Agreement Between

SALEM SCHOOL BOARD

RECEIVED
AUG 05 2009
PELRB

And The

SALEM ASSOCIATION OF FOOD SERVICE PERSONNEL

2009-2012

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AGREEMENT

ARTICLE 1

THIS AGREEMENT made and entered this 07/01/2009 through 06/30/2012, by and between the Salem School Board, hereinafter referred to as the "Board", "Employer", or "District" and the Salem Association of Food Service Personnel, NEA-New Hampshire, hereinafter referred to as the "Association."

ARTICLE 2
RECOGNITION

Section 1 - The Board recognizes the Association as having been certified by the New Hampshire Public Employee Labor Relations Board pursuant to RSA 273-A, as the exclusive representative of Food Service Personnel; i.e., Worker/Cashiers, Cooks and Servers; excluding High School Site Coordinator, Woodbury Site Coordinator, Elementary Multi-site Coordinators, and Director of Food Service.

Section 2: Probationary Period - There shall be a probationary period of ninety (90) work days of employment for newly hired employees. Insurance benefits will take effect on the first available entry date for the plan after the date of hire. All other contractual benefits, where applicable, shall take effect from the date of hire, except that the provisions of Article 19, Disciplinary Procedures, and the right to grieve under Article 13, shall not apply during the probationary period.

ARTICLE 3
DEDUCTIONS

Section 1 - Upon presentation of written authorization by an employee, the District agrees to deduct from each Association member so authorized the appropriate dues as certified to the employer by the Treasurer of the Association, and forward the same to the Association Treasurer. Said deduction is to be made each pay period. However, if any employee has no check coming to him/her or the check is not large enough to satisfy the assignments, then and in that event only no collection will be made from said employee for the pay period. However, the full dues shall be deducted during the course of the school year. The Association shall save the Board harmless from any disputes as a result of dues deduction.

Section 2 - Each employee who, on July 1, is a member of the Union, and each employee who becomes a member after that date shall continue his/her membership in the Union during the duration of this agreement; provided, however, that an employee may at his/her discretion and in writing withdraw his/her membership from the Union within ten (10) calendar days of July 1 of the contract thereafter. The Association shall be notified within the time limits specified above.

Section 3 - The District agrees to deduct from the employees authorized monies to be transferred to annuity companies, insurance companies, credit unions, banks, and charitable organizations, such as the United Fund, in accordance with the Salem School District policy. If any employee has no check coming to him/her or the check is not large enough to satisfy the authorized transfers, then and in that event, the employee shall immediately remit sufficient monies to the District, in addition to any monies deducted, to satisfy the authorized transfers.

ARTICLE 4
NEGOTIATIONS PROCEDURE

Section 1 - On or before September 15th of any year preceding the expiration date of this Agreement, either party may notify the other party of its intent to negotiate terms of a successor agreement. Within thirty (30) calendar days of the receipt of the notice the parties shall meet.

Section 2 - The parties agree to negotiate in good faith according to the procedures set forth in RSA 273-A. Each party shall make proposals, counter proposals and exchange data in an effort to reach an accord on all negotiable issues raised with respect to salaries, benefits and working conditions.

Section 3 - Either party may, if it desires, utilize the services of outside consultants.

Section 4 - Any final agreement reached shall be subject to the approvals in RSA 273-A and shall be reduced to writing and signed by the Board and the Association.

Section 5 - Copies of this Agreement will be printed at Board expense and given to each employee within thirty (30) days of reaching final agreement.

ARTICLE 5
ASSOCIATION RIGHTS AND SECURITY

The Association shall have the following rights:

Section 1 - Association officers or their designees, during working hours and without loss of time or pay, may represent employees in negotiation and may, by mutual agreement, investigate and present grievances to the employer. Whenever any representative of the Association or any employee is mutually scheduled by both parties to participate during working hours in negotiations or grievance procedures, the individual shall suffer no loss in pay. However, Association participation shall be limited to four individuals during negotiations and two individuals during grievances.

Section 2 - Use of School Facilities and Equipment - The Association shall have the right to use school facilities for meetings upon prior request and approval of the Principal.

