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Re: City of Waterbury and SEIU AFL-CIO, Local 760 (Food Service Workers, Lunchroom Aides, Library Pages and Office Aides Bargaining Unit)

Waterbury Financial Planning and Assistance Board
Interest Arbitration Case No. 0203-06

Gentlemen:

I hereby transmit herewith the final contract awarded by the Waterbury Financial Planning and Assistance Board regarding the above-referenced bargaining unit on August 7, 2003. The Board thanks you for your efforts to revise the final contract document.

Kindly contact me if you should have any questions.

Very truly yours,

Richard F. Vitarelli

RFV/ctw:1120278

Enclosures
cc: Waterbury Financial Planning and Assistance Board Members and Staff

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AGREEMENT

-between-

THE CITY OF WATERBURY

AND

LOCAL 760
SERVICE EMPLOYEES INTERNATIONAL UNION AFL-CIO

FOOD SERVICE WORKERS, LUNCHROOM AIDES,
LIBRARY PAGES AND OFFICE AIDES BARGAINING UNIT

JULY 1, 2001 through JUNE 30, 2005

WATERBURY FINANCIAL PLANNI
NG AND ASSISTANCE BOARD
INTEREST ARBITRATION CASE NUMBER 0203-06

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ARTICLE I
RECOGNITION

The City of Waterbury, hereinafter the "City," recognizes CSEA, Inc./SEIU-AFL-CIO, Local 760, hereinafter the "Union," as the sole and exclusive agent for the purpose of collective bargaining on matters of wages, hours of employment and other conditions of employment for all school lunchroom aides and school food service workers employed by the City of Waterbury who work less than twenty (20) hours per week, per case no. ME-11,739, certified by the Connecticut State Board of Labor Relations, for all part-time school library pages per the Recognition Agreement executed by the parties on October 5, 1989 and for all part-time school office aides per the Recognition Agreement executed by the parties on March 29, 1994.

ARTICLE II
NO DISCRIMINATION

There shall be no discrimination, coercion or intimidation of any kind against any employee of the City for any reason whatsoever, including marital status, disability, age, gender, race, creed, color, sexual orientation, religious belief or Association activity, either by the City or by the Union. This provision shall not be subject to the grievance procedure of Article III.

ARTICLE III - GRIEVANCE PROCEDURE

A. PURPOSE

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems that may arise affecting the welfare or working conditions of employees as expressed in this Agreement. Both parties agree that proceedings shall be kept as confidential as is appropriate.

B. DEFINITIONS

1. "Grievance" shall mean a claim of an employee that there has been a misinterpretation or misapplication of the specific terms of this Agreement.
2. "Employee shall mean any member of the bargaining unit who has completed his/her probationary period.
3. "Party" shall mean either the City or the Union.
4. "Days" shall mean working days.

C. PROCEDURE

1. Level One

a. Disciplinary Grievance. If a grievance arises concerning a disciplinary matter, either the aggrieved employee or the Union must present the grievance in writing to the Food Service Director (if the employee is a lunch room aide or a food service worker) or to the Principal of the School to which said worker is assigned (if the employee is a library page or office aide), within five (5) days of the occurrence giving rise to the grievance. The written response of the Food Service Director or Principal, as the case may be, shall be due within five (5) days subsequent to the receipt of said written grievance from the employee.

b. Non Disciplinary Grievance. If a grievance arises concerning a non disciplinary matter, either the aggrieved employee or the Union must present the grievance in writing to the Director of Personnel within five (5) days of the occurrence giving rise to the grievance. The written response of the Director of Personnel shall be due within ten (10) days subsequent to the receipt of said written grievance from the employee.

2. Level Two

If not satisfied with the disposition of Level One disciplinary grievance, either the aggrieved employee or the Union must present the grievance in writing to the Director of Personnel within five (5) days of the day on which the Food Service Director's or Principal's decision was due or rendered at Level One. A meeting with the Director of Personnel or his/her designee shall be scheduled to occur within five (5) days of written presentation of the grievance to the Director of Personnel. The Director of Personnel's decision shall be due within seven (7) days after the meeting.

3. Level Three

If not satisfied with the disposition of a Level One non disciplinary grievance or a Level Two grievance, either the aggrieved employee or the Union may file for mediation at the State Board of Mediation and Arbitration. The request for mediate services must be made within ten (10) days after the decision of the Director of Personnel was due or rendered.

