

COLLECTIVE BARGAINING AGREEMENT

By and Between
Berlin Board of Education
and the



UNITED PUBLIC SERVICE EMPLOYEES UNION
Local 424 - Unit 57
Food Service Supervisors

July 1, 2021 through June 30, 2024

TABLE OF CONTENTS

Article I Recognition	1
Article II Board of Education Rights.....	1
Article III Union Security	1
Article IV Seniority	2
Article V Promotions and Transfers	3
Article VI Hours of Work.....	3
Article VII Leave Provisions	4
Article VIII Other Employee Benefits.....	7
Article IX Pension	9
Article X Progressive Discipline	9
Article XI Grievance Procedure	9
Article XII Holidays	11
Article XIII Uniform Allowance	11
Article XIV Salaries & Classification	12
Article XV Complete Agreement	13
Article XVI Savings Clause.....	13
Article XVII Miscellaneous.....	13
Article XVIII Duration	14

ARTICLE I

RECOGNITION

The Berlin Board of Education (hereinafter referred to as the Board) recognizes and certifies UPSEU Local 424 (hereinafter referred to as the Union) for the purpose of professional negotiations as the exclusive representative for the cook managers working twenty (20) hours or more per week for the purpose of and with the rights and privileges as provided by Chapter 113 of the Connecticut General Statutes.

ARTICLE II

BOARD OF EDUCATION RIGHTS

Unless expressly and specifically limited, modified, abridged or relinquished by specific provision of the Agreement, and whether exercised or not, the rights, powers and authority heretofore held by the general or special statutes, ordinance, regulation, or other lawful provision, over the complete operations, practices, procedures and regulation with respect to members of the Board's Department, shall remain vested and exclusively in the Board of Education, including but not limited to the following:

- Determine the standard of selection for Cafeteria employment
- Direct its employees
- Take disciplinary action
- Relieve its employees from duty because of lack of work or other legitimate reasons
- Issue rules and regulations
- Maintain the efficiency of governmental operations
- Determine work schedules
- Determine the methods, means and personnel by which the Cafeteria's operations are to be conducted
- Determine the content of job classifications
- Exercise complete control and discretion over its organization and technology of performing its work
- Fulfill all of its legal responsibilities

All of the above rights, responsibilities and prerogatives may not be subject to any grievance or arbitration proceeding except as specifically provided for in this Agreement. All of the above will be in compliance with the State of Connecticut Municipal Employers Act.

ARTICLE III

UNION SECURITY

- A. All bargaining unit employees may within thirty (30) working days from the date of their employment date by the Board, become members in good standing.

- B. The Board agrees to deduct regular Union dues from the pay of each employee for whom the Board has a signed card authorizing such deduction. The dues so deducted shall be sent monthly to Union accompanied by a list of names of employees from whose wages such amounts have been deducted.
- C. The Board shall provide the Union with written notice of all cook manager personnel transactions pertinent to the bargaining unit, i.e., hiring, terminations, status changes, promotions, leaves of absence, etc., and such notice shall be provided monthly.
- D. The Union shall indemnify and hold the Board harmless from any and all demands, suits, complaints, claims, costs and liabilities, including reasonable attorney's fees, caused by or arising out of the administration or enforcement of this Article.
- E. Within thirty (30) days of a new employee being hired from within or outside the district into the bargaining unit the Union shall be provided with an opportunity to meet with the new hire. Such meeting shall not exceed twenty (20) minutes of work time.

ARTICLE IV **SENIORITY**

- A. At the beginning of each school year, the Board shall furnish to the Union a list of all employees covered by this Agreement in order of their seniority, together with the then current salary of each. Seniority shall be defined as the continuous length of service of an employee with the cafeteria.
- B. All new employees shall serve a probationary period of forty-five (45) work days. Upon completion of the probationary period, the effective date for determining seniority shall be the employee's hire date. Any absences during the probationary period shall be added to the forty-five (45) working days base period. Until expiration of such period, he/she may be terminated for any reason whatsoever and neither the employee nor the Union, on his/her behalf, shall have recourse to the grievance or arbitration procedures of this Agreement.
- C. Layoff and Recall: When a layoff in the work force is necessary, the following schedule shall apply provided the employee is qualified:
 - 1. In all cases employees with the least seniority shall be laid off first. Employees on layoff shall be recalled on the same basis as above.
 - 2. In all cases employees with the greatest seniority shall be recalled first, and shall resume credits in seniority, longevity and leave from when he/she was laid off.

