

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**THE COVENTRY BOARD OF EDUCATION**  
**AND**  
**LOCAL 1303-129 OF COUNCIL 4**  
**AMERICAN FEDERATION OF STATE, COUNTY**  
**AND MUNICIPAL EMPLOYEES, AFL-CIO**

**CAFETERIA WORKERS**

**July 1, 2016 – June 30, 2019**

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**WORKING AGREEMENT  
BETWEEN  
THE COVENTRY BOARD OF EDUCATION  
AND  
LOCAL 1303-129 OF COUNCIL 4  
AFSCME, AFL-CIO**

This Agreement is entered into by and between the Coventry Board of Education, hereinafter referred to as the "Board," and Local 1303-129 of Council 4, AFSCME, AFL-CIO, hereinafter referred to as the "Union."

**ARTICLE I  
RECOGNITION**

The Board recognizes the Union as the sole and exclusive bargaining agents for the purposes of collective bargaining on matters of wages, hours of employment and other conditions of employment for all cafeteria employees working twenty (20) hours or more per week, excluding the Superintendent of Schools or his/her designee and students used to assist the cafeteria employees during the school year.

**ARTICLE II  
UNION SECURITY**

**Section 2.0**

It shall be a condition of employment that all employees covered by this Agreement shall on the thirty-first (31<sup>st</sup>) day following the beginning of such employment become and remain members in good standing with the Union, or pay to the Union an agency fee set by the Union as allowable by law.

**Section 2.1**

Upon receipt of a signed authorization form from the employee involved, a copy of which is attached to this Agreement as Appendix A, the Board shall deduct from the employees' pay biweekly such dues or service fees as the Union shall determine in accordance with law. The amount of said initiation fees, dues, or service fees will be certified by a responsible Union officer in writing and may be raised or lowered by the Union at any time, in accordance with law, upon notification by certified mail by said officer to the Board.

**Section 2.2**

If for any reason an employee has no pay available from which the dues may be deducted, the deduction will take place beginning the payroll period in which he/she does have pay available and continuing weekly until the back deductions are made up, at which time he/she will return to the monthly basis.

**Section 2.3**

The Union agrees to indemnify and hold the Board harmless for any and all claims, judgments, loss or damage, including court costs, attorneys' fees, and other costs arising out of the enforcement of this Article, whether in judicial, administrative, arbitration, or other proceedings.

**Section 2.4**

Deductions as provided in Sections 2.1 and 2.2 shall be remitted to the Council 4 office of the Union no later than fifteen (15) days after such deductions have been made along with a list of employees from whom the deductions have been made.

**Section 2.5**

The employees agree, individually and collectively, that there shall be no strikes at any time during the term of this Agreement.

The Board agrees that there will be no lockout of any of its employees during the life of the Agreement.

**Section 2.6**

At least one bulletin board shall be reserved at an accessible place in each building for the exclusive use of the Union for posting of official Union notices or announcements.

**Section 2.7**

The Board shall provide one (1) copy of the contract to each employee upon request. New employees shall be supplied a copy of the contract at time of hire. The Council 4 office shall be supplied with six (6) signed contracts at the time of signing.

**ARTICLE III**  
**SENIORITY**

**Section 3.0**

Seniority shall be defined as the length of service in the bargaining unit since date of hire.

**Section 3.1**

New employees shall serve a probationary period of four (4) calendar months, not including the months of July and August, and shall have no seniority rights during this period. New employees shall be subject to all other provisions of this Agreement except the grievance procedure in the event of disciplinary action or dismissal. All employees who have completed the probationary period shall acquire length of service records as of the date of their employment.

### **Section 3.2**

The Board shall prepare a list of employees showing their seniority in length of service and deliver the same to the Union on December 1 of each year. Unless the Union requests a change concerning the list within thirty (30) days of receipt of the same, the list will be presumed to be correct for the purposes of this contract. Upon completion of their probationary period, new employees shall be added to this list, with length of service records as of the date of their employment.

