

**AGREEMENT**

**between**

**Darien Board of Education**

**-and-**

**Darien Cafeteria Workers' Union  
United Public Service Employees Union**

**EXPIRES June 30, 2019**

March , 2017  
5207176v3

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~~2016~~ <sup>2017</sup> THIS AGREEMENT is made and entered into this 7th day of March 2016, by and between THE DARIEN BOARD OF EDUCATION (hereinafter the "Board"), and the DARIEN CAFETERIA WORKERS' UNION, UNITED PUBLIC SERVICE EMPLOYEES UNION (UPSEU), INTERNATIONAL UNION OF JOURNEYMEN & ALLIED TRADES (hereinafter the "Union").

## **ARTICLE I** **RECOGNITION**

**SECTION 1.1. REPRESENTATION OF UNIT.** Pursuant to the Agreement For Consent Election, dated February 8, 2016, in Case No. ME-31,973 and the Decision and Certification of Representative issued by the Connecticut State Board of Labor Relations in Decision No. 4873, dated March 2, 2016, the Board hereby recognizes the Union as the exclusive collective bargaining representative for all its regular full-time hourly Employees in the following positions: General Worker; General Worker/Cook; Cashier; and Elementary School Cook/Managers, including the two part-time General Worker positions in the existing unit but excluding all other part-time employees.

**SECTION 1.2. EXCLUDED.** All other Employees of the Board are excluded from the bargaining unit and are not represented by the Union or covered by the provisions of this Agreement.

### **SECTION 1.3. DEFINITIONS:**

**1.3.1.** The terms "**Employee**" and "**Employees**" as used in this Agreement will refer only to Employees of the Board who are included in the bargaining unit set forth in Section 1.1 above.

**1.3.2.1.** "**Regular Full-time Employees**" are those regularly assigned to work at least six (6) hours on each regular workday throughout the regular work year.

**1.3.2.2.** "**Part-Time Employees**" are those regularly assigned to work less than six (6) hours on each regular workday throughout the regular work year.

**1.3.3.** The term "**Director**" as used in this Agreement is hereby defined to mean the **Board's** Director of Food Services.

**1.3.4.** The term "**Director of Finance**" as used in this Agreement is hereby defined to mean the Board's Director of Finance.

**SECTION 1.4.1. CONDITIONS OF EMPLOYMENT.** Each Employee shall, within thirty (30) days after the effective date of this Agreement or thirty (30) days after beginning employment in this unit, which ever is later, as a

condition of continued employment either (a) join the Union and pay the regular dues uniformly required for Union membership or (b) not join the Union and pay a service fee to the Union not greater than the amount of dues uniformly required of members of the Union, subject to limitations and restrictions of applicable law.

**1.4.2. CHECK-OFF.** Each pay period, the Board agrees to deduct from each such Employee who is on the payroll, Union dues or service fees in the amount certified by Local 1303, as the case may be. All dues and service fees so collected, together with a report showing the name of each Employee and the amount deducted, shall be remitted each month to the Treasurer of Local 1303. Notice of increases in the regular dues of the Union or in the annual service fees, or both, must be given to the Board at least sixty (60) days in advance of any increased deduction.

**SECTION 1.5. INDEMNIFICATION.** The Union will indemnify and hold the Board harmless against any and all expenses, liability, suits or claims which arise out of this Article and/or the Board's compliance with the above check-off requirement.

## **ARTICLE II BOARD RIGHTS**

The Board shall continue to have the exclusive right, power and authority to exercise all the rights and privileges related to the management of the schools and direction of its Employees which it had the right, power and authority to exercise prior to the negotiation and execution of this Agreement, except as, and only to the extent that, such rights, powers and authority are specifically limited by the specific provisions expressed in this Agreement.

## **ARTICLE III HOURS OF WORK**

**SECTION 3.1.1. REGULAR WORK YEAR/DAY.** The regular work year for Employees consists of all school days provided for by the Board's calendar on which cafeteria services are required, plus one regular workday before the school year begins and one regular workday after the school year ends and those staff development days on which cafeteria services and/or staff training sessions are scheduled, but shall not include days or school days when cafeteria services or training sessions are not scheduled. A regular workday consists of at least six (6) hours of work.

**3.1.2. REGULAR WORK SCHEDULES.** The Director shall notify each Employee of his or her regular work assignment and schedule prior to the start of each regular work year. In the event the Director decides to change an Employee's regular work schedule on a regular basis, the Director shall provide the Employee with no less than two (2) week's advance notice of such

change, whenever practicable. Employees shall be required to work in excess of their regularly scheduled hours as assigned.

**SECTION 3.2. LIMITATIONS.** The amount of work that any Employee may perform shall not be restricted by the Union or any of its representatives. Nothing herein shall be construed as a guarantee of work or of a particular work schedule. The Board will not reduce an Employee's regular hours solely (a) for the purpose of rendering the Employee ineligible for group insurance benefits, or (b) as a form of discipline.

