

**AGREEMENT BETWEEN THE
SUFFIELD BOARD OF EDUCATION
AND
UE LOCAL 222, CILU #38**

**Effective July 1, 2019
through June 30, 2022**

August 12, 2019

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ARTICLE 1
RECOGNITION

- 1.0 The Board of Education hereby recognizes the Union as the exclusive Collective Bargaining Agent, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the unit consisting of all food service employees employed by the Suffield Board of Education, excluding supervisors and others excluded by the Municipal Employees Relations Act (MERA).

ARTICLE 2
UNION SECURITY/DUES

- 2.0 Upon the voluntary written authorization from the employee, the Suffield Board of Education agrees to deduct from each employee an amount equal to the union membership dues by means of payroll deductions. The Board of Education will remit once each month such deductions together with the list of employees from whose wages these sums have been deducted, a copy of said deductions to the Finance Department of UE Local 222.
- 2.1 Dues will be deducted from the second payroll of each month September through June.
- 2.2 The union shall no later than August 1 of each year, give written notice to the Business Office of the amount of dues for the year.
- 2.3 Employees may elect to change their chosen status upon appropriate written notice to the HR Department.
- 2.4 The Union agrees to hold the Board of Education harmless from damage arising from the enforcement of this Article.

ARTICLE 3
MANAGEMENT RIGHTS

- 3.0 Nothing herein contained shall be construed as limiting the right of the Board of Education to manage or direct the working force, including: the right to hire, transfer, promote, suspend or discharge any employee in order to maintain discipline and efficiency; to relieve employees from duty because of lack of work or other causes deemed sufficient to the Board of Education; to determine the methods, processes and means of operation, the schedules of work, methods or facilities; and to limit or curtail its operations unless, and only to the extent that, provisions of this Agreement specifically curtail or limit such rights, powers, and authority.

ARTICLE 4
NO STRIKE/NO LOCKOUT

- 4.0 The Union agrees that all employees included in this Agreement will not collectively, concertedly or individually engage in or participate directly or indirectly, in any strike, sympathy strike, slowdown or stoppage during the term of this Agreement.
- 4.1 The Board of Education agrees that it shall not lockout employees during the term of this Agreement.

ARTICLE 5
SENIORITY

- 5.0 Seniority shall commence upon the date that the employee begins as a full-time (20 hours or more) or permanent part-time paid employee of the Board of Education. The employee's earned seniority shall not be lost because of absence due to illness, pregnancy, maternity leave, bereavement, jury duty, personal leave or authorized leave or while eligible for recall. Seniority and seniority rights will not be accrued during unpaid leave of absence or layoff, unpaid educational leave, but such rights will not be lost by the employee because of such leave. Part-time seniority shall be credited as follows:

½ year of seniority for each one (1) year of part-time service.

The seniority list shall be adjusted annually, every September, and shall be provided to the Union, which shall distribute it to managers.

- 5.1 All other factors being equal, seniority will be used to determine transfers or promotions of any of the employees. Other factors are defined to include qualifications and competence to perform the work.
- 5.2 New employees of the Board of Education shall be considered probationary during their first sixty (60) calendar days of employment. During such probationary period the employee shall not attain seniority rights under this Agreement, and such probationary employee will be subject to discharge by the Board of Education, without access to the Grievance Procedure. At the successful completion of the probationary period, seniority shall be retroactive to the commencement of employment. If the probationary period falls during scheduled school vacation time, the probation may be extended by the Food Services Director for ten (10) days.
- 5.3 When new jobs or job vacancies are created within the unit, the Board of Education shall post the job title and job description for one (1) week and notify the Union Co-Presidents of such posting. Each employee who is interested will have the opportunity to apply for said opening(s), providing he/she is qualified.

The senior qualified employee shall be given first consideration for the job. If the

senior employee is not promoted, consideration shall then be given to the next senior qualified employee in the unit who has applied for the position.

The Board of Education, through its administration, retains the right to fill positions from outside the Unit. In the event there are two or more equally qualified applicants for the job, the inside senior applicant shall receive the appointment.

