

AGREEMENT BETWEEN  
THE WINDHAM BOARD OF EDUCATION  
AND  
CSEA, SEIU LOCAL 2001  
WINDHAM CAFETERIA EMPLOYEES ASSOCIATION

JULY 1, 2019 - JUNE 30, 2023

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ARTICLE I  
RECOGNITION AGREEMENT

- A. The Windham Board of Education (hereinafter referred to as the "Board") recognizes and certifies the CSEA, SEIU LOCAL 2001 WINDHAM CAFETERIA EMPLOYEES ASSOCIATION (hereinafter referred to as the "Union"), as the sole and exclusive bargaining agent for all cafeteria employees of the Board employed twenty or more hours per week and excluding the Cafeteria Director per Case #ME-8833 State of Connecticut Labor Department.
- B. The Union may call meetings on school property before or after the work day or when the school is not in session providing such meetings do not conflict with other scheduled Town or Board activities or programs and they are booked in advance through the School Business Office. The Union shall be responsible for additional custodial costs, if any.
- C. The Employer shall provide bulletin board space in each building for the purposes of posting Union business. The Union shall provide a copy of the materials posted to the Superintendent and building principals.

ARTICLE II  
SENIORITY, LAYOFF, RECALL

- A. The Board shall prepare a list of all employees covered by this Agreement showing their seniority in length of service with the Board and deliver the same to the Union annually on request.
- B. Whenever an opportunity for promotion occurs or a job opening occurs in other than a temporary situation in any existing job classification or as the result of the establishment of a new classification, a notice of such openings shall be posted in the kitchens stating the job classification, job location, rate of pay, and the nature of the job requirements in order to qualify. Such posting shall be for a period of not less than five (5) working days. The Employer shall interview all internal all internal candidates who apply except if there is an unreasonable amount of applicants.
- C. During this period employees who wish to apply for the open position, including employees on layoff, may do so.
- D. The employer shall fill such job openings or vacancies in the best interests of the school district, however, where possible, the employer shall give preference to applicants who are currently employed in the bargaining unit. If all other relevant factors are substantially equal, the senior employee shall be given preference.
- E. An employee's seniority shall commence on his/her date of hire into any position covered by this agreement.
- F. Layoff. In the event a reduction in force becomes necessary, affected members of the bargaining unit shall be offered positions held by part-time personnel (i.e., temporary help, extra help, seasonal help, and personnel working less than twenty (20) hours per week).



- G. If a layoff is required in any classification of the bargaining unit employees, the employee with the least employment seniority will be laid off first. The employee subject to layoff may “bump” any employee who has less employment seniority in an equal or lower classification.
- H. Recall. When employees are to be recalled, they shall be recalled in reverse order of layoff, provided that, such employees are capable of doing the work then available.
- I. Laid off employees shall have recall rights for a period of one (1) year from the date of layoff. Notice of reappointment opportunity shall be sent by certified mail, return receipt requested, to the employee’s last known address on record with the Board of Education. The employee shall accept or reject the offer by providing the Human Resources Office with a written response within ten (10) days of the notice of reappointment. An employee who does not accept the reappointment offer [in a timely manner] shall forfeit all further recall rights. Employees who accept recall into a classification other than that of their original position shall have first preference for transfer if a position in their original position becomes vacant within one year of the employee accepting the job in another classification.

ARTICLE III  
INSURANCE AND PENSION

A. Employees covered by this Agreement will be enrolled in the Town of Windham’s Pension for non-certified employees of the Board of Education according to the current provisions of the Policy. The parties agree to negotiate the provisions of the paragraph, should the Board negotiate changes in the pension plan with other employee groups.

B. Fringe Benefits

1. All full-time personnel working twenty (20) hours or more covered by this Agreement shall be eligible to receive group medical coverage as individuals and for their dependents under a High Deductible Health Plan (HDHP) with Health Savings Account (HSA) as follows:

	In-Network	Out-of-Network
Annual Deductible (Individual/Aggregate Family) (Note: preventive care not subject to deductible)	\$2000/\$4000	\$2000/\$4000
Co-insurance	N/A	20% after deductible
Cost Share Maximum (Individual/Aggregate Family)	\$5,000/\$10,000	\$5,000/\$10,000
Lifetime Maximum	Unlimited	Unlimited

Following exhaustion of the applicable deductible, prescription drugs shall be subject to post-deductible co-payments of \$10/25/40.

