

ARTICLES OF AGREEMENT
Between
NEW HAVEN BOARD OF EDUCATION
And
HOTEL & RESTAURANT EMPLOYEES & BARTENDERS
UNION
Local 217, AFL-CIO

JULY 1, 2013 - JUNE 30, 2016

Table of Contents

ARTICLE 1 - RECOGNITION	3
ARTICLE 2- UNION SECURITY	3
ARTICLE 3 - RIGHTS OF EMPLOYER	4
ARTICLE 4 - GENERAL.....	5
ARTICLE 5 - GRIEVANCE PROCEDURE.....	7
ARTICLE 6 - ARBITRATION.....	8
ARTICLE 7 - PROMOTIONS	9
ARTICLE 8 - WAGES	10
ARTICLE 9 - SICK LEAVE.....	11
ARTICLE 10 - HOURS OF WORK.....	14
ARTICLE 11 - HOLIDAYS.....	16
ARTICLE 12 - VACATION PAY	16
ARTICLE 13 - FUNERAL PAY.....	17
ARTICLE 14 - LUNCH AND COFFEE BREAKS.....	17
ARTICLE 15 - RETIREMENT PLAN	18
ARTICLE 16 - UNION ACTIVITIES.....	19
ARTICLE 17 - REDUCTION IN FORCE	19
ARTICLE 18 - INSURANCE.....	20
ARTICLE 19 - OVERTIME	25
ARTICLE 20 - TEMPORARY UPGRADING	26
ARTICLE 21 - NO STRIKE PROVISION	26
ARTICLE 22 - LEAVES OF ABSENCE.....	26
ARTICLE 23 - UNIFORMS.....	28
ARTICLE 24 - NON-DISCRIMINATION	28
ARTICLE 25 - LONGEVITY	29
ARTICLE 26 - PERSONAL DAYS	29
ARTICLE 27 - DURATION.....	30
MEMORANDUM OF UNDERSTANDING	31
LETTER OF INTERPRETATION	32
SIDE LETTER OF AGREEMENT	33

ARTICLE 1 - RECOGNITION

Section 1

The Board of Education, as the employer, and hereinafter called the BOARD, hereby recognizes the Hotel and Restaurant Employees Local 217, hereinafter called the UNION, as the exclusive collective bargaining representative in relation to wages, hours of work and working conditions.

Section 2

The bargaining unit is composed of all non-professional Board of Education cafeteria employees. The bargaining unit shall not include any employee who has the authority, inherent or delegated, to hire, suspend or fire, or recommend such action, or the supervisory Central Office staff of the Department of Education. A full-time, regular (defined as nonprobationary) employee shall be defined as one who works twenty (20) hours or more per week. A regular (defined as nonprobationary) part-time employee shall be defined as one who works less than twenty (20) hours per week.

ARTICLE 2- UNION SECURITY

Section 1

All employees, if not already members, shall within thirty (30) days following the effective date of this Agreement, as a condition of continued employment, become and remain a member of the Union in good standing or pay to the Union an agency fee in recognition of the services performed by the Union.

Section 2

A. The Employer shall make monthly deductions for union dues and fees as instructed by the Secretary-Treasurer of the Union from the first paycheck of every month. Dues deductions begin in the month that the employer receives the dues deduction authorization card. If the dues deduction authorization card is received on the 20th of the month or before, then deduction begins in the month that the dues deduction authorization card is received. If the dues deduction authorization card is received after the 20th of the month, then dues deduction shall begin in the following month.

If the wages are insufficient to make the deduction, the Employer shall make the deduction that month from the next paycheck which has sufficient wages for the deduction. If no deduction is made for union dues in the month, the Employer will make up the deduction in the following month from the paycheck following the paycheck from which deductions for current dues were made.

Except for the deduction of the initiation fee, reinstatement fee or other special fee, as instructed by the Secretary-Treasurer of the Union, in no case shall the Employer deduct more than two month's dues during any one month. Deductions for missed dues payments shall be made at the rate of one extra deduction per month until the missed deductions are paid.

B. No later than the tenth day of each month, the Employer shall submit a check for the previous months dues deductions together with a list, in a format and on an electronic media specified by the Union, of all bargaining unit employees, showing their names, their social security numbers, their dates of hire, the total amount deducted from each employee that month, the reason if no deduction was made (including leaves of

absences and reinstatements with dates). The total amount deducted for each employee should be followed by an itemization of the deductions if deductions for more than current dues were made during the month. If the employer is unable to provide the information on disk, the information must be provided on a double-spaced list sorted alphabetically by last name, in a point size no less than 10.

C. Each month together with the check and the bargaining unit list described above, the Employer will provide two additional lists: first a list of the previous month's hires showing name, social security number, address, date of hire, hourly wage, job classification, and hours of work per week; second a list of the previous month's terminations, including name, social security number and date of termination.

D. If the provisions of this clause are in the future found to not conform to applicable federal law, the parties agree to amend the provision to comply with federal law.

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 and the City harmless in connection with all claims, actions or proceedings brought by employee and arising from the deductions made by the Board hereunder. Once the funds have been remitted to the Union, their disposition thereof shall be the sole and exclusive obligation and responsibility by the Union.

ARTICLE 3 - RIGHTS OF EMPLOYER

Section 1

The employer maintains the exclusive right to direct the work force. This right shall include, but shall not be limited to: (a) Direct employees either directly through its supervisory/ managerial employees or through contracted supervisors /managers; (b) hire, promote, transfer, and assign; (c) suspend, demote, discharge, or take disciplinary action either directly through its supervisory/ managerial employees or through contracted supervisors /managers; (d) relieve employees from duty due to lack of work or for other legitimate reasons; (e) take any action necessary in order to maintain the efficiency of the School System; (f) either directly through its supervisory /managerial employees or through contracted supervisors/ managers, determine the methods, means, manner and personnel by which services shall be rendered; (g) to implement time clocks or other methods to monitor time worked; and (h) to take any actions necessary in situations of emergency, regardless of prior commitments, to carry out the responsibility of the BOARD to the citizens of New Haven. This section shall not be inconsistent with other provisions of this Agreement. This section, as all other sections, is subject to the Grievance Procedure.

Section 2

The right to make reasonable rules and regulations shall be considered an acknowledged function of the BOARD. In making rules and regulations relating to personnel policy procedures, practices, and matters of working conditions, the BOARD shall be bound by the obligations imposed by law, as well as the responsibilities set forth in this Agreement. The Board shall post such rules and regulations in each school at the beginning of each school year.

ARTICLE 4 - GENERAL

Section 1

It is agreed that any newly hired employee shall be considered as probationary for the first sixty (60) working days of employment. It is further agreed that a probationary employee may be dismissed at the discretion of the BOARD at any time during his/her probationary period. It is understood by the parties that, as a condition of continued employment, a new employee must possess or obtain the certification of Qualified Food Service Operator (QFO) during his/her first year of employment. The Board will pay the cost (class and overtime) for one (1) QFO class. If the employee does not pass, he/she is responsible for paying for any additional classes. The Board shall maintain QFO study materials which shall be available at the central kitchen, or such other place that is determined to be appropriate by the Board, for the use of employees. The Board shall make reasonable efforts to facilitate QFO class and test within six (6) months of employment for new hires.

Section 2

The benefits, economic and otherwise, set forth in this Agreement shall be final and binding on both parties for the life of this Agreement effective July 1, 2013 - June 30, 2016. With the exception of any federal, state, or local legislation to the contrary, the provisions and conditions of this Agreement shall not be changed or altered in any way whatsoever for the life of this Agreement effective July 1, 2013 – June 30, 2016. Consummation of this Agreement shall preclude any further negotiations unless mutually agreed to by both parties.