Promoted employees shall have a thirty (30) day trial period to demonstrate ability to perform in the position. If the trial period is deemed unsuccessful by the Food Service Director, such employee shall be placed back in his/her former position, hours and pay rate if such position remain vacant. If the probationary period falls during a scheduled school vacation time, the probation may be extended by the Food Services Director for a period of ten (10) days.

- 5.4 In the event there is a reduction in or a proposed reduction in the number of employees or work hours, the employee with the least seniority in the job title shall be laid off first. The Board of Education shall notify the Union President as soon as possible, but in no event less than two (2) weeks prior to the time in which the layoff is to be effective. The Board of Education shall notify the least senior employee within the affected job title at least fourteen (14) calendar days before the effective date of the layoff. Failure to provide such fourteen (14) day notice shall result in payment of a two (2) week severance pay penalty.
- 5.5 The order of layoff for employees covered by this Agreement shall be within the seniority group/job classification as follows:
- A. Temporary employees first
 - B. Probationary employees, part-time before full-time;
 - C. Regular part-time employees before regular full-time regardless of seniority;
 - D. Within job title, full-time employees with the least seniority first.

An employee who receives such notice may elect within two (2) calendar days thereafter to bump into a lower job title within his/her seniority group, provided that the employee is qualified to perform the work and has more seniority than the least senior employee in the lower job title. The employee to be bumped shall have the same bumping rights to positions held by less senior employees in a lower job title provided all such bumping rights are exercised prior to the effective date of layoff.

- 5.6 Employees who are laid off or bumped into a lower job title under this Article shall have recall rights as follows:
- A. The affected employee shall be placed on a recall list at the time of layoff.

- B. An employee who is bumped to a lower job title shall have recall rights to his/her former job title. When an employee is bumped to a lower job title, he/she shall be placed on the appropriate pay scale and step that represents the least reduction to the pay of the employee.
- C. For a period of twenty-four (24) months, the affected employee shall have the right to be recalled to the job title from which he/she was laid off or to a position in a lower job title within his/her prior seniority group if qualified, if such a position should become vacant.
- D. No person shall be newly employed until all persons on the recall list have been notified by certified mail return receipt requested, and such persons either are offered re-employment, or declined such re-employment offer. An employee who declines an offer of re-employment for which he/she is qualified shall forfeit recall rights. If a person on recall fails to respond to a certified letter notifying the employee of a recall opportunity within five (5) business days of receipt, the employee shall lose recall rights.

An employee recalled to a position other than the position he/she was laid-off from shall have a thirty (30) calendar day period in which to demonstrate his/her qualifications to perform the job.

If the employee fails such thirty (30) day period, he/she shall be placed back on the recall list or offered another position if available.

ARTICLE 6 HOURS OF WORK AND OVERTIME

- 6.0 All full-time/school year Food Service employees shall have a work day of not more than seven and three-quarter (7-3/4) hours per day, Monday through Friday with a fifteen (15) minute paid break.
- 6.1 Members of the bargaining unit required to work for any non-Board of Education functions, shall be paid at time and one-half (1-1/2) their regular hourly rate.
- 6.2
 - A. Overtime pay (time and one-half) shall be paid for all hours worked over 40 hours per week. All work performed on a Sunday shall be paid at double time (2 x) the employee's regular hourly rate.
 - B. Any member of the bargaining unit called back or requested to return to work outside of his/her regular hours shall receive a minimum of two (2) hours pay for a planned event or three (3) hours pay for an unplanned event, at the appropriate premium rate.
 - C. If unit members are asked to extend their hours before or after their regular shift, they will receive compensation at straight time rates unless indicated

otherwise by Article 6.