The Board will contribute fifty percent (50%) of the applicable deductible amount



for each full-time employee who elects coverage under the HDHP with HSA plan. The Board's contribution towards the deductible shall be deposited on a quarterly basis. The Board's contribution towards the deductible shall be pro-rated for employees hired after the beginning of the plan year. Such employees shall receive their initial contribution upon the next quarter.

The parties acknowledge that the Board's contribution toward the funding of the deductible is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed bargaining unit members. The Board shall have no obligation to fund any portion of the deductible for retirees or other individuals upon their separation from employment.

The traditional PPO plan and Comprehensive PPO plan shall be offered to qualifying bargaining unit members who are working 20 hours or more.

2. Dental Insurance
3. \$20,000 Group Life Insurance and \$20,000 Group Accidental Death and Dismemberment Insurance (Employee coverage only).

C. Premium Co-pays:

1. The employee's share of premium co-pay for individual (single coverage) for medical and prescription insurance coverage shall be twelve percent (12%). If employees elect dependent coverage, 75% is paid by the Board and 25% is paid by the employee.

Dental Insurance premiums are paid 50% by the Board and 50% by the employee for single and dependent coverage. The total cost of life insurance coverage and accidental death and dismemberment insurance under (3) is paid by the Board, and dependent coverage is not available. Employees pay their share of insurance cost through payroll deductions.

2. The Board reserves the right to change insurance carriers of the plans set forth above for plans substantially equal or better taken as a whole. Should the Board propose a change in carrier(s), it shall consult with the Union. Networks shall be considered substantially equal if the disruption rate (of doctors comparing the networks) is twenty (20%) or less.

D. In addition to the health insurance plan outlined above, the Board shall provide the following benefits to each employee:

1. Bargaining unit members shall be able to participate in an Internal Revenue Code Section 125 Plan for pre-tax insurance premium deductions, and limited purpose flexible spending accounts for medical expenses in accordance with IRS regulations, in addition to a dependent care assistance plan and medical expenses.

2. The Board shall make available a 403B plan and a 457B plan which shall be funded by employee contributions made by voluntary payroll deductions. Employees covered by the agreement shall be eligible to participate in the 403B and 457B plans as offered by the Board.
- E. If the total cost of a group health plan or plans offered under this contract triggers an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, the Board and the Union will, upon the request of either, engage in mid-term negotiations regarding the impact of such excise tax, in accordance with the Municipal Employee Relations Act (MERA).

#### ARTICLE IV HOURS OF WORK

- A. The regular work week shall be five days per week, Monday through Friday.
- B. Each employee who works six hours or more per day shall receive a twenty (20) minute duty free paid lunch break and a ten (10) minute paid duty free coffee break. Employees who work five (5) hours per day shall receive a twenty (20) minute duty free paid break, and no other break.

Employees working four (4) hours per day shall receive one paid fifteen (15) minute break, and no other break.

The aforementioned break time shall be taken, as scheduled by the Cook Manager. The existing procedure for rotating lunch breaks will continue with management controlling the rotation.

- C. In the event that school is closed for any reason, the employees in the bargaining unit will be given the opportunity to make up lost wages, but will not be paid to work for more days than school is in session. In the event that school is closed or dismissed due to inclement weather or other emergency situations, the employee will not be expected to work any longer than necessary to secure the work area (if applicable) and will be paid his/her regular daily wages for any of these days which are not scheduled to be made up at the end of the school year.

Cafeteria employees will be able to make up time lost because of situations that result in a reduction of hours worked, (example: 90 minute delayed openings due to inclement weather or other emergency), that will not be scheduled to be made up later in the school year. Time may be made up on days, other than holidays, such as Election Day, winter and spring vacations and the day after school closes in June, when schools are open, but not in session.

- D. An employee who works at the request of her supervisor in excess of 30 hours, but not more than forty (40) hours in one week shall receive payment at straight time for the hours worked. An employee who works at the request of her Supervisor, in excess of forty (40) hours shall receive payment at the rate of time and on half. Overtime shall be paid to an employee for working the annual superintendent's award banquet if working such event



leads the employee to work in excess of forty (40) hours in one week. Overtime for any new special event sponsored by the school board shall be paid to any employee when working such event leads the employee to work in excess of forty (40) hours in one week.

