

TENTATIVE AGREEMENT

December 9, 2013

The City of New Haven ("City") and Local 217, Unite Here ("Union") hereby agree that this document reflects the agreed upon language for the successor collective bargaining agreement effective July 1, 2010 – June 30, 2016.

The New Haven Public Schools Food Program, including leadership, food service workers, managers, drivers, fiscal workers and support staff, are collectively committed to providing appetizing, healthy, and affordable meals that support NHPS students in learning and growing.

1. The parties agree to two CBAs that will be approved by the Board and ratified by the Union;
CBA #1 7/1/2010-6/30/13
CBA #2 7/1/2013-6/30/2016.
2. The parties agree to Unite Here Health Care Plan for active employees, effective February 1, 2014 (or as soon as possible). Employees shall be responsible for 10% of the Premium cost and the Board of Education shall be responsible for 90% of the Premium cost of such health care. Employees who elect the available vision and/or dental benefits through the City plan shall be responsible for paying twelve percent (12%) of the cost, based on the fully insured equivalent rate of the single, couple or family plan selected.
3. Retiree Medical Benefits for employees hired after the implementation of this collective bargaining agreement shall be as follows:
 - Employees must have 25 years of service and meet the Rule of 80 in order to be eligible for retiree medical benefits for the employee only under regular retirement;
 - Retirees and/or spouses if applicable are covered under the same plans as active employees at the following cost shares:

Effective Date	Lumenos	CP Comp Mix	BC POE	CP POS
Upon Implementation	9%	15.25%	19.25%	21.25%
July 1, 2014	10%	16.25%	20.25%	22.25%
July 1, 2015	11%	17.25%	21.25%	23.25%
July 1, 2016	12%	18.25%	22.25%	24.25%

4. The new contract includes updated job descriptions which are designed to increase flexibility and efficiency while also creating meaningful professional development, cross training and upward mobility potential within the organization. With the resolution of the contract, the parties will set about to perform a good faith bidding protocol in order to shift to the new positions and staffing model effective January 1, 2014. Through the new protocol, the Board will proactively reset the staffing levels in an effort to both fill needed vacancies and eliminate or reassign unneeded vacancies. The result will be a

design which will allow for more flexible and cost effective production designed to maximize existing technology, infrastructure and human capital while also allowing for creativity and pilot experiments designed to increase customer satisfaction and sustainability of the program. The parties agree that incumbent staff must meet the qualifications for the positions that they desire to bid into. The parties will work collaboratively to fill positions with qualified candidates in a manner which does not disrupt current operations wherever practicable. Employees currently serving in the capacity of Cook or Assistant Cook shall be pre-qualified for the Lead Position. In addition, employees who meet the qualification standards and who are currently considered by Management, in consultation with the Union, to be serving as a Lead worker in a Cafeteria shall also be pre-qualified. The process of pre-qualification by Management will include informational sessions with the workers where the job descriptions and roles and responsibilities will be reviewed with employees with Union presence at such sessions. If any locations do not have an incumbent staff member who is pre-qualified for the Lead Position then such positions will be bid in January 2014 with priority given to Cooks by seniority, then Assistant Cooks by Seniority and then General Workers by seniority who have been pre-qualified by Management to bid into such positions. The parties further agree to hold another bid, as needed, 60 days after the new staffing design is implemented in order to allow any positions that become vacant to be filled. The parties understand and agree that the process defined herein is unique from the regular bidding process and shall not create a precedent or practice rather it is designed to accomplish the agreed upon revised staffing structure efficiently and responsibly. Once the bids defined herein have taken place the regular bidding procedure under the governing contractual process will apply to all future bids. All pre-qualification decisions shall be made by Management with consultation of the Union prior to the bid. In the event that there are no Lead Positions available for incumbent Assistant Cook positions to bid into, such employees shall be assigned by Management and shall retain their title and pay (plus whatever GWI is applicable) through no later than December 31, 2014 at which time the title shall be officially retired. Such employees must take the next available Lead position or Central Kitchen Cook position that becomes vacant until such time as the title is fully vacated and then it shall be retired on December 31, 2014 or prior should the position become vacated.