Section 3 - The Association shall be provided with bulletin boards or sections thereof for the purpose of posting Association materials. The Association shall also have the right to use school mails to distribute Association materials.

Section 4 - A copy of all agenda and official minutes of School Board meetings shall be available to the president of the Association upon request to the Superintendent of Schools.

ARTICLE 6
EMPLOYEE RIGHTS AND PROTECTION

Section 1 - No employee shall be required to appear before the School Board without forty-eight (48) hours written notification. An employee may have a representative of the Association accompany him/her to this meeting with the School Board.

Section 2 - Upon twenty-four (24) hours notice, an employee will have the right to review the contents of his/her personnel files, except for recommendations from prior employment, and to have a representative of the Association accompany him/her in such review. Other examination of an employee's files shall be limited to qualified personnel. Each file shall contain a record indicating who has reviewed it, and the date reviewed.

Section 3 - No derogatory materials will be placed in an employee's personnel file unless the employee has had an opportunity to review the materials. Complaints against the employee shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated. The employee may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. When material is to be placed in an employee's file, the affected employee shall review and sign said material, such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.

Section 4 - All employees may request and shall be entitled to have present a representative of the Association during any meeting considered by the employer to be disciplinary in nature. The employee shall be advised by the employer that said meeting is considered disciplinary. When a request for a representative is made, no meeting shall be held with the employee until such representative is notified and has an opportunity to be present.

Section 5 - Employee rights under any state or federal law shall not be abridged by the Board or Association.

Section 6 – During a new employee's probationary period, the Board shall educate and train the employee in the areas of applicable health and safety standards, emergency procedures, sanitation, and the proper use of equipment and tools. This may require additional work beyond the normal workday for training. The employee will be paid his/her hourly rate of pay for such work beyond the workday.

Section 7 – All employees shall be issued an employee handbook at the beginning of each work year. The Director of Food Services shall present and review the handbook at the beginning of each work year.

The employee handbook will be developed by the Director of Food Services. Input from the Association with regard to the contents of the handbook will be considered.

ARTICLE 7
EMPLOYEE WORK SCHEDULES

Section 1 – The workday for employees shall be determined by the Director of Food Services and set to best meet the needs of the schools. The normal workday shall be 6 hours with the understanding that some employees may be assigned to work more than 6 hours and some may be assigned to work less than 6 hours a day.

Section 2 - Employees working less than twenty-five (25) hours per week shall be considered part time employees. A server is an employee working 15 hours or less per week.

Section 3 – An hourly employee who has left the normal place of work for their residence and is called back for work without prior notice shall be paid for such time at the rate of time and one-half for a minimum of two (2) hours.

Section 4 - Work beyond forty (40) hours per week shall be paid at a rate of time and one-half of the normal base hourly rate. In the event an employee is called back to work after completing their normal work day, they shall be paid at the rate of time and one-half.

Section 5 - All employees working six (6) or more hours per day will be entitled to one paid thirty (30) minute break or two paid fifteen (15) minute breaks at the discretion of the manager. Employees working from four (4) up to six (6) hours per day shall be entitled to one paid fifteen (15) minute break per day.

Section 6 - Except under unusual and unforeseen circumstances, employees shall be informed of their work schedule by July 1 preceding the start of the school year.

Section 7 - The work year shall be one hundred eighty and one half (180.5) days including a one-half (1/2) day before the student school year. There may be additional days at the discretion of the Food Service Director.

ARTICLE 8
VACANCIES, TRANSFERS AND PROMOTIONS

Section 1 - Vacancy shall be defined as a newly created position or a present position that is not filled. The employer shall notify the Association President of vacancies within three (3) workdays, or three (3) weekdays when school is not in session during the summer months, excluding holidays, by sending notice of same by U.S. Mail.

Section 2 - All vacancies shall be posted within three (3) workdays, or three (3) weekdays when school is not in session during the summer months, excluding holidays, in a conspicuous place in each kitchen work area of the District for a period of five (5) workdays, or five (5) weekdays when school is not in session during the summer months, excluding holidays. Said posting shall contain the following information:

1. Type of Work
2. Location
3. Starting Date
4. Rate of Pay
5. Hours to be Worked
6. Classification
7. Minimum requirements

Interested employees should apply in writing to the superintendent, or designee, within one (1) workday, or one (1) weekday, excluding holidays, when school is not in session during the summer months, after the posting period.

