

**Agreement Between**

**VERNON BOARD OF EDUCATION**

**and**

**UNITED FOOD AND COMMERCIAL WORKERS UNION,  
LOCAL 919, AFL-CIO**

**CAFETERIA WORKERS**

**July 1, 2020 through June 30, 2023**

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## ARTICLE 1 Recognition

- 1.1 The Board hereby recognizes the Union as the sole and exclusive bargaining agent for all cafeteria workers, excluding the Food Service Director, bookkeepers, and substitutes.
- 1.2 The Board agrees to deduct from the pay of all of its bargaining unit employees who voluntarily provide written authorization on a form approved by the Superintendent for deductions from their wages, for Union membership dues, initiation fees, and arrears as may be fixed by the Union. The Board agrees to forward said applications to Local 919 that will be filled out at the time of employment.
- 1.3 The deduction for any month shall be made during the first payroll week of said month and shall be remitted to the Union's office, together with a list of names of employees from whose wages such deductions have been made, not later than the first day of the following month. The Union agrees to indemnify and hold the Board of Education harmless against any and all claims, demands, suits, or other forms of liability that shall or may arise out of, or by reason of, action taken by the Board of Education for the purpose of complying with the provisions of this Article.

## ARTICLE 2 Seniority

- 2.1 Board seniority is defined as length of continued, uninterrupted service with the Vernon school system as a cafeteria employee.
- 2.2 Layoffs shall take effect in the following order:
  - 2.2.1 Substitute employees
  - 2.2.2 Probationary employees
  - 2.2.3 Part-time employees
  - 2.2.4 Full-time employees [six (6) or more hours per day] within job categories based on the needs of the district. The job categories are: Cook Manager, Cashier, and Worker.
- 2.3 A laid-off employee will be put on a recall list for one (1) year after termination. Said employee shall be offered the opportunity to bid on a vacant position in accordance with the procedures as established in Article 3 of this Agreement provided that he/she notifies the employer by certified or registered mail of his/her intent to return to work within five (5) working days of being offered the posted position and reports to work not later than five (5) working days thereafter.
- 2.4 An employee shall lose all seniority when he or she:

- 2.4.1 Resigns
- 2.4.2 Retires
- 2.4.3 Is discharged for cause.
- 2.5 The Board shall provide a seniority list to the Union Representative upon request. This list will contain name, job title, and the date of hire.
- 2.6 The Union Representative shall be emailed all job postings when they occur.
- 2.7 New employees shall serve a probationary period of 90 days worked and shall have no seniority rights during this period but shall be subject to all other provisions of this Agreement except the Grievance Procedure. During the probationary period, new employees are not eligible for benefits.
- 2.8 All employees after completion of the probationary period shall acquire length of service records as of the date of employment.

### **ARTICLE 3 Promotions and Transfers**

- 3.1 All promotional opportunities and job openings shall be provided to each Café Manager for posting in each school for a period of five (5) business days. The Board may post and advertise all vacancies simultaneously.
- 3.2 If vacancies occur in regular positions or if new positions are created, these positions shall be filled by employees of the cafeteria department of the same job categories as the vacancy (Cook Manager, Cashier, and Worker), based upon seniority and job performance. The right to promote shall remain as a management right exclusively vested in the Board of Education as long as seniority and performance evaluations are considered.
- 3.3 An employee promoted to a different job category will serve a sixty (60) workday probationary period in which the Manager or Food Service Director will evaluate the performance of the employee. If the employee is unable to perform the duties and responsibilities of the position in a satisfactory manner, he/she will revert back to his/her previous position. When the employee is retained in the position for a period of sixty (60) consecutive workdays, then he/she is considered qualified and allocated to said position.
- 3.4 Employees assigned to perform the duties of a higher classification, due to the absence of another employee, shall be paid the rate of the higher classification, starting immediately. They will revert to their original classifications and pay scales upon the return of the absent employee. In cases when a part-time or substitute employee agrees to work extra hours to cover for absent employees, they shall remain classified as a part-time or substitute employee up to one (1) year unless or until the absent

employee ceases to be employed. At that point the part-time or substitute employee will become a regular employee.