- a. All vacancies and new positions shall be posted for a period of seven (7) working days on school bulletin boards and a notice hand delivered or sent by certified mail to the Union's president prior to any action taken by the Superintendent of Schools or his/her designee to fill such vacancies or new positions. During the summer months, all vacancies and new positions shall be held open for a period of seven (7) calendar days after sending notice to the Union president via certified mail prior to any action taken by the Superintendent of Schools or his/her designee to fill such vacancies or new positions.
- b. When a vacancy exists or a new position is created, the most senior qualified Union applicant shall be awarded the position.
- c. The person appointed to the vacancy or new position and the President of the Union shall be notified of the appointment by certified mail or hand delivery.
- d. Employees appointed to a vacancy or new position are then subject to a four (4) calendar month probationary period, not including the months of July and August. After said period, the employee shall then be considered qualified and allocated to the position, if the position continues to exist. If during the trial period the position is eliminated or the employee fails to pass the trial period, he or she shall be returned to his/her former position, provided the promoted employee is senior to the individual filling the employee's former position. If a senior individual is filling the employee's former position, the employee may bump a less senior employee in the classification.
- e. All vacancies or new positions shall be filled within sixty (60) working days of the date of an employee vacating a position or of the establishment of a new position.

### **Section 3.4**

Layoffs shall take effect as follows:

- a. Probationary employees
- b. Within classifications, the employee with the least seniority first, etc.

The Board shall give written notice to all employees to be affected by any proposed layoff and reasons thereof. An employee in a higher classification may displace the least senior member of a lower classification in the event of layoff or position elimination. In the event of layoff or position elimination, the Board shall provide the Union and affected employees at least two (2) weeks notice of same.

### **Section 3.5**

Laid-off full-time employees, within classification, with the most seniority shall be rehired first and no new employees shall be hired in these classifications until all laid-off employees qualified for the position in those classifications have been given an opportunity to return to work. Sufficient notification of recall shall be letter by certified mail to the employee's last known address. Employees must respond to the Food Services Director within ten (10) calendar days of receipt of notification. Failure to respond to a notice of recall shall result in forfeiture to recall rights.

### **Section 3.6**

No student shall be used to assist the cafeteria employees while a layoff is in effect.

### **Section 3.7**

The Employer agrees during the term of this Agreement not to contract out for service now performed by the employees in the bargaining unit unless there are no employees available to perform the required services.

### **Section 3.8**

When any school cafeteria is closed, employees affected shall be transferred to the other cafeterias that are in operation before any other person is used.

## **ARTICLE IV WORK SCHEDULE – OVER TIME PAY**

### **Section 4.0**

The normal work week shall be Monday through Friday.

- a. The normal work year for cook managers and general kitchen workers shall be consistent with days in which lunch is served plus 2 days before and 2 days after the school year. Meetings or work on days students are off, but teachers are in school, in which the Administration determines work is necessary will be paid at the regular rate.

### **Section 4.1**

The hours of work shall normally be as follows:

Cook Managers	6 – 7 hours per day
General Kitchen Worker	4 – 6 ½ hours per day

The Board may alter the normal work day or year after notice, discussion, and agreement with the Union.

### **Section 4.2**

Time and one-half (1 – ½) will be paid for all hours actually worked in excess of forty (40) hours per week. Double time shall be paid for work performed on regularly scheduled holidays and Sundays.

### **Section 4.3**

- a. Full-time employees shall be given preference on all overtime assignments.
- b. All overtime work shall be divided as equally as possible among employees within schools with weekend work given on a rotating basis.
- c. If an employee is schedule overtime and does not avail himself of the opportunity to work, he/she will be charged with the scheduled overtime as if he had worked.
- d. Overtime hours of all employees in the bargaining unit shall be posted on a suitable bulletin board every three (3) months.

### **Section 4.4**

An employee called in to work outside his regularly scheduled working hours, i.e., assignments which are not contiguous to normally scheduled shifts, emergency situations, etc., excluding scheduled overtime assignments, shall be paid a minimum of two (2) hours at one and one-half (1-1/2) times his regular hourly rate if the call-in is from Monday through Saturday, double his regular hourly rate if the call-in is on Sunday or a holiday.

**ARTICLE V  
HOLIDAYS**

**Section 5.0**

The following holidays shall be observed as days off with full pay:

Labor Day	Presidents' Day	Columbus Day
Thanksgiving Day and the Day After	Good Friday	Veterans Day
Martin Luther King Day	Memorial Day	Christmas Day
		Day after Christmas

- a. Holidays falling on Saturday shall be celebrated the preceding day if school is not in session. If school is in session, the employee shall receive an additional day off at a time decided by the Superintendent of Schools or his/her designee.
- b. Holidays falling on Sunday shall be celebrated on Monday if school is not in session. If school is in session, the employee shall receive an additional day off at a time decided by the Superintendent of Schools or his/her designee.