Section 3 - All applications from within and without the District will be considered. The criteria for selection will include an assessment of the applicant's ability to meet the requirements of the job description for the position, and a review of qualifications, experience, and performance. If the selection is made from within and all factors are equal in the judgment of the Superintendent of Schools or a designee, seniority will be the determining factor.

Section 4 - Within ten (10) work days, or ten (10) weekdays when school is not in session during the summer months, excluding holidays, after the expiration of the posting period, the Employer shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing with a copy provided to the Association.

Section 5 - If in the opinion of the Director of Food Service a transfer is necessary, the Director shall first ask for volunteers to fill this position. If no one volunteers, then the employee with the least seniority in that classification shall be involuntarily transferred.

Section 6 - Any Server required to temporarily assume the duties of a Cook or Worker/Cashier; or a Worker/Cashier required to temporarily assume the duties of a Cook, will be paid the hourly rate of the appropriate classification. The higher rate shall be paid commencing on the first full day of service.

Section 7 - In the event of promotion or transfer, the employee shall be given a twenty-five (25) work day trial in which to show his/her ability to perform on the new job. The employer shall give the promoted or transferred employee reasonable assistance to enable him/her to perform up to employer standards on the new job. If the employee is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected employee, the employee shall return to his/her previous assignment.

Section 8 - The transfer decision is not grievable. Only the procedural aspects of this Article shall be grievable.

ARTICLE 9
REDUCTION IN FORCE

Section 1 - Seniority for purposes of Reduction in Force, shall be defined as the total length of service with the District in any classification now in the bargaining unit. Accumulation of seniority shall begin on the employee's first working day after the completion of the probationary period. A paid holiday shall be counted as the first working day in applicable situations. In the event that more than one individual employee has the same starting date of work, position on the seniority list shall be determined by casting lots.

Section 2 - Part-time employees shall accrue seniority on a pro-rata basis, consistent with the normal work week of thirty (30) hours. For example, an employee working 20 hours per week shall accrue 2/3 year of seniority for every year employed. Those employees working less than fifteen hours per week shall not accrue seniority.

Section 3 - The Employer shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in all buildings of the district within sixty (60) days after the effective date of this Agreement with revisions and updates posted annually on or about the 15th of September. A copy of the seniority list and subsequent revisions shall be furnished to the Association President.

Section 4 - There shall be three (3) classifications of employees: (1) Cook, (2) Worker/Cashier (3) Server.

Section 5 - Seniority shall be lost by an employee upon termination, resignation, retirement or refusal of recall. In the case of transfer to a non-bargaining unit position, if the employee returns to a bargaining unit position within forty-five (45) workdays of the transfer, there shall be no lost of previously earned seniority.

Section 6 - Layoff shall be defined as a reduction in the work force.

Section 7 - Employees shall be notified of layoff at least thirty (30) workdays prior to the effective date of the layoff.

Section 8 - In the event of a reduction in work force, the Employer shall lay off the least seniored employee in the affected classification. In no case shall a new employee be hired by the Employer in that classification while there are laid off employees who are qualified for a vacant or newly created position within the affected classification.

Section 9 - Employees whose positions have been eliminated due to reduction in work force or who have been affected by a layoff shall have the right to assume a position in the same or lower classification which is held by the least senior employee in that classification. If the laid off employee accepts the least senior position in a lower classification, he/she shall be offered the first available open position in their former classification. Any laid off employee who refuses his/her displacement or recall rights

shall lose all seniority under this Agreement. Employees do not have the right to bump to a higher paying classification.

Section 10 - Laid off employees shall have recall rights for a period of 18 months from date of layoff and retain their right of seniority. Laid off employees shall be recalled in reverse order of layoff to any position within their classification.

Section 11 - Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Employer notified as to his/her current mailing address. A recalled employee shall be given at least ten (10) workdays from receipt of notice to report to work. The Employer may fill the position on a temporary basis until the recalled employee can report for work, providing the employee reports within the ten (10) day period. Employees recalled to work for which they are qualified are obligated to take said work. An employee who declines recall to perform work for which he/she is qualified shall forfeit his/her seniority rights.