4. Level Four

a. In the event of no resolution at mediation, either party may submit the dispute to arbitration at the State Board of Mediation and Arbitration. Such submittal must be made within ten (10) days after the mediation meeting at Level Three. Either party may elect to submit the dispute to the American Arbitration Association; however, the party that makes such election shall pay entire cost of proceeding except attorney or like fees of other party.

b. The arbitrator may only hear and decide grievances based upon an alleged misapplication or misinterpretation of the specific terms of this Agreement. The decision of the City shall be final on all other matters. The arbitrator shall hear and decide only one grievance in each case. He/she shall be bound by and must comply with all of the terms of this Agreement. He/she shall have no power to add to, delete from, or modify in any way, any of the provision of this Agreement. Except as provided in Section 4.a. above, the cost of arbitration shall be borne equally by the parties.

D. MISCELLANEOUS

1. Employees and their representative shall not suffer any loss of pay when involved in the processing of grievances.
2. Copies of all documents, communications, and records dealing with the process of a grievance shall be filed separately from the personnel files of the participants.
3. Grievances shall be considered waived unless submitted within five (5) days of the date the grievant knew or should have known of the event or action upon which the grievance is based.
4. Unless expressly limited by a specific section of this Agreement, all rights, powers and

authority of the City of Waterbury, including but not limited to, full control over the policies, practices, procedures, and regulations with regard to employees of the City, shall remain vested solely and exclusively in the City.

5. No reprisals of any kind shall be taken by either party or by a member of the City of Waterbury administration or the Union or any member against any participant in the grievance procedure by reason of such participation.

ARTICLE IV
WORK CATEGORIES

All part-time employees who come under the Agreement will be assigned to one of the following work categories: Food Service Worker, Lunchroom Aide, Library Page, or Office Aide.

ARTICLE V
EMPLOYEE REVIEW OF OFFICIAL PERSONNEL FOLDERS

Employees desiring to review their official personnel file will be permitted to do so by making an appointment through their immediate supervisor.

ARTICLE VI
NO STRIKE

Neither the Union nor any of the employees in the bargaining unit shall call, authorize, instigate, sanction, condone, or participate in any strike, slowdown, work stoppage, refusal to render services or any action against the City which would impede the proper functioning of the school system at any time, nor shall there be any lockout by the City in any part of the City's operation.

ARTICLE VII
FUNERAL/BEREAVEMENT LEAVE

In each instance encountered, each employee shall be granted leave without loss of pay, to be called Funeral Leave, in the event of a death in his/her immediate family. Such leave shall not exceed three (3) working days during the period commencing with the date of the death and ending with the date of funeral, plus any actual and necessary travel time to attend the funeral. For the purpose of this section, the phrase "immediate family" shall include the following: spouse, child, mother, father, sister, brother, grandfather, grandmother, grandchildren, mother-in-law, father-in-law, brother-in-law, and sister-in-law.

Such absence shall not be cumulative from year to year.

ARTICLE VIII
PROBATIONARY PERIOD

Any employee hired for a position covered by this Agreement shall serve a probationary period of six (6) continuous months, in pay status, in a period of six and one-half (6½) consecutive months. During the probationary period, the employee shall have no seniority entitlement as prescribed in Article XV hereof and shall have no right or recourse to the Grievance procedure as prescribed in Article III hereof. Such employee, upon successful

completion of the said probationary period shall acquire seniority back to his/her original date of hire.

ARTICLE IX
JURY DUTY

The City shall comply with the applicable law regarding jury duty.

ARTICLE X
HOLIDAYS

Employees shall be eligible for eight (8) paid holidays: Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, Presidents' Day, and Memorial Day provided the employee has worked the scheduled work day before and after the holiday.

ARTICLE XI
DISPLAY OF UNION MATERIAL

The City shall provide a space in each school cafeteria and library for the display of Union material.

ARTICLE XII
UNION MEETINGS

The Union may call a meeting in each school whenever necessary, providing employees do not leave their work stations until the end of the work day and provided that doing so results in no costs to the City.

ARTICLE XIII
AGENCY FEE AND DUES CHECK OFF

Section 1. During the life of this Agreement, an employee retains the freedom of choice whether or not to become or remain a member of the Union.

Section 2. Union dues shall be deducted by the Employer from the paycheck of each employee who signs and remits to the Employer an authorization form. Such deduction shall be discontinued upon written request of an employee thirty (30) days in advance.

Section 3. Any employee who, within thirty (30) days after initial employment in the bargaining unit covered by this Agreement, fails to become a member of the Union or any employee whose Union membership is terminated for any reason or any employee who resigns from Union membership shall be required to pay an agency service fee under Section Four.

Section 4. The Employer shall deduct the agency service fee from the paycheck of each employee who is required to pay such fee as a condition of employment each month toward the cost of the administering and negotiating of this Agreement and servicing of grievance provision. Objections to this section by any non-association employee may be made in writing to CSEA, Inc./SEIU, Local 760, AFL-CIO for review.

