AGREEMENT BETWEEN

CROMWELL BOARD OF EDUCATION

and

MUNICIPAL EMPLOYEES UNION INDEPENDENT, LOCAL 506

SEIU, AFL-CIO

(Cafeteria Workers)

July 1, 2017 – June 30, 2020

TABLE OF CONTENTS

ARTICLE I 1

Recognition 1

ARTICLE II 1

Union Security and Rights 1

ARTICLE III 2

Management Rights 2

ARTICLE IV 3

Seniority 3

ARTICLE V 4

Vacancy 4

ARTICLE VI 5

Layoff, Recall, Reduction In Force 5

ARTICLE VII 6

No Strike 6

ARTICLE VIII 6

Hours of Work and Overtime 6

ARTICLE IX 7

Leave Provisions 7

ARTICLE X 10

Maternity and Childrearing Leave 10

ARTICLE XI 10

Insurance and Pension 10

ARTICLE XII 14

Wages 14

ARTICLE XIII 14

Disciplinary Action 14

ARTICLE XIV 15

Grievance Procedure 15

ARTICLE XV 17

Personnel Records 17

ARTICLE XVI 17

Duration 17

ARTICLE XVII 17

Complete Agreement 17

ARTICLE XVIII 18

Miscellaneous 18

ARTICLE XIX 18

Savings Clause 18

ARTICLE XX 19

Non-Discrimination 19

ARTICLE XXI 19

Uniforms/Shoes 19

ARTICLE XXII 20

Snow Days 20

ARTICLE XXIII 20

Holidays 20

PREAMBLE

The Agreement is entered into by and between the Board of Education of the Town of Cromwell (hereinafter referred to as the "Board") and the Municipal Employees Union Independent, Local506, SEIU, AFL-CIO (hereinafter referred to as the "Union").

ARTICLE I

Recognition

The Board recognizes the Union as the sole and exclusive representative for purposes of collective bargaining on matters of wages, hours and other conditions of employment for all cafeteria employees of the Cromwell Board of Education, excluding the Bookkeeper and all others excluded by the Municipal Employees Relations Act, Conn. Gen. Stat. §7-467 et seq. (the "Act").

ARTICLE II

Union Security and Rights

1. During the term of this contract or extension thereof, all bargaining unit members hired from the effective date of this Agreement shall, within seven (7) days from the date of their employment by the Board, as a condition of employment, either become or remain members of the Union in good standing or, in lieu of Union membership, pay to the Union a service fee. The amount of service fee shall not exceed the minimum applicable dues payable to the Union.
2. The Board agrees to deduct from the pay of bargaining unit members such membership dues, initiation fees, service fees or reinstatement of service fees as may be fixed by the Union. Such deductions shall commence in the first paycheck after date of hire and shall continue for the duration of the Agreement or any extension thereof. An employee may withdraw from membership in the Union by giving written notice to the Union and the Board which notice must be received or postmarked within the period June 1 to June 15, inclusive, in any calendar year in which the Agreement is in effect. Such employee will pay a service fee not to exceed the amount of Union dues.

   The Board agrees to voluntary payroll deductions for the Union's Political Action Fund. These deductions shall be kept consistent with federal and state law on this subject.
3. The Union shall supply to the Board written notice at least thirty (30) days prior to the effective date of any change in the rates of fees or dues. In addition the Union shall furnish the board with a statement signed by the employee authorizing the Board to make dues deduction(s). Section One service fees shall be automatically deducted by the Board.

4. No dues or fees will be deducted when an employee has exhausted accumulated sick leave or is collecting workers' compensation.
5. The deduction of Union fees and dues or service fees for any month shall be made during the applicable month and shall be remitted to the Financial Officer of the Union no later than the third Thursday of the following month. The monthly dues and/or service fee remittances to the Union will be accompanied by the list of employees from whose wages dues deductions have been made.
6. The Board agrees to provide space on a bulletin board in each building under its supervision in which a member of the bargaining unit works, for the exclusive use of the Union.
7. The Board shall provide each employee with a copy of the contract within thirty (30) days after the signing of this Agreement. New employees shall be provided with a copy of this Agreement upon hire.
8. The Union shall indemnify and hold the Board harmless from any and all demands, suits, complaints, claims, costs and liabilities including reasonable attorney's fees, caused by or arising out of the administration or enforcement of this Article.

