



AGREEMENT

BETWEEN

THE MANCHESTER BOARD OF EDUCATION

AND THE

FOOD SERVICE EMPLOYEES

LOCAL NO. 991

OF COUNCIL NO. 4

AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO

July 1, 2020

To

June 30, 2024

COUNCIL **4**
In the Public Service

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This Agreement is entered into by and between the Manchester Board of Education (hereinafter referred to as the "Board") and Local 991 of Council No. 4, American Federation of State, County and Municipal Employees, AFL-CIO, (hereinafter referred to as the "Union") and its successors.

ARTICLE I
RECOGNITION AND MANAGEMENT RIGHTS

- 1.0 The Board recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining on matters of wages, hours and other conditions of employment for all of its cafeteria employees, excluding the Food Service Director, Production Supervisor and Secretary.
- 1.1 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 the rights, powers and authority heretofore had by it, and shall have the sole right, responsibility and prerogative of management of the affairs of the Board of Education and direction of the working forces, including, but not limited to those rights provided by Conn. Gen. Stat. 10-220 and the following:
- a) To determine the care, maintenance and operation of equipment and property used for and in behalf of the purposes of the Board.
 - b) To establish or continue policies, practices and procedures for the conduct of Board business and, from time to time, to change or abolish such policies, practices, or procedures.
 - c) To discontinue processes or operations or to discontinue their performance by employees.
 - d) To select and to determine the number and types of employees required to perform the Board's operations, and to create, modify and/or eliminate positions accordingly.
 - e) To employ, transfer, promote or demote employees, or to lay off, furlough, 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 employees affected by them. Nothing in the preceding sentence shall be construed to prevent the Board from taking disciplinary action against an employee for conduct not prohibited by a specific rule or regulation if the employee should reasonably have known that such conduct was improper.

- g) To create job specifications and revise existing job specifications, subject to the Union's right to negotiate the assigned wage rates.
- h) To determine the work year, work day and work schedules for employees.

ARTICLE II
HOURS OF WORK, WAGES AND HOLIDAY PAY

- 2.0 Hourly wages will be in accordance with Appendix A. Employees will be credited with ten (10) paid holidays. These are Columbus Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day, New Years Day, Martin Luther King Day, Presidents' Day, Good Friday, and Memorial Day. An employee must work a complete shift, or may be required to provide a doctor's certificate verifying an illness, or be on approved leave on the work day immediately preceding and immediately following a holiday to receive pay for that holiday.
- 2.1 Employees assigned to perform the duties of a higher classification due to a vacancy or the absence of a regular employee shall be paid the hourly rate of the higher classification, provided the employee completes the assigned tasks required for the higher classification during the duration of the assignment. If an employee's assignment to a higher classification is anticipated to last at least twenty (20) working days, then the employee shall be paid at the hourly rate of the higher classification for any paid holidays that occur during the assignment.
- 2.2 The Board agrees to cover employees under the provisions of the unemployment compensation laws of the State of Connecticut. An employee will not suffer loss of income if injured or absent because of a job-related injury while they are receiving Workers' Compensation; not to exceed nine (9) months from date of injury. They will continue to receive their regular payroll checks and, in the event that compensation checks are sent directly to them, these checks shall be signed over to the Board of Education.
- 2.3 No substitutes shall be used when regular employees are available to work.

When school is cancelled, employees shall not be paid.

Employees who are notified prior to their start time and told not to report to work on an early dismissal day shall not be paid.

If an employee is already working on his/her shift when the early dismissal notification is made, the employee will be paid for the hours worked, but in no case for less than three (3) hours of work. If the employee works in a school that will not have food service as a result of the early dismissal, the lead kitchen operator shall call the food services department office to learn what work needs to be done prior to the end of the work day.