**Section 5.1**

Whenever any of these holidays shall occur while an employee who has obtained a formal leave of absence for illness under Article VI is out on sick leave, the employee shall accept the day as a holiday with no charge to sick leave.

**Section 5.2**

An employee shall not be paid for a holiday if he/she fails to report for work on the regularly schedule work day prior to, or following the holiday. This section shall not apply if an employee is on authorized leave, unless the employee is abusing sick leave. Abuse of sick leave shall be defined as a pattern of using sick leave to extend holidays or weekends.

**ARTICLE VI  
LEAVE**

**Section 6.0**

- a. The Board may grant leaves of absence without pay. Requests for such leave shall be made in writing and shall include the length of leave required. The employee's accumulation of sick leave shall be retained to his or her credit for when he or she returns to work. An employee on an approved non-FMLA or non-workers' compensation leave of absence without pay for greater than one (1) month shall be responsible for the full cost of his or her health insurance plan, unless the law requires otherwise.

- b. Leaves of absence without pay for vacation purposes shall be granted at the discretion of the Superintendent of Schools or his/her designee.

### **Section 6.1**

Each employee shall be granted two (2) days paid leave annually for personal business. The employee shall notify the Director at least twenty-four (24) hours prior to taking a personal day or days, except in emergencies.

### **Section 6.2 – Bereavement Leave**

Each employee shall be entitled to absence with full salary, not to exceed five (5) working days, for the death of a spouse, child or parents of the employee. For the death of any other member of the immediate family this absence shall not exceed three (3) days. Members of the immediate family include: parents of current spouse, grandparents, grandchildren, brothers, sisters, and any relation who resides in the employee's household. Up to two (2) days off shall be granted in case of death of brother or sister of the current spouse.

### **Section 6.3 – Injury Leave**

Worker's Compensation, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by an accident or injury that occurred while the employee was engaged in the performance of his or her duties. The Board covers all employees with Workers' Compensation insurance, which pays an eligible employee a percentage of his earnings during the period of absence. The difference between his or her Workers' Compensation and his or her current salary shall be provided by the Board for up to sixty (60) working days.

If an employee is assaulted while acting in the discharge of his or her employment or under the direction of the Board or its designee in accordance with Conn. Gen. Stat. Section 10-236a, the Employee shall not forfeit any sick leave or personal leave for any absence arising out of or from such assault.

### **Section 6.4 – Military Leave**

Military leave shall be granted in accordance with applicable state and federal laws. Copies of orders to active duty shall be provided the Superintendent of Schools or his/her designee as soon as possible after such orders are received.

### **Section 6.5 – Sick Leave**

Each employee shall be entitled to sick leave, at current base pay, of fifteen (15) work days during the school year. For all employees hired prior to July 1, 2013, such sick leave that is not used up shall be accumulated to the employee's credit up to one hundred fifty (150) days. For all employees hired on or after July 1, 2013, such sick leave that is not used up shall be accumulated

to the employee's credit up to seventy five (75) days. Each employee shall be notified of his accumulated sick leave by letter at the beginning of each school year.

### **Section 6.6**

Sick leave shall only be used in the following cases:

- (a) Personal illness or physical incapacity; or
- (b) Enforced quarantine of the employee in accordance with community health regulations; or
- (c) Illness or physical incapacity of the employee's spouse, parents, grandparents, brother, sister, child, grandchild, mother-in-law, father-in-law, and any relative who is domiciled in the employee's household up to a maximum of five (5) days per fiscal year.

### **Section 6.7**

The Superintendent of Schools or his/her designee may require a doctor's certificate for absences of three (3) or more consecutive working days or in the case of a pattern of sick leave abuse. The Superintendent of Schools or his/her designee reserves the right to require a doctor's certificate of use of sick time in the interests of health and safety.

### **Section 6.8**

- a. Each employee hired on or before July 1, 1999 shall, upon death or retirement (in accordance with the pension agreement) shall be entitled to payment at the rate of \$65 per day for one-half of all accumulated sick days to a maximum of one hundred twenty (120), i.e., payment for no more than sixty (60) days.

All employees hired after July 1, 1999 shall, upon death or retirement (in accordance with the pension agreement) be eligible for payment of twenty dollars (\$20.00) per day for one-half of all accumulated sick days to a maximum of one hundred twenty (120), i.e., payment for no more than sixty (60) days.

