

COLLECTIVE BARGAINING AGREEMENT

By and Between
BERLIN BOARD OF EDUCATION
and



UNITED PUBLIC SERVICE EMPLOYEES UNION
Local 424 - Unit 40
Food Service Employees

July 1, 2021 to June 30, 2024

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ARTICLE I

RECOGNITION

The Berlin Board of Education recognizes the Union, as the exclusive bargaining agent with respect to wages, hours, and working conditions of all regular employees of the Berlin School Cafeteria Employees excluding supervisors and those employees working less than twenty hours a week.

ARTICLE II

BOARD OF EDUCATION RIGHTS

Unless expressly and specifically limited, modified, abridged, or relinquished by specific provisions of the Agreement, and whether exercised or not, the rights, powers and authority heretofore held by the general or special statutes, ordinances, regulation, or other lawful provision, over the complete operations, practices, procedures, and regulation with respect to members of the Board's departments, shall remain vested and exclusively in the Board of Education, including but not limited to the following:

- Determine the standard of services to be offered by Board Departments
- Determine the standards of selection for Cafeteria employment
- Direct its employees
- Take disciplinary action in accordance with Article XIX.
- Relieve its employees from duty because of lack of work or other legitimate reasons
- Issue rules and regulations
- Maintain the efficiency of governmental operations
- Determine work schedules
- Determine the methods, means and personnel by which the Cafeteria's operations are to be conducted
- Determine the content of job classifications
- Exercise complete control and discretion over its organization and technology of performing its work
- Fulfill all of its legal responsibilities

All of the above rights, responsibilities, and prerogatives may not be subject to any grievance or arbitration proceeding except as specifically provided for in this Agreement. All of the above will be in compliance with the State of Connecticut Municipal Employees Relations Act.

ARTICLE III

UNION SECURITY

- A. All cafeteria employees, excluding supervisors and those employees working less than

twenty hours per week, may elect to join the union.

- B. The Board agrees to deduct regular Union dues from the pay of each employee for whom the Board has a signed authorization of such deduction. The dues so deducted shall be sent monthly to the Union accompanied by a list of names of employees from whose wages such amounts have been deducted.
- C. The Board shall provide the Union with written notice of all cafeteria personnel transactions pertinent to the bargaining unit, i.e. hiring, terminations, status changes, promotions, leaves of absence, etc., and such notice shall be provided monthly.
- D. The Union shall indemnify and hold the Board harmless from any and all demands, suits, complaints, claims, costs and liabilities, including reasonable attorney's fees, caused by or arising out of the administration or enforcement of this Article.
- E. Within thirty (30) days of a new employee being hired from within or outside the district into the bargaining unit the Union shall be provided with an opportunity to meet with the new hire. Such meeting shall not exceed twenty (20) minutes of work time.

ARTICLE IV **SENIORITY**

- A. At the beginning of each school year, the Board shall furnish to the Secretary of the Union and Union Representative a list of all employees covered by this Agreement in order of their seniority, together with the then current salary of each. Seniority shall be defined as the continuous length of service of an employee with the cafeteria.
- B. All new employees shall serve a probationary period of ninety (90) working days. Upon completion of the probationary period the seniority of such new employees shall date from date of hiring. Any absences during the probationary period shall be added to the ninety (90) working days base period. During the probationary period, new employees are at will employees and are not entitled to access the grievance clause of this Agreement in cases of discipline, including suspension and termination, and they shall have no transfer or promotional rights.

C. Layoff and Recall -Layoffs shall take place in the following order within the affected classification, in inverse order of seniority, except that in no case shall the Board be required, in order to comply with the provisions of this section, to place an employee in a position for which the employee is not qualified or would be, in the determination of the Superintendent or his/her designee, unable to carry out the duties satisfactorily and efficiently.

