

CONTRACT

BETWEEN

THE EAST WINDSOR BOARD OF EDUCATION

AND THE EAST WINDSOR CAFETERIA PERSONNEL ASSOCIATION

CSEA SEIU, LOCAL 2001

COVERING THE PERIOD

SEPTEMBER 1, 2017 – AUGUST 31, 2020

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ARTICLE I - RECOGNITION

The Board recognizes and certifies the East Windsor Cafeteria Personnel Association, CSEA, Inc. for the purpose of professional negotiations as the exclusive representative for all employees in the unit for the purposes of and with all the rights and privileges as provided by Public Act No.491 and General Statutes 7-467 and under certification by the Connecticut State Labor Relations Board under Case No. ME-5968 dated October 29, 1980.

The recognition under Case No. ME-5968, modified June 1, 1998, consists of employees of the East Windsor Board of Education employed in cafeteria positions in the East Windsor School System.

ARTICLE II - GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise affecting the welfare or working conditions of employees as expressed in this Agreement. Both parties agree that proceedings shall be kept as confidential as is appropriate.

B. Definitions

1. "Grievance" shall mean a claim of an employee that there has been a misinterpretation or misapplication of the specific terms of this Agreement. An evaluation of an employee's performance shall not be subject to grievance.
2. "Employee" shall mean any member of the bargaining unit.
3. "Party in interest" shall mean the person or persons making the claim, including their designated representatives as provided for herein.
4. "Days" shall mean scheduled working days.

C. Procedures

1. Level One - Administrative Supervisor

If an employee feels that he/she may have a grievance, he/she will discuss the matter with his/her Administrative Supervisor in an effort to resolve the problem, with or without the assistance of the Association.

2. Level Two - Superintendent of Schools

- a. If the aggrieved employee is not satisfied with the disposition of his/her grievance at Level One, he/she may, within three (3) days after the decision, file his/her written grievance to the Superintendent of Schools, with a copy to the Association.
- b. The Superintendent of Schools may, within five (5) days after receipt of the grievance, meet with the aggrieved employee and a representative of the Association for the purpose of resolving the grievance. Minutes of such hearing shall be kept by the Superintendent and made available to such party in interest upon written request.
- c. The Superintendent shall, within five (5) days after the final hearing, render his/her decision and the reasons therefore, in writing, to the aggrieved employee, with a copy to the Association.

3. Level Three -Board of Education

- a. If the aggrieved employee is not satisfied with the disposition of his/her grievance at Level Two, he/she may within three (3) days after the decision, file the grievance to the Board of Education, with a copy to the Association.
- b. The Board of Education shall, within twenty (20) days after receipt of the appeal, meet with the aggrieved employee and with a representative of the Association for the purpose of resolving the grievance. Minutes of such hearing shall be kept by the Superintendent and made available to any party in interest upon written request.
- c. The Board shall, within fifteen (15) days after the final hearing, render its decision and the reason therefore, in writing, to the aggrieved employee, with a copy to the Association.

4. Level Four - Arbitration

- a. In the event the grievance shall not have been satisfactorily settled, the Association or the Board may, within five (5) days of the decision by the Board, submit the dispute to arbitration by the State Board of Mediation and Arbitration. The board of Mediation and Arbitration's decision shall be final and binding on the Board and the Association. In the event the Association decides not to submit the grievance to arbitration, the individual grievant may submit the grievance to arbitration but shall bear the full cost.
- b. The arbitrator may only hear and decide grievances based upon an alleged misapplication or misinterpretation of the specific terms of this Agreement. The decision of the Board shall be final on all other matters. The arbitrator shall hear and decide only one grievance in each case. He/she shall be bound by and must comply with all of the terms of this Agreement. He/she shall have no power to add to, delete from, or modify in

any way, any of the provisions of this Agreement. If the Association or the Board submits the grievance to arbitration, the cost of arbitration shall be borne equally by the parties.

