AGREEMENT BETWEEN
REGIONAL SCHOOL DISTRICT NO. 14 Board of Education and
REGIONAL SCHOOL DISTRICT NO. 14 CAFETERIA WORKERS
AND TEAMSTERS' LOCAL UNION NO. 443
INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFERS, WAREHOUSEMEN AND HELPERS OF AMERICA

JULY 1, 2024 – JUNE 30, 2028

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REGIONAL SCHOOL DISTRICT #14

THIS AGREEMENT made and entered into between REGIONAL SCHOOL DISTRICT NO. 14 BOARD OF EDUCATION for the Towns of Bethlehem and Woodbury, Connecticut (referred to as the Employer) and Teamsters Local Union No. 443, an affiliate of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFERS WAREHOUSMEN AND HELPERS OF AMERICA (herein after referred to as the
"Union").

ARTICLE I
RECOGNITION

The Employer recognizes the Union as the exclusive representation of full time/part time Cafeteria Workers for the purpose of collective bargaining.

ARTICLE II
MANAGEMENT

SECTION 1

Except as specifically set forth in this Agreement, the management of the schools, the manning of the same and the direction of the working forces will vest solely in the Employer, including the right to hire, transfer, assign, reorganize, or discontinue any services, positions, functions, operations or programs in whole or in part, promote, retain, for proper cause to discipline or discharge, establish and maintain standards of quality, efficient operation and worker efficiency, to relieve employees from duties because of lack of work and to determine schedules of operations. If not specifically set forth in this Agreement, there shall be no abridgment or diminutives of any function, authority, right or responsibility of the Employer.

SECTION 2

The Employer reserves the right to promulgate from time-to-time reasonable rules and regulations governing the attendance of employees, their performance of work and their conduct on the job as well as all other reasonable rules and regulations which may be established.

ARTICLE III
UNION SECURITY

SECTION 1

All present employees who are members of the Union as of the effective date of this agreement may remain members of the Union in good standing by the payment of their regular monthly dues and administrative fees on or before the last day of each month. All employees hired after the effective date of this agreement and who work more than twenty (20) regular hours per week, may become and remain members in good standing of the Union by payment of the required initiation fees, administrative fees, and regular monthly dues of the local Union. Said initiation fees, administrative fees and monthly dues should be paid on the 31st day following the date of employment.

SECTION 2

Employer will deduct from the wages of all employees who have presented a signed check off card, regularly monthly dues and initiation fees of the Union and agrees to remit to said Union all such deductions. All deductions shall be made from the first (1st) pay each month. The Union agrees that it will save the Employer harmless from any damage incurred by reason of carrying out the provisions of this Agreement concerning the deduction of wages and remittance of same to the Union for initiation fees and dues. Dues shall be sent to the Union by the 20th of each month.

SECTION 3

Administrative dues – effective July 1, 2024, the Employer agrees to deduct the amount of five cents ($.05) per hour for each hour worked or paid, the maximum weekly deduction shall not exceed two dollars ($2.00) from the weekly pay of each employee who shall have authorized such deductions, in writing, as "Administrative Dues." Deductions shall be made from the net pay of each employee who is or who becomes a member of the Union within the scope of the bargaining unit and is covered by this Agreement, provided such employee has voluntarily authorized the Employer to do so, in writing, on an administrative dues form to be furnished to the Employer. Such authorization form, deduction, practices, and procedures enumerated in this Article shall be in compliance with the requirements of all Federal and State Laws and regulations regarding same, including section 302(c) of the Labor Management Relations Act, as amended.

SECTION 4

Effective July 1, 2024, the Employer agrees to deduct from the paychecks of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The Employer shall transmit to DRIVE national headquarters on a monthly basis, in one (1) check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from that employee's check.

ARTICLE IV
HOURS OF WORK AND OVERTIME

SECTION 1

Full time employees hired prior to June 30, 2008, are considered to be employees who work twenty (20) hours or more per week on a regular basis. Full time employees hired after June 30,2008 are considered to be employees who work thirty (30) hours or more per week on a regular basis. (Regular basis referring to the school year.) Part-time employees are employees who work under thirty (30) hours per week.

SECTION 2

Hours of work and schedules shall be determined by the Cafeteria Director.