- E. In the event that an employee is absent from his/her position, he/she shall adhere to current procedures for reporting such absences to his/her supervisor and/or the Director of Food Services. The Chapter President shall receive notification at least 30 days prior to any changes in procedures, with a copy to the Director of Finance.
- F. Whenever a qualified general worker or an assistant manager is required by the Food Services Director to work in a higher classification, he/she shall be paid the rate for the higher classification. When a general worker or assistant manager steps up to take over the duties of a higher classification (i.e., assistant manager or manager), for at least 3 hours of a shift, he/she shall receive the rate for such higher classification.

For the purposes of this section, the employee will be placed on the same step in the higher classification as they were on in the lower classification (i.e.: step 3 Kitchen Worker to a Step 3 Assistant Manager; Step 6 Assistant to a Step 6 Manager, etc.).

- G. The Board of Education will provide eight (8) hours of employee/professional development annually on a non-student contact work day. The employee/professional development will be announced by August 1<sup>st</sup> of each school year.

#### ARTICLE V UNION MEMBERSHIP AND RELATED PROVISIONS

- A. An employee retains the freedom of choice whether or not to become or remain a member of the Union.
- B. Union dues shall be deducted by the Board from the paycheck of each employee who signs and remits, either directly to the Board or through the Union to the Board, authorization. Such deduction shall be discontinued upon request of an employee to the Union.
- C. The Board shall deliver to each new bargaining unit employee a Union Hire Packet at the time of hire. If an employee chooses to complete a membership authorization form during the new hire process, then the Board shall transmit that form to the Union.
- D. The amount of dues deducted under this Article shall be remitted promptly to CSEA SEIU LOCAL 2001, 760 Capitol Avenue, Hartford, Connecticut, 06106, together with a list of employees for whom any such deduction is made.
- E. CSEA SEIU LOCAL 2001 agrees to indemnify and to hold the Board harmless against any and all claims, demands, suits, or other forms of liability that shall, or may arise out of, or by reason of, action taken by the Union or the Board for the purpose of complying with the provisions of this Article.
- F. The Board agrees to furnish, from time to time, upon request of the Union, a list of the names and addresses of the cafeteria employees.



- G. Employees may express authorization for union membership, authorization for voluntary deduction of Union dues from wages or payments for remittance to the Union, and authorization for voluntary deductions from wages or payments for remittance of CSEA PAC, by submitting to the Union a written membership application form, by submitting to the Union an online deduction authorization, or by any other means of indicating agreement allowable under state and federal law. The Board shall accept confirmations from the Union that the Union possesses electronic records of such membership.

The Union will submit to the Board a list of members who have authorized payroll deduction and shall provide the Board with verification that payroll deduction and/or CSEA PAC contributions have been authorized by the employee only in the event a question arises about an employee's membership status.

Upon receipt of a membership list submitted by the Union, the Board agrees to verify within ten (10) days via electronic notification that the Board's records accurately reflect the membership status of each employee listed in the membership list provided by the Union. The Board shall identify any discrepancies between the membership list and its records.

Any employee who is paying dues or an amount equal to dues may stop making those payments by giving written notice to both the Board and the Union.

The Board will honor employee check-off authorizations unless they are revoked in writing.

## ARTICLE VI GRIEVANCE PROCEDURE AND ARBITRATION

- A. 1. A grievance shall mean a complaint by an employee or employees who believe there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. Any grievance not presented in writing for disposition through the grievance procedure set forth below within ten days of the time the grievant knew or reasonably should have known of the occurrence of the facts or conditions giving rise thereto shall not thereafter be treated or processed as a grievance under this Agreement, and the grievance shall be waived.
2. The failure of an Administrator at any step to communicate his decision to the aggrieved within the specified time limits shall permit the grievant to proceed to the next step.
3. After Step 1, any member of the unit or the Board may be represented by anyone of his/her choice provided, however, that exclusive organizational representation for the employee shall be provided by the Union. In all cases, the Union shall be provided copies of the grievance and of the written answers thereto.
- B. An aggrieved person is the person making the claim.
- C. The term "days" except where otherwise indicated, means working days.