**ARTICLE IV**  
**WAGES AND RATES OF PAY**

**SECTION 4.1.1. REGULAR RATES.** The regular straight-time hourly rates for positions covered by this Agreement are set forth in **Appendix A**, which is appended to and made a part of this Agreement. The hourly rate schedules shall reflect an annual general wage increase as follows:

Retroactive to July 1, 2016	2.00%
July 1, 2017	2.00%
July 1, 2018	2.25%

An Employee shall be paid at his or her regular straight-time hourly rate of pay for time he or she works, as assigned, up to forty (40) hours in a payroll week.

**4.1.2. TEMPORARY RATES.** Any Employee who works in a higher classification on a temporary basis for a period of more than five (5) consecutive days pursuant to an assignment by the Director will be paid at the regular straight-time hourly rate for such higher classification for each hour the Employee so works in such classification as assigned, retroactive to the first day of such assignment.

**SECTION 4.2.1. OVERTIME RATE.** An Employee shall be paid at a rate equal to one and one-half (1½) times his or her regular straight-time hourly rate set forth on Appendix A for time he or she works, as assigned, in excess of eight (8) hours on a shift or forty (40) hours in a payroll week, and for time he or she works on Saturday or Sunday, as such, subject to the catering provisions set forth in Section 4.2.2.

**4.2.2. CATERING RATES.** Notwithstanding any other provision of this Agreement, catering work consisting of work outside the Employees' respective regular work schedules for outside organizations which reimburse the Board for such services shall be deemed overtime work regardless of the number of hours the Employees have worked in that payroll week, and Employees who perform such work as assigned shall be paid at their respective

overtime rates (one and one-half times their respective regular straight-time hourly rates) or \$15.00 per hour, whichever is higher.

**4.2.3. NO PYRAMIDING.** There shall be no pyramiding of overtime or catering pay.

**SECTION 4.3.1. DELAYED OPENINGS/EARLY DISMISSALS.** On days on which school opening is delayed or the school day is shortened by early dismissal, regular full-time Employees will be provided their normal hours of work or pay.

**4.3.2. SCHOOL CLOSINGS.** On days when schools are closed due to the weather, power outages or other conditions beyond the Employer's control, Employees will be required to make up the lost work time when the day is rescheduled.

**4.3.3. ANNOUNCEMENTS.** School closings and delayed openings will be announced on local radio and television broadcasts.

**SECTION 4.4. TRAVEL REIMBURSEMENT.** An Employee required to use his or her automobile for the Board's purposes shall be reimbursed for such use at the approved IRS rate for mileage.

**SECTION 4.5. UNIFORMS.** The Board will continue to provide uniform items in accordance with its established practice in effect prior to the effective date of this Agreement.

**SECTION 4.6. CLOTHING ALLOWANCE.** The Board will reimburse each Employee a maximum of \$125.00 per year for the purchase of uniform pants and work shoes. Starting July 1, 2016, the Board will reimburse each Employee a maximum of \$200.00 per year for the purchase of uniform pants and work shoes.

**SECTION 4.7. SANITARY CERTIFICATION.** All cafeteria staff, who handle or serve food, are required to hold a State of Connecticut Certification for Food Service Safety and Sanitation. Those individuals obtaining certification or recertification shall be paid their regular hourly rate for the time they spend obtaining their certification or recertification, provided that no employee shall be paid for any time spent obtaining their certification or recertification that exceeds the hours of training normally required for such purposes (e.g., for time spent repeating training, courses, and/or exams).

**SECTION 4.8.** The Board and the Union agree to meet formally twice a school year during 2013-14 and 2014-15 regarding staffing concerns.

**ARTICLE V**  
**SENIORITY**

**SECTION 5.1. DEFINITION.** "Seniority" is defined as the length of an Employee's continuous service in a position covered by this Agreement measured from the Employee's most recent date of hire. A seniority list shall be maintained in the Board's personnel office.

**SECTION 5.2.1. PROBATIONARY PERIOD/NEW HIRE.** A newly hired Employee will be on probation for his or her first ninety (90) days actually worked in a position covered by this Agreement, during which time the Employee shall not be permitted to exercise seniority for any reason, and may be disciplined or terminated for any reason, without recourse to the grievance and arbitration procedure set forth in this Agreement.

**5.2.2. PROBATIONARY PERIOD/PROMOTION.** An Employee promoted to a higher paying position in the bargaining unit shall be on probation for the first ninety (90) days he or she actually works in such position, during which time the Director may, at his or her discretion, return him or her to the lower paying position from which he or she was promoted, or to a position with an equivalent rate of pay, without recourse to the grievance and arbitration procedure set forth in this Agreement.

