

**Master Agreement**

**Between**

**Rochester Federation of Teachers  
Food Service Chapter, Local 3607**

**And the**

**Rochester School Board**

**July 1, 2016**

**to**

**June 30, 2019**

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## **Preamble**

This Agreement entered into by the Rochester School Board, Rochester, New Hampshire, hereinafter referred to as the Board, and Local 3607 of the Rochester Federation of Teachers, Food Service Chapter, AFT-NH, AFT Local 3607, AFL-CIO, hereinafter referred to as the Federation.

### **Article I - Recognition**

1. The Rochester School Board recognizes the Rochester Federation of Teachers, AFT Local 3607 as the sole and exclusive collective bargaining representative of the following job classifications: cook manager, driver, coordinator, second cook, cashier/helper, grill cook, permanent substitute, snack bar, cafeteria/helper and baker/pastry. Excluded as supervisory are the Director of Food Service and the Assistant Director of Food Service. Excluded as confidential is the bookkeeper.
2. Any bargaining unit member who wishes to have Federation dues deducted from his/her pay shall notify the Superintendent in writing on the forms provided by the Federation and attached hereto as *Appendix A*, the language of which is incorporated by reference herein.

### **Article II – Duration**

1. This Agreement and the provisions herein shall become effective on 12:01 a.m. on July 1, 2016 and shall continue in effect until 12 o'clock midnight on June 30, 2019. No cost item shall be retroactive unless it is expressly stated as retroactive and approved as such by the School Board and City Council.
2. The parties agree that cost items (i.e. Wages, Benefits, Workers' Compensation, F.I.C.A. and New Hampshire Retirement) in this agreement shall be submitted to the Rochester City Council. This agreement shall be null and void unless the Rochester City Council approves the cost items therein.

### **Article III - Non-Discrimination**

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, marital status, sexual orientation, race, color, creed, national origin, disability, political affiliation or union membership.

### **Article IV - Resolution of Differences**

The Federation and the Board agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Federation in consideration of the value of this agreement and its terms and conditions will not engage in, instigate or condone any strike, work stoppage or any concerted refusal to perform work duties on the part of any employee covered by this Agreement for the duration of this Agreement.

### **Article V - Management Rights**

The Federation recognizes the following responsibilities, rights, authority, and duties of the Board, except as they are modified by provisions of this Agreement. The Board hereby retains and reserves unto itself, without limitations, all power, rights, authority, duties and responsibilities conferred upon and vested in it by the Law and Constitution of the State of New Hampshire:

1. To the executive management and administrative control of the School System and its properties and facilities;
2. To hire, promote, transfer, assign and retain employees in positions with the Rochester School System and to warn, suspend, demote, discharge, or take other disciplinary action against employees; and to relieve employees from duty because of lack of work or other legitimate reasons.
3. To determine the functions, programs, and methods of the School System, including the use of technology, the School System's organizational structure, and the selection, direction and number of its personnel.
4. To delegate to a food service management company the authority to assign, transfer, schedule, direct, supervise, evaluate and discipline members of this bargaining unit and enforce working hours, standards and rules, subject

to the right of bargaining unit members to utilize Levels 2, 3 and 4 of the grievance procedure as described in Article XXV.

## **Article VI - Definitions**

***Part-time:*** Fewer than 30 hours per week.

***Full-time:*** 30 hours or more per week.

## **Article VII - Paid Days**

Full and part-time employees including the permanent substitute are entitled to be paid for the following days, and such other days if the employee's regular schedule includes the work day before and the work day after the holiday, and such other days as may be designated by the School Board from time to time:

New Year's Day

Martin Luther King Day

Memorial Day

Labor Day

\*Columbus Day (Floating Holiday)

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas

\*If required to work on Columbus Day, the holiday will be credited to employees on the day before Thanksgiving unless school is in session on that day.

## **Article VIII - Sick Leave and FMLA**

1. Each individual shall be entitled to six (6) sick days per year effective July 1, 2007, seven (7) sick days effective July 1, 2008, and eight (8) sick days effective July 1, 2009 with the right to accumulate this sick leave to a maximum of seventy-five (75) days. Employees who work at the Magnet School shall receive one (1) additional sick day per year.
2. Up to three (3) days of the above sick days per school year may be used by an employee for the purpose of caring for a sick family member. Additional days may be approved by the Superintendent.
3. Unpaid leave(s) of absence shall be granted to any covered employee who qualifies under the provisions of the Family and Medical Leave Act of 1993. A physician's signed statement of approval to return to work will be

required for any employee who has been absent because of his/her own illness for more than three days under this provision. Paid leave taken for an FMLA purpose shall run concurrently with an employee's FMLA leave.

