

**AGREEMENT BETWEEN**  
**REGIONAL SCHOOL DISTRICT #14**  
**AND**  
**CAFETERIA WORKERS' ASSOCIATION (CWA)**  
**JULY 1, 2017 – JUNE 30, 2021**

## **Regional School District #14 Bethlehem and Woodbury, Connecticut**

This agreement made this 5<sup>th</sup> day of June, 2017, by and between Regional School District #14, towns of Bethlehem and Woodbury, Connecticut (Referred to as "Employer"), and the Cafeteria Workers' Association (Referred to as the "CWA").

### **ARTICLE I – RECOGNITION**

The employer recognizes the CWA as the exclusive representative of FT/PT "Cafeteria Workers", for the purpose of collective bargaining.

### **ARTICLE II – MANAGEMENT**

#### **Section 1**

Except as specifically set forth in this agreement, the management of the schools, the manning of the same and the direction of the working forces will vest solely in the Employer. This will include the right to hire, transfer, promote, retain, for proper cause to discipline or discharge, establish and maintain standards of quality, efficient operations and worker efficiency and to relieve employees from duties because of lack of work and to determine schedules of operation. If not specifically set forth in this Agreement, there shall be no abridgment or diminution of any function, authority, right or responsibility of the Employer.

#### **Section 2**

The employer reserves the right to issue from time to time reasonable rules and regulations governing the attendance of employees, their performance of work and their conduct on the job, as well as all other reasonable rules and regulations which may be established.

## ARTICLE III SENIORITY

### Section 1

Seniority for employees governed by this Agreement shall be defined as the period of continuous employment with the employer, as a member of the bargaining unit.

### Section 2

Seniority and skill(s) shall apply to all employees in order of their seniority, to the work available.

### Section 3

All qualifications being equal, in the opinion of the Employer, seniority shall prevail in any and all promotions for Unit Positions.

### Section 4

All job vacancies shall be posted for three (3) working days and filled as soon as possible.

### Section 5

Senior substitutes shall have preference for any unit position which is created or becomes vacant. However, seniority may not be the controlling factor if the Board can demonstrate the need for special skills and qualifications in a particular position or employee. If such a need arises the Board will discuss with the Union prior to implementation.

### Section 6

Seniority shall apply:

- A. To work opportunity in the event of layoffs or lack of work.
- B. In recall to work after layoff.

However, seniority may not be the controlling factor if the Board can demonstrate the need for special skills and qualifications in a particular position or employee. If such a need arises the Board will discuss with the Union prior to implementation.

## Section 7

Seniority shall be broken by:

- A. Discharge.
- B. Voluntary quit.
- C. Unauthorized leave of absence without valid reason.

## **ARTICLE IV – HEALTH & WELFARE BENEFITS**

### Section 1

- A. Subsequent to the first year of employment, all employees shall be allowed twelve (12) days sick leave per annum, accumulative to a maximum of one hundred twenty five days (125). It is understood that after (3) consecutive days of absence, a doctor's certificate will be necessary to qualify for paid sick leave. The Board may require a doctor's note from any employee whose absences due to illness suggest a pattern which may be attributable to misuse of sick leave. The Board will reimburse the employee for any office co-pay that may be charged. Employee misuse of sick leave is not permitted and constitutes cause for discipline, up to and including termination. In addition, the Board may require medical certification where otherwise permitted or required by law.
- B. Six (6) days per year of the twelve (12) sick days may be used for personal reasons, provided a request is made to the Cafeteria Director forty eight (48) hours in advance. When requesting, the employees shall provide a specific reason for said leave. Personal leave shall only be used for necessary and unavoidable business that cannot otherwise be conducted outside of the workday and for which arrangements cannot be made outside the workday or on other than a workday because of reasons beyond the control of the employee. These days may not be used consecutively without the Superintendent's prior authorization. Any decision by the Superintendent to grant consecutive use of personal leave time will not be precedent setting. Personal leave is not to be scheduled on a work day before or a work day after a holiday, extended weekend, or vacation except in the most exigent circumstances as approved by the Superintendent in his or her discretion.
- C. A maximum of two (2) days shall be allowed for illness in the immediate family, which will be taken from the accumulation; and

three (3) days bereavement. (The immediate family shall be grandmother, grandfather, mother, father, spouse, son, daughter, brother, sister, grandchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or any other relative living with and dependent on the employee.)