SECTION 3

When any group utilizes the kitchen, a cafeteria department employee is required when any major equipment is to be used. Time and one-half (1 ½), or double time (2 times) for Sundays and holidays, of the Classification #3 pay schedule shall apply. Selection of the kitchen attendant shall be made by location and will be a minimum of four (4) hours of overtime. Such work shall be offered on a seniority basis, and a record shall be kept by the Cafeteria Director. Should a worker refuse extra work, then the Food manager may call other school food managers to see if cafeteria workers from their school would like the extra work. Should all refuse the extra work, then the Food manager shall assign personnel. If the Food manager is unable to assign the work, the Cafeteria Director shall assign such work.

ARTICLE V
STEWARD

SECTION 1
Union Steward shall be appointed by the Local Business Agent. The Union shall furnish the Employer with the name of its Steward and shall notify the Employer of any and all changes.

SECTION 2
The Union Steward shall have top seniority for layoff purposes only for as long as he or she remains Steward.

ARTICLE VI
PERSONAL TIME

SECTION 1
Employees will be able to use personal time up to 3 days annually for Teacher in Service days, April break or Winter break with a minimum of five (5) day notice.

ARTICLE VII
HOLIDAYS

SECTION 1
All employees shall be paid for the following holidays after 60 days of employment:

Labor Day (if school year begins prior to)	New Years' Day
Columbus Day	Martin Luther King Day
Veteran's Day	President's Day
Thanksgiving Day	Good Friday
Christmas Day	Memorial Day

Any holiday falling on a Saturday or Sunday, which is not generally celebrated on a Friday or Monday, but which is included within the contract, shall be taken at the employee's discretion with the approval of the school principal.

In order to be eligible for holiday pay, employees must work the last scheduled workday prior to and the next scheduled work day after such holiday, unless ill. Such illness is to be substantiated by a physician's certificate.

ARTICLE VIII
SENIORITY

SECTION 1
Seniority for employees governed by this Agreement shall be defined as the period of continuous employment with the employer, as a member of the bargaining unit.

SECTION 2
Seniority and skill(s) shall apply to all employees in order of their seniority to the work available.

SECTION 3
All qualifications being equal, in the opinion of the Employer, seniority shall prevail in any and all promotions for Unit Positions.

SECTION 4
All job vacancies shall be posted for three (3) working days and filled as soon as possible.

SECTION 5
Senior substitutes shall have preference for any unit position which is created or becomes vacant. However, seniority may not be the controlling factor if the Board can demonstrate the need for special skills and qualifications in a particular position or employee. If such a need arises the Board will discuss with the Union prior to implementation.

SECTION 6
Seniority shall apply:

A. To work opportunity in the event of layoffs or lack of work.
B. To recall to work after layoff.
However, seniority may not be the controlling factor if the Board can demonstrate the need for special skills and qualifications in a particular position or employee. If such a need arises the Board will discuss with the Union prior to implementation.

SECTION 7
Seniority shall be broken by:

A. Discharge.
B. Voluntary quit.
C. Unauthorized leave of absence without valid reasons.

ARTICLE IX
HEALTH AND WELFARE BENEFITS

SECTION 1

A. Subsequent to the first year of employment, all employees shall be allowed twelve (12) days sick leave per annum, accumulative to a maximum of one

hundred twenty-five days (125). It is understood that after three (3) consecutive days of absence, a doctor's certificate will be necessary to qualify for paid sick leave. The Board may require a doctor's note from any employee whose absences due to illness suggest a pattern which may be attributable to misuse of sick leave. The Board will reimburse the employee for any office co-pay that may be charged.

Employee misuse of sick leave is not permitted and constitutes cause for discipline, up to and including termination. In addition, the Board may require medical certification where otherwise permitted or required by law.

B. Six (6) days per year of the twelve (12) sick days may be used for personal reasons, provided a request is made to the Cafeteria Director forty-eight (48) hours in advance. When requesting, the employees shall provide a specific reason for said leave.

Personal leave shall only be used for necessary and unavoidable business that cannot otherwise be conducted outside of the workday and for which arrangements cannot be made outside the workday or on other than a workday because of reasons beyond the control of the employee. These days may not be used consecutively without the Superintendent's prior authorization or designee. Any decision by the Superintendent or designee to grant consecutive use of personal leave time will not be precedent setting. Personal leave is not to be scheduled on a workday before on a workday after a holiday, extended weekend, or vacation except in the most exigent circumstances as approved by the Superintendent or designee in his or her discretion.