4. Employees who do not qualify for FMLA leave and who have completed the initial probationary period are eligible to receive a leave of absence for the extended illness of the employee, or the employee's spouse, children, mother, or father for a period of up to twelve (12) weeks or the amount of accrued leave available to the employee, whichever is greater. During the period of such leave, the employee shall be entitled to utilize all of the employee's accrued leave at the employee's discretion. Once the employee's accrued leave is exhausted, the leave shall be unpaid. The employee shall be entitled during this twelve (12) week period to all benefits provided by this agreement.

At the discretion of the Superintendent, an extended leave in excess of twelve (12) weeks or the employee's accrued leave, whichever is greater, and up to twelve (12) months may be granted. For employees not eligible for the District's medical insurance, upon exhaustion of the employee's paid sick leave or personal days, the employee is not eligible to receive any of the benefits contained in this Agreement but may continue to access insurance benefits at the employee's own expense. The employee shall not lose any seniority the employee has earned up to the date of the approved leave. The employee desiring to return from such extended leave shall be assigned to the next available vacancy for which the employee is qualified and be eligible for all benefits upon the employee's return to work.

#### **Article IX - Funeral Leave**

1. Five (5) work days for the death of spouse, domestic partner or child.
2. Three (3) workdays for the death of Father, Mother, Grandchild, Daughter-in-law, Son-in-law, Father-in-law, Mother-in-law, Sister, Brother, or Relative domiciled in the employee's household.
3. One (1) work day for the death of Grandmother, Grandfather, Aunt, Uncle, Niece, Nephew, Sister-in-law, Brother-in-law,.

4. Under extenuating circumstances as determined by the Superintendent, two (2) additional work days with pay may be granted under Sections 1, 2, or 3 with the written approval of the Superintendent.
5. Leave to attend the funeral of any individual not listed above shall be granted only at the discretion of the Superintendent of Schools and may be granted only one time per year per employee.

### **Article X - Personal Leave**

1. Each employee is eligible for up to two (2) non-accumulative days for leaves of absence with full pay each school year.
2. The days allowed will be for personal affairs provided that the leave will be taken for purposes which could not reasonably be accomplished on other than a school day. Said leave shall not be used to extend holidays except for extreme emergency situations.
3. Under extenuating circumstances as approved by the Superintendent, and at his/her sole discretion, one (1) additional workday with pay may be granted with the prior written approval of the Superintendent.

### **Article XI - Jury or Witness Leave**

An employee who is summoned and reports for jury duty, as prescribed by applicable law, shall be paid by the District an amount equal to the difference between the amount of wages the employee otherwise would have earned by working during straight-time hours for the District on that day and the daily jury duty fee paid by the court or agency (not including travel allowances or reimbursement or expenses), for each day on which he/she otherwise would have been scheduled to work for the District.

In order to receive payment, an employee must give the District prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that he/she reported for or performed jury duty on the days for which he/she claims such payment. The provisions of this section are not applicable to an employee who, without being summoned, volunteers for jury duty.

### **Article XII - Professional Leave**

With the prior approval of the Superintendent or his/her designee, covered employees may be approved for one (1) day leave of absence with full pay for attendance at workshops which are related to the employee's duties, and one (1) additional day for the purpose of obtaining or maintaining certification.

Except under extenuating circumstances, written application for professional leave shall be received in the Superintendent's Office seven (7) school days prior to such leave. The Superintendent may extend Staff Development leave upon a covered employee's request.

### **Article XIII - Maternity Leave and Parental Leave**

Maternity leave shall be treated as sick leave with the following conditions:

1. Sick leave shall be granted with a physician's statement that the covered employee is no longer able to conduct her administrative duties without damaging the health of the mother or child.
2. A temporary leave of absence, without pay, may be granted earlier than sick leave by mutual agreement of the individual covered employee and the Superintendent.
3. After delivery, sick leave may continue for up to six weeks or until such time as her physician states the mother is no longer ill and is able to resume her duties, or until accumulated sick leave has been exhausted, whichever occurs first.
4. Additional temporary leave, without pay, may be granted by mutual agreement of the individual covered employee and the Superintendent.
5. Two days shall be granted to either a mother or father to spend with a newly adopted child or to a father upon the delivery of his natural child. Compensation for such days will be made possible by charging these days to the employee's sick leave. If the employee does not have accumulated sick days, such leave will be granted without pay.

