Master Agreement

Between

Rochester Federation of Teachers
Food Service Chapter, Local 3607

And the

Rochester School Board

July 1, 2025
to
June 30, 2027

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Preamble

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

Article I - Recognition

1. The Rochester School Board recognizes the Rochester Federation of Teachers, AFT Local 3607 as the sole and exclusive collective bargaining representative of the following job classifications: cook manager, driver, second cook/cashier, permanent substitute, and Free and Reduced Lunch Clerk. Excluded as supervisory are the Director of Food Service and the Assistant Director of Food Service. Excluded as confidential is the bookkeeper.

   The parties agree to jointly file a Modification Petition with the NH PELRB.

2. Any bargaining unit member who wishes to have Federation dues deducted from his/her pay shall notify the Superintendent in writing on the forms provided by the Federation and attached hereto as ***Appendix A***, the language of which is incorporated by reference herein.

Article II – Duration

1. This Agreement and the provisions herein shall become effective on 12:01 a.m. on July 1, 2025 and shall continue in effect until 12 o'clock midnight on June 30, 2027. No cost item shall be retroactive unless it is expressly stated as retroactive and approved as such by the School Board and City Council.

2. The parties agree that cost items (i.e., Wages, Benefits, Workers' Compensation, F.I.C.A. and New Hampshire Retirement) in this agreement shall be submitted to the Rochester City Council. This agreement shall be null and void unless the Rochester City Council approves the cost items therein.

Article III - Non-Discrimination

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

Article IV - Resolution of Differences

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

Article V - Management Rights

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

1. To the executive management and administrative control of the School System and its properties and facilities;

2. To hire, promote, transfer, assign and retain employees in positions with the Rochester School System and to warn, suspend, demote, discharge, or take other disciplinary action against employees; and to relieve employees from duty because of lack of work or other legitimate reasons.

3. To determine the functions, programs, and methods of the School System, including the use of technology, the School System's organizational structure, and the selection, direction and number of its personnel.

4. To delegate to a food service management company the authority to assign, transfer, schedule, direct, supervise, evaluate and discipline members of this bargaining unit and enforce working hours, standards and rules, subject to the right of bargaining unit members to utilize Levels 2, 3 and 4 of the grievance procedure as described in Article XXV.

Article VI - Definitions

Part-time: Fewer than 30 hours per week.

Full-time: 30 hours or more per week.

Probationary Period: The first ninety (90) calendar days of employment shall be considered a trial period to permit the District to determine a new employee's fitness and adaptability for the work required, subject to a unilateral extension by the District. During such probationary period a newly hired employee shall not be subject to the provisions of this Agreement. This Article shall apply to persons who are rehired after loss of seniority. In the event that the person gained this position as the result of a promotion, he/she shall

be governed by the provisions of the Agreement. During the probationary period, the probationary employee may be discharged at the sole discretion of the District and neither the reason nor the discharge may be the subject of a grievance.

Article VII - Paid Days

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

New Year's Day
Martin Luther King Day
Memorial Day
Labor Day
*Columbus Day (Floating Holiday)
Veteran's Day
Thanksgiving Day
Day Before Thanksgiving
Day After Thanksgiving
Christmas

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

Article VIII - Sick Leave and FMLA

1. Each individual shall be entitled to ten (10) sick days per year effective July 1, 2025 with the right to accumulate this sick leave to a maximum of ninety (90) days. Employees who work at the Magnet School shall receive one (1) additional sick day per year.

2. Sick leave may be used for the illness or injury of the employee or for any proper FMLA purpose.

   Unpaid leave(s) of absence shall be granted to any covered employee who qualifies under the provisions of the Family and Medical Leave Act of 1993. A physician's signed statement of approval to return to work will be required for any employee who has been absent because of his/her own illness for more than three days under this provision. It shall be the employee's choice whether or not to use paid sick leave during FMLA leave or for any portion of the leave.

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

be entitled during this twelve (12) week period to all benefits provided by this agreement.

