

Dear UAW Local 2322 Member.

Here is your Union Contract, which sets forth your hours, wages, benefits and other working conditions. This contract is *legally binding* and is enforced through the grievance procedure included in this contract.

The benefits in this contract are the result of your hard work and dedication and came after many months of negotiating with your employer. These benefits are yours and your employer does not have the right to take them away. When the employer violates the contract, your rights and the rights of your co-workers are undermined. Don't be shy about standing up for your rights. This is a union and you are not alone.

Keep this contract so that you may refer to it when the need arises. If you lose your copy, we can provide you with another. When you have a problem or question, the union is as close as the phone. Call your union steward or the UAW Local 2322 office.

Finally, I would like to end with an important right you have as a unionized employee. If you are being told to attend a meeting with a supervisor and you have a reasonable belief that discipline, or other adverse consequences may result from what you say in the meeting, you have the right to request union representation. This right is guaranteed by the "Weingarten" Supreme Court decision which ensures that you have the right to have a union representative at any investigatory or grievance meeting. Here is what to say:

"If this discussion could in any way lead to my being disciplined in any manner, up to and including my being suspended or terminated, and becoming part of my personnel record, I respectfully request that my union steward or union representative be present to assist and represent me at the meeting. Without representation present, I choose not to participate in this discussion."

I hope that you will become involved in your union. The union is only as strong as the membership, so we ask you to lend us your muscle by taking the time to get involved. You could be a steward, serve on Joint Council or other committee meetings, organize more workers into our union or be involved in many other activities. Come by the union office or give us a call. We want you to get involved.

In solidarity,

*Jocelyn Silverlight*

Local 2322, President  
United Auto Workers

When a question or problem arises, talk to your union steward. (A steward is an elected representative who helps employees with problems in the workplace.) If you do not know your union steward or if you need additional help, call the union office:

UAW Local 2322  
4 Open Square Way #406  
Holyoke, MA 01040  
800-682-0269 or 413-534-7600

*Protect these hard won benefits and rights. Read your contract.  
Know your rights. Know your benefits.*

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**AGREEMENT BETWEEN  
NONOTUCK COMMUNITY SCHOOL  
AND  
U.A.W. LOCAL 2322**

Agreement made this 1<sup>st</sup> day of September 2017 by and between the NONOTUCK COMMUNITY SCHOOL, hereinafter called the "School", and Local 2322, United Auto Workers (UAW), hereinafter called the "Union".

The undersigned certify that this Agreement between the School and the Union for the period of time starting September 1, 2017, consists of the Agreement made previously on April 30, 1988 and modified in 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 2001, 2002, 2004, 2006, 2007, 2010, 2011, and 2014.

**PREAMBLE**

The following is the Agreement between the Union and School. The purpose of this agreement is to better insure the quality of childcare provided at the School while providing the best possible conditions for the staff.

**Article 1.  
RECOGNITION**

A. The Employer recognizes the Union as sole and exclusive bargaining representative for the purpose of collective bargaining on wages, hours, working conditions, and other conditions of employment for all regular full and part time employees excluding the director, assistant director, and the administrative assistant and all other supervisory and managerial personnel.

B. Definitions:

**REGULAR FULL-TIME AND REGULAR PART-TIME  
EMPLOYEES:**

Regular full-time Employees are those persons who are employed and regularly scheduled to work for a minimum of thirty-five (35) hours per week. Regular part-time Employees are those persons who are employed and regularly scheduled to work for a minimum of twelve (12) hours or more, but less than thirty-five (35) hours per week. Benefits are extended to all regular employees upon a prorated basis based on

hours worked per week.

**TEMPORARY EMPLOYEES:**

The term “Temporary Employee” shall be defined as an Employee who is hired for a period of time to fill a vacancy or replace an Employee who is on a leave of absence or for any other reason not at work, or to complete a special job assignment. If a vacancy created as the result of a voluntary or involuntary resignation lasts longer than ninety (90) calendar days the school will follow Article 15.

**LIMITED PART-TIME, SUBSTITUTE, OR STUDENT EMPLOYEES:**

The term “Limited Part Time Employee” shall be defined as an Employee regularly scheduled to work less than twelve (12) hours per week no longer than ninety (90) calendar days. “Substitute Employees” are defined as Employees who are hired on a day-to-day basis. “Student Employees” are defined as students placed at Nonotuck Community School in conjunction with a college student placement program (work study). A Student Employee will not lose their status as a Student Employee by working more than twelve (12) hours per week. A Student Employee will not work more than four (4) consecutive months for the school. Such Limited Part-Time, Temporary, Substitute, Student Employees shall not be covered by this agreement. A Bargaining Unit Employee on lay-off will be afforded the opportunity to work before a Temporary, limited part-time, Substitute and Student Workers

It is not the intent of the School to replace bargaining unit positions with Temporary, Limited part-time, Substitute and Student workers.

**DAY:**

For the purposes of calculation, the term “day” (e.g. professional day, personal day, etc.) refers to the average number of hours an Employee works each day, assuming a five (5) day work week: one day equals the total number of regularly scheduled weekly hours, divided by five.

**SCHOOL YEAR:**

September 1 through August 31.

**Article 2.**  
**UNION SECURITY**

As a condition of their employment, all Employees shall become and remain members in good standing of the Union, or pay an agency fee equivalent to the costs associated with representation by the Union, within thirty days of the beginning of their employment.

**Article 3.**  
**DUES CHECK-OFF**

The Employer agrees to deduct from earned wages: union initiation fees, assessments, and or dues fixed in accordance with the constitution of the Union, of those Employees who give their written authorization to the Employer to make such deductions. Dues money and the dues report will be sent to the UAW Local 2322 office in Holyoke, MA.

The Union agrees to defend and hold harmless the School from and against any and all claims, demands, liabilities, suits or any other form of action which results from the School's reliance upon information furnished by the Union to the School for the purpose of complying with this Article.

An employee may voluntarily consent in writing to the authorization of deductions to the UAW V-Cap fund. The Employer agrees to deduct from the pay of each employee voluntary contributions to the UAW V-Cap, provided that each such employee executes or has executed an "Authorization for Assignment and Check off of Contributions to UAW V-Cap" form. The employee will not have such deductions taken out upon: a) receipt of a written revocation signed by the employee; b) when the employee is on an unpaid leave of absence; or c) the employee has terminated employment or left the bargaining unit. The Employer agrees to remit such deductions no later than the end of the next calendar month to the UAW V-Cap (Federal EIN 38-0679801). A list of all employees and the corresponding deductions shall be forwarded along with the deductions.

