

Agreement Between

VERNON BOARD OF EDUCATION

and

**UNITED FOOD AND COMMERCIAL WORKERS UNION,
LOCAL 919, AFL-CIO**

CAFETERIA WORKERS

July 1, 2014 through June 30, 2017

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ARTICLE 1 Recognition

- 1.1 The Board hereby recognizes the Union as the sole and exclusive bargaining agent for all cafeteria workers, excluding the Food Service Director, bookkeepers, and substitutes.
- 1.2 The Board agrees to deduct from the pay of all of its employees who authorize such deductions from their wages, such membership dues, initiation fees, service fees, and reinstatement fees as may be fixed by the Union. Such deductions shall continue for the duration of this Agreement or any extension thereof. The Union will supply to the Board membership applications which will be filled out at the time of employment, and the Board agrees to forward said applications to Local 919.
- 1.3 All employees in the bargaining unit shall, sixty (60) calendar days from the date of their employment by the Board, become and remain members of the Union in good standing in accordance with the Constitution and Bylaws of the Union or pay a service fee to the Union during the terms of this Agreement or extension thereof as a condition of employment. Said service fee shall be equal to the proportion of Union dues and initiation fee uniformly required of Union members to underwrite the costs of collective bargaining. The amount of said service fee shall be certified in writing to the Board by the Union. Any requests by the Union to enforce any provisions of this Article with respect to any employee(s) shall be in writing and shall state in reasonable detail the reasons for the request(s).
- 1.4 The deduction for any month shall be made during the first payroll week of said month and shall be remitted to the Union's office, together with a list of names of employees from whose wages such deductions have been made, not later than the first day of the following month. A signed card authorizing the deduction will be provided to the Board, and the Union agrees to indemnify and hold the Board of Education 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 Board of Education for the purpose of complying with the provisions of this Article.

ARTICLE 2 Seniority

- 2.1 Board seniority is defined as length of continued, uninterrupted service with the Vernon school system as a cafeteria employee.
- 2.2 Layoffs shall take effect in the following order:
 - 2.2.1 Substitute employees
 - 2.2.2 Probationary employees
 - 2.2.3 Part-time employees

- 2.2.4 Full-time employees [six (6) or more hours per day] within job categories based on the needs of the district. The job categories are: Cook Manager, Cashier, and Worker.
- 2.3 A laid-off employee will be put on a recall list for one (1) year after termination. Said employee shall be offered the opportunity to bid on a vacant position in accordance with the procedures as established in Article 3 of this Agreement provided that he/she notifies the employer by certified or registered mail of his/her intent to return to work within five (5) working days of being offered the posted position and reports to work not later than five (5) working days thereafter.
- 2.4 An employee shall lose all seniority when he or she:
- 2.4.1 Resigns
 - 2.4.2 Retires
 - 2.4.3 Is discharged for cause.
- 2.5 The Board shall provide a seniority list to the Union Representative upon request. This list will contain name, job title, and the date of hire.
- 2.6 The Union Representative shall be emailed all job postings when they occur.
- 2.7 New employees shall serve a probationary period of sixty (60) calendar days and shall have no seniority rights during this period but shall be subject to all other provisions of this Agreement except the Grievance Procedure. During the 60 day probationary period, new employees are not eligible for benefits.
- 2.8 All employees after completion of the probationary period shall acquire length of service records as of the date of employment.

ARTICLE 3 Promotions and Transfers

- 3.1 All promotional opportunities and job openings shall be provided to each Café Manager for posting in each school for a period of five (5) business days. The Board of Education may advertise vacancies at the same time as internal postings.
- 3.2 If vacancies occur in regular positions or if new positions are created, these positions shall be filled by employees of the cafeteria department of the same job categories as the vacancy (Cook Manager, Cashier, and Worker), based upon seniority and job performance. The right to promote shall remain as a management right exclusively vested in the Board of Education as long as seniority and performance evaluations are considered.
- 3.3 An employee promoted to a different job category will serve a sixty (60) workday probationary period in which the Manager or Food Service Director will evaluate the

performance of the employee. If the employee is unable to perform the duties and responsibilities of the position in a satisfactory manner, he/she will revert back to his/her previous position. When the employee is retained in the position for a period of sixty (60) consecutive workdays, then he/she is considered qualified and allocated to said position.

- 3.4 Employees assigned to perform the duties of a higher classification, due to the absence of another employee, shall be paid the rate of the higher classification, starting immediately. They will revert to their original classifications and pay scales upon the return of the absent employee. In cases when a part-time or substitute employee agrees to work extra hours to cover for absent employees, they shall remain classified as a part-time or substitute employee up to one (1) year unless or until the absent employee ceases to be employed. At that point the part-time or substitute employee will become a regular employee.
- 3.5 Reasonable permanent transfers may be made by the employer provided the Union and the employee have been notified in writing at least seven (7) calendar days in advance of the transfer or by phone or in person to be confirmed in writing.
- 3.6 Performance Evaluation. A performance evaluation form will be completed each June by the Cafeteria Manager in conjunction with the Director of Food Service. A performance evaluation form is attached at the end of this contract (Appendix B).

