

COLLECTIVE BARGAINING AGREEMENT

By and Between

Windsor Locks Board of Education

and the



UNITED PUBLIC SERVICE EMPLOYEES UNION

Food Service Employees

Local 424 — Unit 26

July 1, 2023 – June 30, 2026

<u>ARTICLE</u>	<u>TITLE</u>	<u>TABLE OF CONTENTS PAGE</u>
(Updated Accordingly in Final Agreement)		
ARTICLE 1	RECOGNITION.....	1
ARTICLE 2	NON-DISCRIMINATION.....	1
ARTICLE 3	MANAGEMENT RIGHTS.....	1
ARTICLE 4	UNION MEMBERSHIP/SECURITY.....	2
ARTICLE 5	SENIORITY, LAYOFF AND RECALL	3
ARTICLE 6	DISCIPLINE AND PERSONNEL FILE	5
ARTICLE 7	GRIEVANCE PROCEDURE.....	5
ARTICLE 8	HOURS OF WORK AND OVERTIME	6
ARTICLE 9	BULLETIN BOARDS.....	8
ARTICLE 10	SICK LEAVE	8
ARTICLE 11	HOLIDAYS.....	8
ARTICLE 12	OTHER LEAVES.....	9
ARTICLE 13	WAGES	11
ARTICLE 14	RETIREMENT: SUPPLEMENTAL SERVICE	11
ARTICLE 15	HEALTH INSURANCE	11
ARTICLE 16	LIFE INSURANCE	11
ARTICLE 17	ACCESS TO PREMISES.....	12
ARTICLE 18	NO STRIKE.....	12
ARTICLE 19	GENERAL PROVISIONS	12
ARTICLE 20	SUB-CONTRACTING.....	14
ARTICLE 21	DURATION	15
	APPENDIX A WAGES AND CLASSIFICATIONS	

ARTICLE 1 **RECOGNITION**

- A. The Windsor Locks Board of Education (the "Board") recognizes the United Public Service Employees Union, Local 424, Unit 26 (the "Union") under Section 7-467 et seq. of the Connecticut General Statutes, as amended, as the sole and exclusive bargaining agent for the purpose of collective bargaining on matters of wages, hours, and other conditions of employment for all food service employees, excluding employees who work seasonal, temporary employees who work less than one hundred twenty (120) days per year, substitutes and supervisors within the meaning of the Municipal Employee Relations Act and all other employees of the Windsor Locks Board of Education.
- B. The Board shall maintain a job description for Food Service Employees and shall discuss any proposed modifications to the job description with the Union in advance of the adoption of any such modification.

ARTICLE 2 **NON-DISCRIMINATION**

The Board and the Union shall continue their practice of non-discrimination with respect to race, religion, sex, age, national origin, marital status, disability, or membership in or participation in the activities of any employee organization.

ARTICLE 3 **MANAGEMENT RIGHTS**

- A. It is recognized that the Board retains and will continue to retain, whether exercised or not, the sole and unquestionable right, responsibility and prerogative to direct the operation of the Windsor Locks Public Schools in all its aspects including, but not limited to, the acquisition, control, and regulation of all property, the employment and supervision of all employees and the organization and administration of the program of the Windsor Locks Public Schools.
- B. The above rights, responsibilities and prerogatives are inherent in the Board of Education and the Superintendent by virtue of statutory and charter provisions and are not subject to delegation in whole or in part, except as such authority may be specifically delegated, by contract or otherwise, to Board employees or other authorized personnel. Such rights may not be subject to review or determination in any grievance or arbitration proceeding, but the manner of exercise of such rights may be subject to the grievance procedure described in this Agreement.