Nonotuck shall send monthly dues reports to the Union office

containing the following information for accountability and reporting purposes:

- i. Payroll period
- ii. Employee name
- iii. Hours worked
- iv. Rate of pay
- v. Wages subject to dues/agency fee
- vi. Initiation fee paid
- vii. Dues submitted
- viii. Notes (for any under/over payment, for members with no payment that week) can be hand written as this information may not be readily accessible in all programs)

The following shall be sent to the Union office whenever a change occurs:

- i. Names of employees eligible for union membership
- ii. Mailing address
- iii. Phone number
- iv. Work site
- v. Date of hire
- vi. Job title
- vii. Status (leave of absence, FMLA, Workers Compensation, etc.)

#### **Article 4.**

##### **UNION MEETINGS & VISITATION**

Union meetings may be held on the premises with advance notice. Such meetings shall not interrupt school activities. The Union's representative may visit the School to confer with the Employees with advance notice. Such visits shall not interrupt school activities.

#### **Article 5.**

##### **UNION BULLETIN BOARDS**

The Employer shall provide space for a bulletin board in a reasonably accessible location for Union notices.

## **Article 6. UNION STEWARD and UNION COMMITTEE**

The Employer agrees to recognize one (1) Union Steward designated by the Union. The Steward will be able to process grievances on work time at times mutually agreed upon by the School Director and the Steward. The Steward will be able to hold a short informational meeting on work time with each newly hired Employee without loss of pay to either the Steward or the new Employee. The Steward is entitled to eight (8) hours off with pay each year to attend to union business not at the School and/or to engage in political activities or lobbying. This time may be taken in parts of days, and must be scheduled in advance with the Director.

The School will recognize a Union Committee comprised of the Union Steward, the Staff Representative to the Board, and a Local Union Representative. The committee will meet with the Director and a member of the Board of Directors, upon request of either side, to discuss matters of importance. Union Committee meeting time up to an hour per month will be on work time or compensated with equal time off.

One steward and one alternate, designated by the Union, are entitled to unpaid leave to attend Union trainings and meetings. Normally, each year, no more than eight (8) days will be granted in total to steward and alternate. Requests for such Union leave must be received at least two (2) weeks in advance. Union leave must be scheduled with and approved by the Director. Requests will only be denied due to a significant operational need.

## **Article 7.**

### **EMPLOYER RESPONSIBILITIES**

When major decisions affecting the organizational structure, or changes in programs, services, or personnel are planned, the Union Steward and staff will be notified during staff meeting, so as to provide an opportunity for staff input and impact bargaining. When special committees are formed regarding the above, a staff representative will be invited to participate.

The Staff Representative to the Board will be provided with copies of all reports concerning future program goals, projected budget figures, major financial decisions, and other major program, and/or School changes so as to provide time for input and consultation. The reports will also be kept on file in the office. When the annual budget is to be significantly cut or added to the

Union Committee shall be notified so that the bargaining unit will be involved in planning and implementing final decisions.

When new or additional equipment, major renovations, and/or reorganization of the physical space and/or change of the location of classroom space or the worksite is being considered, the affected staff will be consulted at least one (1) month in advance (or as soon as the School has knowledge of the need for such a change) of the planned implementation so as to provide time for staff input. The staff shall also be notified and have time to give input about any policy changes in the following areas:

- Curriculum planning
- Enrollment
- Program evaluation
- Staff job descriptions and qualifications for positions
- Staffing patterns
- Health Care Policy
- Parent Handbook

### **Article 8.**

#### **STAFF SEAT ON THE BOARD**

The staff will be entitled to one (1) voting member on the Board of Directors. The Staff Representative to the Board's role is defined in the Board Position Description document in the Board Book. Votes cast by the Staff Representative are expected to be representative of the opinions of the full staff. It is understood and agreed that the Staff Representative shall not participate in Board discussions or votes on issues of staff discipline, compensation, Union negotiations, contract ratification or any issue that would represent a conflict of interest between the Staff Representative's membership in both the UAW and the Board of Directors.

The Board shall provide the Union with a written agenda, including whether an executive session will be held and the topics that will be discussed, in advance of Board meetings. In certain circumstances, union representation is not appropriate. If the meeting is to enter into executive session, the topics that will be discussed in executive session will be stated prior to entering into executive session.

**Article 9.**  
**NON-DISCRIMINATION**

Employees and candidates for employment shall not be discriminated against on the basis of sex, race, religious belief, political affiliation, parental or marital status, age, creed, sexual preference, gender identity, physical difference, disability or union activities. No advertisement or job description may be written or used in any manner designed to discriminate against poor or minority persons.

**Article 10.**  
**SEXUAL HARASSMENT**

The School recognizes that no Employee should be subject to sexual harassment. In this spirit, it agrees to post in its work site a statement of its commitment to this principle. Reference to sexual harassment includes any sexual attention, physical, verbal, or otherwise, that is unwanted. If any Employee believes that he/she has been the subject of such harassment, the Employee shall pursue the grievance procedure for redress. Grievances under this Article will be processed in an expedited manner.

Notice for Posting:

No School Employee shall be subject to sexual harassment as outlined in the EEOC guidelines, which define sexual harassment as including: unwelcome sexual advance, requests for sexual favors, other verbal or physical conduct of a sexual nature where:

1. Submission to such conduct is used as the basis for employment decisions affecting the Employee, or
2. Submission or rejection of such conduct is used as the basis for employment decisions affecting the Employee, or
3. Such conduct has the purpose or effect of substantially interfering with an Employee's performance or creating an intimidating, hostile, or offensive working environment.

**Article 11.**  
**HIRING PROCEDURE**

The Employees covered by this agreement shall be hired by a committee of three; one staff representative (prospective co-teacher if there is one), one parent, and the Director. Copies of the resumes of job candidates will be available to the

staff before the interview so that staff may provide their comments in writing for consideration. The times for meeting will be agreed by all members of the hiring committee. The majority of the committee shall rule.

The Director will update staff monthly on hiring. This update will detail the plan to advertise the position and the plan for classroom coverage while the position is vacant.

## **Article 12.**

### **JOB DESCRIPTIONS**

Every position in the bargaining unit shall have a job description. Such job descriptions shall be clear, concise, and an accurate summary of duties, responsibilities, and requirements of the job, and shall include any special conditions of employment. Job descriptions may not be amended, modified, or changed without prior consultation with the Union.

In case of hiring a teacher without all the proper qualifications, the job description may include a timeline for receiving the qualification. The repercussions for not meeting the deadline are the responsibility of the Director. All employees will be given a copy of their job description on or before their first day of employment. Job descriptions will be posted on the Union Bulletin Board.

## **Article 13.**

### **PROBATIONARY PERIOD**

The probationary period for any new Employee shall be ninety (90) calendar days. During this period, an Employee may be terminated at the Employer's discretion. An Employee who is terminated during their probationary period shall receive a written explanation of the reasons, but shall not have recourse to the grievance and arbitration procedure concerning the termination. An Employee who is terminated during their probationary period may ask for a meeting with the Board of Directors. The Employee shall receive benefits during the probationary period as allowed for in this Agreement excluding all paid leaves of absence and professional development money.