- 3.5 Reasonable permanent transfers may be made by the employer provided the Union and the employee have been notified in writing at least seven (7) calendar days in advance of the transfer or by phone or in person to be confirmed in writing.
- 3.6 Performance Evaluation. A performance evaluation form will be completed each June by the Director of Food Service, with input from the Cafeteria Manager.

#### **ARTICLE 4 Hours of Work and Overtime**

- 4.1 Overtime rates at time and one-half (1-1/2) will be paid for the following:
- 4.1.1 All time worked in excess of thirty-five (35) hours in one week.
- 4.1.2 All work performed on Saturday with a guaranteed minimum of four (4) hours.
- 4.2 Overtime rates at double time will be paid for all time worked on Sundays with a guaranteed minimum of four (4) hours.
- 4.3 All overtime work shall be distributed equally among employees within classifications based on district-wide seniority on the overtime wheel.
- 4.4 Annual days of work and hours of work for each position within the bargaining unit will be established by the Food Service Director based upon the school calendar and need for food service within each school. When new food programs are presented during the school year, during normal work hours, the schedules will be reviewed and adjusted as needed.
- 4.5 The scheduled work hours for the school year for cafeteria employees will be scheduled between the hours of 6:30 a.m. and 3:00p.m. unless emergency conditions require otherwise. Daily after-school programs are exempt from the aforementioned hours.
- 4.6 The scheduled hours and days worked per year for all bargaining positions shall be provided to the cafeteria manager for posting within each school fifteen (15) days after commencement of each school year. A copy of this posting will be emailed to the Union Representative at that time. Except in an emergency the Union will be notified within five (5) workdays of any permanent change by email.

Schedules will be mailed to each employee by July 31st of each year for the upcoming school year.

- 4.6.1 Scheduled annual days are approximate with the high school exam schedule closing the cafeteria and the possibility that schools may for some reason be open without the cafeteria or with students resulting in a reduced schedule for the cafeteria. In that event, the Food Service Director will give advance notice to all

schools and request volunteers to take a day off, paid if the employee chooses and has available time off, so that the staff of the closing cafeteria has an opportunity to work if desired. Otherwise, the staff of the closed cafeteria may use seniority to bump the least senior member of the cafeteria employees in the same classification

- 4.7 If the need for overtime arises during regular shifts due to absenteeism for whatever reason a sign-up list based on seniority will be used. If no one avails himself/herself of the opportunity to accept such overtime, then the Director or his/her designee may require the least senior employee available in the building requiring the overtime to be held over for a maximum of two (2) hours. If no employee is available in the affected building, then the least senior employee on duty may be assigned to the affected building and held over for up to two (2) hours.
- 4.8 In the case of special activity time a sign-up list based on seniority will be used. If no one avails himself/herself of the opportunity to accept such overtime, or the scheduled employee informs the Director less than twenty-four (24) hours prior to the scheduled special activity that he/she will be absent for whatever reason, then the Director may utilize any available person including substitutes to cover the special activity.
- 4.9 On snow days or emergency closings announced in the media employees will not be paid. For emergency closings and early dismissals called during the school day, employees will be paid for the scheduled day.
- 4.10.1 No employee will be scheduled to work less than two and one-half (2-1/2) hours per day.
- 4.11 Employees shall be paid for emergency (unscheduled) early closings if they occur during the employees' scheduled hours.
- 4.12 In schools where the Manager must perform general worker and cashier duties, the Food Service Director may, on an as needed basis, authorize early call-in of part-time or substitute workers to free the Manager to perform managerial duties.

## ARTICLE 5 Leave Provisions

- 5.1 **SICK LEAVE.** Sick leave will be calculated based on the scheduled hours of each employee. Employees are eligible for 8 sick days annually. Sick and personal time will be paid at a daily rate based on an average. The average will be calculated by dividing the employee's total scheduled hours per week by the number of days scheduled per week. Sick days shall be accumulated to a maximum ceiling per employee of one hundred and twenty (120) days. An employee hired after June 30, 2011 shall accumulate sick leave days to a maximum of ninety (90) days.
- 5.1.1 Upon separation of employment in good standing with five (5) complete years of service, the vested employee hired before June 30, 2005, shall be paid fifty (50) percent of his/her accumulated sick time.