ARTICLE 4 **UNION MEMBERSHIP/SECURITY**

- A. Every employee covered by this Agreement has the right to choose, free of interference, restraint, or coercion to join the Union as a full member subject to all rights and duties accorded members, and pay dues charged by the Union;
- B. In the event that deductions for agency fees becomes permissible in the future pursuant to applicable law, the Board agrees that it shall deduct the designated agency fee amount provided in writing to the Board by the Union, for those members who opt out of joining the Union.
- C. The Board agrees to deduct from the wages of all employees covered herein who authorizes such Union dues in writing as may be fixed by the Union and allowed by statute. The Board will remit to the Union, amounts collected once each month, together with a list of employees from whose wages these sums have been deducted. Such dues deductions shall continue for the duration of this Agreement and any extension thereof. The Union agrees that it will save the Board harmless from any claim for damages or liability including counsel fees and costs incurred by a reason of carrying out the provisions of this Article.
- D. The Employer shall provide the UPSEU Labor Relations Representation in writing via email within ten (10) days the following information as it relates to new hires: (1) first & last name; (2) work location/department; (3) pay rate (4) work phone number; (5) work email address; and (6) home address.

The Union shall be provided an opportunity to meet with new employees during the course of any employment orientation program for new employees.

ARTICLE 5 **SENIORITY, LAYOFF AND RECALL**

- A. For the purpose of this Agreement, seniority is defined as the total continuous length of service within the Windsor Locks food service operation. Additional seniority shall not accrue during unpaid leaves of absence or layoff up to two years, but accrued seniority will not be lost by the employee because of such leave.
- B. A seniority list shall be furnished to the Union annually on or about October 1 of each year, and unless mistakes are brought to the attention of the Superintendent of Schools, or designee within thirty (30) working days the list shall be considered to be conclusively correct.
- C. New employees shall be considered probationary during their first ninety (90) school days employment. Probationary employees shall have a sixty (60) day written performance review with the Director of Food Service, who shall notify them of their progress. During the probationary period such employees shall not be eligible for any benefits and shall not attain seniority rights under this Agreement and shall be subject to discharge by the Board, without recourse to the Grievance Procedure. At the successful completion of the probationary period, seniority shall be retroactive to the commencement of employment. All employees shall receive annual written performance evaluations.
- D. If vacancies occur within the unit, the Board shall post the vacancy for one (1) week and notify

the Unit President and Union Representative of such posting. Applicants within the bargaining unit shall be given first consideration for such vacancy in order of seniority, if qualified. The Board retains the right to fill positions from outside the unit and the system if no qualified employee from within applies.

E. In the event there is a reduction in the number of employees or work hours the Board shall notify the Union Representative, and the employee with the least seniority within the classification in which the reduction takes place shall be displaced. An employee who receives such notice may elect to bump into a lower job classification provided that the employee has more seniority than the least senior employee in the lower classification. The Board shall notify the least senior employee affected and the Union at least fourteen (14) calendar days before the effective date of the layoff or whenever possible. An employee who receives such notice may elect to bump into a lower job classification provided that the employee has more seniority than the least senior employee in the lower classification. The order of layoff shall be as follows:

1. Temporary employees first.
2. Part-time before full-time employees.
3. Full-time employees.

F. Employees who are laid off or bumped under this Article shall have recall rights as follows:

1. At the time of layoff, affected employees will be put on the recall list.
2. Employees shall have recall rights to return to their former job title for a period of twenty four (24) months in the case of a layoff, or twenty-four (24) months in the case of a bump in job classification.
1. No person shall be newly employed until all qualified persons on the recall list have been notified by email and certified mail at the last email and home address provided to the Board, and such persons either are offered reemployment, or declined such reemployment offer. An employee on the recall list who declines an offer of reemployment shall forfeit recall rights. Failure to respond in writing to a notice of an opening within seven (7) calendar days from mailing the recall offer shall be deemed a refusal to accept reemployment.

If an employee is recalled to a position in a lower classification, the employee shall retain his/her right to recall to the original position for the balance of the twenty-four (24) months. No employee may earn a promotion or increase in pay grade as a result of a bump or recall.

ARTICLE 6 **DISCIPLINE AND PERSONNEL FILE**

A. No employee shall be disciplined, except for just cause. Where appropriate, the Board shall follow the principle of progressive discipline. Disciplinary action normally shall follow in this

order:

- a. Verbal warning;
- b. Written warning;
- c. Suspension without pay;
- d. Discharge.