**Article 14.**  
**EVALUATIONS**

New staff members will be evaluated after a ninety (90) calendar day probation period. Thereafter, each staff member will be evaluated at least once per year.

The end of probation evaluation will be an informal evaluation by the Director. The evaluation will feature an oral discussion of the employee's work to date and expectations for future work.

The annual evaluation will be done by the Director and one (1) parent representative from the Personnel Committee and will include a written evaluation from at least one (1) co-worker and the self-evaluation. Staff will be informed of their evaluation time one (1) week in advance.

A written evaluation will be put into the Employee's personnel file following the annual evaluation. This must be read and signed by the Employee. At the time of reading, the Employee has the option of adding written comments to the evaluation. Signing the evaluation does not necessarily signify agreement with its content.

The Union has the right to request a meeting with the Director and a member of the Board to provide input into the development and review of evaluation tools.

If the annual evaluation cannot be scheduled within thirteen (13) months of the previous evaluation, the affected employee will be notified of the expected date of his/her evaluation.

**Article 15.**  
**TRANSFER PROCEDURE**

All vacancies in the School shall be posted in a prominent place in the work site. Jobs to be filled immediately shall be posted promptly upon the incumbent's notice of termination and shall remain posted for at least five (5) working days.

Job postings will include the following information:

1. Date of posting and date posting expires
2. Job title
3. Salary level

4. Basic function and responsibilities
5. Basic qualifications, including educational requirements and applicable equivalent experience
6. The normal number of hours in the workweek.

Prior to the interviewing of candidates from outside the School, Employees may request a transfer to a vacant position.

If program needs are not compromised, as determined by the transfer committee (made up of the Director, one (1) staff member (the co-teacher if applicable), and a parent representative), the transfer request will be granted.

The transfer committee will interview all interested Employees. The transfer committee will consider written input from the staff. The majority of the committee shall rule. If the request is denied, the applicant will be notified in writing.

### **Article 16.** **PERSONNEL FILES**

Upon request, an Employee shall be given a copy of their personnel file. Each Employee shall have the right to comment, in writing, upon the contents of his/her personnel file. These written comments shall become a part of his/her personnel file. A sheet will be provided in each Employee's personnel file that indicates their to-date accrued and used sick, personal, vacation, and comp time. This sheet will be updated quarterly.

Personnel files and personal information on employees shall be kept in a secure location. Only authorized Nonotuck personnel and the employee him/herself shall have access to this information. The Employer shall notify an employee within ten (10) days of the Employer placing in the employee's personnel record any information to the extent that the information is, has been used or may be used, to negatively affect the employee's qualifications for employment, promotion, transfer, additional compensation, or the possibility that the employee will be subject to disciplinary action. If there is disagreement with any information contained in a personnel record, removal or correction of such information may be mutually agreed upon by the Employer and the employee. If an agreement is not reached, the employee may submit a written statement explaining the employee's position which shall

thereupon be contained therein and shall become a part of such employee's personnel record. The statement shall be included when said information is transmitted to a third party as long as the original information is retained as part of the file.

**Article 17.**  
**SENIORITY**

Seniority is defined as the total amount of time employed at the School. Seniority shall accrue during any leaves of absences or periods of layoff for up to one (1) year. If a bargaining unit member is rehired within six (6) months of his/her separation from the School said Employee will have his/her seniority reinstated to his/her original date of hire.

**Article 18.**  
**LAY-OFFS**

- 1) Prior to any layoffs, the Employer shall notify the Union so that the Union may develop alternatives to lay-offs.
- 2) Any Employee can volunteer to take a lay-off. In the event that more than one (1) Employee volunteers, the lay-off will go to the Employee with the most seniority.
- 3) Involuntary layoffs will be based on seniority, with the least senior employee within the bargaining unit being the first involuntarily laid-off, to the greatest extent possible, taking into account EEC guidelines and programmatic needs.
- 4) Employees who are laid off unrelated to the permanent closing of the School will receive severance pay equal to one (1) week of pay for each year of service.

**Article 19.**  
**RECALL**

Employees shall be maintained on the recall list for not less than one (1) year from the date of their last lay-off and not for longer than their length of employment, unless they have been employed for less than one (1) year.

An Employee must return to work or make arrangements to return to work within two (2) weeks of receipt of notice of recall. If the Employee does not return to work or make arrangements to return to work within two (2) weeks of receipt of notice of recall, the Employee will be

returned to the top of the recall list, and the position will be offered to the next Employee on the recall list. Recall notices will be sent by certified mail.

**Article 20.**  
**HOURS OF WORK**

A. Any new Employee will have a normal workweek schedule assigned at the time of hiring. The normal regular workweek shall consist of a maximum of forty (40) hours. The School will not regularly schedule employees for daily shifts over eight (8) hours without their consent. Employees are paid for all time worked. To ensure adequate coverage for the School at all times, the School retains the right to assign hours of work. The School will make schedule changes only for programmatic reasons. To the greatest extent possible, staff preferences will be given favorable consideration.

B. Any changes to an Employee's individual work schedule will be determined mutually by the Director and the Employee based upon the seniority of the employee and taking into consideration, to the greatest extent possible the Employee's preference. If an agreement cannot be reached, the Director will make the final determination based upon programmatic needs.

C. The School reserves the right to temporarily adjust work schedules and to assign additional hours to any Employee when the Director anticipates unusual programmatic difficulties. Temporary overtime assignments or changes to a regular work schedule will not be made without consulting the Employee. The Employee will be given a letter that states the duration of their overtime assignment in writing, if it is to last for more than a week.

D. Teachers are responsible for submitting accurate time sheets on each Friday before pay week.

**Article 21.**  
**OVERTIME/COMP TIME**

Employees who work more than forty (40) hours in a workweek, including parent conferences, are entitled to overtime pay at the rate of time and a half. Overtime must be approved by the Director in advance, when possible. In lieu of overtime pay, Employees may request comp time of one and one half (1.5) hours for every hour of approved overtime

worked, except for vacation time, which will not be considered as time worked.

Employees are entitled to paid time or comp time off at the rate of one and one half (1.5) hours for mandatory after-hours meetings or work. Mandatory meetings include staff meetings and the annual parent orientation meeting.

A maximum of twenty-five (25) hours of comp time may be accrued. Comp time is to be used within six (6) months of being accrued or it will be translated into monetary equivalents.

A sheet will be provided to each Employee that indicates their up-to-date accrued and used compensatory time. The sheet will be updated quarterly.

## **Article 22.**

### **SOCIAL EVENTS**

Staff are welcome and encouraged, but not required to attend school events taking place outside of their regularly scheduled hours, including school social events or fundraising events.

Classroom teachers who attend social events will be paid a stipend of two (2) hours at their regular rate of pay for each event attended (up to four (4) per school year). Eligible events are limited to two (2) classroom events (planned by classroom teachers for parents or for parents and children), or one (1) classroom event and one (1) community-wide social event taking place onsite at the School. Off-site social events are voluntary and unpaid.

