

New Haven Board of Education
Local 217 UNITEHERE, AFL-CIO
Reached February 12, 2025
Finalized February 18, 2025

TENTATIVE AGREEMENT
subject to ratification by the Union and approval by the Board

UNION PROPOSALS:

UNION 1:

Article 5, Hours of Work (providing that employees will be paid on inclement weather days):

The Union withdraws this proposal.

UNION 2:

Article 6, Wages.

2024-2025 \$2.50 per hour increase for all classifications
2025-2026 \$1.00 per hour increase for all classifications
2026-2027 \$1.00 per hour increase for all classifications
2027-2028 \$1.50 per hour increase for all classifications

These amounts translate into the following wage increases:

Position	2023-2024	2024-2025:	2025-2026	2026-2027	2027-2028
Cook/Lead	\$25.06	\$27.56	\$28.56	\$29.56	\$31.06
General Worker	\$21.52	\$24.02	\$25.02	\$26.02	\$27.52
Lead Cook	\$27.99	\$30.49	\$31.49	\$32.49	\$33.99

The Board declines to create a new position of Assistant Cook, which is not a mandatory subject of negotiation.

UNION 4

Article 18, Longevity (increases in longevity amounts proposed).

The Union withdraws this proposal.

UNION 5

Article 9, Uniforms:

ARTICLE 9 - UNIFORMS

Each employee shall be provided with the following articles of clothing which shall be of a color and style to be determined by the Board, in the amount and manner provided for in accordance with the following:

(a) Initial issue for employees effective upon implementation and all new employees:

1. 5 shirts
2. 5 aprons
3. 1 visor
4. ~~1 pair of slid and oil resistant shoes *~~

(b) Annual issue:

1. 2 shirts
2. 2 aprons
3. ~~1 pair of slip and oil resistant shoes *~~

In addition, unit members shall receive an annual stipend/allowance of up to \$90 to purchase a safety shoe of their choice from a vendor approved by the Board. Employees who demonstrate a medical need for special footwear shall be issued the annual stipend/allowance from the Board of up to \$90 to purchase safety shoes of their choice to accommodate their need in accordance with the Americans with Disabilities Act.

(c) Uniform articles damaged or destroyed while on duty shall be replaced by the Board on a trade-in basis.

(d) Employees shall be required to wear slip and oil resistant closed toe shoes. In the event an employee does not wear slip and oil resistant closed toe shoes such employee shall wear overshoes as supplied by the Board. Employees shall be able to continue wearing dresses or skirts unless the Board in its sole discretion determines that such dress and/or skirt presents a safety or health hazard. All employees wearing pants shall wear pants of a solid, neutral color.

~~*In the event that a documented medical condition exists which does not allow an employee to wear the shoes provided, such employee shall receive an annual allowance of \$75 to be used for skid/oil resistant shoes. In the event that the Board does not arrange for the distribution of the annual shoe issue by October 1, then the Board shall issue a \$75.00~~

~~shoe allowance in the next payroll cycle and shall be relieved of its responsibility for the annual issue for that year. Upon receipt of the shoe allowance, employees shall purchase slip and oil resistant closed toe shoes within one week.~~

UNION 7

Article 11, Section 1 (Permit unit members to carry over and bank up to four personal days and be paid out at year's end or upon separation at the unit member's option).

The Union withdraws this proposal.

UNION 8:

Amend Article 13, Section 2 of Section 10 as follows:

Section 2

Employees who have completed their probationary period shall be covered by a short term disability policy as described herein. In addition, employees shall be allowed seven (7) paid sick days per year, to be credited January 1 of each calendar year after the employee has completed his/her probationary period.

In the case of a new employee, he/she shall not be credited with any paid sick days until his/her probationary period is completed; at which time the employee shall be credited with a pro-rated number of paid sick days retroactive to his/her date of hire for the first calendar year only.

All paid sick days credited in any one calendar year ~~shall be forfeited if not used within that calendar year~~ ***that are unused at the end of that year shall be paid out in January of the following calendar year.***

UNION 9

Article 26, Insurance:

The Board modified its response as set forth below based on the confirmation that the City will fund the insurance for members of this unit.