**SECTION 5.3. LOSS OF SENIORITY.** Seniority shall be lost and continuous employment terminated by any of the following occurrences:

- a. resignation;
- b. discharge for just cause or other involuntary termination of employment;
- c. disability which is not job related and which continues for more than one (1) year;
- d. obtaining a leave by false or misleading statements; and
- e. utilizing an approved leave for purposes other than the purposes for which it was approved.

**SECTION 5.4. LAYOFF.** In the event the Board decides to reduce the number of Employees in the bargaining unit by layoff, the Board shall determine the classifications in which the layoffs will occur. Within the classifications to be reduced, the least senior Employee or Employees will be laid off first, provided the more senior Employees in that classification are qualified, in the judgment of the Director, to perform the work remaining after the layoff. An Employee laid off shall have the option of displacing a junior employee who is



the least senior in a lower paid classification, provided the Employee laid off has demonstrated, to the satisfaction of the Director, the ability, without further training, to do the full scope of the work that will be required after the layoff.

**SECTION 5.5. JOB POSTING.** In the event a vacancy in a bargaining unit position becomes available on a regular basis during the regular work year, the Director shall post the vacancy in each cafeteria for at least three (3) days prior to filling it on a regular basis. Employees who wish to apply for a posted vacancy must apply in writing in accordance with the instructions on the posting. The Director will consider Employee applicants before considering non-Employee applicants. Nothing herein shall be construed to prohibit the Director from filling any vacancy on a temporary basis from any source or from transferring Employees. As used in this Agreement, "temporary" means the opposite of "indefinite", and includes assignments for defined periods of time (i.e., "until Jean returns from leave," or "for "X days" or until "Y" occurs) as opposed to assignments for undefined periods of time (i.e., "on a regular basis").

## **ARTICLE VI** **INSURANCE PROGRAM**

**SECTION 6.1. MEDICAL PLAN.** The Board will make comprehensive group hospitalization and medical coverage, as described herein, available during the term of this Agreement to each eligible Employee who applies for it and to his or her eligible dependants. Covered services will be made available at a level that is substantially equivalent to the level of covered services available under the medical plan in effect as of the effective date of this Agreement (the "Medical Plan"), subject to the terms and conditions set forth in the Medical Plan and in this Article. To be eligible for such coverage, an Employee must be a regular full-time or regular part-time Employee regularly assigned to and working a regular schedule of at least four (4) hours a day, five (5) days per week, and have successfully completed his or her probationary period of employment.

**SECTION 6.2. DENTAL PLAN.** The Board will make comprehensive group dental insurance coverage available during the term of this Agreement to each eligible Employee who applies for it and to his or her eligible dependants. To be eligible for such coverage, an Employee must be a regular full-time or regular part-time Employee regularly assigned to and working a schedule of at least four (4) hours a day, five (5) days per week, and have successfully completed his or her probationary period of employment. Covered services will be made available at a level that is substantially equivalent to the level of covered services available under the dental plan in effect as of the effective date of this Agreement (the "Dental Plan"), subject to the terms and conditions set forth in the Dental Plan and in this Article.

**SECTION 6.3. HIGH DEDUCTIBLE HEALTH PLAN/HEALTH SAVINGS ACCOUNT PLAN.** The Board of Education will offer a High Deductible Health Plan/Health Savings Account (“HDHP/HSA”) Plan as the exclusive medical plan. The HDHP/HSA shall include the following deductibles during the term of this Agreement:

Single Coverage	\$2,000
Two Person Coverage	\$2,000
Family Coverage	\$4,000

The Board shall fund fifty percent (50%) of the HDHP/HSA deductible during the first week of July during each year of this contract.

Prescription drugs will be treated as any other expense until the applicable deductible level is reached. After the deductible level is reached, the following retail co-payments for prescription drugs shall apply for retail:

Generic	\$5 (\$10 when permitted by law)
Formulary	\$35
Non-Formulary	\$40

The cost for Mail Order is 2x the retail co-payment cost.

Payments after deductible covered at one hundred percent (100%) in network and seventy percent (70%) out of network.

If an employee is precluded from fully participating in the Health Savings Account because he or she does not meet the minimum requirements of federal tax laws and/or regulations, the Board shall provide the employee with access to a Health Reimbursement Account (HRA). The Board’s annual contribution to the HRA shall not exceed its annual contribution to the HSA, based on the employee’s coverage.

**SECTION 6.4.1. MEANS OF PROVIDING COVERAGE AND TERMS.**

The Board may self-insure the Medical and/or Dental Plan in whole or in part or, upon termination of an insurance contract with any carrier, may enter into an insurance contract with the same or a different carrier to provide covered services at a level substantially equivalent to the level of covered services in effect as of the effective date of this Agreement. The Board will provide the Association with as much advance notice as practicable of its plan to change the means by which it provides such covered service or to self-insure, which, under normal circumstances, shall be not less than sixty (60) days in advance.