### **Article XIV - Extended Leaves of Absence**

1. Military leave without pay shall be granted to any employee who is inducted in any branch of the Armed Forces of the United States for the period of said induction and/or serving active duty.

2. Additional leave without pay may be granted to an employee for the purpose of caring for a sick member of the employee's family.
3. Other requests for leaves of absence for special reasons may be granted by the Board upon recommendation of the Superintendent of Schools.

### **Article XV - Mileage Allowance**

If an employee is requested to use his/her car in the course of employment, said employee will be reimbursed for the use of his/her car at the current State of New Hampshire rate.

### **Article XVI - Reimbursements**

1. The District will pay 100% of the costs of approved workshops up to a maximum of two hundred fifty dollars (\$250.00) per employee per school year for the purpose of obtaining or maintaining certification, and one hundred dollars (\$100.00) per employee per school year, for all other purposes to a maximum of \$2,000 for the year, on a first come, first served basis. Workshops shall be approved in advance by the Superintendent or designee. Reimbursement shall be made within 30 days of submission of a certificate of successful completion of the workshop.
2. If the approved workshop occurs on a scheduled work day for the employee or if the Board requires the employee to attend a workshop on a non-scheduled day, the employee will be paid his/her regular or overtime rate, as appropriate, in addition to the reimbursement for workshop costs.
3. The District will reimburse an employee \$50 per contract year for footwear, with evidence of purchase.

## **Article XVII - Fringe Benefits**

### **Health Insurance:**

Full-time employees shall be eligible to receive single, two-person, or full family coverage in the plans offered by the Local Government Center, which shall consist of a three tier program including, a point of service plan and membership in a health maintenance organization. The following plans will be provided:

Blue Choice Point of Service – BC3T15IPDED/RX 10/20/45  
\$15.00 Office Visit Co-Pay, \$75.00 ER Co-Pay, \$150/\$450 annual deductible

Matthew Thornton HMO – MTB20IPDED/RX 10/20/45  
\$20.00 Office Visit Co-Pay, \$150.00 ER Co-Pay, \$250/\$750 annual deductible

The District's contribution to Health Insurance shall be eighty percent (80%) of the Matthew Thornton HMO rate and the employee shall pay twenty percent (20%) of the total premium. The employee's share of premiums shall be paid by the individual employee through payroll deductions. The employee's premium contribution shall be reduced by the total amount of the annual deductible for the plan in which the employee is enrolled.

Available coverage and claims procedures shall be reported annually to the covered employees.

Effective July 1, 2011, the District shall offer employees the option to enroll a domestic partner in the medical and dental plans offered to bargaining unit members, provided the employee and their domestic partner complete and submit the forms provided by the medical benefits provider to establish their eligibility for insurance. (Note: This continues the current plans and method of contribution until the change in plans and contribution levels on October 1, 2016.)

**Effective October 1, 2016:** Full-time employees shall be eligible to receive single, two-person, or full family coverage in the following plan offered by Health Trust:

Matthew Thornton AB SOS 20/40/1KDED, RX 10/20/45 with \$1,000 (single); \$2,000 (2-person); and \$3,000 (family) deductibles

The District's contribution to Health Insurance shall be eighty percent (80%) of the Matthew Thornton AB SOS 20/40, RX 10/20/45 rate plus \$1,000 for the single plan, \$1,500 for the 2-person plan and \$2,000 for the family plan and the employee shall pay the remaining portion of the total premium. The employee's share of the premiums shall be paid by the individual employee through payroll deductions.

Available coverage and claims procedures shall be reported annually to the covered employees.

Effective July 1, 2011 the District shall offer employees the option to enroll a domestic partner in the medical and dental plans offered to bargaining unit members, provided the employee and their domestic partner complete and submit the forms provided by the medical benefits provider to establish their eligibility for insurance.

### **Pre-Tax Flexible Spending Plan**

The District shall allow employees to enroll in a so-called Section 125 Flexible Pre-Tax Spending Benefits Plan. This plan may be administered by a vendor hired by the District, and shall follow all applicable Federal and State rules and regulations. The District shall pay the administrative fees.

