

WORKING AGREEMENT  
between  
THE WATERTOWN BOARD OF EDUCATION  
and  
LOCAL 1049 of COUNCIL 4  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
AFL-CIO  
(Cafeteria Employees)  
2018-2021

Contents

PREAMBLE..... 1  
ARTICLE I RECOGNITION..... 1  
ARTICLE II MANAGEMENT RIGHTS ..... 1  
ARTICLE III GRIEVANCE PROCEDURE..... 2  
ARTICLE IV ARBITRATION ..... 3  
ARTICLE V NO STRIKE OR LOCKOUT PROVISION..... 4  
ARTICLE VI HOURS OF EMPLOYMENT ..... 4  
ARTICLE VII SALARIES..... 5  
ARTICLE VIII HOLIDAYS AND VACATIONS ..... 7  
ARTICLE IX LEAVE..... 7  
ARTICLE X SENIORITY ..... 9  
ARTICLE XI ASSIGNMENTS AND TRANSFERS..... 10  
ARTICLE XII INSURANCE..... 11  
ARTICLE XIII WORKERS COMPENSATION..... 12  
ARTICLE XIV GRATUITY PLAN ..... 12  
ARTICLE XV UNION SECURITY ..... 13  
ARTICLE XVI DISCIPLINE ..... 14  
ARTICLE XVII SAVINGS CLAUSE ..... 14  
ARTICLE XVIII EVALUATIONS ..... 15  
ARTICLE XIX DURATION ..... 15  
ARTICLE XX SIGNATURE PAGE..... 16  
APPENDIX A WAGE SCHEDULE..... 17  
SIDE LETTER OF AGREEMENT..... 18

## **PREAMBLE**

This Agreement entered into by and between the Board of Education of the Town of Watertown, hereinafter referred to as the "Board", and Local 1049 of Council #4. American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

## **ARTICLE I RECOGNITION**

**Section 1.0** The Board recognizes the Union under the provisions of the Municipal Employee Relations Act, Conn. Gen., Statutes S-7-467, et seq. (the "Act"), as the sole and exclusive bargaining agent for the purpose of collective bargaining on matters of wages, hours and other conditions of employment for a bargaining unit consisting of General Cafeteria Workers, Satellite Supervisors, Cook Bakers, Cook Bakers Assistant/General Cafeteria Worker, Assistant Managers, and Cafeteria Managers, including full-time and regular part-time employees, excluding substitutes and the Food Service Director.

## **ARTICLE II MANAGEMENT RIGHTS**

**Section 2.0** Unless expressly and specifically limited, modified, abridged or relinquished by a specific provision of the Agreement, the rights, powers and authority to manage the operations of the Board, whether exercised or not, shall remain solely and exclusively vested in the Board. It shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Board and the direction of the working forces including but not limited to the following:

- A. To determine the organization and standards of each department or division and to manage such operations;
- A. To establish or continue policies, practices and procedures for the conduct of Board business, including personnel policies and from time to time, to change or abolish such policies, practices and procedures;
- B. To establish, modify, or discontinue processes or operations or to establish or discontinue their performance by the Board employees; nothing in this paragraph can allow assigning-out or subcontracting of bargaining unit work;
- C. To determine the standards of selection for hiring and to determine the number of bargaining unit positions and classifications of employees required or desired to perform the Board's operations;

- D. To employ, direct, schedule, assign, evaluate, discipline, dismiss and/or laterally transfer for just cause, promote, or to layoff, terminate or otherwise relieve employees from duty for lack of work, lack of funds or other legitimate reason in the best interest of the Board or any subdivision thereof;
- F. To establish, amend, abolish and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with Board requirements;
- G. To determine the content of job descriptions, classifications and/or positions; to add to, delete from or otherwise modify the content of job descriptions, classifications and/or positions; and to ensure that incidental duties connected with Board operations, whether enumerated in a job description or not, shall be performed by employees after notice to and discussion with the Union;
- H. To fulfill all of the Board's legal responsibilities.