The Afternoon teacher is eligible to be paid a stipend of up to two (2) hours at their regular rate of pay (up to four (4) hours per school year) for their participation at any of the events described above.

## **Article 23.**

### **BREAKS**

Employees are entitled to paid breaks according to the following schedule:

- Less than 4 hours – no break
- 4 or more hours- 15 minute break
- 5 or more hours- 20 minute break
- 6 or more hours – 30 minute break

Regularly scheduled classroom planning time includes breaks. Scheduling of breaks will be agreed upon with coworkers. The Director will arrange coverage so that Employees can take breaks.

#### **Article 24.**

#### **PLANNING AND CLASSROOM MANAGEMENT**

**Preparation Time:** Each classroom will be assigned by the Director fifteen (15) minutes each morning for set up and preparation time. If a teacher is tardy, the tardy minutes shall be deducted from that teacher's set up and preparation time.

**Planning Time:** The School shall ensure that each classroom is provided two hours of Planning Time every other week, providing coverage for the children of the closed classroom; the afternoon teacher will get 1 hour every other week when no coverage for children is required. If a classroom's planning time is cancelled due to programmatic reasons, it will be rescheduled within one (1) week or the teachers will be paid comp time at the rate of one and one half (1.5) hours per hour to plan on their own time. Planning time will be held even if a co-teacher is absent due to illness or vacation. Staff must document their planning time activities, and provide said documentation upon request by the Director. Planning must be done onsite, unless otherwise approved by the Director. Planning time must be used for the following purposes: planning for classroom activities, shopping for classroom supplies that relate to the curriculum, working on classroom portfolios, and conversing about classroom and curriculum related concepts. Said planning time may also be used for cataloging pictures for children's portfolios, preparing progress reports, parent conferences, and writing for the newsletter. If teachers on occasion plan separately, each teacher must keep their own documentation.

**Classroom Management Time:** The School shall ensure that each classroom is provided two hours of Classroom Management Time every month, providing coverage that allows the teachers to spend 2 hours in an empty classroom within the teachers' regularly scheduled hours. Teachers are required to spend this time performing classroom management tasks.

**Article 25.**  
**PROGRESS REPORTS**

The staff is responsible for completing progress reports on each child every twelve (12) months (every three (3) months for children with documented special needs) in accordance with EEC regulations. Staff may choose either of the following options, in consultation with the Director, for completing progress reports:

- 1) Nonotuck will pay a stipend equal to two (2) hours pay per report to the author when the report is completed (if teachers collaborate on a report, they will each receive a stipend equal to one (1) hour's pay.)

*Or*

- 2) For each progress report that the teacher is responsible for, the teacher will be relieved from classroom duties for two (2) hours pay during their regularly scheduled day. If two teachers collaborate on a progress report, each teacher may elect to be relieved from classroom duties for one (1) hour. For children with special needs both classroom teachers will be relieved from classroom duties for two (2) hours every three (3) months to write progress reports. During time specified for progress reports, teachers may work off site.

In addition, teachers may also choose to use planning and classroom management time to complete these reports. Teachers are responsible for completing progress reports on time.

**Article 26.**  
**STAFF MEETINGS**

The Nonotuck Community School will close at 12:30 p.m. on one (1) day per month in the following months only: October, January, February, March, May, and June. The particular day each month will be scheduled by the Director, and may or may not be the same day each month. On said days, all staff is required to attend between 1:00 p.m. and 4:30 p.m. The staff days will consist of topics as determined by the Director with input from the staff. This time will be dedicated to philosophical discussions, to gathering input on policy and procedure development, other work and/or other topics. One (1) hour will be dedicated to Nonotuck Community School business, and the first thirty (30) minutes will be dedicated to Union business. Teachers who are not regularly scheduled to work longer on these days will be paid at their

regular rate of pay for said time (time and one-half (1 1/2) if over forty (40) hours per week) to work with their co-teacher at this time, if desired.

Employees may perform other preparation/documentation duties during said preparation/documentation time with the prior approval of the Director.

Staff breaks will occur from 12:30 p.m. – 1:00 p.m. on the day the staff meetings are scheduled.

**Article 27.**  
**LATE FEES**

When a parent is late picking up a child after 5:30 p.m., if that requires a Regular Full-time or Part-time Employee to stay late, that employee will be compensated at their regular rate of pay.

Before 5:30, if an Employee is required to stay past their regularly scheduled shift to be with a child who has not been picked up, then the Employee will be compensated at their regular rate of pay.

**Article 28.**  
**SUBSTITUTES**

The School is responsible for maintaining an up-to-date list of available substitutes and for ensuring proper classroom coverage. The Director is responsible for the hiring of substitutes. The Director is responsible for securing adequate substitute coverage for all time off.

**Article 29.**  
**CLASSROOM COVERAGE**

If there is an ongoing predictable need for classroom coverage that is unmet by the staffing schedule (including regular employees, interns, and grant-funded positions), the School will ensure that a staffing solution is in place as soon as possible to allow adequate classroom coverage.

**Article 30.**

## **WORKLOAD: STAFF/CHILD RATIOS**

The School is mandated to abide by all EEC regulations regarding ratios. Whenever a staff member becomes aware of a classroom out of compliance, the Director will be notified and the situation will be remedied as soon as possible.

The School and the Union agree to the following core day (8:30-3:30) enrollment guidelines for staff child ratios given the current physical plant and room assignments:

### Core Day Enrollment:

<b>Group:</b>	<b>Ratio:</b>	<b>Group:</b>	<b>Ratio:</b>
Toddler 1	1 staff: 4 children 2 staff: 7 children 8 children for 2 days a week max.	Preschool 1	1 staff: 8 children 2 staff: 16 children
Toddler 2	1 staff: 4 children 2 staff: 9 children	Preschool 2	1 staff: 8 children* 2 staff: 18 children
Toddler 3	1 staff: 4 children 2 staff: 9 children		

Toddler 1 ratio is in effect for the school year of 2018/ 2019 year only. The School and the Union must agree to continue the ratio by January 2019 for the school year of 2019/2010; otherwise the ratio is 2:7.

\*Preschool ratio may be temporarily changed to one (1) staff member per ten (10) children During nap time, on the playground, on days when a teacher has gone home unexpectedly, under unforeseen circumstances and determined by the director as the best way to meet the needs of all children in the school.

The School will make every effort to augment the adult/ child ratios by seeking available volunteers and student interns.

It is understood that the staff/child ratios for all rooms may be renegotiated if the School moves to a new space, modifies the grouping of children, or hires additional staff.

### **Article 31.**

## **WORK ENVIRONMENT**

The School also recognizes its obligations to cooperate with the Union in maintaining and approving a safe and healthful work environment. The School agrees to provide a copy of current EEC regulations to each classroom. The School agrees to make a good faith effort to comply with all OSHA standards.

