

**AGREEMENT**  
**BETWEEN**  
**NEW MILFORD BOARD OF EDUCATION**  
**AND**  
**TEAMSTERS LOCAL 443**  
**FOOD AND NUTRITION SERVICES EMPLOYEES**  
July 1, 2022 through June 30, 2026

## Table of Contents

|       |                               |    |
|-------|-------------------------------|----|
|       | Preamble.....                 | 2  |
| I     | Recognition.....              | 2  |
| II    | Union Rights.....             | 2  |
| III   | Board Rights.....             | 3  |
| IV    | Work Continuity.....          | 3  |
| V     | Hours of Work.....            | 4  |
| VI    | Holidays.....                 | 4  |
| VII   | Leaves of Absence.....        | 5  |
| VIII  | Seniority.....                | 6  |
| IX    | Vacancies and Transfers.....  | 7  |
| X     | Layoff and Recall.....        | 8  |
| XI    | Dismissal.....                | 8  |
| XII   | Uniforms.....                 | 9  |
| XIII  | Training.....                 | 9  |
| XIV   | Miscellaneous.....            | 9  |
| XV    | Health Benefits.....          | 9  |
| XVI   | Wages and Classification..... | 12 |
| XVII  | Grievance Procedure.....      | 13 |
| XVIII | Duration.....                 | 15 |
| XIX   | Reopener.....                 | 15 |

*(Appendix A – Wage Schedule)*

## PREAMBLE

This Agreement is entered into by and between the New Milford Board of Education, hereinafter referred to as the "Board" and the Teamsters, Local 443 (Food and Nutrition Services Employees), hereinafter referred to as the "Union."

## ARTICLE I - RECOGNITION

The Board recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and conditions of employment for the Food and Nutrition Services Employees employed by the Board as certified by the Connecticut Board of Labor Relations in Decision No. 4438, issued February 2, 2010.

## ARTICLE II - UNION RIGHTS

- A. All present employees of the bargaining unit who are members of the Union in good standing by the payment of their regular monthly dues on or before the last day of each month and all future employees subsequently hired or transferred into the bargaining unit may become members of the Union in good standing by the payment of the required initiation fees and regular monthly dues of the Union on the thirty-first (31<sup>st</sup>) day of employment in the bargaining unit. In addition to the dues required for members pursuant to the Union's constitution, members of the Union shall also submit payment to the Union of administrative dues in the amount of five cents (\$0.05) per hour for each hour worked, or paid, not to exceed two dollars (\$2.00) per week. This obligation commences on the 31<sup>st</sup> day following the employee's date of hire.
- B. The Board agrees to deduct regular monthly dues, administrative dues, and initiation fees or regular monthly agency fees, whichever are applicable, from the wages of all bargaining unit employees covered by this Agreement for whom a written authorization form, voluntarily signed by the employee, is received and agrees to remit all such deductions to the Union. Dues deductions shall be made from the first payday each month. The Union shall advise the Board in writing of the appropriate deductions for agency fees, or any change in dues, at least 30 days in advance.
- C. The Union shall be notified, within thirty (30) days of employment, of the name and address of each new employee in the bargaining unit.
- D. The Union shall indemnify and hold the Board harmless for any liability, including the Board's incursion of attorneys' fees, which arises out of its compliance with the terms and conditions of this Article.
- E. DRIVE  
The Board shall deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a week basis for all weeks worked. The Board shall transmit to DRIVE national

headquarters on a monthly basis, in one (1) check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from that employee's check.

F. Stewards

1. Union stewards shall be selected from among the Employees in the bargaining unit. The Union shall furnish the Board with the names of its Stewards and shall notify the Board of any and all changes.
2. Stewards will be paid for time spent in meetings requested by management which occur during the Steward's regular working hours (i.e. no pay will be deducted from the regular work day).

Access to School Buildings

An Authorized Representative of the Union shall have access to school buildings, at reasonable times during the normal working hours, for the purpose of adjusting disputes, investigating working conditions and determining whether or not the terms of this Agreement are being adhered to, provided that such visits shall not unduly interfere with the performance of work. The Authorized Representative shall report to the Main Office on arrival in order to secure the approval of the Principal.

