

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CONCORD SCHOOL DISTRICT

AND

UAW AND ITS CUSTODIANS UNIT LOCAL 2232

JULY 1, 2010 - JUNE 30, 2013

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BETWEEN

CONCORD SCHOOL DISTRICT

AND

UAW AND ITS LOCAL UNIT 2232

JULY 1, 2010 to JUNE 30, 2013

This Agreement, made and entered into between the Concord School District (the District) and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) and its Local 2232 (Local 2232) (together, the Union) shall be in force for the years beginning July 1, 2010 and ending June 30, 2013. The Agreement will be renewed annually unless one of the parties has notified the other in writing at least sixty (60) days prior to the expiration date of any such period that it will not accept renewal.

ARTICLE 1: RECOGNITION

1.01 The District recognizes the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) as having been certified by the New Hampshire Public Employees Labor Relations Board (PELRB) as the exclusive bargaining representative of the bargaining unit consisting of all full-time and regular part-time Custodians, Shift Supervisors, and Head Custodians except the District Facilities Coordinator, Director of Facilities and Planning and other District supervisory personnel, as certified by the PELRB in Case No. M-0687 on September 30, 1993.

1.02 Definitions:

A. "Employee(s)" includes all personnel working in the bargaining unit as defined in Section 1.01.

B. "Temporary Employees" includes all personnel hired by the District on a temporary basis for a period of six months or less. The District reserves the right to hire temporary employees for six months or less who shall not become members of the bargaining unit. The District may also hire replacement employees for a defined period of employment in accordance with Article 15.08.

C. "Full-Time Employees" includes all employees scheduled to work at least thirty (30) hours or more per work week.

- D. "Part-Time Employees" include all employees scheduled to work at least twenty (20) hours or more per week.
- E. "Replacement Employees" - The District may hire replacements for bargaining unit members who are on leaves of absence for a defined period of employment only. It is understood that said replacement employees shall be considered temporary employees for up to six (6) months of their employment as defined in Article 1.02,B. Thus, replacement employees shall not be considered bargaining unit members and shall not receive benefits during that six (6) month period. Thereafter, replacement employees shall be provided with benefits in accordance with this Agreement for the duration of their employment or of the defined period of their employment, whichever is shorter.
- The termination of employment of a replacement employee, whether at any time after the six (6) month period of temporary employment or at the conclusion of his or her defined period of employment, shall not be considered a lay-off and the lay-off procedure in Article 23 of this Agreement shall not apply to a replacement employee whose employment has been terminated.
- F. "School" means any work location.
- G. Words in the singular in this Agreement shall be considered to include the plural if the context requires.

ARTICLE 2: MANAGEMENT RIGHTS

2.01 The Association agrees that, subject to the express provisions of this Agreement, the supervision, management and control of the District's business and operations, in all its phases and details, including those matters defined by RSA 273-A as being "managerial policy within the exclusive prerogative of the public employer, or confided exclusively to the public employer by statute or regulations adopted pursuant to statute," are exclusively vested in the District and its designated agents. The District and its agents shall have jurisdiction over all matters concerning the management of the Concord School District, including, but not limited to, the functions, programs and methods of the District, including the use of technology, and the direction and number of personnel. The entire RSA 273-A can be found at: www.gencourt.state.nh.us/rsa/html/XXIII/273-A.

ARTICLE 3: UNION RIGHTS

- 3.01 It is recognized that the negotiations for, and administration of, this Agreement entail expenses which appropriately should be shared by all employees who are beneficiaries of the Agreement. Although it is agreed that union membership is not a mandatory condition of employment, any employee in the bargaining unit who does not join the Union is expected to execute an authorization for the deduction of a "Representation Fee" which shall be a sum equivalent to the membership dues and assessments required to be paid by the members of the Union as the cost of administering the provisions of this agreement. Upon receipt of such authorization, the District agrees to deduct said fee from the employee's wages and transmit it to the Union.
- 3.02 The District agrees to deduct unit dues, reinstatements and initiation fees from the wages of the employees who are members of the bargaining unit upon receipt of a signed authorization from those employees to deduct and transmit said amounts to the Union. The authorization will be in writing on the form attached as **Exhibit B** to this Agreement.
- 3.03 The Union shall provide the District with a list, in writing, of the affected employees and the amount to be deducted for each employee. The Union shall also certify to the District, in writing, the current rate of the dues referred to in Sections 3.01 and 3.02. The Union agrees to provide the District with written notice thirty (30) days prior to the first pay day in July of any changes in the rate of its dues.
- 3.04 Deductions referred to in Sections 3.01 and 3.02 shall begin on the first pay day of July of each year, so long as the District has received the employee's authorization form by June 1 of each year. Exceptions may be made for new employees. Deductions will be made on a bi-weekly basis.
- 3.05 The Union shall indemnify and save the District harmless against any and all claims, demands, lawsuits or other forms of liability that may arise out of or by reason of action taken by the District in making payroll deductions of Union dues, representation, reinstatement or initiation fees made pursuant to the provisions of this Article.
- 3.06 The Union may be present at all new employee orientation sessions to explain the dues deduction arrangement between the District and the Union and to afford new employees the opportunity to sign authorization forms.
- 3.07 The Union shall be represented by a Union Committee composed of three (3) members and four (4) alternates who shall be employees