C. A maximum of two (2) days shall be allowed for illness in the immediate family, which will be taken from the accumulation; and three (3) days bereavement. (The immediate family shall be grandmother, grandfather, mother, father, spouse, son daughter, brother, sister, grandchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or any other relative living with and dependent on the employee.)

D. Full-time employees hired prior to June 30, 2008 and after ten (10) years of service with Regional School District #14, each member of the unit shall be compensated for one-half (1/2) of his or her total accumulated sick leave when service to the Region has been completed. Employees hired after June 30, 2008 and after fifteen (15) years of service with Regional School District #14, each member of the unit shall be compensated for one quarter (1/4) of his or her total accumulated sick leave when service to the Region has been completed. If a member of the unit dies, his or her accumulated sick leave will be paid to his or her estate. If an employee is laid off due to discontinuation of the present Food

Service Program, his or her accumulated sick leave will be paid to him or her in the total accumulated amount. Employees hired by the Board (and or their estates) after the ratification of this Agreement (June 30, 2024) will be ineligible to receive this benefit.

SECTION 2

Cafeteria workers as described in "Article IV, Section 1" shall be eligible to be enrolled in the HDHP (H.S.A) $2,000/$4,000 plan with prescription drug post-deductible co-pay of $5/25/40. A copy of the health insurance plan is in the Human Resources office and is available for inspection. The premium co-pay for both Medical and Dental insurance shall be for 2024-2025 and 2025-2026 at 11% and for 2026-2027-2027-2028 11.5%.

Upon retirement from Regional School District #14 for employees hired prior to July 1, 2008, such coverage may continue on the Region's plan at the retiree's expense. If the present Food Service Program is discontinued, the COBRA rules will apply for continuation for health benefits.

SECTION 3

A. Group Life Insurance will be provided for full-time employees in the amount of five thousand ($5,000.00) dollars. Present employees on life insurance will be grandfathered.

SECTION 4

The Board may substitute insurance carriers for any other insurance carrier specifically named in the contract, so long as the insurance coverage is similar.

ARTICLE X
LEAVE OF ABSENCE

SECTION 1

Any full-time employee, with seniority rights, may be granted a leave of absence if agreed to by the Employer and Union, without loss of seniority rights. A leave of absence shall be understood to mean absence from work without pay. A leave requested by an employee and consented to by the employer and the Association will be for an agreed period of time, but in no instance will the leave be for more than one (1) year. If a leave of absence is granted for medical reasons for the employee or his/her immediate family, the Employer shall carry the insurance coverage during the employee's absence for not more than one (1) year. During the period of absence, the employee shall not engage in gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved.

ARTICLE XI
WAGE AND CLASSIFICATION RATES

SECTION 1

		+$1.00	+5.0%	+4.0%	+3.0%
Classification		2024-2025	2025-2026	2026-2027	2027-2028
1	(0-2 years)	$19.85	$20.84	$21.67	$22.32
2	3 + years	$20.67	$21.70	$22.57	$23.25
3	Lead Kitchen Worker	$22.67	$23.75	$24.66	$25.37

SECTION 2
New workers receive $1.00 per hour below Classification 1 for the first sixty (60) days of employment.
All new hires will receive all available benefits after successfully making their sixty (60) day working day probation.

SECTION 3
If an employee covers for a manager for more than three (3) days, the employee will be considered to be a "Lead Kitchen Worker" starting day four (4)

SECTION 4
In the event that the District decides to eliminate the Cafeteria Managers position and return to a District manager's position, the District will notify the Union thirty (30) days before the change is made. The District will also allow the two (2) employees affected by the District's decision to return to the bargaining unit.

SECTION 5
In addition, all employees will receive longevity payments, payable each year prior to January 1, according to the following schedule:

Years of Service	
After 5 years of service	$250.00
After 10 years of service	$350.00
After 15 years of service	$400.00
After 20 years of service	$425.00
After 25 years of service	$450.00
After 30 years if service	$475.00

ARTICLE XII
UNIFORM ALLOWANCE

SECTION 1
Uniform allowance of $200.00 per year for all employees after two (2) months of service; payable in the third (3rd) week of October of each school year.