Miscellaneous

1. Employees and their representative shall not suffer any loss of pay when involved in the processing of grievances.
2. Copies of all documents, communications, and records dealing with the process of a grievance shall be filed separately from the personnel files of the participants.
3. Forms for filing and processing grievances are found in the Appendix attached hereto and are made a part of this Agreement. Forms shall be made available through the Association so as to facilitate operation of the grievance procedure.
4. Grievances shall be considered waived unless submitted within five (5) days of the date of the grievant knew or should have known of the event or action upon which the grievance is based.
5. Unless expressly limited by a specific section of this Agreement, all rights, powers, and authority of the Board of Education involving the East Windsor School District, including but not limited to full control over the policies, practices, procedures, and regulations with regard to employees of the Board, shall remain vested solely and exclusively in the Board of Education.
6. No reprisals of any kind shall be taken by either party or by any member of the East Windsor administration or the East Windsor Cafeteria Personnel Association against any participant in the grievance procedure by reason of such participation.

ARTICLE III - CLASSIFICATIONS

3.1 All cafeteria employees who come under this Agreement will be assigned to one of the following work categories:

<u>Category</u>	<u>Classification</u>
I	Kitchen Supervisor
II	Cook
III	General Cafeteria Worker

** Food Service Director – position would have a salary of an additional \$12.00 per hour for 3 ½ hours of the employee’s current daily work schedule. This schedule will be for a total of 48 weeks.

3.2 When the Food Service Director assigns a cafeteria employee to perform in a higher job classification due to the absence of an employee in said classification, he/she will be paid the wage rate of the higher classification after the initial assignment of the work. The employee will be placed in the higher classification at their current step level. The employee will submit a separate time card for all work done outside their regular assignment.

3.3 If school has started but is closed early, cafeteria workers will be sent home and receive their full pay for the day.

3.4 If the opening of school is delayed, employees shall report to work at the equivalent delay from their normal start time and shall receive their full pay for the scheduled work day.

ARTICLE IV - EMPLOYEE REVIEW OF OFFICIAL PERSONNEL FOLDERS

Employees desiring to review their official personnel folders will be permitted to do so by making an appointment through their immediate supervisor. If, upon inspection of his or her personnel file or medical records, an employee disagrees with any of the information contained in such file or records, removal or correction of such information may be agreed upon by such employee and his or her employer. If such employee and employer can't agree upon such removal or correction, then such employee may submit a written statement explaining his or her position. Such statement shall be maintained as part of such employee's personnel file or medical records and shall accompany any transmittal or disclosure from such file or records made to a third party.

ARTICLE V - NO STRIKE

Neither the Association nor any of the employees in the bargaining unit shall call, authorize, instigate, sanction, condone, or participate in any strike, slowdown, work stoppage, refusal to render services or any action against the Board which would impede the proper functioning of the school system at any time, nor shall there be any lockout by the Board in any part of the Board's operation.

ARTICLE VI - POSTING OF VACANCIES

6.1 Notice of vacancies and/or new positions which is reasonably anticipated to exist for at least 120 days, shall be on the district's website for five (5) working days for internal applicants.

6.2 Any person interested in a position must apply through the online application process.

6.3 The board, in filling such positions, shall give due consideration to ability, experience, and all things being equal as determined by the evaluation process, then seniority at the Food Service Director's discretion.

ARTICLE VII - JOB SECURITY

7.1 After a cafeteria employee has successfully served a ninety (90) day probationary period, he or she shall be appointed to his or her position.

7.2 Probationary employees cannot utilize the grievance procedure during their period of probation.

ARTICLE VIII - FUNERAL LEAVE

8.1 In the event of a death in an employee's immediate family, it is recognized by the parties that the employee may need time off to attend the funeral services from the day of the death to the day of the funeral. If any of these days occur on the employee's scheduled working days, the employee shall suffer no loss in pay, exclusive of overtime, but not to exceed a maximum of three (3) days of absence per occurrence.

8.2 Such absence is not accumulative from year to year.

8.3 Immediate family is defined as:

Spouse	Child
Parent	Sibling
Grandparent	Grandchild
Father-in-law & Mother-in-law	Brother-in-law & Sister-in-law

Any blood relative who is domiciled in such employee's home.

Special requests, other than immediate family, may be granted at the Superintendent's discretion.