ARTICLE III
Management Rights

1. Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Board has and will continue to retain, whether exercised or not, all the rights, powers and authority heretofore had by it, and shall have the sole right, responsibility and prerogative of management of the affairs of the Board of Education and direction of the working forces, including, but not limited to those rights provided by Conn. Gen. Stat. §10-220 and the following:
   (a) To determine the care, maintenance and operation of equipment and property used for and in behalf of the purposes of the Board.
   (b) To discontinue processes or operations or to discontinue their performance by employees.
   (c) To select and to determine the number and types of employees required to perform the Board's operation.
   (d) To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons

when it shall be in the best interests of the Board, subject to the provisions of Article XVI.

(e) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.

(f) To establish contracts or sub-contractors for cafeteria operation provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members. All work customarily performed by the employees of the bargaining unit shall continue to be so performed unless in the sole judgment of the Board it can be done more economically and expeditiously otherwise.

(g) To create job specifications and revise existing job specifications, subject to the Union's right to negotiate the assigned wage rate.

(h) To create and revise work schedules subject to the provision of Article VIII.

2. The above rights, responsibilities and prerogatives are inherent in the Board of Education and the Superintendent by virtue of statutory and charter provisions and are not subject to delegation in whole or in part.

ARTICLE IV
Seniority

1. Seniority shall be defined as status for specific purposes based on an employee's uninterrupted service with the Board from the first day worked following the date of last hire including all authorized paid leave provided the employee returns to work immediately at the conclusion of such leave.
2. No employee shall attain seniority or other rights under this Agreement until he/she has been continuously employed by the Board for a period of three (3) months. Until expiration of such period, he/she may be terminated for any reason whatsoever and neither the employee nor the Union, on his/her behalf, shall have recourse to the grievance or arbitration provisions of this Agreement. However, if requested, an employee shall be entitled to a conference with the Superintendent or his/her designee to discuss reasons for such termination. Upon successful completion of the probationary period, a new employee shall acquire seniority retroactive to his/her first day of employment.

3. The Board shall prepare a list of all employees covered by this Agreement showing their seniority with the Board, as defined above, and deliver the same to the Union office no later than October 15 of each year.
4. An employee shall forfeit accrued seniority:
   (a) Upon voluntary resignation or retirement,
   (b) Upon discharge, or
   (c) Upon the expiration of recall rights after one year of layoff or refusal of a recall opportunity pursuant to Article VI.

ARTICLE V
Vacancy

1. "Job vacancy" is defined as an opening created by a death, retirement, resignation, dismissal, promotion or new position in the classifications listed in the salary schedule.
2. The matter of filling job vacancies covered by the Agreement shall be solely within the control of the school administration in accordance with the terms of this section.
3. All job openings covered by this Agreement shall be posted for five (5) working days. Job openings shall be posted simultaneously in each school and at the office of the Board of Education, and outside the school system. The Union will be notified of the vacancy electronically.
4. Employees desiring to bid on the job or apply for transfer to a vacancy shall file an application in writing within the posted time limit.
5. After the posting period expires, the Administration shall fill the vacancy in the following manner:
   (a) The administration will first consider applicants from within the bargaining unit.
   (b) The Administration shall have the right to select the applicant who is most qualified and most able to perform the job, as determined by the Superintendent or his/her designee. I f the Superintendent determines that two or more applicants are equally able to perform the job, the employee having the greatest amount of seniority, as defined in Article IV, shall be selected.
   (c) If the Administration selects an applicant from outside the bargaining unit, the Administration shall notify the Union.
6. During the period an employee is temporarily assigned for at least twenty (20) days to a vacancy or new position of a different class or grade which has a higher maximum rate of

pay, he/she shall be paid at the lowest rate of pay in the higher class or grade which also produces an increase in pay for the period of the assignment.

ARTICLE VI

Layoff, Recall, Reduction In Force

1. The Board has the sole and exclusive prerogative to eliminate or reduce positions in the bargaining unit in the course of implementing the education interests of the state. When the Board determines that such a reduction in the work force is required, the reduction shall be made in the following manner:
   (a) In the event that a position is eliminated, the elimination shall first apply to temporary and/or probationary employees within the affected job classification.
   (b) The criteria used within the respective job classifications to select employees for layoff will be in the following order:
      1. Total period of employment by the Board of Education.
      2. Ability and performance as an employee of the Board of Education, as determined by the Superintendent or his designee. Job performance is to be supported and documented by annual evaluations.
      3. Work or related experience of education/training in other positions.