- D. Full-time employees hired prior to June 30, 2008 and after ten (10) years of service with Regional School District #14, each member of the unit shall be compensated for one-half (1/2) of his/her total accumulated sick leave, when service to the Region has been completed. Employees hired after June 30, 2008 and after fifteen (15) years of service with Regional School District #14, each member of the unit shall be compensated for one-quarter (1/4) of his/her total accumulated sick leave when service to the Region has been completed. If a member of the unit dies, his/her accumulated sick leave will be paid to his/her estate. If an employee is laid off due to discontinuation of the present Food Service Program, his/her accumulated sick leave will be paid to him/her in the total accumulated amount. Employees hired by the Board (and/or their estates) after the ratification of this Agreement will be ineligible to receive this benefit.

## Section 2

The health insurance plan for the cafeteria personnel will be the Preferred Provider Plan as attached to this Agreement. It will include the dental plan and the following provision:

Effective July 1, 2017: Insurance cost-share for medical, prescription and dental insurance shall be 5.5% of the total premium for employees hired prior to June 30, 2008 and 8.5% for employees hired after June 30, 2008. Such cost-share deduction is to be made the first of each month. Insurance cost-share for employee's spouse (husband/wife) covered after ten (10) years of continuous employment will be 15.5% of the total premium.

Effective July 1, 2018: Insurance cost-share for medical, prescription and dental insurance shall be 6% of the total premium for employees hired prior to June 30, 2008 and 9% for employees hired after June 30, 2008. Such cost-share deduction is to be made the first of each month. Insurance cost-share for employee's spouse (husband/wife) covered after ten (10) years of continuous employment will be 16% of the total premium.

Effective July 1, 2019: Insurance cost-share for medical, prescription and dental insurance shall be 6.5% of the total premium for employees hired prior to June 30, 2008 and 9.5% for employees hired after June 30, 2008. Such cost-share deduction is to be made the first of each month. Insurance cost-share for employee's spouse (husband/wife) covered after ten (10) years of continuous employment will be 16.5% of the total premium.

Effective July 1, 2020: Insurance cost-share for medical, prescription and dental insurance shall be 7% of the total premium for employees hired prior to June 30, 2008 and 10% for employees hired after June 30, 2008. Such cost-share deduction is to be made the first of each month. Insurance cost-share for employee's spouse (husband/wife) covered after ten (10) years of continuous employment will be 17% of the total premium.

Health insurance will be offered to all "full-time" cafeteria personnel on the first of the month following his/her sixtieth (60<sup>th</sup>) day of employment. This will be paid for by Regional School District #14, subject to the cost sharing set forth above and the attachment to this Agreement, and will be for the employee only.

Employees may buy health insurance for spouse and/or family, if not presently covered under the family plan. This will be paid for by the employee. After ten (10) years of continuous employment with Regional School District #14, the employee's spouse (husband/wife) will be included in Regional School District #14's health plan, subject to the cost sharing set forth above and the attachment to this Agreement.

Upon retirement from Regional School District #14 for employees hired prior to July 1, 2008, such coverage may continue on the Region's plan at the retiree's expense. If the present Food Service Program is discontinued, the COBRA rules will apply for continuation for health benefits.

### Section 3

- A. Group Life Insurance will be provided for full-time employees in the amount of five thousand (\$5000) dollars. Present employees on life insurance will be grand-fathered.

### Section 4

The Board may substitute insurance carriers for any other insurance carrier specifically named in the contract, so long as the insurance coverage is similar.

