

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

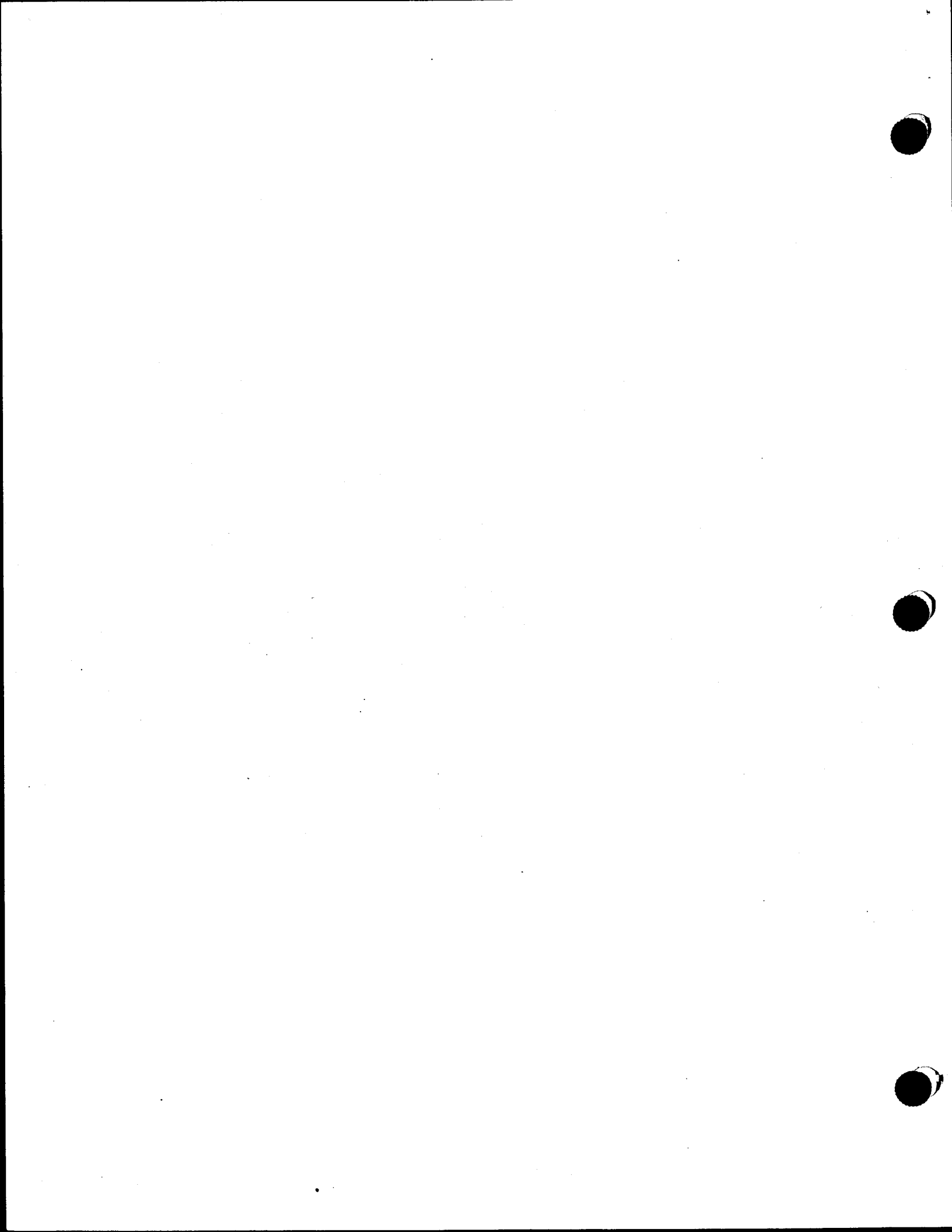


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ARTICLE 1 Recognition

- 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.

In the case where there is federal, state, and/or town certification training required, employees will be reimbursed for 100 percent of the costs of the training upon successful completion.

