

**AGREEMENT**

**By and Between**

**BEACON CITY SCHOOL DISTRICT  
10 Education Drive  
Beacon, New York 12508**

**and the**

**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000  
AFSCME, AFL-CIO FOR THE BEACON CITY SCHOOL DISTRICT  
UNIT OF THE DUTCHESS COUNTY EDUCATIONAL LOCAL 867**

**JULY 1, 2015 - JUNE 30, 2020**

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## **ARTICLE I**

### **Recognition**

The Board of Education of the Beacon City School District, hereinafter known as the Employer, consistent with its policy and the policy of the State of New York, in furthering a more harmonious and cooperative relationship between its Employees, Administrators and the Members of the Board of Education, which will enhance the educational program of the Beacon City School District, and with the intent of providing an orderly means of settlement of differences, promptly and fairly, as they arise, and

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 Employer, which laws, rules and regulations and policies shall be adhered to for the accomplishment of this purpose:

Hereby recognizes the Civil Service Employees' Association, Inc., as the sole and exclusive representative for all full and part-time food service employees including cook managers, cooks, and food service helpers with regard to rates of pay, wages, hours of employment and other terms and conditions of employment.

## **ARTICLE II**

### **Uniform Allowance**

- A. The District agrees to provide five (5) pants, shirts and aprons annually for all full-time employees.
- B. The District agrees to provide three (3) pants, shirts and aprons annually for all part-time employees.
- C. The District reserves the right to withhold from wages the pro-rated costs of the uniforms for employees who are hired during the school year and who terminate within one (1) year.
- D. The District shall choose the uniform. 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 III

### Work Day

- A. All workers report each day a meal is served to the children. Full-time Cook Managers and Cooks may be required to report up to two (2) days prior to the opening of school in September and up to two (2) days after the close of school in June, at the direction of the Director of Food Service. Food Service Helpers may be required to report to work one (1) day prior to the opening of school as determined by the Director of Food Service. Full-time Cooks and Cook Managers may be required to attend up to two (2) In-Service Days per year.
- B. All salaried school lunch employees will normally work a six (6) hour or six and one-half hour day. Salaried workers working more than their regular number of hours per day will be paid their regular hourly rate for all hours only when authorized in advance by the Director of Food Service. All hours worked by salaried workers beyond 40 hours in a week shall be paid at the rate of time and one-half.
- C. On "Emergency" days, cafeteria employees are not expected to report to work except that the Cook Manager shall report if perishable food requires attention. On days that schools are closed because of an "Emergency" and an employee is scheduled to work, the employee shall receive his/her regular day's pay for up to a maximum of four (4) emergency days. On days of delayed opening, affected personnel will receive a full day's pay. On days that individual schools are closed due to an emergency, hourly employees assigned to such school(s) will be given the option of working the remainder of their regular shift in another District school. Those unit members choosing not to complete their shift in another school will be paid only for that time worked.
- D. Employees in a higher job title may perform the work of other employees in the unit in a lower job title when the need arises. This provision is not intended to replace the hiring of substitutes where employees are absent without adequate notice being given to the District.

## ARTICLE IV

### Position Openings

Any Cafeteria position openings are to be duly posted at all cafeterias. Job applicants shall be considered according to qualifications. However, in instances where qualifications are equal, the most senior applicant shall be selected for the position. In the event a vacancy occurs during July and/or August, the District shall send an electronic copy of the posting to unit members by email (understanding that this is a good faith attempt to reach all unit members in the most expeditious manner possible). Any alleged violation of this provision shall not be subject to the grievance procedure.

## ARTICLE V

### Dinner Rates

Employees that are assigned to work outside of their regular work hours for food service events shall be paid a minimum of two (2) hours at their regularly hourly rate. A minimum of two employees shall be assigned to each event.

## ARTICLE VI

### Salaries and Compensation

A. **For employees hired prior to July 1, 2017:**

Effective July 1, 2015, the salary schedule shall be increased by 2%.

Effective July 1, 2016, the salary schedule shall be increased by 2%.

Effective July 1, 2017, the salary schedule shall be increased by 2%.

Effective July 1, 2018, the salary schedule shall be increased by 2.25%.