      Factors two and three shall be used, in order, in the event that two or more employees have equal seniority with the Board of Education.

      For the purposes of layoff only, an employee's service shall be pro-rated based upon a twelve-month work year.
   (c) Applying the criteria set forth in Paragraph (b) above to the general classification in which a reduction occurs, the Superintendent shall identify the employee for layoff.
2. Whenever a recall of employees is required, the recall shall be made within classification in the inverse order of the reduction procedure followed in Section 1. Employees shall retain recall rights for a period no longer than one (1) calendar year from the effective date of layoff. Nothing in this Article shall require the promotion of an employee into a position of higher rank, authority, or compensation.
3. Notice of recall shall be sent to the last known address of the employee, return receipt requested. If the employee rejects the appointment offer or fails to respond within seven (7) days of receipt, the employee shall forfeit seniority and shall no longer be eligible for recall.

4. An employee who has been laid off and is subsequently rehired within the recall period shall receive full credit for accumulated sick leave, seniority, and step placement earned prior to layoff.
5. In the event of a reduction in work force, the Board will notify the Union and affected employees in writing at least two (2) weeks before the reduction where practicable.

   The Board shall consult with the Union prior to a layoff or change in hours which affect the steward.

ARTICLE VII

No Strike

The Union, its agents and each employee agree(s) that during the term of this Agreement, it or they shall not for any reason authorize, aid, or engage in a strike, slowdown, work stoppage, sympathy strike, or other concerted interference with the Board's operation. The Union shall take reasonable, prompt and positive measures to prevent and stop any acts described in this Article.

ARTICLE VIII

Hours of Work and Overtime

1. Time and one-half shall be paid for all work performed in excess of forty (40) hours in any one work week, and for all time worked on Saturday. Double time shall be paid for all work performed on Sunday. No overtime shall be worked unless approved, in advance, by the Superintendent or his/her designee.
2. The Superintendent will establish work schedules prior to the beginning of the school year.
3. Employees shall be notified of pending scheduled changes two (2) weeks in advance when possible. When the Board wishes to make a shift or schedule change, the Board will notify the Union of the proposed change.
4. Employees who work at least six (6) hours per day shall be entitled to receive up to twenty (20) minutes of paid break time over the course of the work day. Scheduling of such break time is at the discretion of the Cook/Manager, but the initial a.m. break period shall not exceed fifteen (15) minutes.

ARTICLE IX

Leave Provisions

1. Sick Leave: Employees shall receive sick leave with full pay per annum with the amount of full days of unused sick leave that can be accumulated as listed in the tables below. The accumulation of the days shall not include those sick days earned during the current contract year.

   Employees Hired Before July 1, 2011

Hours Per Week	Annual days	Accumulated Days
More than 20	13 days	120 days
20	7 days	60 days
Less than 20	3 days	0 days

   Employees Hired on or After July 1, 2011

Hours Per Week	Annual days	Accumulated Days
30 or more	13 days	120 days
20 but less than 30	7 days	60 days
Less than 20	3 days	0 days

   Each employee shall be notified of his/her accumulated sick leave no later than July 30 of each year.

   Sick leave may be used for the following purposes:

   a. Personal illness or injury.

   b. Enforced quarantine of the employee in accordance with community health regulations.

   c. In the event of death in the immediate family when as much as four (4) working days leave with pay shall be granted for each occurrence. "Immediate family" means husband, wife, father, mother, sister, brother, child, grandchild or grandparents, and also any relative who is domiciled in the employee's household.

   d. In the event of serious illness or injury to a member of the immediate family creating an emergency, provided that no more than three (3) days of sick leave per calendar year shall be granted. With permission of the Superintendent or his/her designee, additional accrued sick leave may be taken within a calendar year. "Immediate family" means husband, wife, father, mother, sister, brother, child. grandchild or grandparents, and also any relative who is domiciled in the employee's household.

2. A doctor's certificate showing date of illness or incapacity may be required after three (3) consecutive working days of absence or in cases of suspected abuse.

3. Upon the retirement or death of any employee who has completed ten (10) continuous years with the Board, he/she or the legal representative of his/her estate, shall be compensated at the employee's applicable wage rate for twenty-five (25) percent of the total accrued and unused sick leave.