Section 5. The amount of dues or agency service fee deducted under this Article, together with a list of employees, shall be remitted to CSEA, Inc./Local 760, SEIU, AFL-CIO within a

week after the payroll period in which such deduction is made together with a list of employees for whom any such deduction is made.

Section 6. The Union shall indemnify the Employer for any liability or damages incurred by the Employer in compliance with this Article.

ARTICLE XIV
LAYOFFS AND SENIORITY

Section 1. In the event that layoffs become necessary, the employee with the least seniority in a work category shall be laid off first within a work category. When employees are to be recalled, the first to be recalled shall be those last off. If the City intends to lay off any employee, a one (1) week notice of termination shall be given to said employee.

Section 2. Laid-off employees shall have recall rights within their professional capabilities for a period of eighteen (18) months from the day of lay-off. An employee who refuses shall lose all further recall rights.

Section 3. For the purposes of this Article, seniority shall be defined as an employee's continuous length of service with the City from said employee's most recent date of hire.

Section 4. Employees on lay-off shall receive no benefits during the period of lay off and shall have no rights with respect to re-employment once their recall rights expire.

ARTICLE XV
RIGHTS AND RESPONSIBILITIES OF THE CITY

Section 1. Except as otherwise limited by an express provision of this Agreement, the City reserves and retains, whether exercised or not, all lawful and customary rights, powers and prerogatives of public management. Such rights include, but are not limited to, the following:

(a) the right to prescribe and enforce reasonable work rules provided such rules are made known in a reasonable manner to the employees affected by them;

(b) the right to assign work to employees, including the right to assign incidental duties that may not be specifically enumerated in an employee's job specification;

(c) the right to create job descriptions and revise existing job descriptions as deemed necessary;

(d) the right to determine work schedules including the right to change the regular workweek, the length of the regular workday, the hours of work, the beginning and ending time of each shift or assignment and the number of shifts to be utilized;

(e) the right to establish the methods and processes by which work is performed, including the right to select and to determine the number and types of employees required to perform operations;

(f) the right to maintain discipline and efficiency;

(g) the right to lay off or otherwise relieve employees from duty for lack of work or other legitimate reasons;

(h) the right to discontinue services, positions, operations or programs in whole or in part; and

(i) the right to transfer or subcontract, in whole or in part, work performed by the bargaining unit if, in the sole judgment of the City, it can be done more economically, effectively or expeditiously as a result of such action.

Section 2. In the event the City decides to exercise its right to subcontract bargaining unit work, the City shall require in its request for proposals or bids on such work that the contractor:

(a) offer available work to bargaining employees who are qualified to perform the work;

(b) recognize and bargain with the Union over the terms and conditions of employment for bargaining unit employees who are hired;

(c) pending completion of negotiations with the Union offer to bargaining unit employees hired a package of wages and benefits (other than pension benefits) that is comparable as a whole to that provided by the City prior to the subcontracting.

Section 3. On and after July 1, 2004, this provision may be reopened in the event that its provisions have impeded the City's management right to subcontract work as provided above. If the parties cannot reach agreement, the dispute shall be subject to interest arbitration.

ARTICLE XVI
JUST CAUSE

No employee in the bargaining unit shall be disciplined except for just cause.

ARTICLE XVII
PRESERVATION OF RIGHTS

Section 1. The parties recognize that the City retains all rights it had prior to the signing of this Agreement, except as such rights, whether exercised or not, have been specifically relinquished or abridged by this Agreement.

Section 2. The parties further recognize that if any provision of this Agreement is contrary to a specific practice existing prior to the date of execution of this Agreement, then the provision of this Agreement shall prevail.

Section 3. This Agreement represents the complete and full understanding of the parties with respect to rates of pay, wages, hours of employment and other conditions of employment which shall prevail during the term hereof and any matters or subjects not herein covered have been satisfactorily adjusted, compromised or waived by the parties for the life of this Agreement.

ARTICLE XVIII
UNPAID LEAVE

An employee may request from the City of Waterbury an extended leave without pay for any purpose, including child rearing and illnesses, injuries or disabilities, provided such request must be in writing and be submitted two weeks prior to commencement of such leave. The employee's written request for such leave must also include the proposed duration thereof.

Such leave may be granted for a period not to exceed thirty (30) calendar days. The employee shall have no right to return prior to, or to extend, the duration of this leave; provided, however, that unpaid leave may be extended at the discretion of the City of Waterbury if the employee submits a request for extension in writing prior to the end of the initial unpaid leave period.

a. An employee returning from an unpaid leave of no more than thirty (30) calendar days shall be reinstated to his/her position held at the commencement of said unpaid leave.

b. An employee returning from an unpaid leave in excess of thirty (30)days may be reinstated to his/her position held at the commencement of said unpaid leave or, if no vacancy, or opening exists in that position, to the first equivalent vacant position for which the employee is qualified.