- B All warnings, suspensions and discharges must be in writing with reason given, and a copy of the warning, suspension or discharge shall be given or mailed to the employee and the Union within two (2) days of the suspension or discharge.
- C Employees shall have the right to see and review and receive one free copy of their personnel file at least twice a year by prior appointment with the Superintendent or designee's office. Employees may request that the Board correct or amend material in the file. Employees shall have the right to respond in writing to all items in their personnel file. Such responses shall be made part of the file.
- D Each employee will be given copies of any formal evaluation reports placed in the employee's personnel file.
- E An employee shall have the right to petition the Superintendent or designee for removal of a written warning or record of an oral warning from his/her personnel file after one year, provided there has been no other discipline within the year. Any removal or destruction of a warning is subject to approval of the State Public Records Administrator.

ARTICLE 7 **GRIEVANCE PROCEDURE**

- A A grievance shall be defined as a complaint of a misapplication or misinterpretation of a specific section of this Agreement.

- B Grievance Procedure

- 1. Step One

Within fourteen (14) calendar days of the date the grievant knew or reasonably should have known of the event or occurrence which gives rise to the grievance, that employee or the Union must present a written statement of the grievance to the Director of Food Service or the grievance shall be deemed waived. The matter may be discussed with the grievant and a Union Representative, if requested. A written decision shall be given to the employee and the Union within ten (10) days of receipt of the grievance.

- 2. Step Two

If the grievant or the Union is not satisfied with the disposition of the grievance at Step One,

the written grievance shall be presented to the Superintendent or his/her designee, within ten (10) calendar days of receipt of the decision at Step One. The grievance shall be considered by the Superintendent or his/her designee who shall meet with the grievant and a Union Representative, if requested, and other interested parties within ten (10) calendar days of its receipt. The Superintendent or his/her designee shall render a written decision within ten (10) calendar days of the close of the hearing.

C. Arbitration

Should the Union be dissatisfied with the answer of the Superintendent, within twenty (20) calendar days of receipt of the Superintendent's decision it shall notify the Superintendent in writing of its desire to proceed to arbitration and submit such grievance to arbitration. Any grievance submitted to arbitration shall be referred to the Connecticut State Board of Mediation and Arbitration, or, by mutual agreement, to the American Arbitration Association.

Only the Union and not any individual employee may proceed to arbitration. In any arbitration proceeding, the arbitrator shall hear and decide only one grievance unless the parties mutually agree to present more than one grievance. The arbitrator shall comply with all terms of this Agreement and shall have no power to add to, subtract from, or in any way modify the terms and provisions of this Agreement. The arbitrator's decision shall be final and binding upon the Board, the Union and the grievant.

- D. Under these circumstances, work shall continue in a regular and orderly manner without interruption, pending a decision.
- E. Either party may request the services of a State Mediator prior to arbitration of a grievance.
- F. The Union shall have the same rights to process a grievance as an individual employee.
- G. The parties may mutually agree to use the expedited arbitration proceedings of the Connecticut State Board of Mediation and Arbitration.
- H. Failure by the Union or the grievant to adhere to the time limits in this Article shall result in acceptance of the decision at the preceding level. Failure by the Board or its representative to respond at any step shall be deemed to be a denial of the grievance on the last day for response, and shall permit the grievant or the Union to proceed to the next step.

ARTICLE 8
HOURS OF WORK AND OVERTIME

- A. Employees of the bargaining unit shall have a regular work week of Monday through Friday as scheduled by the Board. Changes in hours assigned may be made after consultation with the Union.

B. Any work in excess of eight (8) continuous hours in any day or for non-Board of Education functions, whether or not eight (8) continuous hours have been worked, shall be paid at time and one-half (1-1/2) the regular rate of pay.

All work performed on Saturday shall be paid at time and one-half (x1 - 1/2) the regular rate.

All work performed on Sunday shall be paid at double (x2) the regular rate.

C. Any employee requested to work Saturday or Sunday shall receive a minimum of three (3) hours pay at the appropriate premium rate of pay.

