

Cafeteria Section

AGREEMENT

Between

TORRINGTON BOARD OF EDUCATION

and

LOCAL 1579 OF COUNCIL #4

AMERICAN FEDERATION OF STATE, COUNTY AND

MUNICIPAL EMPLOYEES

AFL-CIO

(CUSTODIAN and MAINTENANCE, CAFETERIA,

PARAPROFESSIONAL AND SECRETARIAL EMPLOYEES

OF THE TORRINGTON PUBLIC SCHOOL SYSTEM)

Effective July 1, 2017 - June 30, 2020

**AGREEMENT BETWEEN THE TORRINGTON BOARD OF EDUCATION
-and
LOCAL 1579 OF CONNECTICUT COUNCIL #4 AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO**

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-and-
LOCAL 1579 OF CONNECTICUT COUNCIL #4 AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO**

**(THE CUSTODIAL AND MAINTENANCE, CAFETERIA,
PARAPROFESSIONALS, AND SECRETARIAL EMPLOYEES OF THE
TORRINGTON PUBLIC SCHOOL SYSTEM)**

PREAMBLE

The following Agreement is designed to set forth in writing the agreement reached between the Board of Education and such of its employees as may be covered by this contract with respect to wages, hours of employment and other conditions of employment.

CAFETERIA SECTION

**ARTICLE I
RECOGNITION**

The Torrington Board of Education hereinafter referred to as the “Employer” hereby recognizes Local 1579 of Council #4, American Federation of State, County and Municipal Employees, AFL-CIO as the sole and exclusive representative of all Custodial and Maintenance employees of the Employer, excluding supervisory employees as set forth in Connecticut State Board of Labor Relations Decision and Certification of Representation Case Number ME-6328 including all Cafeteria Employees as set forth in Connecticut State Board of Labor Relations Decision and Certification of Representative, Case No. ME-12,229, Decision and Expansion of Unit, Decision No. 2886, dated February 14, 1991; all Paraprofessionals as set forth in Connecticut State Board of Labor Relations Decision and Certification of Representation Case Number ME-12,873, dated July 9, 1990 (and affiliation with Local 1579 as of February 10, 1994); all Secretaries as set forth in Connecticut State Board of Labor Relations Decision and Modification of Unit Case Number ME-15,998 dated March 22, 1994, hereinafter referred to as the “Union”, and that said Union is the exclusive representative of all such employees for the purposes of collective bargaining with respect to wages, hours of employment and other conditions of employment.

**CODING USED IN THIS AGREEMENT DENOTING EMPLOYEES
REFERENCED:**

C and M	=	Custodial and Maintenance Employees
CE	=	Cafeteria Employees
P	=	Paraprofessionals
S	=	Secretaries

ARTICLE II
UNION SECURITY

Section 2.1 - CE

It shall be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirty-first (31st) day following the beginning of such employment become and remain members in good standing in the Union or pay service fees as certified by the Union.

Section 2.2 - CE

The Employer agrees to deduct uniform Union dues or service fees from the paycheck of each employee within the bargaining unit who has signed an authorization deduction card, as certified by the Secretary or other authorized official of the Union. Deductions shall be made weekly.

Section 2.3 - CE

The total amount deducted each week in accordance with the provisions of this Agreement will be remitted by the Employer, together with a list of the employees from whose wages such deductions have been made, to such individual and at such address as shall be specified by the Treasurer of the Union. Such remittance shall be made by the last day of the month in which deductions are made. The Employer will provide an up-to-date list of bargaining unit employees with names and addresses of all such employees, mailed to the Treasurer of the Union not later than December first of each year.

Section 2.4 - CE

The Employer shall provide each present employee and each new employee, when hired, with a copy of this Agreement.

Section 2.5 - CE

The Union agrees to indemnify and save the Board harmless against any and all claims, demands, suits, judgment, or other forms of liability that shall arise out of or by reason of action taken by the Board for the purpose of complying with the dues deduction or service fees provisions of this Article.

ARTICLE III
SENIORITY

Section 3.1 - CE

Employees shall be designated under the following bargaining unit department:
Cafeteria.

Section 3.1.2 - CE

Departmental seniority shall mean the term of service beginning on the date the employee begins employment within the cafeteria bargaining unit department. In the event a member transfers departments within Local 1579 (e.g., an employee moves from the cafeteria unit to the secretary unit), he/she forfeits all vacation and departmental seniority rights, however, he/she will retain the sick leave accumulation he/she earned under his/her previous department. Under no circumstances, however, shall an employee become eligible for a sick leave or a longevity payment upon severance of employment by transferring from one Local 1579 department to another, (e.g., a cafeteria employee hired prior to the 2007-2010 contract will not be eligible for terminal leave or a sick leave payout if he/she transfers into the secretarial unit).