**6.4.2. COST CONTAINMENT.** Covered individuals must comply with any and all of the requirements set forth in the Medical and/or Dental Plans, an available alternate plan to which the Employee subscribes

and/or by the care/service provider concerning pre-certification, pre-admission testing, utilization review, second opinions and other such cost control and utilization monitoring provisions.

**6.4.3. COSTS OF COVERAGE.** The Board and each covered Employee will share the cost of the Medical Plan and Dental Plan coverage, as described above, that the Employee elects for him- or herself and his or her dependants from among the coverage that the Board makes available, as described below. Eligible regular full-time employees who are regularly assigned to and work a regular schedule of at least six (6) hours per day, five (5) days per week, may select coverage. Each eligible full-time Employee who desires any of the coverage specified above will pay the remaining balance of the cost for the coverage he or she selects. The Board shall pay a *pro rated* portion of its premium obligation for providing coverage for eligible part-time Employees.

<u>EFFECTIVE DATE.</u>	<u>BOARD'S PREMIUM SHARE.</u>
<u>July 1, 2016</u>	<u>Eighty-four percent (84%)</u>
<u>July 1, 2017</u>	<u>Eighty-three percent (83%)</u>
<u>July 1, 2018</u>	<u>Eighty-two percent (82%)</u>

Eligible Employees who elect coverage for their dependents from the coverage that the Board makes available, will pay twenty percent (20%) of the premium difference between single and two person or family coverage in 2016-2017. In 2017-2018 and 2018-2019, eligible Employees shall pay the same rate for two person or family coverage as they pay for individual coverage, as set forth above.

**6.4.4. CHOICE OF PRIMARY CARRIER.** The Board shall have the sole discretion to choose its primary carrier, to change carriers and/or to self-insure in whole or in part, provided that the level of covered services is not significantly diminished.

**SECTION 6.5. LIFE INSURANCE.** The Board shall provide group term life insurance coverage in the face amount of one and one-half (1 ½) times the Employee's annualized regular straight-time hourly rate for each eligible regular full-time Employee working a regular schedule of at least six (6) hours a day, five (5) days per week, who has successfully completed at least six (6) consecutive months worked on such a schedule, at no cost to the Employee.

**SECTION 6.6. ELIGIBILITY AND DISPUTES RELATING TO BENEFITS.** Eligibility for benefits shall be determined exclusively in accordance with the provisions of the respective insurance contracts acquired

by the Board to provide covered services, and any dispute relating to eligibility for or the amount of covered services or benefits in any individual case shall be processed by the Employee directly with the respective insurance carrier and shall not subject the Board to any claim in any forum. In no event shall the Board be considered to be an insurer or a guarantor of any covered services or benefits.

**SECTION 6.7.** The Board of Education shall provide a vision plan.

**SECTION 6.8.** Employees not taking medical benefits but eligible for Medicare who were employed by the Board of Education as of December 31, 2016 will receive an annual stipend of \$1,600 each year of the contract. Employees enrolled in the Board of Education's insurance plan as of June 30, 2014 who elect not to participate in such insurance plan after July 1, 2014, shall receive an annual stipend of \$2,000 during each year of this contract.

**SECTION 6.9. REOPENER.** The Patient Protection and Affordable Care Act ([ACA; P.L. 111-148], as amended, inter alia, by the Consolidated Appropriations Act of 2016 [P.L. 114-113]) ("PPACA") has set forth and codified under the Internal Revenue Code (IRC) §4980I the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. The impact of the excise tax is scheduled to take effect in 2020. Should any Federal statute or regulation pertaining to IRC §4980I be mandated to take effect during the term of this Agreement, triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, and/or if there is any material amendment to the PPACA that would substantially increase the cost of the medical insurance plans offered herein, the parties agree to commence mid-term negotiations in accordance with the Municipal Employee Relations Act (MERA), Conn. Gen. Stat. Section 7-467 et seq. During such mid-term negotiations, the parties will reopen Article VI for the purpose of addressing the impact of the excise tax. No other provision of the contract shall be reopened during such mid-term negotiations.

## **ARTICLE VII** **RETIREMENT PLAN**

Each eligible Employee shall, following successful completion of one (1) month worked as a regular full-time or regular part-time Employee, have the option to participate in the Town of Darien Municipal Employees Retirement Plan. Each eligible Employee who elects to participate shall execute written payroll deduction authorization forms within seven (7) days after they are provided by the Board. Eligibility to participate and benefits issues will be determined under the provisions and regulations of the Darien Municipal Employees Retirement Plan, and disputes concerning eligibility, benefits and other matters relating to retirement shall not be subject to the Grievance and

Arbitration procedures set forth in this Agreement, but shall be processed instead according to the Rules of the Plan.