ARTICLE 10
HOLIDAYS

Section 1- The Board will maintain its current policy for Holiday pay. Full time workers will receive the following paid holidays per year:

Columbus Day
Veterans Day
Thanksgiving
The day after Thanksgiving
Christmas
New Years Day
Civil Rights/Martin Luther King Day
and Memorial Day

If school is in session prior to Labor Day, then Labor Day will be a Holiday for pay. Part time workers will receive the same holidays schedule each year based on the number of hours per day they work. All workers must work the scheduled day before the holiday and/or the next scheduled day after the holiday to be eligible for the holiday.

ARTICLE 11
PAID LEAVES

Section 1.1: Employees will be provided with a written accounting of accumulated leave days on their paycheck every bi-weekly pay period.

Section 1.2 - An employee who is unable to work because of disability or compensable injury arising out of the course of employment and who has exhausted all sick leave available shall, upon application, be granted a leave of absence without pay for the duration of such injury or disability, up to one (1) year.

Section 2.1 - The Board recognizes that unforeseen circumstances may require the absence of the employee during the school year. As of the beginning of each school year, full-time employees and part-time employees working fifteen (15) or more hours per week will be credited with eight (8) days of leave per year for absences for these circumstances. This leave is cumulative up to a maximum of seventy-four and one half (74.5) days for all full-time employees and part-time employees working fifteen (15) or more hours per week. Each employee will receive their regular full day's pay for each day of leave used. Parties recognize that leave as described in this Article does not encompass an absence which is more appropriately characterized as vacation. Employees working less than fifteen (15) hours per week are not eligible for leave days.

Except in the case of illness or emergency, the employee will be required to submit the request for leave to the appropriate supervisor at least (24) hours in advance of the day requested. In the case of illness, employees will endeavor to notify the supervisor or designee in advance of their scheduled work hours. In emergencies, notice shall be given as soon as possible. In any request for leave, the employee shall affirm, as part of the form, that the requested leave conforms to the permitted use of leave under this section.

The district will pay a stipend in the amount of $250.00 at the end of the school year to each employee who has maintained perfect attendance for that school year. The district will pay a stipend in the amount of $125.00 at the end of the school year to each employee who has taken only (1) leave day for that school year. Bereavement days and days to attend the N.E.A.-N.H. Assembly of Delegates meeting (Article 11, Section 5) are not counted toward year-end totals.

Section 2.2 – After fifteen (15) years of continuous service and upon retirement or death, the employee or the heir(s) will receive 50% of the accumulated leave time at the individual's per diem rate to a maximum of $2,000.

***The employee must be at least 58 years of age as of the date of retirement to be eligible for the leave time buy back due to retirement.**

Section 3.1: An employee may be granted up to five (5) days for bereavement for the death of an immediate family member without deduction of accumulated leave and at full salary. Immediate family members are those family members who currently reside, or formerly resided, in the same residence as the employee (including: spouse / domestic partner, parents, step-parents, parents-in-law, children, step-children, children-in-law, siblings, step-siblings, siblings-in-law, grandparents and grandchildren). Other relationships may be considered under this section by the Superintendent. The Superintendent shall have final determination of the appropriateness of the duration and pay status of any bereavement leave.

Section 3.2 - Unused funeral/bereavement shall not be cumulative.

Section 4 - Any employee called for jury duty, or who is subpoenaed to testify during work hours in any administrative or judicial matter shall be paid his/her full compensation for such time. However, the employee must compensate the District for any fees received in excess of expenses incurred.

Section 5 - The Association shall be entitled to one day with pay for up to two (2) SAFSP members to attend as official delegates the N.E.A.-N.H. Assembly of Delegates meeting. The requests will be forwarded to the Superintendent for approval.

ARTICLE 12
UNPAID LEAVES

Section 1 – An unpaid leave may be requested by an employee to care for; the employee's child upon birth, care for the employee's child upon adoption or foster care; an employee's parent, spouse, or child with a serious health condition; or, when an employee is unable to work because of a serious health condition. (Serious health condition as defined by the Family and Medical Leave Act of 1993).

