard day)
- Use one day (1)-bonus of three days' pay (based on hourly standard day)
- Use two days (2)-bonus of two days' pay (based on hourly standard day)

**ARTICLE VIII
EXTENDED ABSENCE**

Any employee who is unable to return to work after exhausting sick leave may apply for a leave of absence without pay for a period not exceeding one year. If said leave is granted, and the employee at the expiration of such leave is unable or for any reason fails to return to work, said employment shall be automatically terminated and the Board of Education may make a new appointment to fill this position. In cases where the Board of Education has granted a leave of absence to an employee, said employee may contribute the Board of Education's share to both health and dental Insurance if he or she wishes to retain these benefits during this leave.

**ARTICLE IX
HEALTH INSURANCE**

The District will pay health insurance premium costs for each employee covered by this Agreement as follows:

1. Employees who work 30 hours or more per week shall be eligible for health insurance. The employee's contribution toward the health insurance premium will be deducted from the employee's payroll checks during the school year.
2. Effective December 1, 2011, new employees receiving health insurance coverage shall contribute 15% of the premium costs. Effective July 1, 2012, new employees receiving health insurance coverage shall contribute 16% of the premium costs. Effective December 1, 2011, any employees hired prior to July 1, 2011 receiving health insurance shall contribute 11% of the premium cost for 2011-2012, and 12% of the premium cost for 2012-2013.
3. Employees hired prior to July 1, 2006, will be eligible to continue health insurance coverage in retirement at no cost to the retiree, provided they have met the following requirements:
 - a. Are employed by the Watertown City School District at the time of retirement and are enrolled in the health plan at the time of retirement;

- b. provide proof of retirement and otherwise meet the definition of retirement as specified by the NYS Employees' Retirement System; and
 - c. meet the minimum service requirement of five (5) years of service with the Watertown City School District.
4. Employees hired after July 1, 2006, will be eligible to continue health insurance coverage in retirement provided they have met the following requirement:
- a. Are employed by the Watertown City School District at the time of retirement and are enrolled in the health plan at the time of retirement;
 - b. provide proof of retirement and otherwise meet the definition of retirement as specified by the NYS Employee Retirement System; and
 - c. meet the minimum service requirements with the Watertown City School District as listed in the following schedule:

Years of Service in District	Employee Premium Contribution	District Premium Contribution
5-9	75%	25%
10-19	50%	50%
20-24	25%	75%
25+	0%	100%

5. Should the carrier for this plan be changed, the District will provide essentially the same or equivalent coverage.

**ARTICLE X
RETIREMENT PLAN**

- 1. The District will make available to each employee covered by this Agreement, participation in the 25-year Retirement Plan at one-half pay as provided in Section 75G "Career Retirement Plan" of the New York State Retirement and Social Security Law.
- 2. Any employee who retires by meeting the service requirements as defined by the NYS Employees' Retirement System will be afforded section 41(j) of the New York State Retirement Plan, which provides for the conversion of sick leave to service credit.
- 3. The maximum additional service credit allowed under subdivision (j) is one hundred sixty-five days (165). The additional service credit is applied on a workday basis (260 days = one year).
- 4. Members who receive a cash payment based on their accumulated sick leave at retirement are not eligible for the additional service credit. Payments for unused sick leave cannot be considered in the calculation of a member's final average salary.

**ARTICLE XI
DENTAL INSURANCE**

1. The District will contribute to a Dental Care Plan as outlined below providing the employee works at least 30 hours per week.

Individual Coverage - \$100 per year
Family Coverage - \$200 per year

2. Association and District representatives shall form a committee of labor and management to review the current dental plan for possible changes. It is understood the District and all its bargaining units must agree to a change in dental insurance provider or any change to existing benefits or coverage. Any recommendation to change plans shall require the approval of the Board of Education.

**ARTICLE XII
EMPLOYMENT OPENINGS**

- A. The District will post new job vacancies in the High School and Case Middle School kitchens and in the main office of all other school buildings. General postings will include the job title, i.e. Food Service Worker, and will include the number of hours to be worked per workday. The District may post specific initial assignments when known, i.e. Food Service Worker/Salad Bar, and the number of hours to be worked per day.
- B. When a Cafeteria opening occurs and prospective employees are to be interviewed, the Assistant Superintendent for Personnel and Student Services or District's Food Service Director will notify the Unit President of the CSEA Cafeteria Unit of the opening. Members of the Association, with others, shall be afforded the opportunity to apply and upon applying shall be given the same interview consideration as other applicants. Seniority in continuous employment in the District will be respected consistent with qualifications of the applicants. Final decision in passing upon qualifications of applicants and making appointments shall rest with the Board of Education.
- C. New employees and employees receiving a promotion shall be subject to a twelve (12) month probationary period. New employees will not be credited for sick, family, or necessary business leave during the first six (6) months of the probationary period. Days will be restored immediately following the probationary period. If the employee starts during the fiscal year, no days will be credited for the first six (6) months of the probationary period and immediately following the probationary period, sick, family, or necessary business days will be restored on a prorated basis.