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

4. Sick leave can be used in quarter (1/4) day increments.

Article IX - Bereavement Leave

1. Five (5) work days for the death of spouse, domestic partner or child.

2. Three (3) workdays for the death of Father, Mother, Grandchild, Daughter-in-law, Son-in-law, Father-in-law, Mother-in-law, Sister, Brother, or Relative domiciled in the employee's household.

3. One (1) work day for the death of Grandmother, Grandfather, Aunt, Uncle, Niece, Nephew, Sister-in-law, Brother-in-law,.

4. Under extenuating circumstances as determined by the Superintendent, two (2) additional work days with pay may be granted under Sections 1, 2, or 3 with the written approval of the Superintendent.

5. Leave to attend the funeral of any individual not listed above shall be granted only at the discretion of the Superintendent of Schools and may be granted only one time per year per employee.

Article X - Personal Leave

1. Each employee is eligible for up to two (2) non-accumulative days for leaves of absence with full pay each school year.

2. The days allowed will be for personal affairs provided that the leave will be taken for purposes which could not reasonably be accomplished on other than a school day. Said leave shall not be used to extend holidays except for extreme emergency situations.

3. Under extenuating circumstances as approved by the Superintendent, and at his/her sole discretion, one (1) additional workday with pay may be granted with the prior written approval of the Superintendent.

4. At the end of each school year, employees shall be paid for unused personal leave days at the rate of fifty-percent (50%) of the employee's per diem rate for each unused personal day.

Article XI - Jury or Witness Leave

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

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

Article XII - Professional Leave

With the prior approval of the Superintendent or his/her designee, covered employees may be approved for one (1) day leave of absence with full pay for attendance at workshops which are related to the employee's duties, and one (1) additional day for the purpose of obtaining or maintaining certification.
Except under extenuating circumstances, written application for professional leave shall be received in the Superintendent's Office seven (7) school days prior to such leave. The Superintendent may extend Staff Development leave upon a covered employee's request.

Article XIII - Maternity Leave and Parental Leave

Maternity leave shall be treated as sick leave with the following conditions:
1. Sick leave shall be granted with a physician's statement that the covered employee is no longer able to conduct her administrative duties without damaging the health of the mother or child.

2. A temporary leave of absence, without pay, may be granted earlier than sick leave by mutual agreement of the individual covered employee and the Superintendent.

3. After delivery, sick leave may continue for up to six weeks or until such time as her physician states the mother is no longer ill and is able to resume her duties, or until accumulated sick leave has been exhausted, whichever occurs first.

4. Additional temporary leave, without pay, may be granted by mutual agreement of the individual covered employee and the Superintendent.

5. Five days shall be granted to either a mother or father to spend with a newly adopted child or to a father upon the delivery of his natural child. Compensation for such days will be made possible by charging these days to the employee's sick leave. If the employee does not have accumulated sick days, such leave will be granted without pay.

Article XIV - Extended Leaves of Absence

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

2. Additional leave without pay may be granted to an employee for the purpose of caring for a sick member of the employee's family.

3. Other requests for leaves of absence for special reasons may be granted by the Board upon recommendation of the Superintendent of Schools.

Article XV - Mileage Allowance

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

Article XVI – Reimbursements

1. The District will pay 100% of the costs of approved workshops up to a maximum of two hundred fifty dollars ($250.00) per employee per school year for the purpose of obtaining or maintaining certification, and one hundred dollars ($100.00) per employee per school year, for all other purposes to a maximum of $2,000 for the year, on a first come, first served basis. Workshops shall be approved in advance by the Superintendent or designee. Reimbursement shall be made within 30 days of submission of a certificate of successful completion of the workshop.

2. If the approved workshop occurs on a scheduled work day for the employee or if the Board requires the employee to attend a workshop on a non-scheduled day, the employee will be paid his/her regular or overtime rate, as appropriate, in addition to the reimbursement for workshop costs.