- D. Employees shall retain recall rights for a period of two (2) years.

ARTICLE V

PROMOTIONS AND TRANSFERS

- A. All vacancies or new positions in any job classification covered by this Agreement shall be posted simultaneously for both internal and external candidates for a period of five (5) working days prior to the final application date.
- B. Any vacancy or new position is available to any employee covered within this Agreement. An employee's notification of interest in writing is required within the five (5) working-day posting period to the Director of Human Resources. The Board shall have the right to select the applicant who is most qualified and most able to perform the job, as determined by the Superintendent or his/her designee. Copies of the posting, together with the list of employees applying and the name of the person placed, will be supplied to the Union within ten (10) working days.
- C. A current member who is a successful applicant shall serve a thirty (30) calendar day probationary period. During the probationary period, the employee will receive the pay rate for the promoted position. If performance is unsatisfactory during the probationary period, the employee shall return to her or his previous assignment with no loss of seniority.
- D. Whenever a position is temporarily vacant due to the illness or absence of a bargaining unit member, any employee can be moved to fill such vacancy.
- E. The Administrative Office shall notify all applicants, in writing, relative to the successful applicant. By request, each applicant shall be entitled to know why she/he was not granted the promotion or transfer.

ARTICLE VI

HOURS OF WORK

- A. The school calendar for the next school year shall be given to each Union member as soon as possible after its adoption by the Board of Education. However, it is understood the school calendar may, from time to time, be altered due to educational needs and/or special events within the facility. When such schedule alterations are made, the Board shall give employees as much advance notice as possible.
- B. Yearly Operational Schedule:
1. The yearly operational schedule of the cafeteria for the next school year will be posted at least one week prior to the end of the school year and a copy

provided to each Union member. The schedule shall include the daily hours of work for each position, including starting and quitting times. The normal work week is Monday through Friday.

2. In the event the Board determines it is necessary to reduce the daily hours of any bargaining unit position, the Board shall send written notice of such to the Union member. Such notice shall occur no less than one (1) week in advance, where practicable.
- C. Any catering that occurs before or after a work day shall be compensated at \$3.00 per hour above the Union member's hourly rate with a minimum of three (3) hours pay.
- Catering done during a routine work day, if it seems necessary to do so, will be compensated with the \$3.00 per hour differential for hours worked.
- Any catering that occurs during a weekend (Friday, Saturday or Sunday) shall be compensated at a rate of time and one-half over the Union member's hourly rate with a three (3) hour minimum.
- D. Emergency Related Issues - Delayed Opening/Early Dismissal/School Closing: During weather or other emergency related conditions, if school opening is delayed, reporting time is as soon as reasonably possible, but, no later than the length of the delay past their normal starting time or the length of the delay of the opening, whichever is less. No pay will be withheld due to failure to work a full-day schedule. If a school day is shortened due to an emergency or inclement weather, the Board agrees to pay the members of the bargaining unit their normal day's pay.
- E. If the Superintendent feels that conditions are such that school needs to be cancelled, cook managers will be notified not to come to work. If school is canceled for an entire day due to an emergency or inclement weather, employees will not be paid for that day. Employees may elect to use a personal day on these days to supplement the unpaid day.
- F. Lunch Break: Cook Managers shall receive fifteen (15) minutes paid lunch during each work day.

ARTICLE VII

LEAVE PROVISIONS

- A. No paid vacations will be allowed to any Union member. If it becomes necessary, a member shall take a non-paid vacation as long as their kitchen remains fully staffed and/or shows no hardship to the program, subject to final approval of the Director.