Section 3.1.3 -CE

Bargaining unit seniority shall mean an employee's term of uninterrupted service beginning with the date of hire with the Board of Education, irrespective of his/her department.

Section 3.1.4 - CE

Classification seniority as used herein shall mean a term of uninterrupted service within the specific cafeteria classification (set forth in Section 17.1-CE below) and is computed from the day the employee becomes a member of the classification. Classification seniority shall be applied in all matters in which seniority is a factor as stated in this Article, including, but not limited to layoff and recall, unless the contract specifically states otherwise. Transfers and promotions shall be governed by **departmental seniority** as that term is defined in Section 3.1.2-CE above.

Section 3.2 - CE

The Employer shall prepare an annual list of all employees covered by this Agreement which shall set forth each employee's hiring date, classification seniority and rate of pay. A copy of such listing shall be furnished to the Union at the beginning of each school year and upon reasonable request. New employees shall be added to this list.

Section 3.3 - CE

The Employer shall provide written notice to the Union President and Department Chairperson of all personnel changes, including layoff, recall, transfer, promotion, discipline, discharge, voluntary quit, and new hires when such changes occur, and retirement where applicable.

Section 3.4- CE

- A. In the event of the reduction in the number of employees in any classification other than general cafeteria worker, the employee with the least classification seniority in the effected classification shall have the right to bump into the next lower classification in lieu of layoff, provided he/she is qualified for the position at issue, until such time as all employees within such classification have bumped or been given the opportunity to do so.

- B. The least senior employee(s) within the General Cafeteria Worker Classification shall be laid off to accommodate employees bumping into that classification.

Section 3.5 - CE

The Employer shall place the name of any laid off employee on an appropriate recall list and arranged in the order of layoff. The employee's name shall remain on the list for two years unless he is re-employed during such time. An employee who accepts a position in a lower classification in lieu of layoff shall be placed on a recall list for his/her former classification for a period of two (2) years.

Section 3.6 - CE

The employer shall first recall in the order of seniority any employee on the recall list who was previously laid off in a particular classification, provided he/she is qualified for the position at issue, before any new employee is hired into such classification.

Section 3.6.1 - CE

Part-time employees shall be offered their former positions after full time employees on the recall list have been offered the opportunity to exercise their right to accept the position.

Section 3.7 - CE

Any approved leave of absence without pay shall not void an employee's seniority, but the period of absence shall not be counted as part of his accumulated service for seniority purposes.

Section 3.8 - CE

- A. Union Officers (President, Vice-President, Secretary and Treasurer), Department Chairperson, Departmental Chief Shop Steward, and Shop Steward shall have top seniority in the Department in the event of layoff.
- B. For Union Officers only, in the event of job elimination, after exercising the above rights, the employee with top seniority may then bump into any department in the bargaining unit in the same pay category or lower provided they can perform the work.

In the event there is a dispute between the parties the Board agrees it shall not act in an arbitrary, unreasonable or capricious manner.

- C. The Union will notify the Board annually in January of those employees who have top seniority.

Section 3.9 - CE

If a union member on layoff is physically able to return to work to fill a vacant position and refuses a callback offer or refuses to respond to a callback notice within one week (seven calendar days), that union member will be removed from the callback list. If

medical documentation is provided confirming the individual's inability to physically handle the responsibilities of that particular position, the person will remain on the recall list, maintaining his or her same callback order relative to others on that list. (As specified in the contract, laid-off employees are kept on the callback list for up to two (2) years. If a person has not been called back to work by the end of two years, that person is dropped off the list.

ARTICLE IV

VACANCIES AND TRANSFERS

Section 4.1 - CE

When a vacancy exists in a department, the employee with the most seniority in that department and classification shall be given the first opportunity to fill such vacancy. Whenever an employee is promoted or fills a posted vacancy in any position, a trial period of ninety (90) calendar days shall be served. Any employee found to be unsuitable during such trial period, shall be returned to a position within his/her classification and department. Employees may not apply for a change in position during their trial period.

Section 4.1.1 - CE

Notice of a vacancy or new position shall be posted for five (5) working days before being filled. Employees regularly scheduled to work less than twelve (12) months shall be mailed notice of any openings for non-certified positions in the bargaining unit which occur during the summer vacation and shall have ten (10) days from postmark of such notice to respond.

Section 4.1.2 - CE

- A. Any vacancy remaining open after employees have exercised their right to bid within classification shall then be opened to the employee, if qualified, with the most seniority in that department who shall be given the first opportunity to fill such a vacancy.

- B. Qualified employees shall be given an adequate opportunity to make application for advertised positions outside their departments. If, in the sole determination of the Superintendent, the qualifications of the applicants are substantially equivalent, preference shall be given to qualified employees by the Board.