3. The District will reimburse an employee up to $150 per contract year for slip resistant footwear, with evidence of purchase.

4. The District will reimburse an employee up to one-hundred dollars ($100.00) per contract year for pants, with evidence of purchase.

5. Employees must timely submit documentation and requests for reimbursement. Employees are entitled to be reimbursed for goods purchased under this section. If a timely request for reimbursement with documentation is received by the District, the reimbursement will be issued from payroll and not subject to taxes pursuant to then-current IRS rules.

Article XVII - Fringe Benefits

Health Insurance:

Full-time employees hired on or before July 1, 2019 including a full-time employee hired after July 1, 2019 who was also an employee of the District as of the effective date of this contract shall be eligible to receive single, two-person, or full family coverage in the following plan, or equivalent plan:

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

Full-time employees hired after July 1, 2019 shall only be eligible to receive single coverage in the following plan, or equivalent plan, self-insured through the City:

AB SOS 20/40/lKDED, RX 10/20/45 with $1,000 (Single), $2,000 (2-Person), $3,000 (Family) deductibles.

The District may, in its sole discretion, offer an additional, alternative health insurance plan to employees: ABSOS 25/50/ 3k Ded. with the employer contribution at 80% or greater.

The District's contribution to Health Insurance shall be eighty percent (80%) of the AB SOS 20/40, RX 10/20/45 rate for the plan for which the employee is eligible and the employee shall pay the remaining portion of the total premium. The employee's share of the premiums shall be paid by the individual employee through payroll deductions.

An employee who is not eligible for the two-person or family plan may purchase the additional coverage at the employee's own cost, which shall be paid by the employee through payroll deductions.

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

The District shall offer full-time employees hired on or before July 1, 2019 the option to enroll a domestic partner in the medical and dental plans offered to bargaining unit members, provided the employee and their domestic partner complete and submit the forms provided by the medical benefits provider to establish their eligibility for insurance.

Pre-Tax Flexible Spending Plan

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

Dental Insurance:

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

Article XVIII - Physical Examinations

If the Board requests a physical examination for new employees, it shall insure that the school physician is available or other arrangements are made so that there is no cost to the employee for such examination. If the new employee wishes another doctor, it shall be at his/her expense. Alternatively, the employee may submit a Fitness for Duty form within sixty (60) days at the start of their employment, such form must be based on an examination within the ten months prior to the start of employment.

Article XIX - Life Insurance

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

Article XX - Workers Compensation

All covered employees shall be provided Workers' Compensation Insurance.

Article XXI - Tax-Free Annuity

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

Step	Years of Experience For Initial Placement	2025-2026 Cook Manager/ Driver	2025-2026 2nd Cook/ Cashier	2026-2027 Cook Manager/ Driver	2026-2027 2nd Cook/ Cashier
1	1,2,3	16.53	14.76	16.70	15.05
2	4	17.03	15.04	17.20	15.35
3	5	17.54	15.34	17.71	15.65
4	6	18.06	15.65	18.25	15.97
5	7	18.61	15.96	18.79	16.28
6	8	19.16	16.29	19.36	16.61
7	9	19.74	16.61	19.94	16.94
8	10	20.33	16.94	20.53	17.28
9	11	20.94	17.28	21.15	17.63
10	12	21.57	17.80	21.79	17.98
11	13	22.22	18.33	22.44	18.52
12	14	22.88	18.88	23.81	19.65

Article XXII - Wage Schedule

***The free and reduced lunch clerk shall be placed on the Cook manager scale on the 24/25 step closest to their hourly rate, without a decrease in their hourly rate. This person, if eligible, shall progress on the 25/26 scale in accordance with this agreement.**

1. Current employees will move a step annually each year of the contract. Employees on improvement plans as of August 1 of the respective school year shall not be eligible for step increases until they have satisfied the requirements of their plans. When employees on plans satisfy the requirements of their plans, they shall receive the step prospectively.

