
MASTER COLLECTIVE BARGAINING AGREEMENT

between

CONCORD SCHOOL DISTRICT

and

FOOD SERVICE (UAW 2322)

July 1, 2021 – June 30, 2024

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I. CONTRACT

This Agreement, made and entered into between the Concord School District (the District) and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) and its Food Service Unit, Local 2322 (Local 2322) (together, the Union) shall be in force for the years beginning July 1, 2021 and ending June 30, 2024. The Agreement will be renewed annually unless one of the parties has notified the other in writing at least sixty (60) days prior to the expiration date of any such period that it will not accept renewal.

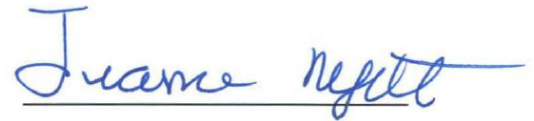
CONCORD SCHOOL DISTRICT



Jim Richards
School Board President

Date: July 21, 2021

FOOD SERVICE (UAW 2322)



Fran Wyatt
Unit Chair

Date: July 20, 2021

FOOD SERVICE (UAW 2322)



Kevin Boutin
Servicing Representative

II. RECOGNITION

a. Definitions

- i. "Employee(s)" includes all personnel working in the bargaining unit as defined in Article II. Recognition, Section c. Representative.
- ii. "Temporary Employees" includes all personnel hired by the District on a temporary basis for a period of six months or less. The District reserves the right to hire temporary employees for six months or less who shall not become members of the bargaining unit. The District may also hire replacement employees for a defined period of employment in accordance with Article VII, Section g.
- iii. "Full time Employees" includes all employees scheduled to work thirty (30) hours or more per work week
- iv. "School" means any work location.
- v. Words in the singular in this Agreement shall be considered to include the plural if the context requires.

b. Discrimination

- i. The District and the Union agree that they will not discriminate against an employee on the basis of race, color, creed, religion, sex, sexual orientation, age, disability, national origin, or marital status.

c. Hours of Work

- i. The normal workweek will be Monday through Friday.

d. Management Rights

- i. The Union agrees that, subject to the express provisions of this Agreement, the supervision, management and control of the District's business and operations, in all its phases and details, including those matters defined by [RSA 273-A](#) as being "managerial policy within the exclusive prerogative of the public employer, or confided exclusively to the public employer by statute or regulations adopted pursuant to statute," are exclusively vested in the District and its designated agents. The District and its agents shall have jurisdiction over all matters concerning the management of the Concord School District, including, but not limited to, the functions, programs and methods of the District, including the use of technology, and the direction and number of personnel.
- ii. The Union agrees to provide a list of elected officials to the Director of Human Resources by September 30th of each year.

e. Representative

- i. The District recognizes the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) as having been certified by the New Hampshire Public Employees Labor Relations Board (PELRB) as the exclusive bargaining representative of the bargaining unit consisting of Head Cooks, Cook Assistants, Cook Assistants/Cashiers, Assistant Head Cooks, Permanent Food Service Substitutes, and Food Service Substitutes that are employed by the Concord School District as certified by the PELRB in Case No. E-0176-1 on May 4, 2015. The District has sole discretion in its management of both the Permanent Food Service Substitutes and the Food Service Substitutes.

f. Separability

- i. The provisions of this Agreement are severable, and if any provision is found to be unlawful by any court of competent jurisdiction for any reason, it shall not affect the validity or enforceability of the remaining provisions of the Agreement. The District and the Union agree to meet to consider a substitute for the invalid provision.

g. Union Rights

- i. It is recognized that the negotiations for, and administration of, this Agreement entail expenses which appropriately should be shared by all employees who are beneficiaries of the Agreement. Although it is agreed that union membership is not a mandatory condition of employment, any employee in the bargaining unit who does not join the Union is expected to execute an authorization for the deduction of a "Representation Fee" which shall be a sum equivalent to the membership dues and assessments required to be paid by the members of the Union as the cost of administering the provisions of this Agreement. Upon receipt of such authorization, the District agrees to deduct said fee from the employee's wages and transmit it to the Union. As of the signing date of this agreement, the above provision has been determined to be unlawful. Should there be any changes to State and/or federal law that would render this language legal, the language shall be immediately reinstated and fully enforced.
- ii. The District agrees to deduct unit dues, reinstatements and initiation fees from the wages of the employees who are members of the bargaining unit upon receipt of a signed authorization from those employees to deduct and transmit said amounts to the Union. The authorization will be in writing on the form attached as Exhibit A to this Agreement.
- iii. The Union shall provide the District with a list, in writing, of the affected employees and the amount to be deducted for each employee. The Union shall also certify to the District, in writing, the current rate of the dues referred to in Article II, Section i and ii. The Union agrees to provide the District with written

notice thirty (30) days prior to the first payday in September of any changes in the rate of its dues.

- iv. Deductions referred to in Article II, Section i and ii shall begin on the first pay day of September of each year, as long as the District has received the employee's authorization form by June 1 of each year. Exceptions may be made for new employees. Deductions will be made on a biweekly basis.
- v. The Union shall indemnify and save the District harmless against any and all claims, demands, lawsuits or other forms of liability that may arise out of or by reason of action taken by the District in making payroll deductions of Union dues, representation, reinstatement or initiation fees made pursuant to the provisions of this Article.
- vi. The Union may be present at all new employee orientation sessions to explain the dues deduction arrangement between the District and the Union and to afford new employees the opportunity to sign authorization forms. The Union shall be notified of all new hires at the start of the probationary period. Upon completion of the probationary period written notice shall be given to the Union Chairperson within 5 days so that the Union may meet with a new employee to discuss the Union and the collective bargaining agreement.
- vii. The Union shall be represented by a Union Committee composed of three (3) members and two (2) alternates who shall be employees of the District. The alternates shall serve only when members of the Union Committee are unavailable.
- viii. The processing of grievances, contract negotiations and other meetings between the District and the Union Committee shall take place at reasonable times on school property.
- ix. The Union may post notices of its activities and matters of concern on staff bulletin boards. Bulletin boards are located in each school and the Central Office. No notices shall be posted in the schools except on such bulletin boards. No Union notice shall be posted until it has been signed by the President or Secretary of the Local Union or the Food Service Workers Unit Chairperson of Local 2322. The Union may also use the District mailbox system. The Union may also post notices and make use of the District's e-mail system, with the understanding that such use must be in accordance with all applicable laws and District policies, and that no right of privacy shall be expected by any user of the District e-mail system.
- x. The District will provide an order form for each new employee to order five (5) sets of uniforms including shirts, aprons, and two (2) hats. Each year, the District will replace worn-out shirts, aprons, or hats at the District's expense. The order form must be returned to the Food Service Director by no later than the last Friday prior to students leaving for the next school year.

- x. The District will provide each employee with a copy of this Agreement. Thereafter, the cost of printing copies of the Agreement will be shared equally between the District and the Union.
- xii. The District agrees to deduct specified amounts in accordance with District payroll deduction rules from the wages of employees and to deposit those amounts in the employee's account at any of the banks or credit unions designated as available for automatic deposit by the District upon receipt of a signed authorization from said employee to deduct and transmit those amounts to the specified bank or credit union. The authorization must be in writing on a form established by the Concord School District.
- xiii. At any District wide meeting of food service employees, the Union shall be given the opportunity to distribute reports and announcements, provided that such activity is scheduled by the District or its agents, and that such activity does not interfere with the orderly conduct of the District's business.
- xiv. At the beginning of every school year, the Union will be credited with thirty (30) hours to be used by employees who are officers of the Union. Such use, with pay, will be at the discretion of the Union and shall not be for less than one hour, and the Director of Human Resources will be notified no less than twenty-four (24) hours prior to the use of such time. This time will not be treated as time described in [RSA 273 A:11, II](#)
- xv. In the event the Superintendent of Schools calls for a school District closure due to inclement weather, and the day is not made up at the end of the school year, the District will make an effort to schedule a professional development day or other activity that would give members an opportunity to work. If offered, attendance for this activity would be considered voluntary.