The Board shall not exercise its right in an arbitrary, discriminatory or capricious manner. The Board shall give the Union prior notice of changes to policies, practices, procedure and changes to job descriptions. When required by law, the Board shall negotiate with the Union regarding the impact of changes in policies, practices, procedures and job descriptions that have substantial change upon the terms and conditions of employment of bargaining unit members.

### **ARTICLE III** **GRIEVANCE PROCEDURE**

**Section 3.0** Grievances arising out of matters covered by this Agreement and disputes and consultations on any questions of mutual interest arising out of the Employer-Employee relationship will be processed in the following manner at the request of either party with the understanding that only grievances consisting of disputes as to the interpretation or violation of some provision of the contract will be subject to arbitration.

**Section 3.1 - First Step** The Steward, the aggrieved party and the Food Service Director or his designee will meet within fifteen (15) working days of the date of the alleged grievance or when the grievant knew or should have known of the alleged contract violation. It will be the responsibility of the grievant to submit the matter to the Food Service Director within fifteen (15) working days of the event or condition giving rise to the grievance, or it shall be considered waived. The Food Service Director will give a written answer to the Steward within five (5) working days after the day he or she received the written grievance from the Union.

**Section 3.2 - Second Step** If the Union is not satisfied with the Food Service Director's reply at the first step, the Steward may submit the grievance to the Superintendent of Schools in

writing within five (5) working days after the Food Service Director's decision. The Union may ask the Superintendent of Schools or his/her designee for a meeting to discuss the grievance further. Such meeting shall be held within three (3) working days after the day of the Union's request and may be attended by the Steward, the aggrieved party, the Union Staff Representative, the Superintendent of Schools or his/her designee or designated committee. The Superintendent shall give a written answer to the Union President, with a copy to the Staff Representative within Five (5) working days after the day of the meeting.

**Section 3.3 - Third Step** If the Union is not satisfied with the Superintendent's reply in the second step, the Union may ask the Board's Policy and Labor Committee for a meeting. Such meeting shall be held within ten (10) working days after the request is made, and may be attended by the Steward, the aggrieved party, the Staff Representative, and the Union Committee, which will consist of not more than three (3) employees. The Policy and Labor Committee shall give a written answer to the Union President, and a copy to the Staff Representative, within ten (10) working days after the date of the meeting.

If the meeting in the second and third steps of this procedure is not requested within five (5) working days after the date of the Board's answer to the preceding step, the grievance is dropped. However, all time limits contained herein may be extended by mutual consent in writing.

**Section 3.4** Officers or Stewards of the Union who are in the employ of the Board, and who are designated by the Union for the purpose of adjusting grievances in accordance with the above procedure, will be granted a reasonable amount of time from their regular duties for conferring with the Board's Representatives or employees without loss of time or pay.

#### **ARTICLE IV** **ARBITRATION**

**Section 4.0** Any grievance defined in Article III and not settled in the third step of the grievance procedure may be taken to arbitration by either party for the purpose of interpreting the contract provisions involved, or determining whether or not there has been any violation of any provision of the contract, and if so, the action to comply with such contract provisions, provided that the following procedure is as follows:

- A. The arbitration procedure shall be initiated by either party by mailing a written request (demand) for arbitration to the other. Two (2) copies of such request shall be sent to the Connecticut State Board of Arbitration, if their services are available. The request shall be made by letter postmarked no later than thirty (30) calendar days after the date of the answer in Step 3 of the grievance procedure. If the services of the Connecticut State Board of Arbitration are not available, an arbitrator shall be selected by mutual agreement.

**Section 4.1** The arbitrator shall have no power in any matter to make an award which

amends, adds to, subtracts from, or eliminates any provision of this Agreement, and the decision of the arbitrator shall be final and binding on both parties.

**Section 4.2** The expenses of the arbitration shall be shared equally by the parties, but each party shall be incurred by it in the presentation of its case in arbitration.