- 6.3 All members of the Food Service unit shall be asked for overtime on a rotational basis within their building and within their job classification, the initial list based on seniority and distributed on an equal basis.
- A. Normal, every-day repetitive catering (i.e., Birthday cakes, BOE meetings, coffee, etc.) Shall continue to be done by on-site bargaining unit staff members.
 - B. All other catering events that require more than one (1) staff member shall be handled in the following manner:
 - 1. Each separate school shall use its Lead and staff for any in-house event. If all members at that school refuse their overtime, it will be offered to members at other schools. If no one from another school accepts the overtime, then the least senior employee at the school where the event takes place must respond for that event.
 - 2. All overtime for major catering events shall be rotated on an equitable basis. The overtime list shall be posted in each school.
 - 3. The order of rotation on the overtime list is maintained, even if overtime is refused.
 - 4. If all employees on the overtime list refuse the overtime, then the least senior employee must work. The overtime list for this purpose shall include all unit members except those who have not worked for at least one calendar year.
 - 5. If, and only if, the least senior employee cannot respond (due to illness), then a substitute may be called in to work.
- 6.4 All bargaining unit members will be asked to work overtime first before any substitute workers.
- 6.5 In the event of an absence, the Lead shall distribute the more desirable opening to employees within the school units before substitutes are called.
- 6.6 In the event that the Food Service Director redistributes hours amongst employees, the Union will be notified. If the Union requests a meeting to discuss the redistribution of hours, a meeting shall be granted. This section does not create an obligation to negotiate or bargain.

ARTICLE 7
GRIEVANCE PROCEDURE

7.0 Purpose The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible so as to insure employees' morale without impairing Board of Education efficiency.

7.1 Definitions

A. A "Grievance" is any claim of a violation of any provision of this Agreement.

B. A "Grievant" may be the employee and/or Union.

C. "Days" shall mean calendar days scheduled as work days.

STEP ONE Any employee with a grievance and/or his/her Union Representative shall meet with the Food Service Director or his/her designee within ten (10) days of the date the alleged grievance occurred or is discovered. At this meeting, the parties shall attempt to resolve the grievance. If the parties are unable to resolve the grievance informally at the meeting, the union may file a formal step one grievance by stating the grievance in writing, specifying the section of the Agreement involved, and giving a copy to the Food Service Director within ten (10) working days after the meeting. The Food Service Director or designee shall render a decision within five (5) working days after receiving the written grievance.

STEP TWO If the employee or the Union is not satisfied with the decision rendered by the Food Service Director or his/her designee, the employee or the Union shall submit the grievance in writing within ten (10) days after receiving such decision, to the Superintendent of Schools or his/her designee, who shall meet with the Grievant and the Union Representative and render a written decision, with reasons stated, within ten (10) days after the meeting.

STEP THREE If the Union is not satisfied with the decision rendered by the Superintendent of Schools or his/her designee, the employee or the Union shall submit the grievance in writing with ten (10) days after receiving such decision, to the Board of Education, which shall meet with the Grievant and the Union Representative at the Board of Education's next regularly scheduled meeting (or as the Board may otherwise determine) and render a written decision with reasons stated, within ten (10) days after the hearing, provided that such meeting shall occur within thirty (30) days of the appeal to Step Three.

STEP FOUR If the Union is not satisfied with the decision rendered by the Board of Education, it may, within twenty (20) days after the receipt of that decision, submit the grievance to the Connecticut Board of Mediation and Arbitration. The cost of the arbitration shall be borne equally by both parties. By mutual consent of the parties, such grievance may be submitted to the American Arbitration Association

for resolution. The Board of Education agrees to pay for the full cost of the arbitration at American Arbitration Association. The decision rendered by the Arbitrator(s) shall have no power to add to or subtract from or modify in any way the terms of this Agreement.

- 7.2 Employees and the Union shall have the right and choice of a representative whenever desired by either individual employees or the Union at their expense. The Board of Education shall have the right and choice of a representative whenever desired at its own expense.
- 7.3 By mutual written agreement the parties may agree to extend the time limits of this procedure.

ARTICLE 8
DISCIPLINE

- 8.0 No employee shall receive a verbal written warning, written warning, suspension or discharge without just cause.

All suspensions and discharges must be given in writing with reasons stated and a copy given to the employee and the Union within three (3) working days of the suspension or discharge.

Depending on the offense, disciplinary action may include, but not be limited to, verbal and/or written warning, suspension without pay, and discharge. Progressive discipline shall be applied when appropriate. Disciplinary action normally shall be appropriate to correcting the conduct for which discipline was initiated.