- 2.4 Employees who work special functions (after 4:00 p.m.) and/or weekend functions shall be paid one and one half (1½) their regular rate. Double time will be paid for all work performed on Sunday.
- 2.5 All employees shall be paid by direct deposit.
- 2.6 Subject to the operating needs of the BOE, employees will be granted paid rest periods of ten (10) minutes for every six (6) hours worked. Said rest periods shall be scheduled to meet the needs of the BOE and shall ordinarily be scheduled in the middle portion of each shift. There may be temporary emergency situations requiring the employees' constant presence in the work situation where the rest period cannot be granted. Notwithstanding the above, the employee shall not waive his/her right to grieve where a pattern of denial of rest periods over a period of time can be shown.

ARTICLE III **SENIORITY, LAYOFF AND RECALL**

- 3.0 Within thirty (30) days of the signing of this Agreement and annually thereafter at the beginning of each school year, the board shall furnish the union secretary with a list of all employees in order of their seniority, together with the then current salary for each. For the purpose of this Article, seniority shall be defined as the last date of hire of a Cafeteria employee. Upon completion of their probationary period, new employees shall be added to this list.
- 3.1 Layoff shall be defined as an indefinite termination of services due to lack of work, involuntary demotion, or involuntary reduction of work hours. Layoffs shall take effect within classification, with the least senior employee being laid off first, and shall take effect as follows:
- A. Whenever an employee is scheduled to be laid off, said employee shall be entitled to replace any employee with less seniority in a lower or equivalent paid classification for which the employee is qualified.
 - B. Employees subject to layoff as defined above shall be recalled within classification in the reverse order. Recall rights are limited to one (1) year.

ARTICLE IV **VACANCIES AND TRANSFERS**

- 4.0 All vacancies and new positions shall be sent electronically to all locations and posted on the Union bulletin boards for all Cafeteria employees for a period of five (5) working days, prior to any action taken by the Board of Education to fill such vacancies and/or new positions. Qualified employees will receive first consideration over outside applicants. If the senior employee successfully bids for the vacancy or new position, the five (5) working day posting shall be waived. Employees wishing to fill such vacancies

or new positions will submit a bid sheet to Human Resources, the Union President and the Food Service Director. Employees expressing a desire to fill the vacancy, or new position and who were not selected for such assignment, in accordance with the provisions of this Agreement, may appeal the action through the grievance procedure.

- 4.1 When job vacancies are posted to the membership, an electronic copy of said posting shall be sent at the same time to the Union President. The Union President also shall receive in writing the name of the person appointed to the vacancy no later than five (5) working days after such appointment.
- 4.2 All vacancies that the Board has determined to fill shall be filled within thirty (30) working days from the date of an employee vacating a position or of the establishment of a new position.
- 4.3 When an employee is retained in a vacancy or new position for a period of sixty (60) working days then he/she shall be considered qualified and allocated to said position, if the position continues to exist, otherwise he/she shall return to his/her former position. During such probationary period, it shall be the sole responsibility of the Food Service Director to evaluate performance and if deemed unsatisfactory, he/she shall return to his/her position. For new hires, the Board may extend the probationary period for an additional thirty (30) working days upon notification in writing to the employee and the Union. Any further extension beyond ninety (90) working days shall be with the approval of the Union. During an employee's probationary period, the Board shall have the right to discipline or discharge an employee, and the employee shall have no recourse to the grievance procedure.
- 4.4 Once a member has bid and filled a position, his/her bid rights are then frozen for one (1) school year except the employee shall have the opportunity to bid on vacancies in a higher or lower classification. An employee will have one additional bid over and above the annual bid right every five (5) years.
- 4.5 A complete set of job descriptions for the following positions (a) general worker; (b) cook; (c) lead kitchen operator; and (d) assistant cook shall be furnished to the Union.
- 4.6 When lead kitchen operator, head cook and assistant cook positions are vacant, selection for promotion shall be based on satisfactory past performance, attendance, experience, as well as an interview with the prospective administrative and/or supervisory personnel. In the event two or more applicants are ranked equal, then seniority shall be the deciding factor for awarding the promotion.