## **ARTICLE V NO STRIKE OR LOCKOUT PROVISION**

**Section 5.0** During the life of this Agreement the Union agrees that there shall be no strike, sympathy strike, slowdown, suspension or stoppage of work in any part of the Board's operation by any employee or employees, nor shall there be any lockout by the Board in any part of the Board's operation.

## **ARTICLE VI HOURS OF EMPLOYMENT**

**Section 6.0** The regular work week shall be Monday through Friday. Hours of employment currently in effect are subject to change in the discretion of the Food Service Director depending on the needs of the school system. However, the Board agrees to negotiate with the Union over the impact of changes in hours of work during the school year. There shall be no reduction of hours which results in an employee's ineligibility for medical insurance without prior negotiations with the Union.

At the discretion of the Food Service Director the minimum number of work days set forth in Section 6.1 below may be reduced as a result of single session days when no lunch is served to students due to exams, scheduled single session days when no lunch is served, or on early school closing days when no lunch is served. The Food Service Director will make every effort to offer affected employees the opportunity to fill openings in other schools.

**Section 6.1** Employees working thirty (30) or more hours per week shall be called into work on the last business day prior to the opening of school. The work year of such employees shall end on the last day of school or as otherwise designated by the Food Service Director, provided such work year shall consist of at least 181 work days.

Employees who work less than thirty (30) hours per week shall begin work on the first day of school. The work year for such employees shall end on the last day of school or as otherwise designated by the Food Service Director, provided such work year shall consist of at least 180 work days.

If cafeteria supplies or equipment arrive prior to the last business day before school opens, the Board of Education reserves the right to assign non-bargaining unit staff to receive and

organize such materials.

**Section 6.2** Time and one-half shall be paid for all hours worked in excess of eight (8) hours in one day or in excess of forty (40) hours in a single work week.

**Section 6.3**

- A. The Food Service Director will divide extra hours, overtime and special activities time equally among employees within the Cafeteria classifications in each school.
- B. Overtime for the purpose of this Article shall include time required of the employee above and beyond eight (8) hours per day or forty (40) hours per week, which results from the need of the school system and is required and initiated by the school system.
- C. Employees shall be paid time and one-half the regular hourly rate for all work performed on evenings (i.e. for work commencing after 5:00 p.m.), holidays and Saturdays. Employees shall be paid double the regular hourly rate for all work performed on Sundays.
- D. If an employee is scheduled to work extra hours, overtime or special activities time and does not avail him or herself of the opportunity to work, he or she will be charged with the scheduled time as if he or she had worked.

**Section 6.4** When an employee is called to work at a time not contiguous with his or her scheduled working hours to perform emergency service, he or she shall be paid a minimum of three hours at time and one-half his or her regular hourly rate, provided that the Board of Education reserves the right to require the employees to work for at least a three hour period.

This provision shall not apply to work opportunities arising out of teacher in service days or other special events scheduled to take place on a day other than a normally scheduled work day.

If such opportunities arise, at least two (2) weeks notice shall be given to the employees and the Union, and the employees regularly assigned to the school at which such event is to occur shall first be offered the opportunity to work at their regular hourly rate of pay. If not enough employees at that school volunteer for such work, the opportunity to work will be offered to other employees in order of their seniority.

**ARTICLE VII**  
**SALARIES**

**Section 7.0** The salary schedule for the life of this contract is contained in Appendix A attached. It reflects a 1% Wage increase on July 1, 2018 and July 1, 2019. On July 1, 2020 there will be a wage and medical benefits reopener. There will be a one time lump sum payment of \$300.00 to each employee on July 1, 2018.

**Section 7.1** A mileage allowance will be allowed in the amount of the current IRS rate, for employees who are required by the Administration to use their cars during the course of their employment.

**Section 7.2** The Board will reimburse employees a maximum of \$250 per year for uniform expenses. In order to receive such reimbursement, an employee will submit a receipt promptly for the item purchased to the Food Service Director who will verify the expenses incurred by the employee in purchasing the uniform item. All employees will be required to wear uniforms while on duty.

Uniform reimbursement payments, which are understood to cover uniforms (tops and bottoms), and shoes, shall adhere to the federal law as taxable income with appropriate deductions, when paid to the employee.

