

Agreement Between

THE VERNON BOARD OF EDUCATION

And

**THE UNITED FOOD AND COMMERCIAL
WORKERS UNION
LOCAL 919, AFL-CIO**

CAFETERIA WORKERS

July 1, 2005, through June 30, 2008

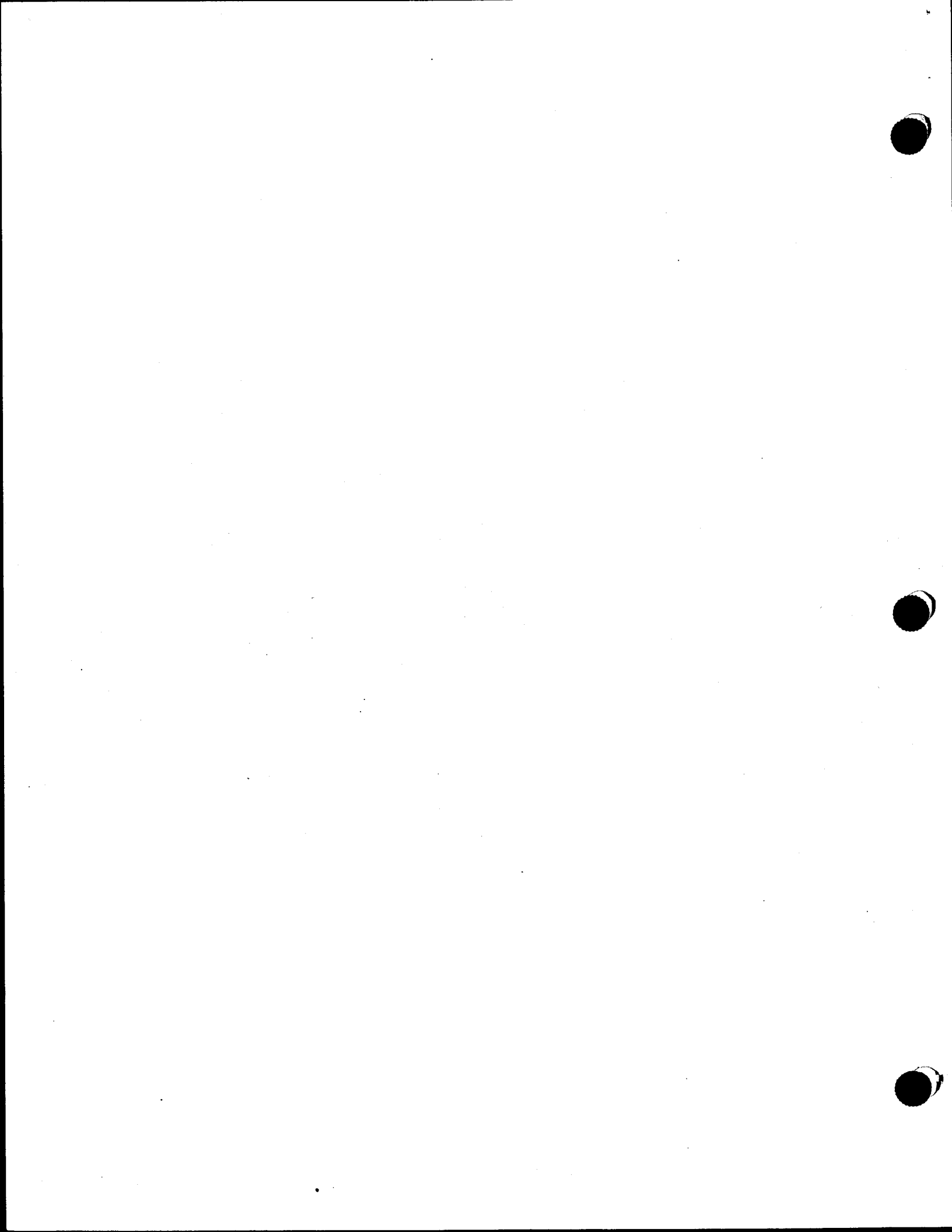


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ARTICLE 1 Recognition

- 1.1 The Board hereby recognizes the Union as the sole and exclusive bargaining agent for all cafeteria workers, excluding the Food Service Director, bookkeepers, and substitutes.
- 1.2 The Board agrees to deduct from the pay of all of its employees who authorize such deductions from their wages, such membership dues, initiation fees, service fees, and reinstatement fees as may be fixed by the Union. Such deductions shall continue for the duration of this Agreement or any extension thereof. The Union will supply to the Board membership applications which will be filled out at the time of employment, and the Board agrees to forward said applications to Local 919.
- 1.3 All employees in the bargaining unit shall, sixty (60) calendar days from the date of their employment by the Board, become and remain members of the Union in good standing in accordance with the Constitution and Bylaws of the Union or pay a service fee to the Union during the terms of this Agreement or extension thereof as a condition of employment. Said service fee shall be equal to the proportion of Union dues and initiation fee uniformly required of Union members to underwrite the costs of collective bargaining. The amount of said service fee shall be certified in writing to the Board by the Union. Any requests by the Union to enforce any provisions of this Article with respect to any employee(s) shall be in writing and shall state in reasonable detail the reasons for the request(s).
- 1.4 The deduction for any month shall be made during the first payroll week of said month and shall be remitted to the Union's office, together with a list of names of employees from whose wages such deductions have been made, not later than the first day of the following month. A signed card authorizing the deduction will be provided to the Board, and the Union agrees to indemnify and hold the Board of Education harmless against any and all claims, demands, suits, or other forms of liability that shall or may arise out of, or by reason of, action taken by the Board of Education for the purpose of complying with the provisions of this Article.

ARTICLE 2 Seniority

- 2.1 Board seniority is defined as length of continued, uninterrupted service with the Vernon school system as a cafeteria employee.

- 2.2 Layoffs shall take effect in the following order:
 - 2.2.1 Substitute employees
 - 2.2.2 Probationary employees
 - 2.2.3 Part-time employees
 - 2.2.4 Full-time employees [five (5) or more hours per day] within job categories with the least senior employees first. The job categories are: Cook Manager, Cashier, and Worker.
- 2.3 A laid-off employee will be put on a recall list for one (1) year after termination. Said employee shall be offered the opportunity to bid on a vacant position in accordance with the procedures as established in Article 3 of this Agreement provided that he/she notifies the employer by certified or registered mail of his/her intent to return to work within five (5) working days of being offered the posted position and reports to work not later than five (5) working days thereafter.
- 2.4 An employee shall lose all seniority when he or she:
 - 2.4.1 Resigns
 - 2.4.2 Retires
 - 2.4.3 Is discharged for cause.
- 2.5 The Board shall establish a seniority list, and the list shall be revised as of October 1 of each year based upon resignations, discharges, retirements, and new hires. A copy shall be mailed to the Secretary-Treasurer of Local 919 and to the union representative at each school in the bargaining unit. This list will contain name, job title, and the date of hire.
- 2.6 The President of the Union shall be provided with all job postings when they occur.
- 2.7 New employees shall serve a probationary period of sixty (60) calendar days and shall have no seniority rights during this period but shall be subject to all other provisions of this Agreement except the Grievance Procedure. During the 60 day probationary period, new employees are not eligible to use sick leave or personal leave.
- 2.8 All employees after completion of the probationary period shall acquire length of service records as of the date of employment.

ARTICLE 3

Promotions and Transfers

- 3.1 All promotional opportunities and job openings shall be posted in each school for a period of five (5) days. The Board of Education may advertise vacancies at the same time as internal postings. The posting information shall be retained in the Food Service Director's office and may be seen by the Union President or designee upon his/her request.
- 3.2 If vacancies occur in regular positions or if new positions are created, these positions shall be filled by employees of the cafeteria department of the same job categories as the vacancy (Cook Manager, Cashier, and Worker), based upon seniority and job performance. The right to promote shall remain as a management right exclusively vested in the Board of Education as long as seniority and performance evaluations are considered.
- 3.3 An employee promoted to a different job category will serve a sixty (60) workday probationary period in which the Manager or Food Service Director will evaluate the performance of the employee. If the employee is unable to perform the duties and responsibilities of the position in a satisfactory manner, he/she will revert back to his/her previous position. When the employee is retained in the position for a period of sixty (60) consecutive workdays, then he/she is considered qualified and allocated to said position.
- 3.4 Employees assigned to perform the duties of a higher classification, due to the absence of another employee, shall be paid the rate of the higher classification, starting immediately. They will revert to their original classifications and pay scales upon the return of the absent employee. In cases when a part-time or substitute employee agrees to work extra hours to cover for absent employees, they shall remain classified as a part-time or substitute employee up to one (1) year unless or until the absent employee ceases to be employed. At that point the part-time or substitute employee will become a regular employee.
- 3.5.1 Reasonable permanent transfers may be made by the employer provided the Union and the employee have been notified in writing at least seven (7) calendar days in advance of the transfer or by phone or in person to be confirmed in writing.
- 3.6 Performance Evaluation. A performance evaluation form will be completed each June by the Cafeteria Manager in conjunction with the Director of Food Service. A performance evaluation form is attached at the end of this contract (Appendix B).