Section 3

An employee hired for or transferred into the Head Start food preparation program, or any similar program operated by the Department of Cafeterias from special funds, shall be considered part of the bargaining unit and shall be treated the same as other bargaining unit employees with respect to seniority and accumulated benefits as well as the other provisions of this Agreement, except that employees newly hired for such special programs shall not participate in the pension plan.

Section 4

Should an individual, hired for the Head Start food preparation program or any other similar specially funded program, be transferred to a BOARD cafeteria position, his/her seniority date shall be his/her original date of hire.

Section 5

The BOARD will insure that each work site shall have all materials, consistent with BOARD policy, necessary to do the work required.

Section 6

If an employee is to be permanently transferred to another school, the BOARD will, whenever practicable, give a minimum of two (2) weeks notice of such transfer.

Section 7

A substitute employee who works in the cafeteria system for thirty (30) working days or more shall thereafter beginning on day thirty-one (31) of said assignment and for the duration of same, such substitute employees shall be covered by the terms of the contract except they shall not be covered by Article 7 (promotions), Article 9 (sick leave), Article 11 (holidays), Article 12 (vacation pay), Article 13 (funeral pay), Article 15 (retirement plan), Article 18 (insurance), Article 19 (overtime), Article 23 (uniforms), Article 25 (longevity) and Article 26 (personal days). An assignment shall not be discontinued for the sole purpose of avoiding the effect of this provision. Substitute employees who become permanent shall have a seniority date measured from the 31st day of their continuous employment and shall carry over no seniority from the time as a substitute employee. Substitute employees hired before implementation of the Agreement shall instead, have a seniority date measured from the 31st day of their continuous employment.

Section 8

If any kitchen is not in proper condition after summer use, the employees in such kitchen shall be called in two (2) working days earlier than otherwise normal, at their regularly scheduled number of hours, for cleanup before service begins in the fall.

Section 9

Seniority is defined as system-wide continuous service and shall govern layoff and recall. An employee's seniority shall begin with the first day of bargaining unit employment unless the employee's seniority is covered by Article 4, Section 7.

An employee's seniority status and employment shall terminate for any of the following reasons: (a) the employee resigns or retires; (b) the employee is discharged for cause; (c) the employee is laid off for twenty-four (24) months or the employee does not report for work within five (5) calendar days of a recall notice sent to his/her last residence on file- with the Board; (d) the employee is continuously absent from work for any other reason for a period of eighteen (18) calendar months or for any two hundred seventy (270) work days within any three hundred sixty (360) work day period; (e), the employee fails to report for work for five (5) consecutive days without prior notice to the immediate supervisor; or (f) the employee does not successfully pass his or her probationary period.

Section 10

The Board shall mail paychecks when employees are scheduled not to work on a Thursday and the following Friday.

Section 11

Longevity payments and vacation payments shall be taxed in the same manner as regular paychecks.

Section 12

Formal training shall be provided by Management for new employees, and for current employees who are working in new schools and/or schools with new equipment.

Section 13

There shall be a five (5) minute grace period for punching in early and/or late, before discipline shall be issued.

ARTICLE 5 - GRIEVANCE PROCEDURE

Section 1

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 the means of resolving complaints and grievances at the lowest level possible, and nothing in this Article should be interpreted as discouraging an employee and/or his/her representative from discussing any dissatisfaction, in an informal manner, with his/her immediate supervisor, higher level supervision, or Department of Education representatives.

Section 2

Step 1 An employee or the UNION with a complaint shall reduce his/her complaint to writing within ten (10) working days of the incident or knowledge of incident, either on a form mutually agreed to by the parties or in a letter. Such grievance must contain the following information: (1) a statement presenting, in a concise manner, the details of the grievance; (2) a statement outlining the relief sought; and (3) specific reference to the Article and/or Sections of the Agreement which the grievant feels have been violated. The employees and/or his/her chosen representative shall submit the written grievance to the Cafeteria Manager or such other individual as is designated by the Superintendent of Schools. The Cafeteria Manager or such other individual as is designated by the Superintendent of Schools, shall make whatever additional investigation is necessary and shall give a response as soon as practicable, but within five (5) working days of the date of receipt of the written grievance.

Step 2 If the decision at Step 1 is not satisfactory to the employee, he/she may appeal the grievance to the Superintendent of Schools or his designated representative within ten (10) working days after receiving the decision at Step 1. Upon receipt of such an appeal, the Superintendent of Schools or his representative shall meet with the grievant and the UNION representative within ten (10) calendar days of receipt of the grievance and shall give his/her decision, in writing, to the UNION within fourteen (14) calendar days of such meeting.

Section 3

Any employee's grievance will be considered dismissed when the time limit to appeal to the next step expires. The grievance shall be considered granted if the employer does not respond in writing within the time limits to respond. Extensions to all time limits in this article may be made by mutual agreement of the parties. Extensions shall not be unreasonably denied.

Section 4

At Steps 1 and 2 of this procedure, the BOARD and the UNION shall be permitted to call a reasonable number of relevant witnesses, normally not more than two (2) from each party at Step 1 and three (3) from each party at Step 2.

Section 5

When several employees within the unit have an identical grievance, the UNION shall select one (1) individual case for processing with the understanding that the decision on the case will be applied to the other identical cases. Such grievances shall be known as a Policy Grievance.

Section 6

Grievances will be heard at times most practical to do so. Should such times occur during periods other than normal working hours of the grievant and/or other UNION representatives, the BOARD shall accept no financial obligation for such time spent by the grievant and/or other UNION representatives.

Section 7

The UNION agrees that it shall cooperate with the Department of Education by making every effort to handle grievances in such a manner so as to cause a minimum of interference with normal operations of the School System.

Section 8

In order that the grievance procedure be utilized as intended by the parties to this Agreement, it is agreed by the parties that grievances shall be confined solely to matters of interpretation and/or application of the articles and sections of this Agreement.

ARTICLE 6 - ARBITRATION

Section 1

If the grievance is not resolved in Step 2, the UNION may submit the grievance to the Connecticut State Board of Mediation and Arbitration. Any grievance must be submitted for arbitration within fourteen (14) calendar days of receipt of the written Step 2 decision. A copy of the request for arbitration shall be sent to the Superintendent of Schools or his/her designee. A grievance shall be considered to be waived when the time limit to appeal to arbitration expires.

Section 2

Requests for arbitration must be in writing and contain the following items: (1) signed approval to arbitrate of the individual(s) employee(s) involved; (2) the section(s) believed violated; (3) the relief sought, and (4) a statement of the issue involved. In order that both parties may be fully prepared should a case go to arbitration, it is agreed that neither party may amend the articles and/or sections believed violated after the conclusion of Step 2 of the grievance procedure.

Section 3

The arbitrator's fee and expenses shall be borne equally by the parties to this Agreement. The BOARD and the UNION shall also share equally the expenses of any and all mutually agreed upon services considered desirable or necessary in connection with the proceedings.

Section 4

The arbitrator's jurisdiction to make an award shall be limited by the submission and confined to the interpretation or application of the provisions of this Agreement. The arbitrator(s) shall not have jurisdiction to make an award which has the effect of amending, altering, enlarging, or ignoring the provisions of the Agreement in effect at the time of the occurrence of the grievance being arbitrated, nor shall the arbitrator(s) have jurisdiction to determine that the parties have amended or supplemented the Agreement, unless such amendment and/or supplemental agreement had, in fact, been made.