**ARTICLE XIII
NEW EMPLOYEE ORIENTATION/NOTICES**

A. New Employees/Transfers

1. The District agrees that it will comply with its obligations under Civil Service Law § 208 as amended on April 12, 2018. Those obligations include the following below.
2. On the first Wednesday of every calendar month, the District's payroll office will provide to the bargaining unit President and Vice President a list of all new employees eligible for membership in the bargaining unit who are:

- i. Newly hired or reemployed; and/or
 - ii. An employee recently promoted or transferred into a position represented by the bargaining unit where such employee was not previously in a position represented by the bargaining unit.
 - iii. The definitions of hired, reemployed, recently promoted, or transferred shall apply to all the terms of this Section.
3. The list provided by the District to the bargaining unit shall contain at minimum the employee's name, address, job title, employing agency, department or other operating unit, work location, and salary, salary step, and column on the salary schedule.

B. Union Meetings Under Taylor Law: Monthly New Employee Meetings

1. On a schedule agreed to by the Parties, new, reemployed, promoted, or transferred employees will be permitted a reasonable amount of time without charge to such employee's leave credits to meet with a union representative designated by the bargaining unit.
2. The District and bargaining unit agree that such meeting time shall be at least 30 minutes, but on a case by case may be longer as agreed to by the District and the bargaining unit.
3. A designated union representative may use union business time if the meeting falls within the union representative's work day. Where the designated union representative must travel to a different building to meet with the new employees, the representative shall be granted additional time as necessary for accommodate roundtrip travel time. Where the meeting falls outside the union representative's work day, the union representative shall not be entitled to any additional pay.
4. Arrangements for the monthly meeting must be scheduled in consultation with the Superintendent or her/his designee.

**ARTICLE XV
GRIEVANCE PROCEDURE**

This article is to provide an orderly system for the prompt hearing and resolution of grievances.

DEFINITION

"Grievance" shall mean any alleged violation, misinterpretation, or inequitable application of this agreement.

"Work days" or "working days" shall mean weekdays (Monday through Friday) where the District is open for business.

GENERAL PROVISIONS

1. The procedure for handling a grievance in every instance shall have at least two procedural stages. The procedure for cafeteria employees is set forth below.

2. Any employee believing he/she has a grievance shall have the right to present that grievance in accordance herewith free from interference, coercion, restraint, discrimination, or reprisal. Any interference, coercion, restraint, discrimination, reprisal, or threat thereof by any employee shall be considered cause for disciplinary action against such other employee.
3. Each employee at every stage of the grievance procedure, at all conferences between himself/herself and his/her superior regarding the grievance and at any hearings in connection therewith, shall be entitled to be represented by an attorney or any other individual the employee may select as his/her counsel, but the employee's authorization of such attorney or other individual to represent him/her may be required in writing at any time after the first stage of the procedure.
4. Each administrative or supervisory officer to whom a grievance is presented in accordance with this procedure shall hear the same promptly and shall endeavor to reach a fair determination thereof within the scope of his/her authority. It also shall be the duty of such administrative or supervisory officer promptly to prepare and submit all written statements and reports required by this procedure.
5. Grievances concerning a member's current salary, rate of pay, retirement benefits, or Workers' Compensation insurance benefits shall be submitted to the Assistant Superintendent for Personnel and Student Services at Stage 1, instead of the Food Service Director.

TIME LIMITS

1. No grievance will be entertained unless the grievance is commenced within fifteen (15) working days after the employee knew or should have known of the act or condition on which the grievance is based.
2. The time limits specified may only be extended by mutual written agreement. A defense of untimely filing shall not be considered waived by any attempts to adjust the situation giving rise to the grievance or to forestall similar incidents.

PROCEDURE

Stage 1

1. The employee shall present his/her grievance orally to the Food Service Director. If the grievance is not resolved within ten (10) working days after the employee presents it, the employee shall take the matter to Stage 2.

Stage 2

1. If the grievance is not resolved by the employee and the District's Food Service Director orally and informally in the first stage, the employee may request the District's Food Service Director to prepare a written statement of the grievance and of their inability to resolve the same. The employee then within ten (10) working days may present that written statement together with a written request of review of his/her grievance and such other written statement as he/she cares to make to the Superintendent or his/her designee.
2. If in the opinion of the Superintendent or his/her designee, either before or after meeting with the employee, the grievance is one of general interest to the entire group of cafeteria workers, the

Superintendent or his/her designee shall furnish a brief written report of the grievance to the President of the CSEA Cafeteria Unit, and shall request that a representative of the Association participate in a conference with the Superintendent or his/her designee and the employee. The Superintendent or his/her designee shall set a time for this meeting to be held not later than fifteen (15) work days after the employee first submitted his/her written request for review.

