

**AGREEMENT BETWEEN THE
SUFFIELD BOARD OF EDUCATION
AND
UE LOCAL 222, CILU #38**

**Effective July 1, 2013
through June 30, 2015**

September 29, 2014

TABLE OF CONTENTS

ARTICLE		PAGE
1	Recognition	1
2	Union Security/Dues, Agency Fees	1
3	Management Rights	5
4	No Strike/No Lockout	5
5	Seniority	5
6	Hours of Work and Overtime	7
7	Grievance Procedure	9
8	Discipline	10
9	Insurance Benefits and Pension	11
10	Holidays	15
11	Sick Leave	15
12	Wages	16
13	Workers' Compensation	17
14	Leave Provisions	18
15	Uniforms	19
16	Job Requirements	20
17	General Provisions	20
18	Duration	22
Appendix A	Insurance Plan Description(s)	23

ARTICLE 1
RECOGNITION

- 1.0 The Board of Education hereby recognizes the Union as the exclusive Collective Bargaining Agent, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the unit consisting of all food service employees employed by the Suffield Board of Education, excluding supervisors and others excluded by the Municipal Employees Relations Act (MERA).

ARTICLE 2
UNION SECURITY/DUES, AGENCY FEES

- 2.0 Payment of either the Agency Fee or Union dues as set forth below shall be a condition of employment.

The Union agrees that it will not request the Employer to discharge or suspend a bargaining unit employee for any reason other than the failure by such employee to remit the agency service fee as provided in Section 2.1, below, or the Union dues and uniform assessments levied against all Union members, and as set forth in this Article. The Union agrees to deliver a notice in writing to the Employer and to the employee when an employee is in default in the payment of his agency service fee or Union dues or assessments. Any such request by the Union that the Employer discharge or suspend such employee because of said default shall not become effective until thirty (30) calendar days have expired from the delivery of such notice to the Employer and to such employee. The tender to the Union of the amount of the delinquency within such thirty (30) day period shall automatically and fully cure the default of such employee and the Union shall, upon receipt of such remittance, promptly notify the Employer thereof. Failure by the employee to cure such default within such time shall be conclusively presumed to be just cause for his immediate dismissal or suspension as so requested by the Union and the Employer forthwith shall take all steps necessary to dismiss or suspend said employee.

- 2.1 Every employee covered by this Agreement must, for the life of this Agreement after the grace period described in Section 2.2 below, satisfy an obligation to the Union as the unit's exclusive bargaining representative. Under this Agreement, employees must choose one of the two ways of satisfying this obligation, as described below. Every employee has the right to make this choice free of interference, restraint, or coercion:

- A. Full Union membership: The employee chooses to join the Union as a full member, is subject to all rights and duties accorded members, and, as a condition of employment, must pay the full initiation fee (if applicable) and

- uniform periodic dues charged by the Union;
- B. Agency Fee payer: The employee does not become a full member of the Union, and thus is not entitled to the full range of rights and duties of Union membership; further, the employee informs the Union that he/she objects to the Union's spending part of the dues and fees collected under this Agreement for activities not germane to its role as the exclusive bargaining representative; this employee must, as a condition of continued employment, pay the percentage of fees and uniform, periodic dues used for activities germane to the Union's status as the unit's exclusive bargaining representative. The Union must provide this employee with information about its expenditures and this employee may challenge the Union's information.
- 2.2 Each employee covered by this Agreement, who is not a full member of the Union on the effective date of this Agreement (or hire date, if applicable), has the right to a "grace period" of twenty-nine days in which to choose his/her status. Thus:
- A. For all employees who are in the unit and are not full Union members on the effective date of this Agreement [or the Agreement's date of execution, whichever is later], their chosen status, and their obligation to pay dues and fees, shall begin on the thirtieth day after the effective date of this Agreement [or the Agreement's date of execution, whichever is later].
- B. For all new employees who are hired into the unit during the Agreement's life and are not full Union members on the date of hire, their chosen status, and their obligation to pay dues and fees, shall also begin on the thirtieth day after their date of hire (or the Agreement's date of execution, whichever is later).
- 2.3 Employees in the unit who are full Union members on this Agreement's effective date or, if hired during this Agreement's life, on their date of hire, do not receive the grace period. For these full Union members, their obligation to the Union is continuous and is not affected by this Agreement, although they are free to change their status.
- 2.4 Employees may elect to change their chosen status upon appropriate written notice to the Union once per year in the month of June. Such change will take effect in the first pay period in August.
- 2.5 The Board of Education agrees to deduct Union membership dues or an agency fee each pay period from the pay of all employees covered herein this agreement. The Board of Education will remit once each month such deductions together with the list of employees from whose wages these sums have been deducted, a copy of said deductions to the Finance Department of UE Local 222. Such dues deductions shall continue for the duration of this Agreement and any

extension thereof. The Union agrees to hold the Board of Education harmless from damage arising from the enforcement of this Article.