The City also asks as part of the settlement of this contract that the pending grievance concerning placement of recently-hired unit members in social security and not in the City pension plan be resolved by agreeing that such unit members and future unit members will participate in social security and not participate in the City pension plan. This agreement will be implemented by amending Schedule X, Article I, Section 1 to read:

- a) Eligible employee means any full time employee covered by this Collective Bargaining Agreement ***employed prior to [insert date when newly hired food service workers were first placed in social security rather than this pension plan]***, except an employee receiving

benefits from or eligible for participation in any of the other pension or retirement funds of the City or the State of Connecticut;

ARTICLE 26 - INSURANCE

Section 1 Participation in Food Service Plan Unit 176

~~Prior to April 1, 2021, the Employer shall follow the existing CBA's terms for providing Medical, Vision, and Life and AD&D coverage through the Fund. Accordingly, the parties agree that the health and welfare provisions of the CBA that expired on June 30, 2020 will be extended through March 31, 2021 for the purposes of contributions to the Fund. **Health insurance benefits shall be provided to eligible members of the bargaining unit as set forth below.**~~

Section 2 Trust Language

Effective April 1, 2021 the Employer agrees to contribute for each employee covered by this Agreement to UNITE HERE HEALTH ("Fund") for the purpose of providing health and welfare benefits under the UNITE HERE HEALTH Food Service Plan Unit II ("FSP II"), or such new, merged or consolidated plan units as may be adopted by the Trustees. Said contributions shall be submitted electronically together with an electronic report of the employee data required by the Fund in the format prescribed by the Fund, no later than the fifteenth (15th) day of the month preceding the month of coverage.

In addition to providing the monthly report and payment set forth above, the Employer must report to the Fund, by no later than 10am on the last business day of the month, any changes in the status of an employee that may affect that employee's coverage (for example, terminations, layoffs, new hires and newly eligibles). Since the Fund generally cannot rescind coverage, if the Employer fails to timely report a change that would otherwise terminate coverage, the Employer must pay the entire contribution for that employee (including any co-premium normally paid by the employee) for each additional month until the status change is reported to the Fund. If the Employer timely reports a change that would otherwise terminate coverage, the Employer will receive a credit for any applicable monthly payment submitted during the month of change.

The Employer agrees to submit the electronic payments and reports in a format approved by the Fund or directly via the Fund's online system. The parties acknowledge that an Excel spreadsheet with the required data fields and payment via ACH are approved formats. The Union and Employer acknowledge that the Employer's late report may result in a delay in the benefits of otherwise eligible employees.

The Employer and the Union agree to be bound by the Agreement and Declaration of Trust ("Trust Agreement") of the Fund as may, from time to time, be amended, and they do hereby irrevocably designate as their respective representatives on the Board of Trustees, such Trustees named in said Trust Agreement as Employer and Union Trustees, together with their successors selected as provided therein, and agree to abide and be bound by all procedures

established and actions taken by the Trustees pursuant to said Trust Agreement. Any provision in this Agreement that is inconsistent with the Trust Agreement, or the Plan of Benefits, rules, or procedures established by the Trustees, shall be null and void.

Section 3 General Provisions

The Employer shall contribute to the Fund for all eligible employees. An eligible employee is defined as an employee who is regularly scheduled to work twenty (20) or more hours per week.

The following classes of employees shall be covered by this Agreement and shall be eligible for contributions to the Fund: General Worker, Kitchen Cook, Cook/Lead and Lead Cook.

The Employer will begin making contributions to the Fund for all eligible employees on the first of the month following the date of hire.

Section 4 Monthly Contributions

The Employer shall contribute the sums stated below for each eligible employee.