**Section 7.3** Each July 1st. the Board shall make the following longevity payment to each full-time employee who has, by the end of each school year, completed the following continuous years of service with the Watertown Board of Education:

A. After five years of continuous service	\$175.00
B. After ten years of continuous service	\$275.00
C. After fifteen years of continuous service	\$375.00
D. After twenty years of continuous service	\$425.00

This section intends to provide a longevity payment to anyone with full-time service on June 1 of any qualifying year regardless of whether the service accrued was from part-time or full-time service.

Each July 1<sup>st</sup> the Board shall make the following longevity payment to each part-time employee who has, by the end of each school year, completed seven (7) or more continuous years of service with the Watertown Board of Education.

\$100

**Section 7.4** Absent an act of God or similar circumstances beyond the control of the Board of Education, wages shall be paid every other week for the preceding two work weeks.

**Section 7.5 - Severance Pay** At retirement of a member of this bargaining unit or upon termination for any reason including death, the employee shall be paid a maximum of twenty (20) days of his/her accumulated sick leave. In the case of death, the severance pay shall be paid to the surviving spouse, dependent children or estate, if there is firstly no surviving spouse and thereafter no dependent children. This provision shall not apply to employees hired on or after July 1, 2015.

**Section 7.6 Direct Deposit.**

Effective upon ratification of this agreement, all employees shall be paid via direct deposit.

**ARTICLE VIII  
HOLIDAYS AND VACATIONS**

**Section 8.0**

- A. Full-time and those regular part-time employees (those scheduled to work less than thirty hours per week) shall receive their regularly scheduled average straight time day's pay for the following holidays that fall within the school year:

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

- B. Full time employees and regular part-time employees hired prior to January 1, 2006 shall receive their regularly scheduled average straight time day's pay for ten (10) days that fall during school vacations.

**ARTICLE IX  
LEAVE**

**Section 9.0 - Sick Leave**

- A. Full-time employees, and regular part-time employees hired prior to **January 1, 2006** shall earn paid sick leave at a rate of one (1) day per month to a maximum of twelve (12) days per year. Such sick leave shall be cumulative to a total of one hundred fifty (150) days. The maximum number of days that an employee may be absent with pay during a year may thus be as high as one hundred and fifty (150) days. The Board of Education by special note, may recognize a need in individual cases for the extension of the one hundred and fifty (150) day limit. Employees previously warned about possible sick leave abuse may be required to get a doctor's certification of illness at the Board's expense. Those employees who return to employment at the commencement of the succeeding school year shall be deemed to have earned a sick day in July and in August.
- B. Regular part-time employees (those scheduled to work less than thirty hours per

week) who were hired on or after **January 1, 2006** shall earn paid sick leave at a rate of one-half (1/2) day per month to a maximum of five (5) days per year. Such sick leave shall be cumulative to a total of seventy-five (75) days. The maximum number of days that an employee may be absent with pay during a year may thus be as high as seventy-five (75) days.

**Section 9.1- Bereavement Pay** In the event of a death in the immediate family of a regular employee, or the immediate family of his/her spouse, such employee will be paid for time lost from scheduled work at his average straight time hourly rate to prepare for and attend the funeral. Such time is not to exceed four (4) working days commencing with the date of death (or one day to attend services in lieu of a funeral). Immediate family, for the purpose of this clause, is defined as parents, guardians, grandparents, spouse, brother, sister, child or grandchild, son or daughter-in-law or father or mother-in-law. With the Superintendent's approval, one (1) additional day may be granted each fiscal year for relatives and/or friends not defined as "immediate family". Bereavement time is not to be accumulated. The Board may request verification of the date of death and funeral and the relationship of the deceased.