Employees reserve the right to refuse to participate in actions that they believe, in good faith, to be hazardous to their health and safety. The School agrees to provide, where required or necessary, personal protective equipment, devices, and clothing without cost to the Employees.

### **Article 32.**

#### **AIR QUALITY**

Recognizing the difficulties inherent in maintaining fresh and clean air indoors, the School agrees to provide the best air quality possible. An Employee can request a professional inspection of air quality if he/she has serious concerns. If a change of worksite occurs, a professional inspection of air quality will be conducted within six (6) months of arrival. The results of these inspections will be made available to the Union, and the parties will re-open this article to correct existing problems and to negotiate ways to implement any recommendations for improvement made by the inspector.

### **Article 33.**

#### **SUPPLIES AND EQUIPMENT**

Staff will have input into the selection of equipment through the regular staff meetings, the Union Committee meetings, Board of Director meetings, and committee meetings.

Each classroom will receive \$100.00/month for the entire 12-month period to purchase curriculum supplies for the classroom, and the afternoon program will receive \$67.00/month as just described. Teachers may carry this money over from one month to the next but it must be used by the end of the fiscal year (September 30th). Nonotuck will keep monthly expense sheets for each classroom in accessible files in the office.

The School will allocate \$350.00 per year for the purchase of communal supplies such as art paper, paint, marker, crayons, brushes, blocks, and other essentials.

## **Article 34.**

### **PROFESSIONAL GROWTH AND DEVELOPMENT DAYS**

A. 1. Each Employee will be allotted two (2) paid professional days per year on their anniversary dates to attend educational conferences, courses, etc. Any time off to attend such courses and conferences plus related travel time or other activities related to professional growth and development, shall be subject to approval by the Director.

2. If an Employee participates in an early childhood course or workshop outside of regular working hours, she/he will be entitled to one (1) hour of compensatory time for every four (4) hours of involvement in such training. If the coursework is pass/fail, the Employee will be rewarded comp time after the successful completion of the course. This coursework will be subject to the approval of the Director. Compensatory time will be instituted after the EEC's mandated twenty (20) hours of job related training is completed.

B. The School will allocate up to three hundred thirty dollars (\$330.00) a year for job related training for each Employee. The Director must approve such training in advance. The staff member is responsible for providing the School with a transcript or other evidence of successful completion of the course. If the course is not successfully completed, the staff member must repay the School the money advanced for the course within six (6) months.

## **Article 35.**

### **FIRST AID TRAINING**

The Employer will arrange and pay for CPR and first aid training for the staff. The employee will be paid for all time worked, for any off-site, after hours CPR and First Aid trainings upon successful completion of those EEC-required courses. In accordance with Article 21.

## **Article 36.**

### **GRIEVANCE AND ARBITRATION**

A grievance shall be defined as any dispute arising between the parties pertaining to any matter of wages, hours, and working conditions, or any dispute between the parties involving the interpretation or application of this agreement.

Step 1: A written grievance must be presented to the Director within thirty (30) working days of the date the Union and/or Employee(s) knew

or should have known of the event giving rise to the grievance. The Director shall meet with the Union and/or Employee(s) within five (5) working days of the date the written grievance was received. The Director will provide the Union and the Employee(s) with a written response within five (5) working days of the meeting.

Step 2: If the grievance is not settled at Step 1 to the satisfaction of the Union, it shall be submitted to the Personnel Committee within five (5) working days of the date the Director's response was due. The Personnel Committee shall meet with the Union and/or Employee(s) within ten (10) working days of the date the written grievance was received. The Personnel Committee will provide the Union and the Employee(s) with a written response within five (5) working days of the meeting.

Step 3: If the grievance is not settled at Step 2 to the satisfaction of the Union, it shall be submitted the to the Board of Directors within five (5) working days of the date the Personnel Committee's response was due. The Board of Directors shall meet with the Union and/or Employee(s) at its next regularly scheduled meeting. The Board of Directors will provide the Union and the Employee(s) with a written response within five (5) working days of the meeting.

Step 4: If the grievance is not settled at Step 3 to the satisfaction of the Union, the parties will meet within five (5) working days of the date the Board of Directors' response was due to discuss calling in a mediator to try and resolve the dispute. This agreement must be mutual. The mediator shall have no authority to bind the parties to any settlement or to add to, or to subtract from, modify, change or alter any of the provisions of this agreement. Payment for the mediator shall be split between the Union and the School.

Step 5: If the grievance is not settled at Step 4 to the satisfaction of the Union, it shall be submitted to arbitration under the rules of the American Arbitration Association, Boston office within thirty (30) calendar days of the date the parties decided not to mediate or the date mediation ceased, as applicable. The award and decision of the arbitrator shall be final and binding. The arbitrator shall have no power to amend, modify, add to, alter or subtract from this Agreement or any provision hereof. The Employer and the Union shall divide the cost of the arbitration equally.

The parties may mutually agree in writing to waive a step in the above-referenced process.

**Article 37.  
WAGES**

**Career Lattice September 1, 2017**

2% across the board increase

Teacher	HS/GED	AA/CDA	BA	MA
Base Salary	\$16.19	\$16.54	\$16.88	\$17.24
Lead Teacher	\$16.54	\$16.88	\$17.24	\$17.57
Base Salary	\$16.66	\$16.99	\$17.34	\$17.71
Director I	\$16.66	\$16.99	\$17.34	\$17.71
Base Salary	\$16.83	\$17.18	\$17.51	\$17.87
Director II	\$16.83	\$17.18	\$17.51	\$17.87
Base Salary				

**Career Lattice September 1, 2018**

3.3% across the board increase

Teacher	HS/GED	AA/CDA	BA	MA
Base Salary	\$16.72	\$17.09	\$17.44	\$17.81
Lead Teacher	\$17.09	\$17.44	\$17.81	\$18.15
Base Salary	\$17.21	\$17.55	\$17.91	\$18.29
Director I	\$17.21	\$17.55	\$17.91	\$18.29
Base Salary	\$17.39	\$17.75	\$18.09	\$18.46
Director II	\$17.39	\$17.75	\$18.09	\$18.46
Base Salary				

**Career Lattice September 1, 2019**

2.4% across the board increase

Teacher	HS/GED	AA/CDA	BA	MA
Base Salary	\$17.12	\$17.50	\$17.86	\$18.24
Lead Teacher	\$17.50	\$17.86	\$18.24	\$18.59
Base Salary	\$17.62	\$17.97	\$18.34	\$18.73
Director I	\$17.62	\$17.97	\$18.34	\$18.73
Base Salary	\$17.81	\$18.18	\$18.52	\$18.90
Director II	\$17.81	\$18.18	\$18.52	\$18.90
Base Salary				

If a staff member has taken and passed the particular course required to be considered teacher-qualified, and has proof of the required classroom hours, she or he will be paid at the teacher-qualified rate as soon as the paperwork has been sent to the Department of Early Education and Care (EEC). Employees who complete the requirements to be Lead Teacher, Director I, or Director II will be compensated according to the wage lattices above starting in the next pay period following the School's receipt of official notification from EEC.

