

A G R E E M E N T
b e t w e e n t h e
MERIDEN BOARD OF EDUCATION
a n d
UNITE HERE! Local 217, AFL - CIO
July 1, 2021- June 30, 2024

Ratified 6/7/2021

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This Agreement made and entered into this 23rd day of August, 2021 by and between the MERIDEN BOARD OF EDUCATION (hereinafter referred to as the "Board") and UNITE HERE! Local 217, (hereinafter referred to as the "Union")

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ARTICLE I - RECOGNITION

- 1.1 The Board recognizes the Union as the exclusive bargaining representative for all school cafeteria employees, excluding substitutes, lunchroom aides, director of food services, and office clericals employed by the Board, for the purpose of, and with all the rights and privileges as provided by, Section 7-467 through 7-477 of the Connecticut General Statutes, as amended.
- 1.2 Cafeteria work which has been performed in the past by employees included in the collective bargaining unit shall continue to be performed by members of the collective bargaining unit.

ARTICLE II - UNION SECURITY

- 2.1 It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement or who thereafter become members shall remain members in good standing during the term of this Agreement: Members who wish to resign their membership shall provide written notice of said resignation, which shall be effective at the end of the month. All other employees who are not or do not become members of the Union shall pay to the Union an amount not greater than the regular monthly Union dues payable by Union members during the term of the Agreement in recognition of the services performed by the Union in administering the labor agreement between the parties.
- 2.2 It is a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall on the forty fifth (45th) working day following the beginning of such employment become and remain members in good standing in the Union or pay to the Union an amount not greater than dues and initiation fees payable by Union members during the term of the Agreement.

ARTICLE III - DUES DEDUCTION

- 3.1 Upon receipt of a written authorization form from an employee, the Board shall deduct from the weekly wages of said employee the Union's applicable initiation fee and regular dues as instructed by the Secretary-Treasurer of the Union. The Board agrees to transmit such monthly deductions in a single check by the 10th of the following month to the authorized Union Officer who is designated in writing to the Board, together with a list of all bargaining unit employees as reflected in the current "Deduction Register" prepared for the Union.
- 3.2 If an issue arises with back dues owed, or the wages are insufficient to make the deduction, the employer shall contact the "Local 217 Dues Coordinator", at (203) 865-7315 ext. 272, to address the specifics of each issue and to discuss how to resolve the issue.

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- 3.3 It is specifically agreed that the Board assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Board harmless from any claims, actions or proceedings by an employee arising from the deductions made by the Board hereunder. Once the funds have been remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.
- 3.4 The Board shall provide a list of bargaining unit employees of record as of September 15th each year to the Union.

ARTICLE IV - NO DISCRIMINATION

- 4.1 Neither the Board nor the Union shall discriminate against any applicant for employment or any employee on account of race, color, creed, national origin, sex, age, disability, sexual orientation; union activity; or political affiliation.

ARTICLE V - PROBATIONARY EMPLOYEES

- 5.1 Newly-hired employees shall be considered probationary for a period of forty five (45) work days from the date of hiring. Prior to the conclusion of the forty five (45) work day period, the Board may elect to extend the probationary period, but the total probationary period shall not exceed ninety (90) work days. The Board shall notify the employee and the Union of such an extension. Such employees may be discharged at will during this probationary period, and no such discharge shall be subject to the grievance or arbitration procedures or other controls by the Union on behalf of the employee. Once the probationary period has been successfully completed, seniority shall be retroactive to the date of hire.

ARTICLE VI - RECOGNITION OF RESPONSIBILITY OF THE BOARD

- 6.1 The Board shall exercise the statutory responsibilities, obligations and prerogatives necessary for the proper operation and management of the Meriden school system, and determination of salaries, hours and all other conditions of employment, including but not limited to formulation of the rules and regulations necessary and proper to selection, transfer, assignment, reassignment, supervision, promotion, discipline for just cause, control of attendance and general effectiveness of employees, so long as the Board's exercise of these responsibilities does not conflict with the specific terms and provisions of this Agreement and the General Statutes of the State of Connecticut.
- 6.2 The responsibilities, obligations and prerogatives of the Board are not subject to delegation or surrender in whole or in part; however, the same shall not be exercised in such manner as to be inconsistent with the specific terms and provisions of this Agreement and the General Statutes of the State of Connecticut. No action taken by the Board with respect to such responsibilities, obligations, and prerogatives, other than as expressly provided for elsewhere in

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this Agreement, shall be subject to any grievance procedure.

ARTICLE VII - UNION ACTIVITY

- 7.1 Union stewards and authorized Union representatives shall have the right to collect dues, solicit memberships and to carry on normal Union activities, provided they do not carry on such Union activity during cafeteria employees' work hours. Stewards shall have the right to post notices, limited to Union business only, at such places that are easily observable by all cafeteria employees within the course of their normal day as may be designated or authorized by the school principal. The names of Union stewards shall be sent to the Superintendent of Schools by the Union, and to the Director of Food Services, whenever changes are made.
- 7.2 A representative of the Union shall have access to the cafeterias for the purpose of conferring with Union stewards or bargaining unit employees as long as this does not interfere with the employees' work. School office personnel shall be notified of the Union representative's presence in the building before such visits take place.
- 7.3 The Board shall make available to the Union upon written request a suitable meeting place in a school building for Union meetings involving Meriden cafeteria employees. Building rental fees shall be charged to the Union whenever such meetings are held beyond the building custodians' regular work hours.
- 7.4 When an employee is being placed on an intensive evaluation cycle or performance improvement plan, the employee will be entitled to a union representative at the initial meeting and any subsequent meetings in the plan.