**ARTICLE III – BOARD RIGHTS**

The Board retains the sole right and prerogative to manage and direct the operation of the Board's schools, business and food services and the workforce; to assign and sub-contract work so long as such sub-contracting does not affect normal overtime or cause a layoff of a bargaining unit employee; to hire, transfer, layoff, promote, demote, discipline and discharge employees; to establish rules of conduct; to establish and maintain the quality and efficiency of food service operations; to determine the standards of service to be offered; to determine the standards and methods of selection for employment and the content of job descriptions; to determine the number and location of facilities or to suspend any part of the food services operation as necessary; to purchase products and services; to take all necessary actions to carry out its mission in emergencies; and to make all plans and decisions on all matters involving Board operations. No action taken by the Board pursuant to this Article, other than in direct contravention of an explicit provision of this Agreement, will be subject to the grievance and arbitration procedure set forth herein.

**ARTICLE IV – WORK CONTINUITY**

The Union agrees on behalf of itself and all employees, that no employee, individually or collectively, will engage in any strike, work stoppage, slowdown, curtailment or restriction of work or activity which disrupts the operation of the school system as a whole. The Board agrees that it will not lock out employees during the term of this Agreement. The Union further agrees that any of its members who participate in any strike, work stoppage, slowdown, curtailment or

restriction of work or activity that disrupts the operation of the school system as a whole may be summarily discharged by the Board.

#### **ARTICLE V - HOURS OF WORK**

- A. The work day and work week for all full time members of the unit shall be at least six (6) hours a day and the normal work week shall be Monday through Friday subject to the school calendar, emergency closings and delayed openings.
- B. The Board retains the full right and authority to establish working schedules (fixed starting and ending times) and shifts for all employees at all times of the year and to adjust schedules as required to meet the needs of the Food and Nutrition Services program. Generally, there shall be no change from existing scheduling without the development or existence of situations which justify such a change. The Board shall notify the Union as far in advance as possible of the need to change existing schedules and work shifts.
- C. The work day and work week for members of the bargaining unit not employed on a full time basis shall be determined by the Director of Food and Nutrition Services.
- D. All employees will be guaranteed two (2) hours of work or pay per diem if they report to work and are scheduled to work.

#### **ARTICLE VI- HOLIDAYS**

- A. The following holidays are considered paid holidays for members of the bargaining unit and are subject to provisions set forth herein:

|                        |               |
|------------------------|---------------|
| New Years Day          | Memorial Day  |
| Martin Luther King Day | Labor Day     |
| Presidents' Day        | Columbus Day  |
| Veteran's Day          | Good Friday   |
| Thanksgiving Day       | Christmas Eve |
| Christmas Day          |               |

- B. Each employee shall be given the day off without loss of pay (computed at his/her usual rate of pay times the number of straight time hours in his/her normal work schedule for that day) for each holiday listed above.
- C. An employee must be present or on a paid leave the last work day prior to and the day following a holiday in order to be compensated for the holiday.
- D. When a holiday set forth in Paragraph A above occurs on a Saturday or Sunday, it will be observed on the preceding Friday or the ensuing Monday, at the option of the Board only if schools are closed for pupils on these days.

#### **ARTICLE VII - LEAVES OF ABSENCE**



#### Sick Leave

- A. Each employee may use the first five (5) accumulated sick days each year for any reason enumerated in Connecticut General Statutes § 31-57i. Thereafter, a sick day is a day on which the employee is required to be absent due to a personal injury or illness of the employee, employee's child or employee's step-child which prevents the employee from working as scheduled.
- B. Each employee will earn sick day credits at the rate of one (1) day for each full month worked up to a maximum of ten (10) sick days in any fiscal year. Unused sick leave may be accumulated from year to year up to a maximum of seventy-five (75) sick days, which shall be the maximum available to any employee at any one time.
- C. Each employee may use up to five (5) accumulated sick days per year to care for the employee's parent, spouse, child or step-child living in the household who is ill.
- D. Upon the use of three (3) consecutive days of sick leave, an employee is required to provide a doctor's certificate or other appropriate official documentation to verify the legitimacy of the sick leave.

#### Bereavement Leave

- A. An employee will be permitted to be absent from work without loss of normal pay for a period not to exceed three (3) consecutive working days because of a death in the employee's immediate family.
- B. Immediate family shall include the employee's spouse, significant other, parent, parent-in-law, child, step-child, son-in-law, daughter-in-law, sister, brother, grandchild, grandparents, and current brother/sister in-law.