ARTICLE 4

Hours of Work and Overtime

- 4.1 Overtime rates and time and one-half (1-1/2) will be paid for the following:
 - 4.1.1 All time worked in excess of thirty-five (35) hours in one week.
 - 4.1.2 All work performed on Saturday with a guaranteed minimum of four (4) hours.
- 4.2 Overtime rates at double time will be paid for all time worked on Sundays with a guaranteed minimum of four (4) hours.
- 4.3 All overtime work shall be distributed equally among employees within classifications within schools.
- 4.4 Annual days of work and hours of work for each position within the bargaining unit will be established by the Food Service Director based upon the school calendar and need for food service within each school.
- 4.5 The normal hours of work for cafeteria workers will be scheduled between the hours of 6:30 a.m. and 3:00 p.m. unless emergency conditions require otherwise.
- 4.6 The hours and days worked per year for all bargaining positions shall be posted within each school fifteen (15) days after commencement of each school year. A copy of this posting will be mailed to the Union at that time. Except in an emergency the Union will be notified within five (5) workdays of any permanent change by mail.
- 4.7 If the need for overtime arises during regular shifts due to absenteeism for whatever reason a sign-up list based on seniority will be used. If no one avails himself/herself of the opportunity to accept such overtime, then the Director or his/her designee may require the least senior employee available in the building requiring the overtime to be held over for a maximum of two (2) hours. If no employee is available in the affected building, then the least senior employee on duty may be assigned to the affected building and held over for up to two (2) hours.
- 4.8 In the case of special activity time a sign-up list based on seniority will be used. If no one avails himself/herself of the opportunity to accept such overtime, or the scheduled employee informs the Director less than twenty-four (24) hours prior to the scheduled special activity that he/she

will be absent for whatever reason, then the Director may utilize any available person including substitutes to cover the special activity.

- 4.9 On snow days or emergency closings announced in the media employees will not be paid. For emergency closings and early dismissals called during the school day, employees shall be paid for hours actually worked plus one hour not to exceed the normally scheduled hours.
- 4.10 No employee will be scheduled to work less than two and one-half (2-1/2) hours per day.

ARTICLE 5 Leave Provisions

5.1 SICK LEAVE. Ten (10) sick days are accrued annually on an earned, prorated basis at the rate of one (1) day for every twenty (20) working days. Sick days shall be accumulated to a maximum ceiling per employee of one hundred and fifty (150) days.

5.1.1 Upon separation of employment in good standing with five (5) complete years of service, the vested employee hired before June 30, 2005, shall be paid fifty (50) percent of his/her accumulated sick time.

Upon separation of employment in good standing with ten (10) complete years of service, the vested employee hired on July 1, 2005, and thereafter shall be paid ten (10) percent of his/her accumulated sick leave.

5.1.2 Each employee is entitled to use sick leave with full daily pay based on his/her normal daily work schedule. Each year's sick leave may be advanced to employees with over one (1) year of service.

5.1.3 Sick leave may be used for the following purposes:

5.1.3.1 Personal illness or physical incapacity

5.1.3.2 Enforced quarantine of the employee in accordance with community health regulations.

5.1.3.3 To obtain medical or dental treatment. A certificate verifying said treatment may be required by the Food Service Director.

- 5.1.3.4 No unit of time less than one-half (1/2) of one (1) working day shall be charged to the employee for purposes of this section.
 - 5.1.3.5 A dated doctor's certificate shall be required after three (3) consecutive working days of absence due to sickness or injury. Failure to provide the aforementioned certificate upon request by the Food Service Director and/or Director of Business and Finance will result in loss of wages for the days absent. Employees shall not be permitted to return to work without said certificate and will not receive compensation for these days.
- 5.2 The Board of Education upon approval of the Superintendent of Schools and Food Service Director may grant LEAVES OF ABSENCE without pay for a period not to exceed one (1) year. For leaves of absence for six (6) weeks or less the Board of Education will guarantee same position or a comparable position upon return. For leaves in excess of six (6) weeks, employees shall be reinstated to their former position or a comparable position provided an opening exists upon return from leave. Requests for such leave shall be made in writing to the Food Service Director and shall include a statement of the reasons there for and of the length of leave requested.
- 5.2.1 Employees who have been granted a leave of absence in excess of ninety (90) days shall notify the Food Service Director in writing of their intention to return to work at least two (2) months prior to the end of such granted leave if no return date is specified in granting the leave of absence, except that employees who are granted leaves as a result of sickness or accident will be returned to work as soon as a position is available.
 - 5.2.2 During the period of leave without pay, except for military leave or leaves granted as a result of sickness or accident, the employee shall not be credited for the length of service and shall not be credited with the time while out on leave for the purpose of accruing sick leave or salary schedule advancement. Employees may continue their health and life insurance at their cost through the Vernon Board of Education group plans if participating while on active status.
 - 5.2.3 The employee's accumulation of sick leave shall be retained to his/her credit upon return from leave.