D. If an employee is required by the Board of Education to return after leaving the workplace and completing his/her regular work hours, he/she shall be compensated at the rate of time and one-half (1-1/2) the regular rate of pay for all hours worked with a guaranteed minimum of three (3) hours.

E. Employees shall work their regularly scheduled days before and after the holiday in order to receive holiday pay unless they use a personal day. Sick leave may be taken but the Board reserves the right to verify said sick leave occurring before or after a holiday if there is an abuse of such sick leave.

F. All overtime and catering will be posted for two (2) weeks prior to the date of said overtime or catering and offered to the employees in the order of seniority. If an overtime event or catering is requested with less than two (2) weeks' notice, the Director of Food Service will post the job as soon as possible and all overtime or catering-will be offered according to this section. A minimum of two (2) weeks notification will be provided to employees for all catering events irrespective of whether it generates an overtime event or not.-Kitchen managers shall receive notice of any catering requests at the same time as the Food Service Director.

The Director of Food Service will follow down the seniority list of each school kitchen where the overtime or catering is being requested, beginning with the most senior member, until an employee from that kitchen accepts the assignment. At least one employee working overtime must be serve-safe certified. If all employees of a specific kitchen refuse the overtime or catering request, then the request will be offered to all members of the bargaining unit starting with the most senior member.

Each employee offered the overtime will have the right to refuse the overtime, in which case they will be placed at the end of the list; both the kitchen Overtime List and the Unit Overtime Catering List. Each employee who accepts the request will also be placed at the end of the list, both the kitchen and unit list, after they complete the request accordingly.

The Director of Food Service will maintain an "Overtime catering-List" which will be kept accurate for each school kitchen and for the entire unit. The "Overtime Catering List" will be posted for all employees to review and updated as applicable. Any discrepancies with overtime shall be discussed with the Unit President.

In the event that a catering event occurs during the course of the regular workday, food service

workers in such school who perform such work, (as designated by kitchen managers, dependent on need(s) of the event) shall be paid a stipend of twenty-five (\$25) dollars per day in addition to their regular earnings.

G. The work-year shall follow the academic calendar plus at least two (2) additional days for the purposes of cleaning/organizing kitchens prior to the start of school and/or immediately following the last day of the school year.

ARTICLE 9 **BULLETIN BOARDS**

A. The Employer agrees to provide bulletin board space, which may be used by the Union for the following notices:

1. Notices of Union meetings.
2. Notices of Union Elections and the results where they pertain to the employees.
3. Notices of Union recreational and social events.

B. A copy of said notices shall be furnished to the Superintendent in advance.

ARTICLE 10 **SICK LEAVE**

A. New employees shall earn sick leave credits for personal illness, which necessitates absence from work at the rate of one (1) sick leave day per month, for the initial full year of hire, up to a maximum of ten (10) sick leave days. Employees who have been employed for a full calendar year of service shall be entitled to twelve (12) days sick leave per year, commencing on the first day of work for the bargaining unit, which necessitates absence from work. The Board may require a doctor's verification.

Unused sick leave shall be accumulated from year to year up to a maximum of one hundred (100) days.

B. Up to five (5) earned days sick leave may be used each school year if an employee must attend to a member of his/her immediate family due to the family member's illness. For the purpose of this Section, immediate family shall include only a spouse, child, parent of the employee or a person who is domiciled in the employee's household.

C. Employees who have accumulated ten (10) years of seniority are entitled to sell back sick leave days at a rate equal to forty (\$40.00) dollars for each sick leave day upon separation from service, as long as separation is not for cause. For the purposes of this provision, separation from service is for cause where the employee is discharged in accordance with Article 6. A separation is not

for cause under this provision where separation is a result of the employee's resignation, retirement, or layoff in accordance with Article 5.

- D. Sick time may be used in one (1) hour increments.
- E. Sick days may be used in the event schools are closed due to inclement weather, student remote learning days, or other unforeseen emergencies, subject to the required number of employees to fulfill the school's obligations.