Platinum Plus PPO – Monthly Rates

Effective Date	Single	Single + Spouse	Single + Child(ren)	Family
1/1/25	\$919.92	\$1,961.95	\$1,534.48	\$2,724.95

~~**Gold Plus PPO – Monthly Rates**~~

Effective Date	Single	Single + Spouse	Single + Child(ren)	Family
4/1/21	\$674.88	\$1,439.34	\$1,125.74	\$1,999.10
1/1/22	\$685.00	\$1,460.93	\$1,142.62	\$2,029.09

~~(F) Effective 1/1/24 through the expiration of this Agreement, the Employer agrees to contribute the contribution rates necessary for the above mentioned options, as determined by the Fund, to sustain benefits. The parties agree and understand that, if the appropriate contribution rates are not paid, the Trustees of the Fund may eliminate benefits to otherwise eligible participants and terminate the employer's participation pursuant to the Fund's Minimum Standards.~~

Section 5 Employee Co-premiums

Employee Co-premiums for Medical

- Single: 10% 2%
- Single Plus Spouse: 10% 2%
- Single Plus Children: 10% 2% (

- Family: ~~10%~~ 2%

The Employer will deduct the amounts listed above of said coverage contributions from employees' paychecks. The Employer will submit the entire contribution to the Fund on a monthly basis on behalf of all eligible employees.

Copies of the plan documents have been provided by the Union and will be maintained at Central Kitchen and Human Resources for review upon request. The Union shall promptly supply any updates to such plans to the Director of Food Services and the Director of Human Resources and Labor Relations in order that the plans on file will be the most recent version applicable to the employees. The parties also agree that the provisions of Article 26, Sections 6-7 and Sections 9-12 do not apply to the Fund.

Section 6 Employer Sponsored Plans

The Board shall provide the following for the employees eligible for the coverage under Section 1 of this Article:

- (A) Vision Care Rider for all eligible employees and their enrolled dependents (at a 12% employee cost share, based on the fully insured equivalent rate of the single, couple or family plan selected);
- (B) The Full Service Dental plan for employees and all eligible dependents including the unmarried dependents children rider ages 19-26. Dental Riders A (Additional Basic Benefits, B (Prothodontic), C (Periodontics), and D (Orthodontics) (at a 12% employee cost share, based on the fully insured equivalent rate of the single, couple or family plan selected);
- (C) An eight thousand dollar (\$8000) term life insurance policy.

Section 7

(A) Employees shall contribute ~~10%~~ 2% of the cost of his/her health insurance premiums, to be deducted from the employee's paychecks on a weekly basis over 40 pay periods during the school year.

Section 8

The City shall implement and maintain a Section 125 pre-tax wage deduction plan in accordance with applicable provisions of Section 125 of the Internal Revenue Code (and in accordance with any amendments to said provisions) so long as said provisions allow for such a plan. Said plan will be designed to permit exclusion from taxable income of the employees' share of health insurance premiums for those employees who complete and sign the appropriate wage deduction form. The City shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax exempt status of the employee insurance premium contributions. Neither the Union nor any employee covered by this Agreement shall make any claim or demand nor maintain any action against the City or any of its members or

agents for taxes, penalties, interest or other costs or loss arising from the use of the wage deduction form or from a change in law that may reduce or eliminate the employee tax benefits to be derived from this plan. Further, the parties agree that the health insurance benefits and the administration of those benefits shall continue to be governed by the collective bargaining agreement and the carrier's insurance plan.

Section 9 Employer Sponsored Plan for Retirees

The Board of Education shall pay for all medical insurances (excluding term life insurance and the maternity rider) for all Retirees as follows:

A. Retirees and their spouses only who have retired since July 1, 1982 and meet the following criteria:

- Ten (10) years service and meet the criteria to retire under the rule of 80.
- Twenty (20) years of service and retire with service-connected disability.
- Fifteen (15) years of service and retire on Disability Pension and meet the total and permanent requirements of Social Security.

B. Retirees (and their spouses) who were hired prior to January 1, 2014 and meet the following criteria:

- Ten (10) years service and meet the criteria to retire under the rule of 80.
- Twenty (20) years of service and retire with service-connected disability.
- Fifteen (15) years of service and retire on Disability Pension and meet the total and permanent requirements of Social Security.

C. Retirees only (no spousal coverage) who were hired after January 1, 2014 and meet the following criteria:

- Twenty five (25) years service and meet the criteria to retire under the rule of 80.
- Twenty (20) years of service and retire with service-connected disability.
- Fifteen (15) years of service and retire on Disability Pension and meet the total and permanent requirements of Social Security.