All disciplinary action may be appealed through the established grievance procedure.

- 8.1 Each employee shall have the right to see and review his or her personnel file upon the written request of the employee by appointment with the HR Office. HR Office shall provide copies of all materials in the file upon request of the employee. Employees may request that the HR Office correct, amend or delete incorrect or inaccurate material. Failing mutual agreement, the employee shall have the right to respond and it shall be made part of the file.

No separate active personnel file shall be maintained other than the one subject to employee inspection.

- 8.2 Each employee shall be given copies of evaluation reports, if any, placed in the employee's personnel file.

ARTICLE 9
INSURANCE BENEFITS AND PENSION

9.0

This article and the attached insurance matrix document contain summaries and descriptions of various insurance benefits. It is agreed and understood by the parties that the insurance descriptions contained in this Agreement and the matrix are descriptive only and are not insurance policies. All questions or issues concerning insurance coverage and related matters shall be determined by reference to the actual insurance policy documents issued or possessed by the insurers. In the event of error or misstatement in this Agreement or the matrix, the policies shall always prevail.

1. **Eligibility**: The Board shall provide the following insurance benefits for each eligible employee (i.e. assigned on an annual basis for work twenty or more hours each week).
2. **Group Term Life Insurance**: The Board shall provide \$40,000 group term life insurance paid by the Board; additional life insurance may be purchased by the employee, up to the maximum allowed by the carrier.
3. **Group Medical**: The Board shall provide the following insurance benefits for each member and eligible dependents for the period of July 1, 2016 through June 30, 2019:

An HSA (Health Savings Account) plan shall be the insurance plan. The HSA plan shall have the following components:

	In-Network	Out-of-Network
Annual Deductible (individual/aggregate family)	\$2,000/\$4,000	
Co-insurance	0% after deductible	20% after deductible up to co-insurance maximum
Co-insurance Maximum (individual/aggregate family)		\$4,000/\$6,850,6000 (effective July 1, 2017)
Cost Share Maximum (individual/aggregate family)	\$3000/6000	
Lifetime Maximum	Unlimited	\$1,000,000
Preventive Care	Deductible waived	N/A
Prescription Drug Coverage	MP4 Platform Treated as any other medical expense, Subject to deductible, once	20% coinsurance after deductible, subject to co-insurance limits

	deductible is met, then \$5/30/45 copay per prescription (Mail order \$10/\$60/\$90)	
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4. **Group Dental Coverage:** The Board shall provide the current Co-Pay Dental Plan and Dental Rider A, with deductibles of \$25 for individuals and \$50 per family or an alternate plan as the parties may mutually agree upon in writing.
5. **Premium Share:** The Board and the participating employee shall pay their respective shares of the applicable premium rate based on the level and type of coverage selected as follows:

	2019-20 Employee	2020-21 Employee	2021-22 Employee
HDHP/HSA	19.0%	19.0%	19.0%
Dental Plan	19.0%	19.0%	19.0%

6. **Section 125:** The Board shall make an IRC Section 125 premium conversion plan available to employees making such contributions.
7. **HSA Funding:** The Board will contribute 40% of the deductible amount in 2019-20, 2020-21 and 2021-. The Board's contribution toward the HSA deductible will be deposited into the HSA accounts in up to four installments, with at least one in September of each year and the last payment no later than March 31 of each year. The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed members. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.
8. **Waiver of Insurance Benefits:** Food Service Department employees eligible for benefits may elect to waive all individual coverage for the health and dental insurance, and/or the Life Insurance. Employees will receive a payment of \$500 for waiving the health and dental and \$471.50 for waiving health insurance only.

Payment made to employees waiving coverage will be made on a semi-annual basis prior to the first pay period in January and June. Notice of intent to elect the waiver must be filed by June 15 of the previous school year. The waiver shall remain in effect until the employee files a written request for reinstatement of insurance.