of the District. The alternates shall serve only when members of the Union Committee are unavailable.

- 3.08 The processing of grievances, contract negotiations and other meetings between the District and the Union Committee shall take place at reasonable times on school property.
- 3.09 The Union may post notices of its activities and matters of concern on staff bulletin boards. Bulletin boards are located in each school and the Central Office. No notices shall be posted in the schools except on such bulletin boards. No Union notice shall be posted until it has been signed by the President or Secretary of the Union or the Chairperson of Local 2232. The Union may also use the school mailbox system. The Union may also post notices and make use of the District's e-mail system, with the understanding that such use must be in accordance with all applicable laws and District policies, and that no right of privacy shall be expected by any user of the District e-mail system.
- 3.10 The District will provide each employee with seven (7) sets of uniforms or seven (7) alternative uniforms, to be maintained by the District. The District will provide two (2) T-shirts at the beginning of each summer vacation that will be the responsibility of the employee to maintain. At the end of the probationary period, the District will provide a custodian with one (1) three-season jacket that will be maintained by the custodian. After five (5) years of service with the District and every five (5) years thereafter, the District shall replace the three-season jacket.
- 3.11 The District will provide each employee with a copy of this 2010-2013 Agreement. Thereafter, the cost of printing copies of the Agreement will be shared equally between the District and the Union. The CBA will be made available to all employees on the District website.
- 3.12 The District agrees to deduct specified amounts in accordance with District payroll deduction rules from the wages of employees and to deposit those amounts in the employee's account at any institution that can receive such deductions from the Federal Reserve's automated deposit system, upon receipt of a signed authorization from said employee to deduct and transmit those amounts to the specified bank or credit union. The authorization must be in writing on a form established by the Concord School District. (**Exhibit I**)
- 3.13 At any District-wide meeting of custodians, the Union shall be given the opportunity to distribute reports and announcements, provided that such activity is scheduled by the District or its

agents, and that such activity does not interfere with the orderly conduct of the District's business.

- 3.14 At the beginning of every school year, the Union will be credited with thirty (30) hours to be used by members of the Union. Such use, with pay, will be at the discretion of the Union and shall not be for less than one hour, and the Director of Human Resources or designee will be notified no less than twenty-four (24) hours prior to the use of such time. This time will not be treated as time described in RSA 273-A:11, II.

ARTICLE 4: DISCRIMINATION

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

ARTICLE 5: HOURS OF WORK

5.01 Regular Weekly Work Schedule

For employees hired before July 1, 1993, the regular weekly work schedule shall consist of five eight hour work days which may be scheduled Monday through Friday. For employees hired on or after July 1, 1993, the regular weekly work schedule shall consist of five eight hour work days which may be scheduled Monday through Sunday. As provided in Article 13 of this Agreement, the regular weekly work schedule may vary for any employee who applies for and is selected for a vacant position, promotion or transfer. Each work day shall include one unpaid 30 minute lunch period and two (2) fifteen (15) minute paid breaks. The regular weekly work schedule may be varied for the rotating and shift work schedules of those buildings having a night shift and to accommodate the summer work schedule. The supervisors reserve the right to schedule hours on certain jobs which cannot be performed within the normal work day or work week for a period of not more than 30 work days per school year. The District will provide one week's notice of a change in an employee's regularly scheduled daily hours of work.

- 5.02 The normal clean-up time is five (5) minutes before lunch period and five (5) minutes before the end of each shift. The District reserves the right to alter the clean-up time in cases which, in their opinion, merit change.