Section 5

The written award of the arbitrator(s) made in accordance with the above arbitration procedure shall be final and binding on the parties to this Agreement, subject only to Court appeal of the decision.

ARTICLE 7 - PROMOTIONS

Section 1

When a vacancy exists for a cafeteria position, the Department of Education shall call a meeting of all eligible cafeteria personnel and hold an open bid for this position. Said meetings shall be held in the months of August, November, March and June on the third Tuesday of the month. The person who bids with the highest seniority shall be awarded the position, provided he/she is qualified to do the job. All other positions which become open as a result of filling the original vacancy shall also be open for bid at the open meeting. Positions filled through this procedure shall be effective within two (2) weeks from date of bids. Nothing contained herein shall be interpreted as limiting the Board's rights under Article 10 to alter the hours and/or personnel in the bargaining unit. Any vacancies which are created between bids shall be filled temporarily per Article 10, until a regularly scheduled bid takes place.

Section 2

Any employee promoted to a higher rated classification shall be considered as probationary for a period of sixty (60) working days. An employee may be removed from the job at any time during the probationary period if, in the opinion of supervisor, such is deemed necessary. If an employee is removed in accordance with the above described procedure, said employee shall be placed in the position last held prior to the promotion. Removal from a job shall not exclude an employee from consideration for the same higher rated job at a later date.

Section 3

If the Board of Education operates a summer feeding program using the school cafeterias, bargaining unit employees shall be given preference, in order of seniority within each job classification, for available work which will be at the contract rate. However, no bargaining unit employee shall be required to do such summer work. Such positions will be awarded through a bid meeting held in June. The Board of Education shall maintain a list of employees who signed up for summer work but were not awarded such work through the bid process. In the event an opening becomes available after the bid meeting, such work will be awarded to those employees on the sign-up sheet in order of seniority. If a school closes during the summer, the laid-off

employee(s) have the right to bump a substitute worker or to return to the sign-up sheet. The terms and conditions of this Agreement shall cover all summer work exclusive of Article 9 (sick leave), Article 11 (holidays), Article 12 (vacations) and any such summer work will not be subject to pension deductions or pension credit.

Section 4

If the Board of Education operates a breakfast program, bargaining unit employees shall be given preference, in order of seniority within each job classification, for available work. The terms and conditions of this Agreement shall cover all hours worked in the breakfast program.

Section 5

Any worker(s) who wish(es) to bid for a Cook or an Assistant Cook position, or a kitchen where there is a single general worker, must meet the following criteria:

- a. He/she must hold a current Qualified Food Service Operator’s certificate.
- b. He/she must be able to read and prepare order forms and requisitions.

ARTICLE 8 - WAGES

Section 1

The hourly rates and the effective dates are as follows:

Classification	7/1/12-6/30/13	7/1/13-12/31/13 (3% retroactive increase)
General Worker	16.44	\$16.93
Assistant Cook	17.85	\$18.39
Cook	19.16	\$19.73
Lead Cook	21.41	\$22.05

Classification	1/1/14 rate	7/1/14 – 3%	New Rate	7/1/15 – 2%	New Rate
General Worker	16.93	.51	17.44	.35	17.79
Cook/Lead	19.73	.59	20.32	.41	20.73
Central Kitchen Cook	19.73	.59	20.32	.41	20.73
Lead Cook	22.05	.66	22.71	.44	23.15

Section 2

The hourly rates indicated above shall remain in effect until the termination of this Agreement and shall not be subject to negotiation, alteration, fact finding, or arbitration during the life of this Agreement.

ARTICLE 9 - SICK LEAVE

Section 1

For purposes of administration of the sick leave plan, the term "permanent employee" shall mean any regularly scheduled employee. Substitutes or temporary personnel employed on any basis other than permanent as described above, shall not be eligible for sick leave.

Section 2

Sick leave shall be considered to be absence from work with pay of permanent employees for the following reasons:

- a. Illness or injury, except illnesses or injuries arising out of or in the course of employment with an employer other than the Board.
- b. For medical or dental examination or treatment for which arrangements cannot be made outside of working hours. Such examinations and/or treatments apply only to the employee.
- c. When exposure to contagious disease endangers the health of other employees.

The use of sick leave for purposes other than sickness as defined in the sick leave plan will result in appropriate disciplinary action.

Section 3 - Sick Leave Allowance

- a. Sick leave shall be earned by each permanent employee at the rate of one and three-twentieths (1.15) working days per month, the total of which shall not exceed eleven and one-half (11 1/2) working days per scheduled work in year.
- b. Sick leave earned in any month of service shall be available at any time during any subsequent month in which the employee is scheduled to work.
- c. No sick leave with pay in excess of the leave accumulated to a permanent employee's credit may be granted unless authorized in advance by the Superintendent of Schools or his designee. Such authorization shall not exceed one (1) year's sick leave allowance, and when granted, such advancement will be charged against next year's sick leave.

Section 4 - Sick Leave Accumulation

- a. All unused sick leave of any employee during continuous employment may be accumulated up to a maximum of one hundred and fifty (150) working days. For employees hired on or after July 1, 1994, unused sick leave during continuous employment may be accumulated up to a maximum of one hundred thirteen (113) working days.
- b. No credit for sick leave shall be granted for time worked by an employee in excess of his/her normal work week.

Section 5 - Medical Certificate Required

A medical certificate, acceptable to the appointing authority, is required:

- a. For frequent or habitual absence from duty, and when in the judgment of the appointing authority there is reasonable cause for requiring such certificate.
- b. For any period of absence consisting of more than five (5) consecutive working days.

- c. For any period of absence immediately preceding or following a scheduled school vacation or other scheduled non-school day.
- d. When a member of the immediate family is critically ill or disabled.

Section 6 - Sick Leave Accumulated At Retirement or Death

Upon retirement or death, the employee or the employee's beneficiary shall be credited for the period of time corresponding to the amount of sick leave accumulated, to a maximum of one hundred twenty (120) days, provided that this provision in no way conflicts with pension provisions. For employees hired on or after July 1, 1994, said maximum shall be ninety (90) days.

Section 7 - Administration

During the effective period of this Agreement, a satisfactory method of informing individual employees of accumulated sick leave shall be established. Such procedure may include either of the following:

- a. A record of an employee's accumulated sick leave shall be submitted to him/her upon his/her request at least once annually.
- b. A record of an employee's accumulated sick leave shall be indicated on the employee's wage stub at established periodic intervals to be determined by the City, but not to be less than once annually.

Section 8 - Sick Day Bank

Employees may contribute up to one day of sick leave each to a terminally ill bargaining unit member with five (5) or more years of service when such contributions are approved in advance by the Union President or his or her designee and Director of Staff Placement, Evaluation and Development or such other individual as is designated by the Superintendent of Schools.

Section 9

Employees may use their accumulated and unused sick days in connection with injuries arising out of or in the course of employment with the Board until such time as Worker's Compensation benefits commence, but in no event longer than sixty (60) calendar days; provided, however, that an employee may not be advanced sick leave under Section 3(c) of this Article for this purpose. To become eligible for such payments, the employee must agree in advance to execute a promise to repay said sick leave pay on a form acceptable to the employer. The Union understands that said form may include a provision authorizing deduction of sums owed from pay, including terminal payments of any description whatsoever, and a provision requiring the employee to pay all costs of collection, including reasonable attorney's fees, in the event the employee does not promptly repay to the Board the full amount paid to the employee under this Section at such time as Workers' Compensation benefits commence or the employee's injury is found to have arisen out of or in the course of employment with an employer other than the Board.

Section 10 – Occasional Sick Leave and Short Term Disability

Section 1

Only employees hired on or after July 1, 2006, shall be covered by the provisions of this Article.