ARTICLE 11 **HOLIDAYS**

All members of the bargaining unit shall receive their regular day's pay for the following holidays:

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

Employees who work any of the above-referenced holidays shall receive double (x2) time their regular work rate in addition to any holiday pay to which they may be entitled.

ARTICLE 12

OTHER LEAVES

A. Maternity Leave/FMLA Leave

Upon application at least thirty (30) days prior to the anticipated commencement of such leave (except in cases of adoption, where such notice shall be given as soon as is reasonably possible), an employee shall be granted a leave of absence without pay or benefits for the purpose of childrearing following childbirth or adoption or other parenthood responsibilities consistent with applicable State and Federal statutory judicial requirements, subject to the following rules:

1. When childbirth or adoption occurs on or after February first of a school year, the employee shall be granted parenthood leave for the remainder of the school year and the next year ensuing, if so requested. Failure to apply by February 1 for reinstatement in the system during the ensuing year shall be considered a resignation and will be so treated.
2. When childbirth or adoption occurs before February first of a school year, the employee shall be granted parenthood leave for the remainder of the school year, if so requested, but not for

the next year ensuing.

3. Experience on the salary schedule shall be granted to such employee who works more than half the school year (i.e., work ninety-three (93) or more days).
4. Family Leave shall be granted by the Board of Education to eligible employees consistent with Federal laws.

B. Funeral Leave

The employee shall receive four (4) days off with pay in the event of a death in his/her immediate family. Immediate family shall include: wife, husband, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law or any other person domiciled in his/her home. The employee shall receive three (3) days off with pay in the event of the death of his/her grandmother, grandfather, grandchild, in-laws, aunt, uncle, niece, nephew, or cousin. Such leave shall not be subtracted from sick leave.

C. Personal Leave

Employees shall be entitled to the following leaves of absence with full pay for up to five (5) days per year for one or more of the following reasons:

1. Legal demands which cannot be scheduled outside the workday.
2. Marriage (self, children, parents, siblings).
3. For other personal business which cannot be conducted at other than scheduled work time.
4. Attending funeral services not covered by Section B.
5. Confidential reason

D. Jury Duty

A cafeteria worker who is called to jury duty shall promptly notify the Director of Food Service so that he/she may aid the worker in trying to be excused while school is in session. If the worker cannot be excused, leave shall be granted. This leave shall not be deducted from sick leave or personal days. The staff member shall be compensated for such jury duty leave according to the Connecticut General Statutes.

E. Union Leave

Not more than three (3) bargaining unit members shall be granted leave without loss of pay for attending grievance or arbitration hearings when such hearings are scheduled during the employee's scheduled work hours.

Upon 48 hours prior written notice, Union Officers shall be allowed to five (5) days leave with pay in order to conduct Union business. Two (2) of the five (5) days leave may be used to attend training seminars and will be with pay.

F. Unpaid Leave

An employee may request an unpaid leave of absence for good cause, for a maximum of one (1) school year. Upon receipt of written request from employee, together with whatever supporting documentation that maybe requested, the granting or denial of the leave shall be within the Board's discretion. During the period of such leave, no seniority or other benefits shall accrue to the employee. Upon reinstatement, the employee's seniority prior to the date of leave shall be restored and bridged.

ARTICLE 13
WAGES

- A. Wages shall be in accordance with Appendix A.
- B. Step 1 shall be for the first 90 calendar days of employment that fall within the school year.
- C. Step 2 shall commence from 91 calendar days within a school year until the end of the same school year.
- D. Step 3 shall commence at the beginning of the second school year of employment, providing the employee has completed at least 90 calendar days of employment in the prior school year. The employee shall remain at this step.

ARTICLE 14
RETIREMENT: SUPPLEMENTAL SERVICE

- A. Food Service employees planning to retire who submit a letter of resignation to the Board, shall receive during their retirement year (last year of employment) a one-time supplemental service benefit of one-thousand five hundred (\$1,500) dollars. The following comprises eligibility:
 - 1. Twenty (20) or more years' service in Windsor Locks
- B. Application for the above retirement supplemental service benefit shall be made by October 1 of the retirement year (last year of employment) in Windsor Locks and shall be irrevocable. However, in the event of an unforeseen extreme emergency situation, such resignation may be withdrawn by mutual agreement between the employee and the Superintendent.