4. Upon exhaustion of sick leave, an employee may request an unpaid leave of absence of up to six months from the Superintendent or his/her designee. No decision by the Superintendent or his/her designee regarding such a request shall be subject to the grievance procedure. No benefits will accrue during the unpaid leave except that the employee shall have access to group rates for medical insurance.

5. Sick Leave Bank: For the purpose of providing additional coverage after exhaustion of individual annual and/or accumulated sick leave only in the event of serious illness as evidenced by medical certification, the Board and the Union agree to establish a Sick Leave Bank.

   (a) Participation by members of the bargaining unit shall be voluntary. Each employee may donate a minimum of one (1) day each year. There is no limit on the number of days that employees may donate to the Bank. Sick leave donations shall be made on or before July 1 of each year. Employees who have not donated to the Sick Leave Bank in a given school year shall not be eligible for its benefits in that year. Donations to the Sick Leave Bank shall be final, irrevocable and not subject to payment under Article IX, Section 3.

   (b) The Bank shall be administered by a committee that will meet when necessary to make a decision on a request to utilize the sick leave from the Sick Leave Bank. The Committee shall consist of the Superintendent or his/her designee, one (1) representative of the bargaining unit and one (1) chosen by vote of the above mentioned representatives. Decisions of the Sick Leave Bank Committee shall be final and binding and not subject to the grievance procedure.

   (c) The following criteria shall be used by the Sick Leave Bank Committee in determining eligibility of an employee to draw from the Bank:

      - Completion of two (2) years of service in Cromwell
      - Employee donates to the Sick Leave Bank
      - Employee must have used up all of his/her accumulated sick leave
      - Employee must submit medical evidence that the leave is necessary due to serious and lengthy illness not covered by workers' compensation

All applications shall be kept in the strictest confidence.

(d) Upon compliance with subsection (c) above, the Sick Leave Bank Committee may issue up to two (2) grants of days from the Sick Leave Bank to each employee during the employee's entire working relationship with the Board. The cumulative total of the two (2) grants of days from the sick leave shall not exceed ninety (90) cumulative days.

(e) The Board shall notify the Union annually, by July 30th, of the total number of accumulated leave days available in the sick leave bank.

6. Personal Leave

The Superintendent or his/her designee may grant personal leave days each year (noncumulative) to employees in accordance with the tables below.

Employees Hired Before July 1, 2011

Hours Per Week	Annual days
More than 20	Up to 5 days
20	Up to 3 days
Less than 20	1 day

Employees Hired on or After July 1, 2011

Hours Per Week	Annual days
30 or more	Up to 5 days
20 but less than 30	Up to 3 days
Less than 20	I day

Members shall receive full pay for personal days to include but not limited to, religious holidays, attendance and travel at graduation for family members, marriage of family members, compulsory legal matters.

For purposes of this article the term "family" shall include, but not limited to the following: parents, spouse, children, siblings, grandparents and grandchild. Members will be required to check personal or personal/personal on the form provided.

Employees must request such leave at least seventy-two (72) hours in advance, provided that the employee may verbally notify the Superintendent or his/her designee and complete the appropriate form upon return to work in the case of a bona fide emergency. Personal leave is to be used for personal business which cannot be transacted outside of school hours. Personal days may not be taken the day before or after a vacation, school recess or a legal holiday unless the

Superintendent, in the exercise of his/her discretion, permits such leave because of unusual or emergency circumstances. No more than one (1) member of the unit from a single school shall be granted a personal day on the same date. Such requests shall be granted in order of receipt by the Superintendent or his/her designee.

7. Military Leave: Military Leave shall be granted in accordance with the law.
8. Jury Duty: All employees who are called to serve as jurors shall be paid the difference between the amount received as a juror, minus the expense money, and the regular pay for each day of jury duty, provided that such employee gives written notice to the Superintendent or his/her designee within 48 hours after he/she receives the call to jury duty, and provided the employee furnishes the Superintendent or his/her designee with a copy of any check stub or receipt indicating the dates for which jury duty pay was received.
9. The Board will continue to pay its share of the cost for an employee's insurance coverage during a paid leave of absence.