3. Within ten (10) working days after the meeting, the Superintendent, or his/her designee, shall make a determination in writing and shall send a copy of it to the employee, and if there was a joint meeting, to the President of the CSEA Cafeteria Unit.

Stage 3

1. If the grievant is not satisfied with the written response provided at Stage 2, he or she may appeal the response to the Board of Education. The written appeal must contain the elements listed in Submission of Grievances and be received by the Superintendent's office within ten (10) days of receipt of the Level 2 decision.
2. Within fifteen (15) work days of receipt of the appeal, a hearing will be held by the full Board of Education or a committee of Board members. If held by a committee, the committee shall make a recommendation at the next regularly scheduled Board of Education meeting, at which the Board shall make a decision.
3. The Board of Education shall provide a written response to the grievant within ten (10) work days of the Board meeting at which their decision is made. The Board's decision shall be final and binding.

ARTICLE XVI EMPLOYEE POLICY COMMITTEE

The Watertown Educational Cafeteria Workers' Association shall appoint a committee of its own choosing to meet at any time to bring to the attention of the Superintendent, or his/her designee, any problems which they wish to discuss that may not be considered grievances under the grievance procedure but do not, at the present time, have any definite policy by which said organization and members are governed.

ARTICLE XVII HOLIDAYS

The following days shall be observed as paid holidays for the duration of this contract:

Columbus Day	New Year's Day
Veterans' Day	Martin Luther King, Jr. Day
Thanksgiving Day	Good Friday
Christmas Day	Memorial Day

ARTICLE XVIII RETIREMENT INCREMENT

1. Any employee, covered by this Agreement, who retires after the completion of ten (10) years of service in the Watertown School District, shall be compensated for unused accumulated sick leave as follows:

0 - 100 days - \$ 15/day
101 - 150 days - \$30/day
151 - 200 days - \$60/day

2. Employees working 3 ½ hours or less per day will be compensated at one-half the above rates. The conversion will be based on the standard day (hours worked) at the time of retirement.

ARTICLE XIX APRONS AND UNIFORMS

1. The Board of Education shall provide aprons as needed to each employee.
2. Employees will be required to wear uniforms daily at the District's expense. A committee will be formed to include the Food Service Director and three bargaining unit members to select the uniform (color, style, etc.). The committee uniform selection will be forwarded to the Superintendent of Schools for final approval.
3. The District will provide three sets of uniforms or any variation of pants/shirts as approved by the district and selected by the committee for each employee. Employees will be expected to wear such uniforms on duty, and will be responsible for their cleaning and maintenance. The District will provide \$150 towards non-slip footwear that is directly related to the employee's health and safety in the course of fulfilling his/her job responsibilities. All Food Service Workers will wear the slip resistant footwear while on duty as a condition of employment and should the employee not be wearing the required footwear and suffer an accident resulting in injury because of the employee was not wearing their safety footwear, it shall be considered a serious safety violation.

ARTICLE XX CIVIL SERVICE LAW

All employees covered by this Agreement and upon the satisfactory completion of their probationary period, shall be entitled to the rights and privileges covered by Section 75 of the Civil Service Law.

ARTICLE XXI EQUALITY OF OPPORTUNITY

The parties of this contract warrant that there shall be no discrimination in selection, promotion, assignment, recognition, compensation, terms and conditions of employment, lay-off, instruction or training opportunities for members, or potential members, of the bargaining unit on account of an individual's sex, race, color, national origin, creed or religion, marital status, age, gender preference, or disability.

ARTICLE XXII SAVING CLAUSE

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be contrary to law, then such provision or application shall be deemed not valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

**ARTICLE XXIII
LONGEVITY**

Effective July 1, 2021 after application of any other salary increases in this agreement, any unit member who has completed the below indicated years of service in any school year shall be eligible for a longevity increase in their annualized base salary as of July 1 of the following year.

Years	Longevity
10	\$500
15	\$600
20	\$750
25	\$950

**ARTICLE XXIV
STATUTORY NOTICE**

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF, this Agreement has been executed this 13th day of August, 2021.

**CIVIL SERVICE EMPLOYEES ASSOCIATION
WATERTOWN SCHOOLS – CAFETERIA LOCAL 823 UNIT 716102**

By: Mary Kirby
Mary Kirby, President

Date: 8/13/2021

By: Brenda Harwood
Brenda Harwood, CSEA, LRS

Date: 8/13/2021

WATERTOWN CITY SCHOOL DISTRICT

By: Patricia B. LaBarr
Patricia LaBarr, Superintendent

Date: 8/13/2021