ARTICLE IX - PERSONAL LEAVE

9.1 In the event a cafeteria employee has personal business which cannot be transacted other than during the school day, an annual maximum of three (3) days of leave may be granted at full pay; all days shall be discretionary and require no explanation. Such days may be taken on a half-day basis.

9.2 Such leave is not cumulative from year to year.

9.3 Advance approval by the Superintendent of Schools, or his/her designee, is required.

9.4 Personal leave cannot be used to extend vacation periods or holidays.

ARTICLE X - JURY DUTY

10.1 Any employee who is called for jury duty shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave or from personal days. The amount of compensation received for jury duty, excluding traveling expenses, shall be deducted from the staff member's salary. In any event, the employee shall not receive less than the normal day's pay.

10.2 If the employee is excused from court on any scheduled working day prior to 12:00 noon or who is not required to be in court on any given scheduled working day while serving on jury duty, the employee shall report to school for work.

ARTICLE XI - SICK LEAVE PROVISIONS

11.1 Sick days shall be earned at the rate of one and one half (1.50) days per month employed. A minimum of ten (10) days must be worked to earn one and one half (1.50) days. Three (3) of these days may be used to care for the illness of family members.

11.3 If an employee has been absent for more than three (3) consecutive days, a physician's certificate may be required by the administration. A physician's certificate may be required for absences of less than three (3) days for other extenuating circumstances.

11.4 An employee may accumulate up to ninety (90) sick days.

ARTICLE XII - HOLIDAYS

12.1 Cafeteria personnel shall receive eleven (11) paid holidays; which will be Labor Day, Columbus Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day and one (1) Floating Holiday.

12.2 In the event a payday occurs on a holiday when cafeteria personnel are not scheduled to work, paychecks will be issued on the last workday preceding the holiday.

ARTICLE XIII - MEALS AND CLOTHING ALLOWANCE

13.1 Each regular and substitute employee is entitled to a free lunch daily and will receive pay for a period not to exceed twenty (20) minutes if the lunch period falls within normal scheduled hours for the job.

13.2 Each regular food service employee, on an off pay week in February, will receive a uniform allowance of \$200 or a uniform as determined by the Superintendent of Schools. The Board shall provide aprons and hair nets for each kitchen staff. Kitchen staff may use their own aprons and hair nets as long as it meets requirements of the food service program.

ARTICLE XIV - FRINGE BENEFITS

14.1 All employees employed forty (40) hours or more per week shall be entitled to the following insurance benefits:

- A. A High Deductible Health Plan, with deductibles of \$2000 for single coverage and \$4000 for 2-person and family coverage.
 - i. The Board will contribute 50% of the applicable deductible for the length of the contract.
 - ii. The premium cost share for this plan shall be 20%.

- B. A preferred provider plan, with the following features:
 - i. Prior authorization for high cost diagnostics – CT, CAT, MRI, MRA, PET, SPECT
 - ii. \$20 Office visit copayment
 - iii. \$100 outpatient and inpatient hospital copayment
 - iv. \$25 ER and urgent care copayment
 - v. \$10/\$25/\$40 copayments for prescriptions
 - vi. Deductibles of \$200/\$400/\$500 for OON services
 - vii. Coinsurance of \$800/\$1,600/\$2000 for OON service
 - viii. The premium cost share paid by the employee for this plan shall be the full difference in the cost to the Board between this plan and the HDHP.

- C. A vision care plan, providing for partial payment of frames and lens, or contact lens, every two years.

- D. The Board shall pay seventy-five (75) percent of the cost of the Blue Cross/Blue Shield Full Service Dental Plan with Rider A

The plan will be compliant with all applicable federal health reform regulations.

14.2 Effective September 1, 2017, the Board of Education shall offer cafeteria workers that work at least 30 hours but less than 40 hour per week a High Deductible Health Plan with an

individual deductible of \$3,000 and family deductible of \$6,000. The Board of Education will contribute to the cost of employee only coverage. The employee premium cost share for this plan shall be 9.66% of the annual wages of a first step general worker and adjust yearly according to the Affordable Healthcare Act Cafeteria workers may purchase additional dependent coverage at no cost to the Board of Education.