ARTICLE V

PERSONAL LEAVE

- 5.0 Each employee shall have added to their sick leave account at current base pay ten (10) working days. Employees hired prior to July 1, 2010, will have no limit to the amount of

unused sick leave that can be accumulated. New hires hired on or after July 1, 2010, will be limited to sixty (60) days of accumulation. Each employee shall earn sick leave at 1.0 days per month. Each employee shall be entitled to use such sick leave with full pay as has accrued to his/her credit. Each employee shall be notified of his/her accumulated sick leave, by letter, at the beginning of each calendar year. Accumulated sick time of employees shall be listed annually. Doctor and dentist visits are charged to sick leave.

If an employee's immediate family meets the criteria for a serious health condition per the Family Medical Leave Act (F.M.L.A.), the employee may use accumulated sick leave up to five (5) days of such leave for a spouse, parent or child. Medical certification will be required.

- 5.1 In the event of absence of a cafeteria employee for illness in excess of four (4) consecutive working days, the Director of Food Services may request the filing of a doctor's certificate, or the Director of Food Services may, if he has reasonable cause to believe that there is an abuse of sick leave policy, require an examination by an independent physical, such examination to be at the Board's expense.
- 5.2
 - A. Unit members shall be entitled to three (3) days of paid personal leave in each year of the Agreement. Such leave shall be non-cumulative. These days shall not be used in conjunction with school vacations, holidays or on other days when no lunch is served, unless approved by the Superintendent or his/her designee.
 - B. Unit members shall be entitled to three (3) days paid bereavement leave in each year of the Agreement for funerals for immediate family members. These days would include a half day for funerals outside of the family. Immediate family for purposes of this section is defined as spouse, children, step children, parents, in-laws, siblings, grandparents, grandchildren, or any individual who is living in the employee's home who is regarded as one of these close relatives.
- 5.3 Application for personal leave shall be made to the Director of Food Services at least forty-eight (48) hours prior to the taking of such leave, except in cases of emergency.
- 5.4 In exceptional cases, the Superintendent may grant additional sick or personal leave with pay. Requests for such additional leave shall be in writing and signed by the employee, if possible.
- 5.5 Employees hired prior to July 1, 2010, upon retirement, shall receive, on the basis of his/her current wages, full compensation for any of his/her unused accumulated sick leave up to a maximum of sixty (60) days.

For each eligible retiring employee who has reached the age of fifty-five (55) during the calendar year of the employee's retirement, the Board shall contribute the applicable compensation amount under the provisions of this section into a 401(a) plan established by the Board. Such contribution into the 401(a) plan shall be mandatory for each such eligible retiring employee. The Board shall make such contributions within sixty (60)

days after the effective date of the employee's retirement. For any eligible retiree who has not reached the age of fifty-five (55) as of the date of retirement, the Board shall pay directly to the employee the dollar amount applicable to such employee for the payment for unused sick leave, with such amount to be determined in accordance with the provisions of this contract section. Such payments shall be made within the same time period applicable to 401(a) contributions under the provisions of this section.

5.6 To attend professional conferences or take courses of study which the Director of Food Services determines will contribute to, or increase the employee's knowledge with regard to betterment of the public service. Such approvals will be granted only where approved or budgetary provisions have been made for the above mentioned purposes.

5.7 A. The union officials shall be allowed reasonable time off to attend Union conferences and/or conventions. Requests must be made in writing and at least three (3) days in advance.

B. Union officials and stewards will make every effort to perform their duties after work hours so that absences from work will be kept to a minimum.

5.8 A. Leaves of absence without pay may be granted by the Superintendent for not longer than one (1) year. Requests for such a leave without pay shall be made in writing to the Superintendent and shall include a statement of the reasons therefore and of the length of leave required.

The employee shall notify the Superintendent in writing no later than May 1 or thirty (30) days prior to the leave ending of his/her intention to return. If no written communication is received by the Superintendent, then it is agreed by all parties that the employee has terminated his/her employment with the Board.

B. An employee will be reinstated from leave of absence without pay, but without any preferred status from his/her prior employment, to any position comparable, to the position the employee last held with the Board.