ARTICLE VIII - GRIEVANCE PROCEDURE

- 8.1 A grievance shall mean a complaint by an employee or group of employees or the Union that there has been to said employee or employees or Union an inequitable, improper, or unjust application or interpretation of one or more specific provisions of this Agreement. The written statement of the grievance shall cite the specific provision(s) of the Agreement in issue and shall set forth the basic facts giving rise to the grievance.
- 8.2 The Board and the Union desire that all employees in the unit be treated fairly and equitably. It is intended that this grievance procedure will provide a means of resolving complaints and grievances at the lowest level possible, and nothing in the Article should be interpreted to discourage an employee and/or the employee's representative from discussing any dissatisfaction, in an informal manner, with the employee's immediate supervisor or an appropriate member of the administration. However, no individual employee shall be permitted or required to enter into any agreement which contravenes any provision of this Agreement.

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8.3 Procedure

If an employee feels he/she may have a grievance, he/she shall first discuss the matter with his/her Principal in an effort to resolve the problem informally.

(a) Level One - Principal

- (i) If the grievant is unable to resolve the grievance at the informal level, he/she may file a written formal grievance with his/her Principal. The written statement of the grievance shall contain a statement of the facts, the remedy requested, and a reference to the provision of this Agreement, if any, which the aggrieved person claims has been violated. If the member of the unit has not filed a written grievance with the Principal within thirty (30) calendar days after the member of the unit knew or should have known of the act or condition on which the grievance is based, then the grievance shall be waived.
- (ii) Within five (5) working days after the receipt of this grievance, the Principal will hold a meeting with the grievant.
- (iii) The Principal shall render a written response to a level one grievance within five (5) working days after the meeting.

(b) Level Two - Director of Food Services

- (i) If the grievance is not settled at level one, the employee or the Union may appeal the grievance in writing to the Director of Food Services within five (5) working days of receipt of the level one written response.
- (ii) The Director of Food Services shall meet with the aggrieved within ten (10) working days of receiving the written grievance in an attempt to resolve it. The Director of Food Services shall render a written response to a level two grievance within five (5) working days of such meeting.

(c) Level Three - Director of Personnel

- (i) If the grievance is not settled at level two, the grievant or the Union may submit the grievance in writing to the Director of Personnel within five (5) working days of receipt of the level two written response.
- (ii) The Director of Personnel shall meet with the grievant within five (5) working days after receiving the written grievance in an attempt to resolve it. The Director of Personnel shall render a written response to the level three grievance within five (5) working

days of such meeting.

(d) Level Four - Superintendent of Schools or Designee

- (i) If the grievance is not settled at level three, the grievant or the Union may submit the grievance in writing to the Superintendent of Schools within five (5) working days of receipt of the level three written response.
- (ii) The Superintendent of Schools or Designee shall meet with the grievant within five (5) working days after receiving the written grievance in an attempt to resolve it. The Superintendent of Schools or Designee shall render a written response to the level four grievance within five (5) working days of such meeting

(e) Level Five - Arbitration

- (i) If the grievance is not settled at level four, or if a decision is not rendered in accordance with level four, within thirty calendar days of the date of the decision at level four (or of the date such decision was due), the Union may submit the grievance to the State of Connecticut Board of Mediation and Arbitration for arbitration with a copy to the Board of Education. The cost for the services of the arbitrator, if any, shall be borne equally by the Board and the Union.

8.4 Miscellaneous

- (a) The time limits specified may be extended in any particular instance by agreement in writing between the Superintendent and the Union.
- (b) The procedure set forth above shall be the sole and exclusive remedy available to an aggrieved person for complaints arising out of the interpretation or application of this Agreement.
- (c) It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined, unless the health or safety of the employee would be endangered.
- (d) When a grievance affects employees in more than one school, the Union shall have the right to file a written grievance at the second (2nd) level of the grievance process.
- (e) The grievant may only be represented by a Union representative and/or Union Steward at all levels of the grievance procedure.

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ARTICLE IX - LEAVES OF ABSENCE

- 9.1 Upon written application to the Superintendent of Schools at least two (2) weeks prior to the date of a requested leave of absence, except in cases of emergency, the Superintendent of Schools acting for the Board of Education shall grant a leave of absence without pay where good cause is shown, for a period not to exceed one (1) year. A request for a leave of absence shall be in writing and shall specify both the reason for the request and the date of estimated return to work. On leaves of absence of more than thirty (30) days, seniority shall not continue beyond the thirtieth (30th) day of the leave of absence but shall be frozen.
- 9.2 The Board shall send a copy of approved leaves of absence in excess of 30 days to the Union office.
- 9.3 Unless physically unable to do so, cafeteria employees on a leave of absence (FMLA, childrearing leave, etc.) must notify the Board of Education Personnel Office, in writing, by June 1 regarding their intention to return to work for the beginning of the next school year, otherwise they are considered to have resigned; effective June 30.