ARTICLE 6: WAGES

6.01 The wage scale of all employees covered by this Agreement is set forth as **Exhibit C**.

2010-2011 Year 1:	2.0%
2011-2012 Year 2:	2.0%
2012-2012 Year 3:	2.0%

Employees hired on or after July 1, 2010 will be placed no higher than Step 5 of the salary scale.

ARTICLE 7: PREMIUM PAY

7.01 Employees who begin work between 12:00 p.m. and 10:29 p.m. shall receive a premium in addition to their regular hourly wage in the amount of \$0.80 per hour. Employees who begin work between 10:30 p.m. and 3:00 a.m. shall receive a premium in addition to their regular hourly wage in the amount of \$0.90 per hour. This premium shall not be paid to Head Custodians or shift supervisors.

7.02 The District will provide cell phones to Head Custodians and shift supervisors to facilitate communication and their availability in the event of an emergency without restricting their ability to engage in alternative activities when they are not at work in the District. Head Custodians and shift supervisors are expected to carry their cell phones with them at all times except approved vacations. When unavailable during non-work hours, or unable to have cell phone access, Head Custodians and shift supervisors may designate a building custodian to assume those responsibilities for said period. Said designation must be relayed to the District Facilities Coordinator in advance."

7.03 Employees who are employed as Head Custodians at the elementary schools or as shift supervisors at Rundlett Middle School will receive a premium in addition to their regular hourly wage in the amount of \$2.50 per hour.

7.04 Employees who are employed as shift supervisors at the high school will receive a premium in addition to their regular hourly wage in the amount of \$3.50 per hour.

7.05 Employees who are employed as Head Custodians at the secondary schools will receive a premium in addition to their regular hourly wage in the amount of \$4.25 per hour.

7.06 Employees working on a temporary shift (five working days or less) which is not the result of a change in summer hours will be compensated at their current hourly wage or at the hourly wage of the shift to which they have transferred, whichever is higher.

7.07 With the exception of vacation periods, when an employee is assigned and assumes the schedule and duties of an absent employee who receives a wage premium as provided in Sections 7.01, 7.03 7.04 or 7.05, that substitute employee shall, beginning with the sixth (6th) consecutive day of work and for all consecutive work days thereafter for said absence, be paid at his/her own wage rate at his/her current step, but shall also receive the wage premium associated with the assigned schedule or duties.

ARTICLE 8: OVERTIME

8.01 Overtime is authorized work performed during time worked in excess of forty (40) hours per work week. Overtime can only be authorized by the Head Custodian (scheduled events only), District Facilities Coordinator or the Director of Facilities and Planning.

8.02 Actual hours worked, pre-approved annual leave and personal leave, emergency leave and holiday time will constitute "time worked" for the purpose of determining the time worked in excess of the forty (40) hours per work week required to establish eligibility for overtime compensation.

8.03 Overtime shall be compensated at one and one-half (1 1/2) times the employee's regular rate of pay including any premium pay. An employee who is required to work overtime on a Sunday will be paid twice his/her regular rate of pay, including any premium pay.

8.04 Overtime shall be distributed by the supervisors first to employees assigned to the school where the overtime work is needed. Overtime assignments will be on a voluntary basis except in cases of emergency or in a case where the number of volunteers is inadequate to carry out orderly departmental operation.

8.05 Any employee who is called into work for an activity which was not regularly scheduled as part of his or her work week by a Principal, Head Custodian (in cases of emergency only), Shift Supervisor, the District Facilities Coordinator, the Director of Facilities and Planning or an outside agency (i.e., Police Dept., Fire Dept., alarm company) at a time other than his/her scheduled shift shall receive a minimum of two (2) hours pay at his/her prevailing overtime rate. "Call in" shall mean less than eight (8) hours notice. All hours worked during a call-in period shall be recorded through the District's time clock system."

ARTICLE 9: BONUS PAY

9.01 Bonus pay will be awarded as set forth in this section to any employee who uses fewer than twenty-four (24) hours per year. All bonus pay shall be at the employee's regular rate of pay, including any premium paid, at the time of the bonus pay distribution. Bonus pay will be disbursed at the conclusion of the contract year.

