

AGREEMENT BETWEEN

WINCHESTER BOARD OF EDUCATION  
WINSTED, CONNECTICUT

AND

SCHOOL LUNCH EMPLOYEES  
AFFILIATED WITH  
NATIONAL ASSOCIATION OF MUNICIPAL EMPLOYEES,  
A DIVISION OF THE NATIONAL ASSOCIATION  
OF GOVERNMENT EMPLOYEES  
LOCAL RI-234

July 1, 2023 to June 30, 2026

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## **INTRODUCTION**

This Agreement becomes effective on the 1st day of July 2023, between the WINCHESTER BOARD OF EDUCATION (hereinafter called the "Board") and the NATIONAL ASSOCIATION OF MUNICIPAL EMPLOYEES, LOCAL RI-234 (hereinafter called the "Union").

## **ARTICLE I**

### **RECOGNITION**

- A. The Board recognizes the Union under the provisions of Chapter 113 of the General Statutes of Connecticut, as amended, as the sole and exclusive bargaining agent for the purpose of collective bargaining on matters of wages, hours and other conditions of employment for all Winchester school lunch employees working twenty (20) or more hours per week, excluding all supervisors within the meaning of the Municipal Employee Relations Act, and all other employees employed by the Winchester Board of Education.
- B. The term "Board of Education" or "Board" shall mean the Receiver Board or its designee.
- C. The term "Superintendent of Schools" or "Superintendent" shall mean the Receiver, Superintendent or his/her designee.

## **ARTICLE II**

### **RIGHTS OF THE BOARD OF EDUCATION**

Except where it is specifically abridged by any provision of this Agreement, the Winchester Board of Education has and will continue to retain, whether exercised or not in the past, the sole and unquestioned right and prerogative to manage and direct the operation of the Winchester Public School System.

## **ARTICLE III**

### **UNION SECURITY**

- A. Each employee who is a member of the Union on the effective date of this Agreement may remain a member in good standing for the duration of this Agreement.

- B. Each new employee may become a member of the Union in good standing after sixty (60) days of employment.
- C. The Board agrees to deduct from each employee who has signed an authorization permitting the deduction of dues and submitted authorization to the Board an amount equal to the Association membership dues by means of payroll deductions. The amount of the deduction from each paycheck shall be equal to the total Association membership divided by the number of paychecks including the last paycheck in June. The amount of membership dues shall be certified by the Association to the Board of Education prior to July 1 of the school year.
- D. In the event an employee receives no pay on that day that Union dues are deducted said dues shall be deducted from the next regular pay.
- E. The Union agrees to indemnify and to hold and to save the Board harmless from any and all claims, damages, suits and other forms of liability, including reasonable attorneys' fees that shall or may arise out of or by reason of any action taken by the Board for the purpose of complying with the provisions of this article.

#### **ARTICLE IV**

#### **NO STRIKE**

During the term of this Agreement, the Union agrees there shall be no authorized or sanctioned cessation, retarding, or stoppage of work, picketing, sympathy strikes, work to rule action, or other interference, because of any dispute that may result from interpretation of this Agreement or for any cause whatsoever.

#### **ARTICLE V**

#### **SENIORITY**

- A. Seniority, according to this Agreement, is defined as total length of an employee's most recent period of continuous service with the Board excluding assignments in the lunch program of less than 20 hours per week. The employee's earned seniority shall not be lost because of absence due to illness, bereavement, jury duty, personal leave or authorized leave. Seniority rights will not be accrued during authorized unpaid leaves of absence, but such rights will not be lost by the employee because of the leave.
- B. When two or more candidates for a bargaining unit position have equal qualifications as

determined by the Board or its designee, the candidate with the greater seniority shall be assigned to fill the position. Otherwise, qualifications, as determined by the Board or its designee, shall be the determining factor in filling bargaining unit vacancies. The Board retains the right to fill positions from outside the unit and the system or to transfer employees to fill the vacancy. The term "vacancy" shall be defined as a position opened as a result of termination, resignation, death or the creation of a new position. A position opened as a result of a transfer shall not be deemed a vacancy for the purpose of this article and job posting requirements.

- C. A seniority list shall be furnished to the Union annually on or about October 1<sup>st</sup> of each year, and unless mistakes are brought to the attention of the Director of the School Lunch Program within sixty (60) days, the list shall be considered conclusive.
  