ARTICLE X - PROMOTIONS AND TRANSFERS

- 10.1 When a bargaining unit cafeteria position is to be filled, the job will be posted at the hours regularly worked in all schools and advertised outside for a period of five (5) school days before applications are closed. All members of the bargaining unit shall be eligible to apply for the position. Selection for open positions shall be made on the basis of ability, qualifications, work history, and seniority. Vacant positions shall be posted within thirty (30) calendar days and filled within a reasonable period of time, taking into account the trial periods for promotions and transfers as outlined in this Agreement. If more than one position is hired on the same date, seniority will be determined by the order of the posting associated with the position.
- 10.2 If two or more employees are relatively equally qualified for the opening, by reason of ability, qualifications, and work history, the senior employee who is so qualified shall be awarded the opening. If employees so qualified are bidding who are in more than one job classification, the senior employee in the closest pay classification to that of the opening shall be awarded the opening.
- 10.3 An employee promoted to a cafeteria manager position shall have a thirty (30) work day trial period, at the end of which either the employee or the Board may decide to have the employee return to his/her former position in the bargaining unit. If an employee is chosen for a transfer, the employee shall have a five (5) working day trial period to determine whether the transfer is suitable. Upon the choice of either the employee or the Board, the employee may return to his/her prior position during the trial period.

When multiple positions are available and an employee is eligible for two or more transfers, the employee shall be able to choose their first choice and second choice for a five (5) working day trial period. If the employee or Board finds the first choice not to be suitable, the employee may elect to complete a five working day trial period in their second choice. If the employee or the Board determines the second choice is also not suitable, the employee may return to his/her prior position during or after the trial period. However, the employee may not return to their first choice in this situation.

- 10.4 Each year, food service workers have a formal annual evaluation, completed by and with their respective cafeteria manager and the food service director. The annual evaluations will be conducted between April 15 and June 15.

ARTICLE XI - HOURS OF WORK

- 11.1 It is agreed that so long as the conditions affecting the operations in each cafeteria, whatever those conditions might be, remain constant, the number of personnel and the hours currently worked by said personnel in said cafeteria shall remain unchanged from the present.

The parties agree to confer when either party feels there is an inequitable manpower situation in a cafeteria. Changes in hours and/or personnel maybe made by mutual agreement where such inequitable situations exist; both parties agree to give good faith consideration to the other party's views in such situation.

- 11.2 It is further agreed that if a change and/or alteration of operations is contemplated which would have the effect of altering the number of personnel in a given cafeteria, or the hours of work of said personnel, that the parties will meet and discuss regarding the impact that such changes would have. The Board agrees to give good faith consideration to the Union's views before making such changes.

- 11.3 The Board agrees that it will not create additional positions of less than four (4) hours per day for the purpose of decreasing the number of positions of four (4) hours per day or more.

- 11.4 The Board shall provide substitutes for all absent employees where possible.

- 11.5 In the event an employee is absent, an employee in the same school with less scheduled hours than the absent employee may work their longer shift and a substitute called for the shorter scheduled shift. Temporary assignment under this provision entitles the worker only to compensation for the additional hours worked. When a worker is in the increased hourly position for twenty (20) working days or more the worker shall receive sick days, holidays, personal days, and bereavement days at the increased number of hours, provided the person is in that position the day before and the day after the sick day, holiday or bereavement day. Filling of longer term vacancies shall be by the most senior qualified employee with less hours unless decided otherwise by the

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employees in the school involved.

When a vacancy of five (5) days or more is anticipated either because of a pre-planned absence or an emergency situation, the vacancy shall be offered first within the school (as referenced in this article) and then to positions of less than four (4) hours throughout the cafeteria program. Less than four (4) hour employees will be given the choice at the beginning of each school year to indicate if they are interested in such vacancies. The Director of Food Services will then generate a list according to seniority to offer vacancies to the less than four (4) hour employees on the list, beginning with the first employee on the list. If the employee accepts the vacancy under this section, then the next person on the list will be offered the next vacancy. If the employee declines the vacancy, then the Director of Food Services will offer the vacancy to the next employee on the list. This rotation will continue for the remainder of the school year such that future vacancies will be offered to the next employee on the list according to the foregoing methodology.

The Union office shall be notified of (a) a list of less than four (4) hour employees who signed up to work vacancies referred to in this section; (b) a list of such vacancies; and (c) which employee filled such vacancy. This information will be faxed to the Union office.

- 11.6 Cafeteria employees shall be scheduled to work each day that breakfast or lunch is served in their respective schools. In the event that regular workers are not working because of a school or cafeteria shutdown, for any period of time, a reasonable effort will be made to use said workers as substitutes elsewhere in the cafeteria system. Such work shall be divided equally among employees where possible.

The current practice of notifying Cafeteria Managers in June of an August meeting date to prepare for the school year shall continue. General Workers shall be required to work the day after the school year ends unless otherwise notified by the Board. General Workers will be notified whether they will need to work the full day or part of the day as soon as possible prior to the end of the school year.