0 sick hours used = 32 hours bonus pay
.25 to 8.00 sick hours used = 24 hours bonus pay
8.25 to 16.00 sick hours used = 16 hours bonus pay
16.25 to 24.00 sick hours used = 8 hours bonus pay

In lieu of bonus pay, employees may choose, from June 1 through June 30 of every contract year, to convert some or all of the days for which they would otherwise receive bonus pay to bonus days. Bonus days may be accrued, however, employees may not receive, at the conclusion of any one contract year, any combination of bonus pay and bonus hours (in lieu of bonus pay) in excess of the formula set out above.

Bonus hours awarded to permanent part-time employees will be based on the number of regularly scheduled work hours, i.e., all calculations will be one-half of those awarded to permanent full-time employees

9.02 Any employee who leaves the District while employed in good standing, has given two (2) weeks notice to the District and has worked the two (2) week notice period shall receive an amount of pay equal to his/her then current rate of pay for 100% of his/her accrued bonus days, if any.

ARTICLE 10: LONGEVITY

10.01 A bonus for length of service shall be paid to those employees who have satisfied the service requirements set forth herein by July 1 of each year. Payment shall be made in whole in the first paycheck in December.

After completing ten consecutive years of service \$ 800
After completing twenty consecutive years of service \$1,200

ARTICLE 11: CONTRACT YEAR

- 11.01 The contract year for individual contracts runs from July 1 to June 30.
- 11.02 Reemployment contracts for the following year will be issued, except in unusual circumstances, on or before June 1. Signed reemployment contracts shall be returned to the Director of Human Resources on or before June 15.

ARTICLE 12: DISCIPLINE

- 12.01 Employees hired for a permanent position shall be probationary employees for the first forty-five (45) working days following the first day they begin work. Probationary employees may be disciplined or terminated at the sole discretion of the District or its representatives.
- 12.02 No permanent employee shall be disciplined except for just cause. The parties agree that disciplinary action will normally be progressive and corrective and may include: verbal warnings, written warnings, suspensions without pay and discharge. No disciplinary action will be taken without first notifying the Union of said discipline.
- 12.03 Written warnings, and suspension and discharge notices shall be in written form and shall identify the reason(s) for the action. The employee and the Union will receive a copy of written warnings and notices promptly.
- 12.04 When in the judgment of the District or its representatives, charges of an extremely serious nature (for example, charges including but not limited to: theft, immoral conduct, fighting or attempt to injure another, willful destruction of property, insubordination) are made, the Director of Human Resources or designee shall meet with the accused employee, who may be represented by the Union, and present the charges and evidence in the District's possession. If it is the determination of the Director of Human Resources or designee that the employee should be immediately suspended, such suspension shall be without pay. Nothing in this Section shall abrogate the District's right to immediately suspend or discharge an employee if, following an investigation, it is the Superintendent or designee's conclusion that charges of a serious nature have been confirmed.
- 12.05 An employee who is being interviewed by a non-affiliated supervisor in a management capacity concerning matters for which disciplinary action is being considered for that employee may have a Union representative present at the interview. The

meeting at which the interview occurs shall be held within five (5) work days following the District's request for a meeting.

ARTICLE 13: FILLING OF VACANCIES

- 13.01 Notices of all new permanent custodial positions, promotions or transfers contemplated beyond a period of thirty (30) days shall be posted on the staff bulletin board in each school and in the Central Office for a minimum of seven (7) working days. A copy of the notice will also be mailed to the Chairperson of Local 2232. Notices shall include a classification title, accurate summary of job requirements, a list of qualifications, salary, the name and location of the school, starting date, weekly work schedule, shift and posting date.
- 13.02 Interested non-probationary or permanent employees shall have the opportunity to apply for such positions, promotions or transfers in accordance with this Section. Any employee shall have the right to an interview for the vacant position, promotion or transfer if that employee submits a written request not later than seven (7) working days after the date the position is posted.
- 13.03 Any non-probationary or permanent employee who applies for such vacant position, promotion or transfer, and is selected to fill the vacant position, promotion or transfer, must accept and work the weekly work schedule posted for the vacant position, promotion or transfer regardless of the employee's date of hire.
- 13.04 New positions, promotions and transfers will be filled by a non-probationary or permanent employee provided:
- (a) he/she submits a written application within seven (7) days after the date the position is posted, and
 - (b) he/she is the most qualified candidate for the position among the pool of qualified internal and external candidates.
 - (c) Where two or more employees are equally qualified, the senior employee will be awarded the position.

The District will provide written notification to an employee who is a candidate for a position regarding the outcome of the hiring process, however, no reasons for the selection made shall be provided in such notification.