Section 2

Employees who have completed their probationary period shall be covered by a short term disability policy as described herein. In addition, employees shall be allowed seven (7) paid sick days per year, to be credited January 1 of each calendar year after the employee has completed his/her probationary period.

In the case of a new employee, he/she shall not be credited with any paid sick days until his/her probationary period is completed; at which time the employee shall be credited with a pro-rated number of paid sick days retroactive to his/her date of hire for the first calendar year only.

All paid sick days credited in any one calendar year shall be forfeited if not used within that calendar year.

Section 3

INCOME PROTECTION PLAN

A. Purpose

Disability benefits are designed to provide cash income to any employee who is totally disabled by a non-job related injury or illness, and is therefore prevented from performing the duties of his or her occupation for a period in excess of seven (7) consecutive calendar days.

B. Eligibility

To be eligible for disability benefits, an individual must be a full time employee who has completed his/her ninety (90) day probationary period and must present medical documentation substantiating the disability.

C. Short Term Disability

1. Short term disability shall apply to any extended absence for sickness or non-job related injury of more than seven (7) consecutive calendar days.

2. After the seventh (7th) day of consecutive calendar day absences and for a maximum duration thereafter of twenty-six (26) weeks, weekly benefits will be paid in the net amount of sixty-six and two-thirds percent (66-2/3%) of normal weekly straight time earnings, provided the employee is under the care of a licensed physician.

3. For all periods of any short term disability, the employee shall be considered to be an active employee and entitled to any and all benefits provided by the Collective Bargaining Agreement between the Board of Education and the Union.

Section 4 - Administration of Sick Leave

(A) The Superintendent or his/her designee shall be responsible for the administration of these provisions.

(B) There shall be maintained a record for each employee of all sick leave taken, available and/or lost for each calendar year.

(C) During the effective period of this Agreement, a satisfactory method of informing individual employees of available sick leave in each calendar year shall be established. Such procedure may include either of the following:

1) A record of an employee's available sick leave in the pertinent calendar year shall be submitted to the employee upon his/her request at least once annually.

2) A record of an employee's available sick leave in the pertinent calendar year shall be indicated on the employee's wage stub at established periodic intervals to be determined by the Board, but not be less than once annually.

ARTICLE 10 - HOURS OF WORK

Section 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 cafeterias shall remain unchanged from the present.

Section 2

It is further agreed that if a change and/or alteration of operations is contemplated which would have the effect of altering either the number of personnel in a given cafeteria, or the hours of work of said personnel that the parties will meet and negotiate regarding the impact that such changes would have.

Section 3

It is understood that the intent of this Article is to provide protection against an arbitrary or capricious reduction of hours and/or personnel, while at the same time not preventing management from altering hours and/or personnel for legitimate business or operational reasons. However, it is clearly understood that the impact of any such change shall be a matter of negotiations between the parties.

Section 4

No employee shall be regularly scheduled for less than four (4) hours per day, except that the Board may set-regular schedules of less than four (4) hours per day at a school in which the size of the program warrants a reduced schedule. In addition, the parties agree that the Board may create up to fifteen (15) positions regularly scheduled for two (2) or more hours per day (in addition to those one (1) through three (3) hour positions established prior to May 23, 1994); said positions to be either new positions or positions designed to replace full-time positions made vacant by termination, resignation, retirement or death, not by an employee bidding out of a work site. If the Hyde Leadership School and Transitional High School positions are increased to four (4) or more hours, the fifteen (15) positions set forth above may be increased by the Board to seventeen (17) positions.

Section 5

Except for the end of the year early dismissal day, minimum work schedules on school calendar early dismissal days shall be as follows:

- a. Employees in schools serving prepacked meals shall be scheduled for a minimum of two (2) hours.
- b. Other employees shall report to work at their regularly scheduled time, unless an earlier reporting time is necessary to achieve a minimum of four (4) hours.

If the number of early dismissal days in which the BOARD determines that lunches will not be served in some or all schools increases beyond six (6) days excluding the end of the year early dismissal day, during any school year then the BOARD shall pay all employees for any hours that they lose because of early dismissal days that exceed six (6) in any school year excluding the end of the year early dismissal day.

Notwithstanding the above, the Board reserves the right to restructure High School positions to work a 164 day work schedule based on the lack of food service during testing periods, year-end activities and other similar activities. Upon completion of the post-service cleaning prior to all service interruptions, all affected High School bargaining unit members shall be afforded by seniority any and all available work in the cafeteria's system (including central kitchen) before non-bargaining unit employees.

Section 6

Where there is a reasonable possibility that schools will be closed due to inclement weather, employees who are scheduled to report to work at 7:00 a.m. shall be granted a grace period of thirty (30) minutes, if in fact schools are open for the day in question. Such employees shall not lose pay if they report to work within the thirty (30) minute grace period. If schools are closed due to inclement weather, and the school day is not made up, then employees shall receive pay for all hours missed on account of any such closing.

Section 7

When a substitute employee is called in for an employee scheduled to work more hours than a regular employee who is working that day, regular employee(s) working in the same kitchen shall be given the opportunity, in order of seniority within each kitchen to work the longer schedule of the absent employee and the substitute shall then work the shorter schedule.

Section 8

In the event a worker employed four hours per day or more goes out on a contractually approved leave of absence under Article 22, or any absence longer than two weeks, of which Management has been informed, the Board shall apply Section 7 above. Thereafter, should a temporary vacancy of four hours or more remain, the Board shall send out a notice to each school seeking volunteers to fill the position on a temporary basis. The position will be filled from the pool of applicants who respond to the notice in writing, by seniority. It is understood by the parties that any position filled under this section shall be temporary positions and no change in benefit status shall apply. At the conclusion of the temporary vacancy all affected employees shall return to their former positions.

Section 9

If, under Sections 1 and 2 above, the Board and Union agree to a change in the number of personnel and/or the hours currently worked by said personnel in a given cafeteria, the Board shall notify such affected personnel no less than two (2) weeks before the change is meant to take effect.

ARTICLE 11 - HOLIDAYS

Section 1

All permanent employees shall receive ten (10) paid holidays per year. The BOARD shall submit to the UNION within a reasonable length of time subsequent to September 1 of each year a list of the ten (10) holidays for which the employees will be paid.

Section 2

Any day declared a holiday by the Mayor of the City and which results in a paid holiday for all City departments shall be also observed as a holiday under this Article, if such is a normal work day.

Section 3

In the event an employee utilizes a sick day on the work day prior to or immediately following a holiday such employee will not receive holiday pay for such holiday.

An employee may petition the Director of Personnel and Labor Relations in writing for a waiver of the penalty based on extenuating circumstances. A medical certificate acceptable to the Director of Personnel and Labor Relations shall count as evidence of extenuating circumstances.

ARTICLE 12 - VACATION PAY

Section 1

Permanent employees hired prior to May 25, 1994, shall accumulate vacation pay in accordance with the following schedule: (a) Employees with less than one full year of service will receive one (1) days vacation per month of service to a maximum of nine (9) days; (b) Employees who have completed one (1) year of service but less than ten (10) years of service will receive nine (9) days vacation with pay; (c) Employees who have completed ten (10) years of service but less than fifteen (15) years of service or more shall receive thirteen (13) days vacation with pay; Employees who have completed fifteen (15) years of service or more shall receive eighteen (18) days vacation with pay.