When there is a change in the employee's status (i.e., change in spouse's employment or benefit program), the waiver may be revoked by written notice. Upon receipt of revocation of the waiver, coverage by the health and dental

insurance carrier shall be subject to any regulations or policy restrictions, including waiting periods, which may then be in effect. Life Insurance coverage shall be subject to the underwriting provisions of the carrier to accept the application.

Depending upon the effective date of insurance reinstatement, an appropriate adjustment will be made in pro-rating the amount of the waiver.

9. Misc.: The Board of Education shall provide the Union with copies of insurance rate changes within 14 calendar days prior to beginning salary deductions.
10. Pension: For employees hired on or before June 30, 2016, the provision of an ordinance establishing a Pension Plan for Board of Education employees, enacted by vote of the special town meeting for the Town of Suffield on June 29, 1961, is made part of this Agreement, together with such amendment to said ordinance as may have been made during the term of this Agreement, which shall include the latest pension amendments.

Eligible employees hired on or after July 1, 2016, shall be permitted to participate in a Defined Contribution Plan, with a mandatory contribution of 5.25% from the employee and 5.25% employer annual contribution. The Board of Education will match any additional contribution by an employee up to an additional 1.75%, for a total Board of Education contribution not to exceed seven (7) percent.

In addition to the above, employees desiring to participate in tax sheltered annuity plans (403(b) plans) may have payments deducted from their paycheck after completing the necessary forms. All contracts are between the employee and the company of the employee's choice. A list of authorized companies is available from the Business Office. Payroll deduction authorization forms must be completed and returned to the Business Office.

11. The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) §49801 the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. Should any Federal statute or regulation pertaining to IRC §49801 be mandated to take effect in any contract year triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations in accordance with the Municipal Employees Relations Act. During such mid-term negotiations, the parties will reopen Article 9 (Insurance Benefits) of the contract for the purpose of addressing the impact of the excise tax. No other provision of the contract shall be reopened during such mid-term negotiations.

ARTICLE 10
HOLIDAYS

10.0 Subject to the provisions below, all bargaining unit employees who work twenty (20) or more hours per week will be granted leave with pay in observance of the following holidays:

Columbus Day	Martin Luther King Day
New Year's Day	Presidents' Day
Thanksgiving Day	Good Friday
Day after Thanksgiving	Memorial Day
Labor Day	Christmas Day

Part-time employees who work less than twenty (20) hours per week will have Christmas Day and Thanksgiving Day as paid holidays.

- 10.1 Employees assigned temporarily to a position or receiving additional hours on a temporary basis will be paid for holidays based on the temporary assignment. Any assignment of two weeks or more will be considered a temporary assignment. Assignments of less than two weeks will be considered substitute assignments.
- 10.2 A. When a specified holiday falls on a Saturday, the holiday leave shall be granted on the preceding day, Friday.
- B. When a specified holiday falls on Sunday, the holiday leave shall be granted on the following day, Monday.
- C. If a holiday is a day when school is in session, the parties shall agree upon a mutual alternate date for said holiday.
- 10.3 When a Food Service employee is required to work a holiday, the employee shall receive double (2x) times his/her hourly rate of pay, plus the holiday pay.
- 10.4 On any day where the Board of Education allows early release of any Board of Education unit due to inclement weather or other emergency situation, members of this bargaining unit shall also be excused at the same time with full pay providing the food service requirements are met.

ARTICLE 11
SICK LEAVE

- 11.0 A. Each full-time employee shall be granted eight (8) sick days per year. Such sick leave will be credited as of July 1 of each year.
- B. Each permanent part-time employee shall be granted five (5) sick days per year. Each new employee shall be credited with such sick leave on the July 1st following his or her date of hire, and on each July 1st thereafter.
- C. Each such absence must be supported by a physician's statement if the absence is three (3) or more days unless the illness or injury is of such nature that the Food Service Director waives the furnishing of a physician's statement.
- D. One day of sick leave shall be equal to the number of hours the employee is regularly scheduled to work per day at the time such leave is credited.
- E. Employees may use their accrued sick leave for the care of an employee's spouse, parents or children, and for such other purposes as provided by Public Act 11-52.
- F. Employees should notify the Food Service Director as soon as possible when they will be absent due to illness. An employee who starts work before 8:00 am and who is absent due to illness or injury shall notify the Food Service Director at least one half (1/2) an hour before the regular starting time of the workday. An employee who starts work after 8:00am and is absent due to illness or injury shall notify the Food Service Director at least two (2) hours before the regular start of the workday. Failure to do so could result in denial of sick leave for the period of absence.
- G. Employees may not use sick days when school is not in session, i.e. before the start of the school year or after the school year ends.