ARTICLE X
Maternity and Childrearing Leave

1. Maternity and Childrearing Leave: Any employee who becomes pregnant shall so notify the Superintendent or his/her designee at least four months prior to the expected date of delivery, whenever practicable. Such employee shall receive a leave of absence for the reasonable period of physical disability due to childbirth. Except in the case of unusual medical difficulties, leave is expected not to exceed six (6) weeks after delivery. Upon return, the employee shall be assigned to her former position. Such leave shall be treated the same as any other short-term disability, and shall be with pay to the extent of accumulated sick leave. A pregnant employee will inform the Superintendent or his/her designee before she leaves work if she intends to return to her job.
2. Leave for childrearing purposes shall be granted to the extent mandated by the Federal Family and Medical Leave Act.

ARTICLE XI
Insurance and Pension

1. The Board shall provide the following insurance coverage or comparable coverage employee who was receiving such benefits as of October 1, 1992, and for each employee who is regularly scheduled to work thirty (30) or more hours per week.

   (a) High Deductible Health Plan ("HDHP");

   (b) Full Basic Blue Cross Dental Plan coverage or its equivalent benefits;

(c) Group Life Insurance with accidental death and dismemberment benefits of $40,000.00;

(d) Participation in insurance coverage shall be subject to any and all eligibility requirements of the carrier(s).

2. The HDHP shall have the following benefit elements:

July 1, 2017 - June 30, 2020

	In Network Expenses	Out of Network Expenses
Base Insurance Plan	PPO (FlexPOS)	
Annual deductible	$2,500/$5,000	5,000/10,000
Co-Insurance	0% after deductible.	20% after deductible, up to co-insurance maximum
Co-Insurance Maximum	$0	$5,000/$10,000
Out of Pocket Maximum	$3,500/$7,000	$10,000/$20,000
Preventive Medicine	$0	
Prescription Drugs	$5/$30/$40 after deductible	20% after deductible, up to co-insurance maximum

The Board's contribution to the applicable HSA deductible shall be as follows: For each employee who elects to participate in the HSA-HDHP, the one-thousand two hundred fifty dollars ($1,250) for single coverage and two thousand five hundred dollars ($2,500) for two person or family coverage in each year the employee selects HSA -HDPD coverage. The Board's contribution toward the applicable HDHP deductible amount will be deposited into the employee's HSA account on the commencement of the work year, on or about September 1st. The Board shall have no obligation to fund any portion of the annual HSA deductible amount for retired employees or other individuals upon their separation from employment.

3. Commencing with the 2014-2015 work year employees shall contribute the following towards the cost of the annual premium of the High Deductible Health Plan:

Work Year	Employee	Board
2017-2018	16.5.0%	83.5%
2018-2019	17.0%	83.0%
2019-2020	18.0%	82.0%

4. Blue Cross full service dental plan. The employee will contribute the following amount towards the annual premium for individual and family dental coverage during each year of the current agreement:

2017-2018	22.0%
2018-2019	22.5%
2019-2020	23.5%

Employees may elect coverage under Dental Rider A. The cost of such coverage shall be borne entirely by the employee. (Note: For Clarification Purposes only)

A. The following benefit is only available to the one (1) employee who participated in it during the 2010-2011 work year. No other employees are or may become eligible for the stipend described in this section. If the eligible employee waives all of the health insurance coverage provided by the Board as of July 1 of each year she will receive $500.00 for waiving individual coverage, $1,000.00 for waiving two person coverage, and $2,000.00 for waiving family coverage, to be paid on or after November 1 of each year. Eligible employees wishing to waive insurance coverage shall deliver a signed, witnessed waiver form to the Superintendent's office prior to August 1 of each school year.

B. In the event an employee who has elected to waive such coverage decides to reinstate such coverage, the following shall apply:

(i.) Except as provided in (ii) below, reinstatement may be effective only at the beginning of the plan year and application must be made in writing to the Superintendent's office no later than August 1.

(ii.) Reinstatement may be requested during the plan year if such request is due to loss of the other available coverage for reasons beyond the employee's control. A request for mid-year reinstatement must be made in writing to the Superintendent's Office. If the request is approved by the insurer, reinstatement shall be effective the first of the month which is at least fifteen (15) calendar days following such approval.

(iii.) All reinstatement is subject to the rules of the insurer and contingent on the approval of the insurer.

6. For budgetary purposes, the Board has the discretion to change insurance carriers at any time, provided that the overall level of benefits remains substantially equivalent. The Board will arrange for information sessions with the employees covered by such insurance in order to provide for the smooth transition in the practices and procedural changes that might occur because of the change in new insurance carriers.

7. In the event that the teachers or administrators agree to receive health insurance through a comprehensive plan, a health maintenance organization, or a point of service plan, the cafeteria employees agree to enter such a plan. The Board and the Union agree to negotiate over the impact of such change.