III. HIRING AND LAYOFFS

a. Filling of Vacancies

- i. A Notices of all new or vacant food service positions contemplated beyond a period of thirty (30) days shall be posted on the staff bulletin board for a minimum of five (5) working days. A copy of the notice will also be mailed to the Food Service Workers Unit chairperson of Local 2322. Notices shall include a classification, title, accurate and complete job description, a list of qualifications, salary, the name and location of the school, starting date, weekly work schedule, shift and posting date.
- ii. Interested non-probationary employees shall have the opportunity to apply for such new or vacant position(s) in accordance with this Section. Any non-probationary employee shall have the right to an interview for the new or vacant position(s) if that employee submits a written request not later than ten (10) workdays after the date the position is posted.

- iii. Any non-probationary employee who applies for such new or vacant position(s) and is selected to fill the new or vacant position(s) must accept and work the weekly work schedule posted for the new or vacant position(s).
- iv. New or vacant position(s) will be filled by non-probationary employee provided:
 - 1. He/she submits a written application within five (5) days after the date the position is posted, and
 - 2. He/she is the most qualified candidate for the position among the pool of qualified internal and external candidates.
- v. Where two or more employees are equally qualified, the senior employee will be awarded the position. If newly hired employees shall be placed on a six (6) month probationary period of employment. For the first ninety (90) calendar days of the probationary period, newly hired employees shall not receive health insurance and leave benefits as specified in this Agreement. If the individual hired is currently an employee of the District and member of the bargaining unit on contract and in good standing, with more than sixty (60) days of employment, the probationary period described above shall not apply. If at the end of the six (6) month probationary period the employee's performance is rated as unacceptable, then the employee shall be terminated without regard to the evaluation procedures described above. If the employee is rated acceptable, then he/she will be given a contract and benefits in accordance with this Agreement for the balance of the work year and shall receive leave benefits in accordance with this Agreement retroactive to their date of hire.

b. Replacement Employees

- i. If no qualified substitute agrees to assume the duties and schedule of an employee on a leave of absence, the District may hire replacements for bargaining unit members who are on leaves of absence for a defined period of employment only. It is understood that said replacement employees shall be considered temporary workers for up to six (6) months of their employment as defined in Article II, Section a, ii. Thus, replacement workers shall not be considered bargaining unit members and shall not receive benefits during that six (6) month period. Thereafter, replacement employees shall be provided with benefits in accordance with this Agreement for the duration of their employment or of the defined period of their employment, whichever is shorter.
- ii. The termination of employment of a replacement employee, whether at any time after the six (6) month period of temporary employment or at the conclusion of his or her defined period of employment, shall not be considered a lay-off and the lay-off procedure in Article 22 of this Agreement shall not apply to a replacement employee whose employment has been terminated.

- iii. A substitute who assumes the duties and schedule of an employee on a leave of absence will maintain his or her status as a substitute pursuant to the terms of this Agreement and shall not be considered a replacement employee.
- iv. If a substitute who has assumed the duties and schedule of an employee on a leave of absence is, as a result of his or her assumed responsibilities during the leave of absence, either (1) called into work at a time other than his/her scheduled shift or (2) called into work for an activity which was not regularly scheduled as part of his or her work week and does not qualify as a "call in" pursuant to Article IV, Section b, v, that substitute shall be eligible for payment in accordance with Article IV, Section b, v, vi of this Agreement.
- v. Employees other than substitutes who assume the duties and schedule of an absent employee shall, from the first day of said absence and for all consecutive work days thereafter in said leave of absence, be paid at his/her own rate or at his or her current step in the wage classification of the assumed position, whichever is higher.
- vi. A substitute who assumes the duties and schedule of an employee on a leave of absence of undetermined length shall, beginning on the sixth (6th) consecutive work day and for all consecutive work days thereafter in said leave of absence, be paid at his/her own rate.
- vii. A substitute who assumes the duties and schedule of an employee on a leave of absence known to be of more than five (5) consecutive work days in length shall, from the first day of said leave of absence and for all consecutive work days thereafter in said leave of absence, be paid at his/her own rate.

c. *Reduction-In-Force (layoffs)*

- i. In the event of a lay off for any reason, employees shall be laid off in the following order by seniority within each group:
 - 1. Probationary part-time employees
 - 2. Probationary full-time
 - 3. Permanent part-time employees
 - 4. Permanent full-time employees
- ii. Employees shall be recalled from lay off to classifications for which they are qualified according to seniority. The District shall consider laid off employees to be on the recall list until May 1 following the original lay off. Employees may remain on the recall list so long as they notify the Director of Human Resources each subsequent year on or before May 1 that they want to remain on the list to be considered for recall.

- iii. When a position becomes available for recall, the District will notify eligible employees by certified mail at the employee's last known address. The employee must notify the Director of Human Resources within five (5) work days after receiving the notice of recall of his/her intention to return to work. Failure by the employee to so notify the District shall be considered a decision not to accept the recall.
- iv. It is the responsibility of the employee to immediately notify the Director of Human Resources of any changes in mailing address during the period of lay off. The District shall have fulfilled its obligation under this Section by mailing the recall notice to the employee's last known address by certified mail.
- v. The District will notify the Union of all job eliminations.
- vi. In the event of a planned reduction in hours from one school year to the next or the elimination of a position, the District will advise the Union and all employees in the affected classification of the planned reduction or elimination. If, within the affected classification, an employee has his or her hours reduced or position eliminated and that employee has more seniority than another employee, the Food Service Director will reassign that employee within the same classification. The Food Service Director will assign that employee to assure that the reassigned employee maintains as many of their previously scheduled hours per week as possible.

IV. WAGES AND REIMBURSEMENTS

a. Salary Schedule

- i. The wage scale of all employees covered by this Agreement is set forth in the attached Appendix A.
- ii. As a percentage increase to the base salary scale, the following are in effect for this contract period:

Year 1 (2021-2022)	1.75%
Year 2 (2022-2023)	3.00%
Year 3 (2023-2024)	2.75%.

b. Overtime

- i. Overtime is authorized work performed during time worked in excess of forty (40) hours per work week.
- ii. Actual hours worked will constitute "time worked" for the purpose of determining the time worked in excess of the forty (40) hours per work week required to establish eligibility for overtime compensation.

- iii. Overtime shall be compensated at one and one half (1.5) times the employee's regular rate of pay. An employee who is required to work overtime on Saturday will be paid one and a half times his/her regular rate of pay. An employee who is required to work overtime on a Sunday will be paid twice his/her regular rate of pay.
- iv. Overtime shall be distributed by the Food Service Director first to employees assigned to the school where the overtime work is needed. Overtime assignments will be on a voluntary basis except in cases of emergency or in a case where the number of volunteers is inadequate to carry out orderly departmental operation.
- v. Any employee, excluding substitutes, who is "called in" to work at a time before his or her regular scheduled shift with less than eight (8) hours notice and who works the requested time shall be paid at one and one-half times their normal hourly rate for actual time worked up to the start of their normal schedule.
- vi. If an employee, excluding substitutes, is called into work for an activity which was not regularly scheduled as part of his or her work week and which does not qualify as a "call in" pursuant to Article IV, Section b, v, said employee shall be paid a minimum of two (2) hours. It is the expectation of the District that employees of the bargaining unit will make themselves available for overtime in emergency situations and on an as needed basis. The District will provide cell phones and pagers to certain employees to facilitate communication and availability in the event of an emergency without restricting the employee's ability to engage in alternative activities when they are not at work in the District. Overtime is defined as authorized work in excess of forty (40) hours in one week. Paid holidays, vacation, and bereavement time shall count as hours worked. Employees shall be paid one and one-half (1.5) times their hourly rate of pay for all hours worked in excess of forty (40) in one week. Work performed on Sunday shall be paid at twice their hourly rate of pay.

c. Premium Pay

- i. All catering work performed on Saturday and school vacations shall be paid at a rate of time and one half (1.5) for a minimum of two hours. An employee who is asked to perform catering work on any Sunday during the calendar year will be paid at a rate of two (2) times his or her regular pay, for a minimum of two hours.

d. Bonus Days

- i. Bonus pay will be awarded as set forth in this Section to any employee who uses fewer than two (2) accrue per bonus pay period during the school year. The two bonus pay periods will run from August 15 through January 31 and from February 1 through the end of the school year. All bonus pay shall be at the employee's regular rate of pay at the time of the bonus pay distribution.