Effective July 1, 2019, the salary schedule shall be increased by 2.25%.

In the event a Food Service Helper hired prior to July 1, 2017 is promoted to Cook, he/she shall be paid the Cook starting salary applicable to unit members hired prior to July 1 2017.

**For employees hired on or after July 1, 2017:**

New hires shall be placed on the salary schedule for employees hired on or after July 1, 2017. The schedules shall not be subject to the across the board percentage for the 2017-2018 school year. For the 2018-2019 and 2019-2020 school years, the salary schedules shall be increased by 2.25% in each year.

B. In the event a unit member is called in on Thanksgiving, Christmas, New Year's, or Easter, he/she shall receive the greater of two (2) hours overtime pay, or the number of hours actually worked.

C. Cooks and Cook Managers shall be paid in twenty-one (21) or twenty-five (25) equal installments, as selected by the Cook/Cook Manager, based on a one hundred and eighty (180) day school year. In the event that a Cook/Cook Manager is directed to work beyond 180 days, he/she shall receive additional compensation at his/her daily rate of pay.

## ARTICLE VII

### Work Environment

The District shall provide a clean, healthy and safe work environment for members of the unit.

## ARTICLE VIII

### Unpaid Leaves of Absence

Full-time members of the unit so desiring shall be granted leave without pay, up to a maximum of one (1) year, for each occurrence for the following purposes. Unit members are not eligible for unpaid leave of absence until after one (1) full year of service. Leave shall require the approval of the Superintendent of Schools.

1. Personal illness in excess of accumulated sick leave.
2. Serious family illness in excess of the days provided in Article IX, Section B-3.
3. Child care following the birth or adoption of children.

## ARTICLE IX

### Fringe Benefits

A. Employees as defined when describing various fringe benefits shall mean full-time Cook Manager and Cooks.

B. Sick Leave - Cook Manager/Cook

1. Employees covered hereunder shall be entitled to the following sick leave provisions:

First year of Service	-	10 days paid leave
Second year of Service	-	11 days paid leave
Third year of Service	-	12 days paid leave
Fourth year of Service and thereafter	-	13 days paid leave

For all such employees hired on or after July 1, 1993, the number of sick leave days per year, as referenced above, shall be reduced by two (2), as follows:

First year of service	-	8 days paid leave
Second year of service	-	9 days paid leave
Third year of service	-	10 days paid leave
Fourth year of service and thereafter	-	11 days paid leave

2. Sick leave may be accumulated to a cumulative maximum of 165 days. On July 1 of each year, if an employee has unused sick leave, it will be added to that which has already been accumulated.
3. All employees covered hereunder shall be entitled to sick leave when such absence is incurred on account of the illness of a member of the employee's immediate family residing in the household of the employee at the time of the illness. The term 'immediate family' shall include spouse, children, grandchildren, parents, parents-in-law, sons and daughters-in-law, siblings and their spouses, nieces and nephews.
4. Any days earned beyond the above-stated maximum shall be reimbursed to a maximum of five (5) days, minimum of three (3) days. Such reimbursement shall be at the per diem rate to a maximum of \$200 per year.
5. A doctor's note may be required after an absence of two (2) or more days or for absences which indicate a pattern of abuse.
6. The District shall provide benefits under Section 41j of the N.Y.S. Retirement and Social Security Law for all unused sick days up to one-hundred sixty-five (165) days.

C. Bereavement Leave:

All employees shall be entitled to three (3) consecutive days absence from employment with pay, commencing with date of death, not chargeable to sick leave, for a death in the family, i.e., parents, grandparents, children, brother, sister, spouse and members of the spouse's immediate family, to include mother, father, brother, sister.

D. Personal Leave - Cook Manager/Cook

All employees covered hereunder shall be entitled to a maximum of three (3) personal days absence without loss of compensation or deduction from accumulated sick leave credits. However, each such absence must be approved by the administration in advance. Where the request for personal leave does not arise as a result of an emergency, the employee shall give at least three (3) days notice of his/her request and the number of days absence requested. An employee's request for time off for personal business will be granted without loss of pay upon the approval of the administration where the reason for absence is beyond the control of the individual and cannot readily be scheduled after regular school hours.