8. Pension: Eligible employees may continue to participate ay continue to participate in the existing pension plan as required by the Master Plan of the Town of Cromwell , subject to the rules and regulations of the Master Plan. The Board agrees to work with the Town of Cromwell to convene an annual informational meeting regarding any changes that may arise in the pension plan. This Section shall not be subject to the grievance arbitration provisions of this Agreement.

9. Retiree Insurance: Employees who work thirty (30) hours or more per week, and retire, as the term is defined in the Master Plan of the Town of Cromwell, after a minimum of fifteen (15) years of continuous service to the Board, are eligible to enroll in the above described insurance plan, for themselves and their respective spouses at no cost to the Board, provided the insurance carrier permits enrollment without a rate increase.

   Spouses of the above employees who retire after a minimum of fifteen (15) years of consecutive service to the Board are eligible to participate in the above-described insurance plan for up to five (5) years after the retirement date of the retired employee.

   Retired employees and their spouses are eligible to buy into the above-described insurance plan at the same rate available to individuals who currently receive continuing health insurance coverage pursuant to the Board's COBRA plan.

10. If the Board receives notice that the total cost of a group health plan or plans offered under this contract will trigger an excise tax under Internal Revenue Code Section 49801, or any other local, state or federal statute or regulations, during the term of this contract, the Board and the Union will, upon the request of the Board, engage in mid-term negotiations regarding the impact of such excise tax, in accordance with the Municipal Employees Relations Act (MERA).

ARTICLE XII

Wages

1. The hiring rates for each position in this bargaining unit are set forth in Appendix A.

2. Whenever an employee is permanently moved from a class or grade to a different class or grade which has a higher maximum rate of pay, he/she shall be paid at the rate in the higher class or grade which produces an increase in pay for as long as he/she works in that classification.

3. Whenever an employee is permanently moved from a class or grade to a different class or grade which has a lower maximum rate of pay, he/she shall be paid at the rate in the lower class or grade which is closest to his/her current rate of pay.

4. Any employee who works a banquet shall be guaranteed a minimum of two (2) hours banquet pay, at the rate of $25.00 per hour for the life of this Agreement.

5. If an employee is temporarily assigned for more than five (5) continuous working days to perform the functions of a higher classification or grade which has a higher maximum rate of pay, his/her wage rate will be retroactively increased to the lowest step in the higher classification or grade which also produces an increase of at least one pay increment for the period of the assignment. As used herein, "increment" shall mean the differential in pay between steps in the employee's regular classification or grade.

ARTICLE XIII

Disciplinary Action

1. "Disciplinary action" as used in this Article shall include written warning, suspension or discharge. Disciplinary action shall be for just cause.
2. Written reasons for all suspensions and discharges must be given to the employee and the Union at the time of the suspension or discharge, except in cases of emergency suspension or discharge in which case written reasons will be supplied as soon as possible. Serious misconduct may be grounds for immediate suspension or discharge. Examples of serious misconduct include, but are not limited to, the following: theft, insubordination, and abuse of the sick leave policy.
3. An employee who is being interviewed concerning an incident which may subject him/her to disciplinary action may have a Union steward or other Union representative present. If the employee decides during an interview he/she needs a representative, the meeting will come to a close until the Union representative can be present.
4. Disciplinary actions as defined above may be appealed through the established grievance procedure.

ARTICLE XIV

Grievance Procedure

1. Definitions

   (a) A "grievance" shall mean a complaint by an employee, the Union, or a group of employees that his/her/its rights under the specific language of this Agreement have been violated, or that as to him/her there is a misinterpretation or misapplication of the specific provisions of this Agreement.

   (b) "Grievant" shall mean any member of the bargaining unit, or a group of bargaining unit members or the Union similarly affected by a grievance, seeking recourse under the terms of this article.

   (c) "Days" shall mean calendar days.

2. Time Limits

   (a) If a grievance in writing is not filed within twenty-one (21) days after the grievant knew or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.

   (b) Failure by the grievant at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

   (c) An employee may, if any administrator or the Board of Education fails to render his/her/its decision within the specified time limits, process his/her/its grievance to the next higher level.

3. Level One – Supervisor

   If an employee feels that he/she may have a grievance, he/she may first discuss the matter with his/her Supervisor and/or a Union steward or representative or other appropriate administrator in an effort to resolve the problem informally.