#### Jury Duty

In the event that an employee is required to be absent for all or part of a scheduled work day because of required jury service, the Board will pay such employee the difference between the jury duty per diem pay and the employee's regular per diem rate.

#### Personal Leave

- A. It is the intent of this section to provide a continuation of pay during a sincere hardship situation over which the employee has no control and which prevents the employee from reporting to work as scheduled.
- B. Each employee hired before July 1, 2013 shall be granted up to three (3) personal days with pay per year upon request for business that cannot be conducted before, during or after work hours. For employees hired on or after July 1, 2013, personal days for use upon request for business that cannot be conducted before, during or after work hours shall be granted as follows: (1) no personal days during the first year of employment; (2) after completion of one (1) year of employment, up to one (1) personal day; and (3) after completion of two (2) years of employment, up to two (2) personal days. Employees who regularly work more than five (5) hours per day shall be granted up to three (3) personal days after completion of three (3) years of employment.
- C. Requests to use a personal day shall be in writing to the Director of Food and Nutrition Services and shall be made at least 48 hours prior to the requested leave. If advance notice is

impossible under the circumstances, the request may be made to the Director of Food and Nutrition Services orally and confirmed later in writing.

- D. Personal days are non-cumulative and may not be used the day before or the day after a school holiday or vacation.

#### Leaves of Absence

- A. A leave of absence without pay may be granted at the sole discretion of the Director of Food and Nutrition Services, with the approval of the Superintendent or his/her designee, to any employee who has worked in this bargaining unit for at least one (1) year for the following reasons:
  - 1. Health problems of the employee, upon the advice of a physician. The Food Service Director reserves the right to require an independent medical examination.
  - 2. Child rearing
  - 3. Care for an ill spouse
  - 4. Care for an elderly parent, or in-law
- B. Said leave may not exceed one (1) year. Leave may be extended with the approval of the Superintendent or designee.
- C. Upon return from a leave of absence, the employee shall be assigned to the former position or an equivalent position at the Board's discretion; will be placed on the salary schedule at the step attained immediately prior to leave; and will regain the seniority achieved prior to the commencement of the leave.

### ARTICLE VIII – SENIORITY

#### Definition

An employee's seniority is defined as his/her length of continuous service as an employee of the Board in a bargaining unit position measured from his/her most recent date of hire. An employee shall not be entitled to exercise his/her seniority for any purpose prior to the successful completion of his/her probationary period as set forth herein.

#### Probationary Period

- A. Employees who have been newly hired shall serve a probationary period of ninety (90) working days during the academic year. The probationary period may be extended by mutual agreement of the Board and the Union. During an employee's probationary period, discipline and/or discharge of newly hired employees shall not be subject to the grievance procedure.
- B. Employees who have been newly promoted or transferred to a new position shall serve a probationary period of thirty (30) work days. The probationary period may be extended by mutual agreement of the Board and the Union.
- C. Upon completion of the probationary period, newly hired employees shall be credited with seniority as of their date of hire and newly promoted or transferred employees shall be credited with classification seniority as of their date of entry into the position.

#### Loss of Seniority

For purposes of applying seniority rights, an employee's continuous service shall be broken and he/she shall lose seniority by virtue of any of the following events:

1. resignation;
2. discharge;
3. expiration of the employee's recall rights following layoff;
4. retirement;
5. absence for more than four (4) days without reporting the reason for the absence to the Director of Food and Nutrition Services, or his/her designee, within the four (4) day period.
6. failure to return to work when scheduled following an approved leave of absence; or
7. failure to report for work within five (5) normal work days following delivery of recall notice provided that the employee is notified by certified mail to the last known address supplied by the employee.

## **ARTICLE IX – VACANCIES & TRANSFERS**

### **Vacancies**

- A. Notice of any bargaining unit job vacancy shall be posted in all schools for at least seven (7) calendar days. The Union Steward will be provided with a copy of any such job posting.
- B. Vacancies and new positions shall be filled based upon the qualifications, experience and records of performance of the applicants. If, by the Board's determination, two or more Employee-applicants are equally qualified, the position will be offered to the employee with the greater seniority.