## **ARTICLE VIII AUTHORIZED LEAVES**

**SECTION 8.1.1. SICK DAYS.** A "sick day" is defined as a day on which the Employee is too sick to report to work and for which the Employee is therefore excused from work without loss of regular pay. "Sick" includes illness, injury or any other physically or mentally disabling condition, including, but not limited to, pregnancy related disabilities. "Regular pay" is the pay the Employee would have received for the day of absence had he or she been scheduled and able to work, measured at the Employee's regular straight-time hourly rate for the number of regular hours the Employee would have been scheduled to work that day. As used herein, the term "mentally disabling condition" is defined as a serious health condition requiring treatment by a licensed professional health care provider.

**8.1.2. SICK DAY ACCRUAL.** Beginning with the day he or she starts employment in a bargaining unit position, each Employee will earn one and one-quarter (1.25) sick days for each full month he or she works in a bargaining unit position for the first nine months of a regular work year, and three-quarters (.75) of a sick day for the tenth month of a regular work year, up to a maximum of twelve (12) sick days in a regular work year; and each Employee may accumulate up to a maximum of one hundred and forty (140) earned but unused sick days.

**8.1.3. SICK DAY USE.** To be eligible to use a sick day, the Employee must have successfully completed his or her probationary period of employment and must notify his or her supervisor, prior to his or her scheduled reporting time, that he or she is too sick to come to work and provide the supervisor with an estimated duration of the absence. The Director will continue to have the right to verify the legitimacy of any absence, including, but not limited to, requiring a medical certificate, and the Employee will cooperate in providing such verification, provided the Director will normally not require a medical certificate until the Employee has been absent for three (3) consecutive days or the Director has reasonable grounds for questioning the reason given for the absence, including but not limited to, a pattern of absences. A Medical Certificate may be required for sick days taken before or after a holiday or school vacation period.

**SECTION 8.2. HOLIDAY.** Beginning July 1, 2010, each Employee will receive one floating holiday each school year. To reduce the impact of work coverage no more than three employees will be permitted to take the same day as a floating holiday.

### **SECTION 8.3.1. PERSONAL LEAVE.**

a. Each Employee who has successfully completed his or her probationary period of employment may, in each regular work year, take up to a maximum total of five (5) days off without loss of his or her regular pay for each such day ("Personal Leave") for the following reason(s):

1. Death in the Employee's immediate family (parent, child or step-child, spouse, parent-in-law, grandparent, grandchild, brother or sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law or partner);

2. Serious illness of members of the Employee's immediate family for whose care the Employee is responsible (spouse, child);

3. Legal obligations which cannot be handled outside regular working hours; or

4. Other justifiable reasons.

b. All requests for personal leave shall be made to the Director and forwarded to the Director of Finance, and shall include the reason for the request.

c. None of the personal days provided for in this Article shall be used for reasons other than discharging compelling personal obligations which cannot be discharged outside regular working hours.

**8.3.2. EXTENSION OF PERSONAL LEAVE.** The Director of Finance may, upon request, in his or her discretion, grant additional leave with or without loss of pay beyond the aforesaid five (5) personal leave days provided for in Section 8.3.1 hereof in cases where he or she considers the need for such additional time to be based on extreme circumstances.

### **SECTION 8.4. UNPAID LEAVES.**

a. An Employee may request a leave of absence without pay for a period of illness or medical disability which extends beyond his or her unused accumulated sick leave, or for compelling personal reasons which extend beyond his or her unused personal leave, provided the request for such a leave of absence is submitted in writing to the Director and includes a statement of the reason for the requested leave.

b. Such a leave may be granted or denied at the sole discretion of the Director of Finance.

c. Leaves granted pursuant to this Section shall not exceed fifty (50) regular workdays.

d. Any Employee who returns within the specified leave period shall not suffer a break in his or her continuous service but shall not earn sick leave or vacation time.

e. Upon return to work within the specified leave period, said Employee shall be reinstated in his or her former position, if the position is still available, or in a substantially equivalent position for which the Employee is qualified.

f. In the event a conflict exists between subsections (a)-(e) of this Section and the federal Family and Medical Leave Act of 1993 ("**FMLA**"), the FMLA shall control, but in no case will the level of benefits under this Agreement be diminished.

g. Decisions of the Director regarding leave requests shall not be subject to the Grievance and Arbitration Procedure set forth in this Agreement.

**SECTION 8.5. STATUTORILY MANDATED LEAVES.** Each Employee will be permitted to be absent from work for reasons mandated by state and federal law, such as family and medical leave, jury duty and military duty. Claims that the Board or any of its agents violated any of such mandates shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

**SECTION 8.6. APPLICATION.** Any leave or time off provided for under this Agreement will also be counted toward satisfying any statutorily mandated leaves of absence, including, but not limited to, the federal FMLA. Employees must substitute their unused sick and personal leave time for the first part of any leave taken under the FMLA. Any FMLA leave time remaining after such paid time is exhausted will be unpaid. Substitution of such paid leave time will not increase the amount of FMLA leave available.