- D.
  - 1. All new employees covered by this Agreement shall serve a probationary period of six (6) months. All employees covered by this Agreement who are promoted, transferred, or otherwise move into a new position or classification shall serve a working test period of six (6) months. Determination of an employee's level of performance, whether satisfactory or not, is at the sole discretion of the Superintendent of schools or his designated representative during these periods. If an employee's probationary period or working test period is extended for any reason, written notice thereof shall be given to the Union.
  
  - 2. During the probationary period, a new employee may be discharged or disciplined for any reason whatsoever and neither the Union nor the employee shall have recourse to the grievance and arbitration provisions of this Agreement. Upon successful completion of a new employee's probationary period, the employee's seniority shall date back to the date of his or her original employment as an employee of the Board of Education.
  
  - 3. During a working test period an employee who working in a new position or classification may be returned to his or her original position for any reason whatsoever and neither the Union nor the employee shall have recourse to the grievance and arbitration provisions of this Agreement. If an employee cannot be returned to his or her original position because the position no longer exists, has been filled, or is otherwise unavailable, then the employee shall have the same rights as he or she would had her position been eliminated per this Agreement's Layoff and Recall provisions.
  
- E. When new jobs are created, the Board shall post the job title for one (1) week, and each employee who is interested will have the opportunity to apply for said opening(s), providing he/she is qualified.
  
- F. In the event there is a reduction in the number of employees or work hours, an employee

with the least seniority in the classification affected shall be laid off first. No member of the bargaining unit shall be laid off before non-bargaining unit employees within the same classification.

- G. Laid off permanent employees with the most seniority shall be rehired first and no new employees shall be hired until all laid off employees have been given the opportunity to return to work, providing the employee recalled is qualified to fill the vacancy. Laid off employees will be retained on a recall list and will maintain their seniority status until offered recall or for a period not to exceed one (1) year. An employee who refuses a recall shall lose all further recall rights. It shall be the laid off individual's responsibility to notify the Superintendent of Schools of his/her current address. An individual who declines an offer of re-employment in the same classification as previously employed shall forfeit recall rights. Failure to respond in writing to a notice of an opening within seven (7) days after the mailing thereof shall be a refusal to accept re-employment. Returning individuals must return to work within fourteen (14) calendar days from the date of the mailing of the notification.

## **ARTICLE VI**

### **HOURS OF WORK**

- A. Hours of work shall be determined by the Board of Education consistent with operational requirements in the interest of education in the system. The normal work week shall be stated in the official school calendar, or as modified by the Board, plus such additional days or hours as, at the Board's discretion, shall be necessary. The Board shall require ten (10) additional hours of training time each year. The Board shall provide two (2) weeks notice when scheduling the training time each year. Said training time will not be scheduled during any school vacation shutdown, or summer vacation shutdown except for one session not to exceed two (2) hours in the week before school starts..
- B. Time and one-half of the regular hourly rate shall be paid for each hour worked in excess of eight (8) hours in any given day and/or forty (40) hours in any one week.
- C. An employee working on a non-scheduled day will be compensated a minimum of one hour pay at the employee's hourly rate.

## **ARTICLE VII**

### **PAID LEAVES**

For the purpose of this Article, a ten (10) month year is assumed.

- A. 1 Employees will be granted twelve (12) sick days per year, cumulative to seventy (70) days. Sick days accrue at the rate of one and 1/10 (1.1) days per month. Employees working six (6) hours per day shall receive credit for twelve (12) six (6) hour sick days; employees working less than six (6) hours per day shall receive credit for the actual number of hours worked times twelve (12) sick days.
- a. A doctor's certificate certifying the nature of the illness and evidence of full recovery shall be submitted to the School Lunch Director, by the employee upon return, after five (5) consecutive days of absence.
  - b. Maternity shall be considered a valid reason for sick leave.
  - c. Up to four (4) sick days can be taken by the employee for illness of an immediate family member. Immediate family member is defined in Section C, Bereavement Leave.
2. The first two unit members to submit letter of intent to retire by November 1 each year shall receive \$350 upon retirement. To qualify, the notification date must be three months prior to the effective date of the retirement.
3. Employees hired prior to November 1, 2020 will be paid at their daily rate for 20% of accumulated sick days upon retirement.