- 7.5 Travel reimbursement for mileage for cafeteria employees shall be at the rate established by the Internal Revenue Service for that calendar year.

ARTICLE 8 Employee Benefits

- 8.0 All employees scheduled to work twenty (20) or more hours per week on a permanent basis will be eligible for benefits as described in Article 8. An employee who is assigned to cover for another employee is not eligible for benefits unless he/she was already permanently scheduled to work twenty (20) hours per week previously.

- 8.1 All eligible employees will be offered individual, two-person, or family plan medical coverage as outlined in Sections 8.1.1 and 8.1.2.

- 8.1.1 Century Preferred Comprehensive PPO (Preferred Provider Organization- Point of Service Plan design) or equivalent plan with the following co-pays:

July 1, 2005, to June 30, 2008 20% co-pay

- 8.1.2 Blue Care HMO (Health Maintenance Organization-Point of Enrollment Plan Design) with the following co-pays:

July 1, 2005, to June 30, 2008 22.5% co-pay

- 8.1.3 Health Insurance coverage will begin after the 60 day probationary term.

- 8.2 The Board of Education shall provide free of charge to all employees who wish them flu shots for the prevention of influenza in the fall of each year.

- 8.3 The Board will pay for employee group life insurance under group policy provided by the Board for its eligible employees in the following amounts:

Life Insurance	\$ 5,000.00
Accidental Death and Dismemberment	\$10,000.00

- 8.4 Eligible employees shall be allowed to purchase the Blue Cross Co-pay Dental Plan at their expense, subject to the rules and regulations of the carrier.
- 8.5 The employee retirement plan of the Town of Vernon, Division 042, Board of Education Cafeteria Employees is hereby made part of this Agreement.
- 8.5.1 All current bargaining unit employees are encouraged to participate in said retirement plan. All employees whose current service commences after July 1, 1992, shall be required to participate in said retirement plan.
- 8.5.2 Employees who work less than twenty (20) hours per week are not eligible to participate in said retirement plan.
- 8.6 **SELF-INSURANCE OPTION:** The Vernon Board of Education may elect to provide health insurance coverage for bargaining unit members through alternate carriers or through self-insurance. In no case shall the coverage and benefits provided through alternate insurance carriers, through self-insurance, or through a combination of such alternatives be less than the coverage and benefits available to employees under the group health insurance policies described herein. Should the Vernon Board of Education desire to change insurance carriers and/or self-insure, the Union president shall be first notified and given an opportunity to review the proposed changes. Should the Union and the Board disagree that the alternative coverage proposed will provide coverage equivalent to those proposed by the group plans described herein, binding arbitration as set forth under Article 9 of this contract may be immediately implemented at the request of the Union or the Board. Such arbitration shall take place before an impartial arbitrator with expertise in insurance. None of the individual coverage set forth in this section shall be subject to a proposed change in carrier and/or the self-insurance option more than once per year. Should the Board self-insure or change carriers pursuant to this Section, the privacy of the members of the unit shall be fully respected.

ARTICLE 9 Grievance Procedure

- 9.1 All disciplinary actions shall be consistent with the infraction for which disciplinary action is being applied.
- 9.2 All warnings, suspensions, and discharges must be for just cause and must be stated in writing with reason or reasons given with a copy to employee and the Union president.

9.3 Grievances arising out of matters covered by this Agreement will be processed in the following manner:

- 9.3.1** The employee or Union representative shall, within ten (10) working days of the occurrence of the conditions causing the grievance or within ten (10) working days of his/her knowledge of its occurrence, whichever comes later, present to the Food Service Director the facts pertaining to the problem or incident.

The Food Service Director shall address the problem at once and notify the employee and Union representative of his/her decision within five (5) working days from the date that the problem was presented.

- 9.3.2** If the employee or Union representative feels that further review is justified and is not satisfied with the answer from the Food Service Director, all the facts pertaining to the problem shall be presented in writing to the Director of Business and Finance within ten (10) days from the date of the response from the Food Service Director.