**Section 9.2 - Authorized Absence for Personal Leave** Full-time employees, and regular part-time employees hired prior to **January 1, 2006** shall not be allowed more than three (3) days per year for personal leave. Regular part-time employees (those scheduled to work less than thirty hours per week) who were hired on or after **January 1, 2006** shall not be allowed more than one (1) day per year for personal leave. This leave will be in addition to leave authorized in Section 9.0 and 9.1 of this Article and is not to be accumulated. Personal leave may be taken for the following: high school, college, or graduate school, graduation, illness or marriage of member of the immediate family as defined in Section 9.1 above, birth of son or daughter to spouse, legal action, religious holidays or one day to attend to personal business in the course of the work day, or a snow day closing which day shall be granted with prior approval from the Food Service Director, provided that an employee may use only one personal day per year for a snow day closing. Such leave shall be requested in writing at least forty-eight (48) hours in advance where possible, stating the reason for which leave is sought.

**Section 9.3** An employee must work on the last scheduled working day before and the first scheduled working day following a legal holiday in order to receive holiday pay unless excused from work on either or both of said days by the Food Service Director because of bona fide illness or for other good cause. If a holiday falls when an employee is on bona fide sick leave that day shall not be charged to his sick leave nor shall the employee receive paid sick leave for said holiday.

**Section 9.4 - Jury Duty Pay** An employee serving jury duty shall receive the difference between the jury fees and his or her regular wages if (1) the employee notifies the Board within seventy-two (72) hours of receiving notice of jury duty or the first working day following such notice, whichever is later.

**Section 9.5** Employees who are absent for illness for five (5) or more consecutive working days, or who are suspected of abuse (multiple single day or patterned absences) shall submit to

the Food Service Director a statement from a physician stating the reason for absence upon their return to work.

**Section 9.6 - Unpaid Leave** The Board of Education may grant an employee who is employed for at least one (1) year an unpaid leave of absence for a limited definite period not to exceed one year, upon written application stating the reason(s) for the request, and length of leave desired. Reasons for the request shall be subject to the review and recommendation of the Food Service Director. Each request for leave will be considered on its merits and the needs of the specific school. Such leave shall not be unreasonably denied.

**Section 9.7 - Maternity Leave** Disabilities caused or contributed to by pregnancy and recovery therefrom shall be treated as temporary disabilities for all job related purposes. Accumulated sick leave shall be available for use during such periods of disability. Employees shall make a written request for such maternity leave to the Superintendent's office before the fifth month of pregnancy. Any employee on maternity leave shall, upon request of the Superintendent, provide a physician's certificate as to the employee's ability to continue or resume working.

## **ARTICLE X SENIORITY**

**Section 10.0** The Board and the Union agree to establish a system of seniority rights to govern layoffs for lack of work and recalls to work.

- A. There shall be one seniority list. This seniority list shall include all employees covered by this Agreement, whose names shall appear thereon in the order of their last entering the employ of the Board, except probationary employees as defined in Section B hereof, and subject to the provisions of Section C hereof.
- B. New employees will be considered probationary employees until they have completed ninety (90) working days of continuous employment and may be discharged at will. Employees promoted to new positions shall be considered probationary employees until they have completed sixty (60) working days of continuous employment, and may be returned to their prior position by the Board at will. Neither the discharge of new probationary employees nor involuntary transfer of promoted probationary employees is subject to the arbitration provisions of the grievance procedure.
- C. An employee shall lose seniority rights: If (a) he or she resigns voluntarily or is discharged for cause, or (b) if he or she fails to report to work on recall after layoff or leave within five (5) working days after notice, which shall be by registered mail return receipt requested (RRR), and which has been sent to him or her and to the Union, unless he or she furnishes a valid reason for failure to return to work within that time.

**Section 10.1** When the board determines that a reduction in the work force is necessary, the employee deemed affected shall be the least senior employee within that classification.

**Section 10.2** If a position becomes vacant or is reinstated, laid off employees shall have recall rights for a period of up to one year and will be called back to work in order of their standing on the system wide seniority list, provided the recalled employee is qualified for the opening or new position. The Administration may require verification of qualifications and ability to perform the job.