ARTICLE 12
WAGES

- 12.0 The wage schedule in Appendix A shall be in effect from July 1, 2019 through June 30, 2022.

All new employees will be placed on this wage schedule. Management reserves the right to place any new hire on the step commensurate with their experience.

Longevity: Longevity shall be paid to each eligible employee in a separate check with the second payroll of October each year, in accordance with the following schedule. To be eligible an employee must have had continuous service with the Suffield Food Service Department since June 30, 2003 or, before.

10 or more years with Suffield Food Service as of October 1 \$350.00
20 or more years with Suffield Food Service as of October 1 \$500.00

- 12.1 Substitutes for a Lead or Cook – When a member substitutes for a Lead for more than one hour they shall receive \$0.10 per hour less than the first step hourly wage of a a Lead. Substitutes for a Cook shall receive \$0.10 per hour less than the first step hourly wage for a Cook. However, to receive this pay, the employee must actually be doing the work of the absent position.

ARTICLE 13
WORKERS' COMPENSATION

- 13.0 Employees who are absent from work due to illness or accident for which they are entitled to compensation under the Workers' Compensation Act shall not be charged sick time other than the first three days as permitted under the Workers' Compensation Act. No sick time shall be charged in case of absences falling under Connecticut General Statutes Section 10-236a.
- 13.1 An employee who is entitled to compensation under the Workers' Compensation Act shall receive compensation from the Board of Education in an amount which, when added to Workers' Compensation payments received, shall provide him/her with compensation equal to his/her regular pay for a period not to exceed three (3) months.
- 13.2 Said amount shall be payable by the Board at the time Workers' Compensation benefits are paid. The Board shall, however, pay an employee his/her full compensation from the date an injury or illness commenced, provided that the employee involved shall make the Board whole by endorsing over to the Board any Workers' Compensation checks he/she receives for which he/she has already received the money, provided further that if it is eventually determined that the employee is not entitled to Workers' Compensation benefits, the employee shall

make the Board whole for all the monies received. Such advances by the Board shall not constitute an admission of the claim in any Worker Compensation proceeding or prejudice in any way the Board's or its agent's ability to contest any claim.

ARTICLE 14 LEAVE PROVISIONS

14.0 The Suffield Board of Education agrees medical leave shall be granted as required under the mandatory provisions of the Federal and State laws concerning Family and Medical Leave Act (FMLA).

14.1 Personal Leave

Every effort should be made to be at work each day. Personal business should be scheduled outside of work hours and work days whenever possible. However, the Board recognizes that this is not always possible.

All regular Food Service employees working twenty (20) hours or more shall be granted five (5) personal days per year, for the conduct of the following matters of personal concern that cannot be conducted during non-school hours, such as:

- a. absence required for legal matters;
- b. attendance at a graduation of a family member;
- c. marriage of an immediate family member (son, daughter, father, mother, brother, sister, grandchild or domestic partner);
- d. an emergency over which the unit member has no control;
- e. for Veteran's Day for a veteran scheduled to work on Veteran's Day;
- f. if required parental attendance at college orientation events or college visits than cannot be rescheduled.

A request for such leave shall be made in writing to the Superintendent or designee. Such leaves shall not be unreasonably denied.

A request for personal leave shall be made as far in advance as is practicable and, except for an emergency, shall be made at least forty-eight (48) hours prior to the date of the leave and shall state one of the listed above reasons for such leave. In the case of an emergency over which the employee has no control, the employee shall verbally notify the Director of Food Service, or designee, of the emergency during the specific day and complete a written request for personal leave within one (1) day of the employee's return to work.