### **Dental Insurance:**

The Board will provide all full-time employees with the single low option of dental insurance under the same plan provided to the RFT Teachers bargaining unit. Any additional coverage will be at the employee's expense.

### **Article XVIII - Physical Examinations**

If the Board requests a physical examination for new employees, it shall insure that the school physician is available or other arrangements are made so that there is no cost to the employee for such examination. If the new employee wishes another doctor, it shall be at his/her expense.

### **Article XIX - Life Insurance**

Full-time employees shall be provided at no cost to the employee with a \$5,000 life insurance policy effective on the same date health insurance coverage becomes effective. Additional Life Insurance and Long-term Disability is available for the employee to purchase.

### **Article XX - Workers Compensation**

All covered employees shall be provided Workers' Compensation Insurance.

### **Article XXI - Tax-Free Annuity**

The District agrees to continue to allow covered employees to take advantage of the Federal law concerning tax-free annuities. The District will not deduct life insurance premiums.

## Article XXII - Wage Schedule

### 2016-2017

Step	Years of Experience	Cook Manager/Driver	2 <sup>nd</sup> Cook/Cashier
1	1, 2, 3	\$10.01	\$8.51
2	4	\$10.31	\$8.76
3	5	\$10.68	\$9.04
4	6	\$11.20	\$9.46
5	7	\$11.73	\$9.88
6	8	\$12.39	\$10.34
7	9	\$13.05	\$10.93
8	10	\$14.06	\$11.59
9	11	\$15.06	\$11.88

### 2017-2018

(\$.25 added for top step merit pay and \$.25 added to top step)

Step	Years of Experience	Cook Manager/Driver	2 <sup>nd</sup> Cook/Cashier
1	1, 2, 3	\$10.01	\$8.51
2	4	\$10.31	\$8.76
3	5	\$10.68	\$9.04
4	6	\$11.20	\$9.46
5	7	\$11.73	\$9.88
6	8	\$12.39	\$10.34
7	9	\$13.05	\$10.93
8	10	\$14.06	\$11.59
9	11	\$15.31*	\$12.13*

\*\$15.56 with merit pay

\*\$12.38 with merit pay

## Wage Schedule cont...

### 2018-2019

(\$.25 added for top step merit pay and \$.25 added to top step)

Step	Years of Experience	Cook Manager/Driver	2 <sup>nd</sup> Cook/Cashier
1	1, 2, 3	\$10.01	\$8.51
2	4	\$10.31	\$8.76
3	5	\$10.68	\$9.04
4	6	\$11.20	\$9.46
5	7	\$11.73	\$9.88
6	8	\$12.39	\$10.34
7	9	\$13.05	\$10.93
8	10	\$14.06	\$11.59
9	11	\$15.56*	\$12.38*

\*\$15.81 with merit pay

\*\$12.63 with merit pay

\*\$16.06 with merit 2<sup>nd</sup> year

\*\$12.88 with merit 2<sup>nd</sup> year

1. Employees will initially be placed on the step closest to, but not more than, their present hourly wage according to position.
2. A fifty-cent (\$.50) per hour bonus will be paid to any employee certified with the School Nutrition Association or who have received the ServSafe Safety Certification from the National Restaurant Association Education Foundation (certification valid for 5 years). An employee may only receive the maximum of \$.50 per hour even if they have both certifications.
3. New employees will receive credit on the salary schedule for related education and job-related work experience. No new employee will be placed on a step higher than indicated by actual education and/or experience.

4. Employees shall be advanced a step for each contract year effective July 1, 2016. Effective July 1, 2017 employees on improvement plans as of August 1 of the respective school year shall not be eligible for step increases until they have satisfied the requirements of their plans. When employees on plans satisfy the requirements of their plans, they shall receive the step prospectively.
5. Effective July 1, 2017 employees on the top step and who have not advanced a step, must receive a satisfactory evaluation in order to receive the merit pay increase. When employees satisfy concerns in their evaluations, the employees may receive the merit pay increase prospectively.
6. Decisions to withhold steps or merit pay may not be grieved. However an employee who has had a step or merit pay withheld shall be entitled to meet with the Food Service Director and to request reconsideration of the decision. If unsatisfied with the decision of the Food Service Director, the employee may appeal the decision to the Superintendent. If unsatisfied with the decision of the Superintendent, the employee may appeal to the School Board. Decisions at each level shall be in writing and the time limits of corresponding levels of the grievance procedures provided in Article XXV shall apply. If the decision to withhold a step or merit pay is overturned at any level, the step or merit pay shall be paid retroactively.