1. Temporary and/or probationary employees
2. Part-time employees, working under twenty (20) hours per week
3. Full-time employees, working twenty (20) or more hours per week

Employees on layoff shall be recalled to vacant positions within the classification from which they were laid off, based upon the following schedule:

1. Full-time employees working over twenty (20) hours per week
2. Part-time employees working under twenty (20) hours per week
3. Temporary *and/or* probationary employees

D. All recall rights shall expire two (2) years after the date of layoff. Recall rights shall also expire if an employee rejects an offer of re-employment within the bargaining unit during the recall period, or if an employee fails to respond to an offer of reemployment via certified letter within two (2) weeks of the mailing of such offer by the Board to the employee's last known address.

ARTICLE V

PROMOTIONS AND TRANSFERS

- A. All vacancies or new positions in any job classification covered by this Agreement shall be posted simultaneously for both internal and external candidates for a period of five (5) working days prior to the final application date.
- B. Any vacancy or new position is available to any employee covered within this Agreement. Notification in writing is required within the five (5) working-day posting period to the Director of Human Resources. The Board shall have the right to select the applicant who is most qualified and most able to perform the job, as determined by the Superintendent or his/her designee. If the Superintendent or his/her designee determines that two or more applicants are equally able to perform the job, then seniority shall be the deciding factor for awarding said vacancy or promotion. Copies of the posting, together with the list of employees applying and the name of the person placed, will be supplied to the Union within ten (10) working days.
- C. All employees promoted or assigned to a higher classification shall receive their rate of

pay of that higher classification. Promoted employees shall serve a thirty (30) day probation. If performance is unsatisfactory during that 30-day period, the employee shall return to his/her former position without loss of seniority. Lateral transfers shall serve no probationary period.

- D. Whenever a position is temporarily vacant due to illness or absence of a bargaining unit member, permanent employees may be moved to the higher classification to fill such vacancy. Employees in the facility in which the vacancy exists will be given first priority to fill said vacancy. When an employee assumes the responsibility of a higher job classification for a full day or more, he/she shall be paid as follows in alignment with the step she/he is on: from the first day 100% of the difference; fill in for cook manager 50% of the difference. However, due to the temporary nature of the vacancy, no job posting will be required.
- E. The Administrative Office shall notify all applicants, in writing, relative to the successful applicant. Each applicant shall be entitled to know why he or she was not granted the promotion or transfer.

ARTICLE VI

HOURS OF WORK

- A. The school calendar for the next school year shall be given to each cafeteria employee as soon as possible after its adoption by the Board of Education. However, it is understood the school calendar may, from time to time, be altered due to educational needs and/or special events within the facility. When such schedule alterations are made, the Board shall give employees as much advance notice as possible.
- B. Yearly Operational Schedule
 - 1 The yearly operational schedule of the cafeteria for the next school year will be posted (and a copy will be provided to each cafeteria staff member) by June 1 except in extremely rare circumstances, where the Board will notify the Union in advance. The schedule shall include the daily hours of work for each position, including starting and ending times.
 - 2 In the event the board determines it is necessary to reduce the daily hours of any bargaining unit position, the Board shall send written notice of such reduction to the Unit President and UPSEU representative. Where practicable, the Board shall provide such notice fifteen (15) calendar days in advance of the implementation of the reduction. The Board agrees to negotiate the impact, if any, of such reduction, to the extent that the impact is not addressed by the collective bargaining agreement. The Board will not implement a reduction in hours on more than two occasions per year.

- 3 Whenever it is deemed necessary to reduce the daily hours of a bargaining unit position, and the affected employee has more seniority than another employee in the same classification whose daily hours are equal or less, the senior employee shall have the right to bump the less senior employee regardless of work location.
- C. Night or weekend work will be compensated at two dollars and fifty cents (\$2.50) per hour above the employee's hourly rate with a minimum of two (2) hours pay. The number of employees will be determined by the Administrative Office.
- D. Employees shall be allowed one fifteen (15) minute paid coffee break per day.
- E. Employees required to attend any employer-initiated meetings shall be compensated at their full rate of pay.