## **ARTICLE V – LEAVE OF ABSENCE**

Any full time employee, with seniority rights, may be granted a leave of absence if agreed to by the Employer and CWA, without loss of seniority rights. A leave of absence shall be understood to mean absence from work without pay. A leave requested by an employee and consented to by the employer and the Association will be for an agreed period of time, but in no instance will the leave be for more than one (1) year. If a leave of absence is granted for medical reasons for the employee or his/her immediate family, the Employer shall carry the insurance coverage during the employee's absence for not more than one (1) year. During the period of absence, the employee shall not engage in gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved.

## **ARTICLE VI – HOURS OF WORK**

### Section 1

Full time employees hired prior to June 30, 2008, are considered to be employees who work twenty (20) hours or more per week on a regular basis. Full time employees hired after June 30, 2008 are considered to be employees who work thirty (30) hours or more per week on a regular basis. (Regular basis referring to the school year.) Part time employees are employees who work under thirty (30) hours per week.

### Section 2

Hours of work and schedules shall be determined by the Cafeteria Director.

### Section 3

When any group utilizes the kitchen, a cafeteria department employee is required when any major equipment is to be used. Time and one-half (1 ½), or double time (2 times) for Sundays and holidays, of the Classification #3 pay schedule shall apply. Selection of the kitchen attendant shall be made by location, and will be a minimum of four (4) hours of overtime. Such work shall be offered on a seniority basis, and a record shall be kept by the Cafeteria Director. Should a worker refuse extra work, that worker will be charged for record purposes, and the next worker in line shall be offered the extra work. Should all refuse the extra work, then the Cafeteria Manager may call other school cafeteria managers to see if cafeteria workers from their school would like the extra work. Should all refuse the extra work, then the Cafeteria Manager shall assign personnel. If the Cafeteria Manager is unable to assign the work, the Cafeteria Director shall assign such work.

## ARTICLE VII – WAGES AND CLASSIFICATION RATES

### Section 1

Classification		2017-18	2018-19	2019-20	2020-21
1	Part Time	\$16.25	\$16.50	\$16.75	\$17.25
2	Full Time part time employees will be eligible for FT rate after 5 years of service	\$17.00	\$17.25	\$17.50	\$18.00

### Section 2

New part-time and full time workers receive \$1.00/hr. below the current rate for the first ninety (90) days of employment.

### Section 3

If any employee temporarily replaces an employee in Classification #2, said employee will receive that position's pay after completion of three (3) days.

#### Section 4

If the minimum wage increases ten percent (10%) or more, both parties may renegotiate wages only.

#### Section 5

In addition, all employees will receive longevity payments, payable each year prior to January 1, according to the following schedule.

	Years of Service	
After 5 years of service		\$250.00
After 10 years of service		\$350.00
After 15 years of service		\$400.00
After 20 years of service		\$425.00
After 25 years of service		\$450.00
After 30 years of service		\$475.00

### ARTICLE VIII – UNIFORM ALLOWANCE

Uniform allowance of \$200.00 per year for all employees after six (6) months of service; payable in the third (3<sup>rd</sup>) week of November each school year.

### ARTICLE IX – HOLIDAYS

#### Section 1

All employees shall be paid for the following holidays after 90 days of employment:

Labor Day (if school year begins prior to)	New Years' Day
Columbus Day	Martin Luther King Day
Veteran's Day	Presidents Day
Thanksgiving Day	Good Friday
Christmas Day	Memorial Day

To receive holiday pay, an employee must work the scheduled full school day before and after the holiday.

ARTICLE X – DURATION AND TERMINATION

THIS AGREEMENT shall take effect on, and all changes with respect to wages and conditions shall be effective July 1, 2017 and shall remain in full force and effect through June 30, 2021.

Regional School District #14  
Board of Education

Cafeteria Workers' Association

BY

  
WITNESS

DATE: 6/5/17

BY

  
WITNESS

DATE: 6-9-17