Permanent employees hired on or after May 25, 1994, shall accumulate vacation pay in accordance with the following schedule: (a) Employees who have completed one (1) year of service but less than six (6) years of service will receive five (5) days vacation with pay; (b) Employees who have complete six (6) years of service but less than ten (10) years of service shall receive seven (7) days vacation with pay; (c) Employees who have completed ten (10) years of service but less than fifteen (15) years of service shall receive ten (10) days vacation with pay; and, (d) Employees who have completed fifteen (15) years of service or more shall receive fifteen (15) days vacation with pay.

Vacation shall be taken as vacation pay, but not as time off. Payment for the appropriate number of days shall be made at the close of the school year.

Section 2

In no event may an employee earn more than eighteen (18) days in any school year.

Section 3

To be eligible for vacation pay an employee must be on the active payroll, on an authorized paid leave of absence, or absent and receiving sick leave pay on account of illness or injury at the close of the school year. Any employee who quits, retires, or is terminated prior to the close of the school year shall be paid vacation pay on a pro-rata basis for the portion of the school year worked up to termination; provided, however, than an employee who is terminated for disciplinary reasons shall not be entitled to any vacation pay.

ARTICLE 13 - FUNERAL PAY

Section 1

An employee who has a death in his/her immediate family (as defined below) shall be excused from work, without loss of pay, for a period not to exceed four (4) working days. The purpose of this provision is to allow the employees to make necessary funeral arrangements and/or to actually attend the funeral service. Employees shall only be paid for those absences which occur on days which would have otherwise been regularly scheduled work days. It shall be the responsibility of the employee to notify his/her supervisor of his/her intended absence.

Section 2

For the purpose of this Agreement "immediate family" shall be construed to mean the employee's parents, spouse, children, brothers, sisters, mother-in-law, father-in-law, or any relative living in the employee's household.

Section 3

In addition to the provisions provided for above, employees may attend funerals for other close relatives related by blood or marriage. One (1) day's leave shall be granted which shall not be charged to sick leave.

Section 4

Further, in the event of the death of an active, full-time, permanent employee, three (3) employees, to be designated by the officers of the local, will be granted one (1) day's leave with pay, which shall not be charged to sick leave, to attend the funeral.

ARTICLE 14 - LUNCH AND COFFEE BREAKS

Section 1

All employees shall be granted a lunch period not to exceed thirty (30) minutes. The Department of Education agrees to provide the meal during said lunch period, however, the employee shall not be paid for said time.

Section 2

Those employees scheduled to work four (4) hours per day shall be eligible for a paid ten (10) minute break during the course of the work day.

ARTICLE 15 - RETIREMENT PLAN

Section 1

All full-time employees who work twenty (20) hours or more per week, and who are otherwise eligible in accordance with the provisions of Special Act 379 may join the Retirement Plan of the City.

Section 2

Special Act 379, New Haven Retirement Fund, as previously amended, is hereby incorporated by reference as an integral part of this Agreement. The provisions of said Act shall remain as set forth there-in including the amendments agreed upon in the 1973-76 contract between the parties.

Section 3

Members may exchange up to one hundred and twenty (120) days of accumulated sick leave for no more than four (4) years of credited service in accordance with the following guidelines:

- (1) Thirty (30) sick days shall equal one (1) year of credited service.
- (2) The number of sick days exchanged must have a value of at least one (1) year of service. Partial years may not be exchanged.
- (3) No more than twenty (20) employees may elect this buy-back benefit.
- (4) There shall be a window period, established by the Pension Division of the Controller's Office, during which individual employees must notify the City in writing of his/her intention to elect this buy-back benefit.
- (5) The twenty (20) most senior employees who provide a written notice of their intent to buy back sick leave in accordance with subsection (4) shall be eligible for the buy-back benefits and must retire in the same year of the offer.
- (6) In the event that one of the twenty (20) most senior employees described above subsequently decides not to use the buy-back, the next most senior employee who provided notice under subsection (4) above shall be eligible for the buy-back benefit.
- (7) **Tax Liability:** The determination of the purchased years of additional pension service credit will be predicated upon the corresponding gross cash equivalence of the accrued leave time utilized. The appropriate Federal and State withholding taxes will be deducted from the respective employee's gross cash equivalence and will be considered the employee's cost for purchase of these additional pension years of credited service. The employee's annual W2 wage statement will reflect the gross cash equivalence of all accrued leave days of service as taxable

compensation. The appropriate Federal and State Tax Liabilities on the gross cash equivalence will be reported as taxes paid.

ARTICLE 16 - UNION ACTIVITIES

Section 1

UNION activities shall be carried on in such a manner so as not to interfere with departmental activities and with the approval of department heads. However, this provision is not intended to exclude normal union activities.

The UNION shall notify the Superintendent of Schools, the Deputy Superintendent and the Supervisor of Food Services of the names of current UNION officers.

Section 2

Employees engaged in normal union activities involving BOARD officials shall not have their pay suspended if such meetings have the approval of the Superintendent of Schools. Employees shall notify their immediate supervisor at least twenty-four (24) hours in advance of such meetings.

Section 3

It is agreed that for the purpose of the day-to-day administration of the Agreement, the steward shall be the authorized UNION representative.

Section 4

The UNION will be provided with an updated seniority list on an annual basis in December.

ARTICLE 17 - REDUCTION IN FORCE

Section 1

Should a reduction in the work force become necessary, such reduction shall be accomplished by allowing the least senior employee in the classification and school in which the reduction is to be effected to have the opportunity to displace the least senior employee in the classification in the school system in accordance with the following:

- a. If the employee occupying the position being eliminated regularly worked four (4) or more hours per day, then that employee will have the right to displace the least senior employee in the classification who regularly works four (4) or more hours per day; and
- b. If the least senior "four hour or more employee" who is displaced pursuant to (a) above has greater seniority than the least senior employee in the classification in the system regularly working less than four (4) hours per day, then the "four (4) or more hour employee" shall have the right to displace the least senior "less than four (4) hour" employee.

- c. If the affected employee also happens to be the least senior in the classification, in the System, then the employee shall be placed on lack-of-work status.
- d. If any employee who has the opportunity to displace another employee, and said employee declines to accept the job, then said employee shall also be placed on lack-of-work status.

Section 2

Employees on lack-of-work status shall be recalled to their former position, when available, and shall return to work beginning with the most senior of the employees in the classification affected.

Section 3

Employees on lack-of-work status shall continue to accumulate seniority for twenty-four (24) months from the effective date of layoff. Should an employee not be recalled to work during this period, their seniority status and employment shall automatically be terminated.

Section 4

Should the reduction take place within the classification of Cook/Lead, the affected employees in these classifications shall have the opportunity to exercise their seniority against the least senior employee in the next lower-rated classification.

Section 5

The principle of reducing hours in inverse order of system-wide seniority shall govern hours reductions wherever practicable. If the BOARD proposes to reduce any employees' hours of work on any other basis, the BOARD shall so notify the UNION within a reasonable time prior to the reduction and, at the UNION's request, discuss the matter at a mutually acceptable time. The BOARD shall give good faith consideration to any alternate proposals the UNION may make at that time.

Section 6

Employees on lack of work status will have first right of refusal to replace an absent bargaining unit employee. A list of such employees shall be maintained by the Board in order that such employees may be called before substitutes.

ARTICLE 18 - INSURANCE

Section 1 - Contributions to UNITE HERE HEALTH

Effective March 1, 2013 the Employer agrees to contribute for each employee covered by this agreement to UNITE HERE HEALTH ("Fund") for the purpose of providing health and welfare benefits under UNITE HERE HEALTH Food Service Plan ("Plan"), or such new, merged or consolidated plans as may be adopted by the Trustees. Said contributions shall be submitted monthly, together with a report of the employee data

required by the Fund, on the format prescribed by the Fund, no later than the fifteenth (15th) day of the month following the month for which contributions are to be made. This Agreement requires all eligible employees to pay a portion of the monthly premium through payroll deduction. As a result, for each individual reported on the monthly report, the Employer agrees to specify the amount of contributions being submitted from the employee, the amount of contributions submitted from the Employer and the total contribution amount per individual.