4. Level Two – Formal

   (1) If the grievant is not satisfied with the disposition of his grievance at Level One, he/she may, within five (5) days after the decision, file his/her written grievance with the Superintendent of Schools.

(2) The Superintendent shall, within seven (7) days after receipt of the referral, meet with the grievant and a representative of the Union for the purpose of resolving the grievance.

(3) The Superintendent shall, within seven (7) days after the meeting, render his/her decision and the reasons therefor in writing to the grievant, with a copy to the Union.

5. Level Three – Board of Education

(1) If the grievant is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within seven (7) days after the decision submit the grievance to the Board of Education.

(2) The Board of Education shall hold a meeting within thirty (30) days after receipt of the grievance, at which time it shall meet with the grievant and with representatives of the Union for the purpose of resolving the grievance.

(3) The Board shall, within ten (10) days after such meeting, render its decision and the reasons therefore in writing to the grievant, with a copy to the Union.

6. Level Four – Mediation/Arbitration

(1) If the grievance is not resolved to the satisfaction of the grievant and the Union at Level Three, the Union may submit the matter to a mediator appointed by the State Board of Mediation and Arbitration for the purpose of helping to resolve the grievance within five (5) days after receipt of Level Three answer. A copy of the request shall be sent to the Board of Education.

(2) If the grievance is not resolved to the satisfaction of the grievant and the Union at Level Three or in mediation, the Union may, at its option, submit the grievance to arbitration by the State Board of Mediation and Arbitration or the American Arbitration Association within fourteen (14) days of receiving the Level Three answer or the conclusion of mediation. The submission of the grievance shall state the provisions of the contract allegedly violated and the remedy sought.

(3) The arbitrator shall have no power to add to, subtract from, alter or modify this Agreement. The arbitrator shall render his decision in writing no later than thirty (30) days after the conclusion of the hearing. The decision of the arbitrator shall be final and binding.

(4) The costs of the arbitrator will be borne equally by the parties.

(5) The arbitrator will hear only one grievance at a time, except as otherwise agreed by the parties. This provision will not prevent the arbitrator from hearing a Union or class action grievance. Neither will it prevent discussion of the arbitrability and the merits of the grievance at the same hearing.

(6) The parties may waive or modify the steps or time limits set forth herein by written mutual consent.

ARTICLE XV
Personnel Records

1. An employee covered hereunder shall, on his/her request, be permitted to examine and copy any and all materials in his/her personnel file during business hours. The Union may have access to any employee's records upon presentation of written authorization signed by the employee.

2. No written evaluation, reprimand or notice of other disciplinary action shall be placed in an employee's personnel file without notice to the employee. Delivery of a copy to the employee marked "cc personnel file" is adequate notice. Employees may make a written response to evaluations which are contained in their files.

ARTICLE XVI
Duration

1. The Board and the Union agree that this Agreement shall be in full force and effect from July 1, 2017 and shall remain in effect through June 30, 2020, and from year to year thereafter unless either party notifies the other no less than one hundred twenty (120) days from the expiration date above that it wishes to modify or change this agreement in any manner. Upon receipt of such a notice, meetings will begin as soon as possible to negotiate a successor agreement.

2. Either party may notify the other party in writing of its desire to bargain collectively with respect to the successor agreement, however, neither party shall be obligated to take part in any such collective bargaining session prior to one hundred and twenty (120) days before expiration hereof.

ARTICLE XVII
Complete Agreement

This Agreement contains the full and complete agreement of the parties on all negotiable issues. The parties may mutually agree to negotiate during the term of this Agreement or shall negotiate if ordered to do so by an authority of competent jurisdiction.

ARTICLE XVIII

Miscellaneous

1. The use of a personal vehicle for school business shall be authorized in advance by the Superintendent or his/her designee and reimbursed at the current IRS rate.

2. The Board agrees to provide information to the Union in compliance with the provisions of the Connecticut Freedom of Information Act.

3. One employee per year shall be permitted to attend a one-day MEUI/SEIU convention without loss of compensation. In addition, one (1) employee per year may use up to two (2) personal days per year for official Union business.

4. The Union may use school buildings for meetings with bargaining unit employees, provided it makes written application to the Superintendent or his/her designee, and provided that the use is approved by the building principal and the Superintendent or his/her designee. Such authorization shall not be unreasonably withheld. Such use shall be at no cost to the Union, except that the Union shall be required to pay for any additional costs to the Board of Education (e.g. cleanup) necessitated by such use.