Upon separation of employment in good standing with ten (10) complete years of service, the vested employee hired on July 1, 2005, and thereafter shall be paid ten (10) percent of his/her accumulated sick leave.

5.1.2 Sick leave may be used for the following purposes:

5.1.2.1 Personal illness or physical incapacity

5.1.2.2 Enforced quarantine of the employee in accordance with community health regulations.

5.1.2.3 To obtain medical or dental treatment. A certificate verifying said treatment may be required by the Food Service Director.

5.1.2.4 Sick time may be used in quarter hour increments

5.1.2.5 A dated doctor's certificate shall be required after three (3) consecutive working days of absence due to sickness or injury. Failure to provide the aforementioned certificate upon request by the Food Service Director and/or Director of Business and Finance will result in loss of wages for the days absent. Employee shall not be permitted to return to work without said certification and will not only lose compensation for the three days out due to the illness but also they will not be compensated for any additional days out due to not providing the aforementioned certificate

5.2 The Board of Education may grant Leaves of Absence upon approval of the Superintendent of Schools and Food Service Director without pay for a period not to exceed one (1) year. For leaves of absence for six (6) weeks or less the Board of Education will guarantee same position or a comparable position upon return. For leaves in excess of six (6) weeks, employees shall be reinstated to their former position or a comparable position provided an opening exists upon return from leave. Requests for such leave shall be made in writing to the Food Service Director and Superintendent of Schools and shall include a statement of the reasons there for and of the length of leave requested.

5.2.1 During the period of leave without pay, except for military leave or leaves granted as a result of sickness or accident, the employee shall not be credited for the length of service and shall not be credited with the time while out on leave for the purpose of accruing sick leave or salary schedule advancement. Employees may continue their health and life insurance at their cost through the Vernon Board of Education group plans if participating while on active status.

5.2.2 The employee's accumulation of sick leave shall be retained to his/her credit upon return from leave.



- 5.2.3 Maternity leave request shall be in accordance with Connecticut General Statutes Section 46a-60(a) (7).
- 5.2.4 An employee on an approved leave of absence shall be automatically terminated if:
- 5.2.4.1 He or she works elsewhere while on leave without express permission in writing from the Board to be so employed.
  - 5.2.4.2 He or she does not return to work when the leave of absence expires
- 5.3 **INJURY LEAVE:** Per Connecticut Workers' Compensation rules and regulations.
- 5.4 **MILITARY LEAVE:** Per the USERRA in effect during the time of the leave.
- 5.5 **BEREAVEMENT LEAVE:** In the event of death in the immediate family of an employee or in the immediate family of his or her spouse, three (3) days' leave with pay shall be granted. Immediate family for purposes of this clause is defined as parents, grandparents, spouse, brother, sister, child, stepchild, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, and also any relative who is domiciled in the employee's household. The employee shall provide verification of the death when requested by the Food Service Director or the Director of Business and Finance. Should additional time be needed by an employee, it could be granted at the discretion of the Director or his/her designee.

## ARTICLE 6 Paid Holidays and Personal Leave

- 6.1 Cafeteria employees covered by this agreement shall be entitled to the following paid holidays:
- |                                     |                        |
|-------------------------------------|------------------------|
| Labor Day                           | Christmas Eve Day      |
| Columbus Day/Indigenous Peoples Day | New Year's Day         |
| Veteran's Day                       | Martin Luther King Day |
| Thanksgiving Day                    | President's Day        |
| The day after Thanksgiving          | Good Friday            |
| Christmas Day                       | Memorial Day           |
- 6.1.1 In order to qualify for holiday pay an employee must work the workdays immediately preceding and following the holiday unless on legitimate paid sick or personal leave. Failure to meet this requirement will result in forfeiture of the holiday pay.
- 6.1.2 If school is in session, employees shall receive an additional day's pay at their regular rates for the holiday.
- 6.2 Employees shall be entitled to three (3) personal days a year (non-accumulative each year) at full pay for specified personal reasons which shall be defined as illness of the immediate family, legal requirements, and religious holidays or other imperative personal business that could not be conducted except during regularly scheduled hours

of employment. All personal leave must be approved by the Food Service Director or his/her designee with two (2) days (48 hours) prior notice. Personal leave may be taken in quarter hour increments.