- b. Upon termination of employment by other than death or retirement after ten (10) years of satisfactory service, each employee shall receive twelve dollars (\$12) per day for all unused sick leave up to the amount allowed to be accumulated. If an employee is terminated for just cause, he/she shall receive no such payment. In order to receive such payment, an employee shall provide fourteen (14) days advance notice.

### **Section 6.9**

In the event employees are terminated due to the discontinuation of the student food services cafeteria program, Section 6.9a above shall not apply.

## **ARTICLE VII** **GRIEVANCE PROCEDURE**

### **Section 7.0**

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

### **Section 7.1**

Any such grievance shall be settled in accordance with the following grievance procedure:

- a. Step One: The aggrieved employee and/or his or her steward shall, within fifteen (15) working days of the occurrence, submit the grievance, in writing, to his or her supervisor in an effort to get the grievance resolved immediately.
- b. Step Two: If the grievance is not settled in the first step, the grievance will be submitted to the Superintendent within ten (10) working days of the Step One meeting. The Superintendent, or the Business Manager as his or her designee, will arrange a meeting with the grieving party and the Union within fifteen (15) working days of receipt of the grievance and attempt to resolve the issue. If the grievance is not resolved by the Superintendent, or the Business Manager as his or her designee, at the meeting with the grieving party and the Union, a written answer shall be submitted to the grieving party and the Union within ten (10) working days of said meeting.
- c. Step Three: If the aggrieved party and the Union are not satisfied with the answer given by the Superintendent, or the Business Manager as his or her designee, they may submit the grievance to the Board of Education within ten (10) working days of the Superintendent's response. The Board shall arrange a hearing with the grieving party and the Union representative in an attempt to resolve the issue.
- d. Step Four: If the Union is not satisfied with the answer given by the Board, it may submit the grievance to the State Board of Mediation and Arbitration within twenty (20) working days of the Board's decision to be resolved and, in the event arbitration takes place, the answer shall be final and binding. The Arbitration Panel or single arbitrator shall have no authority to add to, delete from, or otherwise to modify the terms of this Agreement in any way.

**Section 7.2**

Nothing herein shall be construed as prohibiting an aggrieved party from handling his/her own grievance after receiving permission from the Union through step three of the grievance procedure. No agreement to settle a grievance shall be made by the aggrieved party without Union approval.

**Section 7.3**

The Board shall allow the aggrieved employee(s) 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 Section 7.1.

**Section 7.4**

The Union shall have the right to advance the grievance to the next step if the Board's representative does not respond within the time limits at his/her level. Failure to appeal the grievance within the time limits shall constitute settlement of the grievance. The parties shall have the right to extend any of the time limits for the grievance procedure by mutual agreement.

**ARTICLE VIII**  
**DISCIPLINARY ACTION**

**Section 8.0**

No employee shall be discharged or otherwise disciplined without just cause.

**Section 8.1**

Except for major infractions, disciplinary action against an employee shall normally follow this order:

- a. verbal warning
- b. written warning
- c. suspension
- d. discharge

**Section 8.2**

All disciplinary actions above shall be subject to the grievance procedure.

**Section 8.3**

All disciplinary actions for minor infractions shall be removed from the employee's records two years after the placing of said actions on the employee's record. Disciplinary actions for major infractions shall remain on an employee's record.

**Section 8.4**

An employee shall have the right to review his or her personnel and other employment records in accordance with applicable state and federal law.

**Section 8.5**

An employee shall have the right to rebut in writing any entry in his or her personnel or other employment record and have such rebuttal retained in the record.

**Section 8.6**

The Board shall copy the Union President on disciplinary letters.

**ARTICLE IX  
WAGES/LONGEVITY**

**Section 9.0**

Wage scales and classifications shall be negotiated and made part of this Agreement. At the commencement of this contract the Board will provide the Union with sufficient copies of job descriptions.

**Section 9.1**

Employees required to work in a higher classification shall be paid at their step in the higher classification on the salary schedule for the period of time in which they occupy the higher classification.

**Section 9.2**

The salary schedule, rates of pay, and classifications of the present employees attached hereto as Appendix B shall be part of this Contract.

**Section 9.3**

When an employee is promoted to a higher classification, he/she shall be placed on that higher classification scale at the same step that he/she occupied on the lower classification scale.