B. JURY DUTY

Any employee called to Jury Duty shall be paid the difference between the employee's regular base rate of pay and the fee received for serving as a juror. An employee called to Jury Duty shall furnish the Board with a notice to serve and evidence of attendance. Time lost for jury duty shall not be charged against accumulated sick leave, longevity or earned leave.

C. BEREAVEMENT LEAVE

The Board shall grant up to four (4) days leave with pay for death in the immediate family. Immediate family, as used in this Section, shall include spouse, child, mother, father, brother, sister, father-in-law, mother-in-law, grandparent and grandchild or other family member in permanent residence at the employees home address. Bereavement Leave will be based on occurrence. One (1) day of leave shall be granted for extended family.

D. PERSONAL LEAVE

The Board may grant three (3) days of paid personal leave per year to each employee. Such days may only be taken with the permission of the Director of the Lunch Program

or designee. Personal leave is limited to use for necessary personal business that otherwise cannot be conducted outside of the workday. One (1) of the three (3) days shall not require the stating of a reason if the reason for the absence is compelling personal business of a highly confidential and sensitive nature. Personal leave days not used in one year will not accrue into any later years. Personal leave not used in the year prior to retirement will be paid to the employee upon any retirement at age 62 or above. In order to take leave, forty-eight (48) hours notice shall be given in writing to provide adequate time to obtain a substitute. In case of an emergency, the notice requirement can be waived by the Director of the Lunch Program.

E. PART-TIME

Employees who work less than thirty (30) hours per week, but at least twenty (20) hours per week shall accrue and receive leave benefits on a pro-rata basis, i.e., they shall receive all benefits based on the number of hours they are scheduled to work, that is five (5) hours = five (5) hours and four (4) hours = four (4) hours benefits.

- F. One (1) member of the Union Grievance Committee and the Grievant shall be granted leave from duty with full pay for all meetings between the Board and the Union of the purpose of processing grievances when such meetings take place at a time during which such members are scheduled to be on duty, at each step of the grievance procedure through arbitration.
- G. One (1) employee designated by the Union President may be given one (1) day (with prior approval of the Director) annual leave from duty with full pay to attend special Union activities, the purpose of which is to improve employee/employer related matters.
- H. Bargaining unit employee shall be allowed to take sick and personal leave in half (½) day increments of their scheduled work days.

## **ARTICLE VIII**

### **HOLIDAYS**

The Board shall provide the following paid holidays for all employees of the bargaining unit:

Columbus Day	Veterans' Day	Thanksgiving Day and Day After
Christmas Eve & Christmas	New Year's Day	Martin Luther King Day
President's Day	Good Friday	Memorial Day
Labor Day		



The above holidays shall be celebrated on the date declared by the federal or state government, or in lieu thereof by the Board of Education, and only when school is not in session. If an employee is required to work on such a holiday, he/she shall be granted an additional day's pay for that holiday, as well as his or her pay for such hours worked.

## **ARTICLE IX**

### **VACATION**

- A. This Article IX, Vacation, shall only apply to bargaining unit members employed with the Board on July 1, 1998. All bargaining unit members hired after that date will not be entitled to the vacation benefits described below.
  
- B. The Board shall provide the following vacation pay for the employees of the Bargaining Unit described in paragraph A, after the specified years of continuous service:
  - After two (2) years (20 months) - one (1) week (5 days);
  - After three (3) years (30 months) - two (2) weeks (10 days);
  - After fifteen (15) years (150 months) - three (3) weeks (15 days).
  
- C. Vacation pay shall be paid after the final payment of the school year.
  
- D. For the purpose of this Agreement, the work year is considered to be ten (10) months.

## **ARTICLE X**

### **GRIEVANCE PROCEDURE**

A "grievance" shall mean a complaint by any employee or group from within the bargaining unit represented by the Union, that there has been a violation of this Agreement. A grievance must be in writing and must set forth the specific sections(s) of the contract alleged to have been violated. The purpose of the grievance procedure shall be to resolve at the lowest possible administrative level, issues which may arise from time to time with respect to the provisions of this Agreement. The steps of the grievance procedure shall be as follows:

- A. STEP 1. The Grievant shall submit, in writing, a statement of the grievance to the Director of the School Lunch Program within ten (10) working days of the incident which gives rise to the grievance. The Director shall make his/her decision in writing ten (10) working days following receipt of the written grievance.