C. Any employee who is on leave of absence without pay shall not be paid for any holiday or sick leave during the period of absence. Any vacation time due an employee at the time of taking a leave of absence without pay, may be paid at the time. Authorized leaves of absence for one month or less will not be used as a basis of reducing employee's benefits.

5.9 The Board shall comply with all applicable laws with respect to pregnancy leave. An employee may make application to the Director of Food Services for an unpaid childbearing leave, which may not exceed the school year in which the child is born and one additional year.

5.10 Sick Leave Bank

- A. The Sick Leave Bank shall be established to assist employees who, as a result of serious or extended illness or injury, have exhausted their accumulated sick leave. In order to be eligible to participate in withdrawals from the Sick Leave Bank, an employee must meet the following criteria:
1. The employee or immediate family member must have a serious illness or extended injury, verified by the Sick Leave Committee. The Sick Leave Committee may require medical or other information to facilitate its ability to verify the employee's or immediate family member's illness or injury.
 2. Such illness or injury has caused the employee to exhaust all of his/her accumulated sick leave days.
 3. The days donated by each employee will be subtracted from his/her accumulated sick leave.
 4. Employees may contribute up to two (2) days annually to the Sick Leave Bank. However, for the 2020-21 contract year and for any year in which the total number of sick days in the Sick Leave Bank falls below two hundred (200) days employees may contribute up to three (3) days.
 5. Days contributed will not be returned to the employee in any form.
 6. To be eligible, new employees and employees returning from leave may contribute one (1) or two (2) days immediately upon hiring or returning.
 7. In order to apply for the benefits in the Sick Leave Bank, an employee must have contributed at least one (1) day by September 30 of each year. Such contribution is timely until the following September 29.
- B. Procedure:
1. The eligible employee, as determined by the above criteria, must submit a letter to the Sick Leave Committee explaining how he/she meets the eligibility criteria and request permission to draw upon the Sick Leave Bank. The Sick Leave Committee shall consist of three (3) members of the bargaining unit and two (2) representatives of the Administration, as designated by the Superintendent. The Union President shall serve ex-officio.
 2. The Sick Leave Committee shall, within fifteen (15) school days of receipt of the letter, render a decision as to the use of the Sick Leave Bank days.
 3. Sick Leave Bank days may not exceed thirty (30) for any one application. If the employee's illness or injury extends beyond the number of Sick Leave Bank days granted, he/she may apply for additional days. The cumulative grant of Sick Leave Bank days over the course of an employee's total employment with the Board shall not exceed ninety (90) Sick Leave Bank days.
 4. Unused granted days will be returned to the Sick Leave Bank at the end of the employee's leave. The Sick Leave Bank shall have a minimum of two hundred (200) days in reserve.

5. The decisions of the Sick Leave Committee are final and are not subject to the grievance procedure.
6. The Sick Leave Committee shall be responsible for keeping records regarding contributions to and withdrawals from the Sick Leave Bank and shall advise the Superintendent or his/her designee of days contributed by individual staff members.
7. The Superintendent or his/her designee shall adjust records to reflect transfer of days between individual employees and the Sick Leave Bank.
8. In no case shall any sick days contributed to or received from the Sick Leave Bank be included in calculating any employee's compensation for unused sick leave upon retirement under Section 5.5 of this Agreement.
9. The Union agrees to save the Sick Leave Committee and the Board of Education and all of its members, employees and/or agents harmless from any and all claims, lawsuits, damages, attorneys' fees and/or liability of any kind arising out of the operation of the Sick Leave Bank.

ARTICLE VI
HEALTH INSURANCE AND PENSION

6.0 Cafeteria personnel who work 20 hours or more per week, their spouses and their dependents shall have provided for them by the Board of Education to the extent indicated the following insurance coverage.

Health Savings Account (H.S.A.) Plan

Bargaining unit employees may participate in the following HSA Plan. The HSA Plan shall be the sole plan offered to employees in the bargaining unit.