6.2.1 A request to take leave under 6.2 shall be submitted to the Food Service Director or his/her designee electronically forty-eight (48) hours prior to said leave unless emergency circumstances preclude such notification. The Administration may request the reason for personal leave when inappropriate use is suspected. Failure to do so may be cause for forfeiture of leave pay.

## ARTICLE 7 Wages

- 7.1 Wage scales and classifications of positions shall be negotiated and are part of this contract. See Appendix A.
- 7.2 All new probationary employees shall be paid at ninety (90) percent of the wage for their classification. Upon satisfactory completion of the probationary period, employees will receive the hourly wage for their classification. All other employees who, through promotion, change classifications shall receive the hourly wage for the higher classification.
- 7.3 Wage scales and increases for the term of this contract are shown in Appendix A.
- 7.4 CERTIFICATION BONUS: Employees who meet the current requirements of ServSafe Food Protection Management Certification administered by the National Restaurant Association and can show evidence to that fact will receive the following additional differential:

Cook Manager	\$.30 per hour
Cashier	\$.30 per hour
Worker	\$.30 per hour

Cafeteria Managers are required to take and pass the ServSafe Food Protection Management Certification Exam. Training will be offered as needed by the district.

Other current employees, who choose to take the ServSafe Training, as well as managers, will be reimbursed 100% of the cost of the test and materials upon successful completion. Training will be offered annually by the district.

Managers are required to pass the ServSafe training exam by September 1<sup>st</sup> and maintain the certification as a requirement of the position. Managers who do not pass the exam in the first attempt will have until January 15<sup>th</sup> of that school year to retake the exam. If they do not successfully earn the certification on the second attempt, they will be allowed to transfer into an open position if one exists, and their salary will be reduced to the appropriate grade. If no open position exists, a staff member will be laid off in accordance with section 2.2.

All applicants for a manager vacancy must be ServSafe certified.

- 7.5 In the case where there is Federal, State and/or Town certification training required, employees will be reimbursed for 100% of the cost of the training upon successful completion, but does not make them eligible for the certification bonus. All trainings require preapproval by the Director of Food and Nutrition Services.
- 7.6 Travel reimbursement for mileage for cafeteria employees shall be at the rate established by the Internal Revenue Service for that calendar year.

## **ARTICLE 8 Employee Benefits**

- 8.0 All employees hired prior to July 1, 2011 scheduled to work twenty (20) or more hours per week on a permanent basis and all employees hired after June 30, 2011 scheduled to work thirty (30) or more hours per week on a permanent basis will be eligible for benefits as described in Article 8.
- 8.1 All eligible employees will be offered individual, two-person, or family plan medical coverage as outlined in Sections 8.1.1 and 8.1.2.
  - 8.1.1 The HSA plan as described in Appendix D or equivalent plan.
  - 8.1.2 Health Insurance coverage will begin after the probationary period defined in Article 2.7.
  - 8.1.3 The Board will contribute 50% to the employee's HSA account \$1,000 for single coverage and \$2,000 for 2 person and family coverage.
  - 8.1.4 Eligible employees will pay 20% of the cost of health insurance.
- 8.2 The Board of Education shall provide free of charge to all employees who wish them flu shots for the prevention of influenza in the fall of each year. If the employee does not have medical insurance from the Board then the employee must use the Board provided or designated clinics.
- 8.3 The Board will pay for employee group life insurance under group policy provided by the Board for its eligible employees in the following amounts:

Life Insurance	\$10,000
Accidental Death and Dismemberment	\$10,000

Employees must complete forms upon hire or when requested to be enrolled by Life Insurance.