All Employees who complete a degree or receive a CDA will be compensated according to the wage lattices above starting in the next pay period following presentation of the appropriate documentation to the Director.

When a person who is not EEC teacher qualified is hired to be a co-teacher contingent on their becoming teacher qualified within an agreed upon time-frame, their starting salary will be \$.50 less than it will be once they become EEC teacher qualified according to the wage lattices above. For example, as of September 1, 2011, if a new employee has a high school diploma, they would start at \$13.78 and if they have a BA in early childhood or a related field, they would start at \$14.39. Upon becoming teacher-qualified, they will be placed on the appropriate step of the wage lattice (i.e. receive the additional \$.50).

Effective September 1, 2017, existing employees shall receive a 2% wage increase. Effective September 1, 2018, existing employees shall receive a 3.3% wage increase. Effective September 1, 2019, existing employees shall receive a 2.4% wage increase. New employees shall be placed on the appropriate step according to their education and position.

**Article 38.**  
**PAID LEAVE**

A. Employees shall receive twelve (12) paid sick leave days upon hire, and on their anniversary date each year. This time may be used for an employee's illness medical or dental appointments or for the illness, medical or dental appointments of a family member. For the purposes of this section, family members shall mean the employee's child, parent, parent-in-law, spouse, or domestic partner. On the Employee's anniversary date, an Employee may carry over up to two (2) days of unused sick leave time. If an Employee has nine (9) or more unused sick leave days at the end of the work day prior to the

Employee's anniversary date, said Employee will receive one (1) additional day of pay or one (1) day of time off. This will be prorated according to the average number of hours an Employee works each day, assuming a five (5) day work week. In addition, the Employer agrees to adhere to the provisions of the Family and Medical Leave Act (FMLA) and its regulations for all eligible employees as defined in the Act. Employees must return all forms within the applicable timeframes pursuant to the Act. Leave granted pursuant to the FMLA shall run concurrently with any other leave granted pursuant to the collective bargaining agreement. Employees may choose to use vacation and/or personal days during an FMLA leave, and will be required to use available sick leave. The School may not contact an employee's health care provider directly, except in the instance allowed under the FMLA.

B. If employees exhaust their paid leave days and are not eligible for short-term disability and need more, the following options are available:

1. Employees can choose to use vacation and/or personal time in lieu of sick time.
2. Employees may donate up to two (2) days of their accrued medical leave each year to a bank for employees who are in need of additional medical leave time for a major medical emergency. Employees may donate these days at any time prior to their anniversary date annually by notice to the School.

Employees may make a formal request to the Board to draw on the medical leave bank. Decisions of the Board with regard to these requests will not be arbitrary or capricious. If there are no days in the bank, Employees may not draw on the bank. During each school year (i.e. September 1 to August 31), the total number of days that can accumulate in the bank is equal to two times the number of regular employees. Days accumulated in the bank do not carry over from year to year and are considered "used" at the end of the school year in which they were donated.

C. The School will pay 100% of the premiums for Short Term Disability Insurance for all Employees covered by this agreement. This plan will provide Employees to be paid 60% of their salary when they are absent for an extended period of illness. Benefits will commence on the first day following an accident or the eighth day of an illness. The benefit has a maximum of 26 weeks of coverage. Employees shall be able to send their

application directly to the insurer. The School shall notify the broker of its preference to only be informed of the status of an application.

Should the premium levels exceed a total of 15% during the term of this agreement and/or if the school ceases to be eligible to participate in such a plan, this article will be re-opened and a comparable benefit will be negotiated.

**Article 39.**  
**EMERGENCY PAY ADVANCE**

Employees shall be granted an emergency pay advance up to two (2) times per fiscal year. The number of hours to be advanced will be limited to the hours regularly scheduled in a two (2) week pay period for the particular employee not to exceed the sum of work hours completed in current pay period and accrued vacation hours. This benefit may not be accessed by more than three (3) Employees per pay period. The pay advance will be deducted from the Employee's next regularly scheduled paycheck. The pay advance will be dispersed by the School within 24 hours of the Employee's request.

**Article 40.**  
**VACATION**

A. All employees are entitled to a paid vacation of the weekdays between Christmas Eve Day and New Years Day.

B. In the first year of employment, the Employee will receive ten (10) days of vacation time upon the end of their probationary period. In the second year of employment, the Employee will receive fifteen (15) days of vacation on their anniversary date. In the third year and beyond, the Employee will receive twenty (20) days of vacation on their anniversary date. A bargaining unit member who resigns shall have his/her vacation time prorated upon departure based upon the amount of the year that has been completed.

C. Vacation days must be scheduled with and approved by the Director. Requests for 1 day are to be submitted at least one (1) week in advance. Requests for two (2) consecutive days are to be submitted at least two (2) weeks in advance. Requests for three consecutive days or more off are to be submitted at least four (4) weeks in advance. A written update from the Employer will normally be provided in the requesting Employee's

mailbox within three (3) days of their request for vacation day(s).

D. All Employees are required to use five (5) days of vacation time per anniversary year. Employees may carryover a maximum of five (5) vacation days from one year to the next on their anniversary date. If the Employee still has remaining vacation days (after the five (5) days mentioned above) at the end of the anniversary year, the remaining vacation days will be paid to the Employee. If an Employee is prevented from taking requested time off through no fault of his or her own, the Employee will be paid for this time.

#### **Article 41. HOLIDAYS**

Employees are entitled to the following paid holidays if they fall on a day that they are regularly scheduled to work:

- New Years Day
- Martin Luther King Day
- Presidents' Day
- Memorial Day
- July 4
- Labor Day
- Columbus Day
- Day before Thanksgiving – close at 12:30 p.m.
- Thanksgiving and the next day
- Christmas Eve Day
- Christmas

If a holiday falls on a Saturday, Employees who are scheduled to work shall have the preceding Friday off. If a holiday falls on a Sunday, the Employees who are scheduled to work shall have the following Monday off. If the holiday falls during an Employee's vacation, the Employee shall not be charged a vacation day for that day.

The exception to the above paragraph is Christmas eve day falls on a Saturday. Employees will receive a payment to one work day, but the school will not be closed on the Friday before.

**Article 42.**  
**PERSONAL DAYS**

Employees are entitled to three (3) personal days a year. (A year starts on the date of hire and ends on the anniversary date for any individual).

**Article 43.**  
**POLITICAL LOBBYING**

Up to twenty-four (24) hours of paid release time may be made available for Employees to engage in political lobbying in support of bills that are advantageous to the School and its clients, providing prior approval has been obtained from the Director.

**Article 44.**  
**INCLEMENT WEATHER**

A. If prior to the start of the Nonotuck school day Northampton Public Schools announces a delay or closing (including an early closing), Nonotuck will also have such delay or closing. If Northampton Public Schools are not in session, the Director will make a decision to close or delay school by 6:00 a.m. based upon weather reports, area closings, and DPW and police recommendations, etc.