### **Voluntary Transfer**

- A. Upon application by Employee;
- B. Within the procedures established in this agreement relating to vacancies and how they shall be filled.

### **Involuntary Transfer**

- A. The Superintendent, or his/her designee, reserves the right to assign and when necessary transfer employees to work assignments anywhere in the school district or other locations where the school district has a valid interest in providing such service.
- B. When involuntary transfers are necessary, length of service in the Food and Nutrition Services Program shall be a factor in determining which person(s) shall be transferred.
- C. Personnel being involuntarily transferred will be transferred only to comparable positions at same hours and pay rate.
- D. An involuntary transfer shall be made only after a meeting between the Employee involved and the Director of Food and Nutrition Services, at which time the Employee involved shall be notified of the reason for the transfer. Notice shall be given to the Union Steward as well.
- E. The Business Representative and Steward of the Union shall be notified of any involuntary transfer which involves two or more workers being shifted to comparable positions in new school units.

## **ARTICLE X - LAYOFF AND RECALL**



- A. In reducing the number of employees in the bargaining unit by layoff, the last employee hired within the labor classification wherein the reduction is affected shall be the first employee laid off from such classification, provided that the remaining employees are, in the judgment of the Board, the most qualified to perform the work remaining based upon qualifications, experience and records of performance.
- B. Any employee laid off as a result of his/her position being eliminated may elect, in lieu of layoff, within three (3) days of the date the employee is notified that his/her position is being eliminated, to bump into a classification in which the employee has successfully worked, or another lower classification in which the employee is judged by the Director of Food and Nutrition Services as qualified and able to perform the work. The employee may bump the employee with the least seniority in such other classification. No employee shall be denied an equal or lower position if there is an employee remaining with less seniority unless he/she is judged not qualified or not able to perform the new position by the Director.
- C. Employees who are laid off from bargaining unit positions will have recall rights for a period immediately following the date of the layoff equal to their respective seniority at the time of layoff, up to a maximum of one (1) year following the date of layoff.
- D. Employees with recall rights will be recalled in reverse order of layoff to available vacancies for which they are qualified.
- E. An employee who refuses recall or fails to report for work within five (5) working days shall lose all further recall rights provided that the employee is notified by certified mail to the last known address supplied by the employee.
- F. For the purpose of this Article, seniority shall be defined as an employee's continuous length of service, measured from said employee's most recent date of hire.

#### ARTICLE XI – DISMISSAL

- A. The Board may discharge Employees for any offense that the Board deems of sufficient seriousness to warrant discharge, provided that all such discharges shall be for just cause and in accordance with the principles of progressive discipline. In cases of serious misconduct or performance deficiency, progressive discipline may not be applicable.
- B. All notices must be in writing to the Employee and Union.
- C. All new Employees shall be hired on a ninety (90) work-day trial basis and shall work under the provisions of this Agreement. During this time, they may be dismissed without protest by the Union. After the ninety (90) work day trial period, they shall be placed on the seniority list as regular Employees in accordance with the date of active employment. For the purposes of this section, the term "work day" shall mean days actually worked by the Employee.

## ARTICLE XII – UNIFORMS

- A. In an effort to promote a clean, sanitary and professional food services environment, all employees are required to wear uniforms as determined by the Director of Food and Nutrition Services. The Board shall provide each employee with five (5) uniform tops each year. Designated uniforms must be worn at all times during the work day.
- B. Hair restraints and gloves shall be used by employees in a manner consistent with state and local health codes. The Board shall provide each employee with hair nets and gloves.
- C. For safety purposes, employees may not wear shoes with an open toe, sandals, clogs, or high heels.
- D. A shoe and pants allowance will be \$125.00 per year. Employees must demonstrate suitable purchase of shoes and pants by the presentation of an itemized, legible receipt.

## ARTICLE XIII - TRAINING

All regular head cooks and assistant cooks are required to be a qualified food operator (QFO) in accordance with State of Connecticut Public Health Regulations and to join and become certified through the American and Connecticut Food Service Association's Certification Program.

## ARTICLE XIV - MISCELLANEOUS

The Board agrees to furnish each Employee covered by this Agreement with a copy of such Agreement or post it on its website.