The Employer and the Union agree to be bound by the Agreement and Declaration of Trust (“Trust Agreement”) of the Fund as may, from time to time, be amended, and they do hereby irrevocably designate as their respective representatives on the Board of Trustees, such Trustees named in said Trust Agreement as Employer and Union Trustees, together with their successors selected as provided therein, and agree to abide and be bound by all procedures established and actions taken by the Trustees pursuant to said Trust Agreement. Any provision in this Agreement that is inconsistent with the Trust Agreement, or the Plan of Benefits, rules, or procedures established by the Trustees, shall be null and void.

The Employer shall contribute to the Fund for all eligible employees. An eligible employee is defined as an employee who is scheduled to work twenty (20) or more hours per week.

The following classes of employees shall be eligible for contributions to the Fund: General Worker, Central Kitchen Cook, Cook/Lead, and Lead Cook. Assistant Cook positions which are retained per this agreement shall also be covered through December 31, 2014 as needed. Effective January 1, 2015, any employees in the Assistant Cooks classification will transfer into one of the following covered classifications: Central Kitchen Cook, Cook/Lead, and Lead Cook.

The Employer will begin making contributions to the Fund for eligible employees on the first of the month following the date of hire.

The Employer shall contribute the sums stated below for all eligible employees.

Plan A Monthly Rates

<u>Effective Date</u>	<u>Single</u>	<u>Single Plus One</u>	<u>Family</u>
<u>3/1/14</u>	<u>\$670.01</u>	<u>\$1,341.95</u>	<u>\$1,891.71</u>
<u>1/1/15</u>	<u>\$730.31</u>	<u>\$1,462.72</u>	<u>\$2,061.97</u>

Effective 1/1/16 through the expiration of this Agreement, the Employer agrees to contribute the contribution rates necessary, as determined by the Fund, to sustain benefits. The parties agree and understand that, if the appropriate welfare contribution rates are not paid, the Trustees of the Fund may eliminate benefits to otherwise eligible participants and terminate the employer’s participation pursuant to the Fund’s Minimum Standards.

The Employer will deduct 10% of said medical coverage contributions from employees’ paychecks on a weekly basis over 40 pay periods during the school year. The Employer will submit the entire contribution to the Fund on a monthly basis on behalf of all eligible employees who have paid their portion of the contribution. If an employee no longer remits their portion of the premium through payroll deduction, then they will no longer be eligible for contributions to the Fund.

The parties agree that an employee may only change his or her enrollment election during the Open Enrollment period of each year of the Agreement or such other times as allowed by applicable federal law. An employee who enrolls in coverage will automatically be enrolled in the same level of coverage each subsequent enrollment period, unless he or she elects to change their level of coverage during Open Enrollment.

For any coverage level for which there is an employee co-premium, the Employer is required to remit contributions to the Fund for those employees who enroll in the Fund and agree to remit the required co-premium via payroll deduction. Eligible employees who wish to enroll in the Plan shall do so in accordance with the Fund's policies, including but not limited to, signing an Election Form or enrolling telephonically. The Employer is required to keep a copy of either the telephonic confirmation letter or signed election form, as applicable. Such form shall be retained with the employee's file and made available to the Fund upon request.

Copies of the plan documents have been provided by the Union and will be maintained at Central Kitchen and Human Resources for review upon request. The Union shall promptly supply any updates to such plans to the Director of Food Services and the Director of Human Resources and Labor Relations in order that the plans on file will be the most recent version applicable to the employees. The parties also agree that the provisions of Article 18, Sections 2 -3 and Sections 5- 8 do not apply to the Fund.

Section 2 – Employer Sponsored Plans

The Board shall provide the following for the employees eligible for the coverage under Section 1 of this Article:

- (A) Vision Care Rider for all eligible employees and their enrolled dependents (at a 12% employee cost share, based on the fully insured equivalent rate of the single, couple or family plan selected);
- (B) The Full Service Dental plan for employees and all eligible dependents including the unmarried dependents children rider ages 19-26. Dental Riders A (Additional Basic Benefits, B (Prothodontic), C (Periodontics), and D (Orthodontics) (at a 12% employee cost share, based on the fully insured equivalent rate of the single, couple or family plan selected);
- (C) An eight thousand dollar (\$8000) term life insurance policy.

Section 3

(A) Employees shall contribute 10% of the cost of his/her health insurance premiums, to be deducted from the employee's paychecks on a weekly basis over 40 pay periods during the school year.

Section 4

The City shall implement and maintain a Section 125 pre-tax wage deduction plan in accordance with applicable provisions of Section 125 of the Internal Revenue Code (and in accordance with any amendments to said provisions) so long as said provisions allow for such a plan. Said plan will be designed to permit exclusion from taxable income of the employees' share of health insurance premiums for those employees who complete and sign the appropriate wage deduction form. The City shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax exempt status of the employee insurance premium contributions. Neither the Union nor any employee covered by this Agreement shall make any claim or demand nor maintain any action against the City or any of its members or agents for taxes, penalties, interest or other costs or loss arising from the use of the wage deduction form or from a change in law

that may reduce or eliminate the employee tax benefits to be derived from this plan. Further, the parties agree that the health insurance benefits and the administration of those benefits shall continue to be governed by the collective bargaining agreement and the carrier's insurance plan.

Section 5 – Employer Sponsored Plan for Retirees

The Board of Education shall pay for all medical insurances (excluding term life insurance and the maternity rider) for all Retirees as follows:

- A. Retirees and their spouses only who have retired since July 1, 1982 and meet the following criteria:
 - Ten (10) years service and meet the criteria to retire under the rule of 80.
 - Twenty (20) years of service and retire with service-connected disability.
 - Fifteen (15) years of service and retire on Disability Pension and meet the total and permanent requirements of Social Security.

- B. Retirees (and their spouses) who were hired prior to January 1, 2014 and meet the following criteria:
 - Ten (10) years service and meet the criteria to retire under the rule of 80.
 - Twenty (20) years of service and retire with service-connected disability.
 - Fifteen (15) years of service and retire on Disability Pension and meet the total and permanent requirements of Social Security.

- C. Retirees only (no spousal coverage) who were hired after January 1, 2014 and meet the following criteria:
 - Twenty five (25) years service and meet the criteria to retire under the rule of 80.
 - Twenty (20) years of service and retire with service-connected disability.
 - Fifteen (15) years of service and retire on Disability Pension and meet the total and permanent requirements of Social Security.

Retirees (and spouses, if applicable) shall be covered under the plans identified in the appendix to this Agreement at the following cost shares:

Effective Date	Lumenos	CP Comp Mix	BC POE	CP POS
Upon implementation	9%	15.25%	19.25%	21.25%
July 1, 2014	10%	16.25%	20.25%	22.25%
July 1, 2015	11%	17.25%	21.25%	23.25%
July 1, 2016	12%	18.25%	22.25%	24.25%

Said coverage shall be paid by the BOARD until the Retiree reaches age seventy (70) at which time the Retiree would then have the option of continuing Group Health Insurance offered by the employer at the group rate provided that the Retiree pays the premium in a timely fashion.

Spouses of employees who are still working but meet the above criteria and die while still an employee will be covered under this provision until such time as the employee would have reached age seventy (70).