14.3 All other employees may purchase Blue Cross, Blue Shield and Major Medical Fringe benefits at no cost to the Board of Education, with the following stipulations:

- A. The purchase of such benefits is approved by the insurance company that provides the benefits.
- B. Such purchases do not cause substantial rate increases, as determined by the Board of Education.
- C. The insurance company which provides the benefits shall use a separate experience factor, if possible, for the purpose of establishing rates, based solely or employees who are purchasing such benefits with their own funds.

14.4 The Board of Education shall provide and pay for the full cost of life insurance for each cafeteria employee covered by this contract in the amount of \$20,000.

14.5 Any employee of the East Windsor Board of Education is eligible to participate in tax sheltered annuities 403(b) through payroll deduction. A list of authorized companies is available from the Business office.

ARTICLE XV - DISPLAY OF ASSOCIATION MATERIAL

The Board shall provide a space in each school cafeteria for the display of Association material.

ARTICLE XVI - ASSOCIATION MEETINGS

The Association may call meetings in each school whenever necessary, providing employees do not leave their workstations, until the end of the workday.

ARTICLE XVII - PROTECTION OF EMPLOYEES

17.1 Employees shall report immediately in writing to their supervisor and to the Central office all cases of assault suffered by them in connection with their employment.

17.2 Such report shall be forwarded to the Superintendent of Schools who shall comply with any reasonable request from the employee for information in his/her possession.

ARTICLE XVIII - UNION SECURITY

18.1 During the life of this agreement, an employee retains the freedom of choice whether or not to become a member of the Union.

18.2 Union dues shall be deducted by the Board of Education from the paycheck of each employee who signs and remits to the Board an authorization form. Such deduction shall be discontinued upon written request of an employee thirty (30) days in advance.

18.3 Any employee who, within thirty (30) days after being hired and covered by this Agreement, fails to become a member of the Union or any employee whose Union membership is terminated for any reason or any employee who resigns from Union membership shall be required to pay an agency service fee under Section 18.4

18.4 The Board shall deduct the agency service fee from the paycheck of each employee who is required to pay such fee as a condition of employment, provided however, that no such payment shall be required of an employee who objects to payments of such fee based on the tenet of a bona fide religious sect. Employees objecting on religious ground shall make a monthly contribution to an IRS recognized charity, designated by mutual agreement of the Board and the Union, equivalent to Union dues.

18.5 The amount of dues or agency fee deducted under this Article, together with a list of employees, shall be remitted promptly to CSEA SEIU, Local 2001, 760 Capitol Avenue, Hartford, Connecticut 06106, together with a list of employees and their addresses for whom any such deduction is made.

18.6 The organization agrees to indemnify and to hold the Board harmless against any and all claims, demands, suits, or other forms of liability that shall, or may arise out of, or by reason of, action taken by the Association for the purpose of complying with the provisions of this Article.

18.7 The East Windsor Board of Education and the Association agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, creed, color, national origin, age or political affiliation.

ARTICLE XIX – RIGHTS AND RESPONSIBILITIES OF THE BOARD OF EDUCATION

19.1 Unless expressly and specifically limited, modified, abridged, or relinquished by a specific provision of this Agreement, and whether exercised or not, the rights, powers, and, authority heretofore held by the Board of Education, pursuant to any charter, general or special statutes, ordinance, regulation, or other lawful provision, under the complete operations, practices, procedures, and regulations with respect to employees of the Board, shall remain solely and exclusively in the Board, including, but not limited to, the following: to determine the standards of service to be offered by Board employees; to determine the standards of service to be offered by Board employees; to determine the standards of selection for Board employment; direct its

employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; issue rules and regulations; maintain the efficiency of governmental operations; determine work schedules; determine the methods, means, and personnel by which the Board's operations are to be conducted; determine the content of job classifications, provided that when substantial changes in existing classifications occur, rates of pay for the revised classifications shall be negotiable; exercise complete control and discretion over its organization and technology of performing its work; and fulfill all of its legal responsibilities.

19.2 Such rights, powers and responsibilities shall be exercised in a reasonable manner so as not to be arbitrary or capricious. If any conflict occurs between this Article and any other Article in this Agreement, the latter shall govern.