If only use...sick days	then earn...bonus pay
00.00	2.0
½ Day or Less	1.5
1 of Less	1.0
1 ½ or Less	0.5

- ii. Bonus pay shall be issued in the last pay period in February and the last pay period in June based on the employee's use of sick days in the prior bonus pay period. If an employee has used no sick days during either of the bonus pay periods for the school year, the employee will be paid a stipend of one hundred (\$100) dollars. Employees who use any sick days during the year, except as provided in Article IV, Section i, iii, shall not get the additional one hundred (\$100) dollar stipend, even if they are eligible for bonus day pay under the terms of this Article and Section.

e. Longevity Payments

- i. For the 2021-2022 school year, a bonus for length of service shall be paid to those employees who have satisfied the service requirements set forth herein by July 1 of each year. Payment shall be made in whole in the first paycheck in December.

- 1. After completing ten consecutive years of service \$ 900
- 2. After completing twenty consecutive years of service \$1,250

- ii. Beginning in the 2022-2023 school year, a bonus for length of service shall be paid to those employees who have satisfied the service requirements set forth herein by July 1 of each year. Payment shall be made in whole in the first paycheck in December.

- 1. After completing five consecutive years of service \$ 500
- 2. After completing ten consecutive years of service \$1,000
- 3. After completing fifteen consecutive years of service \$1,300
- 4. After completing twenty consecutive years of service \$1,600

f. Certifications

- i. Head Cooks will be required to attend *ServSafe* sanitation and safety workshops provided by the District. All Head Cooks are required to pass and hold *ServSafe* certification. Other Food Service employees may attend workshops by the District. The cost of all District-sponsored *ServSafe* certifications and workshops for Head Cooks shall be paid by the District once every five (5) year period. If a Head Cook attends a *ServSafe* workshop and fails to receive proper certification the Head Cook will be responsible for obtaining the *ServSafe* certification at their expense. All Food Service employees are required to attend one annual professional development workshop provided by the District. If the District requests that an employee attend a work-related workshop, the employee will

not be required to expend his/her own funds for registration costs related to said workshop.

- ii. Obtaining ServSafe certification is optional for all Food Service Assistants.

g. Meals

- i. Each Food Service employee who works five (5) or more consecutive hours per day is entitled to one unpaid thirty-minute (30) lunch break/~~meal~~ per scheduled workday at a time designated by the Head Cook. They are also entitled to a paid fifteen-minute (15) break. Employees who work less than five (5) consecutive hours per day are entitled to one (1) unpaid 15-minute break. All Food Service employees are entitled to one (1) lunch meal per workday, at no charge. Any food items consumed in addition to the lunch meal will be charged to the employee. All meals must be ~~charged~~ recorded.

h. Mileage

- i. If requested by the District to use his/her personal vehicle in the course of employment, the employee will be reimbursed for mileage at the District's mileage reimbursement rate.

i. Paid Holidays

- i. All employees shall be granted the following six (6) holidays with pay, provided the day falls within the employee's contracted work year: Labor Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day and Memorial Day. All employees who are contracted to work 30 hours or more per week, shall be granted the following six (6) additional holidays: Columbus Day, Veteran's Day, two days during the Christmas break (not including Christmas Day), Martin Luther King Day, President's Day (observed on the first Monday of February break). Employees shall be paid for the number of hours they would have normally worked on that day if school were in session. If the employee would not have normally been scheduled for that day, no paid holiday will be granted.
- ii. Employees who have signed a Summer Work Agreement will also be granted the Fourth of July holiday with pay provided that the day falls on a normally scheduled workday within the Summer Work schedule. The actual day scheduled for the Fourth of July holiday will be defined by the District's summer program calendar. Employees shall be paid for the number of hours they would have normally worked on that day pursuant to their Summer Work Agreements. If the employee would not have normally been scheduled for that day under his or her Summer Work Agreement, no paid holiday will be granted.
- iii. Other days will be paid with sick/emergency/personal time when school is not held due to formally declared states of emergency. In order to be paid, the

District must receive a waiver from the Department of Education authorizing the day does not need to be made up at a later point in time during the school year.

- iv. Actual days off will be defined by the school calendar. If a holiday occurs when school is in session, employees will be given an alternate floating holiday designated by the District. If a holiday falls on a weekend, the District shall designate an alternate day for that holiday. If a holiday falls on a Saturday, Friday will generally be the designated holiday. If the holiday falls on a Sunday, Monday will generally be the designated holiday.
- v. An employee who is required to work on a holiday as defined in Article IV, Section I will be paid twice his/her standard wage rate.

j. Personal Property

- i. The District will reimburse an employee up to \$200 to cover the deductible for noninsured loss and/or damage to the employee's automobile per incident on school property. The District retains the right to determine the responsibility for damages done.

V. INSURANCE BENEFITS

a. Eligibility

- i. Health, dental, disability, and life insurance benefits become available to employees who are scheduled to work thirty (30) or more hours per week as provided in Article 16 following completion of the probationary period.

b. Health

- i. The District will offer employees who were eligible for benefits pursuant to Eligibility (Article V, Section a.) prior to July 1, 2006 one medical benefit plan: Consumer-Driven Health Plan (CDHP) single, two person or family.
- ii. The District will offer employees who became eligible for benefits pursuant to Eligibility (Article V, Section a.) after July 1, 2006 a single membership in one medical benefits plan: Consumer-Driven Health Plan (CDHP). The CDHP benefit summary is in Appendix B.
- iii. Eligible employees who elect to enroll in the CDHP Plan will contribute the following toward the plan:
 - 1. For those hired before July 1, 2015, the District will contribute 90% and the bargaining unit member will contribute 10% of the annual cost of the CDHP Plan subscribed to by the bargaining unit member in accordance to Article V, Section b, ii.

2. Those hired after July 1, 2015, the District will contribute 80% and the bargaining unit member will contribute 20% of the annual cost of the CDHP plan subscribed to by the bargaining unit member in accordance to Article V, Section b, ii.
 3. Current employees who are not now eligible but become eligible during the term of this agreement will contribute 20% of the annual cost of the CDHP Plan and the District will contribute 80% in accordance to Article V, Section i.
- iv. Excise ("Cadillac") Tax: In the event that the health insurance plan under this agreement is projected to trigger the so-called "Cadillac Tax", the parties agree to exchange proposals limited only to identifying a health insurance plan that complies with the Affordable Care Act (ACA) and that does not result in the imposition of the "Cadillac Tax". The parties acknowledge that coverage and benefits available under the plans they propose may modify and/or reduce coverage and benefits currently available. If the parties are not able to agree on one of these two proposed plans, the plans will be submitted to binding arbitration with a mutually acceptable arbitrator. In the event the parties cannot agree on an arbitrator, the NH Public Employees Labor Relations Board (PELRB) will select. After hearing from both parties, the arbitrator will choose one of the two proposed plans and that plan will be implemented. The District agrees to continue to contribute the same percentage rate of the yearly premium cost for the single or 2-person plans.
 - v. The employee's contribution for medical benefits will be provided through payroll deduction in equal installments though the individual employee's elected pay periods. The District shall file with the Internal Revenue Service to qualify these medical benefit contributions as pre tax deductions pursuant to Section 125 of the Internal Revenue Code. As early as possible, but not later than January 1, 1995, the District will file with the Internal Revenue Service to qualify all other allowable benefit contributions as pre tax deductions pursuant to Section 125 of the Internal Revenue Code.