5. Each employee shall be entitled to $250.00 tuition reimbursement per fiscal year for courses, seminars and offsite trainings related to his or her positions with the Cromwell Public Schools, and approved by the Superintendent prior to the commencement of the course or seminar, subject to the relevance of the proposed course or seminar. Reimbursement for such seminars and courses shall be made upon presentation of evidence of successful completion. The Superintendent or his/her designee may, in his/her discretion, allow an employee to attend such courses, seminars and offsite trainings without loss of compensation when such courses and seminars cannot be scheduled outside working hours.

6. The Board shall reimburse employees required to have fingerprints taken after their first year of employment, up to a maximum of $25 per session.

ARTICLE XIX

Savings Clause

1. If any section, sentence, clause or phrase of the Agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof or provisions herein, shall become inoperative or fail by reason of the invalidity of any other portion or provisions and the parties do hereby declare that they would have

severally approved of and adopted the provisions contained herein, separately and apart from the other.

The parties agree to expeditiously negotiate a substitute for the invalidated Articles, Section, Sentence, Clause and Phrase.

ARTICLE XX

Non-Discrimination

All provisions of this agreement shall apply equally to all employees without discrimination on the basis of race, color, creed or religion, sex, sexual orientation, national origin, age, physical or mental disability, political or labor affiliation.

ARTICLE XXI

Uniforms/Shoes

1. Upon successful completion of being continuously employed by the Board for a period of three (3) months, cafeteria workers shall receive uniforms in accordance with the following schedule: During their initial year of employment, cafeteria workers hired before January 1 of the work year shall be provided with three (3) sets of uniforms (pants/top or dresses); cafeteria workers hired in between January 1 and April 1 of the work year shall be provided with two (2) sets of uniforms annually (pants/top or dresses); and, cafeteria workers hired in between April 1and July 1 of the work year shall be provided with one (1) set of uniforms annually (pants/top or dresses). Thereafter, each employee shall receive three (3) sets of uniforms annually. Aprons will also be provided as a necessary part of the uniform.

2. Upon successful completion of being continuously employed by the Board for a period of three (3) months, cafeteria workers shall receive shoes in accordance with the following schedule: During their initial year of employment, cafeteria workers hired prior to January 1 of the work year shall be provided a shoe allowance of $120; cafeteria workers hired in between January 1 and April 1 of the work year shall be provided a shoe allowance of $80; and, cafeteria workers hired in between April 1 and July I of the work year shall be provided a shoe allowance of $35. Thereafter, each employee shall receive an annual shoe allowance of $120 on September 15.

ARTICLE XXII

Snow Days

In the case of school cancellation due to weather, employees who are scheduled to work and who are at the school at the time of cancellation shall be guaranteed four (4) hours pay.

ARTICLE XXIII

Holidays

All ten month employees shall be eligible for the following paid holidays: Thanksgiving Day, Christmas Day, Good Friday, Martin Luther King, Jr. Day, President's Day and Memorial Day. Effective July 1, 2017, all ten month employees shall receive one (1) additional paid holiday: New Year's Day and Effective July1, 2020 all ten month employees shall receive one (1) additional holiday to be determined prior to July 1 2020.

IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE CAUSE THIS AGREEMENT TO BE EXCECUTED BY THEIR DULY AUTHORIZED REPSENTATIVES THIS 24 DAY OF October, **2017**.

CROMWELL BOARD OF EDUCATION	MUNICIPAL EMPLOYEES UNION INDEPENDENT
By:	**By:**
MIKE CAMILLERI	Sandra L. Shaw
Printed Name:	Printed Name:
Signature:	Signature:
Date: 10/24/17	Date: 10/25/17

APPENDIX A

Starting Wage Rates

	2017-18	2018-19	2019-20
Food Service Worker/Substitute	$11.84	$12.08	$12.32
Cashier/Cook	$14.02	$14.30	$14.58
Cook/Manager	$18.22	$18.59	$18.96

Effective July 1, 2017, each employee shall receive a general wage increase of 2.00% for the 2017-2018 work year.

Effective July 1, 2018, each employee shall receive a general wage increase of 2.00% for the 2018-2019 work year.

Effective July 1, 2019, each employee shall receive a general wage increase of 2.00% for the 2019-2020 work year.