- 8.4 Eligible employees shall be allowed to purchase the Co-pay Dental Plan at 60% of their expense, subject to the rules and regulations of the carrier.

- 8.5 Beginning July 1, 2014, new employees will be enrolled in the Town of Vernon's defined contribution plan. All employees hired prior to July 1, 2014 may remain in the pension plan. [See Appendix B]
- 8.6 **SELF-INSURANCE OPTION:** The Board may provide health insurance or life insurance coverage for bargaining unit members through alternate carriers or through self-insurance. The coverage and benefits provided through alternate insurance carriers, through self-insurance or through a combination of such alternatives shall be comparable to the coverage's available to cafeteria workers under the group health or life insurance policies described in this section. Should the Board desire to change carriers and/or self-insure, the cafeteria workers union president shall be first notified and given an opportunity to review the proposed changes. Should the union and the Board disagree that the alternative coverage's proposed will provide comparable coverage to those provided by the group plans described elsewhere in this section, binding arbitration as set forth in Article XI of this contract may be immediately implemented at the request of the union or the Board. Such arbitration shall take place before an impartial arbitrator with expertise in insurance. The proposed alternative carrier coverage will not be implemented unless and until a resolution by the aforementioned arbitrator is reached that such change is permissible under the terms of this section. None of the individual coverage set forth in this section shall be subject to a proposed change in carrier and/or the self-insurance option more than once per year. Should the Board self-insure or change carriers pursuant to this section, the privacy of the members of the unit shall be fully respected.

## **ARTICLE 9**

### **Grievance Procedure**

- 9.1 All disciplinary actions shall be consistent with the infraction for which disciplinary action is being applied.
- 9.2 All warnings, suspensions, and discharges must be for just cause and must be stated in writing with reason or reasons given with a copy to employee and the Union president.
- 9.3 Grievances arising out of matters covered by this Agreement will be processed in the following manner:
- 9.3.1 The employee or Union representative shall, within ten (10) working days of the occurrence of the conditions causing the grievance or within ten (10) working days of his/her knowledge of its occurrence, whichever comes later, present to the Food Service Director the facts pertaining to the problem or incident.
- The Food Service Director shall address the problem at once and notify the employee and Union representative of his/her decision within five (5) working days from the date that the problem was presented.
- 9.3.2 If the employee or Union representative feels that further review is justified and is not satisfied with the answer from the Food Service Director, all the facts pertaining to the problem shall be presented in writing to the Director of Business

and Finance within ten (10) days from the date of the response from the Food Service Director.

The Director of Business and Finance shall notify the employee and the Union representative of his/her decision in writing within five (5) working days from the date that the problem was presented to him/her.

- 9.3.3 If the employee or Union representative feels that further review is justified and is not satisfied with the answer from the Director of Business and Finance, all the facts pertaining to the problem shall be presented in writing to the Superintendent of Schools within ten (10) days from the date of the response from the Director of Business and Finance.

The Superintendent of Schools shall notify the employee and the Union representative of his/her decision in writing within five (5) working days from the date that the problem was presented to him/her.

- 9.3.4 If the employee or Union representative is not satisfied with the response from the Superintendent of Schools, he/she may request a further review by the Board provided the request is made to the Board within five (5) working days from the time the decision was issued by the Superintendent of Schools.

The Board or its designated committee shall, as soon as possible, call a meeting attended by the aggrieved employee and if requested by the employee, the Union representative, the Food Service Director, the Director of Business and Finance, and the Superintendent of Schools to review the facts.

As soon as is reasonable, but at least within ten (10) working days thereafter, the employee, the Union representative, the Food Service Director, and the Director of Business and Finance shall be notified in writing of the decision reached.

9.3.5 Arbitration

In the event the Union feels that further review is justified, the Union may within thirty (30) days submit the grievance to arbitration by the Connecticut State Board of Mediation and Arbitration or if mutually agreed to the parties may submit the grievance to the American Arbitration Association.