**Section 9.4**

If an employee has reported for work and school is subsequently closed, said employee shall receive a minimum of two (2) hours regular pay.

**Section 9.5**

For employees hired on or before July 1, 2011, based on the following schedule, each employee shall receive a longevity payment during the first pay period in December in each year of the Agreement:

<b><u>Years of Completed Service</u></b>	
8 – 9	\$350
10 – 14	\$575
15 – 19	\$650
20 and above	\$800

**ARTICLE X**  
**SAFETY AND HEALTH**

**Section 10.0**

The Board and the Union shall work cooperatively to ensure a safe and healthy workplace. The Board shall maintain its equipment so as not to present a health or safety hazard. Employees shall follow safe and sanitary methods in the handling of food and equipment.

**Section 10.1**

A joint Safety Committee shall be formed by the Board and the Union and said committee shall meet from time to time to review and recommend safety and health conditions in all cafeterias to the Board.

**Section 10.2**

No employee shall be required to perform duties outside the area of food preparation or service.

**ARTICLE XI**  
**INSURANCE AND PENSION**

**Section 11.0**

An employee, his or her spouse, and dependents hired prior to July 1, 2013 working twenty (20) or more hours per week may elect health insurance coverage from one of the plans described below:

- A. Preferred Provider Plan with the following:
  - 1. Thirty dollar (\$30) office co-pay.

2. Five hundred dollar (\$500) in-patient hospitalization co-pay.
  3. Seventy five dollar (\$75) emergency room co-pay.
  4. Three-Tier Drug Program:
    - a. Ten dollars (\$10)/Twenty five dollars (\$25)/Forty dollars (\$40) co-pay.
    - b. Unlimited annual maximum.
    - c. Two (2) times the applicable co-pay for mail order for a ninety (90) day supply.
  5. Employees shall pay:
    - 2016-2017: 15%
    - 2017-2018: 16%
    - 2018-2019: 17%
- B. Comprehensive Mix Plan with the following:
1. One thousand dollar/two thousand dollar (\$1,000, \$2,000) deductible.
  2. Twenty-five dollar (\$25) office co-pay.
  3. Ninety percent/ten percent (90%/10%) co-insurance In-Network.
  4. Seventy percent/thirty percent (70%/30%) co-insurance Out-of-Network.
  5. Three thousand dollar/six thousand dollar (\$3,000/\$6,000) In-Network and twelve thousand dollar/twenty four thousand dollar (\$12,000/\$24,000) Out-of-Network out-of-pocket maximum.
  6. Three-Tier Drug Program:
    1. \$10/\$25/\$40

**Comprehensive Mix Premium Share:**

Employees shall pay:

- 2016-2017: 15%
- 2017-2018: 16%
- 2018-2019: 17%

C. HSA plan, or a high deductible health care plan with a health savings account feature, including the following components:

Cost Shares Provisions	In-Network	Out-of Network
Annual Deductible (individual/aggregate family)	\$2,000/\$4,000	
Co-insurance	100%	30/70% after deductible, up to co-insurance maximum
Annual Out-of-Pocket Maximum Co-insurance	\$2,000 individual coverage/\$4,000 family coverage	\$4,000 individual coverage \$8,000 family coverage
Lifetime Maximum	Unlimited	Unlimited
Preventive Care	Deductible not applicable	30% after deductible, subject to co-insurance limits
Prescription Drug Coverage (post-deductible)	\$10/\$25/\$40	

The Board will contribute 50% of the applicable HSA deductible amount. The Board's contribution toward the HSA deductible will be deposited into the HSA accounts throughout the course of the year, on the employing Board's payroll dates. The parties acknowledge that the Board's 50% contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

The following premium cost sharing provisions shall apply to employees electing the HSA plan during the term of this Agreement:

- 2016-2017: 13%
- 2017-2018: 14%
- 2018-2019: 15%

All employees, his or her spouse, and dependents hired on or after July 1, 2013, working less than thirty (30) hours per week, will be covered under the HSA plan. However, such employee may elect coverage under the Preferred Provider Plan. In such a case, the Board shall contribute no more than fifty percent (50%) of the premium costs of the single plan. Such employee may also elect two-person or family coverage participation in the Preferred Provider Plan. The Board

shall make the same cost contribution for such employee as if the employee elected coverage under the Preferred Provider single coverage plan and the employee shall be responsible for the remaining cost.