5. The parties agree that current employees receive a 3% wage increase effective retroactive to July 1, 2013. Effective January 1, 2014 the new organizational structure shall be implemented with the following salaries, to be increased by 3% effective 7/1/14, by 2% effective 7/1/15.

Classification	6/30/2010 rate of pay	3% retro to 7/1/13	New Rate
General Worker	16.44	.493	16.93
Asst Cook	17.85	.535	18.39
Cook	19.16	.57	19.73
Lead Cook	21.41	.64	22.05

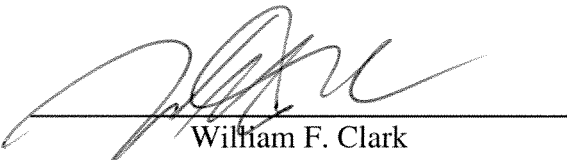
Classification	1/1/14 rate	7/1/14 - 3%	New rate	7/1/15 – 2%	New rate
General Worker	16.93	.51	17.44	.35	17.79
Cook/Lead	19.73	.59	20.32	.41	20.73
Central Kitchen Cook	19.73	.59	20.32	.41	20.73
Lead Cook	22.05	.66	22.71	.44	23.15

6. The parties recognize that their collaboration and good faith dialogue can only make the program better and build on many of the positive foundational elements in place. The parties commit to meeting on a regular basis to both accomplish the work outlined herein but also to openly review and discuss training, operations, staffing and production methods. The parties understand the role of management rights and the needs to be mindful of cost effective and sustainable planning.
7. All other proposals by either party not referenced herein are hereby withdrawn. The parties agree that the attached redlined Collective Bargaining Agreement, which is their agreed upon language document, contains the above provisions as well as all other tentative agreements reached during negotiations. Such document shall be signed as a memorandum of understanding and submitted to the Board of Education for approval.

In Witness whereof, the parties have caused their names to be signed on this 9th day of December 2013.


New Haven Board of Education

By:


William F. Clark
Chief Operating Officer

Local 217, Unite Here

By:

 12/12/13
Connie Holt
Organizer

**Memorandum of Understanding on a
Food Service Pilot Program
Between
THE NEW HAVEN BOARD OF EDUCATION
AND
LOCAL 217 UNITE HERE**

A Pilot Program

Vision:

The New Haven Board of Education (the BOE) and Local 217, and the City share a mutual desire to enhance healthy, appetizing and affordable food for the children of New Haven.

Therefore, we commit to serve appetizing, healthy, and affordable meals prepared and served with dignity by the New Haven public school cafeteria workers. To this end, the BOE and Local 217 will create a labor/management partnership to oversee and support support the design, implementation, and oversight of a pilot program during the term of the parties' Collective Bargaining Agreement that that pursues cooking as a means to more healthy, appetizing, and affordable meals while remaining substantially cost neutral to the Food Service Department, BOE, and City.

To support this vision and provide a forum for collective analysis and discussion, the parties commit to form a working group. The working group will present a proposal to the Food Service Director and the Board of Education for a Pilot Program in the 2013-14 academic year, and to launch and manage Phase I of implementation in 2014-15, and refine the pilot as needed for 2015-16. Local 217's proposal, below, will be taken as a starting point for discussion, recognizing that the starting point (including the sites, the design, and other elements) will be modified, adjusted and changed by the working group, based on analysis and planning, definition of terms, evaluation of facility capability, availability of partners, capacity of staff, and any other factors that could impact the success of the pilot or its relative cost-neutrality.

The working group will consist of three representatives from the Union, three representatives from the food service management team and the BOE, one alderperson selected by the President of the Board, and one representative from the City, selected by the Mayor. The working group will seek research and funding assistance through advisory outreach to the New Haven Food Policy Council, Yale's Rudd Center, CitySeed, UNITE HERE Local 35, Yale University, and other relevant organizations.

The partnership and the associated pilot is not intended or designed to abrogate management or union rights, either in general or in specific. Instead, each side reserves its management and labor rights respectively, but commits to the collaborative discussions necessary to design, implement, and monitor the pilot. The following proposal pilot program from 217 will serve as a starting point for the working group in planning discussions and program design:

Goals of the Pilot Program:

Appetizing & Healthy: To create a pilot program that strives toward and experiments with the production of appetizing, healthy, and affordable meals for students through cooking that emphasizes fresh, whole foods.