2. A fifty-cent ($.50) per hour bonus will be paid to any employee certified with the School Nutrition Association or who have received the ServSafe Safety Certification from the National Restaurant Association Education Foundation (certification valid for 5 years). An employee may only receive the maximum of $.50 per hour even if they have both certifications.

3. New employees will receive credit on the salary schedule for related education and job-related work experience. No new employee will be placed on a step higher than indicated by actual education and/or experience.

4. Effective July 1, 2019 employees "off step" and who have not advanced a step, must receive a satisfactory evaluation in order to receive the merit pay increase. When employees satisfy concerns in their evaluations, the employees may receive the merit pay increase prospectively.

5. Decisions to withhold steps or merit pay may not be grieved. However, an employee who has had a step or merit pay withheld shall be entitled to meet with the Food Service Director and to request reconsideration of the decision. If unsatisfied with the decision of the Food Service Director, the employee may appeal the decision to the Superintendent. If unsatisfied with the decision of the Superintendent, the employee may appeal to the School Board. Decisions at each level shall be in writing and the time limits of corresponding levels of the grievance procedures provided in Article XXV shall apply. If the decision to withhold a step or merit pay is overturned at any level, the step or merit pay shall be paid retroactively.

6. Those employees who are "off-step" shall receive a four-hundred ($400) payment annually each year of the contract, 2022-23, 2023-24, and 2024-25. The amount is non-cumulative. The payment shall be made in a separate lump sum check on or before December 1st annually.

7. Employees shall be paid on a bi-weekly basis for hours worked during the two-week pay period. Employees shall not be entitled to stretch their payments beyond the work year.

Article XXIII - Longevity Pay

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

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

Length of Service	Effective 07-01-2025
5-9 years	$450.00
10-14 years	$850.00
15-19 years	$1,100.00
20-24 years	$1,300.00
25-29 years	1,500.00
30 - 34 years	$1,750.00
35-39 years	$2,000.00
40+ years	$2,500.00

Article XXIV - Severance Pay

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

Article XXV - Grievance Procedure

A. *Definition*

A grievance is a claim by any covered employee or group of covered employees that there has been a misinterpretation or violation of any provision of this Agreement. Excluded from the grievance procedure shall be any claims related to the discipline or discharge of an employee during the probation period, which is defined as the first ninety (90) calendar days of employment in the bargaining unit. It is agreed that during the probation period employees may be discharged solely at the discretion of the School District.

B. *General Provisions*

1. All time limits specified in this article shall mean school days. Time limits indicated hereunder are maximum unless extended by mutual agreement.

2. All such agreements to extensions must be in writing. Grievances pending at the end of the school year shall be resolved expeditiously and prior to the end of the contract year unless deferred by mutual agreement.

3. The Board shall have the right to representation of its own choosing.

4. The individual grievant shall have the right to representation of his or her own choosing excluding representation by a member, an agent or an employee of any other employee organization.

5. A grievance will be heard other than during the covered employee's normal working day or hours.

6. The Board and/or the covered employee will make available upon request such records or other documents which the aggrieved and the Board agree are pertinent to the processing of the grievance.

7. All documents, communications and records dealing with the processing of the grievance shall be filed separately from the regular personnel files.

8. Failure at any Grievance Level to communicate the decision within the specified time limits to the grievant(s) or the Federation President will result in proceeding to the next level.

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

C. *Grievance Procedure*

Informal Level

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

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

Level 1 - Food Service Director

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

Level 2 – Business Manager

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

Level 3 - Superintendent of Schools

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

Level 4 - School Board

If the grievance is not resolved to the satisfaction of the grievant(s) and Federation, the grievant(s) or the Federation may within 10 days of receipt of the decision at Level #3 submit the grievance in writing to the Board. Within30 days after the receipt of the grievance, a majority of the Board shall meet with the grievant(s) and a representative of the Federation for the purpose of hearing the arguments of the parties involved. Within 10 days after said meeting the Chair of the Board shall respond, in writing, to said grievance and provide the rationale for the Board's decision.