- 11.7 If the cafeterias are closed for the day after an employee has reported to work for the day, s/he will be allowed to work his/her regularly scheduled hours of work or s/he will be allowed to leave without pay.

If an employee reports to work and is sent home, s/he will be paid for four (4) hours at his/her regular rate of pay.

- 11.8 When a bargaining unit position's hours increase on a regular basis, the employee working the position will be entitled to earn all benefits at the hours regularly worked.

ARTICLE XII - SAFETY

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12.1 The Board agrees to discuss, upon request, with the Union any health or safety matters related to cafeteria employees and to correct any safety hazards as soon as possible. Both parties recognize their duty to cooperate in the observance of applicable State and Federal safety laws.

ARTICLE XIII - LUNCH AND COFFEE BREAKS

13.1 Employees who are scheduled for six (6) hours per day or more shall have a paid lunch period of thirty (30) minutes prior to or after the serving period. Employees who are scheduled for at least four (4) hours per day but less than six (6) shall have a lunch period of fifteen (15) minutes prior to or after the serving period. The Board shall provide the meal at no cost to the employee.

13.2 All employees shall have a paid ten (10) minute coffee break during the course of the work day, and two (2) such breaks for employees who are scheduled for five (5) hours per day or more. An employee who is entitled to two (2) such coffee breaks shall not take both breaks within any one three-hour period.

ARTICLE XIV - TEMPORARY UPGRADING

14.1 When it becomes necessary for any reason to temporarily assign an employee to a higher rated job classification, the employee so assigned shall only be compensated at the higher rate for the duration of the assignment and shall after twenty (20) working days be entitled to the higher rate of pay for sick days, holidays and bereavement days, provided the person is in the assignment on the day before and the day after the sick day, holiday or bereavement day. Employees can not be required to rotate job vacancies.

ARTICLE XV - OVERTIME

15.1 For the purposes of this Agreement, overtime shall be defined as (a) "catering" work which is performed at times outside of the normal work day or normal work week and which is not in connection with the regular preparation of school lunches, or (b) regular cafeteria work authorized by the Board in excess of forty (40) hours in any one week.

15.2 All overtime work shall be divided equally among the employees of a school where possible.

15.3 Overtime as defined above shall be compensated at time-and-one-half (1-1/2) of the employee's regular hourly rate of pay.

ARTICLE XVI - REDUCTION IN FORCE

16.1 When positions shall be eliminated by the Board of Education, layoff of individuals will be determined based upon the years of continuous service of the individual, so long as the remaining employees are qualified to perform the required work. An employee who has their hours reduced or eliminated shall

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have the right to use their seniority to move into (transfer, bid, or bump) the least senior position with the same or fewer hours. If the employee bumps another employee, then the bumped employee shall have the right to use their seniority to move into (transfer, bid, or bump) the least senior position with the same or fewer hours. No other transfers, bids, or bumps shall occur thereafter.

16.2A Employees who have been laid off shall be placed on a recall list provided that they submit their name, address and telephone number in writing to the Food Services Department on or before August 1 of each year. In such written submission, the employee may request that his/her name be included on the substitute list, the utilization of which is a matter for the discretion of the cafeteria management.

Recall as openings occur shall be by order of seniority, that is, the most senior laid off employee to be recalled first.

Recall shall occur after the open position has gone through the posting and bidding procedure outlined in Article X - Promotions and Transfers.

16.2B For purposes of this Article, four (4) members of the bargaining unit who are either Union officers and/or stewards shall be considered to have super-seniority and will be the last to be placed on lay-off status and the first to be recalled. The names of said Union officers and/or stewards shall be sent in writing by the Union to the Superintendent of Schools, and to the Director of Food Services, on or before July 15 of each contract year. Any changes in who is to have super-seniority thereafter during the contract year will be given in writing by the Union to the Superintendent of Schools, and to the Director of Food Services.

ARTICLE XVII - STRIKE AND LOCKOUT

17.1 The Union shall not organize, participate in, condone, or endorse any strike by school cafeteria employees.

17.2 The Board shall not lock out any cafeteria employees.

ARTICLE XVIII - SUCCESSORS

18.1 The Board agrees, should it contract out the operation of the school lunch program or any portion thereof to any other employer, that a part of such contracting agreement shall be an agreement by the contractor to recognize the Union as the bargaining agent for school cafeteria employees, and further an agreement by the contractor to accept and abide by the terms of this Agreement until its expiration should such a contracting out take place during the life of this Agreement.

ARTICLE XIX - MEDICAL EXAMINATIONS

19.1 The Board agrees that it will pay for employees' medical examinations

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should such examinations be required as a condition of employment.

