

WORKING AGREEMENT

BETWEEN

NORWALK BOARD OF EDUCATION

AND

NORWALK BOARD OF EDUCATION FOOD SERVICE WORKERS,
UNITED PUBLIC SERVICES EMPLOYEES UNION ("UPSEU")

Through June 30, 2020

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ARTICLE I **RECOGNITION**

Section 1.01

The Board of Education hereby recognizes Norwalk Board of Education Food Service Workers, United Public Service Employees Union ("UPSEU"), as the exclusive bargaining agent with respect to wages, hours and working conditions for all persons employed as Food Service Employees of the Norwalk Board of Education with the exception of Secretaries, Bookkeepers, Assistant Director, Director and Director of Distribution Services. The Union shall negotiate only for those employees working twenty (20) hours or more per week.

Section 1.02

The term "Board of Education" or "Board," as used in this Agreement, shall mean the Board or a committee of the Board.

ARTICLE II **MANAGEMENT RIGHTS**

Section 2.01

The Board maintains the exclusive right to direct the work force. This right shall include, but shall not be limited to, the right to (a) direct employees; (b) hire, promote and assign; (c) suspend, demote, discharge, or take other disciplinary action; (d) relieve or transfer employees from duty due to lack of work or for any other legitimate reasons, provided that if other factors are equal, the employees with the least seniority shall be the first transferred or laid off; (e) take any action necessary in order to maintain the efficiency of the School Lunch Program, including subcontracting bargaining unit work that can be performed more economically and efficiently provided that such subcontracting shall not result in the layoff of a bargaining unit employee; (f) determine the methods, means, manner and personnel by which services shall be rendered; (g) take any action necessary in situations of emergency, regardless of prior commitments, to carry out the responsibility of the Board of Education to the school children and the citizens of Norwalk; and (h) determine job content and create and revise job descriptions. The Board has the right to make reasonable rules and regulations.

In the event that the Board subcontracts bargaining unit work, bargaining unit members employed at the time of ratification and approval of this Agreement shall retain their individual rights concerning length of work day, shift and wage classification. Notwithstanding the foregoing, the Board shall retain its managerial right to take disciplinary action, including demotion, which may result in a change in title, wage classification and/or reduction in hours.

ARTICLE III
AGENCY SHOP AND DUES DEDUCTION

Section 3.01

All employees shall be required to join the Union, or pay an amount of money as service fees through payroll deduction equivalent to the pro-rata cost of collective bargaining, grievance adjustment, and contract administration, as a condition of continued employment. All employees not members or who are hired thereafter for work in this bargaining unit shall become or remain members in good standing following the successful completion of their probationary period, or shall pay an amount of money through payroll deduction as service fees dues as a condition of continued employment. Thereafter, failure to follow the prescriptions of this Article shall be cause for immediate dismissal by the Director.

However, any employee who is not a member of the Union may request an accounting from the Union and remittance to the employee on a pro-rata basis of any funds used by the Union for political or ideological purposes with which the employee is in disagreement.

Section 3.02

The Union shall indemnify and hold the Board harmless from any liability resulting from any and all claims, suits, or any action arising from compliance with this Article, including any attorney's fees arising as a result of any such claim, suit, or action or in reliance on any list, notice, certification or authorization furnished under this Article.

Section 3.03

The Board of Education agrees to deduct monthly, regular Union dues from the pay of each employee who has signed and submitted to the Board of Education a card authorizing such deduction unless authorization is revoked by the employee in writing. The amount of the deduction of dues or service fees is dependent upon the employee earning sufficient monies to pay these dues. The dues and service fees so deducted shall be sent monthly to the UPSEU office of the Union provided the location of the office is communicated to the Norwalk Administration.