Family and Medical Leave Act (FMLA) provides eligible employees with up to twelve weeks in any twelve month period of unpaid, job-protected leave for the above mentioned reasons. The District and Employee shall follow the guidelines of the Family and Medical Leave Act.

For purposes of this Article, "eligible" is defined as an employee working 1070 or more hours per year, and has been employed by the District for the twelve months prior to the request for leave.

Any employee, including those working less than 1070 hours per year, may submit written requests for extended leave to the school board for their consideration.

The employee may be entitled to sick leave pay according to the provisions of this contract for those days certified as a disability of the employee by a registered physician. If an employee who has been granted a leave of absence in accordance with this provision shall fail to return to work upon the expiration of such leave of absence, the employee shall bee deemed to have voluntarily terminated employment. The employee is to notify the Superintendent of Schools in writing of his/her request for a leave of absence under the Family Medical Leave Act, thirty days (30) prior to the date that the leave is needed. In the event of an emergency, employees will endeavor to notify the Superintendent as early as possible, prior to the leave date.

Section 2 - A request for leave of absence shall include the reason for the leave along with notification of the starting and ending dates of said leave.

Section 3 - An employee returning from an unpaid leave of absence shall be reinstated to the position and classification he/she held when the leave began or an equivalent position and classification as determined by the School Board. The employee must notify the School District Central Office in writing of his/her intent to return to work at least thirty (30) calendar days prior to the date the leave is scheduled to expire.

In the event the School District is not notified or the employee does not return to work on the scheduled date, the employee shall be considered terminated from employment.

Section 4 - Unpaid leaves of absence which may be applied for are as follows:

a. Public Service

b. Education

Section 5 - Where permitted by the insurance carriers, employees may continue insurance coverage while on unpaid leave of absence. For the first 12 weeks of unpaid leave the employee will be required to pay their portion of the insurance premiums to the Salem School District. After 12 weeks of unpaid leave has expired, the employee will be required to reimburse the District at the group rate for their elected insurance.

Section 6 - During unpaid leaves of absence, seniority and other leave benefits shall not continue to accumulate. Upon return to work, the employee shall retain his/her seniority and other leave benefits held prior to the leave.

ARTICLE 13
GRIEVANCE PROCEDURE

Section 1 - A grievance shall mean a complaint by one or more employees of the school district covered by this agreement that there has been an alleged violation, misrepresentation or misapplication with respect to one or more provisions of this Agreement.

Section 2 - An "aggrieved person" is the person making the complaint.

Section 3 - The parties recognize the most desirable way to resolve a problem, is to do so informally. The employee making the claim may request the assistance of any of their superiors to reach an informal resolution of the grievance without representation of the Association. Failing to satisfy their grievance, or if they choose not to follow the informal route, the grievance shall be reduced to writing on the Grievance Form, Appendix C, of this Agreement. The grievance must be reduced to writing within fifteen (15) working days of its occurrence or of the time the employee should have known of its occurrence. In the event the building principal is absent from work for ten (10) consecutive days, the grievant may request that the Superintendent appoint another administrator to process the grievance through Step 1 of the grievance procedure.

Section 4 - Once a grievance is reduced to writing, the following procedures will be in effect. The number of days indicated at each step should be considered maximum. The time limits may be extended by mutual agreement.

STEP 1: The grievance should be submitted to the Director of Food Service who shall respond in writing within five (5) working days. If the grievant is not satisfied with the response, or if no response is received, they may within five (5) working days, proceed to:

STEP 2: A written grievance shall be submitted to the Superintendent of Schools who may assign a central office administrator to meet with the grievant and their representatives. The administrator shall review the information considered to be relevant and respond in writing within seven (7) working days of receipt of the grievance. If the employee is not satisfied with the response, or if no response is received, and with approval of the Association, they may within ten (10) working days, proceed to:

STEP 3: On request, the Board shall review the grievance and shall hold a meeting with the grievant. Within twenty (20) days of the receipt of the appeal, the Board shall render a decision in writing. If the employee is not satisfied with the response, or if no response is received, and with the approval of the Association, the employee may within ten (10) working days, proceed to:

STEP 4: Arbitration shall be conducted under the rules of the American Arbitration Association. The Association shall advise the Board in writing of the decision for arbitration. The Association or the Board may then initiate a request for arbitration to the American Arbitration Association.

a) The arbitrator shall submit a report to the grievant, the Association, and the Board under the timeline specified in the rules of the American Arbitration Association. .

b) The decision of the arbitrator shall be advisory only.

c) Neither the Board nor the Association will be permitted to assert any ground or evidence before the arbitrator which was not previously disclosed to the other party.

d) Within twenty (20) days of the receipt of the arbitrator's report, the Board shall advise the grievant and the Association of the Board's decision concerning the report.

e) The cost of arbitration shall be borne equally by the Board and the Association.

Section 5 - Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next level. Failure at any level of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be a waiver of further appeal of the decision and acceptance of the decision rendered at that level.

Section 6 - A grievance may be withdrawn by the grievant at any time.

Section 7 - When a grievance is reduced to writing, an aggrieved person may be represented at all stages of the grievance procedure by the Association; however, the grievant must be present, unless both parties agree that the grievant cannot be present and agree to a mutual extension of time to allow the grievant to be present when it is a physical impossibility to do so.

Section 8 - All documents, communications and records concerning a grievance shall be filed separately and not in a personnel file of the employee.

Section 9 - The Board and the Association shall assume that the parties of interest and witnesses are guaranteed freedom of restraint, interference, coercion, discrimination or reprisal.

ARTICLE 14
INSURANCE

Section 1 - Health and Dental Insurance: Employees working 20 or more hours per week shall be eligible to enroll in the Point of Service (excluding Blue Choice New England) or Health Maintenance Organization (HMO) health plans and the dental insurance plan currently available to the Salem School District through Health Trust. Employees working less than twenty (20) hours per week shall not be eligible for health or dental insurance

See Appendix B for all applicable rates for the term of this Agreement

Section 2 – Life Insurance: The District shall pay 100% of the cost for a $12,000 term life insurance policy for each full-time and part-time member of the bargaining unit. To the extent permitted by the carrier, said policy shall continue in effect for a period of 60 days following terminating of employment.

Section 3 – Worker's Compensation Insurance: The District agrees to continue to purchase workers' compensation insurance at no cost to full-time and part-time employees.

Section 4 – Insurance Buyout: Any employee who works twenty (20) to less than twenty-five (25) hours per week or any employee who works twenty-five (25) or more hours per week electing not to receive benefits under Section 1 above shall receive the following lump sum in June:

Employees working 20 to less than 25 hours:	**Employees working 25+ hours:**
2009-2012: $150	2009-2012: $300

Section 5 - The Board retains the right to examine and choose a new carrier for all insurances provided for in this agreement, providing the coverage and benefits equal or exceed those of the existing plan. The Board shall consult with the Association prior to any change in carriers.

ARTICLE 15
COMPENSATION

Section 1 - All employees will be paid bi-weekly according to the District School Year payroll calendar.

Section 2 - Employees will advance from one pay level to the next on September 1, provided they have been employed at least ninety (90) school days during the previous school year.

Section 3 - Hourly Wages: See Appendix A

Section 4 - When employees are authorized to use their personal vehicles for school business, they shall be compensated at the current IRS mileage rate.

Section 5 - New Hires. Placement on the wage scale shall be at the discretion of the Superintendent of Schools or designee.

Section 6 - The Board will continue its policy of providing lunch at no cost to the cafeteria employees.

Section 7 - If the Director of Food Service requires employees to attend a course, the employee shall be paid at their hourly rate for their time in attendance. The district will pay the cost of a required course.

ARTICLE 16
WORKING CONDITIONS

Section 1 - The Association and the Board agree to work to provide safe and sanitary working conditions for all employees in the bargaining unit.

Section 2 - Employees will not be required to do District laundry unless the proper facilities are provided.

Section 3 - Any case of assault upon an employee shall be promptly reported to the employer. If needed, the employer will provide assistance to the employee with control and discipline of students in the assigned work area.