In making the determination the Board agrees that it shall not act in an arbitrary, unreasonable or capricious manner.

- C. Whenever an employee fills a vacancy in accordance with the above procedures a trial period of ninety (90) calendar days shall be served. Any employee found to be unsuitable during such trial period, shall be returned to a position within his/her prior classification and department. Employees may not apply for a change in position during their trial period.

Section 4.1.3 - CE

Any new employee shall serve a probationary period of ninety (90) days at work. If such period is completed successfully, his or her seniority shall be computed from the date of employment.

Section 4.1.4 - CE

Any employee who is assigned to work in a higher classification for one or more hours shall be paid at the rate of the job for all time spent in such classification. If the position involves a step the employee shall be paid at the step which provides the employee a rate increase.

ARTICLE V
HOURS OF WORK

Section 5.1- CE

- A. Daily hours of work shall be for five (5) consecutive days, Monday through Friday, provided schools are open to serve food.
- B. Each employee shall be entitled to a fifteen (15) minute rest time if scheduled to work at least a four (4) hour work period.
- C. The school work year for all cafeteria employees shall be the student year, plus two (2) additional days. One such day shall be scheduled the day before the start of the student year and the remaining additional day shall be scheduled the day after the last student day.
- D. 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 single work week.
- E. The Cafeteria Manager will divide extra hours and overtime among employees within the Cafeteria classifications in each school in an equitable manner.
- F. Employees shall be paid time and one-half his/her regular hourly rate for all work performed on evenings and Saturdays.
- G. Employees shall be paid double his/her regular hourly rate for all work performed on Sundays.
- H. An employee shall be paid double his/her regular hourly rate in addition to his/her holiday pay when required to work on a holiday.
- I. When school is dismissed early, employees shall be allowed to leave with no loss of pay once students are dismissed from the cafeteria and the kitchen is properly closed.

Section 5.2 - CE

Employer records pertaining to assigned overtime work for members of the departments covered by this Agreement, shall be made available to the proper Union Representative upon written request.

ARTICLE VI
HOLIDAYS

Section 6.1 - CE

There shall be four (4) paid holidays as follows:

New Year's Day	Memorial Day
Thanksgiving Day	Christmas Day

Section 6.2 - CE

Any employee, who is on layoff on the day preceding or following the holiday, will not be paid for such holiday.

Section 6.3 - CE

Any employee failing to work the day preceding or the day following the holiday without a reasonable excuse shall not receive pay for the holiday.

Section 6.4 - CE

Each employee shall be paid double such employee's hourly rate in addition to his holiday pay when required to work on a holiday.

ARTICLE VIII
LEAVES OF ABSENCE

Section 8.1 - CE

1. Sick leave shall be considered to be absence from duty with pay for the following reasons:
 - A. Illness or injury, except where such illness or injury arises out of or in the course of employment by an employer other than the Employer.
 - B. When an employee is required to undergo medical, optical, or dental treatment and only when this cannot be accomplished on off-duty hours.
2. Sick leave can be taken in 30 minute increments.
3. When serious illness of a member of the employee's immediate family required his personal attendance; and if supported by a medical certificate.

Section 8.2 - CE

Sick leave shall be calculated based upon hours of service. Sick leave shall accrue at the rate of one and one-quarter (1-1/4) working days for each month of service for an employee who works five (5) or more hours per day. Sick leave for an employee who works less than five (5) hours per day will be prorated.

Sick leave shall accumulate to a maximum of fifty (50) days.

Section 8.3 – CE

An employee who is receiving Workers' Compensation benefits shall be paid at the rate provided for in the Workers' Compensation Act.

During the waiting period after an employee applies for Workers' Compensation, and while eligibility is being determined, the Board shall pay the employee's regular weekly wages and charge this period of time to sick leave, so long as such sick leave exists in the employee's sick leave account. In the event an employee does not have any accrued sick leave, he/she may borrow against future accrued leave and his/her future accrued leave will be reduced accordingly. If subsequently a determination is made that the employee is eligible for Workers' Compensation, the Board will be reimbursed by the employee from the proceeds of the Workers' Compensation and an adjustment will be made to the employee's sick leave account.

Employees injured in the course of their official duties and in the performance of their work when such injury is compensable under Workers' Compensation laws shall not be charged for sick leave while receiving Workers' Compensation.

Section 8.4 - CE

Sick leave shall continue to accumulate during leaves of absence with pay.

Section 8.5 - CE

A medical certificate signed by a licensed physician or other licensed practitioner whose method of healing is recognized by Connecticut State authorities may be required to any period of absence of more than five (5) consecutive working days, or when an employee's attendance record shows frequent or habitual absences because of claimed illness or injury.

Section 8.6 - CE

The Employer may provide a physician or nurse to make any necessary examination or investigation of any alleged abuses of sick leave privileges. The cost of such examination or investigation shall be paid by the Employer.