	In-Network	Out-of-Network
Annual Deductible (individual/aggregate family)	\$2,000/4,000	
Co-insurance	N/A	20% after deductible up to co-insurance maximum
Co-insurance Maximum (individual/aggregate family)	N/A	\$3,000/\$6,000
Cost Share Maximum (individual/aggregate family)	\$5,000/10,000	
Lifetime Maximum	Unlimited	
Preventive Care	Deductible not applicable	20% co-insurance after deductible, subject to co-insurance limits
Prescription Drug Coverage	Treated as any other medical expense, subject to post-deductible drug co-payments as set forth below.	

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

For each eligible employee, the Board will fund fifty percent (50%) of the applicable deductible amount. For each contract year, one-half of the Board’s contribution toward the HSA plan deductible will be deposited into the HSA accounts in September, and the remaining one-half of the Board’s contribution will be deposited into the HSA accounts in January. The Board’s contribution toward the funding of the deductible shall not be deemed an element of the underlying insurance plan. Rather, the Board’s contribution toward the funding of the deductible shall relate solely to the manner in which the deductible shall be funded for actively employed individuals. The Board shall have no obligation to fund any portion of the deductible for retirees or other individuals upon their separation from employment.

Health Reimbursement Account: A Health Reimbursement Account (“HRA”) shall be made available for any employee who is precluded from participating in a Health Savings Account (“HSA”) because the employee receives Medicare and/or veterans’ benefits. The annual maximum reimbursement by the Board for employees participating in the HRA shall not exceed the dollar amount of the Board’s annual HSA contribution for employees enrolled in the HSA. The Board shall have no responsibility for any administrative and/or monthly costs associated with the set-up and/or administration of the HRA.

Premium Contributions: Eligible employees shall contribute the following premium contributions for the cost of HSA Plan:

Effective and Retroactive to July 1, 2020	Effective July 1, 2021	Effective July 1, 2022	Effective July 1, 2023
28%	28%	28%	28%

The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) §4980I, or similar statute if amended, the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. Should any Federal statute or regulation pertaining to IRC §4980I be mandated to take effect during the term of this Agreement, triggering the imposition of an excise tax, or similar if amended, with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations. During such mid-term negotiations, the parties will reopen the health insurance provisions of Article VI for the purpose of addressing the impact of the excise tax. No other provision of the contract shall be reopened during such mid-term negotiations.

The Board shall have the right to self-insure for any of the insurance benefits described in this Article and/or to change administrators/carriers/plans for any of the insurance benefits, provided that the overall level of benefits remains substantially comparable to the overall level of benefits in effect immediately preceding any such change.

- 6.2 All bargaining unit members shall be entitled to participate in the Defined Contribution retirement plan for Town of Manchester employees. The minimum retirement age and other Plan provisions shall be in compliance with the Town of Manchester pension ordinance. All employees hired prior to September 1, 2016, and who were enrolled in the Town's defined benefit plan shall be eligible to remain in the Defined Benefit Plan. Human Resources must be notified in writing no later than 60 days prior to the date of retirement.
- 6.3 The Board shall provide \$10,000 life insurance coverage for active staff. Retirees may purchase this benefit at the group rate.
- 6.4 All medical and/or pension contributions shall be subject to IRS Code 125.
- 6.5 Full Service Dental Plan - individual and family plan including the rider for unmarried children. A Dental Rider shall also be made available to employees. Both the Full Service Dental Plan and Dental Riders shall be made available at 100% the employee's expense.

ARTICLE VII

DISCIPLINARY PROCEDURE

- 7.0 The provisions of this Article shall not apply to probationary employees. During an employee's probationary period, the Board shall have the right to discipline or discharge an employee, and the employee shall have no recourse to the grievance procedure.
- 7.1 All disciplinary actions shall be applied in a fair manner and shall not be inconsistent with the infraction for which the disciplinary action is being taken.
- 7.2 Disciplinary actions may include (a) a verbal warning, (b) written warning, (c) suspension without pay, (d) discharge and shall follow this order. The Superintendent or his/her designee reserves the right to deviate from the above procedure in cases of serious misconduct.
- 7.3 All disciplinary actions must be for just cause. Whenever any such action is taken, the Superintendent or his/her designee shall, at that time, furnish the employee and the President of the Union, in writing, a statement of the reasons for such specific action being taken.
- 7.4 Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the grievance procedure.
- 7.5 If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