ARTICLE 3
MANAGEMENT RIGHTS

- 3.0 Nothing herein contained shall be construed as limiting the right of the Board of Education to manage or direct the working force, including: the right to hire, transfer, promote, suspend or discharge any employee in order to maintain discipline and efficiency; to relieve employees from duty because of lack of work or other causes deemed sufficient to the Board of Education; to determine the methods, processes and means of operation, the schedules of work, methods or facilities; and to limit or curtail its operations unless, and only to the extent that, provisions of this Agreement specifically curtail or limit such rights, powers, and authority.

ARTICLE 4
NO STRIKE/NO LOCKOUT

- 4.0 The Union agrees that all employees included in this Agreement will not collectively, concertedly or individually engage in or participate directly or indirectly, in any strike, sympathy strike, slowdown or stoppage during the term of this Agreement.
- 4.1 The Board of Education agrees that it shall not lockout employees during the term of this Agreement.

ARTICLE 5
SENIORITY

- 5.0 Seniority shall commence upon the date that the employee begins as a full-time or permanent part-time paid employee of the Board of Education. The employee's earned seniority shall not be lost because of absence due to illness, pregnancy, maternity leave, bereavement, jury duty, personal leave or authorized leave or while eligible for recall. Seniority and seniority rights will not be accrued during unpaid leave of absence or layoff, unpaid educational leave, but such rights will not be lost by the employee because of such leave. Part-time seniority shall be credited as follows:

½ year of seniority for each one (1) year of part-time service.

The seniority list shall be adjusted annually, every September, and shall be provided to the Union, which shall distribute it to managers.

- 5.1 All other factors being equal, seniority will be used to determine transfers or promotions of any of the employees. Other factors are defined to include qualifications and competence to perform the work.

5.2 New employees of the Board of Education shall be considered probationary during their first sixty (60) days of employment. During such probationary period the employee shall not attain seniority rights under this Agreement, and such probationary employee will be subject to discharge by the Board of Education, without access to the Grievance Procedure. At the successful completion of the probationary period, seniority shall be retroactive to the commencement of employment. If the probationary period falls during scheduled school vacation time, the probation may be extended by the Food Services Director for ten (10) days.

5.3 When new jobs or job vacancies are created within the unit, the Board of Education shall post the job title and job description for one (1) week and notify the Union Co-Presidents of such posting. Each employee who is interested will have the opportunity to apply for said opening(s), providing he/she is qualified.

The senior qualified employee shall be given first consideration for the job. If the senior employee is not promoted, consideration shall then be given to the next senior qualified employee in the unit who has applied for the position.

The Board of Education, through its administration, retains the right to fill positions from outside the Unit. In the event there are two or more qualified applicants for the job, the inside senior applicant shall receive the appointment.

Promoted employees shall have a thirty (30) day trial period to demonstrate ability to perform in the position. If the trial period is deemed unsuccessful by the Food Service Director, such employee shall be placed back in his/her former position, hours and pay rate if such position remain vacant. If the probationary period falls during a scheduled school vacation time, the probation may be extended by the Food Services Director for a period of ten (10) days.

5.4 In the event there is a reduction in or a proposed reduction in the number of employees or work hours, the employee with the least seniority in the job title shall be laid off first. The Board of Education shall notify the Union President as soon as possible, but in no event less than two (2) weeks prior to the time in which the layoff is to be effective. The Board of Education shall notify the least senior employee within the affected job title at least fourteen (14) calendar days before the effective date of the layoff. Failure to provide such fourteen (14) day notice shall result in payment of a two (2) week severance pay penalty.

5.5 The order of layoff for employees covered by this Agreement shall be within the seniority group/job classification as follows:

A. Temporary employees first

B. Probationary employees, part-time before full-time;

- C. Regular part-time employees before regular full-time regardless of seniority;
- D. Within job title, full-time employees with the least seniority first.

An employee who receives such notice may elect within two (2) calendar days thereafter to bump into a lower job title within his/her seniority group, provided that the employee is qualified to perform the work and has more seniority than the least senior employee in the lower job title. The employee to be bumped shall have the same bumping rights to positions held by less senior employees in a lower job title provided all such bumping rights are exercised prior to the effective date of layoff.

5.6 Employees who are laid off or bumped into a lower job title under this Article shall have recall rights as follows:

- A. The affected employee shall notify the Food Services Director in writing at the time of layoff that he/she requests placement on a recall list.
- B. An employee who is bumped to a lower job title shall have recall rights to his/her former job title. When an employee is bumped to a lower job title, he/she shall be placed on the appropriate pay scale and step that represents the least reduction to the pay of the employee.
- C. For a period of twenty-four (24) months, the affected employee shall have the right to be recalled to the job title from which he/she was laid off or to a position in a lower job title within his/her prior seniority group if qualified, if such a position should become vacant.
- D. No person shall be newly employed until all persons on the recall list have been notified by certified mail, and such persons either are offered re-employment, or declined such re-employment offer. An employee who declines an offer of re-employment for which he/she is qualified shall forfeit recall rights. If a person on recall fails to respond to a certified letter notifying the employee of a recall opportunity within five (5) calendar days of receipt, the employee shall lose recall rights.