Affordable: To run the pilot, as an experiment with full-scale production, that is affordable and therefore financially sustainable. This includes ensuring that the pilot program is substantially cost neutral to the BOE and to the City. In addition, the pilot will strive to maximize core economic indicators of food service affordability, including increasing income by improving participation rates and revenue in both universal free schools and non-universal free high schools; decreasing food costs; seeking outside support and funding from the government, and other relevant outside organizations, such as Yale University; and evaluating and improving the collection of lost revenue from students ineligible for free lunch participating in the universal free meal program.

Sustainable: To evaluate and expand the use of whole foods from local and regional sources in New Haven's Food Service Program, and to develop educational modules for workers and students about these products that support both consumption and wellness.

Training: QFO training shall be offered free of charge to all employees, including those participating in the pilot, by spring 2014 at the latest. Additional culinary skills training for all workers at pilot program schools will be offered during the summer of 2014 provided resources are confirmed through the Committee.

Measures: The working group will decide on multiple metrics to assess the pilot program, consistent with the goals above. These metrics shall include both qualitative components (i.e. surveys of the school community: students, staff, teachers, admin, teachers) and quantitative components (i.e. cost, participation rate analysis, plate waste study) designed to measure progress on the goals and vision outlined above. The pilot must be substantially cost neutral, and the measures will align to the vision of healthy, appetizing, and affordable food production.

Mid-term evaluation: In January of 2015, the working group will convene to assess the current state of the pilot program and make recommendations for improving it through the end of Phase I.

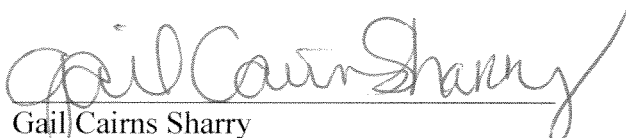
Pilot Continuation: Within thirty (30) days of the completion of Phase I and based on evaluations of its success, the working group will make recommendations for Phase II of the pilot program to be designed and implemented during the 2015-16 academic school year. Following the assessment of Phase II by the working group, Local 217, the BOE, and the City will engage in good faith discussions regarding the design and implementation of the appropriate next steps.


Initial Proposal for Phase I to be taken as a starting point design by the Working Group; recognizing per the above, that the starting point (including the sites, the design, and other elements) may be modified, adjusted and changed by the working group during planning, implementation, and oversight:

- a. One high school (suggested site: Hillhouse or Career) will pilot a cooking program based on research of other successful high school operations around the country, surveys of the school community (student, teachers, administrators), and outreach to educate the school community about the program.
- b. One current K-8 production kitchen (suggested site: Troup school) will pilot a cooking operation and have the added responsibility of producing a "kit" that will be sent to three warming kitchens in the vicinity of Yale University (suggested sites: Wexler grant, Celentano, and Conte-West) allowing them to prepare fresh meals conveniently with the items provided. This will test the use of kits in the satellite kitchens. If successful, the kit model can be expanded for use at the Central Kitchen.


Three warming kitchens (suggested sites: Wexler Grant, Celentano, and Conte-West) will prepare fresh meal daily by using the kit provided by the production kitchen at Troup.

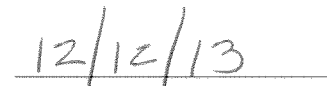
For the New Haven Board of Education


Gail Cairns Sharry
Food Service Director, NHPS


Date

For the Union


Connie Holt
Organizer, Local 217 UNITE HERE


Date

**TERM SHEET FOR
COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE NEW HAVEN BOARD OF EDUCATION
AND
LOCAL 217 – FOOD SERVICES**

This term sheet is intended to summarize the negotiated changes to the agreement negotiated between The New Haven Public Schools and Local 217.

Vision:

The New Haven Public Schools Food Program, including leadership, food service workers, managers, drivers, fiscal workers and support staff, are collectively committed to providing appetizing, healthy, and affordable meals that support NHPS students in learning and growing.