Section 8.7- CE

Sick leave shall not accrue during a leave of absence without pay or while an employee is under suspension.

Section 8.8 - CE

An employee who has exhausted his accumulated sick leave may request, in writing, an advance of sick leave privileges. If substantiated by a medical certificate, the Superintendent of Schools shall advance to such employee sick leave privileges not to exceed one (1) day for each completed year of service. Such advanced sick leave days so granted shall be repayable by the employee from his further earned sick leave accumulation.

Section 8.9 - Military Service – CE

Any employee who leaves employment with the Employer to enlist in the Military Forces of the United States shall be granted Military leave without pay.

Such leave shall extend for the period of such military service for ninety (90) days after discharge from such service. Such leave shall not exceed four (4) years, except in the case of involuntary military service.

Any employee on military leave who has been discharged from the military forces of the United States and who applies for re-employment with the Employer within ninety (90) days of such discharge shall be reinstated in his former position together with all rights and privileges provided he meets the minimum qualifications of the position.

Employees re-employed in accordance with (2.) above shall be granted all re-employment rights as are determined by Federal and State statutes. Such period of service shall be included in its entirety for the purposes of seniority as provided herein.

Section 8.10 -Annual Military Training Leave – CE

Military leave shall be considered as continuous service and shall be so entered upon the Employer’s records. An employee on annual military training shall be granted a leave of absence with pay, less such sums received for such service, not to exceed fifteen (15) calendar days during any one calendar year, provided he filed with the Superintendent of Schools a copy of his military orders placing him on active military duty.

Section 8.11 - Bereavement Leave – CE

In the event of death in the immediate family, an employee shall be granted three (3) days of leave with pay. The Superintendent of Schools or his/her designee may, at his/her discretion, grant additional days of leave; such additional days, however, shall be charged as sick leave. For purposes of this Section “immediate family” is defined as follows: mother, father, wife, husband, brother, brother-in-law, sister, sister-in-law, child, grandmother, grandfather, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, or any relative who is domiciled in the employee’s household.

In the event of the death of an employee’s stepmother, stepfather, stepbrother, stepsister, aunt or uncle, bereavement leave not to exceed two (2) days shall be granted.

Section 8.12 - Personal Leave - CE

Each employee shall be entitled to two (2) personal days per year for personal business and shall give written notice of leave forty-eight (48) hours in advance to the Superintendent or his/her designee except in cases of emergency in which event the employee shall provide notice as soon as possible. Personal leave shall not be used either immediately before or after a scheduled holiday without prior approval of the Superintendent or his/her designee.

Section 8.13 - Union Activities - CE

Approved Union Delegate shall be allowed time off with pay to attend the below mentioned Union functions:

- State Labor Council Convention
- Council #4 Convention
- AFSCME, AFL-CIO International Convention

Total days under this Section shall not exceed ten (10) days per year.

Section 8.14 - Union Activities - CE

Officers and stewards of the Union, who are employed on the second shift, shall be excused by the Business Manager to attend special and/or regular union meetings without loss of pay, except that the Business Manager shall have the right in emergency or other unusual circumstances to deny this permission. The Employer shall not be required to fill the temporary vacancy resulting from the absence of the affected union representative or representatives.

Section 8.15 - CE

- A. Employees may be granted leaves of absence without pay for up to one (1) year upon request except to work for another employer. Said leave shall only be taken in three (3), six (6), or twelve (12) month segments
- B. The employee shall be reinstated to a position, the same, or comparable, to the position she held prior to the commencement of the leave, if it exists.
- C. An employee on such leave shall continue in seniority status for layoff purposes but shall not accrue additional seniority.

Section 8.16 - Maternity Leave - CE

An employee who becomes sick or disabled due to pregnancy or childbirth shall, upon her request, be placed on sick leave for childbearing purposes. Leave shall begin when, in the opinion of her doctor, she is no longer physically able to work and said leave shall expire when, in the opinion of her doctor, she is physically able to return to work. Employees who anticipated using this form of sick leave should notify the Superintendent as far in advance of the anticipated commencement date of leave as possible. Except in the case of medical difficulties, sick leave is not normally expected to continue for more than six (6) weeks after delivery.

ARTICLE IX
SAFETY AND HEALTH

Section 9.1 - CE

Both parties to this Agreement hold themselves responsible for mutual cooperative enforcement of safety rules and regulations.

Section 9.2- Clothing Allowance - CE

Cafeteria workers shall receive a clothing allowance of \$225.00 effective July 1, 2007; \$250.00 effective July 1, 2008; and \$275.00 effective July 1, 2009 and each year thereafter payable in the month of June in each year. Said allowance shall be prorated for any employee who has not worked a full work year.