## **ARTICLE IX**

### **WORKERS' COMPENSATION**

Any Employee absent from work due to a compensable injury (i.e., an injury for which the Employee has filed for and is eligible to receive Workers' Compensation benefits) shall have his or her unused accumulated sick leave applied on a one-to-one basis to each day of such absence for which the Employee receives no workers' compensation income replacement benefits and on a *pro rata* basis for each day of such absence for which the Employee does receive workers' compensation income replacement benefits, until the Employee returns to work. The amount an Employee receives in daily sick leave pay will,

when added to the *per diem* benefit the Employee receives as a workers' compensation income replacement benefit, equal only that amount necessary to make the Employee whole for loss of a regular day's pay (net pay after normal payroll deductions are made) due to the injury. For example, if workers' compensation benefits would account for two-thirds of the Employee's net daily pay prior to the injury, then the Employee's unused accumulated sick leave would be charged at the rate of one-third sick leave day for each full day of such absence. Nothing herein shall prevent the Board from implementing a managed care system and a "light duty" requirement in connection with its Workers' Compensation coverage.

Such supplement shall end after twelve (12) months, after which time an affected Employee shall only receive any Workers' Compensation pay.

## **ARTICLE X** **DISCIPLINE**

No Employee who has successfully completed his or her probationary period of employment (a "non-probationary Employee") shall thereafter be discharged or disciplined without just cause, provided that only cases of discharge and disciplinary suspensions without pay may be processed to arbitration. Disciplinary warnings (verbal or written) issued to a non-probationary Employee may be the subject of a grievance but shall not be processed beyond Step 2 of the grievance procedure. Any non-probationary Employee who disputes a written warning may append to the warning a copy of his or her grievance and a statement setting forth the basis for his or her disagreement with it, provided that nothing in this Section will preclude a non-probationary Employee from challenging at an arbitration hearing over his or her disciplinary suspension or discharge prior disciplinary warnings that are used by the Board to support such suspension or discharge.

## **ARTICLE XI** **NEW EMPLOYEES**

**SECTION 11.1.1. DOCUMENTS PROVIDED TO EMPLOYEE.** At the time of hire, the Personnel Office shall advise new Employees that they are represented by the Union for the purpose of collective bargaining and provide them with the following information:

- a. Medical coverage for which they are eligible to apply;
- b. Amount of life insurance;
- c. Information about the Retirement Plan; and
- d. Job description, to the extent such description exists.



**11.1.2. DOCUMENTS PROVIDED TO UNION.** At the time of hire, the President of the Union, or his or her designated representative, shall be provided with the following information pertaining to new Employees: job title, date of hire, classification and rate of pay.

**ARTICLE XII**  
**WORK CONTINUITY**

The Union and each Employee agree that, for the duration of this Agreement, there will be no strike, work stoppage, slowdown, curtailment, interference with or restriction of work or refusal to cross any picket line, whether lawful or unlawful. The Board agrees not to lock out its Employees.

**ARTICLE XIII**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

**SECTION 13.1. DEFINITIONS:**

**13.1.1.** A "Grievance" is hereby defined as any written claim by an Employee or group of Employees that the Board or the Superintendent (or Superintendent's designee), or the Director (or his/her designee), violated, misinterpreted, or misapplied a specific provision expressed in this Agreement. Each Grievance must set forth a brief statement of the event that gave rise to the Grievance and the Article and Section of this Agreement allegedly violated or misapplied.

**13.1.2.** "Grievant" is hereby defined as the Employee or group of Employees who file(s) a Grievance.

**13.1.3.** A "Day" is hereby defined as a regular workday.

**SECTION 13.2. PROCEDURE:** The exclusive forum for Processing Grievances shall be this Grievance and Arbitration Procedure, which shall be applied as follows:

**Step 1. Director:**

1. Grievant must, by the end of the fifth (5th) day following the event that gave rise to the Grievance, submit the Grievance to the Director.
2. Within five (5) days following receipt of the Grievance, the Director and the Grievant shall discuss the Grievance in an attempt to resolve the Grievance.

**Step 2. Director of Human Resources:**

1. If the Grievant is not satisfied with the decision at Step 1, or the time limit for the Step 1 discussion has expired, he/she may submit the Grievance to the Director of Human Resources, but Grievant must do so within five (5) days after the Step 1 discussion, or within five (5) days after the time for the Step 1 discussion has expired, whichever is earlier.
2. At the request of the Union's Staff Representative, the Director of Human Resources shall, within five (5) days after receipt of the Grievance, meet with the Grievant and the Union's Staff Representative, with or without the Steward, in an effort to resolve the Grievance.
3. The Director of Human Resources shall send his/her decision to the Grievant within five (5) days after the meeting with the Grievant and his/her Union Staff Representative, and a copy of the decision to the Union.