## ARTICLE XV – HEALTH BENEFITS

### Medical

- A. Individual and family group hospital, medical and prescription coverage will be available to those employees who work 6 hours per day or more in work covered by this Agreement, from the first hour of employment under this Agreement.
- B. For the life of this Agreement the Board shall be responsible for contributing eighty-six percent (86%) of the total insurance costs incurred per eligible employee as set forth in Section C below with the employee responsible for the remaining fourteen percent (14%) of such costs.
- C. Eligible employees who do not opt out will be covered by the Teamsters Indemnity Plan. Up to date Teamsters Indemnity Plan documents including a summary plan description will be provided to the Board on or before July 1<sup>st</sup> of each year or at any time following a change to the Plan. Bargaining unit members will be promptly provided with such documents by the Union upon request.

Commencing upon full ratification of this Agreement the Board and each eligible enrolled employee shall contribute to the Teamsters Local 443 Health Services And Insurance Plan the sum of \$1,026.00 per month for each employee covered by the Teamsters Indemnity Plan, plus \$10.00 per hour for each hour figured to the nearest

quarter hour for which said covered employee receives pay beyond 30 hours per week up to a maximum of Four Hundred Dollars and Zero Cents (\$400.00) per week in total for any one covered employee. Such contribution shall be subject to the premium cost sharing percentage allocations set forth in Section B above.

Commencing July 1, 2023 the Board and each eligible enrolled employee shall contribute to the Teamsters Local 443 Health Services and Insurance Plan the sum of \$1,056.00 per month for each employee covered by the Teamsters Indemnity Plan, plus \$10.00 per hour for each hour figured to the nearest quarter hour for which said covered employee receives pay beyond 30 hours per week up to a maximum of Four Hundred and Ten Dollars and Zero Cents (\$410.00) per week in total for any one covered employee. Such contribution shall be subject to the premium cost sharing percentage allocations set forth in Section B above.

Commencing July 1, 2024 the Board and each eligible employee shall contribute to the Teamsters Local 443 Health Services and Insurance Plan the sum of \$1,086.00 per month for each employee covered by the Teamsters Indemnity Plan, plus \$10.50 per hour for each hour figured to the nearest quarter hour for which said covered employee receives pay beyond 30 hours per week up to a maximum of Four Hundred and Twenty Dollars and Zero Cents (\$420.00) per week in total for any one covered employee. Such contribution shall be subject to the premium cost sharing percentage allocations set forth in Section B above.

Commencing July 1, 2025 the Board and each eligible employee shall contribute to the Teamsters Local 443 Health Services and Insurance Plan the sum of \$1,086.00 per month for each employee covered by the Teamsters Indemnity Plan, plus \$10.50 per hour for each hour figured to the nearest quarter hour for which said covered employee receives pay beyond 30 hours per week up to a maximum of Four Hundred and Twenty Dollars and Zero Cents (\$420.00) per week in total for any one covered employee. Such contribution shall be subject to the premium cost sharing percentage allocations set forth in Section B above.

If an employee covered by this Agreement is absent because of illness or injury and notifies the Board of such absence, the Board shall continue to make the required contribution of up to forty (40) hours for a period of twelve (12) months.

For the purpose of this Article, each hour paid for work within the scope of and/or covered by this Agreement or any portion thereof figured to the nearest quarter hour as well as hours of paid vacation, paid holidays and other hours for which pay is received by the covered employee shall be counted as hours for which contributions are payable. In addition, the term "hours paid" shall include time that is compensated during the week in which the time is worked or paid leave is taken (paid vacation or holiday, for instance). The Board will not pay for paid leave in advance or in arrears of the week in which such leave is taken.

All contributions shall be made at such time and in such manner as the Trustees require and the Trustees shall have the authority to have an Independent Certified Public

Accountant audit the payroll and wage records of the Board for the purpose of determining the accuracy of contributions to the Teamsters Health Services and Insurance Plan. Likewise, the Trustees shall, upon request from the Superintendent of Schools or designee, provide the Board with access to up-to-date information regarding the financial status of the Trust and the Teamsters Indemnity Plan.

If the Board fails to make contributions to the Teamsters Health Services and Insurance Plan within seventy-two (72) hours after receipt of a written notice of delinquency, the Union shall take whatever steps are necessary to secure compliance with this Section, any provisions of this Agreement to the contrary notwithstanding and the Board shall be liable for all costs for collecting the payments due together with attorney's fees and such penalties as may be assessed in accordance with the Plan by the Trustees. The Board's liability for payment hereunder shall not be subject to the grievance and arbitration procedure of this Agreement.