ARTICLE 15 **HEALTH INSURANCE**

Members of the bargaining unit who work thirty (30) hours or more shall be eligible to participate in the group medical insurance plan(s) provided by the Board.

The Board of Education shall provide to the eligible Food Service employees taking health insurance the per paycheck amount of the premium cost share for the next school year before the last day of the current school year.

Section 1. The Board shall provide the following insurance benefits for each eligible employee, subject to the rules of the carrier. The participating employee shall pay his/her respective shares of the applicable cost based on the level and type of coverage selected as follows:

Cost share:

2023 – 2024	Employee	Employee +1	Family
Lumenos HDHP	19%	19%	19%
Dental Plan	15% Emp. 25% Emp. + 1 25% Fam.	15% Emp. 25% Emp. + 1 25% Fam.	15% Emp. 25% Emp. + 1 25% Fam.

2024 – 2025	Employee	Employee +1	Family
Lumenos HDHP	19%	19%	19%
Dental Plan	15% Emp. 25% Emp. + 1 25% Fam.	15% Emp. 25% Emp. + 1 25% Fam.	15% Emp. 25% Emp. + 1 25% Fam.

2025 – 2026	Employee	Employee +1	Family
Lumenos HDHP	20%	20%	20%
Dental Plan	15% Emp. 25% Emp. + 1 25% Fam.	25% Emp. 25% Emp. + 1 25% Fam.	25% Emp. 25% Emp. + 1 25% Fam.

Lumenos High Deductible Plan:

a. A high deductible plan with a health savings account feature as described in Appendix C with the following deductibles:

Annual deductibles: \$1,500 single; \$3,000 two person or family; funded 50% by the Board.

b. Out-of-pocket maximums:

In Network - \$1,500 single; \$3,000 two person or family

Out-of-Network - \$3,000 single; \$6,000 two person or family

The board will deposit an amount equal to 50% of the deductible into each eligible Food Service employee's health savings account on the date of the first payroll of the school year.

Section 2. Dental Insurance

Irrespective of the Plan chosen by each employee, the Blue Cross full service dental plan including "Rider A" (caps and crowns) shall be made available to Para Educators. The Board shall pay eighty-five percent (85%) of the premium for individual coverage and seventy-five percent (75%) of the premium for dependent or family coverage.

Section 3. Enrollment Forms

The Board will furnish all forms necessary for insurance coverage to all employees well in advance of enrollment dates. Failure to fill out forms will render the employee ineligible for benefits.

ARTICLE 16 **LIFE INSURANCE**

Each employee shall receive term life insurance coverage in the amount of \$10,000 except for those employees who work twenty (20) hours or more per week who shall receive a term life insurance policy in the amount of \$30,000.

ARTICLE 17 **ACCESS TO PREMISES**

The Union representative or authorized officer shall be permitted to confer with the employees on the premises of the Board. However, conferences shall not interfere with the normal operation of the schools. The Union Representative shall report first to the office before seeing the employees.

ARTICLE 18 **NO STRIKE**

During the life of this Agreement, there shall be no lockouts on the part of the Employer, and the Union

will not sanction or authorize any concerted job action, including strike, stoppage, or other interruption of work.