An employee recalled to a position other than the position he/she was laid-off from shall have a thirty (30) calendar day period in which to demonstrate his/her qualifications to perform the job.

If the employee fails such thirty (30) day period, he/she shall be placed back on the recall list or offered another position if available.

ARTICLE 6
HOURS OF WORK AND OVERTIME

- 6.0 All full-time/school year Food Service employees shall have a work day of not more than seven and three-quarter (7-3/4) hours per day, Monday through Friday with a fifteen (15) minute paid break.
- 6.1 Members of the bargaining unit required to work for any non-Board of Education functions, shall be paid at time and one-half (1-1/2) their regular hourly rate.
- 6.2 A. Overtime pay (time and one-half) shall be paid for all hours worked over 40 hours per week. All work performed on a Sunday shall be paid at double time (2 x) the employee's regular hourly rate.
- B. Any member of the bargaining unit called back or requested to return to work outside of his/her regular hours shall receive a minimum of two (2) hours pay for a planned event or three (3) hours pay for an unplanned event, at the appropriate premium rate.
- C. If unit members are asked to extend their hours before or after their regular shift, they will receive compensation at straight time rates unless indicated otherwise by Article 6.
- 6.3 All members of the Food Service unit shall be asked for overtime on a rotational basis within their building and within their job classification, the initial list based on seniority and distributed on an equal basis.
- A. Normal, every-day repetitive catering (i.e., Birthday cakes, BOE meetings, coffee, etc.) Shall continue to be done by on-site bargaining unit staff members.
- B. All other catering events that require more than one (1) staff member shall be handled in the following manner:
1. Each separate school shall use its Manager and staff for any in-house event. If all members at that school refuse their overtime, then the least senior employee must respond for that event.
 2. All overtime for major catering events shall be rotated on an equitable basis. The overtime list shall be posted in each school.
 3. All overtime refused shall be charged as actual time worked.
 4. If all employees on the overtime list refuse the overtime, then the least senior employee must work. The overtime list for this purpose

shall include all unit members except those who have not worked for at least one calendar year.

5. If and only if the least senior employee cannot respond (due to illness), then a substitute may be called in to work.
- 6.4 All bargaining unit members will be asked to work overtime first before any substitute workers.
- 6.5 In the event of an absence, the Manager shall distribute the more desirable opening to employees within the school units before substitutes are called.
- 6.6 In the event that the Food Service Director redistributes hours amongst employees, the Union will be notified. If the Union requests a meeting to discuss the redistribution of hours, a meeting shall be granted. This section does not create an obligation to negotiate or bargain.

ARTICLE 7 GRIEVANCE PROCEDURE

- 7.0 Purpose The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible so as to insure employees' morale without impairing Board of Education efficiency.
- 7.1 Definitions
 - A. A "Grievance" is any claim of a violation of any provision of this Agreement.
 - B. A "Grievant" may be the employee and/or Union.
 - C. "Days" shall mean calendar days scheduled as work days.

STEP ONE Any employee with a grievance and/or his/her Union Representative shall meet with the Food Service Director or his/her designee within ten (10) days of the date the alleged grievance occurred or is discovered. At this meeting, the parties shall attempt to resolve the grievance. If the parties are unable to resolve the grievance informally at the meeting, the union may file a formal step one grievance by stating the grievance in writing, specifying the section of the Agreement involved, and giving a copy to the Food Service Director within two (2) days after the meeting. The Food Service Director or designee shall render a decision within two (2) days after receiving the written grievance.

STEP TWO If the employee or the Union is not satisfied with the decision rendered by the Food Service Director or his/her designee, the employee or the

Union shall submit the grievance in writing within ten (10) days after receiving such decision, to the Superintendent of Schools or his/her designee, who shall meet with the Grievant and the Union Representative and render a written decision, with reasons stated, within ten (10) days after the meeting.

STEP THREE If the Union is not satisfied with the decision rendered by the Superintendent of Schools or his/her designee, the employee or the Union shall submit the grievance in writing with ten (10) days after receiving such decision, to the Board of Education, which shall meet with the Grievant and the Union Representative at the Board of Education's next regularly scheduled meeting (or as the Board may otherwise determine) and render a written decision with reasons stated, within ten (10) days after the hearing, provided that such meeting shall occur within thirty (30) days of the appeal to Step Three.