Section 4 - When schools are closed to students due to inclement weather or the opening otherwise prevented by an Act of God, the following shall apply: If employees receive prior notification of the school closing, they shall receive no pay for that day. If employees fail to receive prior notification and report to work, they shall be paid for time worked or a minimum of two (2) hours, whichever is greater. If a meal is served, the employee shall receive full pay for that day.

Section 5 - Uniforms - All employees shall be required to report for work in the uniform currently provided by the District, or as mutually agreed upon.. The District shall provide to each employee on his/her first day of work each year three (3) new aprons and shirts.

ARTICLE 17
EVALUATIONS

All employees shall receive at least one formal evaluation report by their immediate supervisor by March 1st . Observation of the work performance shall be conducted openly. Formal evaluation reports shall be presented to the employee by the author of the report. A conference between the evaluator and the employee shall follow within five (5) working days following the presentation of the evaluation to the employee. If there are areas addressed in the evaluation that require improvement, the supervisor will review the expectations with the employee and re-evaluate the employee no later than May 1st. Employees shall not be forced to sign a blank or incomplete evaluation form. The completed evaluation report shall be signed by the evaluator and the employee and become a part of the personnel record. The employee shall receive a copy of the evaluation report. Signature of the employee signifies that the material has been read and is to be filed. It does not necessarily indicate agreement with the content, nor does the refusal to sign prevent the materials from being placed, and remaining in the file. An employee may attach comments to the evaluation report. It is understood that final authority for the evaluation of employees rests with the Superintendent or designee.

ARTICLE 18
SAVINGS CLAUSE

If any provision of this Agreement or application to any employee or group of employees shall be contrary to law, then such provision or application shall not be deemed to be valid and subsisting except to the extent permitted by law, but all other provisions or application will continue in full force and effect.

ARTICLE 19
DISCIPLINARY PROCEDURES

Section 1 - It is recognized that school employees serve the public and they are expected to follow the rules and regulations of work performance and personal conduct, to work well with their fellows, and to do things that contribute to good job performance and reaching the goals of the district. When behavior departs from the standards set by the district the need for disciplinary action arises.

Section 2 - All disciplinary actions shall be consistent with the infraction for which disciplinary action is being applied.

Section 3 - All suspensions and discharges must be stated in writing with the reason stated and a copy given to the employee and the Association at the time of suspension or discharge.

Section 4 - Disciplinary actions shall normally follow this order. However, discipline may be taken out of order depending on the severity of the infraction.

(a) a verbal warning (a written record of the verbal warning will be dated and signed by the employee to acknowledge receipt only and maintained by the Director of Food Services in a file separate from the employee's personnel file.)

(b) a written warning

(c) suspension without pay

(d) discharge

Section 5 - An employee may be suspended or discharged for, but not limited to, the following reasons:

(a) misconduct during employment;

(b) incompetence or inefficiency;

(c) failure to perform assigned duties;

(d) disobedience of a supervisor;

(e) intoxication while on duty;

(f) failure to observe rules and regulations established by the School Board and/or the administration;

(g) conviction of a felony;

(h) incompatibility with other employees;

(i) unauthorized absence from duty

Section 6 - No employee shall be disciplined or discharged without a just cause.

Section 7 - The personnel record of any employee will be cleared of written reprimands after a period of one (1) year from the date of the reprimand for infractions that are not listed in Article 19, Section 5, and a period of two (2) years from the date of the reprimand for infractions that are listed in Article 19, Section 5, provided there are no

similar infractions committed during the intervening period. The personnel record of an employee will be cleared of suspension notices after a period of three (3) years from the date of suspension, provided there are no similar infractions committed during the intervening period.

ARTICLE 20
MANAGEMENT CLAUSE

Section 1 - The Board subject only to the language of this agreement reserves to itself full jurisdiction and authority over matters of policy and retains the right in accordance with the applicable laws and regulations to direct and manage all activities of the School District.

Section 2 - The parties understand that neither the Board nor the Superintendent may lawfully delegate powers, discretion and authority which by law are vested in them and this agreement shall not be construed so as to limit or impair their respective statutory powers, discretion and authorities.