ARTICLE 4 Hours of Work and Overtime

- 4.1 Overtime rates and time and one-half (1-1/2) will be paid for the following:
 - 4.1.1 All time worked in excess of thirty-five (35) hours in one week.
 - 4.1.2 All work performed on Saturday with a guaranteed minimum of four (4) hours.
 - 4.1.3 All work performed outside of normal scheduled work hours as defined in section 4.5. Daily afterschool programs are exempt.
- 4.2 Overtime rates at double time will be paid for all time worked on Sundays with a guaranteed minimum of four (4) hours.
- 4.3 All overtime work shall be distributed equally among employees within classifications based on district-wide seniority on the overtime wheel.
- 4.4 Annual days of work and hours of work for each position within the bargaining unit will be established by the Food Service Director based upon the school calendar and need for food service within each school. When new food programs are presented during the school year, during normal work hours, the schedules will be reviewed and adjusted as needed.

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- 4.5 The scheduled work hours for cafeteria employees will be scheduled between the hours of 6:30 a.m. and 3:00 p.m. unless emergency conditions require otherwise.
- 4.6 The scheduled hours and days worked per year for all bargaining positions shall be provided to the cafeteria manager for posting within each school fifteen (15) days after commencement of each school year. A copy of this posting will be emailed to the Union Representative at that time. Except in an emergency the Union will be notified within five (5) workdays of any permanent change by email.
- 4.6.1 Scheduled annual days are approximate with the high school exam schedule closing the cafeteria and the possibility that schools may for some reason be open without the cafeteria or with students resulting in a reduced schedule for the cafeteria. In that event, the Food Service Director will give advance notice to all schools and request volunteers to take a day off, paid if the employee chooses and has available time off, so that the staff of the closing cafeteria has an opportunity to work if desired. Otherwise, the staff of the closed cafeteria may use seniority to bump the least senior member of the cafeteria employees in the same classification
- 4.7 If the need for overtime arises during regular shifts due to absenteeism for whatever reason a sign-up list based on seniority will be used. If no one avails himself/herself of the opportunity to accept such overtime, then the Director or his/her designee may require the least senior employee available in the building requiring the overtime to be held over for a maximum of two (2) hours. If no employee is available in the affected building, then the least senior employee on duty may be assigned to the affected building and held over for up to two (2) hours.
- 4.8 In the case of special activity time a sign-up list based on seniority will be used. If no one avails himself/herself of the opportunity to accept such overtime, or the scheduled employee informs the Director less than twenty-four (24) hours prior to the scheduled special activity that he/she will be absent for whatever reason, then the Director may utilize any available person including substitutes to cover the special activity.
- 4.9 On snow days or emergency closings announced in the media employees will not be paid. For emergency closings and early dismissals called during the school day, employees shall be paid for hours actually worked plus one hour not to exceed the normally scheduled hours.
- 4.10.1 No employee will be scheduled to work less than two and one-half (2-1/2) hours per day.
- 4.11 Employees shall be paid for emergency (unscheduled) early closings if they occur during the employees' scheduled hours.
- 4.12 In schools where the Manager must perform general worker and cashier duties, the Food Service Director may, on an as needed basis, authorize early call-in of part-time or substitute workers to free the Manager to perform managerial duties.

ARTICLE 5 Leave Provisions

- 5.1 **SICK LEAVE.** Sick leave will be calculated based on the scheduled hours of each employee. Employees are eligible for 8 sick days annually. Sick days shall be accumulated to a maximum ceiling per employee of one hundred and twenty (120) days. An employee hired after June 30, 2011 shall accumulate sick leave days to a maximum of ninety (90) days.
- 5.1.1 Upon separation of employment in good standing with five (5) complete years of service, the vested employee hired before June 30, 2005, shall be paid fifty (50) percent of his/her accumulated sick time.
- Upon separation of employment in good standing with ten (10) complete years of service, the vested employee hired on July 1, 2005, and thereafter shall be paid ten (10) percent of his/her accumulated sick leave.
- 5.1.2 Sick leave may be used for the following purposes:
- 5.1.2.1 Personal illness or physical incapacity
 - 5.1.2.2 Enforced quarantine of the employee in accordance with community health regulations.
 - 5.1.2.3 To obtain medical or dental treatment. A certificate verifying said treatment may be required by the Food Service Director.
 - 5.1.2.4 Sick time may be used in quarter hour increments
 - 5.1.2.5 A dated doctor's certificate shall be required after three (3) consecutive working days of absence due to sickness or injury. Failure to provide the aforementioned certificate upon request by the Food Service Director and/or Director of Business and Finance will result in loss of wages for the days absent. Employees shall not be permitted to return to work without said certificate and will not receive compensation for these days.
- 5.2 The Board of Education upon approval of the Superintendent of Schools and Food Service Director may grant LEAVES OF ABSENCE without pay for a period not to exceed one (1) year. For leaves of absence for six (6) weeks or less the Board of Education will guarantee same position or a comparable position upon return. For leaves in excess of six (6) weeks, employees shall be reinstated to their former position or a comparable position provided an opening exists upon return from leave. Requests for such leave shall be made in writing to the Food Service Director and shall include a statement of the reasons there for and of the length of leave requested.