D. In instances where reference is made to the "Superintendent" it shall be understood that such can mean his designated representative.

E. Procedure:

Step 1: (informal) The aggrieved employee with a representative of the Union, if she so desires, and the Director of Food Services shall meet informally in an effort to adjust the grievance.

Step 2: If the grievance is not resolved at step 1, the employee may submit it in writing to the Director of Human Resources, with a copy to the Director of Food Services, within ten (10) days of the original occurrence, as specified in Section A 1. above. Within five (5) days after receipt thereof, the Director of Human Resources shall meet with the grievant to discuss the matter. The Director of Human Resources shall answer the grievance in writing within seven (7) working days after such a meeting.

Step 3: If the grievance is not resolved at Step 2, the employee may submit it in writing to the Superintendent of Schools within five (5) working days after receiving the response of the Director of Human Resources. The Superintendent will meet with the grievant to discuss the grievance within ten (10) working days after receipt thereof, and shall answer the grievance in writing within seven (7) working days after such meeting.

Step 4: If the grievance is not resolved at Step 3, the employee may submit it to the Board of Education within five (5) working days after receiving the response of the Superintendent. The Board shall hear such grievance at its next regularly scheduled meeting, provided the grievance is submitted at least seven (7) days prior to such meeting. The Board shall answer the grievance in writing within seven (7) days after such hearing.

Step 5: In the event the grievance is not resolved at Step 4, the Union may submit it in writing to the American Arbitration Association within seven (7) days of receipt of the decision of the Board of Education with a copy to the Superintendent of Schools. The American Arbitration Association shall appoint an arbitrator in accordance with its rules and procedures. By mutual agreement between the Board and Union, the Union may submit the grievance to the State Board of Mediation and Arbitration. The Arbitrator shall be bound by and must comply with all of the terms of this Agreement. He shall have no power to add to, delete from or modify in any way the provisions of this Agreement. The decision of the arbitrator shall be binding upon both parties and all employees during the life of the Agreement, unless the same is contrary to law. Fees and expenses of the Arbitrator, if any, shall be borne equally by the Board and the Union.

F. The time limits specified at any step may be extended in any particular instance by agreement in writing between the Superintendent and the Union.

G. No Employee may file for arbitration as an individual, but only the Union may file an appeal to arbitration hereunder.

H. Meetings held under this procedure shall be conducted at a time and place, which will afford a fair and reasonable opportunity to attend for all persons proper to be present. When



such meetings are held during school hours, all persons who participate shall be excused without loss of pay for that purpose. Persons proper to be present for the purposes of the preceding sentence are defined as an aggrieved employee or employees, their appropriate Union representative and qualified witnesses.

**ARTICLE VII**  
**HOLIDAYS**

- A. All bargaining unit employees will receive the following paid holidays, unless school is in session on those days.

Labor Day	Martin Luther King Day
Columbus Day	Lincoln's Birthday
Veterans' Day	Presidents' Day
Thanksgiving Day	Good Friday
Day After Thanksgiving	Memorial Day
Christmas Day	Floating Holiday
New Year's Day	

Employees shall be paid for the number of hours they are scheduled to work on the day on which the holiday falls.

If Lincoln's Birthday is a scheduled work day in the school calendar, employees may elect to take a substitute floating holiday on a non-work day, with prior approval.

- B. Each bargaining unit employee upon completion of one school year with the Board, shall receive five (5) floating holidays to be used on days within the school calendar, (such as Christmas break or Spring break), when school is not in session.
- C. In order to be eligible for holiday pay in accordance with either A or B, above, the employee must have worked the scheduled day immediately preceding the holiday or School Break and the scheduled work day immediately after the holiday or Christmas break unless the day not worked is an absence approved by the Superintendent.

**ARTICLE VIII**  
**NO LOCKOUT OR STRIKE**

- A. The Board agrees that it will not lock out the employees covered by this Agreement during its term.
- B. The Union and the employees expressly agree that during the life of this Agreement, they will not promote, encourage, instigate or participate in any strike, slowdowns, work stoppages or mass resignations or other similar forms of interference with the operation of the Board.