ARTICLE 21
ZIPPER CLAUSE

Section 1 - It is understood that both parties have had an opportunity to make proposals on all negotiable issues during negotiations and that this written Agreement reached as a result represents the total of all understandings between the parties for the contract term.

Section 2 - This Agreement may not be altered, changed, or added to, deleted from or modified except through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

ARTICLE 22
DURATION

The Agreement shall be in effect from July 1, 2009 through June 30, 2012 . The monies needed to fund this Agreement in each year of its term must be appropriated at an annual school district meeting duly warned for that purpose. Should an annual meeting fail to appropriate all the monies necessary to fund this Agreement in any give year of its term, then and in that event either party may reopen negotiations on all or part of the entire Agreement, and this Agreement shall be deemed expired at the end of the term for which monies have been appropriated.

IN WITNESS WHEREOF, the parties have executed this agreement on this 9th day of June, 2009.

SALEM ASSOCIATION OF FOOD SERVICE PERSONNEL	THE SALEM SCHOOL BOARD
BY: Linda Moreau	BY: Patricia M. Corbett
BY: Linda M Jackson	BY: Peter A Moy
BY: Linda S Martin	BY: [illegible]
BY: Pamela Quigley	BY: Pamela [illegible]
BY: Kelly Shamma	BY: [illegible]

APPENDIX A - COST OF LIVING INCREASE

WAGE SCALE 2009-2010

2.75% Increase over the 2008-2009 rate

Position	Hire	12 Month	24 Month	36 Month
Manager *				$16.19
Cook	$10.79	$11.78	$12.99	$14.18
Worker/Cashier	$10.17	$10.84	$11.63	$13.12
Server	$8.88	$9.48	$10.17	$11.48

WAGE SCALE 2010-2011

2.75% Increase over the 2009-2010 rate

Position	Hire	12 Month	24 Month	36 Month
Manager *				$16.64
Cook	$11.09	$12.10	$13.34	$14.57
Worker/Cashier	$10.45	$11.14	$11.95	$13.48
Server	$9.12	$9.74	$10.45	$11.79

WAGE SCALE 2011-2012

2.75% Increase over the 2010-2011 rate

Position	Hire	12 Month	24 Month	36 Month
Manager *				$17.10
Cook	$11.39	$12.43	$13.71	$14.97
Worker/Cashier	$10.74	$11.44	$12.28	$13.85
Server	$9.37	$10.01	$10.74	$12.12

* Refer to side-bar agreement

Longevity:

The district will pay a stipend to full-time employees who have maintained continuous service
through June 30th of the current year. Part-time workers are not eligible for longevity. Payments for longevity shall occur in June of each year. The stipend is as follows:

After 2 years continuous employment: 1 weeks pay
After 10 years continuous employment: 2 weeks
pay

APPENDIX B – INSURANCE

Health and Dental Insurance – District Contribution

The Board shall offer the following annual contributions toward the premium of a health plan currently offered to the Salem School District through Health Trust's cafeteria of offerings. The employee is responsible for balance of the premium through bi-weekly payroll deductions.

Health

Employees working 30 or more hours/week:

2009 – 2010: Increase in the district cap will be based on the average increase by plan type in 2008-2009.
2010 – 2011: Increase in the district cap will be based on the average increase by plan type in 2009-2010.
2011 – 2012: Increase in the district cap will be based on the average increase by plan type in 2010-2011.

Employees working 20-29 hours per week:

2009 – 2010: Increase in the district cap will be based on the average increase by plan type in 2008-2009.
2010 – 2011: Increase in the district cap will be based on the average increase by plan type in 2009-2010.
2011 – 2012: Increase in the district cap will be based on the average increase by plan type in 2010-2011.

If the premium for the health insurance plan of choice is less than the maximum district contribution, then the premium amount will be the maximum paid by the district.

Dental

The Board shall offer the following annual contributions toward the premium of a dental plan currently offered to the Salem School District through Health Trust's cafeteria of insurance offerings.

Employees working 30 or more hours/week: 78% of the premium

Employees working 20-29 hours per week: 55% of the premium

Regardless of the dental insurance plan selected, the Salem School District's contributions are capped at the single rate in accordance with the above information.

The employee is responsible for the difference between the premium and the district contributions.