- B. STEP 2. If the matter has not been resolved satisfactorily at Step 1, the matter shall be presented in writing by the Grievant to the Superintendent of Schools or his/her designee within ten (10) working days following the decision at Step 1. The Superintendent of Schools or his/her designee shall make his/her decision within ten (10) working days following receipt of the written grievance and communicate his/her decision in writing to the Grievant.
- C. STEP 3. If the matter has not been resolved satisfactorily at Step 2, the matter shall, within ten (10) working days, be presented in writing by the Grievant to the Personal Committee of the Board of Education, for discussion by the full Board at its next regularly scheduled meeting. The Board shall render its decision in writing within ten (10) working days following its regularly scheduled meeting.
- D. STEP 4. If grievance is not resolved satisfactorily at Step 3, the Union may proceed to arbitration by so notifying the Board of Education and the Connecticut State Board of Mediation and Arbitration within ten (10) days of the Step 3 answer. The Arbitrator's decision shall be final and binding according to law. The costs of arbitration shall be borne equally by the parties. Such grievance shall state the facts of the grievance, the article or articles of this Agreement alleged to have been violated, and the relief requested and shall be filed simultaneously the Superintendent of Schools. The arbitrator shall be bound by the specific terms of this Agreement and he/she shall have no authority and add to, subtract from, or in any way modify its terms. The decision of the arbitrator shall be final and binding on all parties and shall be the exclusive remedy for breach of this Agreement, except that the parties do not waive their legal right to appeal the arbitrator's award pertaining to such grievance as permitted by law. In any such appeal or in any action to determine the arbitrator's award, the issue of arbitrator's award shall be deemed a question of law for the court to determine.

#### E. GENERAL PROVISIONS

1. Forms for processing grievances will be jointly developed by the Superintendent and the Union. The forms will be printed by the Board and given appropriate distribution by the parties so as to facilitate operation of the grievance procedure.
2. Identical grievance on the same subject, involving members of the Bargaining Unit in one building, will be filed as one grievance. When grievances are not identical, the parties by mutual agreement may decide to consolidate one or more grievances for hearing.

3. No employee who has completed his/her probationary period shall be discharged or otherwise disciplined except for just cause.

**ARTICLE XI**  
**LAWS AND REGULATIONS**

Each employee will abide by all applicable laws and regulations governing the operation of a school cafeteria in the State of Connecticut relating to sanitation, nutrition, safety and health.

**ARTICLE XII**  
**UNIFORMS**

- A. Standard uniform following current health code standards, as determined by the Board or designee and maintained by the employee, shall be worn by all employees during working hours.
- B. Hair must be secured under a hairnet or hat.
- C. The Board shall provide, at the Board's expense, three (3) aprons and one (1) smock per year to all members of the bargaining unit.
- D. Employees will be reimbursed up to one hundred and fifty (150) dollars annually for work shoes or uniforms purchased upon presentation of original receipts.

These articles will be worn properly and kept in good repair, and will be cleaned on a regular basis at the employee's expense.

**ARTICLE XIII**  
**ACCESS TO PREMISES**

The Union's business representative may be permitted to visit premises directly under the control of the Board, provided such visits are at normal business hours and do not interfere or interrupt the performance of any Board employees. Upon entering the premises the union business representative shall inform the building principal of his presence.

**ARTICLE XIV**  
**BULLETIN BOARDS**

- A. The Employer agrees to provide bulletin board space which may be used by the Union for the following notices:
  - 1. Notices of Union meetings.
  - 2. Notices of Union elections and the results where they pertain to the Employer's employees.
  - 3. Notices of Union recreational and social events.
  
- C. A copy of said notice will be delivered to each building principal at the time of posting.

## **ARTICLE XV**

### **GENERAL**

- A. Every employee shall have the right to see and to review his/her personnel file by appointment.
  
- B. The Board shall post this contract on the Winchester Public Schools website. Copies of all evaluation reports placed in the employee's personnel folder shall be given to the employee.
  
- C. Any employee who works all scheduled work days during any 120 days of the school year shall earn one (1) additional day personal leave, said day to be paid for in addition to vacation at the end of the school year. Only one (1) day may be earned during any school year.
  