- 5.2.1 Employees who have been granted a leave of absence in excess of ninety (90) days shall notify the Food Service Director in writing of their intention to return to work at least two (2) months prior to the end of such granted leave if no return date is specified in granting the leave of absence, except that employees who are granted leaves as a result of sickness or accident will be returned to work as soon as a position is available.
- 5.2.2 During the period of leave without pay, except for military leave or leaves granted as a result of sickness or accident, the employee shall not be credited for the length of service and shall not be credited with the time while out on leave for the purpose of accruing sick leave or salary schedule advancement. Employees may continue their health and life insurance at their cost through the Vernon Board of Education group plans if participating while on active status.
- 5.2.3 The employee's accumulation of sick leave shall be retained to his/her credit upon return from leave.
- 5.2.4 Maternity leave request shall be in accordance with Connecticut General Statutes Section 46a-60(a)(7).
- 5.2.5 An employee on an approved leave of absence shall be automatically terminated if:
 - 5.2.5.1 He or she does not return to work when the leave of absence expires.
 - 5.2.5.2 He or she works elsewhere while on leave without express permission in writing from the Board to be so employed.
- 5.3 **INJURY LEAVE:** Per Connecticut Workers' Compensation rules and regulations.
- 5.4 **MILITARY LEAVE:** Per the USERRA in effect during the time of the leave.
- 5.5 **BEREAVEMENT LEAVE:** In the event of death in the immediate family of an employee or in the immediate family of his or her spouse, three (3) days' leave with pay shall be granted. Immediate family for purposes of this clause is defined as parents, grandparents, spouse, brother, sister, child, stepchild, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, and also any relative who is domiciled in the employee's household. The employee shall provide verification of the death when requested by the Food Service Director or the Director of Business and Finance. Should additional time be needed by an employee, it could be granted at the discretion of the Director or his/her designee.

ARTICLE 6

Paid Holidays and Personal Leave

6.1 Cafeteria employees covered by this agreement shall be entitled to the following paid holidays:

Labor Day	Christmas Eve Day
Columbus Day	New Year's Day
Veteran's Day	Martin Luther King Day
Thanksgiving Day	President's Day
The day after Thanksgiving	Good Friday
Christmas Day	Memorial Day

6.1.1 In order to qualify for holiday pay an employee must work the workdays immediately preceding and following the holiday unless on legitimate paid sick or personal leave. Failure to meet this requirement will result in forfeiture of the holiday pay.

6.1.2 If school is in session, employees shall receive an additional day's pay at their regular rates for the holiday.

6.2 Employees shall be entitled to three (3) personal days a year (non-accumulative each year) at full pay for specified personal reasons which shall be defined as illness of the immediate family, legal requirements, and religious holidays or other imperative personal business that could not be conducted except during regularly scheduled hours of employment. All personal leave must be approved by the Food Service Director or his/her designee with two (2) days (48 hours) prior notice. Personal leave may be taken in quarter hour increments.

6.2.1 A request to take leave under 6.2 shall be submitted to the Food Service Director or his/her designee electronically forty-eight (48) hours prior to said leave unless emergency circumstances preclude such notification. The Administration may request the reason for personal leave when inappropriate use is suspected. Failure to do so may be cause for forfeiture of leave pay.

ARTICLE 7

Wages

7.1 Wage scales and classifications of positions shall be negotiated and are part of this contract. See Appendix A.

7.2 All new probationary employees shall be paid at ninety (90) percent of the wage for their classification. Upon satisfactory completion of the probationary period, employees will receive the hourly wage for their classification. All other employees who, through promotion, change classifications shall receive the hourly wage for the higher classification.

- 7.3 Wage scales and increases for the term of this contract are shown in Appendix A.
- 7.4 **CERTIFICATION BONUS:** Employees who meet the current requirements of ServSafe Certification administered by the National Restaurant Association and can show evidence to that fact will receive the following additional differential:

Cook Manager	\$.30 per hour
Cashier	\$.30 per hour
Worker	\$.30 per hour

Cafeteria Managers are required to take and pass the ServSafe Certification. Training will be offered annually by the district.

Managers are required to take and pass the ServSafe Training Certification. Other employees, who choose to take the ServSafe Training, as well as managers, will be reimbursed 100% of the cost upon successful completion. Training will be offered annually by the district.

Managers are required to pass the ServSafe training exam by October 1, 2014 and maintain the certification as a requirement of the position. Managers who do not pass the exam in the first attempt will have until January 15, 2015 to retake the exam. If they do not successfully earn the certification on the second attempt, they will be allowed to transfer into an open position if one exists, and their salary will be reduced to the appropriate grade. If no open position exists, a staff member will be laid off in accordance with section 2.2. Within thirty calendar days of a managerial vacancy a ServSafe test will be made available to non-certified staff.

- 7.5 In the case where there is Federal, State and/or Town certification training required, employees will be reimbursed for 100% of the cost of the training upon successful completion, but does not make them eligible for the certification bonus. All trainings require preapproval by the Director of Food and Nutrition Services.
- 7.6 Travel reimbursement for mileage for cafeteria employees shall be at the rate established by the Internal Revenue Service for that calendar year.

ARTICLE 8

Employee Benefits

- 8.0 All employees hired prior to July 1, 2011 scheduled to work twenty (20) or more hours per week on a permanent basis and all employee hired after June 30, 2011 schedule to work thirty (30) or more hours per week on a permanent basis will be eligible for benefits as described in Article 8.
- 8.1 All eligible employees will be offered individual, two-person, or family plan medical coverage as outlined in Sections 8.1.1 and 8.1.2.

8.1.1 The HSA plan as described in Appendix D or equivalent plan.

8.1.2 Health Insurance coverage will begin after the 60 day probationary term.

8.1.3 The Board will contribute 50% to the employee's HSA account \$1,000 for single coverage and \$2,000 for 2 person and family coverage.

8.2 The Board of Education shall provide free of charge to all employees who wish them flu shots for the prevention of influenza in the fall of each year. If the employee does not have medical insurance from the Board then the employee must use the Board provided or designated clinics.