- 9.3.5.1 The Union will advise the Superintendent of Schools in writing of its submission of the grievance to arbitration at the time of filing.

- 9.3.5.2 The decision of the arbitrator(s) shall be final and binding on both parties. The cost of such arbitration, if any, shall be borne equally by the Union and the Board.

- 9.6 Officers of the Union, not exceeding two (2) in number, shall be provided with the necessary time off with pay for contract negotiations and grievance adjudication when

such activities take place at a time during which such members are scheduled to be on duty.

## **ARTICLE 10 Records Request**

- 10.1 In the event the Union has evidence which leads it to believe that an error has been made relating to rates of pay or the payment of employee benefit contributions, the Board agrees to supply to the Union within fourteen (14) business days payroll data regarding the particular claim. Any such request for information shall be made to the Board in writing and specify the possible error that is being investigated.

## **ARTICLE 11 Visiting Schools**

- 11.1 A duly authorized representative of the Union may visit the schools for the purpose of conducting Union business but in so doing shall not interfere with the employer's operation. Upon entering any school the Union representative shall report to the school's principal and shall comply with any Board policies in effect or local school requirements concerning visitations.

## **ARTICLE 12 Wearing Apparel and Tools**

- 12.1 Annually the Board agrees to furnish without cost to the employee 3 shirts, 2 aprons and 2 hats and will reimburse each employee up to \$50 for safety shoes, as needed. Employees may request replacement apparel, this shall be determined at the discretion of the Director of Food Services. Such wearing apparel shall be worn by the employee and laundered by the employee. All employees covered by this contract shall dress according to the "Dress Code of Vernon School Cafeterias."
- 12.2 The Board further agrees to furnish such equipment without cost as is customarily required in the course of employment. The employees shall use these items with care and only for the purpose for which they were intended and shall return them to the employer upon termination.

## **ARTICLE 13 Jury Duty**

- 13.1 Employees shall be entitled to full pay at current base rate for absence due to jury duty and also for absence required by subpoena issued by another governmental agency, provided that reimbursement for same and regular pay together does not exceed employee's regular wage. A copy of the jury duty affidavit or subpoena must be submitted to the Director of Food Service prior to the leave of absence.

**ARTICLE 14**  
**Bulletin Boards**

- 14.1 At least one bulletin board shall be reserved in each school cafeteria for the posting of official Union notices or announcements.

**ARTICLE 15**  
**Safety**

- 15.1 The Board agrees to comply with the safety regulations as prescribed by the Occupational Safety and Health Act.
- 15.2 The Union may bring any perceived safety problems to the Board for review and, if appropriate, the parties may form a committee to review and recommend appropriate action.

**ARTICLE 16**  
**Wage Statement**

- 16.1 The Board shall establish regular biweekly paydays, except as it may change due to a holiday, and furnish to each employee on such paydays a wage statement showing the date, name of the employee, total hours worked, total amount of wages paid, and itemized deductions made there from. All employees are required to use direct deposits of pay. The wage statement may be electronic.

**ARTICLE 17**  
**Bargaining Unit Work**

- 17.1 All bargaining unit work performed by cafeteria employees will be done by bargaining unit employees unless there are no such employees available who can perform the work. All Cook Managers in the elementary schools will continue to perform bargaining unit work in addition to supervisory functions that they are assigned by the Food Service Director.
- 17.2 All cafeteria employees shall perform the duties covered within the bargaining unit work as delegated and assigned by the Food Service Director or his/her designee.
- 17.3 In order to be eligible to substitute as a cook/manager, employees must hold ServSafe Certification.

**ARTICLE 18**  
**Rest Periods**

- 18.1 Any employee scheduled for over six (6) hours shall receive two (2), fifteen (15) minute relief periods. A twenty (20) minute unpaid lunch break may be combined with one of the fifteen (15) minute relief periods. Any employee scheduled for three (3) to six (6)

hours shall receive one (1), fifteen (15) minute relief period. A twenty (20) minute unpaid lunch break may be combined with the fifteen (15) minute relief period. Employees scheduled under three (3) hours will not receive a paid relief period. For those employees who want to take a 20 minute unpaid break, they need to work 20 minutes more during their scheduled day; established on an annual basis.