The Board agrees to execute a copy of the Agreement & Declaration of Trust of Teamsters Local 443 Health Services and Insurance Plan. The Board and Union which are signatories hereto ratify the designation of the Board of Trustees under such Agreement and ratify all action already taken, or to be taken by such Trustees with the scope of their authority.

If the total cost of the Teamsters Indemnity Plan offered under this Article triggers an excise tax under Internal Revenue Code Section 4980I, including any successor thereto, or any other local, state or federal statute or regulation, the Board shall have the right to promptly substitute a plan or plans that avoid the imposition of the tax. If the Union is not satisfied with the substitute plan or plans after implementation, it shall have the right to reopen the Agreement for the sole purpose of negotiating some other plan or plans with a total combined cost that falls below the excise tax thresholds. Any impasse in bargaining with respect to the substitute plan or plans shall be subject to binding arbitration.

#### Dental

- A. All employees will be afforded the opportunity to enroll in a group dental plan. The employee must contribute 100% of the premium cost.
- B. Dependents may also be enrolled with the employee contributing 100% of the premium cost.
- C. A current schedule of benefits will be listed in the appendix.

#### Other

- A. The Board reserves the right to acquire insurance or to self-insure in whole or in part provided that the benefits shall be comparable.



- B. Eligibility for all insurance benefits set forth above shall be determined exclusively in accordance with the provisions of the Teamsters Indemnity Plan or the insurance policy acquired by the Board to provide said benefits.
- C. Any dispute relating to eligibility for or the amount of benefits paid in any individual case shall be processed by the employee directly with the Teamsters Indemnity Plan or the insurance carrier and shall not subject the Board to any claim in any form, and shall not be subject to the Grievance and Arbitration Procedures set forth elsewhere in this Agreement.

#### ARTICLE XVI - WAGES AND CLASSIFICATION

All employees will remain on the same step for a period of one calendar year, wage schedules for the term of this Agreement are set forth in Appendix A (below).

##### Pay Period

The pay period shall be two weeks. Employees will be paid for hours worked and/or wages earned for each pay period on the second Friday of the following pay period. All employees shall be paid through direct deposit at a participating bank or qualified financial institution of the employee's choice.

##### Certification

- A. Employees who have achieved certification through the American and Connecticut Food Service Association's Certification Program will receive a differential of fifty cents (\$0.50) per hour.
- B. Employees must have thirty (30) Formal Training credits, ten (10) of which are sanitation related, to qualify.
- C. Employees are responsible for maintaining membership in the American and Connecticut School Food Service Associations.
- D. Employees must earn the required number of continuing education credits, for their category of certification, in each three (3) year period following their original certification, to maintain their eligibility for the rate differential.
- E. The Board shall reimburse employees for classes required to maintain certification.

##### Longevity

Employees hired prior to the execution of this Agreement with extended service will be compensated with pay as listed below immediately following the anniversary date of their employment.

| <u>Longevity Schedule</u> | <u>Amount</u>     |
|---------------------------|-------------------|
| 5-9 years                 | \$250.00 annually |
| 10-14 years               | \$350.00 annually |
| 15-19 years               | \$400.00 annually |
| 20 + years                | \$500.00 annually |



General workers who operate a cash register will receive a differential of twenty cents (\$0.20) per hour.

#### Temporary Assignment

Whenever a member of the bargaining unit is temporarily assigned to work in a position of higher classification, compensation for that day shall be at the same rate as for the higher classification and in the same step of the employee's regular salary. Upon completion of five (5) days in a temporary assignment in a higher classification, the employee shall be eligible to receive paid time off at the same rate of the higher classification.

Employees performing work for special functions outside of their normal scheduled hours will receive payment at the rate of \$3.00 per hour above their normal pay rate. Employee's duties when working for an outside group shall be as defined in the "Food Service Administrative Regulation Concerning the Use of Kitchen and Serving Areas by others."