c. Wellness Program

- i. A wellness program will be offered as an element of medical benefits regardless of the specific plan chosen by the employee. Employees may participate in the wellness program.

d. Declination Payment

- i. The District will pay the following amounts to employees eligible for health insurance who, during each open enrollment period, decline health insurance for the subsequent plan year and provide proof of health insurance coverage from a source other than the District:

1. \$700 to an employee eligible for a single plan
 2. \$1,000 to an employee eligible for a 2-person plan
- ii. One-half of the declination payment will be made in the last pay period in December, and one-half will be paid in the last pay period in May of each year.

e. Dental

- i. The District will provide for a single, two person or family Delta Dental Plan A, B and/or C in accordance with the schedule attached as Exhibit E for each employee who is scheduled to work thirty (30) hours or more per week.

f. Disability

- i. The District will purchase long term disability and accident insurance coverage on all employees who are scheduled to work thirty (30) hours or more per week. Disability coverage will provide 66.6% of basic monthly earnings, subject to the terms of the District's policy (Appendix D).

g. Life

- i. The District will pay for \$30,000 of term life insurance for each employee who is scheduled to work thirty (30) hours or more per week. The amount of life and accidental death and dismemberment insurance reduces to 67% at age **70** and to 50% at age **75**. The life and accidental death and dismemberment insurance coverage cancels at the time of separation from employment with the District. The employee shall designate the beneficiary of this insurance.

VI. PROFESSIONAL DEVELOPMENT

a. Educational Incentive

- i. The District agrees to reimburse employees for expenses incurred for courses and workshops which are work related and approved in advance in writing by the Food Service Director or Director of Human Resources or designee up to \$1,500 for each year for the entire bargaining unit. An employee may request of his/her supervisor the opportunity to attend work related workshops. The Food Service Director shall make employees aware of any workshop opportunities s/he is aware of in a timely fashion.

VII. LEAVES

a. Bereavement

- i. After completion of the probationary period, employees shall be entitled to time off with pay for the purpose of attending funerals for members of their immediate family up to three (3) days for each occurrence. Pay shall be based on the employee's regular rate per day for any regularly scheduled work day within

said three day period. No absence shall be excused for this purpose where the employee does not attend the funeral of the deceased. An employee may utilize sick leave to attend other funerals.

- ii. For the purposes of Article VII, Section a, "immediate family" shall include the employee's parents, spouse, mother and father in-law, children, sisters, brothers, step-children and step parents.
- iii. In the event that a death occurs during an employee's summer leave for which the employee would otherwise utilize bereavement leave, the employee may submit a written request to the District to have the days charged to bereavement leave rather than Summer Leave. Exceptions may be made at the discretion of the Director of Human Resources or designee.

b. Childbearing

- i. After completion of the probationary period, a paid leave of absence of up to eight (8) calendar weeks may be granted to an employee for the purpose of childbearing. Days of paid leave shall be deducted from sick leave and the total number of paid leave days granted under this Section A shall be limited to the number of days of sick leave the employee has accrued. Employees who wish to take such leave shall notify the Director of Human Resources or designee in writing as soon as practical, but in no event later than sixty (60) days prior to the date a leave is to commence, except in the case of a medical emergency.
- ii. After completion of the probationary period, a leave of absence of up to one (1) year without pay shall be granted to an employee for the purpose of child rearing. Employees desiring such leave shall notify the Director of Human Resources or designee as soon as practical, but in no event later than sixty (60) days prior to the date a leave is to commence, except in the case of a medical emergency.
- iii. An employee who takes a child rearing leave shall be returned to a position comparable to the position formerly held. If the leave has been for six (6) months, or less, there will be no reduction in pay or seniority and all rights and seniority shall be received as if the employee had been actively employed during the leave. If the leave is longer than six (6) months all rights shall be reinstated, except that experience level credit will not be given for leave time. An employee may pay the cost of his/her insurance coverage in order to remain on the group plan while on leave, except as may otherwise be required by the Family and Medical Leave Act for any portion of the leave which may be covered by that Act. Sick leave will not accrue during an unpaid leave of absence, regardless of the length of the leave.
- iv. In the event an employee is unable to return to work once all granted leave has elapsed, the employee shall provide a physician's note regarding her inability to return to work. The District may then continue the employee's leave as sick leave,

if the employee has any accrued sick leave remaining, or as an unpaid health leave.

- v. Should an employee decide to terminate employment at the end of leave, the employee shall give the District notice of such intent at least thirty (30) days prior to the termination of leave.

c. Civil Leave

- i. After completion of the probationary period, an employee shall be given time off without loss of pay or Summer Leave when lawfully called to serve on jury duty or subpoenaed to appear before a court, public body or commission. Satisfactory evidence of such service must be submitted to the employee's supervisor.
- ii. An employee who is lawfully subpoenaed or requested to serve on jury duty will receive his/her regular pay from the District. An employee who receives compensation for jury duty or as a result of such subpoena will remit such compensation to the District. The employee is allowed to keep any reimbursement for mileage as a result of serving on jury duty.

d. Military Leave

- i. After completion of the probationary period, any employee who is a member of any reserve component of the armed forces of the United States or of this state shall upon request be entitled to no more than ten (10) work days leave of absence in any twelve (12) month period for the purpose of engaging in military drills, training or other temporary duty under military or naval authority. Reserve military duty shall not be deducted from Summer Leave.
- ii. An employee who is on reserve military leave will receive his/her regular pay from the District. An employee who receives compensation for military duty shall remit such compensation to the District.
- iii. Extended military leaves shall be granted without pay and return to work shall be in accordance with applicable laws.

e. Sick Leave and Personal Obligation/Emergency Leave

- i. During the first twelve (12) months of employment, employees who have completed the probationary period and are scheduled to work thirty (30) or more hours per week shall earn one (1) sick leave day for every month worked. Employees may accrue up to ten (10) sick leave days during their first twelve (12) months of employment with the District.
- ii. After completing twelve (12) months of employment, employees who are scheduled to work thirty (30) or more hours per week shall earn one (1) sick leave day for each pay period worked until the maximum of eleven (11) days has been

earned during the contracted school year. Employees may accrue up to eleven (11) days of sick leave per year accruable to a maximum of 90 days.

- iii. Sick leave is only earned based upon time actually worked. Sick leave will not accrue during leaves of absence. Employees shall be paid for sick leave based upon the number of hours they would have normally worked on that day.
- iv. All employees shall receive an accounting of their accumulated sick leave time on each paycheck stub.
- v. An employee may utilize accumulated sick leave for the actual illness, injury or disability of the employee or his/her immediate family, or to attend doctor or dental appointments.
- vi. All non-probationary employees shall be awarded two (2) non-accruable personal/emergency days at the beginning of each contract year to be used for personal reasons during that contract year. There shall be no accumulating or carry over. Personal obligation days are for obligations of such a personal nature that it is essential for an individual to be absent from his or her duties. To the extent possible, personal commitments will be scheduled around the employee's work schedule. Personal days will not be taken for monetary gain or to simply have a day off from work. Personal days are not to be used to extend a weekend or school vacation.
- vii. The parties recognize that emergencies may occur from time to time that require the absence of an employee from his or her customary employment responsibilities within the District. Emergency days are to be used for something that is of a serious, compelling nature that develops suddenly, that demands immediate attention and that is beyond the control of the employee. It is something that cannot be scheduled outside of the employee's work schedule.
- viii. When such emergencies or personal obligations occur, an employee will be given time off subject to a written explanation for the emergency or personal obligation approved by the employee's supervisor. Approval will not be unreasonably withheld. Approval for personal obligation days will be requested in advance. If, in an emergency, an employee is unable to obtain prior approval, the employee will submit the written request for emergency leave on their return to work.
- ix. If the employee's supervisor does not agree that the explanation meets the intent of this section, he or she will notify the employee in writing of the reason for denial. The decision of the Supervisor is subject to the grievance process outlined in Appendix E of this Agreement.
- x. Employees are expected to schedule any personal leave to minimize time away from their scheduled employment responsibilities. Employees are expected to return to work if the emergency or personal obligation does not require that they be absent for the entire scheduled workday.