The Board shall provide individual basic dental coverage to all employees, subject to the premium cost sharing formula for the Preferred Provider Plan. Any employee may purchase Dental Rider A provided that 100% of any additional costs are borne by the participating eligible employee.

All employees shall be allowed to enroll in the section 125 Plan sponsored by the Town of Coventry.

If the Board determines that the total cost of a group health plan or plans offered under this contract will trigger an excise tax under the Internal Revenue Code Section 49801, or any other local, state or federal statute or regulation, during the term of this contract, the Board and the Union will, upon request of the Board or the Union, engage in midterm negotiations regarding the impact of such excise tax, in accordance with the Municipal Employee Relations Act (MERA). Such midterm negotiations may include proposals designed to address the increased costs of insurance coverage including but not limited to, proposals designed to: modify the plan(s) so as to reduce the cost of the plan(s) below the excise tax thresholds and/or reduce the amount of any applicable excise tax, revise employee contributions to the costs of health insurance coverage, and/or allocate the responsibility for increased costs associated with the imposition of the excise tax.

### **Section 11.1**

Should the Board change carriers to CIGNA, then the above-listed plan shall be underwritten by Cigna, effective July 1, 2011 or on a reasonable date thereafter.

The Board reserves the right to change carriers for the insurance listed above, provided that the level and administration of benefits is comparable. Within fifteen (15) days of being notified by the Board of a proposed change in carriers, the Union may request a meeting to discuss the comparability of benefits and administration. In the event that the Union disputes the comparability of the alternate carrier, it shall, within fifteen (15) days of such meeting, file for expedited arbitration in accordance with the procedures of the State Board of Mediation and Arbitration. If the Union does not request a meeting or file for arbitration within the fifteen (15) days time frame specified above, it shall be deemed to have accepted the alternate carrier.

### **Section 11.2**

The Board will provide each employee with \$20,000 term life insurance.

**Section 11.3**

Personnel on approved leave of absence without pay shall have the option of continuing insurance by reimbursing 100% the costs of coverage and administration to the Board.

**Section 11.4**

The members of the bargaining unit shall continue to participate in the Town of Coventry's Pension Plan in accordance with the terms and conditions of said plan, as they may be amended from time to time, as negotiated. The Pension Plan is handled through the Pension Committee appointed by the Town Council.

**Section 11.5**

The Board will offer payment in lieu of benefits to each eligible employee for employees hired prior to July 1, 2013. The amount to be paid shall be made in two (2) equal payments of eight hundred and fifty dollars (\$850) for family coverage, six hundred dollars (\$600) for 2 party coverage, and four hundred dollars (\$400) for individual coverage in December and June of each contract year.

**Section 11.6**

Personnel upon retirement shall have the option of remaining under the Board's Group Insurance Program at the employee's expense until reaching Medicare eligibility. Participation in the Life Insurance Plan will cease at the time of separation from employment, except that employees may continue on the Board's Group Life Insurance Plan up and until the age of 76 at their own expense, subject to any and all limitations of the carrier.

**ARTICLE XII**  
**MISCELLANEOUS**

**Section 12.0**

- a. The Superintendent of Schools or his/her designee will make all transfers in accordance with the needs of the system if he/she determines to be necessary for the system. When permanent transfers are to be made, affected employees shall be afforded an opportunity to discuss the transfer and the reasons for the transfer with the Director.
- b. When temporary transfers up to two weeks are to be made, affected employees shall be afforded an opportunity to discuss the transfer and the reasons therefore with the Superintendent of Schools or his/her designee. Except in unusual circumstances, any discussion requested shall occur prior to the effective date of the transfer – up to one (1) week where feasible.

There shall be no loss of hours or pay for transferred employees.

**Section 12.1**

Each employee shall be required to wear and maintain a uniform. Employees shall receive one hundred fifty dollars (\$150) annually on July 1 each year for the sole purpose of purchasing uniforms, which shall include polo shirts, pants and appropriate footwear for the job. The Board shall provide each employee with two (2) aprons each school year.

**Section 12.2**

The Board will provide a fund of six hundred dollars (\$600) annually to be used to offset employee costs in meeting the Connecticut Food Service Certification program. Monies are to be divided equally among members of the bargaining unit who provide documentation of completion of course work in the CFSC Program. If funds are available at the end of the year, payments may be made to employees for successful completion of additional CFSCP Course work. The remaining funds will be distributed equally among employees as outlined above.