## **ARTICLE XI** **ASSIGNMENTS AND TRANSFERS**

**Section 11.0** Applications for vacancies will be considered on the basis of factors including but not limited to qualifications, experience, past work record, absenteeism and recommendations of immediate superiors. If no suitable replacement is available within the staff in the judgment of the administration, the job posting will be given to persons on the active substitute list, and an advertisement may be placed in the local newspaper. Candidates from outside the system will be interviewed by the Food Service Director. When qualifications among all applicants for a vacancy are relatively equal, the position shall be offered to incumbent employees in order of their seniority.

**Section 11.1** When there is a vacancy in the bargaining unit, job postings will be displayed in each kitchen for a period of five (5) working days. Employees who are interested in job vacancies are encouraged to apply.

**Section 11.2** Employees at any time after their initial assignment may be temporarily transferred at the discretion of the Food Service Director to a different job or a different school to cover the absence of another worker. Such transfers shall be by seniority preference among qualified employees provided that doing so shall not disrupt the operations at any other school.

Employees temporarily transferred to a job classification lower than the one they presently hold will continue to receive their regular rate. An employee who is transferred to a higher classification in a job with more responsibility will be paid according to the higher job rate.

Such temporary transfers will be made only if a suitable substitute is not available from the regular substitute list. Permanent transfers will be made only after consultation with the affected employee.

The Food Service Director will make a good faith effort to recruit additional substitutes to cover for absenteeism.

**Section 11.3** An employee who is retained in a temporary position for twelve (12) consecutive

work days shall from the 13th day be paid for vacation, holiday or other leave time (if the employee is normally eligible for vacation, holiday or other leave time under the provisions of this contract) at the greater of their regular hours or the regular hours of the position they are filling.

## **ARTICLE XII INSURANCE**

**Section 12.** Employees may elect to receive coverage at their own expense under existing Board provided insurance policies. Employees shall pay the full premium cost of such coverage except those employees indicated under Section 12.3 below.

**Section 12.1** The Board shall provide at its expense a fifteen thousand (\$15,000) term life insurance policy for all employees. Current employees who leave the employ of the Board of Education after twenty (20) years of service shall receive a death benefit of \$2,000.00.

**Section 12.2** All prospective cafeteria school employees are required to have a pre-employment health examination. Each year thereafter the cafeteria employees are to have a physical examination. The cost for a physical examination will be the responsibility of the Board of Education if the examination is performed by the school physician. If the employee prefers to use his or her own physician, he or she will be responsible for the cost.

**Section 12.3** All employees who work a minimum of thirty (30) hours per week shall be provided the Blue Cross Semi-Private Plan and the Blue Shield Century 90 plan which shall cover the employee and spouse including dependents.

Employees who work a minimum of thirty (30) hours per week may choose from among the following health insurance options, as described below:

- a. Blue Cross Semi-Private Plan and the Blue Shield Century 90 plan (as described in Appendix \_\_\_)
- b. High Deductible/Health Savings Account Plan (as described in Appendix \_\_\_)
- c. For each year of the collective bargaining agreement, the deductible for the High Deductible/HSA plan shall be \$2,000 for single coverage and \$4,000 for family coverage.

The Board will fund sixty percent (60%) of the applicable USA deductible amount for each full-time employee who elects coverage under the High Deductible/HSA Plan (with pro-rated funding of the deductible for part-time employees).

The Board's full contribution toward the HSA deductible will be deposited into the HSA accounts on or about April 1. The parties acknowledge that the Board's 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 employees. The Board shall

have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment. If the High Deductible/HSA plan is implemented after the start of the contract year, the Board's contribution toward the funding shall be pro-rated for that year.

- d. Effective upon ratification of this agreement, the employee contribution shall be nine percent (9%) for the Blue Cross Semi- Private Plan and the Blue Shield Century 90 Plan.
- e. The employee contribution shall be ten percent (10%) for the HDHP/HSA Plan.
- f. Employees who work at least twenty (20) hours per week but less than thirty (30) hours per week may elect to receive insurance coverage by paying to the Board one half (50%) the premium costs, monthly, on the coverage provided to employees working thirty (30) or more hours.