Article XXVI - Entire Agreement

1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties are set forth in this Agreement. Therefore, the Board and the Federation for the duration of this Agreement, each waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement. This Agreement may only be amended during its term by the parties' mutual agreement in writing. No covered employee shall, as a result of the execution of this agreement suffer the loss or reduction of any benefit now enjoyed by him/her. Benefits are to be defined as those practices having been conducted with the knowledge and authority of the employer.

Article XXVII - Negotiations Procedure

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

Article XXVIII – Working Conditions

1. Disciplinary Procedures

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

Disciplinary action will normally be taken in the following order:

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

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

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

2. *Removal of Discipline*

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

a. The employee will submit a written request for removal to the Superintendent of Schools.

b. No other disciplinary action will have occurred during the two year period.

c. The Superintendent will review the file and have the authority to remove said materials. The employee has the option to appeal the Superintendent's decision to the School Board.

3. *Complaints Against Employees*

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

4. *Work Rules*

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

5. *Evaluations*

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

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

The evaluator may gather input from personnel in regular contact with the employee. Feedback which addresses an area of concern shall be addressed with the employee by the Food Service Director in a reasonable time after learning of such concerns. All feedback utilized as the basis for an evaluation shall be attributable to the person providing the input. Anonymous reports shall not be used in an evaluation.

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

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

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

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

The evaluation form(s) will be considered as ***Appendix C*** to this contract. The parties agree to review this form annually and make such changes as may be necessary and mutually agreed upon.

6. *Hours and Days of Work*

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

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

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

lunches. This schedule shall be for information only and is not intended to limit the District's rights in this section.

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

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

7. *Method of Payment*

Bargaining unit employees shall be paid in one of the following manners:

(a) Anticipated annual wages, divided by 26, which equals 25 bi-weekly checks, and one reconciliation payment, or
(b) Full pay for hours actually worked in a pay period, paid at regular intervals not to exceed 14 days.

The reconciliation payment under option (a), above, may result in a paycheck of less than the equal pay amount, to a possible zero balance, being due to the employee, based upon their actual hours worked.

Employees must specify their choice in writing prior to the first payroll period on a form provided by the District. Employees who fail to specify their choice, shall be paid as is described in paragraph (b), above. A reconciliation payment shall be calculated as a final payment for any employee being paid on an equal pay basis [i.e., option (a)], who, for whatever reason, leaves employment before the end of the contract year.

8. *Catering*

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

9. *Filling In*

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

10. *Promotions and Transfers*

The District reserves the right to make promotions and transfers on the basis of qualifications for the position, ability, and performance of duty. Seniority shall govern when the District has determined that the employees have demonstrated equal

qualifications, ability, and performance of duty. Head cooks will be pulled and transferred only when there are no other feasible alternatives.

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

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

C. Promotions and Vacancies

1. Job vacancies will be posted for five (5) working days in each school on a bulletin board designated for such purpose and on the District's intranet. The District will send written notice of such job vacancies to the building representatives of the Federation.

2. Promotions and transfers shall first be made from the ranks of regular employees who are qualified within the classification in which the vacancy occurs. If no qualified candidates are found within the classification, the vacancy may be filled by qualified employees within other classifications in the bargaining unit. If no qualified candidates are found within the bargaining unit, the vacancies may be filled from other sources.

3. Job postings will include job title, location, number of hours, salary range, and contact person for details.

11. *Uniforms and Clothing*

a. If the District requires uniforms and/or aprons, the District shall be responsible for providing five (5) shirts, two (2) aprons, and a cap or visor.

b. The District may implement uniforms and dress codes only after prior consultation with the Federation. Consultation shall occur by June 1 prior to the school year in which the uniform or dress code will be implemented. Consultation shall occur between three representatives of management and three Federation representatives. If the Federation disagrees with the code after consultation, it may appeal to the Superintendent, whose decision shall be final.