- 18.2 Relief periods shall be given as near as possible to the middle of the forenoon/afternoon/evening work period.
- 18.3 All employees shall receive one reimbursable meal during the workday at no cost to the employee.

### **ARTICLE 19 Automation – Mechanization – New Classifications**

- 19.1 The Board will notify the Union before introducing any new type of production equipment, before setting up a new department, or before establishing a new classification not presently listed within this Agreement. Prior to such introduction the Union shall be given the opportunity to meet and discuss the conditions by which such introduction will be made.

### **ARTICLE 20 Interpretation of Agreement**

- 20.1 The only person(s) qualified to interpret this Agreement on behalf of the Union shall be officers of the Union or authorized representatives of the Union.

### **ARTICLE 21 Management Rights**

- 21.0 The Board reserves and retains, solely and exclusively, all its rights, express or implied, to manage the school system and its employees as such rights existed prior to the execution of this Agreement. The Union agrees that the functions and rights of management belong solely to the Board and that the Union will not interfere with the Board's exercise of these rights and functions.

- 21.0.1. Enumerated Rights. The exclusive functions and rights of the Board include, but are not restricted to, the right to: direct the operation of the public schools in the system in all aspects; select and employ new personnel; manage the school system and the direction of its work force; determine methods and levels for financing and budget allocation; provide, when necessary, for the transportation of students; designate the schools to be attended by the children in the system; establish the number of schools to be utilized by the system; maintain good public elementary and secondary schools and provide such other educational activities as in its judgment will best serve the interests of the system to give the children of the system as nearly equal advantages as may be practicable; maintain and operate buildings, lands, apparatus and other property



used for school purposes; decide the textbooks to be used; make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefore; prepare and submit budgets and, in its sole discretion, expend monies appropriated to the Board for the maintenance and operation of the schools, and to make such transfers of funds within the appropriated budget as it shall deem desirable; determine, and from time to time redetermine, the number of Board personnel and the methods and materials to be employed; select and determine the qualifications of employees required to promote the efficient operation of the school system; distribute work to employees in accordance with the job content and job requirements determined, and from time to time redetermined, by the Board; establish assignments for employees; transfer employees; determine the procedures for promotion of employees; create, enforce and, from time to time, change rules and regulations concerning discipline of employees; discipline, suspend or discharge employees; and, otherwise take such measures as the Board may determine to be necessary to promote the orderly, efficient and safe operation of the school system. The Board shall not, however, exercise any of the rights listed herein in a manner that contravenes an express provision of this Agreement. Notwithstanding the terms expressed herein, the Board shall not unilaterally change major terms and conditions of employment that are mandatory subjects of bargaining.

- 21.0.2. Unenumerated Rights. The listing of specific rights in Subsection (1) of this section is not intended to be all inclusive, restrictive or a waiver of any rights of the Board not listed which have not been expressly and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.

## **ARTICLE 22**

### **Pre-existing Terms, Benefits, and Conditions of Employment**

- 22.1 Except as specifically provided for in this Agreement, all existing terms, benefits, and conditions of employment which have been verified by writing and/or record shall remain in effect during the term of this Agreement. The Union agrees that there shall be no abuse of such benefits.

## **ARTICLE 23**

### **Savings Clause**

- 23.1 Should any article, section, or portion of this Agreement be held unlawful or unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree to negotiate immediately a substitute for the invalidated article, section, or portion thereof.

**ARTICLE 24**  
**Duration**

- 24.1 This Agreement shall be effective as of the 1<sup>st</sup> day of July 2020 and shall remain in full force and effect through the 30<sup>th</sup> day of June 2023. It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, one hundred (100) days prior to the anniversary date that it desires to modify this Agreement. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.
- 24.2 In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than thirty (30) days prior to the desired termination date, which shall not be before the termination date set forth in the preceding paragraph.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS THIS

10<sup>th</sup> DAY OF July, 2020.