8.3 The Board will pay for employee group life insurance under group policy provided by the Board for its eligible employees in the following amounts:

Life Insurance	\$ 5,000.00
Accidental Death and Dismemberment	\$10,000.00

Employees must complete forms upon hire or when requested to be enrolled by Life Insurance.

8.4 Eligible employees shall be allowed to purchase the Co-pay Dental Plan at their expense, subject to the rules and regulations of the carrier.

8.5 Beginning July 1, 2014, new employees will be enrolled in the Town of Vernon's defined contribution plan. All employees hired prior to July 1, 2014 may remain in the pension plan.

8.6 **SELF-INSURANCE OPTION:** The Board may provide health insurance or life insurance coverage for bargaining unit members through alternate carriers or through self-insurance. The coverage and benefits provided through alternate insurance carriers, through self-insurance or through a combination of such alternatives shall be comparable to the coverage's available to cafeteria workers under the group health or life insurance policies described in this section. Should the Board desire to change carriers and/or self-insure, the cafeteria workers union president shall be first notified and given an opportunity to review the proposed changes. Should the union and the Board disagree that the alternative coverage's proposed will provide comparable coverage to those provided by the group plans described elsewhere in this section, binding arbitration as set forth in Article XI of this contract may be immediately implemented at the request of the union or the Board. Such arbitration shall take place before an impartial arbitrator with expertise in insurance. The proposed alternative carrier coverage will not be implemented unless and until a resolution by the aforementioned arbitrator is reached that such change is permissible under the terms of this section. None of the individual coverage's set forth in this section shall be subject to a proposed change in carrier and/or the self-insurance option more than once per year. Should the Board self-insure or change carriers pursuant to this section, the privacy of the members of the unit shall be fully respected.

ARTICLE 9 Grievance Procedure

- 9.1 All disciplinary actions shall be consistent with the infraction for which disciplinary action is being applied.
- 9.2 All warnings, suspensions, and discharges must be for just cause and must be stated in writing with reason or reasons given with a copy to employee and the Union president.
- 9.3 Grievances arising out of matters covered by this Agreement will be processed in the following manner:

9.3.1 The employee or Union representative shall, within ten (10) working days of the occurrence of the conditions causing the grievance or within ten (10) working days of his/her knowledge of its occurrence, whichever comes later, present to the Food Service Director the facts pertaining to the problem or incident.

The Food Service Director shall address the problem at once and notify the employee and Union representative of his/her decision within five (5) working days from the date that the problem was presented.

9.3.2 If the employee or Union representative feels that further review is justified and is not satisfied with the answer from the Food Service Director, all the facts pertaining to the problem shall be presented in writing to the Director of Business and Finance within ten (10) days from the date of the response from the Food Service Director.

The Director of Business and Finance shall notify the employee and the Union representative of his/her decision in writing within five (5) working days from the date that the problem was presented to him/her.

9.3.3 If the employee or Union representative is not satisfied with the response from the Director of Business and Finance, he/she may request a further review by the Board provided the request is made to the Board within five (5) working days from the time the decision was issued by the Director of Business and Finance.

The Board or its designated committee shall, as soon as possible, call a meeting attended by the aggrieved employee and if requested by the employee, the Union representative, the Food Service Director, and the Director of Business and Finance to review the facts.

As soon as is reasonable, but at least within ten (10) working days thereafter, the employee, the Union representative, the Food Service Director, and the Director of Business and Finance shall be notified in writing of the decision reached.

9.3.4 Arbitration

In the event the Union feels that further review is justified, the Union may within thirty (30) days submit the grievance to arbitration by the Connecticut State Board of Mediation and Arbitration or if mutually agreed to the parties may submit the grievance to the American Arbitration Association.

9.3.4.1 The Union will advise the Director of Business and Finance in writing of its submission of the grievance to arbitration at the time of filing.

9.3.4.2 The decision of the arbitrator(s) shall be final and binding on both parties. The cost of such arbitration, if any, shall be borne equally by the Union and the Board.

9.4 Officers of the Union, not exceeding two (2) in number, shall be provided with the necessary time off with pay for contract negotiations and grievance adjudication when such activities take place at a time during which such members are scheduled to be on duty.

ARTICLE 10 Records Request

10.1 In the event the Union has evidence which leads it to believe that an error has been made relating to rates of pay or the payment of employee benefit contributions, the Board agrees to supply to the Union within fourteen (14) days payroll data regarding the particular claim. Any such request for information shall be made to the Board in writing and specify the possible error that is being investigated.

ARTICLE 11 Visiting Schools

11.1 A duly authorized representative of the Union may visit the schools for the purpose of conducting Union business but in so doing shall not interfere with the employer's operation. Upon entering any school the Union representative shall report to the school's principal and shall comply with any Board policies in effect or local school requirements concerning visitations.

ARTICLE 12 Wearing Apparel and Tools

12.1 Annually the Board agrees to furnish without cost to the employee 3 shirts, 2 aprons and 2 hats and will reimburse each employee up to \$35 for safety shoes, as needed. Employees may request replacement apparel, this shall be determined at the discretion of the Director of Food Services. Such wearing apparel shall be worn by the employee

and laundered by the employee. All employees covered by this contract shall dress according to the "Dress Code of Vernon School Cafeterias."

- 12.2 The Board further agrees to furnish such equipment without cost as is customarily required in the course of employment. The employees shall use these items with care and only for the purpose for which they were intended and shall return them to the employer upon termination.