The Director of Business and Finance shall notify the employee and the Union representative of his/her decision in writing within five (5) working days from the date that the problem was presented to him/her.

- 9.3.3** If the employee or Union representative is not satisfied with the response from the Director of Business and Finance, he/she may request a further review by the Board provided the request is made to the Board within five (5) working days from the time the decision was issued by the Director of Business and Finance.

The Board or its designated committee shall, as soon as possible, call a meeting attended by the aggrieved employee and if requested by the employee, the Union representative, the Food Service Director, and the Director of Business and Finance to review the facts.

As soon as is reasonable, but at least within ten (10) working days thereafter, the employee, the Union representative, the Food Service Director, and the Director of Business and Finance shall be notified in writing of the decision reached.

9.3.4 Arbitration

In the event the Union feels that further review is justified, the Union may within thirty (30) days submit the grievance to arbitration by the Connecticut State Board of Mediation and Arbitration or if mutually agreed to the parties may submit the grievance to the American Arbitration Association.

9.3.4.1 The Union will advise the Director of Business and Finance in writing of its submission of the grievance to arbitration at the time of filing.

9.3.4.2 The decision of the arbitrator(s) shall be final and binding on both parties. The cost of such arbitration, if any, shall be borne equally by the Union and the Board.

9.4 Officers of the Union, not exceeding two (2) in number, shall be provided with the necessary time off with pay for contract negotiations and grievance adjudication when such activities take place at a time during which such members are scheduled to be on duty.

ARTICLE 10 Records Request

10.1 In the event the Union has evidence which leads it to believe that an error has been made relating to rates of pay or the payment of employee benefit contributions, the Board agrees to supply to the Union within fourteen (14) days payroll data regarding the particular claim. Any such request for information shall be made to the Board in writing and specify the possible error that is being investigated.

ARTICLE 11 Visiting Schools

11.1 A duly authorized representative of the Union may visit the schools for the purpose of conducting Union business but in so doing shall not interfere with the employer's operation. Upon entering any school the Union representative shall report to the school's principal and shall comply with any Board policies in effect or local school requirements concerning visitations.

ARTICLE 12

Election Days

- 12.1 On request of the Union or an employee the Board will arrange the work schedule for a federal, state, or local government Election Day week so that those employees who would not otherwise be able to shall have an opportunity to vote. No such request shall be made if the polling places are open either two (2) hours prior to the commencement or two (2) hours after the termination of the employees' scheduled work shift.

ARTICLE 13

Wearing Apparel and Tools

- 13.1 The Board agrees to furnish without cost to the employee any special wearing apparel that it may require the employee to wear, such as aprons and smocks. Such wearing apparel shall be worn by the employee and laundered by the employer. All employees covered by this contract shall dress according to the "Dress Code of Vernon School Cafeterias."
- 13.2 The Board further agrees to furnish such equipment without cost as is customarily required in the course of employment. The employees shall use these items with care and only for the purpose for which they were intended and shall return them to the employer upon termination.

ARTICLE 14

Jury Duty

- 14.1 Employees shall be entitled to full pay at current base rate for absence due to jury duty and also for absence required by subpoena issued by another governmental agency, provided that reimbursement for same and regular pay together does not exceed employee's regular wage.

ARTICLE 15

Bulletin Boards

- 15.1 At least one bulletin board shall be reserved in each school cafeteria for the posting of official Union notices or announcements.

ARTICLE 16
Safety

- 16.1 The Board agrees to comply with the safety regulations as prescribed by the Occupational Safety and Health Act.
- 16.2 The Union may bring any perceived safety problems to the Board for review and, if appropriate, the parties may form a committee to review and recommend appropriate action.

ARTICLE 17
Wage Statement

- 17.1 The Board shall establish regular biweekly paydays, except as it may change due to a holiday, and furnish to each employee on such paydays a wage statement showing the date, name of the employee, total hours worked, total amount of wages paid, and itemized deductions made there from.