ARTICLE 14: HOLIDAYS

- 14.01 All permanent employees shall be granted the following holidays with pay provided the day falls within the employee's contracted work year: New Year's Day, Civil Rights Day/Martin Luther King Day, President's Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and the day after, and 3 days during the Christmas recess.
- 14.02 Actual days off will be defined by the school calendar. If a holiday occurs when school is in session, employees will be given an alternative floating holiday to be taken any time prior to June 30 of that school year with prior approval. Floating holidays require advance notice, supervisory approval and will be allowed on a first-come, first-serve basis. In all cases, school or building priorities must take precedence. If a holiday falls on a weekend, the District shall designate an alternative day for that holiday. If a holiday falls on a Saturday, Friday will generally be the designated holiday. If the holiday falls on a Sunday, Monday will generally be the designated holiday. If a floating holiday request is denied and cannot be approved at another time prior to June 30 of that school year the employee will be given the holiday pay in lieu of a day off. At no time will a holiday be lost due to a denied request for a floating holiday.
- 14.03 If a holiday falls within the contracted work schedule of a permanent part-time employee, that employee will be compensated the amount he/she would have earned had he/she worked as otherwise scheduled on that day.
- 14.04 An employee who is required to work on a holiday will be paid twice his/her standard wage rate.
- 14.05 The District agrees to pay employees an amount equal to one day's pay at their regular rate, including any premium pay, for their birthdays. No time off shall be given for the birthday.

ARTICLE 15: LEAVES

15.01 Annual Leave

- A. Employees may take accrued annual leave after completing six (6) months of employment. Upon completion of the probationary period, employees will be credited for the time worked during the probationary period toward eligibility for annual leave.
- B. After completing the first twelve (12) months of employment, the employee will earn ten (10) annual leave days. Permanent

part-time employees will earn five (5) annual leave days per year at their current daily rate.

- C. After completing twelve (12) months of employment, employees shall earn $1\frac{1}{4}$ annual leave days for each month worked (15 days total). After completing twenty-five (25) years of employment, employees shall earn $1\frac{1}{2}$ annual leave days for each month worked (18 days total). Annual leave may be accrued for a period not exceeding forty (40) days. Annual leave is only earned based upon time actually worked. Annual leave will not accrue during leaves of absence. After completing twelve (12) months of employment, permanent part-time employees shall earn .625 annual leave days for each month worked (7.5 days total). After completing twenty-five (25) years of employment, permanent part-time employees shall earn .75 annual leave days for each month worked (9 days total).
- D. Employees are encouraged to take their annual leave during the summer or when school is not in session.
- E. Requests for annual leave shall be submitted in writing to the employee's supervisor at least three (3) work days before the requested start of annual leave. In the event of a conflict in requested annual leave, the supervisor shall schedule annual leave based upon the needs of the employee's school. Annual leave will generally not be approved for the week following the close of school or the week before the opening of school. The District reserves the right to approve annual leave requests.
- F. If an employee dies while employed by the District, the District shall pay an amount equal to the employee's regular and premium pay for 100% of his/her accrued annual leave, if any, to the following:
 - (a) a named beneficiary if the employee has filed one, or
 - (b) if no named beneficiary has been filed, to the estate of the deceased employee.

15.02 Bereavement Leave

- A. After completion of the probationary period, employees shall be entitled to time off with pay for the purpose of attending funerals for members of their immediate family up to three (3) days for each occurrence. Pay shall be based on the employee's regular rate per day for any regularly scheduled work day within said three day period. No absence shall be excused for this purpose where the employee does not attend the funeral of

the deceased. An employee may utilize sick or personal obligation/emergency leave to attend other funerals.

- B. For the purposes of Section 15.02, "immediate family" shall include the employee's parents, grandparents, spouse, mother-in-law, father in-law, children, sisters, brothers, aunts, uncles, step children, step parents, step brothers, step sisters and domestic partners (either sex).
- C. In the event that a death occurs during an employee's annual leave for which the employee would otherwise utilize bereavement leave, the employee may submit a written request to the District to have the days charged to bereavement leave rather than annual leave. Exceptions may be made at the discretion of the Director of Human Resources.