ARTICLE IV
EMPLOYEE LISTS AND INFORMATION

Section 4.01

At the conclusion of the probationary period, the President of the Union shall be notified in writing of all newly hired employees, their classification, date of hire, hours of work, hourly wage, and work assignment. At the beginning of each school year, the Board shall furnish to the Secretary of the Union an alphabetical list of all employees covered by this Agreement, including date of employment and the then current salary of each and keep the Union notified of any changes thereof each month for all employees covered by this Agreement; said list shall include the assigned employee number but not the individual's social security number. The Board also agrees to furnish to the Secretary of the Union

sufficient copies of this Agreement to enable her to supply copies to all Union members.

Section 4.02

All newly hired employees shall serve a probationary period of ninety (90) working days. Upon mutual agreement of the Board and the Union, the probationary period may be extended up to an additional ninety (90) working days. Upon completion of the probationary period, the length of service of such new employees shall date from the date of actual work. Probationary employees may be terminated, suspended or otherwise disciplined for any reason and shall have no recourse to the Grievance and Arbitration procedure beyond Step 1.

Section 4.03

The Board of Education shall continue to provide reasonable bulletin board space for Union communications and notices.

ARTICLE V
PROMOTIONS, TRANSFERS, AND REDUCTION IN FORCE

Section 5.01

All vacancies in any job classification covered by this Agreement shall be posted for a period of ten (10) days at the office of the Director on the bulletin boards in each food preparation center and on the Human Resources Office bulletin board.

Section 5.02

Senior employees shall be given preference if all other factors are equal.

Section 5.03

If one or more schools are closed permanently by decision of the Board, no job guarantees can be offered. However, the Food Services Department will make every effort to provide employees with an equal job opportunity in another school operated by the Food Services Department. Employees shall be transferred according to their seniority to another school. If a layoff is necessary, the least senior employee will be laid off first.

Section 5.04

Upon promotion from one job classification to another, promoted employees shall be placed in the higher classification in the step allowing a minimum increase of twelve and one-half (12-1/2%) percent per hour. In cases of promotion from general worker to assistant, the Manager of the cafeteria must state in writing that the promoted employee has been trained and is fully capable of assuming all of his or her new duties and responsibilities. The training period shall be no less than five (5) but not to exceed thirty (30) working days. The increase will go into effect at the end of the training period. If, during the training period, the Director determines that the employee is not qualified or the employee is dissatisfied with the new position, the employee shall be returned to the previous position at the previous rate of pay.

Section 5.05

The Board will provide copies of all current and new bargaining unit job descriptions to the Union.

ARTICLE VI HOURS OF WORK

Section 6.01

The Board of Education, Food Services Department, agrees to provide the Union with a list of scheduled hours for each employee covered by this Agreement at the end of each September. The work year of employees will be increased to include two required and planned professional days scheduled by the Director, during which attendance shall be mandatory, for the purpose of holding training workshops or other work functions. On the first professional day, employees shall be paid for the actual time spent in the training session. On the second professional day, employees shall be paid the same amount as they are paid for a regular work day.

ARTICLE VII WAGES

Section 7.01

- A. The Food Services Base Wage Schedule is attached to this Agreement.
- B. All regular overtime beyond their designated hours shall be paid at regular rates provided these combined hours not exceed forty (40) hours per week.

Section 7.02

When an employee performs work in a higher classification than his/her classification for more than three (3) consecutive days, he/she shall receive the higher rate of pay in that higher classification remaining on the same step, while assigned to such work or responsibility.

Section 7.03

When an employee works catering functions outside of regular working hours, including Sunday, he or she shall be paid time and one-half for all work performed for a minimum of two (2) hours. On Sunday only, if a food service employee assists an outside group in catering their own function, the food service employee(s) will be paid double time for all work performed for a minimum of two hours. Any time worked outside of the regular schedule must have prior authorization by the Supervisor.

Section 7.04

- A. On a regular school day when schools are closed or the opening of schools is delayed due to weather or other emergency, those employees who have reported for work shall be paid for actual hours worked, with a minimum of one hour paid at the employee's straight time rate.
- B. If a single school is closed for one day because of a temporary emergency, such as

a boiler breakdown, the Board shall provide equal time to its employees in another school operated by the Food Services Department of the Board of Education. If the employee refuses this equal time, he or she shall not be paid.