ARTICLE X
MEDICAL/DISABILITY COVERAGE

Section 10.1 - Anthem (Blue Cross/Blue Shield) - CE

Section 10.2 – Riders - CE

Coverage pursuant to Section 10.1 shall include:

- a. Reimbursement of Medicare premiums of eligible employees;
- b. Anthem (Blue Cross/Blue Shield) High Option Plan or its equivalent and Anthem (Blue Cross/Blue Shield) 65 Plan 81 or its substantial equivalent for retirees and dependents (at no cost to the retiree).

The provision set forth in Sections 10.2 (a) and (b) shall not apply to employees hired on or after July 1, 2017.

Section 10.3 – CE

All full time cafeteria employees and all part time employees scheduled to work at least nineteen (19) hours per week shall be entitled to elect coverage for themselves and their dependents under the health insurance programs described below. Each shall be subject to the cost sharing provisions and other limitations of restrictions applicable to the medical program selected as set forth in the following sections.

1. The copay plan with coverage as follows:
 - a) Each cafeteria employee shall receive medical insurance coverage for themselves and their dependents under the plan below:

<u>Co-Pay Chart</u>	
Office Visit	\$25
Specialty Office Visit	\$35
Inpatient Admission	\$200
Outpatient Surgery	\$150

Emergency Room	\$100
Urgent Care	\$25
High Cost Diagnostic*	N/A
OON Deductible	400/800/1200
OON Coinsurance	80%/20%
OON Coins Max	1500/3000/4500
OON Out-of-Pocket Max	1900/3800/5700
RX Copay	\$10/25/40
RX Benefit Maximum	Unlimited
Mail Order Copays	2x
RX Day Supply	30/90
RX Edits	Qual/Safety Only

- b) Anthem (Blue Cross/Blue Shield) full payment Dental Rider; including Riders A, B, C and D. Board of Education reserves the right to change the dental insurance carrier provided substantially equivalent coverage and network are provided.
- c) Such coverage shall include vision benefits

2. Premium Contributions:

The cost of coverage described in Section 10.1 shall be shared by the Board and cafeteria workers as follows for the duration of the agreement:

Cafeteria/PPO Plan or HMO Plan

	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>
Employee	35%	35%	35%
Board	65%	65%	65%

Section 10.4 - CE

All full time Cafeteria employees (those regularly scheduled twenty-seven and one-half (27-1/2) hours or more per week), who are at least sixty (60) years of age and have been then employed by the Board for at least the prior fifteen (15) years shall be entitled, upon their retirement from their employment with the Board, to the medical insurance coverage as follows:

1. Benefits Prior to Age Sixty-Five (65):

The Board will provide all the medical coverage to future retirees until the retiree reaches age sixty-five (65) which is provided to active bargaining unit employees of the employee's department, except that Cafeteria retirees shall continue to pay fifty percent (50%) of the premium.

2. **Benefits After Age Sixty-five (65):**

The employees identified above and who retire at age sixty-five (65) or older, or who are retired when they reach age sixty-five (65) or older, shall then be entitled, after their sixty-fifth (65th) birthday while retired from employment with the Board, to the Medicare supplement insurance (Blue Cross/Blue Shield High Option Plan and Blue Cross/Blue Shield Plan 81 or their equivalents) for the retired individual at a premium cost sharing by the retiree which shall be twenty-five percent (25%) of the premium, with the Board paying the remaining seventy-five percent (75%) of the premium.

The medical insurance coverage provided to the retiree for his/her eligible family members shall, upon the retiree's sixty-fifth (65th) birthday no longer be provided by the Board unless the premium is paid by the retiree for such coverage, at the group rates but at a premium cost sharing by the retiree of one-hundred percent (100%).

The provisions set forth above in section 10.4 and 10.4 subsections 1 and 2 shall not apply to employees hired on or after July 1, 2017.

Section 10.5 Excise Tax.

The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) §4980I the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. The impact of the excise tax is scheduled to take effect in 2020. Should any Federal statute or regulation pertaining to IRC §4980I be mandated to take effect in the 2019-2020 contract year triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations on the excise tax in accordance with the MERA. Such negotiations shall be limited solely to the distribution of payment of the excise tax, insurance plan offerings, coverage, design, and premium cost share. Other negotiated subject matters shall not be subject to this reopener provision.

ARTICLE XI
LIFE INSURANCE

Section 11.1 – CE

The Board shall provide and pay for life insurance in an amount of twenty thousand (\$20,000) dollars for Cafeteria employees.