B. Bereavement Leave

1. In the event of death in the immediate family, up to five (5) working days leave with full pay shall be granted as bereavement leave. "Immediate family" means husband, wife, father, mother, sister, brother, child, stepchild, or stepparent and also any relative who is domiciled in the employee's household. In the event of the death of an aunt, uncle, niece, nephew, cousin, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent or grandchild, up to three (3) days shall be granted as bereavement leave. Bereavement leave must be taken on consecutive days on the day of the funeral and on the day(s) immediately before or after the funeral.
2. One (1) day special leave with full pay shall be for death of other family members.
3. Employees may extend their bereavement for up to an additional two (2) days utilizing sick pay, in alignment with Article VII Section D (3)(d), if requested in advance. Such request will not be unreasonably denied.

C. Personal Leave

Each employee will be eligible to receive three (3) paid personal days per year to take care of personal affairs that cannot be handled outside normal work hours. Examples of permissible uses of personal leave include the following: required court appearance; house closing; birth or adoption of child; graduation of employee, spouse, child or other relative domiciled in employee's household; marriage of employee or child. Employees may elect to use a personal day on days when they would otherwise be unpaid due to snow day closings.

In order to use personal leave, an employee must submit a request for approval to the Food Services Director at least one week in advance, stating the reason for the personal day. In emergencies, the one-week notice requirement may be waived.

These days shall not be used during the first two weeks or last two weeks of the school year, or immediately before or after any school vacation or holiday, unless the Superintendent or the Superintendent's designee, in his/her sole discretion, grants such days when the circumstances associated with the request are unexpected and/or unavoidable.

D. Sick Leave

The Connecticut Paid Sick Leave law (C.G.S. §§ 31-57r – 31-57w) is applicable to members of this bargaining unit. As such, any provisions of the law that exceed the provisions specified in this Agreement are available to unit members.

1. Sick leave of ten (10) days per year is allowed and shall accumulate to a maximum of one hundred and twenty (120) days; such sick leave shall be pro-rated in the first year it is earned.

2. Sick leave shall commence on the date and at the time of specific notification to the Director of Food Service or immediate supervisor by the employee. For absences in excess of five (5) working days for which sick leave is claimed, the Superintendent or his/her designee may require evidence in the form of a physician's certification. Such certification shall state the nature of the illness or injury and the expected duration.

3. Use of sick leave:

- a) Personal illness or physical incapacity.
- b) Enforced quarantine of the employee in accordance with community health requirements.
- c) Up to five (5) days per year may be used to care for an ill or physically incapacitated member of the employee's household if the employee's personal presence is unavoidably required.
- d) To extend bereavement leave two (2) additional days if requested in advance.
- e) Attending an appointment with a physician, where such an appointment cannot be scheduled outside the employee's work hours, and where the employee notifies the Director of Food Services of the appointment at least one (1) week in advance, except in emergencies.

4. Sick leave may be taken in one (1) hour increments.

E. **Jury Duty**

Employees shall be entitled to full pay at their rate for absence because of jury duty, provided that reimbursement for same and regular pay together does not exceed an employee's net pay, and provided that such employee gives written notice to the Superintendent or his designee within 48 hours after he/she receives the call to jury duty and provided the employee furnishes the Superintendent or his/her designee with a copy of any check stub or receipt indicating the dates for which jury duty pay was received.

F. **Workers' Compensation**

When an employee is absent from his/her regular assignment due to a claim under the Workers' Compensation Act, the following procedure will be followed:

1. The employee will file a claim with the current insurer.
2. The insurer will pay the employee compensation due based on the employee's salary.

3. The Board may require a physical examination of any employee returning to work, in accordance with federal and state law.

For employees who are entitled to receive workers' compensation benefits as a result of an injury, illness or occupational disease arising out of and in the course of their employment with the Board, the Board will pay the difference between the dollar amount of weekly payments received by the employee under the Workers' Compensation Act and the employee's regular weekly net pay after deduction of taxes, for a period of up to one hundred and twenty (120) calendar days from the date of injury, illness or occupational disease or until such time as the employee is able to return to work, becomes ineligible for workers' compensation benefits, or reaches maximum medical improvement, whichever occurs first.