ARTICLE XX - WAGES

20.1 The straight time hourly rates of pay shall be in accordance with the following schedule:

	2021-2022	2022-2023	2023-2024
	1.95%	1.95%	1.95%
General Worker	\$16.23	\$16.55	\$16.87
Elementary School Manager	\$19.30	\$19.68	\$20.06
Middle School Manager	\$19.30	\$19.68	\$20.06
High School Manager	\$19.30	\$19.68	\$20.06

ARTICLE XXI - PAID HOLIDAYS

21.1 All regularly scheduled employees shall receive the following days off with pay, calculated at their regularly scheduled number of hours of work per day:

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

ARTICLE XXII - BEREAVEMENT LEAVE

22.1 Employees shall be granted five (5) consecutive working days off with pay in the event of a death within the employee's immediate family, which shall be defined for purposes of this article as spouse, parent, child, step-child, brother or sister, mother-or father-in-law, daughter-or son-in-law. Employees shall be granted two (2) consecutive days off with pay in the event of the death of a grandparent. Additional bereavement leave may be granted at the discretion of the superintendent. The intent of this provision is to allow employees up to the number of specified days to meet the immediate needs arising from such occasion.

ARTICLE XXIII - SICK LEAVE

23.1 All regularly scheduled employees shall be credited with ten (10) days paid

sick leave per year effective July 1 of each contract year which may be accumulated if unused to a maximum of one hundred (100) days.

New employees hired after July 1 shall earn and accumulate one (1) sick day per month of service from September through June.

23.2 The Board shall annually provide a list showing the amount of accumulated sick leave for each employee. Each employee shall be notified in writing of her own accumulation, and the entire list shall be sent to the Union officer.

23.3 Sick leave shall be available for use by employees in the event of their own illness, injury, pregnancy, or emergency medical or dental appointments which must be made during the working hours. A physician's verification is required after five (5) consecutive days of absence. A verification of fitness for work is required before returning to work following each absence of five (5) or more consecutive sick days. Except as provided by this Agreement, all physicians' verifications must be submitted directly to the Cafeteria Manager for review, who shall then transmit the verification to the Director of Food Services immediately. Employees will be permitted to use up to five (5) sick days in the event of the illness, injury, pregnancy, or emergency medical or dental appointments for immediate family members, which shall be defined for the purposes of this article as spouse, parent, child, step child, brother or sister, mother- or father-in-law, daughter- or son-in-law.

23.4A An employee who separates under honorable circumstances or who retires according to the rules and regulations established by the Board, shall be entitled to compensation in a lump sum for that portion of unused sick leave which has been accumulated not to exceed ninety (90) days. The compensation shall be one-half of the rate of compensation earned by the employee at the time of retirement or separation. An employee shall only be entitled to the compensation in this section if he or she complies with the notice requirement in Section 23.4B below. If the accumulated sick leave payment has not been made prior to an employee's death, it shall be paid to the employee's estate:

23.4B An employee upon voluntarily terminating employment with the Board shall give a two (2) week prior notice submitted in writing to the Personnel Office, unless said termination of employment is caused by a documented emergency situation under which it is not possible to give a two (2) week prior notice.

23.4C An employee who has an illness or injury that has been accepted or approved under the Workers Compensation Act shall receive 100% compensation for three (3) months from the first day out of work due to the injury. Following the initial three (3) month period, the worker will receive the Workers Compensation rate as determined under the Workers Compensation Act. An employee with such a compensable injury can utilize his or her sick leave to supplement the Workers Compensation rate to the employee's regular pay rate, not to exceed 100% of the employee's regular pay rate. In the event that the illness or injury is not accepted

or approved under the Workers Compensation Act, the employee shall use his or her sick time for any absences. The foregoing applies except where otherwise required by law.

23.4D Absences caused by an illness or injury covered by the Workers Compensation Act shall be counted concurrently under the Family Medical Leave Act ("FMLA") for employees who are eligible for family medical leave under the applicable statutes. Employees will not be terminated in a manner that is inconsistent with the FMLA or the Workers Compensation Act.

23.4E Where an employee has been released to return to work in a limited or restricted capacity, the Board shall determine whether any limited and/or restricted duty assignments are available for the employee that would be consistent with the restrictions identified by the employee's health care provider. If such an assignment is available, the employee will be required to return to work in that assignment. All such assignments shall be temporary in nature, subject to change, and shall not constitute a permanent condition. This section is not limited to illnesses or injuries under the Workers Compensation Act.

23.5 Nothing in this section is intended to circumvent or supersede the provisions of Connecticut law regarding paid sick leave for qualifying employees. To the extent that Connecticut law requires the Board to provide additional benefits beyond this section to qualifying employees, the Board will comply with the applicable law.

ARTICLE XXIV - PERSONAL DAYS

24.1 Each regularly scheduled employee shall be entitled to two (2) days paid personal leave per school year, which shall not be charged to sick leave, for the conduct of personal business. Employees shall make every reasonable attempt to limit absences for personal reasons to personal business that cannot be transacted at any other time. Absences for vacations shall not be authorized as personal days. Except in cases of emergency, requests must be submitted in writing to the principal not less than two (2) days in advance. Each day shall be strictly personal and shall be granted by the system except for the day preceding or following a holiday, vacation period, or professional development day, which shall require a reason stated in writing and which is subject to the approval of the Superintendent or his/her designee. Such personal leave shall not accumulate. Remote learning days will be considered paid workdays for cafeteria employees if work is available to be performed. If no work is available on a remote work day, the day will not be considered a paid workday. However, employees may use an available personal day or may choose to make up the day at the end of the school year.