### **Article XXIII - Longevity Pay**

After the completion of the fifth (5<sup>th</sup>) year of consecutive service to the District, bargaining unit members shall receive longevity pay, to be paid annually on or before December 1 in a separate lump sum check, according to the longevity schedule below.

Consecutive service shall not be considered broken for employees who have had a break in service for not more than twelve (12) months or who have been on an approved leave of absence.

<b>Length of Service</b>	<b>Effective 07-01-2017</b>
5-9 years	\$250.00
10-14 years	\$650.00
15-30 years	\$900.00
30 - 40 years	\$1,150.00
40+ years	\$1,320.00

### **Article XXIV - Severance Pay**

Eligible School Lunch employees shall receive severance pay equal to fifty percent (50%) of their unused and accumulated sick leave, at the per diem rate at which the employee last earned, when retiring from the School District; (a) when application has been made to the New Hampshire Retirement System, or (b) if the employee is not eligible for membership in the Retirement System because of less than full-time employment status, when all other conditions for the Retirement System have been met.

## **Article XXV - Grievance Procedure**

### *A. Definition*

A grievance is a claim by any covered employee or group of covered employees that there has been a misinterpretation or violation of any provision of this Agreement. Excluded from the grievance procedure shall be any claims related to the discipline or discharge of an employee during the probation period, which is defined as the first one hundred and twenty (120) calendar days of employment in the bargaining unit. It is agreed that during the probation period employees may be discharged solely at the discretion of the School District.

### *B. General Provisions*

1. All time limits specified in this article shall mean school days. Time limits indicated hereunder are maximum unless extended by mutual agreement.
2. All such agreements to extensions must be in writing. Grievances pending at the end of the school year shall be resolved expeditiously and prior to the end of the contract year unless deferred by mutual agreement.
3. The Board shall have the right to representation of its own choosing.
4. The individual grievant shall have the right to representation of his or her own choosing excluding representation by a member, an agent or an employee of any other employee organization.
5. A grievance will be heard other than during the covered employee's normal working day or hours.
6. The Board and/or the covered employee will make available upon request such records or other documents which the aggrieved and the Board agree are pertinent to the processing of the grievance.
7. All documents, communications and records dealing with the processing of the grievance shall be filed separately from the regular personnel files.
8. Failure at any Grievance Level to communicate the decision within the specified time limits to the grievant(s) or the Federation President will result in proceeding to the next level.

9. A grievance may be submitted directly to the level having adequate authority to resolve the issue grieved.

### C. *Grievance Procedure*

#### *Informal Level*

Before beginning the grievance procedure at Level 1, the covered employee shall discuss the problem with the individual concerned and try to resolve the conflict.

In order to encourage and allow the resolution of grievances at the informal stage, a grievant will be granted 15 days from the date of the action or from the grievant's first knowledge of the action or condition on which the grievance is based to present the formal grievance at Level 1.

#### *Level 1 - Food Service Director*

A grievant with a grievance shall present it on Form A - Grievance, Schedule 5, to the Food Services Director who shall respond to said grievance and provide the rationale for his decision in writing within 5 days.

#### *Level 2 – Business Manager*

If the grievance has not been resolved to the satisfaction of the grievant(s) and the Federation, the covered employee or the federation may within 10 days of receipt of the decision at Level 1 present it in writing to the Business Manager. Within five (5) days after receiving a grievance, the Business Manager shall meet to resolve and respond to the grievance with the grievant and the Federation's representative(s). The Business Manager shall respond to said grievance and provide the rationale for his decision within 10 days following the submission at Level 2.

### Level 3 - Superintendent of Schools

If the grievance is not resolved to the satisfaction of the grievant(s) and the Federation, the grievant(s) or the Federation may, within 10 days of receipt of the decision at Level 2, submit the grievance in writing to the Superintendent of Schools. Within 10 days after the receipt of the grievance the Superintendent shall meet with the grievant(s) for the purpose of hearing the arguments of the parties involved. Within 10 days after said meeting the Superintendent shall respond to said grievance and provide the rationale for his/her decisions.