STEP FOUR If the Union is not satisfied with the decision rendered by the Board of Education, it may, within twenty (20) days after the receipt of that decision, submit the grievance to the Connecticut Board of Mediation and Arbitration. The cost of the arbitration shall be borne equally by both parties. By mutual consent of the parties, such grievance may be submitted to the American Arbitration Association for resolution. The Board of Education agrees to pay for the full cost of the arbitration at American Arbitration Association. The decision rendered by the Arbitrator(s) shall have no power to add to or subtract from or modify in any way the terms of this Agreement.

7.2 Employees and the Union shall have the right and choice of a representative whenever desired by either individual employees or the Union at their expense. The Board of Education shall have the right and choice of a representative whenever desired at its own expense.

7.3 By mutual written agreement the parties may agree to extend the time limits of this procedure.

ARTICLE 8 DISCIPLINE

8.0 No employee shall receive a written warning, suspension or discharge without just cause.

All suspensions and discharges must be given in writing with reasons stated and a copy given to the employee and the Union within three (3) working days of the suspension or discharge.

Depending on the offense, disciplinary action may include, but not be limited to, verbal and/or written warning, suspension without pay, and discharge. Progressive discipline shall be applied when appropriate. Disciplinary action normally shall be appropriate to correcting the conduct for which discipline was initiated.

All disciplinary action may be appealed through the established grievance procedure.

- 8.1 Each employee shall have the right to see and review his or her personnel file upon the written request of the employee by appointment with the Food Services Director. The Food Services Director shall provide copies of all materials in the file upon request of the employee. Employees may request that the Food Services Director correct, amend or delete incorrect or inaccurate material. Failing mutual agreement, the employee shall have the right to respond and it shall be made part of the file.

No separate active personnel file shall be maintained other than the one subject to employee inspection.

- 8.2 Each employee shall be given copies of evaluation reports, if any, placed in the employee's personnel file.

ARTICLE 9 INSURANCE BENEFITS AND PENSION

- 9.0 The Board shall provide the following insurance benefits for each eligible employee (i.e. assigned on an annual basis for work twenty or more hours each week). The Board and the participating employee shall pay their respective shares of the applicable premium rate based on the level and type of coverage selected as follows:

	<u>Board</u>	<u>Participating Employee</u>
2013-2014	84%	16%
2014-2015	84%	16%

A.1 Blue Cross Century Preferred PPO

The HSA (Health Savings Account) plan shall be the core insurance plan. For any employee wishing to remain in the PPO plan, the Board will contribute toward the cost of that plan an amount equal to the dollar amount contributed by the Board toward the premium of the HSA plan for the employee's coverage level. Any employee remaining enrolled in the PPO plan shall pay the full difference between the dollar amount contributed by the Board and the full cost of the PPO plan.

The PPO plan shall have the following components effective upon the signing of the agreement:

Office Visit	\$30

Specialist Co-pay	\$35
Urgent Care Co-pay	\$100
Emergency Room Co-pay	\$150
Hospital Co-Pay	\$500
Outpatient Surgery Co-pay	\$250
High End Imaging	\$75

<i>Out-of-network services</i>	
Annual Deductible	\$400/800/1200
Co-insurance Max	\$1000/2000/3000
Out-of-pocket Maximum	\$1400/2800/4200

<i>Prescription Drug Coverage</i>	Drug Plan will be a Managed Plan with Commercial Edits
Retail	\$10/30/45
Mail Order	\$20/60/90
Retail Supply	30 days
Mail Order Supply	90 days
Annual Maximum	Unlimited

Retail	\$10/30/45
Mail Order	\$15/40/50
Retail Duration	30 days
Mail Order Duration	90 days
Maximum	Unlimited

A.2 HSA Plan: The HSA plan shall have the following components:

	In-Network	Out-of-Network
Annual Deductible (individual/aggregate family)	\$1500/3000	
Co-insurance	0% after deductible	20% after deductible up to co-insurance maximum
Co-insurance Maximum (individual/aggregate family)	\$1,500/3,000 (Out of network Coinsurance and In-network post deductible RX copays)	

Cost Share Maximum (individual/aggregate family)	\$3,000/6,000	
Lifetime Maximum	Unlimited	\$1,000,000
Preventive Care	Deductible waived	N/A
Prescription Drug Coverage	Treated as any other medical expense, Subject to deductible, once deductible is met, then \$10/30/45 copay per prescription	20% co-insurance after deductible, subject to co-insurance limits

The Board will contribute 50% of the deductible amount. For the 2014-15 school year, the Board's full contribution toward the HSA deductible will be deposited into the HSA accounts upon ratification of the Agreement. The parties acknowledge that the Board's 50% contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed workers. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

- B. The Board shall provide in addition to the above, co-pay Dental Rider and Dental Rider A to the Anthem Flex Dental Blue Shield Century 96, with deductibles of \$25 for individuals and \$50 per family.