ARTICLE VII

LEAVE PROVISIONS

- A. No vacations allowed to any cafeteria employee covered by this Agreement.
- B. Bereavement Leave:
1. In the event of death in the immediate family, up to five (5) working days leave with full pay shall be granted as bereavement leave. "Immediate family" means husband, wife, father, mother, sister, brother, child, stepchild or stepparent and also any relative who is domiciled in the employee's household. In the event of the death of an aunt, uncle, niece, nephew, cousin, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent or grandchild, up to three (3) days shall be granted as bereavement leave. Bereavement leave must be taken on consecutive days on the day of the funeral and on the day(s) immediately before or after the funeral.
 2. One (1) day special leave with full pay shall be for death of other family members.
- C. Sick Leave:
- The Connecticut Paid Sick Leave law (C.G.S. §§ 31-57r – 31-57w) is applicable to members of this bargaining unit. As such, any provisions of the law that exceed the provisions specified in this Agreement are available to unit members.
1. Employees earn sick leave of nine (9) days per year; such sick leave shall be prorated in the first year it is earned.
 2. Sick leave is accumulated to a maximum of ninety (90) days.
 3. Sick leave shall commence on the date and at the time of specific notification of the Director of Food Services or immediate supervisor by the employee. For

absences in excess of five (5) working days for which sick leave is claimed, the Superintendent or his/her designee may require evidence in the form of a physician's certification. Such certification shall state the nature of the illness or injury and the expected duration.

4. Use of sick leave:
 - a. Personal illness or physical incapacity
 - b. Enforced quarantine of the employee in accordance with community health requirements
 - c. At the discretion of the Director of Food Services or his designee, an employee may use up to five (5) days yearly of the allowable sick days for the illness of a member of the employee's household, or of a member of the employee's family for whom the employee has been given the legal responsibility for making health care decisions, through a health care proxy, living will or similar legally binding process.
 - d. Attending an appointment with a physician, where such an appointment cannot be scheduled outside the employee's work hours, and where the employee notifies the Director of Human Resources of the appointment at least one (1) week in advance, except in emergencies
 - e. Sick leave may be taken in (1) hour, half (1/2) day or full day increments.

D. Jury Duty

Employees shall be entitled to full pay at their rate for absence because of jury duty, provided that reimbursement for same and regular pay together does not exceed an employee's net pay, and provided that such employee gives written notice to the Superintendent or his designee within forty-eight (48) hours after he/she receives the call to jury duty and provided the employee furnishes the Superintendent or his/her designee with a copy of any check stub or receipt indicating the dates for which jury duty pay was received.

E. Personal Days

Each employee will be eligible to receive three (3) paid personal days per year to take care of personal affairs that cannot be handled outside normal work hours. Examples of permissible uses of personal leave include the following: required court appearance; house closing; birth or adoption of child; graduation of employee, spouse, child or other relative domiciled in employee's household; marriage of employee or child. Employees may elect to use a personal day on days when they would otherwise be unpaid due to snow day closings.

In order to use personal leave, an employee must submit a request for approval at least one

week in advance, stating the reason for the personal day. In emergencies, the one-week notice requirement may be waived.

These days shall not be used during the first two weeks or last two weeks of the school year, or immediately before or after any school vacation or holiday, unless the Superintendent or the Superintendent's designee, in his/her sole discretion, grants such days when the circumstances associated with the request are unexpected and/or unavoidable.

Employees who regularly work a minimum of six (6) hours each day shall be permitted to take personal days in half (1/2) or full day increments.

F. Leave of Absence Without Pay

The Superintendent or designee, at his/her discretion may grant a personal leave of absence of up to thirty (30) calendar days, without pay. Unpaid personal leaves of absence beyond thirty (30) calendar days may be granted at the Board of Education's discretion, not to include a leave for employment elsewhere. Such leaves will not exceed one (1) year.

Requests for such leaves shall be made in writing and shall include the length of leave required. The employee shall not earn seniority during such leave but shall retain all seniority credit earned prior to such leave. The employee shall be entitled to no payor benefits, except as may be otherwise specified herein. The employee's accumulation of sick leave shall be retained to his or her credit when she/he returns.

Upon return from such leaves, the employee shall be assigned to his or her former position or to an available comparable position.