### Level 4 – School Board

If the grievance is not resolved to the satisfaction of the grievant(s) and Federation, the grievant(s) or the Federation may within 10 days of receipt of the decision at Level #3 submit the grievance in writing to the Board. Within 10 days after the receipt of the grievance, a majority of the Board shall meet with the grievant(s) and a representative of the Federation for the purpose of hearing the arguments of the parties involved. Within 8 days after said meeting the Chair of the Board shall respond, in writing, to said grievance and provide the rationale for the Board's decision.

### **Article XXVI - Entire Agreement**

1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties are set forth in this Agreement. Therefore, the Board and the Federation for the duration of this Agreement, each waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement. This Agreement may only be amended during its term by the parties' mutual agreement in writing.

2. No covered employee shall, as a result of the execution of this agreement suffer the loss or reduction of any benefit now enjoyed by him/her. Benefits are to be defined as those practices having been conducted with the knowledge and authority of the employer.

### **Article XXVII - Negotiations Procedure**

1. The parties agree to bargain in compliance with RSA 273:A.
2. This Agreement constitutes notice to the Rochester School Board of the Federation's intent to negotiate for a successor agreement. It is agreed that negotiations will begin no later than March 15 in the final year of the contract.

### **Article XXVIII – Working Conditions**

#### *1. Disciplinary Procedures*

Disciplinary action shall not be taken against an employee in an arbitrary or capricious manner.

Disciplinary action will normally be taken in the following order:

- a) Verbal Warning
- b) Written Warning
- c) Suspension Without Pay
- d) Discharge

However, the above sequence need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge. Additionally, the Board reserves the right to take disciplinary action in any manner or form consistent with the efficiency of operations and appropriate to the infraction involved.

All suspensions and discharges must be stated in writing and the reason(s) stated and a copy given to the employee(s) and the Union at the time disciplinary action is taken. The employee shall have the opportunity to respond within five (5) working days. Such response shall be in writing, and shall state the reason(s) why the employee is challenging the suspension or discharge.

## 2. *Removal of Discipline*

Material which concerns an employee's conduct or service and is disciplinary in nature may be removed from the employee's personnel file after a two year period as follows:

- a. The employee will submit a written request for removal to the Superintendent of Schools.
- b. No other disciplinary action will have occurred during the two year period.
- c. The Superintendent will review the file and have the authority to remove said materials. The employee has the option to appeal the Superintendent's decision to the School Board.

## 3. *Complaints Against Employees*

Any complaints regarding an employee made to any member of the administration by any parent, student, or other person shall be promptly called to the attention of the employee. A complaint within the meaning of this article is an allegation that could adversely affect the employee's personal or professional reputation and could be serious enough to warrant administrative action.

## 4. *Work Rules*

The District may prepare, issue and enforce reasonable rules and safety regulations necessary for safe, orderly and efficient operation.

## 5. *Evaluations*

The employee shall be given a copy of any evaluation report prepared by his/her superiors and shall have the right to discuss such report with his/her supervisors.

A copy of the annual evaluation report shall be given to the employee, and the employee shall be given an opportunity to discuss the evaluation report with the supervisor within a reasonable time.

The evaluator may gather input from personnel in regular contact with the employee. Feedback which addresses an area of concern shall be addressed

with the employee by the supervisor in a reasonable time after learning of such concerns. All feedback utilized as the basis for an evaluation shall be attributable to the person providing the input. Anonymous reports shall not be used in an evaluation.

The employee's signature on the evaluation report shall not necessarily indicate the employee's agreement with the contents of the evaluation report. The employee shall have the right to make a written reply to the evaluation report, and any such reply shall be attached to the evaluation report and placed in the employee's personnel file. In the event the employee requests a meeting with the supervisor, the employee shall provide their written response to the supervisor at this meeting.

In the event any serious deficiency or area of significant improvement is noted on the employee's evaluation and the employee has previously been informed of the deficiencies, the employee and supervisor will meet to review together an improvement plan developed by the supervisor for the employee's improvement for the upcoming year. The employee shall be provided a reasonable opportunity to make recommendations on the improvement plan.

The supervisor and employee shall meet at least monthly to review progress on the improvement plan. Once the employee has addressed the areas of concern, the supervisor shall remove the employee from the improvement plan.

The employee is entitled to have a Union Representative attend any of these meetings.