B. If an announcement of an early unanticipated closing is made by the Northampton Public Schools after the beginning of the Nonotuck school day, parents will be notified that they are to pick up their children as soon as reasonably possible. As children are picked up, the Director will assess staffing needs and EEC ratio guidelines and release staff members home early in an order based upon considerations such as the needs of the children, the amount of travel required of the staff member, and whether the staff member has children who need to be picked up.

C. All teachers will be paid for their regularly scheduled hours if the School is closed, delays opening, or closes early for inclement weather on a day that they are scheduled to work.

D. If any employee reasonably believes that it would be directly hazardous to their health to report to work due to snow or ice on the roads (whether or not public schools are closed or delayed), said Employee may use personal or vacation time.

E. It is understood that the Inclement Weather Policy may be re-negotiated if the

School relocates to a community outside of Northampton.

**Article 45.**

**BEREAVEMENT LEAVE**

In the event of a death, an Employee will be eligible to receive up to three (3) days per death bereavement leave for close relatives or friends (appropriateness and days needed to be determined by affected Employee). Employees may put in a written request to the Director to be paid for up to five (5) days bereavement leave. Bereavement leave may be used for subsequent related events including but not limited to Jewish unveiling days. Bereavement leave benefits may not be accumulated, nor will Employees be paid in lieu of any unused bereavement leave.

**Article 46.**

**JURY LEAVE**

Employees called for jury duty shall be paid the difference between their jury pay and their regular pay, up to a maximum of thirty (30) days. Employees will be given time off to serve jury duty.

**Article 47.**

**SET UP DAYS**

There will be at least two (2) set up days for teaching staff per school year. Attendance is mandatory. Employees will be compensated at their regular rate. The morning of each set up day will be spent in training activities. Input on training needs will be solicited from the staff but determined by the Director.

**Article 48.**

**EMPLOYEE CHILD CARE**

Children of staff members and grandchildren who are members of the Employee's household will receive first priority for any available child care services the School provides as openings become available. Bargaining unit members with less than five (5) years of continuous service with the School will be entitled to any available child care services the School provides at a rate of seventy-five percent (75%) of the School's regular tuition. Bargaining unit members with at least five (5) years of continuous service with the School will be entitled to any available child care services the School provides at a rate of fifty percent

(50%) of the School's regular tuition. Staff children can enter the group taught by their parent only with the approval of the Director.

#### **Article 49.**

#### **TRAVEL REIMBURSEMENT**

Employees will be compensated at the current IRS mileage rate for Director-approved travel that relates directly to the daily operations of the School (for example, for emergency food shopping, or to attend a mandatory EEC meeting). Employees who use public transportation rather than their own vehicle for this kind of School-related travel will be reimbursed for that cost.

Travel costs incurred while attending workshops or courses may be compensated at the current IRS mileage rate out of the Professional Growth and Development allotment in Article 34 with the approval of the Director.

#### **Article 50.**

#### **LEAVES OF ABSENCE**

All employees are entitled to twelve (12) weeks unpaid maternity/ paternity/ adoption leave, one (1) month unpaid military leave. Employees who have completed one (1) year of service are entitled to up to twelve (12) months of unpaid maternity/paternity/adoption leave. Leaves of up to one (1) year, for any other reason, may be granted if approved by the Director and the Board of Directors. Employees are entitled to return to their original jobs at the completion of their leave. Employees will accrue seniority during these leaves. While the employee is being paid (using vacation and/or sick time), all vacation and sick time benefits will continue to accrue.

If the leave is being taken for medical reasons, including maternity leave, the Employee will be paid any sick pay earnings, or receive donated sick time as described in Article 38, Paid Leave, at the start of the leave, to the extent approved by a doctor. Employees may also request to be paid any vacation time earned at the start of the leave. The remainder of the time will be unpaid.

Employees will receive health benefits for a maximum of 12 weeks for maternity or medical leave. Coverage may be extended at the discretion of the Board. Employees on medical leave must receive from their treating physician a written "release to work" specifically allowing the Employee to perform all the essential functions of the Employee's job. Prior to their return, Employees must deliver the release to the Director.

**Article 51.**  
**TERMINATION NOTICE**

Employees who voluntarily resign their positions will make every effort to provide four (4) weeks notice.

**Article 52.**  
**DISCIPLINE AND DISCHARGE**

The School will not discipline or discharge without just cause. Copies of disciplinary actions will be sent to the Union. The Nonotuck Community School will continue its past practice of having newly hired teachers sign the School's discipline policy.

All disciplinary or investigatory discussions shall take place in a private setting, except in emergency situations. Only the Director and Personnel Committee members who are appropriately part of the disciplinary process shall have access to the information (allegations, testimony, statements, etc.) relevant to disciplinary decisions. Disciplinary issues shall be investigated by the Director or his/her designee prior to issuing discipline or any adverse consequences to an employee. If there is disagreement regarding any disciplinary action taken, the grievance procedure shall be utilized.

**Article 53.**  
**TEMPORARY PAY**

In circumstances where the Director is absent from work for more than one (1) hour, the following stipend amounts shall apply, and be prorated for partial days:

- a. If a teacher is designated to take the substitute calls, coordinate substitute coverage, and perform the planning duties of the Director, said teacher will receive a stipend of \$16.50 per day.
- b. If a teacher is designated to take the substitute calls, coordinate substitute coverage, and perform the planning duties of the Director in conjunction with the Administrative Assistant, said teacher will receive a stipend of \$8.80 per day.
- c. If the Administrative Assistant is designated to take the substitute calls, coordinate substitute coverage, and perform the planning duties of the Director, no teacher will receive a stipend.

- d. If the Director in his/her absence takes the substitute calls, coordinates substitute coverage, and performs the planning duties, no teacher will receive a stipend.

The stipend amount is to be added to the teacher's regular pay.

#### **Article 54.**

##### **HEALTH INSURANCE BENEFITS**

All employees who are regularly scheduled to work twenty (20) hours or more per week will receive the following health insurance benefits:

The School will pay that percentage of the lowest cost Individual Coverage Health Insurance Plan offered, equal to two and one quarter (2.25) times the Employee's regular weekly hours. (Example: A covered Employee with a regular forty (40) hour per week schedule would receive ninety (90) percent Employer paid Individual Plan Health Insurance from the lowest cost plan offered.

If any teacher has a need for Double or Family coverage, the parties will meet to develop a plan to help address this need.

The plans offered will be the same or equal to the plans currently offered. A committee comprised of the Union and the School will meet at least one (1) month prior to the renewal date of the insurance to discuss projected premium increases and equal options that may be available.

If any teacher has a need for Double or Family Insurance, the School will pay the dollar amount towards the monthly premium equivalent to that which would have been paid under the Individual Plan.