ARTICLE XX - LAYOFFS AND SENIORITY

20.1 In the event that layoffs become necessary, the employee with the least seniority shall be laid off first. When employees are to be recalled, the first to be recalled shall be those last laid off. If the Board intends to layoff an employee, a one (1) week notice of termination shall be given to said employee.

20.2 Laid-off employees shall have recall rights within their professional capabilities for a period of eighteen (18) months from the date of lay-off. An employee who refuses shall lose all further recall rights.

20.3 For the purposes of this Article, seniority shall be defined as an employee's continuous length of service with the Board from said employee's most recent date of hire.

20.4 Employees on layoff shall receive no benefits during the period of layoff and shall have no rights with respect to re-employment once their recall rights expire.

20.5 In the event of a school closing, or the operation of a school cafeteria by an outside contractor, employees will be transferred to a similar position in another school providing such a position is available. If a similar position is not available, employees to be transferred will be assigned to a position on the basis of seniority.

20.6 Nothing in this Article shall require the transfer or promotion of an employee to another sub classification or the transfer of an employee to another school except as specified in Section 20.5.

ARTICLE XXI - HOURS OF WORK AND SCHOOL YEAR

21.1 Hours of work shall be determined by the Board in its sole discretion consistent with operational requirements and the interests of the school system.

21.2 In the event that hours of work of cafeteria employees must be reduced, no employee in the bargaining unit will have their hours reduced to less than twenty (20) hours per week. However, probationary and employees working less than twenty (20) hours per week will be considered for having their hours reduced first.

21.3 The school year for all bargaining unit personnel shall be flexible between 170 days to 190 days per school year.

21.4 The Superintendent, or his designee, shall determine when overtime shall be worked. Employees shall be paid time and one half for all overtime worked that exceeds forty (40) hours per work week. All overtime must be specifically approved in advance by the Superintendent or his designee. Overtime shall be distributed on as equal a basis as is practical. In the event that all qualified employees decline to work overtime, the least senior such employee must perform such overtime for the period scheduled.

21.5 Overtime shall be paid at one and one-half times an employee's regular rate for all work performed on Saturdays, Sundays, or paid holidays.

21.6 Employees required to work outside their regularly scheduled working hours shall receive a minimum of three (3) hours salary at their regular hourly rate of pay.

ARTICLE XXII - MISCELLANEOUS PROVISIONS

22.1 This Agreement may be reopened at any time on any matter providing the Board and the President of the Association agree that it should be reopened. Any modification of this Agreement will be ineffective until approved by both the Board and the Association and made an addendum or amendment to the existing Agreement.

22.2 Effective September 1, 2005, a Longevity payment shall be made to employees who qualify each October 1 on an annual basis as follows:

10 years of consecutive service	\$275.00
15 years of consecutive service	\$375.00
20 years of consecutive service	\$475.00

All longevity payments shall be made in a payment in October of each year.

22.3 Direct Deposit of paychecks shall be required for all employees.

ARTICLE XXIII - DURATION

23.1 The terms of this Agreement shall be effective as of the first day of September, 2017 and shall continue and remain in full force and effect to and including the 31st day of August, 2020.

23.2 If either the Board or the Association desires to meet for the purpose of negotiating changes or modifications in the provisions of this Agreement, either shall give written notice of such desire to the other by certified or registered mail not less than one hundred twenty (120) days prior to the expiration of this Agreement.

ARTICLE XXIV - PENSION

24.1 Eligible classified employees shall pay 2% into retirement fund and the multiplier shall be 1.75.

ARTICLE XXV – DISCIPLINE

25.1 No bargaining unit employee shall be disciplined unless the discipline is for just cause. Disciplinary action shall ordinarily be progressive in nature but nothing shall preclude the employer from imposing more serious disciplinary action, up to and including discharge at any time when warranted in a specific case.

25.2 Discipline may include:

- A. Verbal warnings
- B. Written warnings
- C. Suspension without pay
- D. Discharge

25.3 All disciplinary action shall be for just cause and must be stated in writing with reason given to the employee and union president at the time of verbal warning, written warning, suspension without pay or discharge.

25.4 The employee's personnel file shall have all warnings removed after eighteen months from the date they were administered.