ARTICLE 13 Jury Duty

- 13.1 Employees shall be entitled to full pay at current base rate for absence due to jury duty and also for absence required by subpoena issued by another governmental agency, provided that reimbursement for same and regular pay together does not exceed employee's regular wage.

ARTICLE 14 Bulletin Boards

- 14.1 At least one bulletin board shall be reserved in each school cafeteria for the posting of official Union notices or announcements.

ARTICLE 15 Safety

- 15.1 The Board agrees to comply with the safety regulations as prescribed by the Occupational Safety and Health Act.
- 15.2 The Union may bring any perceived safety problems to the Board for review and, if appropriate, the parties may form a committee to review and recommend appropriate action.

ARTICLE 16 Wage Statement

- 16.1 The Board shall establish regular biweekly paydays, except as it may change due to a holiday, and furnish to each employee on such paydays a wage statement showing the date, name of the employee, total hours worked, total amount of wages paid, and itemized deductions made there from. All employees are required to use direct deposits of pay. The wage statement may be electronic.

ARTICLE 17 Bargaining Unit Work

- 17.1 All bargaining unit work performed by cafeteria employees will be done by bargaining unit employees unless there are no such employees available who can perform the

work, except that all Cook Managers in the elementary schools will continue to perform bargaining unit work in addition to whatever supervisory functions similar to those currently performed that they are assigned by the Food Service Director.

- 17.2 All cafeteria employees shall perform the duties covered within the bargaining unit work as delegated and assigned by the Food Service Director or his/her designee.
- 17.3 In order to be eligible to substitute as a cook, employee must hold ServSafe Certification.

ARTICLE 18 Rest Periods

- 18.1 Any employee scheduled for over six (6) hours shall receive two (2), fifteen (15) minute relief periods. A twenty (20) minute unpaid lunch break may be combined with one of the fifteen (15) minute relief periods. Any employee scheduled for three (3) to six (6) hours shall receive one (1), fifteen (15) minute relief period. A twenty (20) minute unpaid lunch break may be combined with the fifteen (15) minute relief period. Employees scheduled under three (3) hours will not receive a paid relief period.
- 18.2 Relief periods shall be given as near as possible to the middle of the forenoon/afternoon/evening work period.
- 18.3 All employees shall receive one reimbursable meal during the workday at no cost to the employee.

ARTICLE 19 Automation – Mechanization – New Classifications

- 19.1 The Board will notify the Union before introducing any new type of production equipment, before setting up a new department, or before establishing a new classification not presently listed within this Agreement. Prior to such introduction the Union shall be given the opportunity to meet and discuss the conditions by which such introduction will be made.

ARTICLE 20 Polygraph

- 20.1 The Board agrees that it will not request, require, or accept any voluntary offer from any employee to take a lie-detecting test or any similar test.

ARTICLE 21
Interpretation of Agreement

- 21.1 The only person(s) qualified to interpret this Agreement on behalf of the Union shall be officers of the Union or authorized representatives of the Union.

ARTICLE 22
Management Rights

- 22.1 Unless expressly and specifically limited, modified, abridged, or relinquished by a specific provision of this Agreement and whether exercised or not, the rights, powers and authority hereto for held by the Board pursuant to any charter, general or special statute, ordinance, regulation, or other lawful provision over the complete operations, practices, procedures, and regulations with respect to employees of the Board shall remain solely and exclusively in the Board. However, it is recognizes that the Union reserves the right to grieve the application and/or implementation of this Article, pursuant to Article 9 of this agreement.

ARTICLE 23
Pre-existing Terms, Benefits, and Conditions of Employment

- 23.1 Except as specifically provided for in this Agreement, all existing terms, benefits, and conditions of employment which have been verified by writing and/or record shall remain in effect during the term of this Agreement. The Union agrees that there shall be no abuse of such benefits.

ARTICLE 24
Savings Clause

- 24.1 Should any article, section, or portion of this Agreement be held unlawful or 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 the issuance of such a decision, the parties agree to negotiate immediately a substitute for the invalidated article, section, or portion thereof.

ARTICLE 25
Duration

- 25.1 This Agreement shall be effective as of the 1st day of July 2014 and shall remain in full force and effect through the 30th day of June 2017. It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, one hundred (100) days prior to the anniversary date that it desires to modify this Agreement. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

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25.2 In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than thirty (30) days prior to the desired termination date, which shall not be before the termination date set forth in the preceding paragraph.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS THIS

31st DAY OF July, 2014.

VERNON BOARD OF EDUCATION

Anne H. Fischer
Anne Fischer, Chairperson

**UNITED FOOD AND COMMERCIAL WORKERS
UNION LOCAL 919, AFL-CIO**

Mark A. Espinosa
Mark A. Espinosa, President

James R. Wallace, Jr.
James R. Wallace, Jr., Secretary-Treasurer

WAGE GRID 2014-2015

GWI: Managers and Cashiers 2.25% General Workers 2.75%

	Manager RHS & VCMS	Manager Elementary	Cashier	Worker
10 + Years	\$20.12	\$16.96	\$14.14	\$12.46
5-10 Years	\$19.87	\$16.72	\$13.98	\$12.30
1-5 Years	\$19.62	\$16.53	\$13.80	\$12.17
0-1 Years	\$19.18	\$16.18	\$13.51	\$11.15