- xi. For the purposes of Article VII, "immediate family" shall include the employee's spouse; mother or father (*or one who stood in loco parentis*); or son, daughter, adopted child, foster child, step-child or legal ward under the age of eighteen or age eighteen or older if unable to care for him/herself.
- xii. If an employee will be unable to work, the employee must notify and give a reason to his/her supervisor and notify the Food Service Director as soon as possible or within at least one (1) hour before the time set for the beginning of his/her shift start. Leaving a message on a home or cell phone is adequate.
- xiii. If Summer Leave is applicable as defined in Article VII of this Agreement, and an employee becomes ill while on Summer Leave, the employee may substitute accrued sick leave for Summer Leave upon presentation of a physician's certificate of illness

f. Summer

- i. The District may elect not to run a Summer Work Program or to issue Summer Work Agreements in any year at its discretion and, in that event, no summer leave ("Summer Leave") will be awarded. However, if the District elects to have a Summer Work Program and issues Summer Work Agreements, all provisions of this Agreement shall be considered in force for employees working under a Summer Work Agreement.
- ii. If the duration of any Summer Work Program and Summer Work Agreements issued therefore exceeds twenty (20) workdays, employees who have signed a Summer Work Agreement and who have worked at least twenty (20) days will earn five (5) days of Summer Leave upon completion of the term of the Summer Work Agreement. Payment for Summer Leave days will be based upon the number of hours per day the employee was scheduled to work in accordance with his or her most recent Summer Work Agreement.
- iii. Summer Leave may be taken only on days that are not considered workdays by the District. Days worked pursuant to a Summer Work Agreement are considered work days, however, employees who wish to use Summer Leave during the term of a Summer Work Agreement must request such leave at least three (3) work days before the requested leave is to begin to enable the District to locate a substitute for that employee. In the event there is a conflict in requested leave or the District is unable to locate a substitute for an employee who requests leave during Summer Work days, the request for leave may be denied.
- iv. Catering work performed during the summer is not considered part of a Summer Work Program. The provisions in Article VII do not apply to, or become effective because of, any catering work that may be scheduled and performed during the summer.

g. Unpaid Leaves of Absence

- i. Other leaves of absence, without pay, may be granted by the Superintendent. Employees requesting such leave shall submit a written request to the Superintendent as soon as practical, but in no event later than sixty (60) days prior to the date a leave is to commence, except in the case of an emergency.
- ii. An employee on any leave authorized pursuant to the terms of Article VII, Section d shall be given a written statement of the type and duration of said leave.
- iii. An employee who takes leave shall be returned to a position which is comparable to the position formerly held. If the leave has been for six (6) months, or less, there will be no reduction in pay or seniority and all rights and seniority shall be received as if the employee had been actively employed during the leave. If the leave is longer than six (6) months, all rights shall be reinstated, except that experience level credit will not be given for leave time. Such an employee may pay the cost of his/her insurance coverage in order to remain in the group plan while on leave, except as may otherwise be required by the Family and Medical Leave Act for any portion of the leave which may be covered by that Act. Sick leave will not accrue during an unpaid leave of absence, regardless of the length of the leave.
- iv. Should an employee decide to terminate employment at the end of leave, he/she will give the Superintendent notice of such intent at least thirty (30) days prior to the termination of leave.
- v. Leaves of absence shall not be unreasonably denied.
- vi. The District agrees to grant employees unpaid leaves of absence to serve as a Union official in accordance with this Section.

VIII. EVALUATION PROCEDURE

a. Physical Examinations

- i. Physical examinations may be required by the District after a conditional offer of employment has been extended to an applicant and thereafter. An offer of employment is conditional upon the results of the physical examination. The District will be responsible for the cost of the physical examination to the extent it is not covered by insurance. Extra laboratory and x ray procedures not normally included in a routine physical will not be paid by the District.

b. Evaluation

- i. The District shall promptly notify an employee in writing of any alleged deficiencies. In the event that a deficiency could result in termination of employment, copies of any notice to the employee shall be promptly forwarded to the Union.

- ii. The District shall perform annual performance evaluations. (*See Performance Evaluation Forms – Article F*). Step increases shall be awarded only after satisfactory completion of a performance evaluation.

IX. SEPARATION & RETIREMENT

a. Severance

- i. Any bargaining unit member who leaves the District in good standing after ten (10) years of continuous service in the bargaining unit and who has given notice to the District by April 1st shall receive:
 - 1. \$6,000 for those who are contracted to work thirty (30) or more hours per week
 - 2. \$2,000 for those who are contracted to work less than thirty (30) hours per week
- ii. If a bargaining unit member with ten (10) years of service in the bargaining unit dies while employed in good standing by the District, the District shall pay the following:
 - 1. \$6,000 to a named beneficiary for those who are contracted to work thirty (30) or more per week
 - 2. \$2,000 to a named beneficiary for those who are contracted to work less than thirty (30) per week
 - 3. If no named beneficiary has been filed with the District, payment will be made to the estate of the deceased employee

b. Tax Sheltered Annuity Participation

- i. The District agrees to purchase annuities for employees in accordance with provisions of Section 403 (b) of the Internal Revenue Code of 1954, as amended from time to time. Such purchase shall be made pursuant to written application from the employee requesting an agreement with the District. Said agreement inter alia will provide for reduced payments to the employee from his/her salary. The Director of Human Resources is authorized to approve such agreements on behalf of the District and to establish the amount of the reduction which will, in turn, be remitted to an annuity program selected by the employee. The program will be for a non-forfeitable annuity account maintained under contracts qualifying under Section 403 (b) and issued by such District-approved investment providers as the employee may select. The District will provide to any employee, upon request, a list of all participating investment providers. No new investment provider may be included in this plan unless ten (10) District employees have expressed an interest in enrolling in that investment provider's portfolio.

c. *Retiree Health*

- i. For the period July 1, 2019 to June 30, 2020 only, bargaining unit members who notify the district by April 1, 2020 of his/her intent to retire, shall be permitted access to the District's health insurance plan as it exists for bargaining unit members. Upon retirement, the District shall pay 55% of the premium for a single plan with the retiree paying the remaining costs until age 65. The parties agree to adhere to the rules of the health insurance provider. For the purposes of this section of the Agreement, a 'retiree' shall be defined as an employee who is at least sixty (60) years of age at the time of retirement and has provided fifteen (15) or more years of continuous service in the bargaining unit immediately prior to retirement. The bargaining unit members must be in good standing and satisfied the terms of their contract.