E. Health Insurance - Cook Manager/Cook

Effective July 1, 2006, the District shall contribute 75% of the cost for individual and family coverage, with employees contributing 25% toward the cost of the plan. Effective July 1, 2017, the District shall contribute 85% of the cost of the premiums for individual coverage, and 75% of the cost of the premiums for family coverage. If an employee is able to be covered under another health insurance plan, the employee can waive coverage in the District's plan and in return receive \$1,000 for each year in which coverage is waived. The unit member shall receive the \$1,000 payment on or before the first payroll in December. Re-entry into the health insurance program shall be governed by the requirements of the plan. The main health insurance plan is the Empire Plan.

F. Retirement Plan - Cook Manager/Cook

Employees in this unit shall participate in the appropriate tier of the New York State Employees Retirement System.

G. Longevity - Food Service Helpers

<b>Years of Service</b>	<b>Effective 7/1/15</b>	<b>Effective 7/1/16</b>	<b>Effective 7/1/17</b>	<b>Effective 7/1/18</b>	<b>Effective 7/1/19</b>
After 5 Years	\$0.41 per hour	\$0.42 per hour	\$0.43 per hour	\$0.44 per hour	\$0.45 per hour
After 10 Years	\$0.41 per hour	\$0.42 per hour	\$0.43 per hour	\$0.44 per hour	\$0.45 per hour
After 15 Years	\$0.41 per hour	\$0.42 per hour	\$0.43 per hour	\$0.44 per hour	\$0.45 per hour
After 17 Years	\$0.41 per hour	\$0.42 per hour	\$0.43 per hour	\$0.44 per hour	\$0.45 per hour
After 20 Years	\$0.41 per hour	\$0.42 per hour	\$0.43 per hour	\$0.44 per hour	\$0.45 per hour

H. Longevity - Cook Manager/Cook

<b>Years of Service</b>	<b>Effective 7/1/15</b>	<b>Effective 7/1/16</b>	<b>Effective 7/1/17</b>	<b>Effective 7/1/18</b>	<b>Effective 7/1/19</b>
After 5 Years	\$765	\$780	\$796	\$814	\$832
After 10 Years	\$765	\$780	\$796	\$814	\$832



After 15 Years	\$765	\$780	\$796	\$814	\$832
After 20 Years	\$765	\$780	\$796	\$814	\$832

I. Sick Leave

1. Food Service Helpers

- First year of service - 4 days paid leave
- Second year of service - 5 days paid leave
- Third year of service  
and thereafter - 6 days paid leave

All such absences for family illness must be for good cause and taken only after obtaining approval of the Director of Food Service, whose approval will not be unreasonably withheld.

Effective July 1, 2010, sick leave in this category shall be cumulative to 40 days. Effective July 1, 2017, sick leave shall be cumulative to 45 days. Any days earned beyond the above-stated maximum shall be reimbursed at 50% of the cash value of each unused day above 40 in the last paycheck of the school year.

Sick leave may be used for bereavement leave, not to exceed the provisions of "C" in this Article.

A doctor's note may be required after an absence of two (2) or more days or for absences which indicate a pattern of abuse.

The District shall provide benefits under Section 41j of the N.Y.S. Retirement and Social Security Law for all unused sick days up to one-hundred sixty-five (165) days.

J. In the event that a food service helper becomes employed as a cook or a cook manager in the District, vested longevity pay entitlements shall be continued.

K. All employees who do not utilize a sick day in a school year shall receive a perfect attendance bonus equivalent to three days of their regular daily rate of pay. All employees who do not utilize more than one sick leave day in a school year shall receive an attendance bonus equivalent to two days of their regular rate of pay. Such bonus shall be paid in the last paycheck of the school year. Employees shall not be permitted to take an unpaid day for a sick leave absence if the employee has sick leave accruals available.