ARTICLE XIX
UNIFORM CLOTHING ALLOWANCE

All Food Service Workers shall receive a twenty-five ($25.00) Dollar uniform clothing allowance payable annually at the commencement of the school year.

ARTICLE XX
MILEAGE

Section 1. Employees shall receive twenty and one-half cents ($.205) per mile for the use of their personal automobile when engaged in school or city business and written prior authorization has been granted.

Section 2. Each employee who is reimbursed for auto usage shall transmit to the Comptrollers Office a copy of the Certificate of Insurance covering his/her private auto indicating amounts of coverage for bodily injury in the amounts of at least $100,000.00 per person, and $300,000.00 per occurrence, and property damage liability in amounts of at least $20,000.00 per occurrence, or a combined single limit of $300,000.00. The City of Waterbury shall be listed as an additional insured on said liability insurance. Failure of the employee to transmit said Certificate to the Comptrollers Office shall be grounds to terminate authorization to utilize private auto and any prior reimbursement claimed.

ARTICLE XXI
HOURS OF WORK

Section 1. Hours of work shall be determined by the City in its sole discretion consistent with operational requirements and the interests of the school system.

Section 2. The City shall have absolute right to reduce the hours of work of bargaining unit employees except that when such reduction is to occur, the City agrees to reduce first the hours of any probationary employee in the school where the reduction of hours is being made.

Section 3. The normal work year shall generally coincide with the school year with the possibility of additional days to be scheduled at the discretion of the City or its designee.

Section 4. The City shall determine when overtime shall be worked and employees shall be paid time and one-half for all hours worked in excess of forty (40) per work week. All overtime must be specifically approved in advance by the employee's Supervisor.

Section 5. The City will notify the employees to be affected by a reduction in hours at least one (1) week in advance, in writing, with a copy to the President of the Chapter. This paragraph does not apply to delayed openings or canceling of school due to inclement weather conditions.

ARTICLE XXII
WAGES

Section 1. Lump sum bonuses shall be paid to incumbent employee in the bargaining unit according to the following schedule:

a. As soon as practicable following September 1, 2003, the City shall pay to each regular bargaining unit member, who has completed the probationary period as of August 7, 2003 and who is actively employed on September 1, 2003, a one-time, lump-sum bonus in the amount of five percent (5%) of the employee's W-2 earnings between July 1, 2001 and June 30, 2003.

b. Bonus payment shall not be included in the employee's base rate.

Section 2. Wages for incumbent employee in the bargaining unit shall be increased according to the following schedule:

a. Effective July 1, 2003, the base annual salary for all members of the bargaining unit shall be adjusted by general wage increase of 2.5%.

b. Effective July 1, 2004, the base annual salary for all members of the bargaining unit shall be adjusted by an additional general wage increase of 2.5%.

Section 3. The employer retains the right to pay employees on a biweekly basis. If the Employer decides to implement a system of biweekly paychecks, the Employer shall provide the Union with written notice of such change not less than sixty (60) calendar days prior to the effective date of the change.

ARTICLE XXIII
SAVINGS CLAUSE

In the event that any Article, Section or Portion of this Agreement is declared invalid by agreement, statute, or legal process, then such specific article, section, or portion specified to be invalid shall be deleted. However, the remainder of this Agreement shall remain effective.

ARTICLE XXIV
DURATION

Section 1. The terms of this Agreement shall be effective as of August 7, 2003, unless otherwise specified in this Agreement and shall continue and remain in full force and effect to and including the 30th day of June, 2005.

Section 2. If either the City or the Union desire to meet for the purpose of negotiating changes or modifications in the provisions of this Agreement, either shall give written notice of such desire to the other by certified or registered mail not less than one hundred twenty (120) days prior to the expiration of this Agreement.

APPENDIX A
SALARY SCHEDULE

HOURLY RATES AS OF JUNE 30, 2003

Position	Starting Rate	After Completion of Probationary Period
Lunchroom Aide	$6.87	$7.46
Food Service Worker	9.34	10.19
Library Page	7.58	8.17
Office Aide	6.87	7.46

EFFECTIVE JULY 1, 2003 – 2.5% GWI

Position	Starting Rate	After Completion of Probationary Period
Lunchroom Aide	$7.04	$7.65
Food Service Worker	9.57	10.44
Library Page	7.77	8.37
Office Aide	7.04	7.65

EFFECTIVE JULY 1, 2004 – 2.5% GWI

Position	Starting Rate	After Completion of Probationary Period
Lunchroom Aide	$7.22	$7.84
Food Service Worker	9.81	10.70
Library Page	7.96	8.58
Office Aide	7.22	7.84

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