- 5.2.4 Maternity leave request shall be in accordance with Board of Education policy.
- 5.2.5 An employee on an approved leave of absence shall be automatically terminated if:
- 5.2.5.1 He or she does not return to work when the leave of absence expires.
 - 5.2.5.2 He or she works elsewhere while on leave without express permission in writing from the Board to be so employed.
- 5.3 **INJURY LEAVE**, as distinguished from other leave, shall mean paid leave given to an employee due to absence from duty caused by an accident or injury that occurred while the employee was engaged in the performance of his/her duties. An employee who is eligible for Workers' Compensation under the Workers' Compensation Act shall receive from the Board an amount which, added to the compensation received, shall equal his regular pay for a period not to exceed one (1) year.
- 5.4 **MILITARY LEAVE**, not to exceed two (2) weeks, shall be granted to regular employees when required to serve a period on active Reserve or National Guard duty. During this period the employee shall be paid the difference, if any, between his/her regular and military pay. Copies of orders to active duty shall be provided the Superintendent of Schools. Such leave shall not provide additional compensation beyond what would be the regular compensation for employees.
- 5.4.1 Employees entering the military service of the United States shall be entitled to indefinite leave without pay.
 - 5.4.2 No employee shall lose any seniority standing because of any military service, including service in the National Guard or organized reserves.
 - 5.4.3 On return from military service an employee shall be reinstated to his/her former job or one of like rank and shall receive credit for the yearly increments awarded during this absence for military service, provided that he/she reports for duty within ninety (90) days of his/her discharge from military service.
 - 5.4.4 The employee's accumulation of sick leave upon leaving shall be retained to his/her credit when he/she returns from military service.

5.4.5 The employee will pay to the employees' retirement fund the employee's annual assessments due for the period of his/her absence when he/she returns from military service. An employee will also receive hours of benefit service based on his/her regularly scheduled hours of work during a period of military service provided the employee left covered employment for military service and returned to the same employer during the period his/her reemployment rights were guaranteed by law. His/her period of military service shall be treated as if he/she had remained in employment with his/her employer during the period in the job classification he/she occupied before leaving for military service.

ARTICLE 6

Paid Holidays and Personal Leave

6.1 The following holidays will be observed as days off with full scheduled daily pay for all workers:

Labor Day	The day after Christmas
Columbus Day	New Year's Day
Veteran's Day	Martin Luther King Day
Thanksgiving Day	President's Day
The day after Thanksgiving	Good Friday
Christmas Day	Memorial Day

6.1.1 In order to qualify for holiday pay an employee must work the full scheduled workdays immediately preceding and following the holiday unless on legitimate paid sick or personal leave. Failure to meet this requirement will result in forfeiture of the holiday pay.

6.1.2 Holidays falling on a Saturday shall be celebrated on the preceding day if school is not in session. If school is in session, employees shall receive an additional day's pay at their regular rates for the holiday.

6.1.3 Holidays falling on Sunday shall be celebrated on Monday if school is not in session. If school is in session, employees shall receive an additional day's pay at their regular rates for the holiday.

6.1.4 When a holiday occurs when an employee is out on other leave, said holiday will not be charged against the employee's other leave.

6.2 Employees shall be entitled to three (3) personal days a year (non-accumulative each year) at full pay for specified personal reasons which shall be defined as illness of the immediate family, legal requirements, and religious holidays or other imperative personal business that could not be conducted except during regularly scheduled hours of employment. All personal leave must be approved by the Food Service Director or his/her designee with two (2) days (48 hours) prior notice.

6.2.1 A request to take leave under 6.2 shall be submitted to the Food Service Director or his/her designee in writing through the employee's immediate supervisor forty-eight (48) hours prior to said leave unless emergency circumstances preclude such notification. All employees must specify which of the aforementioned reasons entitles them to leave. Failure to do so may be cause for forfeiture of leave pay.

ARTICLE 7

Wages

7.1 Wage scales and classifications of positions shall be negotiated and are part of this contract. See Appendix A.

7.2 All new probationary employees shall be paid at ninety (90) percent of the wage for their classification. Upon satisfactory completion of the probationary period, employees will receive the hourly wage for their classification. All other employees who, through promotion, change classifications shall receive the hourly wage for the higher classification.

7.3 Wage scales and increases for the term of this contract are shown in Appendix A.

7.4 **CERTIFICATION BONUS:** Employees who meet the current requirements for Connecticut Certification Program and can show evidence to that fact will receive the following additional differential:

Cook Manager	\$.30 per hour
Cashier	\$.25 per hour
Worker	\$.25 per hour

The aforementioned hourly differential shall be added to the regular hourly rates.