ARTICLE VIII
UNION RIGHTS

- 8.0 The Board agrees to deduct monthly dues, as specified by Council #4, AFSCME, from the wages of all employees covered by this Agreement provided, however, that the Board has been duly and voluntarily authorized in writing by the employee to make such deductions. If for any reason a deduction was not made, a sufficient amount will be deducted in the first pay period in which the employee has sufficient funds due him/her to bring his/her deductions up-to-date.
- 8.1 The deduction for any month shall be made during the first two payroll periods of each month and shall be remitted to Council #4, AFSCME, not later than the last day of said month. The dues so deducted and forwarded monthly to the Union shall be accompanied by a list of the names of all employees from whose wages such deductions have been made and the amount deducted from each individual employee. The Board will furnish the Union Financial Officer with the name, address and work location of new employees. The Board will furnish the Union Financial Officer with the name, address and work location of new employees within ten (10) days of their date of hire.
- 8.2 The Board will provide each employee with a copy of this Agreement within thirty (30) days after its Signing. New employees will be provided a copy of this Agreement at the time of hire.
- 8.3 The Union agrees to indemnify and save harmless the Board for any sums which the Board is required to pay as the result of a claim that the sums of money herein referred to have been illegally deducted, or for any liabilities which may arise from the Board's having complied with or enforced this provision.
- 8.4 The Union Financial Officer shall certify to the Board the amount to be deducted each pay period from the wages of such employees. If the amount so certified is to be changed, the Union Financial Officer shall provide the Board with written notice of such change thirty (30) days prior to the effective date of such change.
- 8.5 The Board agrees there will be no lockout of any employee during the life of this Agreement or any extension thereof. The Union agrees that it will not call, authorize, instigate, sanction or condone any strike, slowdown or stoppage of work during the life of this Agreement or any extension thereof.
- 8.6 The Board shall provide the Union Financial Officer with copies of all personnel status changes pertaining to the bargaining unit, including permanent changes in work site assignments, terminations, promotions and leaves of absence.
- 8.7 Voluntary PEOPLE contributions: The employer agrees that any employee who elects to make a PEOPLE contribution may do so by payroll deduction, as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and

the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. PEOPLE contributions must be made in dollar amounts per paycheck, not in cents per hour.

- 8.8 The Union shall have the right and opportunity to hold an orientation session with all newly hired employees. This orientation session shall be for the purpose of explaining the new employee's contractual rights and introducing him/her to the Union. The orientation will be held within fourteen (14) days of the employee's hire date and shall be during working hours at a time agreed by the employees' immediate supervisor, not to exceed one hour (1) in duration.

ARTICLE IX
LONGEVITY

- 9.0 Employees hired prior to July 1, 2010 shall receive longevity payments in a lump sum the pay period following their anniversary date of employment in recognition of their length of service on the following basis:

<u>YEARS OF SERVICE</u>	<u>AMOUNT ANNUALLY</u>
10 to 15 years	\$100
15 to 20 years	\$200
20 or more years	\$400

Pro rata longevity payments shall be paid to an employee in the event his/her services with the Board are terminated.

ARTICLE X
GRIEVANCE PROCEDURE

- 10.0 The Director of Food Services and the Union Committee from the employees of his/her department shall meet periodically at a time mutually convenient for the purpose of discussing matters of mutual interest, performance of work, employee behavior, and working conditions with the intent to avoid the necessity of individual recourse to the formal grievance procedure and to generally promote a satisfactory relationship.