The parties shall develop a mutually agreeable evaluation form on or before October 1, 2016 which once approved will be considered as an appendix to this contract. The parties agree to review this form annually and make such changes as may be necessary and mutually agreed upon

## *6. Hours and Days of Work*

The work week for full-time employees shall be thirty (30) hours or more, with the hours of work to be determined and scheduled by the department head or supervisor. Employees scheduled to work less than thirty (30) hours per week shall be considered part-time employees.

Cook Managers at the Maple Street Magnet School will be guaranteed seven (7) hours per day for so long as there is a 5<sup>th</sup> Grade in the Magnet School.

The hours, days, and location of work shall be determined by management unless otherwise indicated. Management shall have the right to adjust an employee's days and/or hours when there is a reduction or increase in the number of meals served, including but not limited to exams, school trips and field trips. An employee will receive 24-hours notice if his/her shift is cancelled. By October 1, the School District will provide the Union with a schedule of days when it is reasonably anticipated that there will be a reduced demand for student lunches. This schedule shall be for information only and is not intended to limit the District's rights in this section.

Adjustment to an employee's work schedule shall not create any loss in benefits provided under contract including but not limited to health insurance or the NH Retirement System.

The work year will normally not exceed one hundred and eighty-one (181) days.

## *7. Method of Salary Payment*

All bargaining unit members shall have the option of being paid in twenty-two (22) payments per year or having their salary pro-rated in twenty-six (26) payments per year. Employees will be paid for the actual hours worked in each pay period, or, if the employee has a salary which is capable of being annualized (i.e. works a regular schedule), then the prorated amount must change to reflect the actual number of hours worked.

## 8. *Catering*

Bargaining unit members are expected to assist in preparation for District catering events. When possible, 24-hours notice will be provided.

## 9. *Filling In*

Bargaining unit members are expected to work any job within their own or a lower wage classification without reduction in pay. Employees assigned to perform cook manager duties shall receive an additional one dollar (\$1.00) per hour for such time as they are performing such duties.

## 10. *Promotions and Transfers*

The District reserves the right to make promotions and transfers on the basis of qualifications for the position, ability, and performance of duty. Seniority shall govern when the District has determined that the employees have demonstrated equal qualifications, ability, and performance of duty. Head cooks will be pulled and transferred only when there are no other feasible alternatives.

### A. Temporary Re-assignment

In the event of the need for a temporary change in assignment for an employee, the District will make reasonable efforts to secure substitute coverage for the employee's position who is being temporarily assigned. A temporary assignment shall not exceed twenty (20) calendar days or longer if necessary by mutual agreement between the District and the Federation.

### B. Transfers

Any permanent transfers shall be effectuated by first having the District ask for volunteers and in the event there are no qualified volunteers, said reassignment shall occur on the basis of seniority with the employee with the least amount of seniority within job classification being transferred.

## C. Promotions and Vacancies

1. Job vacancies will be posted for five (5) working days in each school on a bulletin board designated for such purpose and on the District's intranet. The District will send written notice of such job vacancies to the building representatives of the Federation.
2. Promotions and transfers shall first be made from the ranks of regular employees who are qualified within the classification in which the vacancy occurs. If no qualified candidates are found within the classification, the vacancy may be filled by qualified employees within other classifications in the bargaining unit. If no qualified candidates are found within the bargaining unit, the vacancies may be filled from other sources.
3. Job postings will include job title, location, number of hours, salary range, and contact person for details.

### 11. *Uniforms and Clothing*

- a. If the District requires uniforms and/or aprons, the District shall be responsible for providing five (5) shirts, two (2) aprons, and a cap or visor.
  - b. The District may implement uniforms and dress codes only after prior consultation with the Federation. Consultation shall occur by June 1 prior to the school year in which the uniform or dress code will be implemented. Consultation shall occur between three representatives of management and three Federation representatives. If the Federation disagrees with the code after consultation, it may appeal to the Superintendent, whose decision shall be final.
12. The District shall on Teacher Workshop days provide such training to employees which is necessary to achieve and/or maintain mandated Federal and/or State Continuing Education Units (CEU). Employees shall be paid their normal rate of pay for attendance at such workshops. If the District sponsors optional training at the end of the normal workday, the employee shall be paid their normal rate of pay.