ARTICLE VIII
PERSONAL DAYS

Section 8.01

Employees shall be paid for holidays during the school year as listed below, regardless of the day of the week upon which it falls:

Columbus Day	Martin Luther King Day
Veteran's Day	Presidents' Day
Thanksgiving Day (Thursday and Friday)	Good Friday
Christmas Day	Memorial Day
New Years Day	

Additional holidays will be paid as follows:

Labor Day - provided school is open prior to Labor Day
One Jewish High Holy Day, provided it falls on a school day.

In years when school is in session on Columbus Day and/or Veterans Day, the Administration will designate a floating holiday(s) in order as needed:

1. The second Jewish High Holiday provided school is not in session on that day.*
2. Election Day.

* If the second Jewish High Holiday falls on a day that school is in session, Election Day will be designated and if there remains a need for an additional holiday then Christmas Eve will be designated.

Section 8.02

Personal Day. In each contract year, employees shall be eligible for two (2) personal days without loss of pay for important personal or family business that can only be transacted during the school day. Personal days may be taken with two (2) weeks advance notice and the approval of the Director. In unusual circumstances, the Director may waive the notice requirement. It is agreed that the work day immediately preceding and following a holiday or vacation may not be taken as a personal leave day, and such days may not be carried from year to year. However, one (1) unused personal days shall be added to the employee's sick day bank.

Personal days may not be taken during the probationary period.

ARTICLE IX
LEAVE PROVISIONS

Section 9.01

- A. After three months continuous employment, all newly hired employees shall be entitled to accrue up to eleven (11) days of sick leave for the ten (10) month school year, at a rate of one (1) day per month, however in January employees will accrue two (2) days of sick leave. Sick leave for newly hired employees will be prorated with one (1) day granted for each school month remaining after completion of the probationary period, with the exception of January, in which the employee will be granted two (2) days.
- B. All other employees shall be entitled to eleven (11) sick days per year, starting with the second full week of the school year.
- C. Unused sick days can accumulate to a maximum of one hundred and ten (110) days.
- D. Employees hired before July 1, 2011 who retire under the terms of the City of Norwalk Food Service Employees Pension Plan and survivors of deceased employees shall be entitled to, and receive pay for, accrued sick leave up to a maximum of one hundred (100) accrued days paid at the rate of fifty percent (50%) for each accrued sick leave day. Employees hired on or after July 1, 2011 shall not be entitled to any accrued sick leave pay-out benefit.
- E. Sick leave must be used for personal illness. The administration will seek disciplinary action against anyone abusing the sick leave provision.
- F. In order to return to work after three consecutive days of sick leave, the employee must provide a valid fitness for duty certificate to the Director or his or her designee, verifying that the employee is medically fit to return to duty.
- G. In cases of special leave for illness or physical incapacity in the employee's immediate family or extenuating circumstances, the Superintendent or designee

may grant leave for these personal responsibilities without pay.

- H. Except for an emergency, all requests for personal leave of absence must be submitted in writing to the Human Resources Office no less than one month prior to the date of departure. All requests are subject to approval by the Superintendent or designee.

Section 9.02 - Bereavement Leave

Employees may be absent without loss of pay up to four (4) school days when:

There is a death in the immediate family. The words "immediate family" shall be held to embrace all those lineally related to the employee - parents, grandparents, brother, sister, child, grandchild. Also, spouse, step-child, son-in-law, daughter-in-law, mother-in-law, father-in-law. An employee may be absent without loss of pay for one (1) day when there is a death of an uncle, aunt, niece, nephew, first cousin, brother-in-law, sister-in-law. If additional time is required because of distance or religious practices, the employee may request leave without pay.