**VERNON BOARD OF EDUCATION**

**UNITED FOOD AND COMMERCIAL WORKERS  
UNION LOCAL 919, AFL-CIO**

  
\_\_\_\_\_  
Anne Fischer, Chairperson

  
\_\_\_\_\_  
Mark A. Espinosa, President

  
\_\_\_\_\_  
Jason Dokla, Secretary-Treasurer

**APPENDIX A**

**Wage Breakdown by Classification**

**WAGE GRID 2020-21**

Year 1	Manager	Manager	Cashier	Worker
	RHS & VCMS	Elementary		
10 + years	22.83	19.41	16.04	14.52
5-10 years	22.54	19.14	15.86	14.35
0-5 years	22.25	18.93	15.66	14.20

**WAGE GRID 2021-22**

Year 2	Manager	Manager	Cashier	Worker
	RHS & VCMS	Elementary		
10 + years	23.23	19.91	16.32	15.02
5-10 years	22.93	19.64	16.14	14.85
0-5 years	22.64	19.43	15.93	14.70

**WAGE GRID 2022-23**

Year 3	Manager	Manager	Cashier	Worker
	RHS & VCMS	Elementary		
10 + years	23.64	20.41	16.60	15.52
5-10 years	23.33	20.14	16.42	15.35
0-5 years	23.04	19.93	16.21	15.20

- NOTES:
- 1) The anniversary date for all employees will be July 1 of each year.
  - 2) An employee must work continuously excluding authorized leaves from October 1 of the previous year to qualify for a step increase.
  - 3) For Certification Bonuses, see Article 7

## APPENDIX B

### Cafeteria Workers' Defined Contribution Pension Plan

#### Section 8.5

For employees hired before July 1, 2014, the Town will continue, without change, the existing defined benefit pension plan presently in effect, covering bargaining unit members as follows;

- Normal Retirement: Age sixty-five (65) with ten (10) years of service  
Multiplier: One and a half percent (1.5%)  
Average Earnings: Monthly salary or wage received averaged over a five (5) year consecutive period which results in the highest average  
Benefit: The monthly benefit rate is calculated as one and a half (1.5%) of average monthly earnings times (x) credited service to a maximum of twenty (20) years of service.  
Vesting: Five (5) to ten (10) year sliding scale, one hundred percent (100%) vesting at ten (10) years of credited service.  
Employee Interest: Employees are guaranteed six percent (6%) interest on all their contributions.  
Employee Contribution: Employees shall contribute four percent (4%) of base wages, pre-tax, to the pension plan.

#### Section 8.5 (a)

Employees who are hired after June 30, 2014 are not eligible for the defined benefit pension plan set forth in this Section. Such employees will be automatically enrolled in the Town's defined contribution plan (*The Town plans to administer the defined contribution plan through a 457(b) plan*), provided employees will have the option to opt-out of the plan. The Town will contribute 2% of the employee's base wages for all employees who elect to participate in such defined contribution plan. If an employee contributes 7.5% or more of his or her wages to such defined contribution plan, the Town will contribute an additional 2% for a total contribution of 4% of the employee's annual base wages to the plan. The Town will establish such defined contribution plan as soon as administratively possible.

Vested Town contributions for the employee shall be as follows with no minimum age:

5 years of service	25%
6 years of service	40%
7 years of service	55%
8 years of service	70%
9 years of service	85%
10 years of service	100.0%

This change shall not affect any employee who is in the employ of the Town of Vernon and a participant of the Town of Vernon Pension Plan prior to the signing of this Agreement from participating in the Town of Vernon Pension Plan program upon transfer to this bargaining unit.

No employee hired prior to July 1, 2014 may participate in the Defined Contribution Plan set forth in Section 8.5(a).

At any time, should employees in this bargaining unit subject to the Pension Plan represent less than a majority of the bargaining unit; such employees will be permitted to maintain their Pension Plan benefits as listed in this Article, throughout their employment with the Town of Vernon.