ARTICLE XXV - INSURANCE

25.1 The Board shall offer the following insurance benefits to employees regularly

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scheduled for thirty (30) hours per week or more. Any employee who is currently eligible for insurance benefits as of June 30, 2021 shall be eligible to participate during their employment unless their regularly scheduled hours fall below the number of hours that first made them eligible for insurance benefits.

- (1) Medical Insurance The health insurance plans as reflected in Appendix A. The Board shall make available dependent coverage to the employee if dependents do not have coverage elsewhere. Dependents shall be defined as provided by the Plan and/or applicable laws.
- (2) Life Insurance A \$6,000 Life Insurance Policy with a \$6,000 accidental death and dismemberment benefit for the employee. There is no cost to the employee.
- (3) Dental Plan CIGNA Dental Plan for the employee only.

Details of the plans are available in literature provided by the insurance carrier.

- 25.2 The Board shall pay the premiums, less any premium share specified in Appendix A, for the coverage provided by this Article during summer months for those who had coverage during the previous school year, unless an employee terminates employment in June and indicates an intention not to return in September.
- 25.3 All insurance benefits shall be subject to an "or equal" provision which shall allow the Board to effect whatever economies it may deem appropriate provided there is no decrease in the benefit that is negotiated. The Union shall be consulted prior to the adoption of any such plan and the Board shall provide a certification from a CLU insurance broker, licensed in the State of Connecticut that the proposed plan is, in fact, equal to or exceeds the existing plan in benefits, coverage, and Administration.
- 25.4 The Union agrees to participate and be represented on the City of Meriden Health and Medical Insurance Advisory Committee. The call of the committee is to explore and continue to recommend ways to curb the escalating costs and to maintain the current level of benefits, if at all possible. If the committee makes any recommendations that would require contract language changes, the Union agrees to present such recommendations to the bargaining group for acceptance.

ARTICLE XXVI - RETIREMENT

- 26.1 The Board shall enroll all eligible employees in the City of Meriden Pension Plan under the terms and conditions of the City's Plan, as adopted by the Court of Common Council, City of Meriden, on July 1, 1972, and amended July 1984, July 1989, and July 2000. An explanation of this plan can be found in the Personnel Director's office and a copy will be kept at each school.

ARTICLE XXVII - NEGOTIATION

- 27.1 Not later than 120 days preceding the expiration of this Agreement, the Board and the Union agree to negotiate in good faith, pursuant to Section 7-467 through 7-477 of the Connecticut General Statutes, as amended, in accordance with the procedure set forth herein to secure a Successor Agreement relative to salaries and other considerations of employment. Any agreement so negotiated shall apply to all school cafeteria workers, except those excluded under Section 1.1 of this Agreement, and shall be reduced to writing and signed by the Board and the Union.
- 27.2 The Agreement incorporates as the entire understanding of the parties on all issues which were the subject of negotiation, and neither party shall be required during the term hereof to negotiate upon any issue, whether it is covered or not in this Agreement.
- 27.3 This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- 27.4 The school cafeteria employees in the unit included in this Agreement shall be considered a separate entity for the purposes of negotiation.

Negotiations shall not be contingent upon those benefits granted to other units recognized as bargaining agents by the Board, but shall be based upon the merits and needs of the unit under the consideration.

ARTICLE XXVIII - UNIFORMS

- 28.1 All regularly scheduled employees whose names appear on the last payroll schedule for the month of September each year shall receive on the last payday in September, a uniform allowance of two hundred fifty dollars (\$250.00). For all eligible recipients of the uniform allowance, this annual two hundred fifty-dollar (\$250.00) payment will be treated as taxable income.

All employees will wear non-slip safety shoes on a daily basis. Each year one hundred dollars (\$100.00) will be allotted in the first paycheck in September for each employee for non-slip safety shoes. No other shoes shall be worn. Employees will be provided with the appropriate federal tax ID number to use upon purchase.

Meriden Public Schools will provide each employee five shirts, five logo aprons and one name tag each year at no charge. Employees must wear the provided shirts, logo aprons and nametags while working to be in compliance with the department dress code. Additional shirts, aprons or replacement nametags may be purchased if needed from Meriden Public Schools with the employees' annual uniform allowance.

Employees hired after the last payday in September will be provided with five

shirts, five logo aprons, one nametag and \$100.00 in their first paycheck for the purchase of non-slip safety shoes, required to be worn on first day of hire. Employees working the summer program will receive an additional \$100 shoe reimbursement for summer work upon presentation of a receipt for the purchase of non-slip safety shoes.

ARTICLE XXIX - SENIORITY

29.1 Seniority shall be continuous service and:

- (a) begin with the first day of bargaining unit employment;
- (b) shall govern as to lay-off and recall.
- (c) If more than one position is hired on the same date, seniority will be determined by the order of the posting associated with the position.

ARTICLE XXX - LONGEVITY

30.1 Longevity Payments

In lieu of longevity, the Parties agree to a one time increase of the classification rates by \$1.00 effective July 1, 2021. The general wage increases in this Agreement have been applied after the inclusion of the foregoing \$1.00 increase.