ARTICLE X
SPECIAL ALLOWANCES

Section 10.01 - Uniform Allowance

Uniform allowance per ten (10) month school year shall be paid as follows:

For each contract year, the Board shall establish an account with a uniform supply outlet for each employee in the amount of Ninety (\$90) Dollars per ten (10) month school year. The employees may use the account to purchase uniform pants and shoes. Uniform shirts are provided by the Board's food services managing contractor.

Employees shall launder their own uniforms and aprons. All employees shall report to work in an approved uniform and shall wear a hairnet. Uniform accounts shall be prorated at one-tenth per month of the yearly allowance for any employee starting after the opening of schools or leaving before the end of the school year.

Section 10.02 - Physical Examinations

If the Board of Health requires a yearly physical examination of Food Service employees, each employee shall be required to obtain a physical examination, including chest x-ray or tine test, by the Board of Education doctor at no cost to the employee or by the employee's doctor at his/her expense. A doctor's certificate with negative chest x-ray or tine test result must be received by the Food Services Department with the opening of schools for all employees and shall be a condition of employment.

Section 10.03 - Longevity

Effective in the 2018 - 2019 school year, any employee who has completed fifteen (15) years of continuous service with the Food Services Department of the Norwalk Board of Education as of the first school day of each school year covered by this Agreement shall be

entitled to annual longevity in the amount of \$350.

Effective in the 2018 - 2019 school year, any employee who has completed 12, 13 or 14 years of continuous employment with the Food Services Department of the Norwalk Board of Education as of the first school day of each school year of this Agreement shall be entitled to annual longevity pay of \$325.

Effective in the 2018 - 2019 school year, any employee who has completed ten (10) or eleven (11) years of continuous employment with the Food Services Department of the Norwalk Board of Education as of the first school day of each year of this Agreement shall be entitled to annual longevity pay of \$300.

Longevity payments shall be made in the first pay-period of February.

Section 10.04 - Car Allowance and Money Transport

(a) Employees required to travel from work location to work location with their own vehicle as part of their work assignment will be compensated for actual mileage at the IRS rate.

(b) Employees who transport bank deposits to Central Kitchen or other locations as ordered shall be paid an additional one-quarter (1/4) hour per day travel time.

Section 10.05 - Pension Plan

Effective July 1, 2002, and each contract year thereafter, eligible employees will contribute three (3%) percent of wages to participate in a pension plan administered by the Food Service Employees Pension Board. An eligible employee retiring initially or seeking any disability benefit on or after July 1, 2002 shall be entitled to participate in the pension plan under the terms and conditions described in the pension booklet providing a benefit equal to two (2%) percent of final salary multiplied by the number of years of service up to a maximum of thirty (30) years, subject to the terms in such booklet. The Board shall appoint one member to the pension plan administration board. Under no circumstances shall the pension plan in effect on July 1, 2002 be applied, retroactively or in the future, to any employee or former employee who has terminated employment or has become disabled before that date.

Section 10.06 - Insurance

Prior to January 1, 2015, the current insurance plan for this bargaining unit shall remain unchanged.

Effective January 1, 2015, each food services employee who is regularly working thirty (30) hours or more per week shall be entitled to individual and/or spouse coverage in a High Deductible Healthcare Plan (HDHP) with \$2,000 single/\$4,000 family deductible and Health Savings Account (HSA) feature. The Board will fund 75% of the applicable deductible/HSA. Effective January 1, 2016 the Board will fund 65% of the applicable HDHP deductible/HSA. The Board's contribution to the deductible will be made in two

equal installments each year.

Any employee ineligible for the HDHP/HSA will be offered a Health Reimbursement Account (HRA).

Dental Insurance: Dental Care Plan, or a comparable plan, as provided to the bargaining unit on June 30, 2013.

Vision Care: Vision Care Plan, or a comparable plan as provided to the bargaining unit on June 30, 2013.