X. APPENDICIES

APPENDIX A – WAGE SCHEDULE

STEP	0.00% 2018-2019 \$ -				1.75% 2019-2020 \$ -				2.00% 2020-2021 \$ -			
	I	II	III	IV	I	II	III	IV	I	II	III	IV
TS	16.51	18.07	19.63	20.28	16.80	18.39	19.98	20.64	17.13	18.75	20.37	21.04
13	16.51	18.07	19.63	20.28	16.80	18.39	19.98	20.64	17.13	18.75	20.37	21.04
12	15.99	17.42	18.98	19.63	16.27	17.73	19.32	19.98	16.59	18.08	19.70	20.37
11	15.60	17.03	18.46	18.98	15.88	17.33	18.79	19.32	16.19	17.67	19.16	19.70
10	15.34	16.64	17.94	18.46	15.61	16.93	18.26	18.79	15.92	17.27	18.62	19.16
9	15.08	16.25	17.55	18.07	15.35	16.54	17.86	18.39	15.65	16.86	18.21	18.75
8	14.82	15.99	17.29	17.81	15.08	16.27	17.60	18.13	15.38	16.59	17.94	18.48
7	14.56	15.73	17.03	17.55	14.82	16.01	17.33	17.86	15.11	16.32	17.67	18.21
6	14.30	15.47	16.77	17.29	14.55	15.74	17.07	17.60	14.84	16.05	17.40	17.94
5	14.04	15.21	16.51	17.03	14.29	15.48	16.80	17.33	14.57	15.78	17.13	17.67
4	13.78	14.95	16.25	16.77	14.02	15.21	16.54	17.07	14.30	15.51	16.86	17.40
3	13.52	14.69	15.99	16.51	13.76	14.95	16.27	16.80	14.03	15.24	16.59	17.13
2	13.26	14.43	15.73	16.25	13.49	14.69	16.01	16.54	13.76	14.97	16.32	16.86
1	13.00	14.17	15.47	15.99	13.23	14.42	15.74	16.27	13.49	14.70	16.05	16.59

*Classifications:

- I – Food Service Assistant Cooks
- II - Asst. Head Cooks At RMS/CHS; St. John's School
- III - Elementary Cooks at Abbot-Downing, Beaver Meadow, Broken Ground, Christa McAuliffe and Mill Brook
- IV - Head Cooks - RMS/CHS
- Head Cooks who are assigned in kitchens that satellite meals to other schools shall receive a stipend of one and one-half percent (1.5%) of their hourly rate.
- No employee shall advance a step unless they receive a satisfactory or better job performance evaluation.

Hiring cap for Assistant Cooks is Step 8. No hiring cap for Head Cooks.

SCHOOLCARE Yellow Open Access

Choice Fund

SUMMARY OF BENEFITS

Benefits outlined below are intended as a general summary and are covered only when using a CIGNA participating provider. All benefits are subject to the terms and conditions of your Health Benefits Booklet. In the event of any inconsistency between this Summary and the Health Benefits Booklet, the provisions as defined in the Health Benefits Booklet and Endorsements will govern. Covered benefits are subject to review for medical necessity. The plan year is defined from July 1 through June 30.

BENEFITS	YELLOW OPEN ACCESS (In-Network Benefits Only)
DEDUCTIBLES, MAXIMUMS* Plan Year Deductible Coinsurance Out-of-Pocket Maximum/Plan Year Maximum Lifetime Benefit * All family members contribute towards family deductible/out-of-pocket max.	Individual: \$1,250; Family: \$2,500 Medical 20%; Pharmacy 10% (or \$75 maximum) Individual: \$2,000; Family: \$4,000 Unlimited
CHOICE FUND* Embedded Choice Fund (health reimbursement account) pays for eligible out-of-pocket expenses during the plan year.	SCHOOLCARE PAYS* Individual: \$1,000; Family: \$2,000 * Subscriber must take the online Health Assessment to activate Choice Fund.
NET COST AFTER CHOICE FUND (if activated)* Out-of-Pocket Cost (including deductible)	PLAN MEMBER PAYS* Individual: \$1,000; Family: \$2,000 The Employer may <u>not</u> fund any additional portion of the out-of-pocket costs under SCHOOLCARE policy.
PREVENTIVE CARE* Routine Physical Examination Routine Immunizations Well Child Preventive Care Well Woman Preventive Care Adult Preventive Care Additional services such as urinalysis and EKG Routine Eye Exam (one every 12 months for all ages) <small>Discounts Available for Eyewear</small> * Includes Naturopathic Services, Routine Laboratory	\$0 \$0 \$0 \$0 \$0 \$0 \$0
OTHER PHYSICIAN SERVICES* Office Visits and/or Office Surgery Maternity Care * Includes Naturopathic Services	Deductible, then 20% to the Out of Pocket Maximum Deductible, then 20% to the Out of Pocket Maximum
OUTPATIENT DIAGNOSTIC TESTING Radiology and Laboratory Services (Prior authorization required for some tests)	Deductible, then 20% to the Out of Pocket Maximum
HOSPITAL CARE Inpatient Services including Newborn Care Same Day or Outpatient Surgery Radiation and Chemotherapy Physician Visits and Services Anesthesiologist Services Operating Room X-ray and Laboratory Services Medications and Supplies	Deductible, then 20% to the Out of Pocket Maximum (Inpatient admissions and some outpatient procedures require prior authorization)

OVER

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7/1/16

SCHOOLCARE Yellow Open Access

Choice Fund

BENEFITS	YELLOW OPEN ACCESS (In-Network Benefits Only)
HEARING TESTS	Deductible, then 20% to the Out of Pocket Maximum
EMERGENCY & URGENT CARE (<i>Medically Necessary and Worldwide</i>) Hospital Emergency Room Urgent Care Facility	Deductible, then 20% to the Out of Pocket Maximum Deductible, then 20% to the Out of Pocket Maximum
MENTAL HEALTH/SUBSTANCE ABUSE OUTPATIENT (Physician's office) INPATIENT HOSPITALIZATION AND OUTPATIENT FACILITY (Prior authorization required)	Deductible, then 20% to the Out of Pocket Maximum Deductible, then 20% to the Out of Pocket Maximum
PRESCRIPTION DRUGS Through participating pharmacies Certain Preventive Generic Drugs including oral contraceptives (generic), Retail or Maintenance: \$0 (Prior authorization required for some drugs)	Retail: (30 day supply) Deductible, then 10% to the Out of Pocket Maximum** Maintenance: (90 day supply) Deductible, then 10% to the Out of Pocket Maximum** available only through Cigna Home Delivery mail order **\$75 maximum after deductible
PHYSICAL OCCUPATIONAL AND SPEECH THERAPIES OUTPATIENT: short-term rehab, up to 60 days per person/per plan year, includes PT, OT, ST and cardiac rehab (Combined maximum). INPATIENT (Prior authorization required)	Deductible, then 20% to the Out of Pocket Maximum Deductible, then 20% to the Out of Pocket Maximum
CHIROPRACTIC CARE 20 days per person/per plan year	Deductible, then 20% to the Out of Pocket Maximum
ACUPUNCTURE* (<i>In or Out of Network</i>) 12 days per person/per plan year * Coverage based on Cigna medical guidelines.	Deductible, then 20% to the Out of Pocket Maximum
DURABLE MEDICAL EQUIPMENT	Deductible, then 20% to the Out of Pocket Maximum
EXTERNAL PROSTHETIC APPLIANCES	Deductible, then 20% to the Out of Pocket Maximum
OTHER BENEFITS ORAL SURGERY (<i>accidents only</i>) REMOVAL OF BONEY IMPACTED WISDOM TEETH SKILLED NURSING CARE (<i>100 days per person/per plan year maximum</i>) AMBULANCE (<i>if not a true emergency, services are not covered</i>) BLOOD TRANSFUSIONS HOME HEALTH SERVICES HOSPICE	All other covered services subject to plan year deductible and 20% coinsurance to the out-of-pocket maximum for the plan year.
GOOD FOR YOU! by SCHOOLCARE Health and Wellness Incentives, Employee Assistance Program	Included

SAU #08 Concord SD

Effective: 7/1/2015

Group Number: 146

**Outline of Coverage
Delta Dental PPO plus Premier Network**



Read Your Policy Carefully—This Outline of Coverage provides a very brief description of the important features of your policy. This is not the insurance contract, and only the actual policy provisions will control. The policy itself sets forth in detail the rights and obligations of both you and your insurance company. It is therefore important that you READ YOUR POLICY CAREFULLY! Not all time limitations and exclusions are shown herein. Benefit percentages shown are based on the actual charges submitted up to the Maximum Allowable Charge for participating dentists, or Delta Dental's allowance for non-participating dentists.