ARTICLE XXXI — DISCIPLINE AND DISCHARGE

- 31.1 The Board has the right to discipline and discharge employees for just cause. All disciplinary actions shall be applied in a fair manner and shall be for just cause. Disciplinary action may include (a) a verbal warning; (b) a written warning; (c) suspension with or without pay, and (d) discharge. Whatever the disciplinary action the Board deems appropriate, the parties recognize that the merits of a given situation play an important role in determining what action is appropriate and as such it is not the intent of the parties that all discipline will follow the order of steps cited above. However, generally, discipline shall be progressive in nature. All disciplinary action may be appealed through the grievance procedure, except for probationary employees who shall have no recourse to the grievance procedure during the term of their probationary status.
- 31.2 All written warnings, suspensions, and discharges must be stated in writing with specific reasons given for such action and a copy transmitted to the Union and the employee within five (5) business days of said written warning, suspension or discharge.
- 31.3 While an employee is on a disciplinary plan or an improvement plan, the employee may not be moved, transferred, or bid on another position until they have successfully completed the plan.

ARTICLE XXXII - MISCELLANEOUS

32.1. The Parties agree as follows:

- A. The Board agrees that for the term of the 2021-2024 collective bargaining agreement, that it will not employ more than thirteen (13) positions designated as less than four (4) hours in the cafeteria program.
- B. The foregoing limitation will not apply if the number of schools changes, or in the case of significant changes to the facilities or the cafeteria program. If such a change in the schools, facilities, or program occurs, the Parties shall negotiate the effects of such changes.
- C. This Side Letter of Agreement shall automatically expire on June 30, 2024 unless the Parties agree otherwise.

32.2 The following method shall apply when filling extra hours and/or positions that fall outside the lunch operation hours and outside of the academic year. This method does not apply to the Board's Summer Program:

The hours/positions shall first be offered to the employees by seniority in the school where the program is being run, then posted to the entire bargaining unit by seniority.

If the Board creates a new program that operates outside of lunch operation and outside of the academic year, the Parties will meet to discuss how the collective bargaining agreement will apply to any bargaining unit positions working in the program.

32.3 The Meriden Board of Education and Unite HERE! Local 217 agree:

- 1. Due to the level of managerial responsibility a general worker is required to assume to run the Supper Programs, a stipend above the general workers normal hourly rate will be paid for hours worked specifically for the supper program on the employee's split shift The stipend will be increased as follows during the term of this Agreement:

7/1/21: 1.95% to \$2.06

7/1/22: 1.95% to \$2.10

7/1/23: 1.95% to \$2.14

Cafeteria Managers who substitute for the suppers program will not have their pay reduced, but will receive their pay rate or the rate of the supper's program, whichever is higher.

2. When an employee who has been assigned to the supper program takes a paid leave pursuant to the collective bargaining agreement, the employee shall be paid his/her regular hourly rate of pay for the hours of leave that occur within non-supper hours, and shall be paid the additional stipend referenced above for the hours of leave that occur with the supper program hours.
3. This Memorandum of Understanding shall not constitute a past practice.
4. This Section shall expire upon the termination of the district's supper program or the completion of the district's supper program.

32.4

1. The award of the positions for the Summer Food Service Program will be based primarily on an employee's past work history in the summer food service program and secondarily on seniority for the purposes of approving unpaid time off. Should all positions not be able to be filled by former summer food service program employees, the remaining positions shall be filled by reason of ability, qualifications, work history and seniority.
2. There shall be two classifications Cafeteria Worker and Cafeteria Manager. The rate of pay of these positions shall follow the contract. A cafeteria manager who works as a cafeteria worker during the summer shall receive the pay rate of a cafeteria worker during their summer employment.
3. If it is necessary that there be more than one meal preparation site, a Cafeteria Manager shall be hired for each preparation site.
4. Substitute workers for the Summer Food Service Program will be Cafeteria Managers or Cafeteria Workers, receiving the Cafeteria Worker rate of pay. Should not an ample substitute pool be available from cafeteria bargaining unit members, another pool of non-bargaining unit substitutes will be secured at the current cafeteria substitute rate.
5. Unpaid time off will be approved during the summer months at management's discretion in the best interest of the operation. Excessive unpaid time off will put an employee's future summer employment opportunities in jeopardy, should the program continue to be sponsored by the Meriden Public Schools Food and Nutrition Services.
6. Personal time shall not be earned or taken during the summer food service program. **Employees may take up to six (6) days of accrued sick leave during the summer food service program. Employees may use the sick leave that they accrue on July 1 of the applicable year toward these six (6) days.**

- 7. The Department of Food & Nutrition Services will define, require and provide a uniform for all summer workers including substitutes ~~that~~ who are Local 217 members.
- 8. Staff at sites and drivers will be asked to use their personal cell phone for the purposes of the summer food service program. Should a candidate whose job requires a cell phone not have one, Meriden Public Schools will provide one for the purposes of necessary communication and safety.
- 9. Staff required to travel to meal sites in their personal vehicle shall have the opportunity to submit a monthly mileage report for reimbursement at the current IRS mileage rate.
- 10. A performance review of temporary summer food service employees and local 217 summer substitutes shall be completed annually and be considered a part of an employees work history.
- 11. Should a grievance need to be filed during the Summer Food Service Program, the grievance will be filed at Level Two, with the Director of Food Services.