ARTICLE XII
RETIREMENT AND DISABILITY BENEFIT

Section 12.1 - CE

A. Effective ongoing for all Cafeteria Employees effective retroactive from July 1, 1994 and for all employees each July 1st thereafter, the Employer shall

- contribute five per cent (5%) of annual pay for each employee who has notified the Employer of his or her election to participate in the Board of Education 403(b) retirement plan. Said amount shall be matched by the employee.
- B. Employees who elect to participate in the above mentioned plan must do so in writing, addressed to the Business Manager, within sixty (60) days of ratification of this Agreement by the parties, or, within sixty (60) days of hire if a new employee. Such notification shall be confirmed by the Business Manager, in writing, within ten (10) days of receipt of such notice.
- C. Employees who participate in the above mentioned plan may contribute up to any limitation imposed by the IRS of their annual pay, including any amount used to match the Employer's contribution, upon notice as indicated above. Employee contributions may be increased to the above maximum for payroll deduction purposes upon written notice to the Business Manager.
- D. The parties agree that the annual combined contributions shall not exceed any limitation imposed by the IRS.

ARTICLE XIV **LONGEVITY**

Section 14.2 – CE

Effective July 1, 2007 employees with five (5) completed years of service, in addition to the regular pay, or any pay increase that may be provided, shall receive five hundred (\$500.00) annually; employees with eleven to nineteen years of completed service shall receive five hundred and fifty (\$550.00); and employees with twenty or more years of completed service shall receive six hundred (\$600.00) to be paid on the day prior to December 25, in a separate check. Anyone hired after July 1, 2014 will not receive the longevity benefit.

ARTICLE XV **PRIOR PRACTICE**

Section 15.1 - CE

It is agreed that there shall be full cooperation in the modernization of equipment and in the effective use of the facilities provided. It is also agreed that the Employer shall maintain tools and equipment in good working order.

Section 15.2 – CE

Nothing in this Agreement shall be construed as abridging any right or benefit that employees have enjoyed heretofore, unless the right or benefit is specifically cancelled or superseded by a provision of this Agreement.

ARTICLE XVI
BULLETIN BOARDS

Section 16.1 – CE

The Employer shall permit the use of a bulletin board in every school building by the Union for posting of notices concerning local union business.

ARTICLE XVII
RATES OF PAY

Section 17.1 – CE

Compensation Plan (Hourly Rates) of Cafeteria Employees of the Board of Education of the City of Torrington, Connecticut who are represented for Collective Bargaining purposes by Local 1579 of Council 4, AFSCME, AFL-CIO, in these classifications:

RETROACTIVE TO 7/1/17 – June 30, 2018
1.00% -general wage increase

CLASSIFICATION

Lunch Monitors	\$11.71
General Cafeteria Employees	\$13.52
Middle School Cook	\$17.93
High School Cook	\$17.93
Bookkeeper	\$29.03

When an employee is assigned by Management to fill in for a Cafeteria Manager, he/she shall receive a 15% wage differential in addition to his/her normal hourly rate (rounded up to nearest one-half) hour for all hours assigned and worked.

EFFECTIVE FROM 7/1/18 – June 30, 2019
1.00% general wage increase

CLASSIFICATION

Lunch Monitors	\$11.83
General Cafeteria Employees	\$13.66
Middle School Cook	\$18.11
High School Cook	\$18.11
Bookkeeper	\$29.32

When an employee is assigned by Management to fill in for a Cafeteria Manager, he/she shall receive a 15% wage differential in addition to his/her normal hourly rate (rounded up to nearest one-half) hour for all hours assigned and worked.

EFFECTIVE FROM 7/1/19 – June 30, 2020

1.00% - general wage increase

CLASSIFICATION

Lunch Monitors	\$11.95
General Cafeteria Employees	\$13.80
Middle School Cook	\$18.29
High School Cook	\$18.29
Bookkeeper	\$29.61

When an employee is assigned by Management to fill in for a Cafeteria Manager, he/she shall receive a 15% wage differential in addition to his/her normal hourly rate (rounded up to nearest one-half) hour for all hours assigned and worked.

ARTICLE XVIII
DISCIPLINARY PROCEDURE

Section 18.1 – CE

Warnings and disciplinary actions shall not be imposed except for just cause. The employee and the Union will be given written notification of any proposed disciplinary action.

Section 18.2 - CE

Written warnings will be in effect for a two (2) year period from the date of issuance. After said two (2) year period, the warning will be removed from the employee's personnel file, if there has been no repetition of the same offense.

1. Except in serious matters of employee misconduct, progressive disciplinary action will normally be followed. The normal order of such progression is verbal warning, written warning, suspension and dismissal.
2. There will be no disciplinary action without just cause.
3. The Union shall be notified in writing, whenever an employee is suspended or discharged. Such notification shall be made to the Union office as concurrently as possible with the discipline.

ARTICLE XIX
GRIEVANCE PROCEDURE

Section 19.1 – CE

The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible.

Section 19.2 - CE

A grievance for the purpose of this procedure shall be considered to be a complaint concerned with matters relating to interpretation and application of the Articles and Sections of this Agreement.