The Board of Education shall provide the Union with copies of insurance rate increases at least fourteen (14) calendar days prior to beginning salary deductions.

The Board shall make an I.R.C. Section 125 premium conversion plan available to employees making such contributions.

All regular employees (annual assignment of twenty (20) hours or more weekly) shall be eligible to enroll in group Blue Cross, and Blue Shield Plans through the Suffield Board of Education. Such regular employees (as defined above) may elect to enroll their spouse/family in the medical plans at the same percentage employee cost share for the applicable coverage. It is the responsibility of the employee to complete all necessary paperwork, available through the Business Office.

9.1 Waiver of Insurance Benefits:

Food Service Department employees eligible for benefits may elect to waive all individual coverage for the health and dental insurance, and/or the Life

Insurance. Employees will receive a payment of \$500 for waiving the health and dental and a \$100 payment for waiving Life Insurance.

Payment made to employees waiving coverage will be made on a semi-annual basis the first pay period in January and June. Notice of intent to elect the waiver must be filed by June 15 of the previous school year. The waiver shall remain in effect until the employee files a written request for reinstatement of insurance.

When there is a change in the employee's status (i.e., change in spouse's employment or benefit program), the waiver may be revoked by written notice. Upon receipt of revocation of the waiver, coverage by the health and dental insurance carrier shall be subject to any regulations or policy restrictions, including waiting periods, which may then be in effect. Life Insurance coverage shall be subject to the underwriting provisions of the carrier to accept the application.

Depending upon the effective date of insurance reinstatement, an appropriate adjustment will be made in pro-rating the amount of the waiver.

9.2 Life Insurance, fully paid by the Board:

For all employees working 20 hours or more per week - \$40,000 Policy. Additional supplemental insurance may be purchased to maximum limits allowed by the insurance carrier.

9.3 Pension Plan:

The provision of an ordinance establishing a Pension Plan for Town employees, enacted by vote of the special town meeting for the Town of Suffield on June 29, 1961, are made part of this Agreement, together with such amendments to said ordinance as may have been made during the term of this Agreement, which shall include the latest pension amendment which provides for normal retirement at age fifty-five (55). The plan is amended further to require that all full-time employees and regular part-time employees who are hired after July 1, 2003 are required to become and remain participants in the Pension Plan as a condition of employment as long as they work 20 or more hours per week.

The Town will furnish all employees a copy of the pension program.

If at any time during the term of this contract the Town meets to discuss any changes in pension which affects members, the Union shall be advised and shall be given an opportunity to be present at any such discussion. There shall be no reduction in the benefit level unless through mutual agreement of the Town and the Union.

Tax Sheltered Annuity Plans:

Employees desiring to participate in tax sheltered annuity plans may have payments deducted from their paycheck after completing the necessary forms. All contracts are between the employee and the company of the employee's choice. A list of authorized companies is available from the Business Office. Payroll deduction authorization forms must be completed and returned to the Food Service Director.

ARTICLE 10
HOLIDAYS

- 10.0 Subject to the provisions below, all bargaining unit employees who work twenty (20) or more hours per week will be granted leave with pay in observance of the following holidays:

Columbus Day	Martin Luther King Day
Veterans' Day	Presidents' Day
Thanksgiving Day	Good Friday
Day after Thanksgiving	Memorial Day
Labor Day	Christmas Day

Part-time employees who work less than twenty (20) hours per week will have Christmas Day and Thanksgiving Day as paid holidays.

- 10.1 A. When a specified holiday falls on a Saturday, the holiday leave shall be granted on the preceding day, Friday.
- B. When a specified holiday falls on Sunday, the holiday leave shall be granted on the following day, Monday.
- C. If the preceding scheduled work day or the next scheduled work day is a day when school is in session, the parties shall agree upon a mutual alternate date for said holiday.
- 10.2 When a Food Service employee is required to work a holiday, the employee shall receive double (2x) times his/her hourly rate of pay, plus the holiday pay.

- 10.3 On any day where the Board of Education allows early release of any Board of Education unit due to inclement weather or other emergency situation, members of this bargaining unit shall also be excused at the same time with full pay providing the food service requirements are met.

ARTICLE 11
SICK LEAVE

- 11.0 An employee who works at least 680 hours from January 1, 2012 (for employees hired before January 1, 2012) or from the date of hire (for employees hired after January 1, 2012) and an average of 10 or more hours per week for the Board in the most recent complete calendar quarter may be absent from work with pay during such period as the employee's own actual illness, injury or treatment prevents him/her from performing him/her duties. Each such absence may be supported by a physician's statement if the absence exceeds three (3) days unless the illness or injury is of such nature that the Food Service Director waives the furnishing of a physician's statement. An employee who starts work before 8:00 am and who is absent due to illness or injury shall notify his/her supervisor within half (1/2) an hour before the regular starting time of the workday. An employee who starts work after 8:00am and is absent due to illness or injury shall notify his/her cook-manager within two (2) hours of the regular starting time of the workday. Failure to do so could result in denial of sick leave for the period of absence.