WAGE GRID 2015-2016

GWI: Managers and Cashiers 2.25% General Workers 2.75%

	Manager RHS & VCMS	Manager Elementary	Cashier	Worker
10 + Years	\$20.57	\$17.34	\$14.46	\$12.80
5-10 Years	\$20.32	\$17.10	\$14.29	\$12.64
1-5 Years	\$20.06	\$16.90	\$14.11	\$12.50
0-1 Years	\$19.61	\$16.54	\$13.81	\$11.46

WAGE GRID 2016-2017

GWI: Managers and Cashiers 2.25% General Workers 2.75%

	Manager RHS & VCMS	Manager Elementary	Cashier	Worker
10 + Years	\$21.04	\$17.73	\$14.78	\$13.15
5-10 Years	\$20.77	\$17.48	\$14.62	\$12.99
1-5 Years	\$20.51	\$17.28	\$14.43	\$12.85
0-1 Years	\$20.05	\$16.92	\$14.12	\$11.77



FlexPOS-CNT-HSA-2000I/4000F-07-Combined Open Access Contract Year Benefit Summary

Open Access High Deductible Health Plan (HDHP) for use with a Health Savings Account (HSA)

This is a brief summary of benefits. Refer to your ConnectiCare Insurance Company, Inc Certificate of Coverage for complete details on benefits, conditions, limitations and exclusions, or consult with your benefits manager. All benefits described below are per member per Contract year. A referral from your primary care provider is not required.

The individual deductible applies if you have coverage only for yourself and not for any dependents. The family deductible applies if you have coverage for yourself and one or more eligible dependents. In addition, if you have family coverage, any applicable copayment, coinsurance or cost share maximums will apply until the total is met for the family, without regard to how much any one family member has met.

Personalized for: Vernon BOE - Cafeteria HSA

	IN-NETWORK MEMBER PAYS	OUT-OF-NETWORK MEMBER PAYS
Contract Year Plan Deductible <i>(Deductible is combined for In- and out-of-network health services and prescription drugs)</i>	\$2,000 per Individual \$4,000 per Family	\$2,000 per Member \$4,000 per Family
Out-of-Pocket Maximum <i>(Includes a combination of deductible, copayments and coinsurance for health services and pharmacy services)</i> <i>(Out-of-Pocket Maximum is combined for In- and out-of-network health services and prescription drugs)</i>	\$2,500 per Individual \$5,000 per Family	\$4,000 per Member \$8,000 per Family
Out-of-Network Reimbursement	Not Applicable	Plan will reimburse the coinsurance percentage of the Maximum Allowable Amount.
Lifetime Maximum Benefit	Unlimited	Unlimited
PREVENTIVE SERVICES <i>(Refer to "Prevention and Wellness" section found at the end of this summary)</i>	IN-NETWORK MEMBER PAYS	OUT-OF-NETWORK MEMBER PAYS
Adult Physical Exam	No Member cost <i>(Plan Deductible waived)</i>	30% after Plan Deductible
Infant / Pediatric Physical Exam	No Member cost <i>(Plan Deductible waived)</i>	30% after Plan Deductible
Gynecological Preventive Exam	No Member cost <i>(Plan Deductible waived)</i>	30% after Plan Deductible
Preventive Laboratory Services <i>(Complete blood count and urinalysis)</i>	No Member cost <i>(Plan Deductible waived)</i>	30% after Plan Deductible
Baseline Routine Mammography	No Member cost <i>(Plan Deductible waived)</i>	30% after Plan Deductible
Routine Mammography	No Member cost <i>(Plan Deductible waived)</i>	30% after Plan Deductible
Routine Vision Exam <i>(one exam every 24 months when provided by an Optometrist or Ophthalmologist)</i>	No Member cost <i>(Plan Deductible waived)</i>	30% after Plan Deductible

PREVENTIVE SERVICES (Refer to "Prevention and Wellness" section found at the end of this summary)	IN-NETWORK MEMBER PAYS	OUT-OF-NETWORK MEMBER PAYS
Hearing Screenings (one exam every 24 months)	No Member cost (<i>Plan Deductible waived</i>)	30% after Plan Deductible
OUTPATIENT SERVICES	IN-NETWORK MEMBER PAYS	OUT-OF-NETWORK MEMBER PAYS
Primary Care Provider Office Services (includes services for illness, injury, sickness, follow-up care and consultations)	No Member cost after Plan Deductible	30% after Plan Deductible
Specialist Office Services (includes services for illness, injury, sickness, follow-up care and consultations)	No Member cost after Plan Deductible	30% after Plan Deductible
Gynecological Office Services	No Member cost after Plan Deductible	30% after Plan Deductible
Maternity Care Office Visits	No Member cost	30% after Plan Deductible
Allergy Testing (Unlimited)	No Member cost after Plan Deductible	30% after Plan Deductible
Allergy Injections (Unlimited)	No Member cost after Plan Deductible	30% after Plan Deductible
Laboratory Services (includes services performed in a Hospital or laboratory facility)	No Member cost after Plan Deductible	30% after Plan Deductible
Non-Advanced Radiology (includes services performed in a Hospital or radiology facility)	No Member cost after Plan Deductible	30% after Plan Deductible
Advanced Radiology (includes services for MRI, PET and CAT scan and nuclear cardiology performed in a Hospital or radiology facility)	No Member cost after Plan Deductible	30% after Plan Deductible
Outpatient Rehabilitative Therapy (includes services combined for physical, speech, and occupational therapy and chiropractic services) (Unlimited)	No Member cost after Plan Deductible	30% after Plan Deductible
Retail Clinic	No Member cost after Plan Deductible	30% after Plan Deductible
EMERGENCY / URGENT CARE	IN-NETWORK MEMBER PAYS	OUT-OF-NETWORK MEMBER PAYS
Walk-In Centers	No Member cost after Plan Deductible	Same as In-Network Benefit
Emergency Room	No Member cost after Plan Deductible	Same as In-Network Benefit
Ambulance Services	No Member cost after Plan Deductible	Same as In-Network Benefit