## ARTICLE X

### Personnel Records and Evaluation

#### A. Personnel Records

1. Every employee will have the right to review the contents of his/her personnel file, except for any confidential pre-employment material, upon request, and receive copies. The Superintendent or his/her designee will be there when the file is reviewed and the employee has the right to have his/her representative present also. These files are not open to public scrutiny.
2. An employee's personnel file shall be defined as that file maintained in the office of the Superintendent of Schools.
3. No material derogatory to an employee's conduct, service, character or personality shall be placed in his/her personnel file without cause unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

#### B. Employee Evaluation:

The District shall annually evaluate the performance of members within the bargaining unit and employees shall receive a copy of the evaluation form within two (2) weeks after its completion. The evaluation form to be utilized is appended to this Agreement as Appendix "C".

1. The Director of Food Service, or the Cook Manager if designated by the Director, shall conduct one (1) written evaluation of Association Staff each year. The employee will have a right to respond to said evaluation in writing and have the response attached to the evaluation.
2. An employer/employee conference shall be held after each written evaluation at the request of either party.
3. Employee discipline will be covered under the grievance procedure.

## ARTICLE XII

### Grievance Procedure

#### Section I - Declaration of Basic Principle

- A. The function of the procedure is to assure proper and equitable treatment under the existing laws rules, regulations and policies which relate to and affect the employee in the performance of his assignment. It is not designed to be used for changing such rules or establishing new ones.
- B. Every employee shall have the right to present his grievance in accordance with the procedures provided below, free from interferences, coercion, restraint, or reprisal, and shall have the right to be accompanied by a Union representative at all stages of the grievance procedure. It shall be the employee's responsibility to arrange for union representation.
- C. There shall be no discrimination against any employee because he has presented a grievance under this procedure. Nor shall there be any discrimination against any employee because he has given testimony or information in any hearing or conference relating to any matter presented or arising under this procedure.

#### Section II - Definitions

- A. "Employee" - Shall mean any person represented by the Beacon Food Service Association.
- B. "Grievance" - Shall mean any claimed violation, mis-interpretation or inequitable application of this Agreement.
- C. "Unit" - The unit of this School District shall consist of Cook Managers, Cooks, Food Service Workers and Cashiers.
- D. "Unit Head" - For the purpose of "Grievance Procedures", the Unit Head shall be defined as the Director of Food Service.
- E. "Day" - Shall be working days.

#### Section III - The Procedure

Introduction - It shall be understood that matters discussed with the Unit Head in a normal operation of the department, or in casual conversation, are not to be considered as the initiation of the grievance procedure.

An employee who claims to have a grievance shall present his/her grievance in writing to his/her Unit Head on grievance form 123A, a copy of which is attached to this Agreement.

Notwithstanding the provisions of the First Stage below, unless such grievance is initiated in writing within thirty (30) days after the occurrence of the act or when the employee should have known of the occurrence of the act which is the basis of the grievance, it shall be deemed waived and shall not be entertained by the Unit Head.

#### First Stage

- A. An employee who claims to have a grievance shall present his grievance orally to his Unit Head, as defined above, and state that he is initiating the formal grievance procedure.
- B. The Unit Head shall discuss the grievance with the employee and render an immediate decision or make such investigation as he deems appropriate and consult with his superiors to such extent as he deems appropriate, all on an informal basis and render a deferred decision.
- C. A deferred decision shall be rendered within five (5) working days.

#### Second Stage

- A. If the employee presenting a grievance is not satisfied with the decision made by his Unit Head, he may, within five (5) working days thereafter, request a review and determination of the grievance by the Superintendent of Schools. Such request shall be served upon both the Superintendent and the Unit Head to whom the grievance was originally presented.
- B. The Superintendent may, and at the request of the employee shall hold an informal hearing within five (5) days after receiving the written request and statement from the employee. The employee shall appear at the hearing and present oral or written statements or arguments.
- C. The Superintendent shall consider the oral and written statements submitted by employee and Unit Head and make such investigations as he deems appropriate including informal discussion of the grievance with the employee.
- D. Within five (5) days after the close of the hearing, or within five (5) days after the grievance has been submitted to him if there be no hearing, the Superintendent shall make his decision in writing and communicate the same to the employee presenting the grievance.