Retirees (and spouses, if applicable) shall be covered under the plans identified in the appendix to this Agreement at the following cost shares:

Effective Date	Lumenos	CP Comp Mix	BC POE	CP POS
July 1, 2020	12%	18.25%	22.25%	24.25%
July 1, 2024	13%	19.25%	23.25%	25.25%

<i>July 1, 2025</i>	<i>14%</i>	<i>20.25%</i>	<i>24.25%</i>	<i>26.25%</i>
<i>July 1, 2026</i>	<i>15%</i>	<i>21.25%</i>	<i>25.25%</i>	<i>27.25%</i>
<i>July 1, 2027</i>	<i>16%</i>	<i>22.25%</i>	<i>26.25%</i>	<i>28.25%</i>

Said coverage shall be paid by the BOARD until the Retiree reaches age seventy (70) at which time the Retiree would then have the option of continuing Group Health Insurance offered by the employer at the group rate provided that the Retiree pays the premium in a timely fashion.

Spouses of employees who are still working but meet the above criteria and die while still an employee will be covered under this provision until such time as the employee would have reached age seventy (70).

Spouses of Retirees who are retired and meet the above criteria and die prior to age seventy (70) shall continue to be covered until such time as the Retiree would have reached age seventy (70).

When the retiree/spouse or dependent reaches age 65 or becomes eligible for Medicare, the retiree or spouse must purchase Medicare Part B. The Board will pay for retiree Medicare Supplemental Plan C with unlimited pharmaceutical until the retiree reaches age 70 for both the retiree and applicable spouse. If the retiree dies before the age of 70 and meets the above criteria, the Board will pay the premiums of said Medicare supplemental insurance for the surviving spouse up to said time the retiree would have reached age 70. In addition, the City shall have the ability to pursue, with the cooperation of the retiree and/or covered individual, any and all age appropriate riders and other forms of collateral coverage, which may serve to offset costs to the City.

Section 10

In accordance with the carrier's policy, the City shall provide the above with the exception of life insurance coverage to the employee's eligible enrolled dependents.

Section 11

When an employee covered by this contract has a spouse who is employed by the City of New Haven and said spouse, under the terms of this or any other UNION contract or under any arrangement with the City of New Haven or any other City branches or sub-divisions including the Board of Education, is receiving the same or similar medical insurance coverage for the family unit, then the UNION member and his or her spouse can receive coverage either under the medical insurance plan afforded the UNION member or the medical insurance plan afforded the spouse, but they must elect which plan they wish the family to be covered by and the entire family unit must be covered by one of said medical insurance plans and completely excluded from the other.

Section 12

The City may change insurance carriers to a plan with comparable benefits to the benefits enjoyed under the current plan. The Union will be notified prior to any change and if the Union

wishes, the City will fully discuss any changes with them prior to their implementation. If a change of carriers is made, the amount that an employee is contributing for coverage in the program shall not be changed for the duration of this Agreement. The Medical Benefits Office maintains all plan documents and applicable riders.

UNION 10

Article 17, Section 3 (Enhance perfect attendance bonus)

Employees who have a perfect attendance record for the first semester of the school year shall receive a ~~\$100.00~~ **\$150.00** bonus. Employees who have a perfect attendance record for the second semester of the school year shall receive a ~~\$100.00~~ **\$150.00** bonus.

BOARD PROPOSALS:

BOARD PROPOSAL NO. 1 (MOUs)

The parties will produce and review any and all remaining memoranda of agreement, and any memorandum of agreement that is not re-executed by the parties shall be null and void, ~~effective July 1, 2024~~ ***subject to the following: should either party identify and present to the other subsequent to the execution of this Agreement a memorandum of agreement not previously shared, the other party may either acknowledge and re-execute the memorandum of agreement or require negotiations over whether and how the memorandum of agreement shall continue in force.***

BOARD PROPOSAL NO. 6 (HOURS OF WORK):

Amend Article V, Sections 1, 2, 3 and 9 as follows:

Section 1

It is agreed that so long as the conditions affecting the operations in each cafeteria, whatever those conditions might be, remain constant, the number of personnel and the hours currently worked by said personnel in said cafeterias shall remain unchanged from the present.