ARTICLE 18
Bargaining Unit Work

- 18.1 All bargaining unit work performed by cafeteria employees will be done by bargaining unit employees unless there are no such employees available who can perform the work, except that all Cook Managers in the elementary schools will continue to perform bargaining unit work in addition to whatever supervisory functions similar to those currently performed that they are assigned by the Food Service Director.
- 18.2 All cafeteria employees shall perform the duties covered within the bargaining unit work as delegated and assigned by the Food Service Director or his/her designee.

ARTICLE 19
Bereavement Leave

- 19.1 In the event of death in the immediate family of an employee or in the immediate family of his or her spouse, three (3) days' leave with pay shall

be granted. Immediate family for purposes of this clause is defined as parents, grandparents, spouse, brother, sister, child, stepchild, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, and also any relative who is domiciled in the employee's household. The employee shall provide verification of the death when requested by the Food Service Director or the Director of Business and Finance. Should additional time be needed by an employee, it could be granted at the discretion of the Director or his/her designee.

ARTICLE 20

Rest Periods

- 20.1 Any employee scheduled for five (5) or more hours shall receive two (2), fifteen (15) minute relief periods. A twenty (20) minute unpaid lunch break may be combined with one of the fifteen (15) minute relief periods. Any employee scheduled for less than five (5) hours shall receive one (1), fifteen (15) minute relief period. A twenty (20) minute unpaid lunch break may be combined with the fifteen (15) minute relief period.
- 20.2 Relief periods shall be given as near as possible to the middle of the forenoon/afternoon/evening work period.
- 20.3 All employees shall receive one meal during the workday at no cost to the employee.

ARTICLE 21

Automation – Mechanization – New Classifications

- 21.1 The Board will notify the Union before introducing any new type of production equipment, before setting up a new department, or before establishing a new classification not presently listed within this Agreement. Prior to such introduction the Union shall be given the opportunity to meet and discuss the conditions by which such introduction will be made.

ARTICLE 22

Polygraph

- 22.1 The Board agrees that it will not request, require, or accept any voluntary offer from any employee to take a lie-detecting test or any similar test.

ARTICLE 23
No Discrimination

- 23.1 The Board and the Union agree that they will not discriminate against any employee because of race, religion, age, national origin, sex, color, handicap, or creed.
- 23.2 It is understood and agreed that wherever "he" or "she" appears in this Agreement, it shall apply to all employees.

ARTICLE 24
Management Promotions

- 24.1 The Board shall notify the local Union in writing whenever a bargaining unit employee is offered a management position outside of the Union.

ARTICLE 25
Interpretation of Agreement

- 25.1 The only person(s) qualified to interpret this Agreement on behalf of the Union shall be officers of the Union or authorized representatives of the Union.

ARTICLE 26
Management Rights

- 26.1 Unless expressly and specifically limited, modified, abridged, or relinquished by a specific provision of this Agreement and whether exercised or not, the rights, powers, and authority heretofore held by the Board pursuant to any charter, general or special statute, ordinance, regulation, or other lawful provision over the complete operations, practices, procedures, and regulations with respect to employees of the Board shall remain solely and exclusively in the Board. However, it is recognized that the Union reserves the right to grieve the application and/or implementation of this Article, pursuant to Article 9 of this Agreement.

ARTICLE 27
Pre-existing Terms, Benefits, and Conditions of Employment

- 27.1 Except as specifically provided for in this Agreement, all existing terms, benefits, and conditions of employment which have been verified by writing and/or record shall remain in effect during the term of this Agreement. The Union agrees that there shall be no abuse of such benefits.

ARTICLE 28
Savings Clause

- 28.1 Should any article, section, or portion of this Agreement be held unlawful or unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree to negotiate immediately a substitute for the invalidated article, section, or portion thereof.

ARTICLE 29
Duration

- 29.1 This Agreement shall be effective as of the 1st day of July 2005 and shall remain in full force and effect through the 30th day of June 2008. It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, one hundred fifty (150) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than one hundred twenty (120) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.
- 29.2 In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than thirty (30) days prior to the desired termination date, which shall not be before the termination date set forth in the preceding paragraph.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS THIS

23rd DAY OF September, 2005.