ARTICLE IX  
DISCIPLINE

- A. No employee shall be reprimanded, demoted, suspended or dismissed without just cause.
- B. All reprimands, suspensions and dismissals shall be subject to the Grievance Procedure.

ARTICLE X  
PROBATIONARY PERIOD

- A. The probationary period of any person entering the bargaining unit shall not exceed ninety (90) working days.
- B. During the probationary period, personnel shall not be protected by this Agreement. Probationary employees will be eligible for insurance coverage provided in Article III of this Agreement within ninety (90) calendar days of employment regardless of probationary status. Probationary employees who have not completed their probationary period prior to the close of school in June of any school year shall not advance a step on the salary schedule until such probationary period has been completed.

Upon successful completion of the probationary period, seniority rights shall accrue retroactive to the date of hire.

Upon successful completion of the probationary period, employees shall receive retroactive pay for paid holidays falling during the employee's probationary period.

ARTICLE XI  
MEALS AND CLOTHING ALLOWANCE

- A. Each bargaining unit employees shall be entitled to a free lunch daily.
- B. The Board will provide one hundred and fifty dollars (\$150) for the purchase of one or more oil and slip resistant Board-approved shoes for work to each bargaining unit employee annually to be paid with the first pay in October of each school year. Employees must wear Board-approved shoes to work daily. Each bargaining unit member shall maintain such shoes in serviceable condition and shall be responsible for keeping such shoes tidy and presentable for work.
- C. The Board will provide six uniform tops to each bargaining unit employee. Such uniform tops will be replaced by the Board as needed. Uniforms shall be serviceable and presentable (free of rips, tears & stains), when handed out and replaced. It is the responsibility of each employee to clean and maintain the uniform tops. Uniform tops shall be returned to the Board upon termination of employment. Said tops shall be worn during serving time. Employees may wear their own shirts during food preparation time. The Board reserves the right to determine the appropriateness of said top or uniform. An

Ad Hoc committee comprised of the Director and union members will work to update the SOP's regarding clothing.

ARTICLE XII  
MANAGEMENT RIGHTS

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, except where such rights, powers and authority are specifically relinquished, abridged, or limited by the provisions of this Agreement, it 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:

1. To determine the care, maintenance, and operation of equipment and property used for an on behalf of the purposes of the Board.
2. 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.
3. To discontinue processes or operations or to discontinue their performance by employees.
4. To select and to determine the number and types of employees required to perform the Board's operations.
5. 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.
6. 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.
7. To insure that related duties connected with operations, whether enumerated in job descriptions or not, shall be performed by employees.
8. To establish contracts or sub-contracts for operations, provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members.
9. To create job specifications and revise existing job specifications. The Board agrees to negotiate any significant secondary impacts over said Changes with the Union.
10. Standard Operating Procedures (SOP) changes will not be made during the school



year once they are established for the beginning of the school year. Under emergency conditions, SOP changes may be made - is as much notice as possible is given, at least 30 days if possible.

**ARTICLE XIII**  
**LEAVE PROVISIONS**

- A. All bargaining unit employees shall accrue sick leave at the rate of 1 ½ days per month (15 days per year) accumulative to seventy-five (75) if hired on or after July 1, 2016. Employees hired prior to July 1, 2016 retain the right to accrue up to 150 days.

At the beginning of the school year, each employee shall be notified of the number of sick days he/she has accrued.

The Director of Human Resources may require a physician's note for absences of more than three (3) consecutive days, or more than four intermittent days in one (1) month, or when the Director of Human Resources has cause to suspect abuse.

- B. In exceptional cases, the Board may grant additional sick leave without pay. Requests for such additional sick leave shall be in writing to the Director of Human Resources and must be signed by the employee. The granting or denial of additional sick leave under this section shall not be subject to the grievance procedure.
- C. Unit members shall receive a maximum of five (5) working days of absence without loss of pay for personal reasons, provided the absences are approved by the Superintendent of Schools or his/her designee. Such days are not cumulative. The approvable reasons shall include:
1. Severe or emergency illness of a spouse, parent, sibling or child, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, uncle, aunt, cousin, child related by blood or marriage or member of his/her household;
  2. Religious Leave - For the required religious observance of a publicly acknowledged religious hold day;
  3. Quarantine;
  4. Absence for spouse for birth of child;
  5. Temporary absence, for personal reasons, limited to situations not under the control of the employee which make such absence from service necessary. Some examples of approvable requests would be those involving court appearances, real estate closings, graduation of any relative listed in section 1 above, etc.