**ARTICLE XIII**  
**WORKERS COMPENSATION**

**Section 13.0** Compensation for an employee's injury' or physical disability incurred in the pursuit of his or her occupation as provided in Section 31-275 et seq of the Connecticut General Statute entitled Workers' Compensation Act.

**ARTICLE XIV**  
**GRATUITY PLAN**

**Section 14.0**

- A. Upon the retirement or resignation of an employee, a gratuity payment shall be made as follows:

15 years of service	1,350.00
16 years of service	1,450.00
17 years of service	1,550.00
18 years of service	1,650.00
19 years of service	1,750.00
20 years of service	1,850.00
21 years of service	2,100.00
22 years of service	2,200.00
23 years of service	2,300.00
24 years of service	2,500.00
25 years of service	2,600.00

- B. The gratuity shall increase by \$100 for each year after twenty five (25) years

- C. A ninety (90) day notice will be required before the gratuity is available to the retiring or terminating employee.
- D. For income tax purposes, the employee may elect to receive the gratuity in the calendar year following termination of employment.
- E. A full time employee is defined as an employee who works a minimum of 30 hours per week.
- F. Part time employees may accrue years of service toward eligibility in the gratuity plan. The eligibility will be a pro-rated figure based on the number of hours worked weekly in relationship to full time employees defined in Section E.
- G. This benefit will be paid to the estate or named beneficiary for any employee who dies and would have been eligible for benefits under this plan.
- H.

## **ARTICLE XV**

### **UNION SECURITY**

**Section 15.0** The Employer agrees that as a condition of continued employment, all employees shall be required to become a member of the Union or at the employee's option, pay a service fee to the Union. Said service fee shall be no greater than the proportion of Union dues and fees uniformly required of Union members to underwrite the costs of collective bargaining, contract administration, and grievance adjustment. This provision shall apply to all employees commencing on the 31st day following the date of his or her employment or the execution of this agreement, whichever is later.

**Section 15.1** Upon the request of the Union, the Employer will discharge any employees who fail to comply with the provisions of Section 15.0 of this Article.

**Section 15.2** The Employer agrees to deduct Union dues or service fees required to be paid pursuant to this Article, provided however, that no deductions hereunder shall be made without written authorization of the employee, which authorization shall be on a form mutually agreed to by the Employer and the Union.

**Section 15.3** The Union shall notify the Employer sufficiently in advance, so that regular payroll procedures may be followed, of the amount of the dues or service fee to be charged pursuant to Section 15.0 of this Article.

#### **Section 15.4**

- A. The Union agrees to indemnify and save the Employer harmless against any and all claims, demands, suits or proceedings arising out of, or by reason of, any action taken or not taken by the Employer in reliance upon the check-off provisions of this Agreement or on the correctness of any dues or service fee deduction authorization furnished by the Union to the Employer. The Employer shall call upon the Union to defend any suits or proceedings arising out of the

foregoing indemnity, and the Union shall promptly defend such suits or proceedings without cost to the Employer, and in the event the Union fails to defend such suits or proceedings, the Employer shall undertake such defense and all costs thereof shall be charged to the Union.

- B. The Employer shall not make deductions for those periods during which the employee has no earnings or in those periods in which the employee's earnings shall be less than the amount authorized for deduction.

**Section 15.5** The Board agrees to furnish each employee with a copy of this Agreement within thirty (30) days after its effective date. New employees will be given a copy at the time of hire. The Union will receive three original executed copies. The Union and the Board agree to share equally contract printing costs.

## **ARTICLE XVI DISCIPLINE**

**Section 16.0** No employee shall be disciplined except for just cause.

**Section 16.1** Other than in the case of probationary employees, any disciplinary action including discharge may be appealed through the grievance procedure of this Agreement.

**Section 16.2** Any disciplinary action more serious than a verbal reprimand shall be stated in writing, giving the reason for same, and a copy given to the employee and the Union Steward at the time of such action.