Employees may use up to forty (40) hours of their accrued sick leave per year, on a non-cumulative basis, for the care of an employee's spouse, parents or children, and for such other purposes as provided by Public Act 11-52.

Each full-time employee shall be granted eight (8) sick days per year. For the 2012-2013 school year, all permanent part-time employees shall receive two (2) sick days per year, which shall not be cumulative.

Effective July 2013, and on each July 1st thereafter, permanent part time bargaining unit employees shall be credited with five (5) days of sick leave. Each new employees shall be credited with such sick leave on the July 1st following his or her date of hire, and on each July 1st thereafter.

One day of sick leave shall be equal to the number of hours the employee is regularly scheduled to work per day at the time such leave is credited.

Employees may accumulate unused sick leave from contract year to contract year up to a maximum accumulation of forty (40) hours of sick leave (excluding the five or eight days to be credited to each part time or full time employee respectively at the beginning of each contract year).

- 11.1 The Board of Education shall provide job security for each employee while that

employee is on short-term disability and/or long-term disability for a period up to twelve (12) months or equal to the illness, whichever is less. The Board may hire a non-bargaining unit substitute to cover the duration of the disability leave. (Note: For clarification purposes only)

- 11.2 All accumulated sick days each employee has on the books as of the signing of this Agreement shall remain with the employee. All other employees shall be governed by Section 11.0 of this Article.

ARTICLE 12
WAGES

- 12.0 The following wage schedule shall be in effect from July 1, 2010 through June 30, 2015.

Occupation	Step 1 (0-1 year)		Step 2 (1 year or more)	
	13-14	14-15	13-14	14-15
Manager	15.58	15.89	16.37	16.70
Technical Assistant	13.45	13.72	14.13	14.41
General Assistant	12.38	12.63	13.01	13.27

- A. There shall be no step movement and no general wage increase for 2013-2015.
- B. The wages in the wage schedule in effect during the 2010-11 school year shall be increased by 2%, effective July 1, 2011. Employees eligible to advance a step on the wage schedule shall be granted movement.

For the term of this Agreement, the parties agree that the rate of pay for the High School manager position will be the same hourly rate as the highest paid manager in this bargaining unit.

Present employees will be paid on this schedule unless their wage rate exceeds the schedule in which case they will receive the annual adjustments (general wage increase of 0%). Employees whose rate exceeds the schedule for 2011-12 and who serve in a different job classification for 2012-13 than the classification that they served in during 2011-12 shall be paid at the highest rate in the schedule for the position that they hold in 2012-13.

All new employees will be placed on this wage schedule. Management reserves the right to place any new hire on the step commensurate with their experience.

Longevity: Longevity shall be paid to each eligible employee in a separate check with the second payroll of October each year, in accordance with the following schedule. To be eligible an employee must have had continuous service with the Suffield food Service Department since June 30, 2003 or, before.

10 or more years with Suffield Food Service as of October 1 \$350.00
20 or more years with Suffield Food Service as of October 1 \$500.00

- 12.1 Substitutes for a Manager shall receive \$.10 per hour less than the first step hourly wage on responsibility level of the absent Manager. Substitutes for a Technical Assistant shall receive \$.10 per hour less than the first step hourly wage for Technical Assistant.

ARTICLE 13
WORKERS' COMPENSATION

- 13.0 Employees who are absent from work due to illness or accident for which they are entitled to compensation under the Workers' Compensation Act shall not be charged sick time.
- 13.1 An employee who is entitled to compensation under the Workers' Compensation Act shall receive compensation from the Board of Education in an amount which, when added to Workers' Compensation payments received, shall provide him/her with compensation equal to his/her regular pay for a period not to exceed one (1) year.
- 13.2 Said amount shall be payable by the Board at the time Workers' Compensation benefits are paid. The Board shall, however, pay an employee his/her full compensation from the date an injury or illness commenced, provided that the employee involved shall make the Board whole by endorsing over to the Board any Workers' Compensation checks he/she receives for which he/she has already received the money, provided further that if it is eventually determined that the employee is not entitled to Workers' Compensation benefits, the employee shall make the Board whole for all the monies received. Such advances by the Board shall not constitute an admission of the claim in any Worker Compensation proceeding or prejudice in any way the Board's or its agent's ability to contest any claim.

ARTICLE 14
LEAVE PROVISIONS

- 14.0 The Suffield Board of Education agrees medical leave shall be granted as required under the mandatory provisions of the Federal and State laws concerning Family and Medical Leave Act (FMLA).