Section 2

It is further agreed that if a change and/or alteration of operations is contemplated which would have the effect of altering either the number of personnel in a given cafeteria, or the hours of work of said personnel that the parties will meet and ~~negotiate~~ ***confer*** regarding the impact that such changes would have. ***In exercising its right to create and eliminate positions, the Board shall not be required to post vacancies after it has eliminated a position, but any affected staff member shall be reassigned without loss of hours/pay.***

Section 3

It is understood that the intent of this Article is to provide protection against an arbitrary or capricious reduction of hours and/or personnel, while at the same time not preventing management from altering hours and/or personnel for legitimate business or operational reasons. However, it is clearly understood that the impact of any such change shall be a matter of negotiations between the parties.

Section 9

If, under Sections 1 and 2 above, ~~the Board and Union agree to~~ **there is** a change in the number of personnel and/or the hours currently worked by said personnel in a given cafeteria, the Board shall notify such affected personnel no less than two (2) weeks before the change is meant to take effect.

BOARD PROPOSAL NO. 8 (Paid Time Off)

The Board withdraws this proposal.

BOARD PROPOSAL NO. 11 (Disciplinary Procedures)

The Board withdraws this proposal.

BOARD PROPOSAL NO. 12 (Sick Leave)

Amend Article 13 to include new Section 5, subsection (b) provision as follows:

- b. In the event an employee is absent due to illness or injury for ten (10) days in any school year, they may be required by the Superintendent or designee to submit a doctor's certificate for subsequent absences. In addition, the Superintendent or designee may require the employee to attend a meeting if the Superintendent or designee has reasonable concerns about the employee's attendance and/or suspicion of sick leave abuse. Nothing in this section shall prohibit disciplinary action against an employee for attendance issues, provided that such discipline shall be subject to the provisions of Article 22.*

BOARD PROPOSAL NO. 15 (Substance Abuse Policy)

Delete Article 27 as superseded by Board of Education Policy, as may be amended from time to time, ***subject to negotiations with the Union over mandatory subjects of bargaining.***

All agreements previously reached (attached) are included in this Tentative Agreement.

NEW HAVEN BOARD OF
EDUCATION

LOCAL 217 UNITEHERE, AFL-CIO

_____ Date

Joshua Stanley 2/21/25
Date
JOSHUA STANLEY

New Haven Board of Education
2024 Local 217 Negotiations
January 24, 2025
Revised February 7, 2025

AGREEMENTS REACHED TO DATE
(Agreements reached on January 24 identified by *)

BOARD PROPOSAL NO. 1 (Term)

The Board seeks a four-year contract. The Board reserves the right to modify its position on duration, including a shorter duration, depending on the other issues in dispute.

BOARD PROPOSAL NO. 4 (Union Security)

Amend Article 2, Section 1, in accordance with a separate MOA dated April 8, 2022 and May 10, 2022 respectively to comply with the United States Supreme Court Decision in *Janus v. AFSCME* (2018):

Section 1

All employees, if not already members, ~~shall within thirty (30) days following the effective date of this Agreement, as a condition of continued employment, become and remain a member of the Union in good standing or pay to the Union an agency fee in recognition of the services performed by the Union~~ **shall have the right to become a member of the Union by joining the Union and authorizing the Board of Education in writing to deduct for dues, which the Board will remit to the Union as set forth below. Employees who wish to withdraw from union membership may do so in accordance with procedures adopted by the Union in accordance with statute and legal precedent.**

BOARD PROPOSAL NO. 5 (General)

Amend Article 4, Sections 2, 3, 4 and 8 as follows:

Section 2

The benefits, economic and otherwise, set forth in this Agreement shall be final and binding on both parties for the life of this Agreement effective July 1, ~~2020~~ **2024** - June 30, ~~2024~~ **2028**.