**Section 16.3** The service record of any employee disciplined under the provisions of this Article shall be cleared of disciplinary records after eighteen months if there has been no further occasion of discipline during that period.

## **ARTICLE XVII SAVINGS CLAUSE**

**Section 17.0** If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portion of this Agreement shall not be affected thereby, it being the intention of the parties, in adopting this Agreement, that no portion hereof or provisions herein, shall become inoperative or fail by reason of the invalidity of any other portion or provision and the parties do hereby declare that they would have approved of and adopted the provisions contained herein, separately and apart from the other.

**ARTICLE XVIII**  
**EVALUATIONS**

**Section 18.0**

- A. A uniform evaluation of all employees shall be conducted at least once each school year. Within fourteen (14) days after completion, each employee shall receive a copy of his or her evaluation and a copy will be placed in his or her official personnel folder. The employee's evaluation shall be subject to the contractual grievance procedure to Level Three. Board of Education. In the event of bad faith or discrimination, the evaluation may be submitted to Level Four. Arbitration, provided that the substance of the evaluation criteria shall not be subject to arbitration.
  
- B. Employees may review their official personnel folder(s) by making an appointment with the Food Service Director. The employee may put on record any statement he/she wishes to make about unfavorable information contained in said folder. Copies of any evaluation or letter of reprimand shall be sent to the affected employee at the time it is placed in the employee's personnel folder.

When material other than ordinary personnel records is placed in an employee's personal file, the employee shall also receive a copy.

**ARTICLE XIX**  
**DURATION**

**Section 19.0** This Agreement shall be effective and retroactive to July 1, 2018 and shall remain in effect until June 30, 2021.

This Agreement shall remain in effect on a year-to-year basis after June 30, 2021 unless one of the parties takes the necessary steps under state statute to seek changes in or modifications of the existing Agreement. This Agreement may be amended at any time by mutual agreement of the parties, in writing.

ARTICLE XX  
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have set their hands this 15<sup>th</sup> day of October 2018.

WATERTOWN BOARD OF EDUCATION  
AFSCME, AFL-CIO

*Beshe Crotty*  
Chairman Board of Education

*Rydell Haran*  
Superintendent of Schools

LOCAL 1049 OF COUNCIL #4,

*Thomas Roman*  
Local Union President

*[Signature]*  
Staff Representative,  
Council #4, AFSCME

*[Signature]*  
Marion Plotowski

**APPENDIX A  
WAGE SCHEDULE**

	<b>7/1/2018</b>	<b>7/1/2019</b>
Cook/Baker	16.03	16.19
Asst./Gen.Cafe	16.48	16.64
Cook/Baker	17.93	18.11
Satellite Supervisor		
Asst. Mgr.		
High School	18.62	18.81
Middle School	17.93	18.11
Manager		
High School	22.71	22.94
Middle School	21.44	21.65
Elementary Schools	19.21	19.40
Employees shall advance on the wage schedule on their date of hire.		

Gen. Cafeteria Worker                      15.55                      15.71

There will be a Wage and Medical Benefit reopener on July 1, 2020.

Gen. Cafeteria Worker (Hired after 1/1/06)		<b>Hire</b>	<b>1 Year</b>	<b>2 Year</b>	<b>3 Year</b>	<b>4 Year</b>
		<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>
	<b>7/1/2018</b>	13.37	13.86	14.39	14.96	15.55
	<b>7/1/2019</b>	13.50	14.00	14.53	15.11	15.71

## **SIDE LETTER OF AGREEMENT**

The parties understand and acknowledge that several aspects of the Patient Protection and Affordable Care Act (PPACA), commonly called the Affordable Care Act or colloquially "Obamacare", remain under review and may be subject to change through the duration of this contract. As a result, either party shall have the right to initiate a reopener of the contract in the 2017-2018 contract year to permit the parties to address the issue of medical insurance only. To initiate a reopener in the 2017-2018 contract year, either party must demonstrate that the issue is related to the PPACA/ACA and the impact the PPACA/ACA is having on the District's operations and/or employees' health care coverage.

4245838v1