#### Third Stage

- A. An employee may appeal from the decision of the Superintendent or his designee within five (5) days after notice of such decision. The appeal shall be taken by submitting to the Board of Education a written statement signed by the employee taking the appeal, containing:

1. The name, residence address, and unit of employment of the employee presenting the grievance.
  2. The name, residence address, and unit of employment of each other employee or official involved in the grievance.
  3. A concise statement of the nature of the grievance, the facts relating to it, and the proceedings and decisions on the grievance up to the time of the appeal.
  4. A request for a review of the decision of the Superintendent or his designee.
- B. The Board of Education may request the Superintendent to submit a written statement of facts, including a summary of the hearing, if there was a hearing, and the original or a true copy of any other record or document used by the Superintendent or his designee in making his decision. Such written statement shall be submitted within ten (10) days after request by the Board of Education.
- C. The Board of Education shall hold a private hearing within ten (10) days after receiving the written request for review. It shall give at least three (3) days' notice in writing of the time and place of such hearing to the employee, and the Superintendent or his designee, both of whom shall be entitled to be present at the hearing.
- D. The hearing may be conducted by any one or more members of the Board, designated by the Board to act on its behalf; provided however, that if less than a quorum presides at such a hearing, the member or members thereof conducting such hearing shall render a report thereon to the full board, shall thereupon render its decision.
- E. New evidence, testimony or argument, as well as any documents, exhibits or other information submitted to the Superintendent or his designee at the hearing held by him may be introduced at the hearing by the employee, by the Superintendent, or his designee, or upon the request of the Board of Education.
- F. The hearing may be adjourned from time to time by the Board of Education, if, in its judgment, such adjournment is necessary. The total of all such adjournments, however, shall not exceed ten (10) days, except that adjournments consented to by both the employee and the superintendent shall not be counted in determining the total days of adjournments as herein limited.
- G. The Board of Education shall not be bound by formal rules of evidence.
- H. A written summary shall be kept of each hearing held by the Board of Education.
- I. The Board of Education shall render its decision in writing five (5) days after the close of the hearing. It shall immediately file its decision and the written summary of the proceedings with the District Clerk and shall at the time send a copy of the decision to the

employee and the Superintendent. The decision shall include a statement of the Board's findings of fact, conclusions and advisory recommendations.

- J. The report of the Board of education shall be final.
- K. Waiver or extension of time; time for discussion and hearings:
  - 1. The time limitations for presentation and resolution of grievances as stated in the procedure may be waived or extended by mutual agreement of the parties involved.
  - 2. All discussion and hearing between an employee, Superintendent and Board of Education, shall be conducted at a time set by the Superintendent.

### **ARTICLE XIII**

#### **Dues Deduction**

- A. Check-off of Dues

The employer agrees to deduct from all employees who are Union members covered by this Agreement, the initiation fees, dues and assessments of the Union and agrees to remit all such deductions prior to the end of each month for which such deductions are made. Written authorization by the employee to be furnished in the form approved by the employer.

### **ARTICLE XIII**

#### **Miscellaneous**

- A. On or about September 1st each employee will be notified of their yearly salary, number of accumulated leave days and step placement.
- B. The Association will receive a list of the data in Section A of this article.
- C. When an employee substitutes in another classification, that employee shall receive the higher rate of pay for the time worked in that classification only.
- D. 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 therefor, shall not become effective until the appropriate legislative body has given approval.

- E. This Agreement shall constitute the full and complete Agreement between both parties and may be altered, only by mutual consent of both parties in a written and signed amendment to this Agreement.
- F. Copies of this Agreement shall be printed at the expense of the Board of Education and given to all employees now employed, or hereafter employed by the Board as soon as possible after its execution of the employment, if its occurs later. Ten (10) copies shall be given to the Association.
- G. This Contract shall supersede any individual contract or any rule, regulation or past practice contrary to or inconsistent with those terms.
- H. If any provision of this Agreement shall be found contrary to law, then such provisions or application shall be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- I. The Board of Education, its officers and employees shall not discriminate against any employee on the basis of race, color, national origin, creed, religion, marital status, sex, age or disability.

**ARTICLE XIV**

**Duration**

THIS CONTRACT SHALL BE EFFECTIVE AS OF JULY 1, 2015 AND SHALL CONTINUE IN EFFECT THROUGH JUNE 30, 2020.