ARTICLE XIV
JURY DUTY

SECTION 1

When an employee serves on a jury, whether in a State or Federal court, during days when he or she would otherwise be scheduled to work, the employee shall be paid by the Employer the difference between the employee's jury duty pay and the number of hours the employee's department operates, times the employee's hourly rate, if the employee is an hourly employee. Employees who are called to jury duty and spend four (4) hours or more at jury duty will not have to report to work their regular shift that day, and the compensation provided above will be adjusted accordingly.

ARTICLE XV
DISMISSAL AND SUSPENSION

SECTION 1

A regular non-probationary employee shall not be disciplined or discharged except for just cause. All notices with respect to disciplinary action, except verbal warnings, must be in writing to the employee with a copy to the business agent.

SECTION 2

If employee refuses work assignments, he or she may be suspended without pay for the remainder of the working day. It is understood that certain other offenses may result in suspension or discharge without pay depending upon the severity of the offense.

ARTICLE XVI
GRIEVANCE AND ARBITRATION PROCEDURE

A grievance is hereby defined to be any controversy, complaint, misunderstanding or dispute concerning the interpretation or application of any provisions of this Agreement. All grievances shall be presented not later than five (5) working days after the aggrieved knew of the existence of the grievance, and if not presented within such time shall be deemed to have been waived. The investigation, discussion, and settlement of grievances shall be done outside of working hours unless the Board and the Union representative agree that it is necessary to investigate, discuss or settle a particular grievance during working hours. The Board will cooperate in this respect and will make available its representative at mutually convenient times. No employee shall leave his or her workstation for the purpose of presenting or processing grievances without first obtaining the permission of his or her immediate supervisor.

Any grievance arising between the Employer and the Union or any employee represented by the Union, shall be settled in the following manner:

Step 1

The aggrieved employee or employees must present the grievance in writing to the steward and to the Employer, specifying the nature of his or her grievance and the section of the contract they claim to be violated. If a satisfactory adjustment is not affected with a representative of the Employer within six (6) working days, the steward and employee shall submit such written grievance to the Union's Business Representative.

Step 2

Within five (5) working days thereafter, the Business Representative shall than take the matter up with the Superintendent's designee or his designee with authority to act on such a grievance, and decision therein must be given to the Business Representative within five (5) working days. Any agreement settling the grievance shall be reduced to writing and signed by the parties. In the event the Business Representative shall be of the opinion that an employee's grievance is without merit, the Local Union shall not be required to process the matter any further and shall so inform the employee filing the grievance and the Employer. There shall be no liability imposed thereby upon the Union or the Employer.

Step 3

The procedures for Step 3 shall be identical to those indicated in Step 2, except that the grievance shall be presented to the Board of Education or its designee through the Superintendent's designee of Schools. The Board shall conduct a hearing and render a decision in similar form to that outlined in Step 2.

The aggrieved employee may, within ten (10) school days of notification of the disposition of his grievance under Step 3, proceed to Step 4, upon written notice to the Board.

Step 4

If Steps 1, 2 and 3 hereof have been complied with and a settlement of the grievance has not been effected, only the employer or the Union may process the grievance for arbitration by submitting it to the Connecticut Board of Mediation and Arbitration, with a copy to the other party. The Board shall hear the grievance under its rules and regulations, and its decision shall be final and binding upon the employer, the employee and the Union. Any expenses incurred for such a procedure shall be shared equally by the Union and the Board of Education.

The arbitrator shall hear and decide only one grievance in each case. The arbitrator or arbitration panel shall have no power in any matter to make an award which amends, adds to, subtracts from, contravenes, or eliminates any provision of this Agreement.

ARTICLE XVII
MISCELLANEOUS

SECTION 1
An employee will be paid an additional half (1/2) an hour travel time for out-of-town training.

SECTION 2
Employees will be guaranteed minimum one (1) hour pay if employee arrives at work before the Board of Education has closed school due to inclement weather.

SECTION 3
Board of Education would pay employee for ServSafe Food Exams up to two (2) times.

ARTICLE XVIII
DURATION AND TERMINATION

THIS AGREEMENT shall take effect on, and all changes with respect to wages and conditions shall be effective July 1, 2024, and shall remain in full force and effect through June 30, 2028.

Regional School District #14
Board of Education

BY _____

10-3-24
DATE

Teamsters Local 443
for the Union - Secretary/Treasurer

_____
Salvatore J. Abate
Principal Executive Officer

9-17-24
DATE