**Step 3. Superintendent:**

1. If the Grievant is not satisfied with the decision at Step 2, or if no decision has been rendered within five (5) days after his/her meeting with the Director of Human Resources, he/she may submit the Grievance to the Superintendent, but the Grievant must do so within five (5) days after receipt of the decision at Step 2, or absent such decision, within five (5) days following the expiration of the time for rendering such decision.
2. At the request of the Union's Staff Representative, the Superintendent shall, within five (5) days after receipt of the Grievance, meet with the Grievant and the Union's Staff Representative, with or without the Steward, in an effort to resolve the Grievance.
3. The Superintendent shall send his/her decision to the Grievant within five (5) days after the meeting with the Grievant and his/her Union Staff Representative, and a copy of the decision to the Union.

**Step 4. Arbitration:** If the Grievance is not resolved at Step 3, and the Union wishes to proceed further, the Union must file a Demand for Arbitration with the American Arbitration Association (AAA) in accordance with

its Voluntary Rules for Labor Arbitration then subsisting, subject to the following terms and conditions:

(1) The Grievance must arise out of and involve the interpretation or application of a specific provision expressed in this Agreement and will not be arbitrable if it claims a right, benefit or obligation not expressly set forth in a specific provision of this Agreement.

(2) The Demand for Arbitration must be made in writing by certified mail, return receipt requested, with a copy to the Director of Human Resources, postmarked within the twenty (20) calendar days immediately following the Grievant's receipt of the Superintendent's response at Step Three, or absent such response, within twenty (20) calendar days following the expiration of the time for providing such response.

(3) The Arbitration must be in accordance with the American Arbitration Association's Voluntary Rules for Labor Arbitration in existence at the time the Demand for Arbitration is filed.

(4) The Demand for Arbitration must be limited to the same Grievance submitted to the Director of Human Resources at Step 2.

(5) The Arbitrator's authority will be limited to determining whether, by the allegations contained in the Grievance, the Board violated or misapplied the specific provision expressed in this Agreement as alleged in the Grievance. The Arbitrator will have authority to render appropriate "make whole" awards consistent with the provisions of this Agreement and other applicable rules governing the arbitrator's conduct and authority.

(6) The decision of the Arbitrator will be final and binding, subject to the right of either party to have the award confirmed, vacated or modified according to law.

(7) The cost of the Arbitrator's fees and hearing room rental, if any, will be shared equally by the Board and the Union, but each party will bear the cost of its own representatives, transcripts and other items.

(8) Grievances must be filed for arbitration separately, and an Arbitrator may not hear multiple Grievances unless the Director of Human Resources and the Union agree in writing to allow the Arbitrator to do so.

(9) Only the Union will have the authority to submit a Grievance to Arbitration.

**SECTION 13.3. TIME LIMITS.** The time limits specified herein are of the essence and may only be extended by mutual written Agreement of the

Director of Human Resources and the Union. Failure to process a Grievance within the time limits provided herein shall be deemed a waiver of such Grievance, and the Grievance shall be considered resolved in accordance with the position of the Board. Failure by the Board representatives to meet or respond to the Grievance within the time limits provided herein shall permit the Grievant or the Union, as appropriate, to process the Grievance to the next Step provided they do so within the time limits set forth herein.

**SECTION 13.4. REPRESENTATION.** Grievant will be permitted to be accompanied by the Union's steward and/or the Union's Business Representative at all grievance meetings and arbitration hearings except at Step 1, where only the Steward will be permitted. Grievances shall not be processed and Grievance meetings or discussions shall not be held during work time without the express prior approval of the Director, although arbitration hearings may be held during work time according to a schedule mutually acceptable to the Director of Finance, the Union and the arbitrator.

**SECTION 13.5. CONFIDENTIALITY.** The Grievance and the Grievance process, including arbitration, shall be kept confidential, to the extent permitted by law.

**SECTION 13.6. SOLE PROCEDURE.** The Grievance procedure contained herein, including arbitration, shall be the exclusive method of resolving Grievances.

**SECTION 13.7. UNION AUTHORITY.** Nothing contained herein shall require the Union to process any Grievance which in its opinion is without merit, and no Employee shall have the right to process a Grievance to arbitration, as such right is reserved exclusively to the Union.

**SECTION 13.8. SETTLEMENTS.** Grievance settlements reached at Step 1 shall not be used as evidence or precedent in any other Grievance, at arbitration or in any other forum.

#### **ARTICLE XIV** **FULL AGREEMENT AND SEPARABILITY**

**SECTION 14.1.** This Agreement sets forth the full and complete Agreement between the Employer and the Union with respect to wages, hours and conditions of employment about which either party bargained or could have bargained under the law prior to and for duration of this Agreement, and it shall supersede any and all prior agreements, arrangements or understandings whether written, verbal or otherwise between the Employer and the Union, on its own behalf or on behalf of the Employees. Accordingly, any matter or subject not specifically set forth in a provision expressed in this Agreement will be deemed to

have been and is hereby satisfactorily adjusted, comprised or waived by the parties for the term of this Agreement.