HOSPITAL SERVICES	IN-NETWORK MEMBER PAYS	OUT-OF-NETWORK MEMBER PAYS
Inpatient Hospital Services, Including Room & Board	No Member cost after Plan Deductible	30% after Plan Deductible
Hospital Outpatient Surgical Facilities (includes services performed in a Hospital facility)	No Member cost after Plan Deductible	30% after Plan Deductible
Ambulatory Surgical Center (includes services performed in a stand-alone ambulatory facility)	No Member cost after Plan Deductible	30% after Plan Deductible
Skilled Nursing and Rehabilitation Facilities up to 220 days per year	No Member cost after Plan Deductible	30% after Plan Deductible
MENTAL HEALTH SERVICES	IN-NETWORK MEMBER PAYS	OUT-OF-NETWORK MEMBER PAYS
Inpatient Mental Health Services (including inpatient acute, residential and partial hospitalization programs)	No Member cost after Plan Deductible	30% after Plan Deductible
Inpatient Alcohol and Substance Abuse Treatment (including inpatient acute, residential and partial hospitalization programs)	No Member cost after Plan Deductible	30% after Plan Deductible
Outpatient Mental Health, Alcohol and Substance Abuse Treatment (including office visits, professional services provided in the home and intensive outpatient treatment programs)	No Member cost after Plan Deductible	30% after Plan Deductible
OTHER SERVICES	IN-NETWORK MEMBER PAYS	OUT-OF-NETWORK MEMBER PAYS
Durable Medical Equipment Including Prosthetics and Disposable Medical Supplies (No Member cost for wigs prescribed by an oncologist for a Member suffering hair loss as a result of chemotherapy or radiation therapy up to one wig per year)	No Member cost after Plan Deductible	30% after Plan Deductible
Diabetic Equipment and Supplies	No Member cost after Plan Deductible	30% after Plan Deductible
Infertility (Infertility benefits outlined in the Certificate Of Coverage are unlimited, with no age or cycle restrictions)	No Member cost after Plan Deductible (Office visit) No Member cost after Plan Deductible (Ambulatory Services Outpatient) No Member cost after Plan Deductible (Inpatient Hospital)	30% after Plan Deductible

OTHER SERVICES	IN-NETWORK MEMBER PAYS	OUT-OF-NETWORK MEMBER PAYS
Nutritional Counseling (Limit 3 visits per year)	No Member cost after Plan Deductible	30% after Plan Deductible
Home Health Services	No Member cost after Plan Deductible	25% after Plan Deductible

PREVENTION AND WELLNESS

In-Network prevention and wellness services as defined by the United States Preventive Service Task Force (listed below) are exempt from all member cost share (deductible, copayment and coinsurance) under the Patient Protection and Affordable Care Act (PPACA). Services that are exempt from cost share must be identified by the specific codes. The codes your health care provider submits must match ConnectiCare's coding list to be exempt from all cost share.

- Routine physical exam and appropriate screening and counseling for adults
- Preventive care and screenings for infants, children and adolescents supported by the Health Resources and Services Administration
- Preventive care and screenings for women supported by the Health Resources and Services Administration:
 - At least one well-woman preventive care visit annually to obtain the recommended preventive services
 - Screening for diabetes during pregnancy, two per pregnancy
 - Human Papillomavirus (HPV) testing, age 30 or older, one per year
 - Counseling on sexually transmitted infections for all sexually active women, two per year
 - Counseling and screening for human immune-deficiency virus (HIV) for all sexually active women
 - Contraceptive methods approved by the Food and Drug administration, sterilization procedures and contraceptive patient education and counseling
 - Comprehensive lactation support, counseling, a manual breast pump, and breastfeeding supplies
 - Screening and counseling for interpersonal and domestic violence for all women and adolescents
- Bone density screenings, age 60 or older
- Screening for colorectal cancer using fecal occult blood testing, sigmoidoscopy, or colonoscopy, age 50 or older
- Routine mammography screening
- Immunizations recommended by the Advisory Committee on Immunization Practices of the CDC
- Outpatient laboratory services:
 - Cervical cancer and cervical dysplasia screening – pap smear
 - Lipid cholesterol screening for adults and children at risk
 - Fasting plasma glucose or hemoglobin A1c
 - Hematocrit and Hemoglobin for children
 - Lead screening for children
 - Tuberculin testing for children
 - Chlamydia, syphilis and gonorrhea screening for females all ages
 - Human immunodeficiency virus screening – HIV testing, no limit
 - Screening for phenylketonuria (PKU) in newborns
 - Screening for sickle cell disease in newborns
- Routine vision screening when services are rendered by a primary care provider
- Routine hearing screening when rendered by a primary care provider
- Developmental, autism, and psychosocial/behavioral assessments when rendered by a primary care provider
- Dietary counseling for adults with hyperlipidemia or obesity
- Tobacco cessation interventions
- Screening for hepatitis B, iron deficient anemia, Rh (D) blood typing and asymptomatic bacteriuria in women who are pregnant
- Screening for abdominal aortic aneurysm in men who have ever smoked
- BRCA counseling and genetic screening for women at risk
- Physical therapy to prevent falls in community-dwelling adults age 65 and older