Section 19.3 - CE

Any employee may use this grievance procedure with or without Union assistance. No grievance may be filed after twenty (20) working days of the event giving rise to it or after twenty (20) working days after the employee and the Union knew or should have known of such event. Should an employee process a grievance through one or more of the steps provided herein prior to seeking Union aid, the Union may, at its discretion, process the grievance from the next succeeding steps following that which the employee has utilized. For purposes of the grievance procedure "appropriate supervisor" shall mean for Cafeteria Employees, the Cafeteria Director; Employees meeting at Step One with the Business Manager shall move directly to Step Three if their grievance shall not have been disposed of to the satisfaction of the aggrieved.

STEP ONE - CE

Any employee who has a grievance shall reduce the grievance to writing and submit it to his/her appropriate supervisor for his/her department, within the time limit specified in the first paragraph above, who shall use his best efforts to settle the dispute. The appropriate supervisor shall meet with all parties concerned within three (3) working days of his receipt of the grievance and his decision shall be submitted in writing to the aggrieved employee and his representative, if he is represented, within five (5) working days of receipt of the grievance.

STEP TWO - CE

If the employee and his representative are not satisfied with the decision rendered by the appropriate supervisor, the Union may submit the grievance in writing to the Business Manager within ten (10) working days after the decision in Step One. The Business Manager shall meet with all parties concerned and the Council #4 Staff Representative within ten (10) working days of its receipt of the grievance and the Business Manager shall render his/her decision in writing to the employee and the Union within ten (10) working days of the hearing.

STEP THREE - CE

If the grievance shall not have been disposed of to the satisfaction of the aggrieved, either party, within ten (10) working days after the decision in Step Two (Step One if having met firstly with the Business Manager), may submit the grievance in writing to the Board of Education. The Board of Education or its designated committee shall meet with all parties concerned and the Council #4 Staff Representative within ten (10) working days of its receipt of the grievance and the Board of Education or its designated committee shall render

its decision in writing to the employee and the Union within ten (10) working days of the hearing.

STEP FOUR - CE

If the grievance shall not have been disposed of to the satisfaction of the aggrieved, either party, within twenty (20) working days after the decision in Step Three, may submit the grievance to the Connecticut State Board of Mediation and Arbitration hereafter noted, and the decision rendered by such State Board shall be final and binding upon the parties.

The employer may also utilize the arbitration procedure outlined for the Union as indicated above.

Section 19.4 - CE

The Union shall be entitled to submit grievances in the name of the Local 1579 and in the same manner as is provided herein for employees.

Section 19.5 - CE

Time extensions beyond those stipulated in this grievance procedure may be arrived at by mutual agreement of the parties concerned.

Section 19.6 - CE

Stewards shall be allowed time off to investigate grievances and to discuss grievances with the appropriate authority without loss of pay.

When presenting grievances before any appropriate forum, the Local's President or Vice President, the Steward, the chairperson, aggrieved party and necessary witnesses shall attend without loss of pay.

Section 19.7 - CE

Any agreement reached to dispose of a grievance prior to arbitration shall be implemented immediately unless otherwise agreed by the parties.

Section 19.8 - Witnesses at Hearings - CE

The Union agrees to use witnesses at arbitration in a reasonable manner.

ARTICLE XX
NO STRIKE CLAUSE

The Board agrees that there will be no lockout of any employee or employees during the life of this Agreement. The Union and the individual employees covered hereunder expressly agree that there will be no strike during the life of this contract.

ARTICLE XXI
BOARD PREROGATIVES

The Board of Education has and will continue to retain, whether exercised or not, all of the powers specified in Conn. Gen. Stat. §10-220, which is incorporated herein by reference, and has and will continue to retain exclusively whether exercised or not, all of the rights, powers and authority not specifically relinquished, abridged, or limited by the provisions of this agreement; it shall have the sole right, responsibility and prerogative of management of all of the affairs of the schools and the direction of the working forces including but not limited to the following:

- a. To determine the care, maintenance and operation of its facilities and equipment used for and on behalf of the purposes of the Board of Education;
- b. To establish or continue policies, practices and procedures for the conduct of school business, and from time to time, to change or abolish such policies, practices, or procedures, provided the employees are notified in writing of such changes;
- c. To employ, transfer, or promote employees, to demote employees for just cause, or to lay off, terminate, or otherwise relieve employees from duty for lack of work, budgetary cuts or other legitimate reasons when it should be in the best interest of the Board or of the schools (which rights shall include the right to contract or subcontract Board operations);
- d. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the schools; provided the employees are notified in writing of such rules;
- e. To establish job descriptions and job classifications, and, from time to time, change such job descriptions and job classifications, and to ensure that incidental duties connected with departmental operations whether enumerated in job description or not, shall be performed by the employees;
- f. The above rights responsibilities and prerogatives are inherent in the Torrington Board of Education and the Superintendent of Schools and are not subject to delegation in whole or in part.