With the exception of any federal, state, or local legislation to the contrary, the provisions and conditions of this Agreement shall not be changed or altered in any way whatsoever for the life of this Agreement effective July 1, ~~2020~~ **2024** – June 30, ~~2024~~ **2028**. Consummation of this Agreement shall preclude any further negotiations unless mutually agreed to by both parties

Section 3

~~An employee hired for or transferred into the Head Start food preparation program, or any similar program operated by the Department of Cafeterias from special funds, shall be considered part of the bargaining unit and shall be treated the same as other bargaining unit employees with respect to seniority and accumulated benefits as well as the other provisions of this Agreement, except that employees newly hired for such special programs shall not participate in the pension plan.~~

Section 4

~~Should an individual, hired for the Head Start food preparation program or any other similar specially funded program, be transferred to a BOARD cafeteria position, his/her seniority date shall be his/her original date of hire.~~

Section 8

~~If any kitchen is not in proper condition after summer use, the employees in such kitchen shall be called in two (2) working days earlier than otherwise normal, at their regularly scheduled number of hours, for cleanup before service begins in the fall. *The Employee work year shall commence two (2) days before the start of the student school year.*~~

***BOARD PROPOSAL NO. 5 (GENERAL)**

Amend Article 4, Section 10 to read:

Section 10

The Board shall mail paychecks when employees are scheduled not to work on a Thursday and the following Friday. *Employees are encouraged to sign up for direct deposit to assure prompt receipt of their pay.*

BOARD PROPOSAL NO. 6 (HOURS OF WORK)

Amend Article V, Section 5:

Section 5

~~Except for the end of the year early dismissal day, minimum work schedules on school calendar early dismissal days shall be as follows:~~

- a. ~~Employees in schools serving prepacked meals shall be scheduled for a minimum of two (2) hours.~~

- b. ~~Other employees shall report to work at their regularly scheduled time, unless an earlier reporting time is necessary to achieve a minimum of four (4) hours.~~

~~If the number of early dismissal days in which the BOARD determines that lunches will not be served in some or all schools increases beyond six (6) days excluding the end of the year early dismissal day, during any school year then the BOARD shall pay all employees for any hours that they lose because of early dismissal days that exceed six (6) in any school year excluding the end of the year early dismissal day.~~

~~Notwithstanding the above, the Board reserves the right to restructure High School positions to work a 164 day work schedule based on the lack of food service during testing periods, year end activities and other similar activities. Upon completion of the post-service cleaning prior to all service interruptions, all affected High School bargaining unit members shall be afforded by seniority any and all available work in the cafeteria's system (including central kitchen) before non-bargaining unit employees.~~

***BOARD PROPOSAL NO. 7 (HOLIDAYS):**

Amend Article 10, Section 2, to read:

Section 2

On any day declared a holiday by the Mayor of the City and which results in a paid holiday for all City departments, ~~shall be also observed as a holiday under this Article, if such is a normal work day~~ *any worker who works shall be paid time and one-half (1.5x) their normal hourly rate.*

BOARD PROPOSAL NO. 8 (Holidays)

Amend Article 10, Section 1, to read:

Section 1

All *12-month* permanent employees shall receive ~~ten (10)~~ *twelve (12)* paid holidays per year. *All other employees shall receive ten (10) paid holidays per year.* The BOARD shall submit to the UNION within a reasonable length of time subsequent to September 1 of each year a list of the ten (10) holidays for which the employees will be paid.

***BOARD PROPOSAL NO. 10 (Funeral Pay) Withdrawn without prejudice**

Clarify Article 12, Section 1 to read:

Section 1

~~An employee who has a death in his/her immediate family (as defined below) shall be excused from work, without loss of pay, for a period not to exceed four (4) *consecutive* working days. The purpose of this provision is to allow the employees to make necessary funeral arrangements and/or to actually attend the funeral service. Employees shall only be paid for those absences which occur on days which would have otherwise been regularly scheduled work days. It shall be the responsibility of the employee to notify his/her supervisor of his/her intended absence.~~

***BOARD PROPOSAL NO. 11 (Non-Discrimination)**

Amend Article 21 to read:

Section 1

There shall be no discrimination by the Employer or the Union against any employee based upon his/her membership in *any protected class and/or their membership in* or activities on behalf of the Union, ~~or based upon his/her race, color, religious creed, age, sex, sexual orientation, marital status, national origin, ancestry, or present or past history of mental disorder, mental retardation, learning disability or physical disability, including, but not limited to, blindness.~~

BOARD PROPOSAL NO. 13 (Grievance Procedure)

Amend Article 23 to read:

Section 1

The BOARD and the UNION desire that all employees in the unit be treated fairly and equitably. It is intended that this grievance procedure will provide the means of resolving complaints and grievances at the lowest level possible, and nothing in this Article should be interpreted as discouraging an employee and/or his/her representative from discussing any dissatisfaction, in an informal manner, with his/her immediate supervisor, higher level supervision, or ~~Department of Education~~ **Board** representatives.