Job Description and Efficiency:

1. The new contract includes updated job descriptions which are designed to increase flexibility and efficiency while also creating meaningful professional development, cross training and upward mobility potential within the organization. With the resolution of the contract, the parties will set about to perform a good faith bidding protocol in order to shift to the new positions and staffing model effective January 1, 2014. Through the new protocol, the Board will proactively reset the staffing levels in an effort to both fill needed vacancies and eliminate or reassign unneeded vacancies. The result will be a design which will allow for more flexible and cost effective production designed to maximize existing technology, infrastructure and human capital while also allowing for creativity and pilot experiments designed to increase customer satisfaction and sustainability of the program. The parties agree that incumbent staff must meet the qualifications for the positions that they desire to bid into. The parties will work collaboratively to fill positions with qualified candidates in a manner which does not disrupt current operations wherever practicable. Employees currently serving in the capacity of Cook or Assistant Cook shall be pre-qualified for the Lead Position. In addition, employees who meet the qualification standards and who are currently considered by Management, in consultation with the Union, to be serving as a Lead worker in a Cafeteria shall also be pre-qualified. The process of pre-qualification by Management will include informational sessions with the workers where the job descriptions and roles and responsibilities will be reviewed with employees with Union presence at such sessions. If any locations do not have an incumbent staff member who is pre-qualified for the Lead Position then such positions will be bid with priority given to Cooks by seniority, then Assistant Cooks by Seniority and then General Workers by seniority who have been pre-qualified by Management to bid into such positions. All pre-

qualification decisions shall be made by Management with consultation of the Union prior to the bid. In the event that there are no Lead Positions available for incumbent Assistant Cook positions to bid into, such employees shall be assigned by Management and shall retain their title and pay (plus whatever GWI is applicable) through no later than December 31, 2014 at which time the title shall be officially retired. Such employees must take the next available Lead position or Central Kitchen Cook position that becomes vacant until such time as the title is fully vacated and then it shall be retired on December 31, 2014 or prior should the position become vacated. Assistant Cook shall be a position that is required to be filled through bumping or any other means due to the temporary absence of an Assistant Cook.

Although the cook and assistant cook titles will remain in the contract, the parties understand that the adjustment to job descriptions and current site planning assumes that these positions are phased out of school sites through the bidding process defined herein. The parties agree to the joint goal of transitioning to the new staffing plan and protecting compensation levels of current staff.

Wages:

The parties agree that current employees receive a 3% wage increase effective retroactive to July 1, 2013. Effective January 1, 2014 the newly organized staffing model shall be implemented and thereafter, employees shall receive a 3% wage increase effective 7/1/14, a 2% wage increase effective 7/1/15.

Medical:

Effective February 1, 2014, the medical benefits for active employees will shift from the City medical coverage to the UNITE HERE plan. Over the months of December and January the parties will engage in an open enrollment designed to transfer benefits to the UNITE HERE plan effective February 1, 2014 (or as soon as possible). Cost sharing contributions towards the premium are included in the settlement as is the ability for eligible retirees to return to the City plan coverage consistent with agreed upon cost sharing rates and terms. The Board of Education and the City specifically recognize the good faith efforts by the Union to propose this medical plan which will retain excellent coverage for the Union members while helping the City and Board of Education proactively manage the spiraling costs of health coverage. Through the transition of active medical to the Unite HERE plan the City is expected to save expenses related to the current self-insured utilization history which will offset the Premium cost paid by the City and thereby save the Food Services Department from making payments related to active medical benefits.

Pension:

In recognition of the good faith adjustments in staffing plan design, the medical benefit plan alterations and in further consideration of the complete settlement of this agreement that parties agree that the current pension benefits shall remain status quo for the term of this contract. The Board recommends adding the pension addendum as an appendix to the contract for member reference.

Labor Management Collaboration:

The parties recognize that their collaboration and good faith dialogue can only make the program better and build on many of the positive foundational elements in place. The parties commit to meeting on regular basis to both accomplish the work outlined herein but also to openly review and discuss training, operations, staffing and production methods. The parties understand the role of management rights and the needs to be mindful of cost effective and sustainable planning.