G. Worker's Compensation

When an employee is absent from his/her regular assignment due to a claim under the Workers' Compensation Act, the following procedure will be followed:

1. The employee will file a claim with current insurer.
2. The insurer will pay the employee compensation due based on employee's salary.
3. The Board may require a physical examination of any employee returning to work, in accordance with federal and state law.

For employees who are entitled to receive workers' compensation benefits as a result of an injury, illness or occupational disease arising out of and in the course of their employment with the Board, the Board will pay the difference between the dollar amount of weekly payments received by the employee under the Workers' Compensation Act and the employee's regular weekly net pay after deduction of taxes, for a period of up to ninety (90) calendar days from the date of injury, illness or occupational disease, or until such time as the employee is able to return to work, becomes ineligible for workers' compensation benefits, or reaches maximum medical improvement, whichever occurs first.

ARTICLE VIII
OTHER EMPLOYMENT BENEFITS

- A. Employees may participate in any health insurance plan provided by the Board at one hundred percent (100%) of the group rate and premiums will be deducted through payroll deduction.
- B. Storm Day -Delayed Opening
On snow days, if the Superintendent feels that conditions are such that no one should be on the roads, cafeteria employees would be notified not to come to work. If school opening is delayed, reporting time is as soon as reasonably possible, but no later than the length of the delay past their normal starting time or the length of the delay of the opening, whichever is less. No pay will be withheld due to failure to work a full-day schedule.
- C. If a school day is shortened due to an emergency or inclement weather, the Board agrees to pay the members of the bargaining unit their normal day's pay.
- D. If school is canceled for an entire day due to an emergency or inclement weather, employees will not be paid for that day Employees may elect to use their personal time on these days to supplement the unpaid day.
- E. The Board will provide a group life insurance for Assistant Cook Managers in the amount of \$30,000.

ARTICLE IX
RETIREMENT BENEFITS

Employees may participate in the Town of Berlin Retirement Plan, subject to the requirements and provisions of the Plan, as may be amended from time to time.

Employees shall be eligible for participation in the Board's Section 403b plan and Section 457 plan, at their own expense, subject to the requirements and provisions of the plans, as may be amended from time to time.

ARTICLE X
GRIEVANCE PROCEDURE

For the purposes of this Agreement, the term "grievance" means any dispute between the Board and the Union or between the Board and the employees concerning the effect, interpretation, application, claim of, breach, or violation of this Agreement.

A. Any such grievance shall be settled in accordance with the following grievance procedure:

Step 1. The aggrieved employee with or without his steward or representative shall within ten (10) working days of the occurrence reduce the grievance to writing and submit it to the Director of Food Services in an effort to get the grievance resolved immediately. The answer must be given within five (5) working days.

Step 2. If the aggrieved party or the Union is not satisfied with the answer given by the Director of Food Services they may within ten (10) working days elect to submit the grievance to the Director of Operations who will arrange a hearing with the grieving party and the Union within ten (10) working days with written answer five (5) working days after the hearing.

Step 3. If the aggrieved party or the Union is not satisfied with the answer given by the Director of Operations the aggrieved party or the Union may within ten (10) working days after receipt of the Step 2 answer, or the expiration of the time period for such response, whichever is sooner, submit the grievance to the Superintendent of Schools (or the Board approved designee). The Superintendent (or the Board approved designee) shall respond to the grievance in writing within ten (10) working days.

Step 4. If not satisfied with the answer given by the Superintendent (or the Board approved designee), the Union may, within fifteen (15) working days of receipt of the Superintendent's (or the Board approved designee) response, whichever is sooner, submit the grievance to arbitration by filing a written notice of intent to submit the matter to arbitration with the Director of Human Resources.

The Director of Human Resources shall thereafter have the right to designate either the Connecticut State Board of Mediation and Arbitration, the American Dispute Resolution Center Inc., or the American Arbitration Association to hear the grievance. If the Director of Human Resources wishes to designate the American Arbitration Association or the American Dispute Resolution Center Inc. to hear the grievance, he shall so notify the Union, in writing, within ten (10) working days of receipt of the Union's written notice of intent to submit the matter to arbitration. In the event that the Director of Human Resources does not so notify the Union within such time period, the Board shall thereby waive its right to select the American Arbitration Association or the American Dispute Resolution Center Inc. to hear the grievance.