14.2 Paid Bereavement Leave In the event of the death of an employee's spouse, father, mother, father-in-law, mother-in-law, sister, brother, child, stepchild, stepparent, stepsister, stepbrother, grandparents, grandchild, relative domiciled in household, or domestic partner, an employee may have time off starting on the date

of the death and continuing to the date of the funeral (not to exceed three days) without loss of regular pay.

14.3 Jury Leave Any employee called to jury duty shall be paid the difference between the employee's regular rate of pay and the fee received from serving as a juror. No employee shall receive more compensation than normally would have been received in a regular work week. An employee called to jury duty shall furnish the Board of Education with a notice to service in evidence of attendance. The Board of Education may request exclusion for any employee who received notification of jury duty. The Board's obligation for full pay shall be limited to six (6) weeks.

14.4 Union Leave

A. Two (2) members of the Union and the grievant may be designated to process grievances and be entitled to leave with pay for meetings with Management. Additionally, the President or designee shall be entitled to leave with pay for meetings with management.

1. When an arbitration hearing is scheduled before the State Board of Mediation and Arbitration in Wethersfield, CT, up to two members of the Union and the grievant shall be provided leave with pay for attendance at such hearing and for reasonable travel time (45 minutes from Suffield). Upon the written request of the Union, these unit members shall also be provided up to thirty minutes leave with pay for attendance at a meeting with Union representatives(s) prior to any such hearing.

B. Two (2) members of the Union may be granted leave of absence from duty to attend annual conventions, or other Union business, but said employee shall not be granted or entitled to reimbursement by the Board of Education for any expenses incurred in travel or otherwise. Such leave shall not exceed a total of forty (40) hours unpaid leave.

C. If the Board schedules contract negotiation sessions during the normal work day, employees shall be paid for time lost due to those contract negotiations.

14.5 Requests for approval of unpaid days during the work year shall be considered only in exceptional cases. The planned use of unpaid leave for the purpose of family vacations or extensions of time when school is not in session will not be considered. The Food Service Director shall inform the employee of his/her decision, in writing, as to whether the request has been approved. Should the employee be denied his/her request, he/she may appeal to the Business Manager, whose decision shall be final and not subject to the grievance process.

ARTICLE 15
UNIFORMS

- 15.0 All members of the bargaining unit shall dress appropriately and appear in a neat manner. Dress code shall be mutually agreed upon between the Food Service Director and the bargaining unit.
- 15.1 All employees will be supplied with five (5) shirts per school year, any combination of short or long sleeve. The shirts will be purchased by the Food Service Department. All parts of uniform including aprons will be maintained by the employee.

ARTICLE 16
GENERAL PROVISIONS

- 16.0 The Board of Education may subcontract, provided it first advises the Union of its intent to do so and negotiates with the Union over the effects of the decision to subcontract. The Board of Education agrees that if the Board decides to subcontract during the term of this Agreement, the subcontracting will not result in the reduction in force or hours of currently employed bargaining unit members.
- 16.1 During the term of this Agreement, the Board of Education shall furnish the Union with an up-to-date list of employees. When a new employee is hired, the Board of Education shall notify the Union and furnish the Union with the name, date of employment, classification and rate of pay of the new employee. When the employment of an employee terminates, the Board of Education shall notify the Union and furnish the name and date of termination of the employee, and the reason for termination.
- 16.2 The Board of Education shall provide a copy of this Agreement to each employee presently employed and to each new employee upon employment.
- 16.3 Should any article, section or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section or position thereof, directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof.
- 16.4 There shall be no alteration, variation, no amendment of the terms and conditions of this Agreement, unless made and agreed to in writing by both parties. Any agreement must be ratified by the Union membership.
- 16.5 If there is any previously adopted policy, rule or regulation of the Board of Education which is in conflict with any provision of the Agreement, said Agreement provision


shall prevail during the term of this Agreement.