Section 2

Step 1 An employee or the UNION with a complaint shall reduce his/her complaint to writing within ten (10) working days of the incident or knowledge of incident, either on a form mutually agreed to by the parties or in a letter. Such grievance must contain the following information: (1) a statement presenting, in a concise manner, the details of the grievance; (2) a statement outlining the relief sought; and (3) specific reference to the Article and/or Sections of the Agreement which the grievant feels have been violated. The employees and/or his/her chosen representative shall submit the written grievance to the ~~Cafeteria Manager~~ **Bureau Supervisor, Director** or such other individual as is designated by the Superintendent

of Schools. The Cafeteria Manager or such other individual as is designated by the Superintendent of Schools, shall make whatever additional investigation is necessary and shall give a response as soon as practicable, but within five (5) working days of the date of receipt of the written grievance.

Step 2 If the decision at Step 1 is not satisfactory to the employee, ~~he/she~~ **they** may appeal the grievance to the Superintendent of Schools or his designated representative within ten (10) working days after receiving the decision at Step 1. Upon receipt of such an appeal, the Superintendent of Schools or ~~his~~ **their** representative shall meet with the grievant and the UNION representative within ten (10) calendar days of receipt of the grievance and shall give his/her decision, in writing, to the UNION within fourteen (14) calendar days of such meeting.

Section 3

Any employee's grievance will be considered dismissed when the time limit to appeal to the next step expires. Extensions to all time limits in this article may be made by mutual agreement of the parties. Extensions shall not be unreasonably denied.

Section 4

At Steps 1 and 2 of this procedure, the BOARD and the UNION shall be permitted to call a reasonable number of relevant witnesses, normally not more than two (2) from each party at Step 1 and three (3) from each party at Step 2.

Section 5

When several employees within the unit have an identical grievance, the UNION shall select one (1) individual case for processing with the understanding that the decision on the case will be applied to the other identical cases. Such grievances shall be known as a Policy Grievance.

Section 6

Grievances will be heard at times most practical to do so. Should such times occur during periods other than normal working hours of the grievant and/or other UNION representatives, the BOARD shall accept no financial obligation for such time spent by the grievant and/or other UNION representatives.

Section 7

The UNION agrees that it shall cooperate with the ~~Department of Education~~ **Board** by making every effort to handle grievances in such a manner so as to cause a minimum of interference with normal operations of the School System.

Section 8

In order that the grievance procedure be utilized as intended by the parties to this Agreement, it is agreed by the parties that grievances shall be confined solely to matters of interpretation and/or application of the articles and sections of this Agreement.

BOARD PROPOSAL NO. 14 (Arbitration)

Amend Article 24, Section 1 to read:

Section 1

If the grievance is not resolved in Step 2, the UNION may submit the grievance to the ~~Connecticut State Board of Mediation and Arbitration~~ *American Arbitration Association*. Any grievance must be submitted for arbitration within fourteen (14) calendar days of receipt of the written Step 2 decision. A copy of the request for arbitration shall be sent to the Superintendent of Schools or his/her designee. A grievance shall be considered to be waived when the time limit to appeal to arbitration expires.

BOARD PROPOSAL NO. 16 (Lead Cook/Production Lead)

Amend chart located in Article 6, Section 1 to replace "Lead Cook" with "Production Lead."

UNION 3

The Board will provide two (2) lead cook boot camp trainings per year, one to be held in the fall and one to be held in the spring. These trainings will include training on the production sheets.

UNION 6

Cook leads will be provided with mesh coats.

UNION 11

ARTICLE TBD: JURY DUTY

The Board shall continue to pay employees who are summoned for jury duty their regular pay for the period such employees perform such jury service. The employee shall sign over to the Board any payment received for such jury service.

UNION 12

ARTICLE TBD: QUARANTINE

The Board shall compensate any employee for all time lost due to a mandated quarantine; employees will not be required to use their sick time.