ARTICLE VIII

OTHER EMPLOYMENT BENEFITS

- A. **Medical Benefits:** The Board shall provide cook managers who are regularly scheduled to work at least thirty (30) hours per week with options for health insurance or comparable coverage. Coverage is for the employee Effective the later of July 1, 2021, or the date of ratification and approval of this contract employees shall pay nine and one-half percent (9.5%) of the cost of individual coverage. Effective July 1, 2022, employees shall pay ten percent (10%) of the cost of individual coverage. Effective July 1, 2023, employees shall pay ten and one-half percent (10.5%) of the cost of individual coverage.

Family coverage may be purchased by each Union member through the Board's complete program at group rates. Cook Managers will be responsible for paying 100% of the premium for any family coverage. Premiums will be deducted pre-tax through payroll deduction.

Each eligible employee shall be entitled to enroll in the High Deductible Health Plan.

The High Deductible Health Plan (HDHP) with a HealthSavingsAccount (HSA) plan will include the following elements:

	In-Network	Out-of-Network
Annual Deductible (Individual/Aggregate Family) (Note: <i>preventive care not subject to deductible</i>)	\$2000/4000	
Co-insurance	N/A	20% after deductible
Cost Share Maximum (Individual/Aggregate Family)	\$4,000/8,000	

Lifetime Maximum	Unlimited	\$1,000,000
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Effective July 1, 2023, the HDHP plan will include the following elements:

	In-Network	Out-of-Network
Annual Deductible (Individual/Aggregate Family) (Note: <i>preventive care not subject to deductible</i>)	\$2250/4500	
Co-insurance	N/A	20% after deductible
Cost Share Maximum (Individual/Aggregate Family)	\$4,000/8,000	
Lifetime Maximum	Unlimited	\$1,000,000

Effective July 1, 2021, following exhaustion of the deductible, prescription drugs shall be subject to post-deductible co-payments of \$10/25/40 (retail), and a two times (2x) co-payment for mail order.

The Board will fund fifty percent (50%) of the applicable individual HDHP deductible amount into the employee's HSA. The Board's contribution toward the HDHP plan deductible will be deposited into the HSA accounts in alignment with the first pay date in September of each year. The parties acknowledge that the Board's contribution toward the funding of the HDHP plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed employees. The Board shall have no obligation to fund any portion of the HDHP deductible for retirees or other individuals upon their separation from employment.

For members not eligible for an Health Savings Account (HSA), the same Board deductible funding amount shall be available through an Health Reimbursement Arrangement (HRA).

- B. **Individual Medical Waiver.** Any Union member may elect to waive participation in the medical plans listed above. This choice may be made only annually during open enrollment. An allowance will be paid to the Union member of 25% of the annual premium with a maximum of \$1,000 per year. This allowance will be paid twice annually in June and December in two equal installments. Neither employees hired after July 1, 2011, nor any members promoted from the Food Service Employee Unit into the Food Service Supervisors Unit after July 1, 2011 shall be eligible for this benefit.
- C. **Group Life Insurance.** The Board will provide a group life insurance for all Cook Managers in the amount of \$30,000.

- D. **Pre-tax Coverage.** The Board shall maintain a plan under Section 125 of the Internal Revenue Code in order to allow staff to pay any insurance premium contributions on a pre-tax basis.
- E. If the Board receives notice that the total cost of a group health plan or plans offered under this contract will trigger an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, during the term of this contract, the Board and the Union will, upon the request of the Board, engage in mid-term negotiations regarding the impact of such excise tax, in accordance with the Municipal Employees Relations Act (MERA).

ARTICLE IX

PENSION

- A. Retirement: Employees may participate in the Town of Berlin Retirement Plan, subject to the requirements and provisions of the Plan, as may be amended from time to time.
- B. Employees shall be eligible for participation in the Board's Section 403b plan and Section 457 plan, at their own expense, subject to the requirements and provisions of the plans, as may be amended from time to time.

ARTICLE X

PROGRESSIVE DISCIPLINE

- A. No employee shall be discharged or otherwise disciplined except for just cause.
- B. Discipline shall normally be issued as follows: 1. Verbal Warning; 2. Written Warning; 3. Suspension; 4. Termination. This process may be bypassed in cases of serious misconduct.