12. The District shall on Teacher Workshop days provide such training to employees which is necessary to achieve and/or maintain mandated Federal and/or State Continuing Education Units (CEU). Employees shall be paid their normal rate of pay for attendance at such workshops. If the District sponsors optional training at the end of the normal workday, the employee shall be paid their normal rate of pay.

13. *Permanent Substitute*

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

14. Professional Development Snow Days

The purpose of Professional Development Snow Days is to allow students to have a snow day with no remote learning, and allow staff to be able to be productive and work from home during the snow day. This will allow Staff not to replace a day of school and not add a school day in June. The Staff members are available during the Work from Home Snow Day, and would equal a day during the school year.

At the Superintendent's discretion, the Superintendent's office will announce a Professional Development Snow Day as part of the school cancellation process for up to two (2) days per school year. If power issues may be widespread, a Professional Development Snow Day may not be declared. Any other school closure is considered a traditional snow day that may be made up at the end of the school year.

Staff that chooses not to be available during the above times on a Professional Development Snow Day, will be able to use a personal day or sick day in accordance with their respective bargaining unit agreements.

Employees will work with Building Administrators or their designee(s) to determine work that will be completed. Their time is also structured as follows: 50% of time for administrative directed activities and 50% for self-directed activities related to their professional position. They will work their normally scheduled amount of time within the hours of 8:00-3:00.

Article XXIX - General Provisions

1. *Copies of the Agreement*

The Board will post a copy of the Agreement on the District website.

2. *Existing Laws and Regulations Preserved*

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

3. *School Board Policies*

a. This Agreement constitutes School Board policy for the term of said Agreement, and the School Board shall carry out the commitments contained herein and give them full force and effect as School Board policy. The Board shall amend its regulations and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.

b. All rules and regulations governing covered employees shall be interpreted and applied equitably throughout the District.

4. *Saving Clause*

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

5. *PELRB Filing*

The District shall be responsible for filing a copy of this agreement with the Public Employee Labor Relations Board (PELRB) within fourteen (14) days of its execution. See PUB 207.03(b).

IN WITNESS WHEREOF, the parties have hereto executed this Agreement this _____ day of _____, 2025.

Rochester Federation of Teachers
Food Service Chapter, Local 3607

Erin Saucier, President

Rochester School Board

Shane Downs, Chairperson

Appendix A
Rochester School District
Dues Deduction Authorization Form

Name: _____
Please Print

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

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

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

Signature: _____ Date: _____
Home Address: _____
_____
City: _____ State: _____ Zip: _____
Phone:
Home: _____ Preferred: ❒ Yes ❒ No

Cell: _____ Preferred: ❒ Yes ❒ No
Text Allowed: ❒ Yes ❒ No

Home Email: _____
School: _____
Position: _____
Actively Recruited By: _____
Once completed, this form must be sent directly to the Treasurer of the Rochester Federation of Teachers.

For Union Use Only:

Date Received: _____
Copies Sent To: ❒ Vice President Date: _____

❒ Central Office Date: _____

Chapter: ❒ Teacher ❒ Paraeducator/Secretary ❒ Food Service
Dues: ❒ Full ❒ Half ❒ Quarter ❒ Eighth
Date First Dues Deducted: _____
AFT Connect Entry Date: _____

Appendix B
Rochester School Department
Grievance Record

Grievance No. _____ Level _____ Date Filed: _____

Name of Grievant(s): _____

Building: _____ Assignment: _____

Date of alleged violation(s) or misapplication(s) _____

Article of the Agreement allegedly violated: _____

Statement of the grievance: _____

_____

_____

Nature and extent of the injury or loss involved: _____

_____

Remedy sought: _____

_____

_____

_____ _____

Signature – Federation representative Signature – Grievant

Present: _____

Disposition by: Food Service Director
Business Administrator
Superintendent

Date answered: _____

_____

_____

Food Service Director/Business Administrator/Superintendent

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

_____

_____

_____

_____