### ARTICLE XVII- GRIEVANCE PROCEDURE

#### Definitions

- A. A "grievance" is a written complaint, filed in accordance with the procedure hereinafter set forth, by an employee, group of employees, or the Union, claiming an alleged violation of an explicit provision of this Agreement by the Director of Food and Nutrition Services, the Superintendent of Schools or designee, or the Board.
- B. "Grievant" is hereby defined as the employee, group of employees, or the Union filing a Grievance.
- C. "Days" is hereby defined to mean a normal workday for employees.

#### Time Limits

- A. Time limits set forth in this Article for processing a grievance from one level to another must be strictly adhered to and may be extended only by agreement between the Union and the Board.
- B. Any grievance which is not presented or processed by the grievant in strict compliance with the time limits set forth herein will become null and void and will be deemed resolved in accordance with the position of the Board's representative involved at the level preceding the level where the default in submitting the grievance occurred. If a grievance situation continues or reoccurs, such continuation or recurrence shall not extend the initial time for filing a grievance and shall not be considered as a separate grievance. If any response to a grievance is not given by the Board within the time limits set forth herein for such response, the grievant will have the option to proceed to the next level without waiting for such response.

#### Procedure

The following procedures shall be followed exclusively in the processing of a grievance:

**A. Level One**

The aggrieved Employee(s) must present the grievance in writing to the Steward and to the Board specifying the nature of the grievance and the section of the contract claimed to be violated within seven (7) days of when the Employee(s) knew or should have known of the alleged violation.

If a satisfactory adjustment is not effected with a representative of the Board within seven (7) days, the Steward and/or Employee may submit such written grievance to the Union's Business Representative.

**B. Level Two**

Within seven (7) days thereafter, the Business Representative will then take the matter up with a representative of the Board with authority to act on such grievances and a decision will be given to the Business Representative within ten (10) days. Any agreement settling the grievance shall be reduced to writing and signed by the parties.

In the event that the Business Representative shall be of the opinion that an Employee's grievance is without merit, the Local Union shall not be required to process the matter any further and the Business Representative shall so inform the Employee(s) filing the grievance and the Board. There shall be no liability imposed thereby upon the Union or the Employer.

**C. Level Three**

If Levels 1 and 2 hereof have been complied with and a settlement has not been effected, only the Board or the Union may process the grievance to arbitration by submitting it to the American Arbitration Association or the American Dispute Resolution Center for arbitration within twenty (20) days of the response from the Board at Level 2. All of the following terms and conditions must be met in order to perfect the right to arbitration:

1. The grievance must involve the interpretation or application of a specific and explicit provision of this Agreement, and will not be arbitrable if it claims a right, benefit, or obligation not expressly set forth in this Agreement.
2. The submission to arbitration must be made in writing by certified mail, postage prepaid, or by fax, with a copy to the Superintendent, postmarked within the twenty (20) days immediately following the receipt by the grievant of the Level Two response or the expiration of the time period within which the Board is required to respond at Level Two, whichever is sooner.
3. The grievance submitted to arbitration must be the same grievance that was submitted to the Board at Level One.
4. The selection of the arbitrator and the procedure for conducting the arbitration process shall be in accordance with the rules and regulation of the American Arbitration Association or the American Dispute Resolution Center. The decision of the arbitrator will be final and binding. The arbitrator's authority will be limited to determining whether, by the allegations contained in the grievance, the Board has violated or misapplied any specific and explicit provision of this Agreement. The arbitrator will not have any authority or power to add to, delete from or modify in any way any provision of this Agreement.

5. The cost of the arbitrator's service will be divided equally between the Board and the Union.

**ARTICLE XVIII - DURATION**

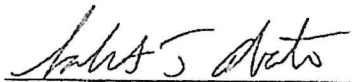
This Agreement will be effective upon full execution of the Agreement by the parties and will continue in effect through June 30, 2026.

**ARTICLE XIX - REOPENER**

Negotiations regarding Article XV, Health Benefits may be reopened during the term of this Agreement if the medical and/or dental plans are impacted by state and federal health care reform.


In witness whereof, the parties hereto have set their hands on the date(s) indicated below.