**SECTION 14.2.** Any provisions of this Agreement judged to be unlawful by a court of competent jurisdiction shall be deemed for all purposes to be null and void, but all other provisions of this Agreement shall continue in full force and effect, except as provided herein, and, in such event, the parties hereto may jointly agree to reopen the Agreement for purposes of negotiating with respect to the provision of this Agreement declared unlawful.

**ARTICLE XV**  
**DURATION**

This Agreement shall become effective on ratification and execution by both the Union and the Board or upon the date of an Interest Arbitration Award, whichever is later, and shall continue in full force and effect without reopening of any kind except as provided in Article VI through June 30, 2019.

**IN WITNESS WHEREOF**, the parties hereto set their hands and seals this 1 day of March, 2017.


FOR DARIEN BOARD OF EDUCATION

BY:   
Michael Harman  
Its Chairman

FOR DARIEN CAFETERIA WORKERS'  
UPSEU

BY:   
Kevin Boyle  
President

  
Daniel Bonfiglio  
Labor Relations Representative

  
Kathy Mehner  
Labor President

**Appendix A**

**MINIMUM REGULAR STRAIGHT-TIME HOURLY RATES  
CAFETERIA EMPLOYEES**

<u>For Fiscal year 2016-2017</u>		<u>Regular</u>	<u>10 Years</u>	<u>15 Years</u>	<u>20 Years</u>
<b>GW/Cook (DHS)</b>		\$22.87	\$23.22	\$23.31	\$23.43
<b>Starting Rate</b>		\$21.54			
<b>GW/Cook (MMS) &amp; Elem Managers</b>		\$21.93	\$22.27	\$22.37	\$22.48
<b>Starting Rate</b>		\$20.60			
<b>General Worker/Cashier</b>		\$18.05	\$18.42	\$18.52	\$18.63
<b>Starting Rate</b>		\$16.33			

<u>For Fiscal year 2017-2018</u>		<u>Regular</u>	<u>10 Years</u>	<u>15 Years</u>	<u>20 Years</u>
<b>GW/Cook (DHS)</b>		\$23.33	\$23.68	\$23.78	\$23.90
<b>Starting Rate</b>		\$21.97			
<b>GW/Cook (MMS) &amp; Elem Managers</b>		\$22.37	\$22.72	\$22.82	\$22.93
<b>Starting Rate</b>		\$21.01			
<b>General Worker/Cashier</b>		\$18.41	\$18.79	\$18.89	\$19.00
<b>Starting Rate</b>		\$16.66			

<u>For Fiscal year 2018-2019</u>		<u>Regular</u>	<u>10 Years</u>	<u>15 Years</u>	<u>20 Years</u>
<b>GW/Cook (DHS)</b>		\$23.85	\$24.21	\$24.32	\$24.44
<b>Starting Rate</b>		\$22.46			
<b>GW/Cook (MMS) &amp; Elem Managers</b>		\$22.87	\$23.23	\$23.33	\$23.45
<b>Starting Rate</b>		\$21.48			
<b>General Worker/Cashier</b>		\$18.82	\$19.21	\$19.32	\$19.43
<b>Starting Rate</b>		\$17.03			

Any employee hired to begin work or promoted to a higher paying classification after the date of this Agreement will be paid at the starting rate in effect as of his or her date of hire or promotion. Upon successful completion of his or her first ninety (90) days worked in the position, his or her regular straight-time hourly rate will be increased to the lowest regular straight-time hourly rate for the classification.

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter "MOU") is made by and between the Darien Board of Education (the "Board") and the United Public Services Union (the "Union").

In the recently concluded negotiations for the Agreement effective July 1, 2016 through June 30, 2019, the parties agreed to the following:

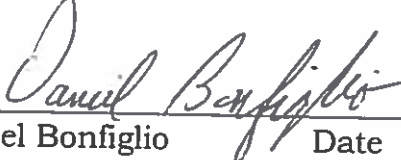
1. Rebecca Smith and Elizabeth Adcock shall continue to work a four-hour day on days when school is in session.
2. Any other terms of the contract to the contrary notwithstanding, Ms. Smith and Ms. Adcock shall be entitled to the benefits under the contract that are available to full-time employees, including health insurance, life insurance, and the option to participate in the Town Pension Plan as set forth in Article VII.
3. These provisions are unique to Ms. Smith and Ms. Adcock respectively and will not apply to other employees who may assume their responsibilities upon their separation from employment.

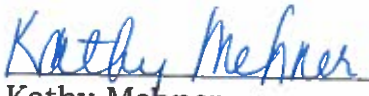
FOR DARIEN BOARD OF EDUCATION

BY:  4/21/17  
Michael Harman Date  
It's Chairman

FOR DARIEN CAFETERIA WORKERS'  
UPSEU

BY:  3/7/17  
Kevin Boyle Date  
President

 3/7/17  
Daniel Bonfiglio Date  
Labor Relations Representative

 4/11/17  
Kathy Mehner Date  
Labor President