- 16.6 When an employee is required to use his/her own motor vehicle to perform Board of Education business, or attend conferences at the direction of the Superintendent of Schools or his/her designee, he/she shall be reimbursed at the current IRS rate or if the Board of Education policy is higher, such higher rate shall apply. An employee seeking reimbursement shall submit the appropriate monthly travel report.
- 16.7 The Union's business representative shall be permitted to visit specific job sites where bargaining unit members are employed provided such visits are at normal business hours and do not interfere with the operation of the department or classroom activities. It is agreed that the Union business representative will report to the Food Services Director or in his/her absence, the Building Administrator, before talking to bargaining unit members.
- 16.8 The Board of Education shall provide bulletin board space for the Union located in each school for the posting of notices concerning the Union's business and activities.
- 16.9 Any employee who is required by the Board of Education or the Food Services Director to attend any training or conferences shall be reimbursed for the reasonable expenses associated with said training or conferences. All employees scheduled for 20 hours or more must maintain ServSafe certification. All class fees for this certification will be paid for by the Board.
- 16.10 When there is a new classification or extensive change in an existing job, the Board of Education shall establish appropriate pay rates for such new or changed classification. Any dispute that may arise as a result shall be resolved through negotiations.
- 16.11 Any work normally performed by bargaining unit employees shall be performed by bargaining unit employees, except on an emergency basis, which includes but is not limited to staff absences when substitutes are not available.
- 16.12 Every attempt will be made to use bargaining unit employees to perform bargaining unit work.
- 16.13 The Board of Education shall participate in payroll deductions for any required payroll taxes for residents of Massachusetts and Connecticut.
- 16.14 All food service employees are eligible to become members of the Tobacco Valley Teachers Federal Credit Union in Enfield, CT. As a member, an employee may have specified amounts deducted from their pay for direct deposit to the Credit Union. Additional member services, such as loans, are provided.
- 16.15 Each member of the bargaining unit will be given a copy of any Food Service Employee Handbook and updates as issued.

ARTICLE 17
DURATION

18.0 This Agreement shall become effective on execution, and shall remain in effect through June 30, 2022, and thereafter shall continue in effect from year to year except that it may be amended effective at the date of expiration by one party giving notice of its intention to amend the Agreement to the other party not later than one hundred and fifty (150) days prior to the expiration date.

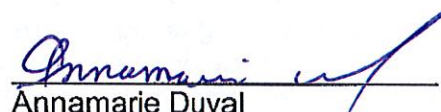
FOR THE BOARD OF EDUCATION



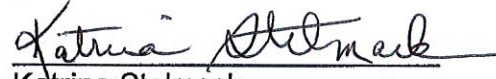
Susan Mercik Davis
Chair, Board of Education

9/9/19
Date

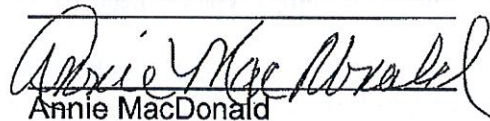
FOR THE UNION



Annamarie Duval
Co-President



Katrina Stelmack
Co-President



Annie MacDonald
UE Representative

9/9/19
Date

APPENDIX A
WAGE RATES

The hourly wage rates for each job classification for each year of the contract are listed below:

July 1, 2019 to June 30, 2020

	Step 1 (Less than 1 year)	Step 2 (1 year or more)
Lead Food Service Worker	X	\$17.14
Cook Food Service Worker	\$14.77	\$15.52
Food Service Worker	\$13.61	\$14.30
Sub/Admin Asst Food Service Worker	\$13.61	\$14.30

July 1, 2020 to June 30, 2021

	Step 1 (Less than 1 year)	Step 2 (1 year or more)
Lead Food Service Worker	X	\$17.48
Cook Food Service Worker	\$15.06	\$15.83
Food Service Worker	\$13.88	\$14.59
Sub/Admin Asst Food Service Worker	\$13.88	\$14.59

July 1, 2021 to June 30, 2022

	Step 1 (Less than 1 year)	Step 2 (1 year or more)
Lead Food Service Worker	X	\$17.83
Cook Food Service Worker	\$15.37	\$16.15
Food Service Worker	\$14.16	\$14.88
Sub/Admin Asst Food Service Worker	\$14.16	\$14.88