**TEAMSTER'S LOCAL 443  
FOOD AND NUTRITION  
SERVICES EMPLOYEES:**

  
\_\_\_\_\_  
Salvatore J. Abate  
Secretary-Treasurer / Principal Officer

DATE: 6-21-2023

**NEW MILFORD  
BOARD OF EDUCATION:**

  
\_\_\_\_\_  
Peter Helmus  
Chairperson

DATE: 6/21/2023

## APPENDIX A – WAGE SCHEDULE

### **2022-23**

| <b>Position</b>          | <b>Location</b> | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> |
|--------------------------|-----------------|---------------|---------------|---------------|---------------|
| Head Cook                | NMHS            | 17.66         | 19.64         | 21.69         | 22.69         |
| Head Cook                | SMS & SNIS      | 17.21         | 19.24         | 21.19         | 22.16         |
| Head Cook                | Elementary      | 16.94         | 18.85         | 20.78         | 21.74         |
| Assistant Cook           | NMHS & SMS      | 16.23         | 18.05         | 19.89         | 20.80         |
| Assistant Cook           | Elementary      | 15.87         | 17.60         | 19.40         | 20.29         |
| Food Prep I (a la carte) |                 | 15.53         | 17.22         | 18.96         | 19.83         |
| Food Prep II (baker)     |                 | 15.18         | 16.82         | 18.53         | 19.38         |
| General Worker           |                 | 14.00         | 15.18         | 16.73         | 17.50         |

All bargaining unit members, including those at maximum, advance on the wage schedule. Step 4 is the new top step. The "Hire" step was eliminated.

### **2023-24**

| <b>Position</b>          | <b>Location</b> | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> |
|--------------------------|-----------------|---------------|---------------|---------------|---------------|
| Head Cook                | NMHS            | 19.64         | 21.69         | 22.69         | 23.59         |
| Head Cook                | SMS & SNIS      | 19.24         | 21.19         | 22.16         | 23.04         |
| Head Cook                | Elementary      | 18.85         | 20.78         | 21.74         | 22.60         |
| Assistant Cook           | NMHS & SMS      | 18.05         | 19.89         | 20.80         | 21.63         |
| Assistant Cook           | Elementary      | 17.60         | 19.40         | 20.29         | 21.10         |
| Food Prep I (a la carte) |                 | 17.22         | 18.96         | 19.83         | 20.62         |
| Food Prep II (baker)     |                 | 16.82         | 18.53         | 19.38         | 20.15         |
| General Worker           |                 | 15.18         | 16.73         | 17.50         | 18.19         |

All bargaining unit members not at maximum advance on the wage schedule.

### **2024-25**

| <b>Position</b>          | <b>Location</b> | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> |
|--------------------------|-----------------|---------------|---------------|---------------|---------------|
| Head Cook                | NMHS            | 20.12         | 21.69         | 22.69         | 24.25         |
| Head Cook                | SMS & SNIS      | 19.65         | 21.19         | 22.16         | 23.69         |
| Head Cook                | Elementary      | 19.27         | 20.78         | 21.74         | 23.25         |
| Assistant Cook           | NMHS & SMS      | 18.45         | 19.89         | 20.80         | 22.26         |
| Assistant Cook           | Elementary      | 17.99         | 19.40         | 20.29         | 21.72         |
| Food Prep I (a la carte) |                 | 17.59         | 18.96         | 19.83         | 21.23         |
| Food Prep II (baker)     |                 | 17.19         | 18.53         | 19.38         | 20.75         |
| General Worker           |                 | 15.52         | 16.73         | 17.50         | 18.75         |

All bargaining unit members not at maximum advance on the wage schedule.

**2025-26**

| <b>Position</b>          | <b>Location</b> | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> |
|--------------------------|-----------------|---------------|---------------|---------------|---------------|
| Head Cook                | NMHS            | 20.50         | 21.69         | 22.69         | 24.93         |
| Head Cook                | SMS & SNIS      | 20.02         | 21.19         | 22.16         | 24.36         |
| Head Cook                | Elementary      | 19.64         | 20.78         | 21.74         | 23.91         |
| Assistant Cook           | NMHS & SMS      | 18.80         | 19.89         | 20.80         | 22.90         |
| Assistant Cook           | Elementary      | 18.33         | 19.40         | 20.29         | 22.35         |
| Food Prep I (a la carte) |                 | 17.92         | 18.96         | 19.83         | 21.85         |
| Food Prep II (baker)     |                 | 17.51         | 18.53         | 19.38         | 21.36         |
| General Worker           |                 | 15.81         | 16.73         | 17.50         | 19.32         |

All bargaining unit members not at maximum advance on the wage schedule.