ARTICLE XI

GRIEVANCE PROCEDURE

For the purposes of this Agreement, the term "grievance" means any dispute between the Board and the Union or between the Board and the employee concerning the effect, interpretation, application claim of breach, or violation of this Agreement.

- A. Any such grievance shall be settled in accordance with the following grievance procedures:

Step 1. The aggrieved employee, with the Union, shall within five (5) working days of the occurrence take up the grievance matter with the Food Service Director

in an effort to get the grievance resolved immediately. The answer must be given within three (3) working days.

Step 2. If the aggrieved party or the Union is not satisfied with the answer given by the Food Service Director, they may, within five (5) working days, elect to submit the grievance to the Director of Operations who will arrange a hearing with the grieving party and the Union within ten (10) working days with written answer five (5) working days after hearing.

Step 3. If the aggrieved party or the Union is not satisfied with the answer given by the Director of Operations, the aggrieved party or the Union may, within ten (10) working days after receipt of the Step 2 answer, or the expiration of the time period for such response, whichever is sooner, submit the grievance to the Superintendent of Schools. The Superintendent shall respond to the grievance in writing within ten (10) working days.

Step 4. If not satisfied with the answer given by the superintendent, the Union may within 10 days of receipt of the superintendent's response, or the expiration of the time period for such response, whichever is sooner, submit the grievance to the Director of Human Resources for Arbitration. The Director of Human Resources shall thereafter have the right to designate either the Connecticut State Board of Mediation and Arbitration, the American Dispute Resolution Center Inc., or the American Arbitration Association to hear the grievance. If the Director of Human Resources wishes to designate the American Arbitration Association or the American Dispute Resolution Center Inc. to hear the grievance, they shall, so notify the Union, in writing, within ten (10) working days of receipt of the Union's written notice of intent to submit the matter to arbitration. In the event that the Director of Human Resources does not so notify the Union within such time period, the board shall thereby waive its right to select the American Arbitration Association or the American Dispute Resolution Center Inc. to hear the grievance.

Not later than ten (10) working days after receipt of notice from the Director of Human Resources designating the arbitration agency, or, in the event that no such notice is received, within ten (10) working days after the period for providing such notice has expired, the Union shall file for arbitration with the appropriate agency, with a concurrent copy to the Director of Human Resources.

In the event that a grievance is processed to arbitration through the American Arbitration Association or the American Dispute Resolution Center Inc., the Board shall pay the cost of the arbitrator and any associated fees. Any fees incurred as a direct result of the union will be paid by the union. In the event that a grievance is processed to arbitration through the State Board of Mediation and Arbitration, the cost of the arbitrator(s) shall be borne equally by the Union and the Board.

The decision rendered by the arbitrator shall be final and binding upon all parties as provided by law. The arbitrator shall be bound by and shall apply only the terms

of this Agreement and shall not in any respect add to, delete from or modify such terms.

- B. Nothing herein shall be construed as prohibiting an aggrieved party from handling his/her own grievance if he/she so desires, but no agreement shall be made that is contrary to any terms of the Agreement. The Union has the right to attend and participate at any step of the procedure. Notwithstanding the foregoing, an employee shall not have the right to pursue a grievance to arbitration; only the Union shall have the right to pursue a grievance to arbitration.
- C. The Board shall allow the aggrieved employee and a Union representative or officer the necessary time off without loss of pay to resolve any such grievance(s) in accordance with those procedures as set forth in A. Steps 1 through 4 but in no case will the Board pay for any time other than lost time within the work schedule.

ARTICLE XII

HOLIDAYS

Employees will be granted pay in the amount of their rate times their current work scheduled daily hours for the following days, provided that school is not in session on such days:

Labor Day	Christmas Day	Good Friday
Columbus Day	New Year's Day	Memorial Day
Thanksgiving Day	President's Day	

In the event that school is in session on any of the holidays set forth above, the Board will provide a floating holiday in lieu of the holiday. In order to qualify for holiday pay, the employee must work the day before, and the day after or be on excused leave.

ARTICLE XIII

UNIFORM ALLOWANCE

In June 2021 members who have worked during the 2020-2021 academic year shall receive a uniform allowance of \$300.00 in a separate check. Beginning July 1, 2021, the uniform allowance payment of \$300.00 shall be paid each September with the first payment happening in September 2021. The annual amount shall be prorated for employees hired after September 2021.