**ARTICLE XIII  
SAVINGS CLAUSE**

**Section 13.0**

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

**ARTICLE XIV  
RIGHTS AND RESPONSIBILITIES OF THE BOARD OF EDUCATION**

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Board has and will continue to retain whether exercised or not all of the rights, powers and authority heretofore had by it, and shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Board and direction of the working forces, including, but not limited to, the following:

- a. To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Board.
- b. To establish or continue policies, practices and procedures for the conduct of the Board business from time to time to change or abolish such policies, practices or

deviate from procedures, practices or policies in exceptional cases after notice to and discussion with the Union.

- c. To discontinue processes or operations, or to discontinue their performance by employees.
- d. To select and to determine the number and type of employees required to perform the operations of the Board.
- e. To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Board.
- f. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board, provided such rules and regulations are made known in a reasonable manner to the employee affected by them.
- g. To insure that incidental duties connected with school operations, whether enumerated in job descriptions or not, shall be performed by employees.
- h. To establish contracts or subcontracts for school operations provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members. All work customarily performed by employees of the bargaining unit shall continue to be so performed unless in the sole judgment of the Board it can be done more economically or expeditiously otherwise.

The above rights, responsibilities and prerogatives are inherent in the Board and the Superintendent by virtue of statutory and charter provisions and are not subject to delegation in whole or in part. Such rights may not be subject to review or determination in any grievance or arbitration proceeding, but the manner of exercise of such rights may be subject to the grievance procedure described in the Agreement.

## **ARTICLE XV** **DURATION**

### **Section 15.0**

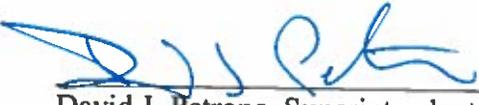
- a. This Agreement shall be effective upon execution and shall remain in effect until June 30, 2019 or thereafter, by operation of applicable state statutes.
- b. Either side may request a reopening on any portion of this Agreement but only if both sides agree to such reopening will results thereof be valid.

IN WITNESS THEREOF, the parties hereto have set their hands this

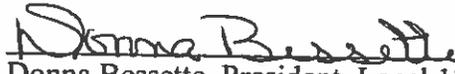
2<sup>nd</sup> day of August, 2016.

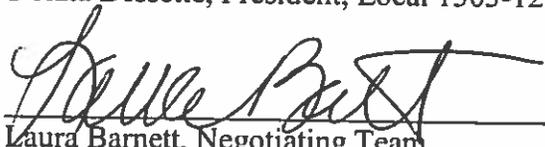
FOR THE COVENTRY  
BOARD OF EDUCATION

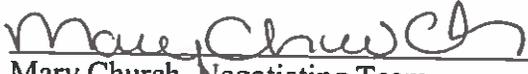
  
\_\_\_\_\_  
William Oros, Chairman

  
\_\_\_\_\_  
David J. Petrone, Superintendent of Schools

FOR LOCAL 1303-129 OF COUNCIL 4  
AFSCME, AFL-CIO

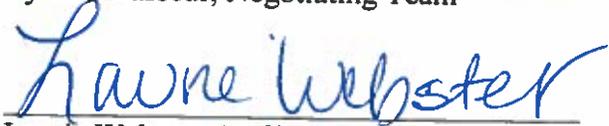
  
\_\_\_\_\_  
Donna Bessette, President, Local 1303-129

  
\_\_\_\_\_  
Laura Barnett, Negotiating Team

  
\_\_\_\_\_  
Mary Church, Negotiating Team

  
\_\_\_\_\_  
Diane Clancy, Negotiating Team

  
\_\_\_\_\_  
Lynn Levasseur, Negotiating Team

  
\_\_\_\_\_  
Laurie Webster, Staff Representative, Council 4  
AFSCME, AFL-CIO



## CAFETERIA WORKERS

### APPENDIX B

	<u>2.75%</u> <u>7/1/16</u>	<u>2.75%</u> <u>7/1/17</u>	<u>2.75%</u> <u>7/1/18</u>
Cook Manager	17.61	18.09	18.59
General Kitchen Worker	16.02	16.46	16.91

The Board shall pay an additional .25 per hour to each employee who successfully becomes and remains certified by the Connecticut Food Service Certification Program.