Spouses of Retirees who are retired and meet the above criteria and die prior to age seventy (70) shall continue to be covered until such time as the Retiree would have reached age seventy (70).

When the retiree/spouse or dependent reaches age 65 or becomes eligible for Medicare, the retiree or spouse must purchase Medicare Part B. The Board will pay for retiree Medicare Supplemental Plan C with unlimited pharmaceutical until the retiree reaches age 70 for both the retiree and applicable spouse. If the retiree dies before the age of 70 and meets the above criteria, the Board will pay the premiums of said Medicare supplemental insurance for the surviving spouse up to said time the retiree would have reached age 70. In addition, the City shall have the ability to pursue, with the cooperation of the retiree and/or covered individual, any and all age appropriate riders and other forms of collateral coverage, which may serve to offset costs to the City.

Section 6

In accordance with the carrier's policy, the City shall provide the above with the exception of life insurance coverage to the employee's eligible enrolled dependents.

Section 7

When an employee covered by this contract has a spouse who is employed by the City of New Haven and said spouse, under the terms of this or any other UNION contract or under any arrangement with the City of New Haven or any other City branches or sub-divisions including the Board of Education, is receiving the same or similar medical insurance coverage for the family unit, then the UNION member and his or her spouse can receive coverage either under the medical insurance plan afforded the UNION member or the medical insurance plan afforded the spouse, but they must elect which plan they wish the family to be covered by and the entire family unit must be covered by one of said medical insurance plans and completely excluded from the other.

Section 8

The City may change insurance carriers to a plan with comparable benefits to the benefits enjoyed under the current plan. The Union will be notified prior to any change and if the Union wishes, the City will fully discuss any changes with them prior to their implementation. If a change of carriers is made, the amount that an employee is contributing for coverage in the program shall not be changed for the duration of this Agreement. The Medical Benefits Office maintains all plan documents and applicable riders.

ARTICLE 19 - OVERTIME

Section 1

It is agreed that when overtime work is required, such work shall be assigned to employees working in the classification in which the overtime is required. Such classifications shall be (1) Cook and Assistant Cook; (2) General Worker. In order to be considered for overtime assignments, employees shall notify the Board of Education or its designee in writing by the last Friday before the start of school of their availability to work overtime during the school year. For the purposes of overtime "school year" shall begin with the first day of the school's year and run through the day prior to the beginning of the subsequent school year. Employees who have provided such notice by the deadline set by the Board shall have their names maintained on an overtime wheel for their respective classification to which the Board shall refer in making assignments during the year. The initial assignment of overtime shall be made by offering the first overtime assignment to the most senior employee in the classification. Thereafter, overtime shall be distributed on a rotating basis.

Employees who have been scheduled for overtime and do not arrive for work at the scheduled time, and have not followed proper call-in procedures, shall forfeit their eligibility to work overtime for the remainder of the year. Additionally, any employee who refuses overtime hours when contacted three (3) consecutive times shall forfeit their eligibility to work overtime for the remainder of the year.

Section 2

Employees shall be paid overtime at the rate of one and one-half (1.5) times their hourly rate for all time worked over forty (40) hours per week and for "catering" assignments which occur at times other than normally scheduled hours of work, provided that there shall be no pyramiding of overtime rates.

Section 3

Should any employee fail to work overtime when requested, the time which the employee would have worked will be recorded on the overtime distribution records as time worked only for the purpose of maintaining equitable distribution of overtime. If all employees in a school where overtime is required decline such overtime, the overtime shall be assigned to the least senior employee(s).

Section 4

Assignment of personnel to work overtime shall be made in accordance with the procedures of this Article, however, it is understood and agreed by both parties that in order to be assigned overtime work any employee must be able, in the opinion of supervision, to effectively and efficiently perform the task involved.

Section 5

Overtime records shall begin anew at the beginning of each school year with the institution of a sign-up sheet to be maintained by the Board.

ARTICLE 20 - TEMPORARY UPGRADING

Section 1

When it become necessary for any reason to assign employees to a higher-rated job on a temporary basis, the employee so assigned shall be compensated at the higher rate for the duration of his/her assignment to such job.

ARTICLE 21 - NO STRIKE PROVISION

Section 1

The UNION agrees that during the length of this Agreement it will not call or support or participate in any work stoppage or strikes or participate or support any picketing against the BOARD. The UNION further agrees that any of its members participating in any work stoppage, strike, picketing or slowdown may be summarily discharged by the BOARD.

Section 2

The BOARD agrees that there shall be no lockout of employees during the life of this contract.

Section 3

The UNION agrees that it will use its best efforts to cause its member employees, individually and collectively, to perform and render legal and efficient work and services on behalf of the BOARD and that neither its representatives nor its members will intimidate, coerce or discriminate against any employee in any manner at any time.

ARTICLE 22 - LEAVES OF ABSENCE

Section 1

An employee, upon two (2) working weeks written notice to the Supervisor of Food Services, or such other individual as is designated by the Superintendent of Schools, may request a Personal Leave of Absence without pay or other benefits, provided that employees on Personal Leave of Absence shall not have their health insurance transferred to COBRA coverage or canceled during the first forty-five (45) days of such leave and providing that the employee pays his/her applicable cost sharing. Such leave, if granted, may be for a period not to exceed one (1) year from the effective date of, such leave. The request for a leave of absence shall specify both the reason for the request, as well as the amount of leave time the employee is requesting.

Section 2

In cases of extreme emergency, a leave without pay may be granted without the written notice, however, it shall be incumbent upon the employee to notify the Supervisor of Food Services as soon as possible as to his/her whereabouts and the reason for the absence. When such notification is received, Management shall then determine and notify the employee as to the disposition of his/her request. If an employee, under the

circumstances described above, fails to notify Management within five (5) working days from the first day of such absence, said employee's seniority status and employment shall be automatically terminated.

Section 3

An employee who exhausts his or her accumulated sick leave and who provides a medical certificate acceptable to the Board indicating that the employee's health care provider has not released the employee to return to work for medical reasons, shall be granted a Medical Leave of Absence Without Pay. During a Medical Leave of Absence Without Pay, an employee shall be provided with insurance benefits under Article 18 of this Agreement provided the employee pays the applicable cost sharing rate. The length of an employee's Medical Leave of Absence Without Pay shall be given by the seniority provisions of Article 4 of this Agreement.

Section 4

When leaves are requested and/or granted under this Article, the UNION shall be given copies of such requests and/or grants or denials.

Section 5 -- Family and Medical Leave

(A) Family and Medical Leave - Any employee who is an "eligible employee" as defined under the Federal Family and Medical Leave Act (FMLA), 29 U.S.C. Sec. 2601. et seq. shall be granted up to the statutory allotted weeks of FMLA leave during a twelve (12) month period in accordance with the FMLA. Any accumulated paid sick leave time must be exhausted first in situations where the leave being taken by the employee is covered by the FMLA; however, employees have the option to use or not use accumulated vacation days as part of the FMLA leave. Paid leave time used as part of the FMLA leave shall be included in (and shall not be in addition to) the aforementioned statutory period of allowable FMLA leave. A medical certificate acceptable to the City shall be required for FMLA leave situations.

1. Employees on FMLA leave shall have their health insurance coverage maintained during such leave on the same terms as if they had continued to work. Provided, if the employee fails to return to work, the employee shall be liable for the retroactive premium payments in accordance with the FMLA.
2. Employees shall continue to accumulate sick leave days during FMLA leave.

(B) While on paid FMLA leave only, employees shall continue to accumulate sick leave days. Employees on any leave without pay (including unpaid FMLA leave) shall not continue to accumulate sick leave or vacation credits. However, the continuity of employment shall be preserved for purposes of vacation and longevity entitlement and other benefits based upon time in service.