Not later than ten (10) working days after receipt of notice from the Director of Human Resources designating the arbitration agency, or, in the event that no such notice is received, within ten (10) working days after the period for providing such notice has expired, the Union shall file for arbitration with the appropriate agency, with a concurrent copy to the Director of Human Resources.

In the event that a grievance is processed to arbitration through the American Arbitration Association or the American Dispute Resolution Center Inc., the Board shall pay the cost of the arbitrator. In the event that a grievance is processed to arbitration through the State Board of Mediation and Arbitration, the cost of the arbitrator(s) shall be borne equally by the Union and the Board.

The decision rendered by the arbitrator shall be final and binding upon all parties as provided by law. The arbitrator shall be bound by and shall apply only the terms of this Agreement and shall not in any respect add to, delete from or modify such terms.

- B. Nothing herein shall be construed as prohibiting an aggrieved party from handling his own grievance if he so desires, but no agreement shall be made that is contrary to any terms of the Agreement. The Union has the right to attend and participate at any step of the procedure. Notwithstanding the foregoing, an employee shall not have the right to pursue a grievance to arbitration; only the Union shall have the right to pursue a grievance to arbitration.
- C. The Employer shall allow the aggrieved employee(s) and a Union Representative or Officer the necessary time off without loss of pay to resolve any such grievance(s) in accordance with those procedures as set forth in A. Step I through 4 but in no case will the board pay for any time other than lost time within the work schedule.
- D. If a grievance in writing is not filed with the Director of Food Services within the time limit set forth in Step I above, then the grievance shall be considered to have been waived. Failure by the grievant at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level, unless the parties mutually agree in writing to extend the specified time limits.

An employee may, if any representative of the Board of Education fails to render his/her decision within the specified time limits, process his/her grievance to the next higher level.

ARTICLE XI

HOLIDAYS

Employees will be granted pay in the amount of their average daily wage for the following days, provided that school is not in session on such days:

Labor Day	Christmas Day	Good Friday
Columbus Day	New Year's Day	Memorial Day
Thanksgiving Day	Presidents' Day	

In the event that school is in session on any of the holidays set forth above, the Board will provide

a floating holiday in lieu of the holiday. In order to qualify for holiday pay, the employee must work the day before, and the day after the holiday or be on sick leave or bereavement leave during the relevant time period.

ARTICLE XII

UNIFORM ALLOWANCE

A uniform allowance of \$300.00 is payable September 1" of each year.

The annual amount shall be prorated for employees hired after the start of the school year. The uniform allowance payments shall be subject to withholding for all applicable deductions.

ARTICLE XIII

NO STRIKE AND NO LOCKOUT

The Board agrees that there will no lockout of any employee during the life of this Agreement, or any extension thereof. The Union agrees that it will not call, authorize, instigate, sanction or condone any strike, slowdown or stoppage of work during the life of this Agreement or any extension thereof.

ARTICLE XIV

PERSONNEL FILES

Employees may review the contents of their personnel files by contacting the Director of Human Resources. Employees shall have the right to file a written response to any disciplinary document. Such responses shall be maintained in the employee's personnel file. If an employee does not receive a copy of a document constituting disciplinary action, the document shall not be used in future disciplinary proceedings regarding the employee.

ARTICLE XV

MISCELLANEOUS

- A. The Board will provide each employee with an electronic or hard copy of this Agreement within thirty (30) days after its signing.
- B. New employees will be provided an electronic or hard copy of this Agreement at the time of hire.
- C. The Board will provide employees with the applicable insurance plan information upon request.

- D. The Board will continue to pay for State mandated classes and/or courses. All employees shall possess required Federal, State and Local certifications, including but not limited to, Sanitation Certification.

ARTICLE XVI
SALARIES AND CLASSIFICATION/LONGEVITY

Step plus 2.25% GWI on July 1 of each contract year.