- 10.1 A. PURPOSE

The purpose of this procedure is to provide an orderly method for adjusting grievances. Grievances arising out of matters covered by this Agreement and disputes and consultations on any questions arising out of employer-employee relationships will be processed in the following manner:

B. DEFINITIONS

1. "Grievance" is defined as a complaint by a member of the bargaining unit or the Union that there has been a violation of a specific provision or provisions of this Agreement to the detriment of the member involved or the Union collectively.
2. "Aggrieved person" is defined as the person bringing the complaint.
3. The term "days" is defined as business days on which the Central Office is open.
4. If an aggrieved person does not file a written grievance within thirty (30) days after the act of occurrence giving rise to the grievance, the grievance shall be deemed waived.

C. PROCEDURE

Step 1 - The aggrieved employee and/or his/her Union Steward shall take up the grievance or dispute with the Director of Food Services. The Director of Food Services shall adjust the matter at once, or notify the employee and his/her Steward of his/her decision in writing five (5) days from the day the matter is presented.

Step 2 – If the matter has not been settled, it may be presented in writing, by the Steward and/or the President of the Union to the Superintendent. The Superintendent/designee shall, within ten (10) days from the date the matter is submitted to him/her, arrange a meeting with all those concerned present, to review the facts and shall adjust the matter at once or notify the employee, the President of the Union and the Council #4 Representative of his/her decision in writing, within five (5) days after the day of the meeting.

Step 3 - If the matter is still unsettled, the Union shall submit the matter to the Board of Education within ten (10) days after the decision by the Superintendent/designee is made.

Within fifteen (15) days after receiving the written grievance, the Board shall meet with the aggrieved person and with representatives of the Union for the purpose of resolving the grievance. The decision of the Board shall be rendered in writing within fifteen (15) days of such meeting.

Step 4 – If not satisfied with the disposition of the grievance at Step 3, or if no decision has been rendered within fifteen (15) days after the first meeting with the Board, the Union may within thirty (30) days, submit the matter to arbitration by the State Board of Mediation and Arbitration (SBMA) with a simultaneous copy to the Superintendent of Schools.

The Board of Education may remove a grievance submitted to the SBMA to the American Arbitration Association (AAA) by sending written notice to the Union and filing with AAA within thirty (30) days of the SBMA submission. If such removal is made all expenses shall be paid by the Board of Education.

The arbitrator shall have no authority to add to, delete from or otherwise modify any portion of this Agreement. The decision of the Arbitrator(s) shall be final, except as otherwise provided by law.

Time frames stated above can be waived by mutual agreement of the parties, which shall be confirmed in writing and/or electronically. The request by Council 4 shall be placed in writing.

D. MISCELLANEOUS

1. The Board and the Union agree that grievance proceedings should be kept as informal and confidential as possible.
 2. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board and the Administration until such grievance and the effect thereof shall have been determined.
 3. Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the aggrieved person to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be considered acceptance by the aggrieved person of the decision rendered and such decision shall thereafter be binding upon all parties.
- 10.2 Officers and/or Stewards of the Union, as shall be designated by the Union for the purposes of adjusting grievances and/or contract negotiations shall be afforded the necessary amount of time, without loss of pay, to conduct such business.
- 10.3 The services of the Council #4 Representative shall be available to the Union on any step of the grievance procedure.
- 10.4 Failure of the Board, employees or the Union to insist upon compliance with any provision of this Agreement at any given time or times under any given set or sets of circumstances shall not operate to waive or modify such provision, or in any manner whatsoever to render it unenforceable, as to any other time or times or as to any other occurrence or occurrences, whether the circumstances are, or are not, the same.