Employee Premium Cost Share

Employees shall contribute, through payroll deduction pursuant to an I.R.C. Section 125 Plan, the following percentages of the allocation cost for medical, dental, vision care and prescription drug coverage:

Upon the date the Agreement is ratified and approved	15%
Effective July 1, 2018	16%
Effective July 1, 2019	17%

Life Insurance - All employees covered by this Agreement and regularly working twenty (20) hours or more per week shall be covered by life insurance in the amount of Fifty Thousand (\$50,000) Dollars.

Section 10.07

An employee entitled to medical coverage set forth in Section 10.06 who retires on or after July 1, 2006 and who has worked for the Food Services Department for a minimum period of ten (10) years and who, at the time of retirement, has worked a minimum of thirty (30) hours per week and who is not otherwise eligible for primary medical insurance coverage, shall receive the following retiree health insurance benefit:

- A. Any employee who retires before age sixty-five (65) may, at his/her option, continue his or her participation in the Board's health insurance plan at the group rate until he or she reaches age sixty-five (65) if he/she pays the full yearly insurance premium.
- B. Retirees covered by Medicare/Medicaid may choose to enroll in a Medicare Supplemental Insurance Plan sponsored by the Board, as amended from time to time, subject to payment of the insurance premium based on the following table:

<u>Years in the Food Service Department</u>	<u>Employee % Paid</u>	<u>Board % Paid</u>
10 or less	100	0
11 to 15	80	20

16 to 20	60	40
21 to 25	40	60
26 to 30	20	80
31 or more	0	100

- C. Retirees who elect insurance coverage pursuant to either paragraph A or B above shall pay the insurance premiums in the manner specified by the Board.
- D. There shall be no spousal or dependent coverage in connection with retiree insurance.
- E. Employees hired on or after July 1, 2011 are not eligible for post-employment medical insurance.

Section 10.08

The Board may change insurance carriers upon ninety (90) days prior notification to the Union. The Board further agrees that a change in insurance carriers will result in equivalent and/or better benefits and will not change carriers more than once each year.

ARTICLE XI
GRIEVANCE PROCEDURE

Section 11.01

Grievance shall mean a claim by the food service worker or a group of workers that there has been a violation, misinterpretation or misapplication of the provisions of this Agreement. Grievances are to be settled at the level closest to the source of the grievance. For example, a food service worker first shall discuss the grievance with his or her direct superior. If satisfaction is not obtained, the following steps shall apply:

Step 1 - The employee, and/or the Union steward, shall take up the grievance or dispute with the Director or his/her designee within ten (10) working days of the event giving rise to the grievance or when the employee knew or should have known of its occurrence. The Director or his/her designee shall attempt to adjust the matter and shall respond to the employee and/or Union within five (5) working days.

Step 2 - If the grievance has not been settled, it shall be presented in writing by the employee or local Union official to the Chief Operations Officer or his or her designee within five (5) working days of the Director's response. The Chief Operations Officer or his or her designee shall respond to the employee or Union president, in writing, within five (5) working days.

Step 3 - If the grievance is still unsettled after Step 2, the Union may, within fifteen (15) working days after the Chief Operations Officer or his or her designee's reply, by written notice to the other, request arbitration by the State Board. Said Board shall hear and act on such dispute in accordance with its rules and regulations.

The arbitrators shall not have any power to add to or subtract from, vary, modify or amend the terms of this Agreement. The decision of the arbitrators shall be final and binding.

Section 11.02

After initial submission of a grievance, time limits on replies at various levels of the proceedings may be extended upon mutual agreement of both parties.

Section 11.03

No employee who has completed the probationary period shall be terminated, demoted or suspended without just cause.

ARTICLE XII
JURY DUTY

Section 12.01

Any employee required to report for jury duty shall, upon written confirmation, receive the difference between his/her regular wages and jury allowance from the employer during this period.