(C) Employees on a leave of absence without pay will be eligible to continue their health insurance coverage at the group rate. Arrangements to do so must be made in advance with the Department designated to handle such arrangements or the insurance coverage will be terminated.

Section 6

One employee per school year may request a Union leave of absence for Union business. An employee who requests such leave shall make the request in writing. The employee's seniority shall be frozen during the time of such leave. The Union will pay the COBRA insurance premiums, if such employee is eligible.

ARTICLE 23 - UNIFORMS

Each employee shall be provided with the following articles of clothing which shall be of a color and style to be determined by the Board, in the amount and manner provided for in accordance with the following:

(a) Initial issue for employees effective upon implementation and all new employees:

1. 5 shirts
2. 5 aprons
3. 1 visor
4. 1 pair of slid and oil resistant shoes *

(b) Annual issue:

1. 2 shirts
2. 2 aprons
3. 1 pair of slip and oil resistant shoes *

(c) Uniform articles damaged or destroyed while on duty shall be replaced by the Board on a trade-in basis.

(d) Employees shall be required to wear slip and oil resistant closed toe shoes. In the event an employee does not wear slip and oil resistant closed toe shoes such employee shall wear overshoes as supplied by the Board. Employees shall be able to continue wearing dresses or skirts unless the Board in its sole discretion determines that such dress and/or skirt presents a safety or health hazard. All employees wearing pants shall wear pants of a solid, neutral color.

* In the event that a documented medical condition exists which does not allow an employee to wear the shoes provided, such employee shall receive an annual allowance of \$75 to be used for skid/oil resistant shoes. In the event that the Board does not arrange for the distribution of the annual shoe issue by October 1, then the Board shall issue a \$75.00 shoe allowance in the next payroll cycle and shall be relieved of its responsibility for the annual issue for that year. Upon receipt of the shoe allowance, employees shall purchase slip and oil resistant closed toe shoes within one week.

ARTICLE 24 - NON-DISCRIMINATION

Section 1

There shall be no discrimination by the Employer or the Union against any employee based upon his/her membership in or activities on behalf of the Union, or based upon his/her race, color, religious creed, age, sex,

sexual orientation, marital status, national origin, ancestry, or present or past history of mental disorder, mental retardation, learning disability or physical disability, including, but not limited to, blindness.

ARTICLE 25 - LONGEVITY

Section 1

All eligible employees shall receive in a lump sum, during the month of January, longevity payments in the following amounts based upon a calculation of their continuous service for the immediately preceding calendar year ending December 31.

- a. Employees with ten (10) or more years of service shall receive two hundred and forty five dollars (\$245.00).
- b. Employees with fifteen (15) or more years of service shall receive three hundred and ten dollars (\$310.00).
- c. Employees with twenty (20) or more, years of service shall receive three hundred and seventy five dollars (\$375.00).

Section 2

An employee who retires, either for reasons for age and/or disability shall be entitled to a pro-rata longevity payment for that portion of the year he/she worked prior to such retirement. An employee who terminates for any other reason shall not be entitled to longevity for the calendar year in which such termination occurs.

Section 3 – Perfect Attendance

Employees who have a perfect attendance record for the first semester of the school year shall receive a \$75 bonus. Employees who have a perfect attendance record for the second semester of the school year shall receive a \$75 bonus.

ARTICLE 26 - PERSONAL DAYS

Each employee shall be entitled to two (2) days per school year to be known as personal leave. Such leave shall be with pay and not charged against sick leave.

An employee intending to utilize personal leave shall notify his/her supervisor at least twenty-four (24) hours prior to taking such leave unless such notification is impossible due to circumstances beyond the employee's control. Employees are not required to specify the nature of the personal day request. Employees who desire to utilize such personal days before and/or after a holiday must request to do so in writing and receive advanced approval of such request. Such approval will not be unreasonably denied.

Employees shall be allowed to carry over personal days from one year to another, however, employees shall not be allowed to have more than four (4) days on the books at any given time. Employees must use such

days prior to retirement or resignation and employees shall not be entitled to compensation for unused personal days.

ARTICLE 27 - DURATION

Section 1

This Agreement shall become effective on July 1, 2013 and remain in full force and effect through June 30, 2016.

Section 2

Consummation of this Agreement shall preclude any further negotiations for the life of this Agreement as indicated above.

City of New Haven
Board of Education

Local 217, Hotel & Restaurant Employees
And Bartenders Union , AFL-CIO

Dr. Carlos A. Torre
President, New Haven Board of Education

Connie Holt

Date

Date

MEMORANDUM OF UNDERSTANDING

The Board of Education, hereinafter referred to as the "Board" and the Hotel and Restaurant Employees and Bartenders Union, Local 217, AFL-CIO, hereinafter referred to as the "Union" having recently negotiated a new four (4) year agreement, also agree to this Memorandum of Understanding concerning covering the establishment of a Health and Safety Committee as follows:

HEALTH AND SAFETY COMMITTEE 1999.

The parties agree to establish a Health and Safety Committee consisting of four (4) members. Two (2) members shall be appointed by the Board and two (2) members shall be appointed by the Union. Said committee shall meet regularly to discuss health and safety matters.

The committee shall have the authority to investigate any matters pertaining to health and safety and to make recommendations to the Board of Education which shall retain the right of final decision on all said matters.

The parties have caused their names to be signed on this 19th day of October, 1999.

Local 217, Hotel & Restaurant
Employees and Bartenders Union, AFL-CIO

New Haven Board of Education

/s/

Debra Jordan

10/16/99

/s/

Carlos Torre

10/19/99

LETTER OF INTERPRETATION

"The parties agree that changes in "the conditions affecting the operations in each cafeteria" which may be considered by the Board in determining the number of personnel and the hours to be worked in a particular cafeteria include, but are no limited to: (a) changes in the number of meals or the quantity of food served; (b) changes in the methods, means or manner in which services are rendered; or, (c) technological changes, including purchasing new or different types of equipment.

Local 217, Hotel & Restaurant
Employees and Bartenders Union, AFL-CIO

New Haven Board of Education

/s/

Debra Jordan

10/16/99

/s/

Carlos Torre

10/19/99

SIDE LETTER OF AGREEMENT

New Haven Board of Education
And
Local 217

RE: Successor Collective Bargaining
Agreement
April 7, 2003

WHEREAS, The New Haven Board of Education (the "Board) and Local 217 (the "Union") are Parties to a Collective Bargaining Agreement; and,

WHEREAS, The parties have reached a memorandum of understanding with respect to the successor collective bargaining agreement with an effective date of 7/1/02 and an expiration date of 6/30/06; and,

WHEREAS, As part of the Agreement, the parties added requirements related to Qualified Food Service Operators (QFO) certification ; and,

WHEREAS, The parties understand that there are employees currently occupying positions that will now be subject to a QFO; and,

NOW, THEREFORE, It is hereby stipulated to and agreed by the City of New Haven and Local 217 as follows:

1. All current Cooks, Assistant Cooks and kitchens where there is a single general worker (single workers) must become qualified within one year of the execution of this agreement as a condition of maintaining their current position.
2. The Board will provide one free test to all Cooks, Assistant Cooks and single workers, as well as any other employee who has yet to take a QFO test. Any further tests beyond this one test shall be paid for by the employee.

IN WITNESS WHEREOF, The parties have caused their names to be signed on this _____day of April 2003.

City of New Haven

Local 217

By: _____
William F. Clark
Labor Relations Director

By: _____
Steve Mathews
Staff Representative