ARTICLE XXII
MISCELLANEOUS

Section 22.1 - Pronouns - CE

The parties hereby understand that the use of pronouns shall include reference to both genders.

Section 22.2 - Mileage/Reimbursement - CE

Employees using their own vehicles, with authorization, for school purposes, shall be compensated by the IRS mileage allowance rate per mile, including assignments outside the City of Torrington.

Section 22.3 - Meeting Place - CE

The Board shall make available to the Union, upon request, and without charge, a suitable meeting place in a school building for Union meetings provided that the use is not in conflict with other school programs and does not result in additional cost to the Board.

Section 22.4 - Subcontracting/Assigning-out in accordance with Law - CE

The Board agrees that it will not sub-contract or assign-out bargaining unit work except in accordance with applicable law.

Section 22.5 - Copies of Agreement - CE

The Board shall provide the Council 4 Representative with six (6) original signature documents of the Agreement within thirty (30) days of ratification by the Board. The Union shall prepare the documents for signing for the above provision.

Section 22.6 - Savings Clause - CE

If any Section, sentence, clause or phrase of the 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 thereof, or provision herein, shall become inoperative or fail by reason of the invalidity of any other portion or provision.

Section 22.7 - Performance Evaluations - CE

Annual performance evaluations will be conducted by the employee's direct supervisor. Evaluations will be signed off by the supervisor and employee. Completed evaluations will be filed in the employee's personnel file. Employees who receive an unsatisfactory evaluation shall have the right to file a rebuttal, which will be attached to the evaluation and placed in the employee's personnel file.

Section 22.8-Direct Deposit/Weekly Pay

Effective July 1, 2018, all employees shall participate in direct deposit.

Cafeteria employees shall be paid on a weekly basis.

Section 22.9 - Information Requests

The Union may request the following bargaining unit information once annually. Such information shall include the following for each bargaining unit member: a) name; b) position; c) home address; d) home telephone number and e) work email addresses.

Section 22.10 New Employee Orientation

The Union shall have the right and opportunity to hold an orientation session with all newly hired employees. This orientation session shall be for the purpose of explaining the new employee's contractual rights and introducing him/her to the Union. The orientation will be held within fifteen (15) days of the employee's hire date and shall be during working hours at a time agreed to by the employee's immediate supervisor, not to exceed thirty (30) minutes in duration.

Section 22.11 Access to Work Locations

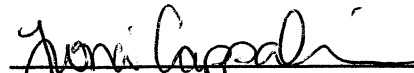
The Board agrees that Union representatives shall be permitted to enter the premises of the employer at reasonable times for the purpose of transacting Union business, provided such business does not interfere with the operations of the Board and/or employees' job duties.

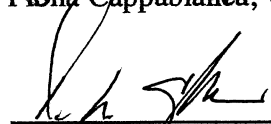
ARTICLE XXIV
DURATION

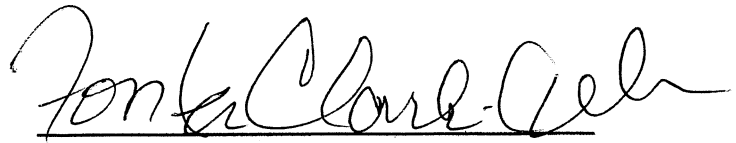
Section 24.1 - CE


This Agreement shall be effective upon ratification and effective retroactive only as specifically indicated herein, and shall remain in full force and effect through June 30, 2020. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than January 31, 2020, of its desire to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days following such notice. This Agreement shall remain in full force and effect during the period of negotiations.

IN WITNESS WHEREOF, the parties have caused their names to be signed on this 29 day of November, 2017.



Fiona Cappabianca, Chairperson



Denise Clemons, Superintendent


Fonta Clark-Cole, President

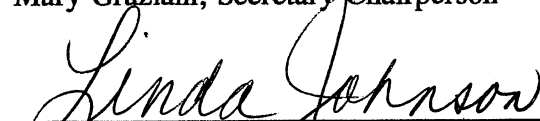

June Sabolcik, Vice President

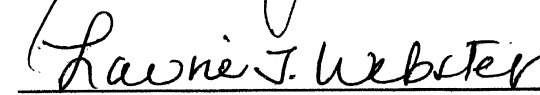

Carol Slusarski, Cafeteria Chairperson


Craig Audia, Custodian Chairperson


Sheila Pekrul, Paraprofessional Chairperson


Mary Graziani, Secretary Chairperson


Linda Johnson, Nurse Chairperson


For CT Council 4, AFSCME, AFL-CIO
Laurie Webster, Staff Representative