- D. Notwithstanding any provision in this contract to the contrary, the School Lunch Director may temporarily transfer employees to other positions or special duties based on the employee's ability and lowest seniority and the Director's determination of the needs of the school system.

## **ARTICLE XVI**

### **SEPARABILITY**

If any clause, sentence, paragraph or part of this Agreement, or the application thereof to any person or circumstances, shall, for any reason, be finally adjudged to be invalid by a court of competent jurisdiction from which an appeal is not or may not be taken, such judgment shall affect, impair or invalidate neither the remainder of this Agreement nor the application of such provision to other persons or circumstances, but shall be confined in its operation to the clause, sentence, paragraph or part thereof, directly involved in the controversy in which such judgment shall have been rendered and to the person or circumstances involved.

## **ARTICLE XVII**

### **WAIVERS**

The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and that no additional negotiations of this Agreement will be conducted on any item whether contained herein or not, during the life of this Agreement.

## **ARTICLE XVIII**

### **DURATION AND TERMS OF AGREEMENT AND SUCCESSOR**

#### **AGREEMENT**

- A. This Agreement shall be effective July 1, 2023 and shall continue in full force and effect through June 30, 2026 or until such date as the two parties may hereafter agree to be the extended date. Such extended date shall be evidenced by an amendment to this Agreement, to which amendment both parties shall signify their approval by affixing their signatures thereto. This Agreement represents the entire understanding between the Board and the Union, and there are no agreements, conditions or understandings, either oral or written, other than as set forth herein.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties.
- C. Negotiations for a successor agreement shall commence on or about February 1, 2026 or as may otherwise be required by law.

## **ARTICLE XIX**

### **INSURANCE**

- A. The Board shall provide \$10,000 of life insurance at no cost to the employee members of the bargaining unit.
- B. Employees working full time (30 or more hours/week) shall be eligible to enroll in the \$5,000 / \$10,000 High Deductible Health Plan (HDHP) at no additional cost to the Board of Education beyond what is mandated by law.
- C. An employee wishing to purchase health insurance must execute an appropriate wage deduction authorization. Individual employees may also have the option to pay the premiums for the summer months by paying the employee's share during the school year through payroll deductions.

**ARTICLE XV**  
**WAGES**

**2.83% GWI All STEPS**  
**July 1, 2023-June 30, 2024**

	<u>Start</u>	<u>After 6 Months</u>	<u>After 1 Year</u>
General Worker	\$18.64	\$19.82	\$20.29
Team Leader	\$19.47	\$20.91	\$21.84
Manager/Head Cook	\$22.10	\$23.77	\$24.86

**2.83% GWI All STEPS**  
**July 1, 2024-June 30, 2025**

	<u>Start</u>	<u>After 6 Months</u>	<u>After 1 Year</u>
General Worker	\$19.17	\$20.38	\$20.86
Team Leader	\$20.02	\$21.50	\$22.46
Manager/Head Cook	\$22.72	\$24.45	\$25.57

**2.83% GWI All STEPS**  
**July 1, 2025-June 30, 2026**

	<u>Start</u>	<u>After 6 Months</u>	<u>After 1 Year</u>
General Worker	\$19.71	\$20.95	\$21.45
Team Leader	\$20.58	\$22.11	\$23.09
Manager/Head Cook	\$23.37	\$25.14	\$26.29

- A. All new employees shall go on direct deposit. BOE shall be made whole on overpayments through automatic payroll deduction from subsequent pay periods.
- B. Employees assigned a position in a higher classification by the Director for five (5) or more days shall be paid at the higher rate.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives,

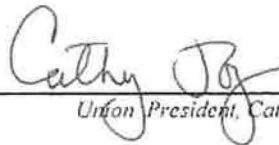
WINCHESTER BOARD OF EDUCATION

DATE: 4/25/23

  
\_\_\_\_\_  
*Superintendent, Melony Brady-Shanley*

LOCAL RI-234 OF THE NATIONAL  
ASSOCIATION OF MUNICIPAL  
EMPLOYEES

DATE: 4/26/23

  
\_\_\_\_\_  
*Union President, Cathy Joy*

NATIONAL REPRESENTATIVE NAGE

DATE: 4/20/23

  
\_\_\_\_\_  
*NAGE Representative Edwin Kosinski*