APPENDIX C – DENTAL INSURANCE

Diagnostic / Preventive (Coverage A)	Basic Restorative (Coverage B)	Major Restorative (Coverage C)
<p>DIAGNOSTIC: Oral evaluations twice in a 12-month period, this includes periodic, limited, problem-focused, and comprehensive evaluations X-rays (complete series or panoramic film) once in a 5-year period Bitewing x-rays once in a 12-month period X-rays of individual teeth as necessary Brush biopsy once in a 12-month period</p> <p>PREVENTIVE: Two cleanings in a 12-month period Fluoride once in a 12-month period to age 19 Space maintainers to age 16 Sealant application to permanent molars, once in a 3-year period per tooth, for children to age 19</p>	<p>RESTORATIVE: Amalgam (silver) fillings; Composite (white) fillings (on anterior teeth only)</p> <p>ORAL SURGERY: Surgical and routine extractions</p> <p>ENDODONTICS: Root canal therapy</p> <p>PERIODONTICS: Periodontal maintenance (cleaning)</p> <p>Note: Cleanings are limited to two in a 12-month period; these may be routine (Coverage A) or periodontal (Coverage B), or a combination of each.</p> <p>Treatment of gum disease Clinical crown lengthening once in a lifetime per site</p> <p>DENTURE REPAIR: Repair of a removable denture to its original condition</p> <p>EMERGENCY PALLIATIVE TREATMENT</p>	<p>PROSTHODONTICS: Removable and fixed partial dentures (bridge); complete dentures</p> <p>Rebase and relines (dentures)</p> <p>Crowns Onlays Implants</p>
<p>Delta Dental Pays: 100%</p>	<p>Delta Dental Pays: 100%</p>	<p>Delta Dental Pays: 50%</p>
<p>Contract Year Maximum: \$1000 per Person beginning each July 1st Health through Oral Wellness® program included (please see reverse for details)</p>		

Rev. 7/1/2015

APPENDIX D – DISABILITY INSURANCE

1. The District agrees to provide disability income benefits during lifetime to age sixty-five (65) for all full-time personnel employed by the District, who are under the age of sixty-five (65) on September 1, 1972, commencing at the end of ninety (90) calendar days after the employee becomes totally disabled and is under a physician's care as the result of injury or illness.
2. The term total disability means the complete inability of the employee to perform any and every duty of his regular occupation. Once benefits have been paid for twenty-four (24) months, total disability shall mean the complete inability of the employee to perform any and every duty of any gainful occupation for which he is reasonably fitted by training, education, or experience. The employee must be under the regular care of a physician but house confinement will not be required.
3. The disabled employee shall be paid by the District or by such insurance carrier as the District may select sixty-six and two thirds (66 2/3%) percent of said employee's gross pay under the contract in effect on the day said employee first becomes totally disabled, but not in excess of three thousand five hundred dollars (\$5,000) per month.
4. If the disabled employee is entitled to other income during a period of disability from:
 - a. Workmen's Compensation or other similar legislation and other benefit acts, such as the State Teachers' Retirement System,
 - b. another group insurance or pension plan providing disability income benefits,
 - c. benefits (primary or family) under the Federal Social Security Act,
 - d. accumulated sick leave from the District,
 - e. then said employee's benefits will be reduced by the amount received from these sources.
5. Exclusion - no coverage will be provided for disabilities from the following causes:
 - a. Intentionally self-inflicted injuries.
 - b. War, declared or undeclared, insurrection, rebellion, or participation in riot.
 - c. Any disability in excess of twenty-four months that results from mental or nervous illness or disorder of any type. This limitation will not restrict benefits during a period of confinement in a hospital or other licensed institution.

APPENDIX E – GRIEVANCE PROCEDURE

I. Definitions

- a. A "grievance" is a claim based upon the interpretation, meaning or application of any of the provisions of this Agreement. Only claims based upon the interpretation, meaning or application of any of the provisions of this Agreement shall constitute grievances under this Article.
- b. An "aggrieved person" is the person or persons making the claim.
- c. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

II. Procedure

- a. An employee with a grievance shall first discuss it with the Food Service Director in an attempt to resolve the matter mutually at that level. A decision will be rendered by the Food Service Director within five (5) workdays.
- b. If the aggrieved person is not satisfied with the informal resolution of the grievance by the Food Service Director, or if no decision has been rendered within five (5) workdays, the employee with a grievance shall submit the grievance in writing to the Food Service Director. The Food Service Director shall meet with the employee within five (5) workdays after receiving the written grievance.
- c. If the aggrieved person is not satisfied with the disposition of the grievance by the Food Service Director, or if no decision has been rendered within five (5) workdays after his/her first meeting, the employee shall notify the Union within five (5) workdays if he/she wishes to proceed with the grievance. If the Union determines that the matter should be appealed, a written grievance shall be filed with the Director of Human Resources within five (5) workdays. The Director of Human Resources shall meet with the employee, a representative of the Union, and the Food Service within five (5) work days after receiving the written grievance and shall communicate his/her decision in writing to the aggrieved person, the Union and the Food Service Director within five (5) work days after the meeting.
- d. If the aggrieved person is not satisfied with the disposition of the grievance by the Director of Human Resources, or if no decision has been rendered within five (5) workdays after his/her first meeting, the employee shall notify the Union within five (5) workdays if he/she wishes to proceed with the grievance. If the Union determines that the matter should be appealed, a written grievance shall be filed with the Superintendent within five (5) workdays. The Superintendent shall meet with the employee, a representative of the Union, and the Food Service within five (5) work days

after receiving the written grievance and shall communicate his/her decision in writing to the aggrieved person, the Union, the Food Service Director, and the Director of Human Resources within five (5) work days after the meeting.

- e. If the aggrieved person is not satisfied with the disposition of the grievance by the Superintendent, he/she shall notify the Union within five (5) workdays after receipt of the Superintendent's decision. If the union determines that the matter should be arbitrated, it shall so advise the Director of Human Resources in writing within ten (10) working days of the receipt of the employee's request.
- f. The parties will hereby designate a mutually agreed upon arbitrator for the resolution of grievances.
- g. Within ten (10) workdays of notification to the Director of Human Resources of the Union's determination that the matter should be arbitrated, the District shall contact each of the above arbitrators, notify the arbitrators as to the nature of the dispute, and determine when each arbitrator is available to hear the grievance.
- h. The arbitrator who is available on the earliest date, which is mutually convenient for the parties, shall be selected to arbitrate the grievance. Following selection of the arbitrator, the District shall request that the arbitrator meet with the employee and representatives of the Union and the District to resolve said dispute within the terms of this Agreement.
- i. After receiving notice of the request for arbitration, the arbitrator shall meet with the affected employee and parties representing the Union and the District, and shall proceed forthwith to make a binding disposition of the grievance by such means and methods as he may determine to be necessary. If the employee refuses to meet with the arbitrator, the decision of the Director of Human Resources shall be upheld. The arbitrator is limited in his authority to interpreting the Agreement in the resolution of the issue submitted to him by the parties and has no authority to alter, change or modify any provision of this Agreement.
- j. The arbitrator shall prepare a written decision and no appeal thereafter shall be permitted.
- k. The cost of arbitration, including arbitrator's fees and reasonable expenses, shall be born equally by the District and the Union.
- l. No reprisals of any kind will be taken by the District or the Union against any party of interest or other participant in the grievance procedure. Any party of interest may be represented by counsel or by a representative selected by the Union. The Union may appear to be heard at any stage of the grievance procedure.

- m. Forms for the grievance procedure will be jointly prepared by the Director of Human Resources and the Union and given appropriate distribution.
- n. A grievance, which is not filed within forty five (45) workdays of the event or events underlying the alleged grievance, shall be waived, regardless of whether the employee knew or should have known of the act or condition on which the grievance is based.
- o. A grievance involving a group of employees from different buildings may be submitted in writing by the Union directly to the Director of Human Resources. The Director of Human Resources may, in his/her sole discretion, process the grievance as if (1) it constituted a single grievance, or (2) it were a group of individual grievances, all of which had been processed through the preliminary steps described in this Agreement.
- p. A grievance involving the discharge of an employee shall be submitted in writing by the Union directly to the Director of Human Resources.
- q. Time limits for the processing of grievances may be extended by mutual agreement, in writing, executed by both parties.