14.1 Personal Leave

All regular Food Service employees working twenty (20) hours or more shall be granted five (5) personal days per year, for the conduct of the following matters of personal concern that cannot be conducted during non-school hours, such as:

- a. absence required for legal matters;
- b. attendance at a graduation of a family member;
- c. marriage of an immediate family member;
- d. an emergency over which the unit member has no control;

A request for such leave shall be made in writing to the Superintendent or designee. Such leaves shall not be unreasonably denied.

A request for personal leave shall be made as far in advance as is practicable and, except for an emergency, shall be made at least forty-eight (48) hours prior to the date of the leave and shall state one of the listed above reasons for such leave. In the case of an emergency over which the employee has no control, the employee shall verbally notify the Director of Food Service, or designee, of the emergency during the specific day and complete a written request for personal leave within one (1) day of the employee's return to work.

14.2 Paid Bereavement Leave In the event of the death of an employee's spouse, father, mother, father-in-law, mother-in-law, sister, brother, child, stepchild, stepparent, stepsister, stepbrother, grandparents, grandchild or any person of the immediate household regardless of relationship, an employee may have time off starting on the date of the death and continuing to the date of the funeral (not to exceed three days) without loss of regular pay.

14.3 Jury Leave Any employee called to jury duty shall be paid the difference between the employee's regular rate of pay and the fee received from serving as a juror. No employee shall receive more compensation than normally would have been received in a regular work week. An employee called to jury duty shall furnish the Board of Education with a notice to service in evidence of attendance. The Board of Education may request exclusion for any employee who received notification of jury duty. The Board's obligation for full pay shall be limited to six (6) weeks.

14.4 Union Leave

A. Two (2) members of the Union and the grievant may be designated to process grievances and be entitled to leave with pay for meetings with Management. Additionally, the President or designee shall be entitled to leave with pay for meetings with management.

1. When an arbitration hearing is scheduled before the State Board of Mediation and Arbitration in Wethersfield, CT, up to two members of the Union and the grievant shall be provided leave with pay for attendance at such hearing and for reasonable travel time (45 minutes from Suffield). Upon the written request of the Union, these unit members shall also be provided up to thirty minutes leave with pay for attendance at a meeting with Union representatives(s) prior to any such hearing.

B. Two (2) members of the Union may be granted leave of absence from duty to attend annual conventions, or other Union business, but said employee shall not be granted or entitled to reimbursement by the Board of Education for any expenses incurred in travel or otherwise. Such leave shall not exceed a total of forty (40) hours unpaid leave.

- C. If the Board schedules contract negotiation sessions during the normal work day, employees shall be paid for time lost due to those contract negotiations.
- 14.5 Requests for approval of unpaid days during the work year shall be considered only in exceptional cases. The planned use of unpaid leave for the purpose of family vacations or extensions of time when school is not in session will not be considered. The Food Service Director shall inform the employee of his/her decision, in writing, as to whether the request has been approved. Such requests shall not be unreasonably denied. Should the employee be denied his/her request, he/she may appeal to the Director of Fiscal Administration, whose decision shall be final.

Notwithstanding the paragraph above, this article section shall not apply to the employees "red circled" as part of a Memorandum of Understanding, number 757. Memorandum of Understanding number 757 shall remain in effect until all employees listed there, no longer work for the Suffield Board of Education.

ARTICLE 15 UNIFORMS

- 15.0 All members of the bargaining unit shall dress appropriately and appear in a neat manner. Dress code shall be mutually agreed upon between the Food Service Director and the bargaining unit.
- 15.1 All employees will be supplied with five (5) shirts per school year, any combination of short or long sleeve. The shirts will be purchased by the Food Service Department, after soliciting input from the Union concerning uniform styles and sizes. The shirts will be maintained by the employee. If aprons are decided to be a part of the uniform, they will be provided by the Food Service Department and washed as part of the operation. Further specifics of the dress code are outlined in the Food Service Employee Handbook.

ARTICLE 16 JOB REQUIREMENTS

- 16.0 All Food Service employees must meet the following general requirements:
- A. Must be in good physical condition and able to lift at least forty (40) pounds.
 - B. Possess a positive attitude and willingness to work in different capacities.
 - C. Have the ability to communicate and work with fellow staff members, students, parents, and administrators.

- D. Must be able to understand and maintain all standards, policies, and rules and regulations of the School Lunch Program and the Food Service program.