ARTICLE XI
DRESS CODE REQUIREMENTS

11.0 Employees shall:

- a) Wear closed-toed shoes which are food service appropriate. No clogs, canvas or cloth foot gear permitted.
- b) Have clean, trimmed, and unpolished fingernails. No artificial nails permitted.
- c) Securely bandage all cuts on hands and arms and use plastic gloves where appropriate.
- d) Wear a clean hat or other approved hair restraint at all times.
- e) Wear shirts with collars (is preferred). No plain men's style tee shirts, sleeveless tops, or shirts with commercial advertising. Long sleeve shirts must be close fitting.
- f) Wear slacks, skirts, skorts, denim jeans (no rips or tears) or capris.
- g) Wear stockings to cover legs when skirts or skorts are worn.
- h) Not wear or use dangling jewelry. Remove jewelry prior to preparing or serving food or while working around food preparation areas. For example, remove rings (except for a plain wedding band), bracelets, watches, earrings (except for studded earrings), necklaces, and facial jewelry (except for studded nose rings).
- i) Not wear sweat suits, jogging suits or leggings.
- j) Wear clean clothing and straight apron with Manchester Public Schools logo daily.
- k) Remove aprons when leaving food preparation areas for breaks or restrooms.
- l) Comply with all other Food Service Safety and Health Standards and Regulations.

ARTICLE XII
SAVINGS CLAUSE

Should any Article, section, or part thereof of this agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, section or portion thereof directly specified in the decision; upon issuance of such a decision, the parties agree to immediately negotiate concerning a substitute for the invalidated Article, section, or portion thereof.

ARTICLE XIII
SCOPE OF AGREEMENT

This agreement contains the full and complete agreement between the Board and the Union on all issues, and neither party shall be required during the term thereof to negotiate upon any issue, whether or not it is covered by this Agreement.

All past practices, agreements, and understandings reached between the parties prior to this Agreement are void and of no force and effect unless specifically incorporated herein.

ARTICLE XIV
DURATION

This Agreement shall be effective as of July 1, 2020 and shall remain in full force and effect until the 30th of June, 2024.

FOR MANCHESTER BOARD OF EDUCATION

Signed: Superintendent or Designee

FOR LOCAL 991 OF COUNCIL #4, AMERICAN FEDERATION OF STATE, COUNTY,
MUNICIPAL EMPLOYEES, AFL-CIO

Signed: President, Local #991

Signed: Cafeteria Workers Negotiating Committee

Signed: Cafeteria Workers Negotiating Committee

Signed: Staff Representative, AFSCME Council 4

APPENDIX A

CAFETERIA EMPLOYEES WAGES

Wage increases of 2.0% for 2020-21 will be applied retroactively to July 1, 2020 for those individuals who remain employed by the Board as of the date of ratification.

Effective July 1, 2021: 2.0% general wage increase, plus step as set forth below.

Effective July 1, 2022: 2.0% general wage increase, plus step as set forth below.

Effective July 1, 2023: 2.0% general wage increase, plus step as set forth below.

Food service employees will be evaluated by the Food Service Director. Employees shall be eligible for a step increase on his/her anniversary date of hire following the receipt of a good rating in all performance factors included as part of their performance evaluation report.

	Step	2020/21	2021/22	2022/23	2023/24	
General Workers	1	\$13.69	\$13.96	\$14.24	\$15.00	*
	2	\$14.50	\$14.79	\$15.09	\$15.39	
	3	\$15.44	\$15.75	\$16.07	\$16.39	
Lead General Worker			\$17.30	\$17.65	\$18.00	
M.H.S. Lead Kitchen Operator		\$22.78	\$23.24	\$23.70	\$24.17	
Illing & Bennet Lead Kitchen Operators		\$20.84	\$21.26	\$21.69	\$22.12	
M.H.S. Cook		\$21.68	\$22.11	\$22.55	\$23.00	
Illing Cook		\$19.08	\$19.46	\$19.85	\$20.25	
M.H.S. Asst. Cook		\$18.62	\$18.99	\$19.37	\$19.76	
Lead Kitchen Operators: Bowers, Buckley, Highland Park, Keeney, Martin, Robertson, Verplanck, Waddell, Washington, St. Bridget, St. James, Manchester Pre-School Center		\$18.48	\$18.85	\$19.23	\$19.61	
Nutrition Services Driver	1	\$20.76	\$21.18	\$21.60	\$22.03	
	2	\$22.20	\$22.64	\$23.09	\$23.55	
	3	\$23.61	\$24.08	\$24.56	\$25.05	

* Step 1 General Worker rate only will increase effective 6/1/23.