#### **Article 55.**

##### **DENTAL INSURANCE**

In each year of the agreement, the School will pay 75% of total premium of the chosen (see attachment) dental plan for family coverage for the Employee and their family. The School will pay 50% of the total premium of the chosen dental plan for individual coverage for the Employee.

**Article 56.**  
**RETIREMENT PLAN**

All eligible Employees shall have the option of contributing to the Simple IRA plan as much as is allowed under the law. The School agrees to make a contribution equal to two percent (2%) of the Employee's annual salary to the Simple IRA plan. The School will pay the yearly custodial fee for each employee in each year of the contract, up to twenty dollars (\$20.00) per plan year per participant. The investment options shall be mutually agreeable to the School and the Union.

**Article 57.**  
**SCHOOL MOVING**

Teachers will not be required to participate in moving. The School will utilize parents or hire professional movers to move. Time spent beyond the teacher's normally scheduled work week engaged in moving activities, including but not limited to cleaning, packing and indoor/outdoor setup, will be compensated at the rate of time and a half. The School will be closed for three work days for packing and set up. Teachers will be expected to work their regularly scheduled hours on these days and will receive their regular rate of pay. The School will provide all supplies needed for moving.

**Article 58.**  
**SCHOOL CLOSING**

Should the School close permanently staff severance pay packages will be determined through negotiation with the Union. If funds are available, the severance packages will not be less than the severance pay described in Article 18 (Layoffs).

**Article 59.**  
**DIGNITY AND RESPECT**

All members of the Nonotuck Community School; including but not limited to employees, students, parents, board members, the Director, etc.; are entitled to be treated with dignity and respect at all times.

**Article 60.**  
**CONFLICT RESOLUTION**

If a conflict arises between or among staff members, the following process shall be utilized.

- a. If a staff member disagrees with the action or inaction of another staff member, the Administrative Assistant, or the Director; the person with the complaint (the complainant) shall raise the issue directly with the other individual and attempt to resolve the issue.
- b. If this does not resolve the issue, then the complainant shall meet with the Director and a member of the personnel committee. If the complaint involves the Director, then the complainant shall meet with two (2) members of the personnel committee.
- c. If this does not resolve the issue, then the complainant shall meet with the full personnel committee.

**Article 61.**  
**DURATION OF CONTRACT**

This agreement shall become effective as of September 1st, 2017 and continue in full force and effect until August 31st, 2020.

**{signatures on file}**

***For Nonotuck Community School:***

Leslie Pilder, Director  
Lenore Palladino, Board President

***For UAW Local 2322:***

Hannah Levine, Bargaining Committee  
Melissa Graziano, Bargaining Committee  
Chrissie Rouse, Bargaining Committee  
Henry Pires, UAW Local 2322 Representative  
Karen Rosenberg, UAW International Representative

**Memorandum of Understanding #1**

The parties agree that the dental plan referenced in Article 55 of this Agreement is the plan described below.

**{signatures on file}**



## Delta Dental Premier with National Coverage

This chart represents the approximate level of coverage for services performed by dentists who participate in the Delta Dental Premier network with national coverage. It also indicates any limitations that may exist for each service. The limitations reflect the availability of coverage only. It is up to you and your dentist to determine the need and frequency of dental procedures. Please see the reverse side of this page for information about how to use your plan.

### Health Services Administrators Group # 004784 – 7401 (2 to 9 Employees)

Type I Preventive	Type II Basic Restorative	Type III Major Restorative
<b>Calendar Year Deductible:</b> \$50 per Individual on all services, \$150 per Family Deductibles met in the fourth quarter are carried forward to the following calendar year.		
<b>Covered at 100%</b>	<b>Covered at 80%</b>	<b>Covered at 50%</b>
<b>Diagnostic:</b> Comprehensive Evaluation - <i>Once every 60 months per dentist</i> Periodic Oral Exams - <i>Once every 6 months</i> Full Mouth X-rays - <i>Once every 60 months</i> Bitewing X-rays - <i>Once every 6 months</i> Single Tooth X-rays - <i>As needed</i>  <b>Preventive:</b> Teeth Cleaning - <i>Once every 6 months</i> Fluoride Treatments - <i>Once every 6 months for members under age 19</i> Space Maintainers (required due to the premature loss of teeth) - <i>For members under age 14 and not for the replacement of primary or permanent anterior teeth</i> Sealants - <i>Unrestored permanent molars, once per tooth for members through age 15. Sealants are also covered for members aged 16 up to age 19 for those who have had a recent cavity and are at risk for decay</i> Chlorhexidine Mouthrinse - <i>This is a covered benefit only when administered and dispensed in your dentist's office following scaling and root planing</i> Fluoride Toothpaste - <i>This is a covered benefit only when administered and dispensed in your dentist's office following periodontal surgery</i>	<b>Restorative:</b> Silver Fillings - <i>Once every 24 months per surface per tooth</i> White Fillings - <i>Once every 24 months per surface per tooth on front teeth; single surface only on back teeth</i> Temporary Fillings - <i>Once per tooth</i> Stainless Steel Crowns (baby teeth only) - <i>Once every 24 months per tooth</i>  <b>Oral Surgery:</b> <i>Oral surgical benefits not provided when rendered in a surgical day care or hospital setting</i> Simple Extractions Surgical Extractions  <b>Periodontics:</b> Periodontal Surgery - <i>Periodontal benefits not provided when rendered in a surgical day care or hospital setting</i> Scaling and Root Planing - <i>Once in 24 months, per quadrant</i> Periodontal Cleaning - <i>Once every 3 months following active periodontal treatment, not to exceed 2 in a calendar year if combined with preventive cleanings</i>  <b>Endodontics:</b> Root Canal Treatment - <i>Once per tooth</i> Vital Pulpotomy - <i>Limited to deciduous teeth for members under age 14</i>  <b>Prosthetic Maintenance:</b> Bridge or Denture Repair - <i>Once within 12 months, same repair</i> Rebase or Reline of Dentures - <i>Once within 36 months</i> Recement of Crowns and Onlays - <i>Once per tooth</i>  <b>Emergency Dental Care:</b> Minor Treatment for Pain Relief - <i>Three occurrences in 12 months</i> General Anesthesia - <i>Allowed with covered surgical services only</i>	<b>Prosthodontics:</b> Dentures - <i>Once within 60 months</i> Fixed Bridges and Crowns (when part of a bridge) - <i>Once within 60 months</i>  <b>Major Restorative:</b> Crowns (when teeth cannot be restored with regular fillings) - <i>Once within 60 months per tooth</i>
<b>Calendar Year Maximum:</b> \$1,200 per person.		<b>Limitations Do Apply.</b>

Dependents covered to age 19. Full-time students covered to age 23.  
 There is a twelve month waiting period for Periodontic, Endodontic, and Type III services.  
 Endosteal (single-tooth) Implants: Covered as a Type III benefit – Once within 60 months per implant.

\$45.00 Individual

\$102.00 Family

Rates Effective 10/1/06 - 9/30/07