ARTICLE 19 **GENERAL PROVISIONS**

- A. If an Article or Section of the Agreement is declared invalid by a court or agency of competent jurisdiction, said invalidity shall not affect the balance of this Agreement.
- B. There shall be no amendment of the terms and conditions of this Agreement, unless made and agreed to in writing and ratified by both parties.
- C. If there is any previously adopted policy, rule, practice or regulation of the Board which is in conflict with any provision of the Agreement, said Agreement provision shall prevail during the term of this Agreement.
- D. When the administration requires an employee to use his/her own motor vehicle to perform Board business, he/she shall be reimbursed on the basis of the current IRS rate per mile traveled.
- E. If the Administration requires an employee to attend any training or conferences, such employee shall be reimbursed reasonable expenses associated with said training or conferences, as approved in writing in advance.
- F. No employee shall be required to work in a school building alone.
- G. The Board shall provide copies of the contract to all employees in the bargaining unit and to each new employee at the time of initial employment.
- H. The Union may use designated areas in the school building for Union meetings before or after the close of school, provided there is no interference with school activities. The use of such designated areas shall be arranged with the Principal in advance. All requests for building use shall conform to School Board Rules and Regulations, provided there shall be no cost to the Union.
- I. All job postings shall be sent to the local steward if such posting occurs during vacation periods or summer months when school is not in session.
- J. The Board agrees to deduct from the wages of an employee each pay period an amount designated by the employee in writing on a form supplied by the Credit Union, and to remit said deduction to the Credit Union office.
- K. The Union President shall be notified of all new hires and their assignment.
- L. **Performing Work in a Higher Classification**

Employees assigned to work in a higher classification shall be paid that higher classification rate or in accordance with the following schedule, whichever is higher:

Employees shall receive this differential pay after working at least one (1) hour in the higher classification. Once one (1) hour has been completed, pay shall be retroactive to the initial assignment of the work. The higher rate of pay shall be granted only for those hours of work performed in the higher classification.

The Board of Education recognizes that work in a higher classification is a voluntary assignment; any employee may refuse such request.

- M. The Board of Education shall pay the fees for American School Food Service Association (ASFSA) and Connecticut School Food Service Association (CSFSA) membership for cook managers and certification renewals for all unit members.
- N. Members of the bargaining unit shall have preference for any additional hours of work outside their regular working hours before temporary or substitute workers are offered such work when it is reasonably possible to do so. This section shall not apply to non-Board of Education functions.
- O. Employees shall be paid for hours worked on days schools are canceled or closed early. If an employee is at work and school closes, they will be paid a minimum of three (3) hours pay.
- P. Any employee required by the Board to attend training sessions shall have all expenses, fees and costs paid for by the Board.
- Q. The Board shall have the right to require that any employee undergo a background check pursuant to Public Act No. 93-328 as amended by Public Act No. 94-221, but at Board expense, with the exception of fingerprints during pre-employment of employee. The Board agrees to maintain the report resulting from any such background check in a file separate from the employees personnel file. If an employee has been employed by the Board for more than two (2) years, information obtained in the background check shall not be cause for discipline or discharge unless the employee falsified his/her employment application and the false or omitted information is substantive and material to his/her employment with the Board. This shall not limit the Board of Education from investigating claims made against an employee and/or disciplining said employee based on said investigation and its findings. As afforded in this contract, the employee shall have the right to grieve any discipline.
- R. The Board of Education shall continue its practice of allowing employee participation in a "Tax Shelter Annuity Plan."
- S. The Board of Education shall establish and supply uniforms to members of the bargaining unit. Members shall be required to wear, and launder said uniforms. The Board shall furnish five (5) shirts, one (1) visor hat, two (2) logo aprons and five (5) pairs of uniform pants to each bargaining unit member. The Food Service Director shall expeditiously replace worn and/or ill-fitting uniforms when they are brought to his/her attention. Requests to replace worn and/or ill-fitting

uniforms shall not be unreasonably denied.

The employees, with the approval of the Food Service Director, may receive a uniform subsidy for pants, upon documentation of cost, up to thirty dollars (\$30) per pair of pants, in lieu of the Board of Education provision of uniform pants, provided the Food Service Director approves the style and purchase in advance.

The Board agrees to discuss any uniform selection with the Union, prior to purchasing said uniforms, and further agrees to consider all recommendations made by the Union concerning uniforms.