ARTICLE XXXIII - DURATION

33.1 This Agreement shall be in full force and effect as of July 1, 2021 and shall expire June 30, 2024.

This Agreement incorporates the entire understanding of the parties on all issues which were the subject of negotiation, and neither party shall be required during the term thereof to negotiate upon any issue whether it is covered or not in this contract.

Signed this 23rd day of August, 2021

MERIDEN BOARD OF EDUCATION UNITE HERE! LOCAL 217, AFL-CIO

Robert E. Kosienski, Jr.
President

DocuSigned by:
Joshua Stanley

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Joshua Stanley
Secretary - Treasurer

DocuSigned by:
Robert E. Kosienski, Jr.

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Witness
Robert E. Kosienski, Jr.

APPENDIX A

INSURANCE

CONTRACT YEARS 2021-2024

1. The following health insurance and prescription coverage is available to members of the bargaining unit, according to their enrollment, based upon the provisions set forth below:

a. High Deductible Health Plan - HSA Plan (HDHP-HSA): Except as provided below, the sole insurance option for the duration of this contract shall be a High Deductible Health Plan HSA with a \$2,000/\$4,000 deductible, of which, the employer will fund fifty percent (50%) each year of this Agreement. Furthermore, (1) there shall be no prescription copayments after the deductible is met, (2) employer funding of the deductible will occur as follows:

two payments on or about July 1 and January 1 and (3) a voluntary weight loss program shall be implemented for members of the unit who participate in the wellness program, with \$100 Board subsidy of the fee.

The parties acknowledge that the Board's contribution toward the funding of the HSA 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 members. The Board shall have no obligation to fund any portion of the HDHP deductible for retirees or individuals upon their separation from employment.

b. Cigna Co-pay Plan: Employees who currently are not eligible for the HDHP-HSA plan because they participate in Medicare or because they have received benefits from the Veteran's Administration in the last three months shall be permitted to continue in the current Cigna co-pay plan with a premium contribution rate as described below. For employees who become ineligible for an HSA account after the effective date of this Agreement, the employer will continue to offer the HDHP as the sole insurance option, and the employer shall make a payment to such an employee in an amount equal to the deductible funding specified in Paragraph 1.a. above. Such payment shall be taxable.

c. The HDHP-HSA plan and Cigna co-pay plan referenced in subparagraphs a and b, above, shall be attached and made a part of this agreement for informational purposes only.

d. Dental Plan: CIGNA Dental Plan for the employee only.

- e. Beginning on July 1, 2021, to be eligible to receive medical and dental insurance benefits set forth in this Article, the employee shall annually contribute the following premium amounts each year for the applicable class (single, two person, family) for such benefits:

	<u>HDHP-HSA</u>	<u>Co-Pay Plan</u>
July 1, 2021	15.5%	19.5%
July 1, 2022	16%	20%
July 1, 2023	16.5%	20.5%

The HDHP-HSA will include the National Preferred Prescription Formulary

However, participants in the biometric wellness program shall have a 2% reduction of the above premium rates. Participants who participate in the biometric wellness program and also get a physical examination in accordance with the recommended schedule under the applicable plan (and whose spouse gets a physical in the event of spousal coverage) shall have an additional 2% reduction of the above premium rates. This additional 2% reduction applies only to employees (and/or spouses) who participate in the biometric wellness program and get a physical examination.

Beginning effective July 1, 2018, participants in the biometric wellness program will be required to meet their wellness goals in order to receive any of the premium reductions above.

The Board of Education shall implement a Section 125 premium conversion plan for such contributions. The Board shall contribute the remaining portion of the cost for these benefits.

- f. Should any federal or state statute or regulation be mandated to take effect during the term of this Agreement that triggers the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to reopen negotiations related solely to the health insurance plans and the payment of any applicable excise tax. No other provision of the contract shall be reopened.

HDHP-HSA Plan		
Cost Shares Provisions	In-Network	Out-of Network
Annual Deductible (individual/aggregate family)	\$2,000/\$4,000	
Co-insurance	100%	20/80% after deductible, up to co-insurance maximum
Annual Out-of-Pocket Maximum (includes deductible and out-of-network co-insurance if applicable)	\$2,000 individual coverage/\$4,000 family coverage	\$4,000 individual coverage/\$8,000 family coverage
Lifetime Maximum	Unlimited	\$1,000,000
Preventive Care	Deductible not applicable	20% after deductible, subject to co-insurance limits
Prescription Drug Coverage	Treated as any other medical expense/100% after deductible	

CO-PAY PLAN:

Prescription Drug Benefits:

- \$10.00 co-pay for generic brand prescription drugs
- \$15.00 preferred
- \$25.00 non-preferred

Retail and mail order purchases of prescriptions are subject to the applicable 3-tier co-pay

Retail purchases of prescriptions are limited to a 34-day supply or 100-unit dose (whichever is greater) for a single co-pay

Mail order purchases of prescriptions provide for a 100-day supply for a single co-pay

Office visit co-pays:

- Office visit co-pay = \$15.00
- Urgent care co-pay = \$25.00
- Emergency room co-pay = \$50.00