ARTICLE 17
GENERAL PROVISIONS

- 17.0 The Board of Education may subcontract, provided it first advises the Union of its intent to do so and negotiates with the Union over the effects of the decision to subcontract. The Board of Education agrees that if the Board decides to subcontract during the term of this Agreement, the subcontracting will not result in the reduction in force or hours of currently employed bargaining unit members.
- 17.1 During the term of this Agreement, the Board of Education shall furnish the Union with an up-to-date list of employees. When a new employee is hired, the Board of Education shall notify the Union and furnish the Union with the name, date of employment, classification and rate of pay of the new employee. When the employment of an employee terminates, the Board of Education shall notify the Union and furnish the name and date of termination of the employee, and the reason for termination.
- 17.2 The Board of Education shall provide a copy of this Agreement to each employee presently employed and to each new employee upon employment.
- 17.3 Should any article, section or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section or position thereof, directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof.
- 17.4 There shall be no alteration, variation, no amendment of the terms and conditions of this Agreement, unless made and agreed to in writing by both parties. Any agreement must be ratified by the Union membership.
- 17.5 If there is any previously adopted policy, rule or regulation of the Board of Education which is in conflict with any provision of the Agreement, said Agreement provision shall prevail during the term of this Agreement.
- 17.6 When an employee is required to use his/her own motor vehicle to perform Board of Education business, or attend conferences at the direction of the Superintendent of Schools or his/her designee, he/she shall be reimbursed at the current IRS rate or if the Board of Education policy is higher, such higher rate shall apply. An employee seeking reimbursement shall submit the appropriate monthly travel report.

- 17.7 The Union's business representative shall be permitted to visit specific job sites where bargaining unit members are employed provided such visits are at normal business hours and do not interfere with the operation of the department or classroom activities. It is agreed that the Union business representative will report to the Food Services Director or in his/her absence, the Building Administrator, before talking to bargaining unit members.
- 17.8 The Board of Education shall provide bulletin board space for the Union located in each school for the posting of notices concerning the Union's business and activities.
- 17.9 Any employee who is required by the Board of Education or the Food Services Director to attend any training or conferences shall be reimbursed for the reasonable expenses associated with said training or conferences. For managers required to maintain State Nutrition Certification, upon written verification of successful course completion, the Board will provide reimbursement of up to \$175 annually for necessary coursework to maintain such certification.
- 17.10 When there is a new classification or extensive change in an existing job, the Board of Education shall establish appropriate pay rates for such new or changed classification. Any dispute that may arise as a result shall be resolved through negotiations.
- 17.11 Any work normally performed by bargaining unit employees shall be performed by bargaining unit employees, except on an emergency basis, which includes but is not limited to staff absences when substitutes are not available.
- 17.12 Every attempt will be made to use bargaining unit employees to perform bargaining unit work.
- 17.13 The Board of Education shall participate in payroll deductions for any required payroll taxes for residents of Massachusetts and Connecticut.
- 17.14 All food service employees are eligible to become members of the Tobacco Valley Teachers Federal Credit Union in Enfield, CT. As a member, an employee may have specified amounts deducted from their pay for direct deposit to the Credit Union. Additional member services, such as loans, are provided.

Memorandum of Understanding #757

The Suffield Board of Education and CILU #38, agree that Article XIV Section 14.5 or any part of the collective bargaining agreement which contains the language or similar language as listed here;

Requests for approval of unpaid days during the work year shall be considered only in exceptional cases. The planned use of unpaid leave for the purpose of family vacations or extensions of time when school is not in session will not be considered. The Food Service Director shall inform the employee of his/her decision, in writing, as to whether the request has been approved. Such requests shall not be unreasonably denied. Should the employee be denied his/her request, he/she may appeal to the Director of Fiscal Administration, whose decision shall be final.

The referenced article section or language cited above shall not apply to the following employees, due to past practices between themselves and the Suffield Board of Education;

Multiple days

Judy Saunders
Linda Smith
Marlene Morassi

Single days

Linda Geerken
Gert Hastings

This Memorandum of Understanding shall remain in effect until all the employees listed as part of this Memorandum of Understanding are no longer employed by the Suffield Board of Education, at which point this Memorandum of Understanding will become null and void and shall be terminated.

For the Board

Michael Alexopoulos, Jr.
Name

/s/ Michael Alexopoulos, Jr.
Signature

8/22/03
Date

For the Union

Jason Wells
Name

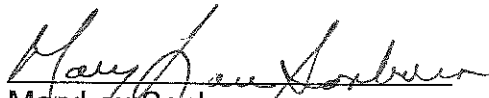
/s/ Jason Wells
Signature

8/22/03
Date

ARTICLE 18
DURATION


- 18.0 This Agreement shall become effective on July 1, 2013, and shall remain in effect through June 30, 2015, and thereafter shall continue in effect from year to year except that it may be amended effective at the date of expiration by one party giving notice of its intention to amend the Agreement to the other party not later than one hundred and fifty (150) days prior to the expiration date.

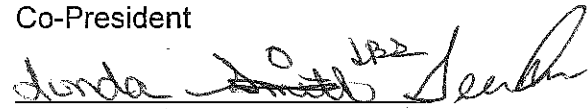
FOR THE BOARD OF EDUCATION FOR THE UNION



MaryLou Sanborn
Chair, Board of Education

10-22-2014
Date


Marlene Morassi
Co-President


Linda Smith
Co-President


Linda Geerken
Secretary


Omar el-Malah
UE Representative

12/15/2014
Date