Bargaining unit members who are eligible must request such personal leave day(s) ninety-six (96) hours in advance of the requested date except in the case of an emergency. The request must be reduced to writing providing the reason for such leave and submitted to the Director of Food Services for his/her review. Such absences are approved by the



Superintendent of Schools or his/her designee. Such leave will ordinarily not be granted the day before or the day after a holiday or school break, except in case of death or serious illness in the family.

D. Funeral Leave (4 days)

In the event of death of an employee's wife, husband, father, mother, son, daughter, grandfather, grandmother, grandchildren, father-in-law, mother-in-law, sister, brother, sister-in-law, brother-in-law, uncle, aunt, or child related by blood or marriage, or member of her/his immediate household, or close personal friend (one day), the employee shall be permitted without loss of pay and without deduction from sick leave accumulations, a total of not more than four (4) days for funeral leave. Employees may use two sick leave days, once they have exhausted their annual entitlement of funeral days, to attend the funeral of a family member as defined in this section.

E. Severance Pay - Upon retirement in good standing, or death following five years of service and hired on or after July 1, 2016, twenty-five percent (25%) of accumulated sick leave in the eligible employee's account shall be paid at the current pay rate of said employee. Employees hired prior to July 1, 2016 will receive 50% of accumulated sick leave in the eligible employee's account to be paid at the current pay rate of said employee. In the event of death of the eligible employee, the employee's estate shall receive the calculated benefit.

The severance pay shall be based upon a calculation of the number of hours per day that the eligible employee averaged while employed with the Windham Board of Education.

Retirement severance shall be paid in the new fiscal year following retirement as long as the eligible employee informs the Board of his/her anticipated retirement by January 1<sup>st</sup> of the preceding year. To be eligible to receive such payment in July following retirement, the employee shall submit an irrevocable letter of resignation for purposes of retirement on or before the previous January 1. Should the eligible employee fail to provide such timely written notification of retirement, the Board shall make severance payment in January or July in the second fiscal year following: (e.g. notification received in January 2011 and payment will be made July 2011 or January, 2012. Notification received later than January 1, 2011, for example, May 1, 2011, will result in payment being made in July, 2012 or January 2013). The eligible employee may elect at his/her discretion to receive retirement severance pay in January or July.

F. All bargaining unit officers and/or delegates who attend the Union's convention and/or steward training classes shall be granted time off as personal time. The number of employees allowed to attend the aforementioned shall not exceed two (2) employees, not from the same school, and shall not exceed one (1) day per school year.

G. An employee who is absent because of an injury covered by Workers' Compensation shall be allowed to use his/her accumulated sick leave and other paid benefit days (ex. Personal days, etc.), to supplement the Workers' Compensation payments so that his/her total weekly income is equal to after tax take-home pay received prior to the injury. Employees

shall be required to indicate their choice to use benefit days to supplement Workers' Compensation in writing.

- H. If the employee has no paid leave days available, he/she shall not be eligible to accrue any benefit days (ex. Sick, personal, etc.) until such time the employee returns to active duty.

ARTICLE XIV  
LONGEVITY

Upon completion of:

<u>Service</u>	<u>Amount</u>
<u>5 to 9 years</u>	<u>\$110</u>
<u>10 to 14 years</u>	<u>\$185</u>
<u>15 to 19 years</u>	<u>\$260</u>
<u>20 to 24 years</u>	<u>\$360</u>
<u>25 years and over</u>	<u>\$460</u>

Payments shall be in one lump sum check on the anniversary date of employment each year.

Employees hired on or after July 1, 2016 shall not be eligible for longevity payments.