FOR THE VERNON BOARD OF EDUCATION

Peggy Jackle
Peggy Jackle, Chairperson

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

Mark A. Espinosa
Mark A. Espinosa, President

James R. Wallace, Jr.
James R. Wallace, Jr., Secretary-Treasurer

APPENDIX A

VERNON PUBLIC SCHOOLS
WAGE SCHEDULE 2005-2008
Cafeteria Unit
7/11/2005

Class "A" Cook Manager (High and Middle School)

	2005-2006			2006-2007			2007-2008		
	Amount	Incr	Percent	Amount	Incr	Percent	Amount	Incr	Percent
10 + yrs **	16.22	0.49	3.00	16.71	0.50	3.00	17.21	0.52	3.00
5-10 yrs *	16.14	0.44	2.75	16.58	0.46	2.75	17.04	0.47	2.75
0-5 yrs	16.06	0.40	2.50	16.46	0.41	2.50	16.87	0.42	2.50
			Total			Total			Total
			16.71			17.21			17.73
			16.58			17.04			17.51
			16.46			16.87			17.29

Class "B" Cook Manager (Elementray School)

	2005-2006			2006-2007			2007-2008		
	Amount	Incr	Percent	Amount	Incr	Percent	Amount	Incr	Percent
10 + yrs **	13.68	0.41	3.00	14.09	0.42	3.00	14.51	0.44	3.00
5-10 yrs *	13.60	0.37	2.75	13.97	0.38	2.75	14.35	0.39	2.75
0-5 yrs	13.53	0.34	2.50	13.87	0.35	2.50	14.22	0.36	2.50
			Total			Total			Total
			14.09			14.51			14.95
			13.97			14.35			14.74
			13.87			14.22			14.58

Class "C" Cashier

	2005-2006			2006-2007			2007-2008		
	Amount	Incr	Percent	Amount	Incr	Percent	Amount	Incr	Percent
10 + yrs **	11.41	0.34	3.00	11.75	0.35	3.00	12.10	0.36	3.00
5-10 yrs *	11.36	0.31	2.75	11.67	0.32	2.75	11.99	0.33	2.75
0-5 yrs	11.31	0.28	2.50	11.59	0.29	2.50	11.88	0.30	2.50
			Total			Total			Total
			11.75			12.10			12.46
			11.67			11.99			12.32
			11.59			11.88			12.18

Class "D" Worker

	2005-2006			2006-2007			2007-2008		
	Amount	Incr	Percent	Amount	Incr	Percent	Amount	Incr	Percent
10 + yrs **	10.00	0.30	3.00	10.30	0.31	3.00	10.61	0.32	3.00
5-10 yrs *	9.95	0.27	2.75	10.22	0.28	2.75	10.50	0.29	2.75
0-5 yrs	9.91	0.25	2.50	10.16	0.25	2.50	10.41	0.26	2.50
			Total			Total			Total
			10.30			10.61			10.93
			10.22			10.50			10.79
			10.16			10.41			10.67

NOTES:

- 1) One Asterick (*) means five complete years plus one (1) day to qualify
- 2) Two Astericks (**) means ten complete years plus one (1) day to qualify
- 3) The anniversary date for all employees will be July 1 of each year.
- 4) A cafeteria worker must work continuously not excluding authorized leaves from October 1 of the previous year to qualify for a step increase

**VERNON BOARD OF EDUCATION
PERFORMANCE EVALUATION FORM
FOR CAFETERIA EMPLOYEES**

Employee: _____ **Position:** _____

School: _____

Rating Period: _____ **Date:** _____

	Excellent	Very Good	Fully Satisfactory	Needs Improvement	Unsatisfactory
Quality Of Work	_____	_____	_____	_____	_____
Quantity Of Work	_____	_____	_____	_____	_____
Cooperation	_____	_____	_____	_____	_____
Interpersonal Skills	_____	_____	_____	_____	_____
Ability to learn New Duties and Equipment	_____	_____	_____	_____	_____
Dependability & Attendance	_____	_____	_____	_____	_____
Supervisory Skills	_____	_____	_____	_____	_____