### 13. *Permanent Substitute*

A permanent substitute position shall be maintained by the District and this position shall be a bargaining unit position. The position shall be scheduled to work not less than five (5) hours per day. The pay for this position shall be for 181 days and not less than 5 hours per day. This position shall be paid at the Step 5 rate of pay for cook/cashier and shall not advance on the salary schedule. The employee shall not be entitled to paid leave or insurance benefits but shall be entitled to all other contractual provisions including holiday pay. [PELRB certification to be modified.]

## **Article XXIX - General Provisions**

### 1. *Copies of the Agreement*

The Board will provide a camera-ready copy of the Agreement. The Federation will print and distribute copies of the Agreement to each employee. Cost of printing the Agreement will be split by the Federation and the Board.

### 2. *Existing Laws and Regulations Preserved*

The rights and benefits of persons provided herein are in addition to those provided by State or Federal law, rule or regulation, including without limitation all applicable continuing contract, pension, or education laws and regulations.

### 3. *School Board Policies*

- a. This Agreement constitutes School Board policy for the term of said Agreement, and the School Board shall carry out the commitments contained herein and give them full force and effect as School Board policy. The Board shall amend its regulations and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.
- b. All rules and regulations governing covered employees shall be interpreted and applied equitably throughout the District.

### 4. *Saving Clause*

4. *Saving Clause*

If any provision of the Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, laws, ordinances and regulation of the United States of America and the State of New Hampshire, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provision.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement this 1st day of September, 2016.

*Rochester Federation of Teachers  
Food Service Chapter, Local 3607*

*Rochester School Board*



\_\_\_\_\_  
Marie Bahlert, President



\_\_\_\_\_  
Paul Lynch, Chairperson

**Appendix A**  
**Rochester School District**  
*Dues Deduction Authorization Form*

**Name** \_\_\_\_\_

I hereby authorize the Rochester School District to withhold from my salary, Federation dues in an amount to be certified by the Treasurer of the Rochester Federation of Teachers, acknowledging that the amount of dues may increase at times subsequent to the authorization, and this authorization shall be a continuing authorization for such dues deductions.

The sums thus to be deducted over the period of one year, (twenty-two pay periods, twenty-six pay periods, or other arrangement as permitted by the Master Agreement) are hereby assigned by me to the Rochester Federation of Teachers, and are to be remitted by the Rochester School Department to the Treasurer of the Federation. Having done so, the District shall be held harmless from any claim(s) in connection with the provisions of this authorization and Master Agreement terms. It is further agreed that the District assumes no financial liability except to forward, on a monthly basis, those funds which have been properly authorized and deducted the last day of the preceding month.

This authorization and assignment shall continue in full force and effect from year to year unless I notify the Office of the Superintendent and the Rochester Federation of Teachers' Treasurer in writing between June 1 and September 1, to cease deductions for the coming year.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Home Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone #: (\_\_\_\_) \_\_\_\_\_

S.S. #: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Employee #: \_\_\_\_\_ School: \_\_\_\_\_

Home E-Mail: \_\_\_\_\_

Please check position below:

Teacher: \_\_\_\_\_ Para-Professional: \_\_\_\_\_ Food Service: \_\_\_\_\_

Recruited By: \_\_\_\_\_

Once completed, this form must be sent directly to the Federation Treasurer.

---

**For Office Use Only:**

Date Received: \_\_\_\_\_

Copies sent to: Vice-President \_\_\_\_\_ Date: \_\_\_\_\_

Central Office \_\_\_\_\_ Date: \_\_\_\_\_

# Appendix B

## Rochester School Department Grievance Record

Grievance No. \_\_\_\_\_ Level \_\_\_\_\_ Date Filed: \_\_\_\_\_

Name of Grievant(s): \_\_\_\_\_

Building: \_\_\_\_\_ Assignment: \_\_\_\_\_

Date of alleged violation(s) or misapplication(s) \_\_\_\_\_

Article of the Agreement allegedly violated: \_\_\_\_\_

Statement of the grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Nature and extent of the injury or loss involved: \_\_\_\_\_

\_\_\_\_\_

Remedy sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature – Federation representative \_\_\_\_\_ Signature – Grievant \_\_\_\_\_

Present: \_\_\_\_\_

Disposition by:        Food Service Director  
                                 Business Administrator  
                                 Superintendent

Date answered: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Food Service Director/Business Administrator/Superintendent

Grievance settled on the basis of Food Service Director's/Business Administrator's/Superintendent's answer: \_\_\_\_\_

\_\_\_\_\_

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