ARTICLE XV  
TRANSFERS AND ASSIGNMENTS

- A. Involuntary Transfers. The Board or its designee shall have the right to involuntarily transfer employees in the best interests of the school district. Where reasonably possible:
  - a. Qualified volunteers shall be transferred first.
  - b. Transfers will then be based upon factors which will include experience, training, ability and seniority; however, the primary factor shall be qualification, as determined by the Food Services Director. All transfers shall be received and approved by the Director of Human Resources.
  - c. If possible, involuntary transfers will be to comparable positions.
  - d. Except in cases of emergencies, involuntarily transferred employees will be given ten (10) days notice prior to transfer.
  
- B. Temporary Employees. Where a temporary job becomes available during the summer break, 10-month employees shall be offered the opportunity to work before the school system seeks outside help. If said employee works a temporary job during the summer break, he/she shall be compensated at the rate as identified in the job posting for such job.



ARTICLE XVI  
DURATION AND RENEWAL

- A. No individual employee in the bargaining unit or representative, agent or employee of the Board may enter into any separate agreement or understanding which will be inconsistent with the terms of this Agreement. Any such separate inconsistent with the terms of this Agreement. Any such separate inconsistent agreement will not be binding upon the parties hereto unless expressly adopted in writing and mutually agreed upon between the Board and the Union.
- B. This Agreement may be altered or modified only by mutual agreement in writing signed by both of the parties hereto.
- C. In the event that any Article of this Agreement is found to be illegal, void, or voidable, it is agreed that such finding will have no effect on the remaining Articles of this Agreement, which shall remain binding, on all parties.
- D. This Agreement contains the full and complete Agreement between the Board and the Union on all negotiable issues, and neither party shall be required during the term thereof to negotiate upon any issue, whether it is covered or not covered in this Agreement, unless otherwise mutually agreed. The Board and the Union agree that each had full opportunity to raise issues, and that all matters included in this Agreement have been presented, discussed and incorporated herein, or rejected.
- E. The Agreement shall be binding upon the Board and the Union from July 1, 2019 and continue in full force and effect to June 30, 2023.

ARTICLE XVII  
HEALTH AND SAFETY

- A. The Board shall make reasonable efforts to provide a work place free from unsafe or unhealthy conditions subject to recognized occupational hazards and job requirements.
- B. Employees shall perform their duties in a safe manner. Unsafe conditions or actions shall be reported to the Board promptly.
- C. No employee shall be required to perform work under unsafe conditions, provided, however, that an employee must follow the rule "work now, grieve later" unless there is imminent danger to employees' or students' physical well-being.
- D. An employee with safety concerns or verified health concerns in his/her workplace shall immediately bring these concerns to the manager and to the Director of Food Services. The Director of Food Services shall be granted sufficient time to investigate the alleged health and/or safety issues and to initiate testing, if warranted, prior to the Union initiating any grievance.
- E. Whenever it is necessary for employees to wait for the delivery of food orders, no fewer than two employees shall wait and put away said order, unless custodial staff is available



to assist bargaining unit members. In this situation, only one such employee may be in the manager or assistant manager classification, as determined by the Director of Food Services.

- F. Employees shall be allowed to assist each other when performing heavy lifting. Employees who seek assistance in the performance of heavy lifting of bulk objects that cannot be broken into smaller units shall not be disciplined for seeking such assistance.

ARTICLE XVII  
MISCELLANEOUS

- A. Communications. The Board shall notify the chapter president of the completion of probationary periods for all new bargaining unit members. The Board agrees to provide the chapter president with a seniority list by the end of the first month of the school year, and within a reasonable amount of time, upon request.
- B. Employees shall not use their own personal vehicles for Board business.

ARTICLE XIX  
SALARIES

- A. The parties agree to the wage and step schedule shown in Appendix A. Each non-probationary bargaining unit member employed on July 1, 2019 shall advance one step retroactive to July 1, 2019 only and for the duration of the contract move laterally each July 1<sup>st</sup> thereafter. All other employees shall advance one step retroactive to the date on which his/her probationary period ended and for the duration of the contract move laterally each July 1<sup>st</sup> thereafter.
- B. In addition to the stipends for the Kitchen Managers of Windham Middle School, Windham High School, and of C.H. Barrows, there shall be a stipend for the Catering Coordinator.
- C. All memoranda of agreement (MOAs) that existed between the parties prior to July 1, 2016 shall be eliminated.
- D. The step placement of new hires shall be as follows:
  - 1. General Kitchen Workers:
    - a. A general kitchen worker who applies for and is awarded a promotion to assistant manager shall be placed on the step on the assistant manager wage schedule which is parallel to the step achieved in his/her previous position as a general worker.
    - b. The Board of Education shall hire general kitchen workers at step one of the salary schedule for general workers in each year of this contract.
  - 2. Assistant Manager:
    - a. An assistant manager who applies for and is awarded a promotion to the

position of cafeteria manager shall be placed on the step on the cafeteria manager wage schedule which is parallel to the step achieved in his/her previous position as an assistant manager.