ARTICLE XIV **SALARIES AND CLASSIFICATION**

A 2.25% GWI shall be provided in each year of the contract as follows:

Effective Date	New Hire Wage	46th Work Day	After Full Year	After Second Year	After Third Year
Effective & retroactive to:					
July 1, 2021	\$20.68	\$21.46	\$22.38	\$23.33	\$24.23
July 1, 2022	\$21.15	\$21.95	\$22.89	\$23.86	\$24.77
July 1, 2023	\$21.62	\$22.44	\$23.40	\$24.39	\$25.33

Longevity:	To be paid in June of each year in a separate check.				
	5 years to but less than 10 years				\$150.00
	10 years to but less than 15 years				\$200.00
	15 years to but less than 20 years				\$250.00
	20 years and over				\$300.00

Employees hired after July 1, 2001 shall not be eligible for this benefit. Additionally, members of the Food Service Employee bargaining unit who are receiving longevity at the time she/he is hired into a position covered by the Food Service Supervisors contract, shall continue to receive longevity in the amount/s above based on years of service in the District's food service operations.

Starting Rates and Probation: The starting rate is shown above in the first column. After probation, the rate in the second column applies. Upon completing one (1) year of service on July 1, the third column rate applies. Upon completing two (2) years of service on July 1, the fourth column rate applies. After the third (3rd) year of service on July 1, the fifth column rate applies.

Direct Deposit: All Cook Managers will be required to participate in direct deposit.

Placement on the Salary Schedule: A new hire or transfer from another position will be based on prior experience as a Cook Manager after probation at the evaluation and discretion of the Director of Business Operations and the Food Service Director in conjunction with the final approval of the Superintendent of Schools.

Meetings: If any employer initiates a meeting before or after a work day, the Union member shall be compensated at their full rate of pay. For any meeting that occurs during a manager's day off, the member shall be compensated for a minimum of three (3) hours.

ARTICLE XV
COMPLETE AGREEMENT

It is understood and agreed that this Agreement contains the complete agreement of the parties, and that it may be amended or altered only by mutual agreement in writing signed by the parties. The Board and the Union agree that each had a full opportunity to raise issues, and that all matters to be included in the Agreement have been presented, discussed and incorporated herein or rejected. Accordingly, it is agreed that for the life of this Agreement, each party voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter, whether or not referred to in this Agreement.

ARTICLE XVI
SAVINGS CLAUSE

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

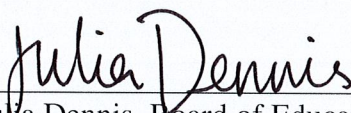
ARTICLE XVII
MISCELLANEOUS

- A. The Board will provide each employee with an electronic or hard copy of this Agreement within thirty (30) days after its signing.
- B. New employees will be provided an electronic or hard copy of this Agreement at the time of hire.
- C. The Board will provide employees with the applicable insurance information upon request.
- D. The Board will continue to pay for State mandated classes and/or courses. All employees shall possess required Federal, State and Local certifications, including but not limited to, Sanitation Certification.

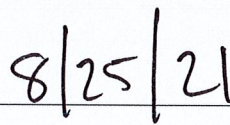
ARTICLE XVIII
DURATION

- A. The provisions of this contract shall be effective upon ratification and approval. This contract shall continue and remain in full force and effect up to and including June 30, 2024 and shall remain in effect until a successor contract is reached.
- B. If either the Board or the Union desires to meet for the purpose of negotiating changes or modifications in the provisions of this Agreement, either shall give written notice to the other by certified or registered mail not less than one hundred and twenty (120) days prior to the expiration of this Agreement.

BERLIN BOARD OF EDUCATION

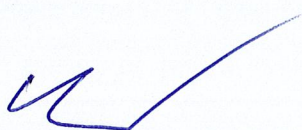


Julia Dennis, Board of Education President

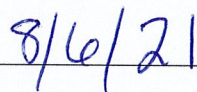


Date

UPSEU



Kevin Boyle, Jr., UPSEU President



Date