ARTICLE XXVI – LEAVES OF ABSENCE

26.1 Leaves of absence, without pay, requested by employees, including part-timers, may be granted at the discretion of the Superintendent. The terms of the leave, excluding eligibility, will be in accordance with State and/or Federal FMLA laws. Application for such leave of absence must be made in writing, stating the reason for the request and the length of time desired.

ARTICLE XXVII – UNION BUSINESS LEAVE

27.1 Special leave of absence with pay will be granted under the following conditions to the Chapter President or his/her designee for attendance at conferences, institutes, or seminars sponsored or endorsed by the Union.

A. Written request for such leave shall be submitted by the Union to the Superintendent at least ten (10) calendar days prior to the first day of such leave. A request may be denied if the absence from duty of the employee during the period of requested leave would be seriously detrimental to the best interests of the District.

B. Not more than an aggregate total of one (1) day of leave from scheduled duty shall be granted annually, with pay. Leave without pay aggregating a total of three (3) days may be granted each fiscal year by the Superintendent for other Union Business.

APPENDIX A - WAGE SCHEDULE

Effective September 1, 2017 \$1.00 per step/category, + 1 Step if applicable
 Effective September 1, 2018 \$1.00 per step/category, + 1 Step if applicable
 Effective September 1, 2019 \$1.00 per step/category, + 1 Step if applicable

Category Classification		2017-2018	2018-2019	2019-20
I. Kitchen Supervisor -	Step I	\$16.59	\$17.59	\$18.59
	Step II	\$16.90	\$17.90	\$18.90
	Step III	\$17.19	\$18.19	\$19.19
	Step IV	\$17.52	\$18.52	\$19.52
	Step V	\$17.83	\$18.83	\$19.83
	Step VI	\$18.33	\$19.33	\$20.33
	Step VII	\$18.86	\$19.86	\$20.86
	Step VIII	\$19.39	\$20.39	\$21.39
	Step IX	\$19.94	\$20.94	\$21.94
	Step X	\$20.49	\$21.49	\$22.49
	Step XI	\$21.08	\$22.08	\$23.08
	Step XII	\$21.70	\$22.70	\$23.70
II. Cook -	Step I	\$14.77	\$15.77	\$16.77
	Step II	\$15.03	\$16.03	\$17.03
	Step III	\$15.30	\$16.30	\$17.30
	Step IV	\$15.58	\$16.58	\$17.58
	Step V	\$15.86	\$16.86	\$17.86
	Step VI	\$16.31	\$17.31	\$18.31
	Step VII	\$16.77	\$17.77	\$18.77
	Step VIII	\$17.24	\$18.24	\$19.24
	Step IX	\$17.73	\$18.73	\$19.73
	Step X	\$18.23	\$19.23	\$20.23
	Step XI	\$18.75	\$19.75	\$20.75
	Step XII	\$19.28	\$20.28	\$21.28

III. General Cafeteria Worker -	Step I	\$11.74	\$12.74	\$13.74
	Step II	\$11.95	\$12.95	\$13.95
	Step III	\$12.17	\$13.17	\$14.17
	Step IV	\$12.38	\$13.38	\$14.38
	Step V	\$12.59	\$13.59	\$14.59
	Step VI	\$12.94	\$13.94	\$14.94
	Step VII	\$13.30	\$14.30	\$15.30
	Step VIII	\$13.68	\$14.68	\$15.68
	Step IX	\$14.04	\$15.04	\$16.04
	Step X	\$14.44	\$15.44	\$16.44
	Step XI	\$14.84	\$15.84	\$16.84
	Step XII	\$15.27	\$16.27	\$17.27
	Step XIII	\$15.70	\$16.70	\$17.70
	Step XIV	\$16.12	\$17.12	\$18.12
	Step XV	\$16.58	\$17.58	\$18.58

SIGNATURE BLOCK

In witness whereof, the parties hereunto have caused these presents to be executed by their proper offices, hereunto duly authorized and their seals affixed hereto as of the date and year first above written.

EAST WINDSOR BOARD OF EDUCATION

By _____

By _____

Date _____

EAST WINDSOR CAFETERIA PERSONNEL ASSOCIATION
CSEA SEIU LOCAL 2001

By _____

By _____

Date _____