ARTICLE 20 **SUB-CONTRACTING**

- A. The Board of Education agrees that it will not sub-contracting work of the Food Service employees unit. For the purposes of this agreement, sub-contracting shall be defined as where the Board of Education hires non-bargaining unit individuals as employees or independent contractors for the purpose of performing bargaining unit duties.
- B. This section shall not apply to non-Board of Education functions. If there is a non-Board of Education function, a minimum of one (1) SERV Safe-certified bargaining unit member must attend the kitchen during said function to supervise individuals using school equipment. This shall be subject to the overtime rules established in Article VIII Section E.

ARTICLE 21 **DURATION**

- A. This Agreement constitutes the full and complete agreement between the Board and the Union on all issues. Each party has been fully represented and had adequate opportunity to make proposals and counter proposals and neither party shall be required to negotiate any issue, whether it is contained or not contained herein, except as provided in paragraph C below.
- B. This Agreement shall be binding upon the Board and the Union from the date of signing and shall continue in full force and effect through June 30, 2023, when it shall expire. provided that if neither party gives the notice set forth in paragraph C below, this Agreement shall automatically renew itself for additional periods of one (1) year and each and all provisions shall remain in effect with the same force as during the original term thereof.
- C. If either the Board or the Union desires to meet for the purpose of negotiating changes or modifications in the provisions of this Agreement, that party shall give written notice of such desire to the other by certified or registered mail not more than one hundred fifty (150) nor less than one hundred twenty (120) days prior to the expiration hereof.

D. In Witness Whereof, we affixed our signatures this 22nd day of December, 2023
FOR THE BOARD FOR UPSEU

Jeff Christensen
BOARD CHAIR

Kevin E. Boyle, Jr.
UPSEU President

Julie L. Sennik
Unit 26 Co- President

Hembrey Karchbeil
Unit 26 Co-President

Appendix A Wages and Classifications

3% YEAR 1 Retroactively			
	Jan - 90 DAYS	91 DAYS – YR END	NEXT SCHOOL YEAR
Classification	Step1	Step2	Step3
Cook Manager, High School, Middle School	\$21.12	\$21.85	\$22.29
Cook Manager, North School, South School	\$19.80	\$20.54	\$20.93
Head Cashier/Ala Carte Middle School	\$17.72	\$18.18	\$18.65
Head Cashier/Ala Carte High School	\$17.57	\$18.03	\$18.65
Second Cook, High School	\$18.62	\$19.21	\$19.73
Second Cook, Middle School	\$18.85	\$19.08	\$19.73
Second Cook, North School, South School	\$16.29	\$16.78	\$17.97
General Worker	\$15.34	\$15.82	\$16.84

3%
YEAR 2

	Jan - 90 DAYS	91 DAYS – YR END	NEXT SCHOOL YEAR
Classification	Step1	Step2	Step3
Cook Manager, High School, Middle School	\$21.75	\$22.50	\$22.96
Cook Manager, North School, South School	\$20.39	\$21.15	\$21.56
Head Cashier/Ala Carte Middle School	\$18.25	\$18.72	\$19.21
Head Cashier/Ala Carte High School	\$18.10	\$18.57	\$19.21
Second Cook, High School	\$19.18	\$19.79	\$20.33
Second Cook, Middle School	\$19.41	\$19.65	\$20.33
Second Cook, North School, South School	\$16.78	\$17.28	\$18.51
General Worker	\$15.80	\$16.30	\$17.35

3%
YEAR 3

	Jan - 90 DAYS	91 DAYS – YR END	NEXT SCHOOL YEAR
Classification	Step1	Step2	Step3
Cook Manager, High School, Middle School	\$22.40	\$23.18	\$23.65
Cook Manager, North School, South School	\$21.00	\$21.79	\$22.20
Head Cashier/Ala Carte Middle School	\$18.79	\$19.29	\$19.79
Head Cashier/Ala Carte High School	\$18.64	\$19.12	\$19.79
Second Cook, High School	\$19.76	\$20.38	\$20.94
Second Cook, Middle School	\$20.00.	\$20.24	\$20.94
Second Cook, North School, South School	\$17.29	\$17.80	\$19.07
General Worker	\$16.27	\$16.78	\$17.87