Important Information

- If you have questions regarding your plan, visit our website at www.connecticare.com or call us at (860) 674-5757 or 1-800-251-7722.
- Many services require that you obtain our pre-certification or pre-authorization prior to obtaining care prescribed or rendered by network providers or non-participating providers. A reduction will apply if you do not obtain pre-authorization for these specified services. Refer to your ConnectiCare Insurance Company, Inc. Certificate of Coverage for more information.
- For mental health, alcohol, and substance abuse services call 1-888-946-4658 to obtain pre-authorization.
- Out-of-Network cost shares are reimbursed at the maximum allowable amount. Members are responsible to pay any charges in excess of this amount. Please refer to your ConnectiCare Insurance Company, Inc. Certificate of Coverage for more information.
- If you are a Massachusetts resident, please refer to your *amendatory rider for Massachusetts mandated benefits* for additional details of your mandated benefits.
- If you are a Massachusetts resident, this plan along with pharmacy services meets Massachusetts Minimum Creditable Coverage standards for 2014.
- Your plan is Insured by ConnectiCare Insurance Company, Inc.



FlexPOS Copayment Prescription Drug Plan for Use with Health Savings Account (HSA) Benefit Summary

This is a brief summary of your prescription drug benefits. Refer to your prescription drug rider for complete details on benefits, conditions, limitations and exclusions, or consult with your benefits manager. All benefits described below are per member per Contract year.

Personalized for: **Vernon BOE - Cafeteria HSA**

PRESCRIPTION DRUGS		
Covered prescription drugs through retail Participating Pharmacies or our mail order service. Your Plan includes the following: Mandatory Drug Substitution, Tiered Cost-Share Program, and Voluntary Mail Order Program.		
	IN-NETWORK MEMBER PAYS	OUT-OF-NETWORK MEMBER PAYS
Contract Year Plan Deductible (Deductible is combined for In- and Out-Of-Network prescription drug benefits)	\$2,000 Individual \$4,000 Family The Contract Year Deductible can be reached by any combination of covered Health Services or covered prescription drug services. If you have Family coverage, then covered Health Services and covered prescription drugs will be applied to the Family Plan Deductible until the total amount is met without regard to which family member uses the benefits.	\$2,000 Individual \$4,000 Family The Contract Year Deductible can be reached by any combination of covered Health Services or covered prescription drug services. If you have Family coverage, then covered Health Services and covered prescription drugs will be applied to the Family Plan Deductible until the total amount is met without regard to which family member uses the benefits.
Out-of-Pocket Deductible (Includes a combination of deductible, copayments and coinsurance for health and pharmacy services) (The Out-of-Pocket Maximum is combined for In- and Out-of-Network prescription drug benefits)	\$2,500 Individual \$5,000 Family	\$4,000 Individual \$8,000 Family
Out-of-Network Reimbursement	Not Applicable	Plan will reimburse the coinsurance percentage of the Maximum Allowable Amount.
RETAIL PHARMACY (up to a 34 day supply per prescription)	IN-NETWORK MEMBER PAYS	OUT-OF-NETWORK MEMBER PAYS
Tier 1 drugs	\$7 Copayment after Plan Deductible up to Out-of-Pocket Maximum	20% after Plan Deductible up to Out-of-Pocket Maximum
Tier 2 drugs	\$15 Copayment after Plan Deductible up to Out-of-Pocket Maximum	20% after Plan Deductible up to Out-of-Pocket Maximum
Tier 3 drugs	\$35 Copayment after Plan Deductible up to Out-of-Pocket Maximum	20% after Plan Deductible up to Out-of-Pocket Maximum

MAIL ORDER PHARMACY (up to a 100 day supply per prescription)	IN-NETWORK MEMBER PAYS	OUT-OF-NETWORK MEMBER PAYS
Tier 1 drugs	\$14 Copayment after Plan Deductible up to Out-of-Pocket Maximum	100%
Tier 2 drugs	\$30 Copayment after Plan Deductible up to Out-of-Pocket Maximum	100%
Tier 3 drugs	\$70 Copayment after Plan Deductible up to Out-of-Pocket Maximum	100%

Additional Information

- Under this program covered prescription drugs and supplies are put into categories (i.e., tiers) to designate how they are to be covered and the member's cost-share. The placement of a drug or supply into one of the tiers is determined by the ConnectiCare Pharmacy Services Department and approved by the ConnectiCare Pharmacy & Therapeutics Committee based on the drug's or supply's clinical effectiveness and cost, not on whether it is a generic drug or supply or brand name drug or supply.
- Generic drugs can reduce your out-of-pocket prescription costs. Generics have the same active ingredients as brand name drugs, but usually cost much less. So, ask your doctor or pharmacist if a generic alternative is available for your prescription. Also, remember to use a participating pharmacy. Most pharmacies in the United States participate in our network. To find one, visit our Web site at www.connecticare.com or call our Member Services Department at 1-800-846-8578.
- Amounts paid by members because they must pay a price difference for a brand name drug do not count towards meeting any deductible, coinsurance, copayment, or cost share maximum.
- Certain prescription drugs and supplies require pre-authorization from us before they will be covered under the prescription drug rider. You should visit our Web site at www.connecticare.com or call our Member Services Department at 1-800-846-8578 to find out if a prescription drug or supply requires pre-authorization.
- Always remember to carry your ConnectiCare ID Card.