APPENDIX F – PERFORMANCE REVIEWS

FOOD SERVICE HEAD COOK – PERFORMANCE EVALUATION

NAME:	OVERALL PERFORMANCE: ____ SATISFACTORY ____ UNSATISFACTORY	SCHOOL: <i>(circle)</i> ADS BGS BMS CMS MBS RMS CHS	Commendable	Above Average	Average	Needs Improvement	Unsatisfactory
POSITION:	DATE OF CONFERENCE:	SCHOOL YEAR:					
JOB SKILLS							
Effectively directs the food service staff							
Oversees all kitchen operations							
Has adequate knowledge of HACCP Plan and ensures that all food service staff under their supervision are adhering to Standard Operating Procedures							
Communicates and consults with School Nutrition Director as needed							
FOOD, ORDERS, DELIVERS, INVENTORY							
Prompt and accurate food orders							
Neat and accurate paperwork (<i>inventories, orders, etc.</i>)							
Maintains adequate inventory							
Checks in all of daily, weekly or monthly deliveries							
FOOD PRODUCTION AND FOOD SERVICE							
Forecasts accurate quantities to prepare							
Organizes food preparation, insuring the use of accurate measurements and recipes							
Monitors temperatures during meal service							
Completes accurate production records							
Completes work schedule within given time frame							
Performs special functions & related duties when assigned							
Controls proper storage of food to prevent waste and maximize stock rotation							
SANITATION							
Follows health department regulations, as documented in HACCP Plan, including proper hand washing techniques							
Completes and maintains proper temperature charts							
Maintains clean cooking, storage and serving areas							
Instructs staff on proper sanitation practices as indicated							
Completes HACCP checklist in given time frame							
SAFETY							
Works safely and is safety conscience							
Corrects and reports hazards that may cause an accident							
COMPUTER SYSTEM							
Maintains accurate student accounts							
Cash management is accurate and appropriate							
Completes daily routines within time schedule							
ATTENDANCE							
Prompt and dependable							
Absenteeism is not excessive							
APPEARANCE							
Personal cleanliness and neatness is appropriate for job							
Follows uniform code as stated in HACCP Plan							
TEAM SPIRIT							
Fosters spirit of willingness and teamwork							
Offers new ideas regarding work and marketing of the program							
Willingly accepts new suggestions regarding work performance							

APPENDIX F (cont...)

FOOD SERVICE HEAD COOK – PERFORMANCE EVALUATION

NAME:	OVERALL PERFORMANCE: ____ SATISFACTORY ____ UNSATISFACTORY	SCHOOL: <i>(circle)</i> ADS BGS BMS CMS MBS RMS CHS	Commendable	Above Average	Average	Needs Improvement	Unsatisfactory
TEAM BUILDING							
Maintains positive/productive working environment							
Organizes kitchen schedule for efficient food production and fair distribution of workload							
Participates in evaluations of employees							
CUSTOMER SERVICE							
Communicates appropriately and effectively with school administrators and faculty							
Actively markets and promotes the Food Service Program							
Consults with School Nutrition Director when questions arise							
PROFESSIONAL DEVELOPMENT							
Attends and actively participates in workshops							
Attends and actively participates in monthly head cook meetings							
Takes initiative for professional growth by voluntarily attending conferences sponsored by the School Nutrition Association							
Has shown effort in achieving goals							

Summary Comments by Food Service Director:
Professional Plans & Goals: <i>All employees are encouraged to set at least 1 but no more than 3 goals to strive for in the ensuing year.</i>
Employee Comments:

I have discussed this evaluation with my supervisor and although I may or may not agree with the results, I acknowledge I have received it.

Signature of Employee: _____

Signature of Supervisor: _____

APPENDIX F (cont...)

FOOD SERVICE ASSISTANT – PERFORMANCE EVALUATION

NAME:	OVERALL PERFORMANCE: ___ SATISFACTORY ___ UNSATISFACTORY	SCHOOL: <i>(circle)</i> ADS BGS BMS CMS MBS RMS CHS	Commendable	Above Average	Average	Needs Improvement	Unsatisfactory
POSITION:	DATE OF CONFERENCE:	SCHOOL YEAR:					
JOB SKILLS							
Able to follow instructions without constant redirection							
Completes work schedule within given timeframe							
Prepares all products uniformly. Follows proper portioning guides							
Keeps work station clean							
Adheres to Standard Operating Procedures in HACCP Plan							
Performs accurate cash counts (if applicable)							
SANITATION							
Follows safety and sanitation regulations according to HACCP Plan, including proper hand washing techniques							
Assists with keeping hot foods hot and cold foods cold							
SAFETY							
Works safely and is safety conscience							
Reports hazards that may cause an accident							
CARE OF EQUIPMENT							
Keeps equipment clean and returns everything to the proper place							
Knows correct way to operate ovens, steamers, mixers and other appliances, including computer system as needed							
ATTENDANCE							
Prompt and dependable							
Absenteeism is not excessive							
APPEARANCE							
Personal cleanliness and neatness is appropriate for job							
Follows uniform code as stated in HACCP Plan							
TEAM SPIRIT							
Demonstrates spirit of willingness and teamwork							
Offers new ideas regarding work and marketing of the program							
Willingly accepts new suggestions regarding work performance							
CUSTOMER SERVICE							
Serves food in a timely and friendly manner							
Assists with attractive serving line set-ups							
Communicates appropriately and effectively with school staff							
Promotes program to students and staff							
PROFESSIONAL DEVELOPMENT							
Attends and actively participates in workshops							
Has shown effort in achieving goals							

Summary Comments by Food Service Director:
Professional Plans & Goals:
Employee Comments:

I have discussed this evaluation with my supervisor and although I may or may not agree with the results, I acknowledge I have received it.

Signature of Employee: _____

Signature of Supervisor: _____

APPENDIX G – MEMBERSHIP DUES FORM

Application For Membership/Dues Deduction Authorization Form

MEMBERSHIP APPLICATION


_____ (please print: (last name) _____ (first name) _____ (middle initial)

_____ (street address) _____ (city) _____ (state) _____ (zip)

(_____) _____ (home phone) _____ (email)

_____ (employer) _____ (job title)

_____ (work site/department) _____ / ____ / ____ (hire date)



I hereby accept membership in UAW Local 2322 and authorize UAW Local 2322, its agents or representatives, to act for me as my exclusive representative in collective bargaining on all matters pertaining to wages, hours of work, working conditions and other conditions of employment. I also agree to abide by all rules, regulations and constitutional provisions established by Local 2322 and the UAW.

Signature _____ / ____ / ____ (Please sign on line above) _____ (date)

PLEASE FILL OUT & SIGN BOTH SECTIONS BEFORE RETURNING

AUTHORIZATION FOR CHECK-OFF DUES

I hereby assign the UAW Local Union 2322 from any wages earned or to be earned by me such sums as the Financial Officer of said Local 2322 may certify as due and owing from me as membership dues, including an initiation fee and monthly dues in such sum as may be established from time to time as union dues in accordance with the Constitution of the International Union, UAW.

I authorize and direct you to deduct such amounts from my pay and to remit same to the Union at such times and in such manner as may be agreed upon between you and the Union any time while this authorization is in effect.

You WILL NOT pay union dues until your shop's first contract has been negotiated and ratified.

This authorization may be revoked by me as of the expiration or anniversary date of the collective bargaining agreement covering my employment. To effect such a revocation, written notice, signed by me, must be received by my Employer and the Union by registered mail not more than sixty (60) days and not less than fifty (50) days before the contract anniversary/expiration date.

Signature _____ / ____ / ____ (Please sign on line above) _____ (date)

Were you ever *previously* a member of the UAW? ____ No ____ Yes. If yes: I was a member of UAW Local # _____ while employed at: _____

Mail card to: UAW Local 2322 ~ 4 Open Square Way, Suite 406 ~ Holyoke, MA 01040
(or give to your shop steward or Union Representative)