2021-2022 - 2.25% GWI

effective and retroactive to 7/1/21

	<u>Starting</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Food Service Worker	\$14.67	\$16.45	\$17.73	\$18.76
Elementary Asst Cook Mgr.	\$15.73	\$17.47	\$18.75	\$19.91
BHS & McGee Asst Cook Mgr.	\$16.45	\$18.19	\$19.44	\$20.63

2022-2023 - 2.25% GWI

	<u>Starting</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Food Service Worker	\$15.00	\$16.82	\$18.13	\$19.19
Elementary Asst Cook Mgr.	\$16.08	\$17.87	\$19.17	\$20.36
BHS & McGee Asst Cook Mgr.	\$16.82	\$18.60	\$19.88	\$21.10

2023-2024 - 2.25% GWI

	<u>Starting</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Food Service Worker	\$15.34	\$17.20	\$18.54	\$19.62
Elementary Asst Cook Mgr.	\$16.44	\$18.27	\$19.61	\$20.81
BHS & McGee Asst Cook Mgr.	\$17.20	\$19.02	\$20.32	\$21.57

Direct Deposit

All employees will be paid by direct deposit.

Starting Rates and Probation

Effective July 1, 2021, the starting pay rate is shown above in the “starting” column. After new hires complete a 90 (ninety) calendar-day probation period, the member shall move to the Step 1 rate. . Thereafter, each employee who is not on the maximum step shall advance one step on the employee's anniversary date. Once an employee has reached the top step, she/he shall receive the negotiated general wage increase (GWI) each July 1st.

Longevity

All longevity checks shall be payable in full on December 1 of each year.

Years of Service

5 years but less than 10	=	\$125.00
10 years but less than 15	=	\$175.00
15 years but less than 20	=	\$225.00
20 years and over	=	\$275 .00

Only unit members employed by the Board of Education on or prior to June 30, 2004. shall be eligible for longevity payments.

ARTICLE XVII **COMPLETE AGREEMENT**

It is understood and agreed that this Agreement contains the complete agreement of the parties, and that it may be amended or altered only by mutual agreement in writing signed by the parties. The Board and the Union agree that each had a full opportunity to raise issues, and that all matters to be included in the Agreement have been presented, discussed and incorporated herein or rejected. Accordingly, it is agreed that for the life of this Agreement each party voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, whether or not referred to in this Agreement.

ARTICLE XVIII **SAVINGS CLAUSE**

If any section, sentence, clause or phrase of the Agreement shall be held for any reason to be inoperative, void or invalid, it shall be severed from the Agreement and the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof or provisions herein shall become inoperative or fail by reason of the invalidity of any other portion or provisions and the parties do hereby declare that they would have severally approved of and adopted the provisions contained herein, separately and apart from the other.

ARTICLE XIX **DISCIPLINARY ACTION**

- A. No employee shall be discharged or otherwise disciplined except for just cause.
- B. Disciplinary action administered by the Board shall normally be in the following order

except in cases of serious misconduct. Cases of serious misconduct include, but are not limited to, the following situations: fighting, sale and/or possession of drugs on school property, stealing school property or improper conduct with a student.

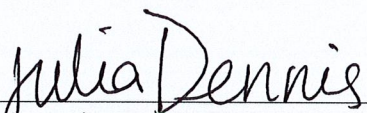
1. Verbal warning
2. Written warning
3. Suspension with or without pay
4. Discharge

ARTICLE XX
DURATION


- A. The provisions of this contract shall be effective upon ratification and approval. This contract shall continue and remain in full force and effect up to and including June 30, 2024, and shall remain in effect until a successor contract is reached.
- B. If either the Board or the Union desires to meet for the purpose of negotiating changes or modifications in the provisions of this Agreement, either shall give written notice to the other by certified or registered mail not less than one hundred and twenty (120) days prior to this expiration of this Agreement.

BERLIN BOARD OF EDUCATION

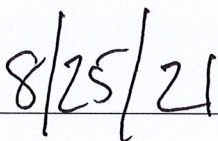
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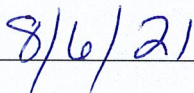
Julia Dennis, Board President



Kevin Boyle, Jr., UPSEU President



Date



Date