ARTICLE XIII
DURATION

Section 13.01

This Agreement shall become effective when it is signed and shall remain in full force and effect until the 30th day of June, 2020. No provision shall be retroactive to the effective date of this Agreement unless it so states. It may be amended or terminated upon the expiration date of said Agreement by giving the other party not less than one hundred fifty (150) days written notice. After that such notice is given, negotiations shall begin not less than one hundred twenty (120) days prior to the expiration date.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this, _____ day of _____, 2018.

NORWALK BOARD OF EDUCATION

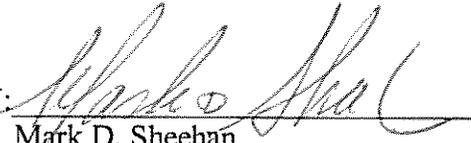
UNITED PUBLIC SERVICE EMPLOYEES
UNION, NORWALK BOE FOOD
SERVICE WORKERS

BY: 

BY: 
Steven Browning, Local President

BY: _____

BY: 
Kevin E. Boyle, UPSEU President

BY: 
Mark D. Sheehan
Labor Relations Representative

BASE WAGE SCHEDULE FOR EMPLOYEES

Cook Managers*

High School

	Retroactive to July 1, 2016	Retroactive to July 1, 2017	Effective July 1, 2018	Effective July 1, 2019
Step A	21.58	22.23	22.90	23.59
Step B	22.42	23.09	23.78	24.49
Step C	23.34	24.04	24.76	25.50
Incumbent	25.09	25.84	26.62	27.42

Middle School

	Retroactive to July 1, 2016	Retroactive to July 1, 2017	Effective July 1, 2018	Effective July 1, 2019
Step A	19.26	19.84	20.44	21.05
Step B	20.17	20.78	21.40	22.04
Step C	21.05	21.68	22.33	23.00
Incumbent	22.72	23.40	24.10	24.82

Elementary (Floater)

	Retroactive to July 1, 2016	Retroactive to July 1, 2017	Effective July 1, 2018	Effective July 1, 2019
Step A	17.03	17.54	18.07	18.61
Step B	17.73	18.26	18.81	19.37
Step C	18.51	19.07	19.64	20.23
Incumbent	20.18	20.79	21.41	22.05

Step Advancement: Employees paid below the incumbent rate shall advance one step at each of the following intervals: (1) Retroactive to July 1, 2016; (2) Retroactive to July 1, 2017; (3) Effective July 1, 2018; (4) Effective July 1, 2019.

*The practice of paying cook managers during school recess periods will be continued only for those eight (8) cook managers receiving such pay as of June 30, 2010.

**BASE WAGE SCHEDULE FOR EMPLOYEES
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Assistant Cooks

	Retroactive to July 1, 2016	Retroactive to July 1, 2017	Effective July 1, 2018	Effective July 1, 2019
Step A	15.69	16.16	16.64	17.14
Step B	16.47	16.96	17.47	17.99
Step C	17.01	17.52	18.05	18.59
Incumbent	19.00	19.57	20.16	20.76

Food Service Workers

	Retroactive to July 1, 2016	Retroactive to July 1, 2017	Effective July 1, 2018	Effective July 1, 2019
Start	14.19	14.62	15.06	15.51
Step A	14.49	14.92	15.37	15.83
Step B	14.75	15.19	15.65	16.12
Step C	15.23	15.69	16.16	16.64
Incumbent	16.79	17.29	17.81	18.34

Drivers

	Retroactive to July 1, 2016	Retroactive to July 1, 2017	Effective July 1, 2018	Effective July 1, 2019
Start	17.10	17.61	18.14	18.68
Step A	17.39	17.91	18.45	19.00
Step B	17.71	18.24	18.79	19.35
Step C	18.14	18.68	19.24	19.82
Incumbent	19.23	19.81	20.40	21.01

Step Advancement: Employees paid below the incumbent rate shall advance one step at each of the following intervals: (1) Retroactive to July 1, 2016; (2) Retroactive to July 1, 2017; (3) Effective July 1, 2018; (4) Effective July 1, 2019.