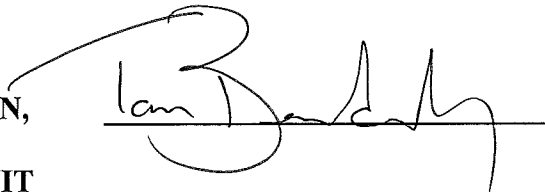
DATED:

**SUPERINTENDENT OF SCHOOLS  
BEACON CITY SCHOOL DISTRICT**



A handwritten signature in black ink, appearing to read "Matthew J. O'Neil", written over a horizontal line.

**CIVIL SERVICE EMPLOYEES ASSOCIATION,  
INC., LOCAL 1000 AFSCME, AFL-CIO FOR  
THE BEACON CITY SCHOOL DISTRICT UNIT  
OF THE DUTCHESS COUNTY EDUCATIONAL  
LOCAL 867, INC.**



A handwritten signature in black ink, appearing to read "Ian B. [unclear]", written over a horizontal line.

**APPENDIX A**

**BEACON CITY SCHOOL DISTRICT  
GRIEVANCE FORM**

FORM 123A

(Write reply, return white copy to sender,  
and retain yellow copy for your files)

GRIEVANCE: \_\_\_\_\_ DATE FILED \_\_\_\_\_

**GRIEVANCE FORM**

Provision of Agreement:

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Time, Date, and Place of Grievance:

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Person or Persons Involved:

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Concise Statement of Facts:

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Relief or Settlement Desired:

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Signed: \_\_\_\_\_  
Grievant

Signed: \_\_\_\_\_  
For the Association



**APPENDIX B**

**BEACON CITY SCHOOL DISTRICT  
GRIEVANCE RESPONSE FORM**

FORM 123B

STAGE: \_\_\_\_\_

GRIEVANCE

NUMBER

OR

NAME:

\_\_\_\_\_  
RESPONSE:

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DATED: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF RESPONDENT

**APPENDIX C**  
**EVALUATION FORM**

**APPENDIX D**

**STARTING SALARIES**

**For Employees Hired Prior to July 1, 2017:**

<b><u>POSITION</u></b>	<b><u>2015-2016</u></b>	<b><u>2016-2017</u></b>	<b><u>2017-2018</u></b>	<b><u>2018-2019</u></b>	<b><u>2019-2020</u></b>
Food Service Helper	\$13.86	\$14.14	\$14.43	\$14.75	\$15.08
Cook (Hourly)	\$16.19	\$16.51	\$16.84	\$17.22	\$17.61
(Annual)	\$17,485	\$17,831	\$18,187	\$18,598	\$19,019
Cook Manager (Hourly)	\$18.64	\$19.01	\$19.39	\$19.83	\$20.27
(Annual)	\$20,131	\$20,531	\$20,941	\$21,416	\$21,892

**For Employees Hired On or After July 1, 2017:**

<b><u>Food Service Helper</u></b>	<b><u>2017-2018</u></b>	<b><u>2018-2019</u></b>	<b><u>2019-2020</u></b>
Step 1	\$13.96	\$14.27	\$14.60
Step 2	\$14.27	\$14.59	\$14.91
Step 3	\$14.43	\$14.75	\$15.08

<b><u>Cook</u></b>	<b><u>2017-2018</u></b>	<b><u>2018-2019</u></b>	<b><u>2019-2020</u></b>
Step 1 (Hourly)	\$16.53	\$16.90	\$17.28
(Annual)	\$17,850	\$18,252	\$18,663
Step 2 (Hourly)	\$16.66	\$17.04	\$17.42
(Annual)	\$17,997	\$18,402	\$18,816
Step 3 (Hourly)	\$16.84	\$17.22	\$17.61
(Annual)	\$18,187	\$18,598	\$19,019

<b><u>Cook Manager</u></b>	<b><u>2017-2018</u></b>	<b><u>2018-2019</u></b>	<b><u>2019-2020</u></b>
(Hourly)	\$19.39	\$19.82	\$20.27
(Annual)	\$20,941	\$21,416	\$21,892