b. The Board of Education shall hire assistant managers at step one of the salary schedule for assistant managers in each year of the contract.

3. Cafeteria Managers:

The Board of Education shall hire cafeteria managers on step one of the salary schedule for cafeteria managers in each year of this contract.

For the Windham Board of Education

For CSEA, SEIU LOCAL 2001  
Windham Cafeteria Employees Association

Myra Ide                      8/27/20  
Signature                                      Date

Andrew Joda                      8/28/20  
Signature                                      Date

Tracy A. Youngberg                      8/26/2020  
Signature                                      Date

Cindy Vermeire                      8/28/20  
Signature                                      Date



APPENDIX A  
WINDHAM CAFETERIA WORKERS WAGE SCHEDULE

		<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>	<b>2022-23</b>
General Kitchen Worker	1	\$13.91	\$14.12	\$14.33	\$15.00
	2	\$14.12	\$14.33	\$14.54	\$15.21
	3	\$14.35	\$14.56	\$14.78	\$15.45
	4	\$14.49	\$14.71	\$14.93	\$15.58
	5	\$14.65	\$14.87	\$15.09	\$15.74
	6	\$14.81	\$15.04	\$15.26	\$15.90
	7	\$14.98	\$15.20	\$15.43	\$16.06
	8	\$15.28	\$15.51	\$15.74	\$16.34
	9	\$15.58	\$15.81	\$16.05	\$16.61
	10	\$15.90	\$16.14	\$16.38	\$16.91
	11	\$16.27	\$16.52	\$16.77	\$17.22
	12	\$18.13	\$18.40	\$18.68	\$19.09
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Assistant Manager	1	\$15.74	\$15.98	\$16.22	\$16.46
	2	\$15.98	\$16.22	\$16.47	\$16.71
	3	\$16.18	\$16.42	\$16.67	\$16.92
	4	\$16.34	\$16.59	\$16.84	\$17.09
	5	\$16.55	\$16.80	\$17.05	\$17.31
	6	\$16.76	\$17.01	\$17.27	\$17.53
	7	\$17.01	\$17.26	\$17.52	\$17.78
	8	\$17.32	\$17.58	\$17.84	\$18.11
	9	\$17.69	\$17.96	\$18.22	\$18.50
	10	\$18.05	\$18.32	\$18.60	\$18.87
	11	\$20.04	\$20.35	\$20.65	\$20.96
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Managers	1	\$18.14	\$18.41	\$18.69	\$18.97
	2	\$18.37	\$18.65	\$18.93	\$19.21
	3	\$18.59	\$18.87	\$19.16	\$19.44
	4	\$18.75	\$19.03	\$19.31	\$19.60
	5	\$18.94	\$19.23	\$19.52	\$19.81
	6	\$19.21	\$19.50	\$19.79	\$20.09
	7	\$19.48	\$19.77	\$20.07	\$20.37
	8	\$19.94	\$20.24	\$20.54	\$20.85
	9	\$20.45	\$20.76	\$21.07	\$21.38
	10	\$20.90	\$21.22	\$21.53	\$21.86
	11	\$24.71	\$25.08	\$25.45	\$25.84

There shall be extra stipends paid to the Managers at Windham High School, Windham Middle School, and Charles H. Barrows STEM Academy, as well as to the Catering Coordinator. The amounts of these weekly stipends shall be:

<u>Position:</u>	<u>Fiscal Year 2019-2023</u>
WHS Kitchen Manager	\$40.00
WMS Kitchen Manager	\$40.00
C.H. Barrows Kitchen Manager	\$40.00
Catering Coordinator	\$1,040.00 - paid ½ December ½ June