Number of sick days taken in the rating period:

Overall evaluation is:

Excellent Very Good Fully Satisfactory Needs Improvement Unsatisfactory

_____ _____ _____ _____ _____

Page 2 Performance Evaluation of _____ Date: _____

Comments or suggestions by supervisor or employee:

Employee's Signature _____ Date: _____
(This indicates receipt of the rating)

Supervisor's Signature _____ Date: _____

Director of Food Services _____ Date: _____

Director of Business and Finance _____ Date: _____

PEFMCAFE
3/15/05

APPENDIX C

VERNON BOARD OF EDUCATION CAFETERIA WORKERS

BENEFIT	Century Preferred Comprehensive	Blue Care POE
		In Network services subject to co-pays No coverage out of Network
Costshares	Deductibles \$ 350/700/1050 Coinsurance 80/20 In Network Coinsurance 60/40 Out of Network Cost Share maximum - \$ 1,850/3,700/5,500	\$ 15/15 office visit co-pay \$100 ER/ \$ 25 Urgent Care Centers \$50/50 Hospital per admission co-pay Inpatient or Outpatient
	Lifetime max- Unlimited	Lifetime Maximum - Unlimited
	Once annual cost share max met reimbursement is 100%	
Preventive Care	In Network 80%/Out of Network 60%	\$ 0 co-pay
Pediatric	Birth to 1 year- 6 exams 1 year through 5 years - 6 exams 6 years through 10 years 1 every two years 11 years through 21 years - 1 every year	Birth to 1 year - 6 exams 1 year through 5 years - 6 exams 6 years through 10 years - 1 exam every two years 11 years through 21 years - 1 exam every year
Adult	In Network 80% Out of Network 60%	\$ 0 Co-pay
	22 through 29 one exam every 5 years 30 through 39 one exam every 3 years 40 through 49 one exam every 2 years 50 and over one exam per year	22 through 29 one exam every 5 years 30 through 39 one exam every 3 years 40 through 49 one exam every 2 years 50 and over one exam per year
Vision	In Network - 80% Out of Network 60%	\$ 0 Co-pay Covered once every two years
Hearing	In Network - 80% Out of Network - 60%	\$ 0 Co-pay part of preventive exam
Gynecological	In Network- 80% Out of Network- 60%	\$ 0 Co-pay
Medical Services Medical Office Visit	In Network- 80% Out of Network- 60%	copy applies

VERNON BOARD OF EDUCATION CAFETERIA WORKERS

Outpatient PT/OT/Chiro and Speech Therapy	In Network - 80% Out of Network - 60%	copay applies (Subject to medical necessity)
	(subject to medical necessity)	
Allergy Services	In Network - 80% Out of Network - 60% 80 visits in 3 years	Office Visit Co-pay No copay for injections 60 visits in 2 years
Diagnostic Lab & X-ray	In Network - 80% Out of Network - 60%	Covered
Inpatient Medical Services	In Network - 80% Out of Network - 60%	Covered
Surgery Fees	In Network - 80% Out of Network - 60%	Covered
Office Surgery	In Network - 80% Out of Network - 60%	Covered
Outpatient MH	In Network - 80% Out of Network - 60%	Office Visit Co-pay ER Co-pay
Emergency Care Emergency Room	In Network - 80% Out of Network - 60%	walved if admitted UC Co-pay Participating Facilities only
Urgent Care	80% In Network Not covered out of Network	
Ambulance	In Network - 80% Out of Network - 60%	Covered in accordance with State Mandates
Inpatient Hospital General/Medical/Surgical/M (Semi-Private)	Note: All hosp admissions require pre-cert In Network - 80% Out of Network - 60%	Note: All hospital admissions require pre-cert Hospital Per Admission Co-pay
Ancillary Services (Medication, Supplies)	In Network - 80% Out of Network - 60%	Covered



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