15.03 Civil Leave

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

15.04 Sick and Personal Obligation/Emergency Leaves

- A. During the first twelve (12) months of employment, employees shall earn one-half (1/2) sick leave day for every month worked. Employees may accrue up to six (6) sick leave days during their first twelve (12) months of employment with the District. Upon completion of the probationary period, employees will be credited for the time worked and the days earned during the probationary period toward eligibility for sick leave.
- B. After completing twelve (12) months of employment, employees shall earn 1.084 sick leave days for every month worked. Employees may accrue up to thirteen (13) days of sick leave per year accruable to a maximum of 150 days. After completing twelve (12) months of employment, permanent part-time employees who work twenty (20) or more hours per week shall earn .542 sick leave days for every month worked (6.5 sick days total per year, accruable to a maximum of 75 days.)

- C. Sick leave is only earned based upon time actually worked. Sick leave will not accrue during leaves of absence. The parties agree that thirteen (13) days of sick leave are not the norm or an entitlement but at times of unusual sickness or accident thirteen (13) or more days may be required for recovery.
- D. All employees shall receive an accounting of their accumulated sick leave time on each pay check stub.
- E. An employee may utilize accumulated sick leave for the actual illness, injury or disability of the employee or his/her immediate family, or to attend doctor or dental appointments.

Personal obligation/emergency days are for activities of such a personal nature that it is essential for an individual to be absent from his or her duties. To the extent possible, personal obligation commitments will be scheduled around the employee's work schedule. Personal obligation days will not be taken for monetary gain or to simply have a day off from work. Personal obligation days are not to be used to extend a weekend or annual leave.

The parties recognize that emergencies and personal obligations may occur from time to time that require the absence of an employee from his or her customary employment responsibilities within the District. Emergency or personal obligation days are something that is of a serious, compelling nature that develops suddenly, that demands immediate attention and that is beyond the control of the employee. It is something that can not be scheduled outside of the employee's work schedule. After the probationary period, an employee will be given up to two (2) non-accruable emergency days and up to two (2) non-accruable personal obligation days per year in addition to their sick leave.

When such emergencies or personal obligations occur, an employee will be given time off subject to a written explanation for the emergency or personal obligation to be provided to and approved by the employee's supervisor. Approval will not be unreasonably withheld. Approval for personal obligation days will be requested in advance. If, in an emergency, an employee is unable to obtain prior approval, the employee will submit the written request for emergency leave on their return to work. Emergency and personal obligation days are not considered in the calculation of bonus days.

Employees are asked to schedule any personal obligation leave to minimize their time away from their scheduled employment responsibilities. Employees are expected to report to work if the emergency or personal obligation does not require that they be absent for the entire scheduled work day. Employees will only be charged for actual time lost.

If the employee's supervisor does not agree that the explanation meets the intent of this section, he or she will notify the employee in writing of the reason for denial and the employee's option to use annual leave. The decision of the supervisor is subject to the grievance process outlined in Article 24 of this Agreement.

- F. For the purposes of Section 15.04, "immediate family" shall be defined as noted in current FMLA law. The District agrees to administer this provision based on existing FMLA rules and regulations.
- G. If an employee elects to use sick leave, the employee must notify and give a reason to his/her supervisor and the Maintenance Department Administrative Assistant as soon as possible or within one (1) hour before the time set for the beginning of his/her scheduled duties. When an employee is unable to notify the employer because of circumstances beyond their control, the employee will do so as soon as he/she is able.
- H. If an employee becomes ill while on annual leave, the employee may substitute accrued sick leave for annual leave upon presentation of a physician's certificate of illness.
- I. Any employee who leaves the District in good standing after five (5) years of continuous service, has given two (2) weeks notice to the District and has worked the two (2) week notice period shall receive an amount of pay equal to 60% of the unused sick leave accrual balance at the time of separation.
- J. If an employee dies while employed by the District, the District shall pay an amount equal to 100% of the unused sick leave accrual balance at the time of death, if any, at a rate of \$80 per day, to the following:
 - (a) a named beneficiary if the employee has filed one, or
 - (b) if no named beneficiary has been filed, to the estate of the deceased employee.

15.05 Child Bearing Leave

- A. After completion of the probationary period, a paid leave of absence of up to forty (40) consecutive work days may be granted to an employee for the purpose of child bearing. Days of paid leave shall be deducted from sick leave and the total number of paid leave days granted under this Section A shall be limited to the number of days of sick leave the employee has accrued. Employees who wish to take such leave shall notify the Director of Human Resources in writing as soon as practical, but in no event later than sixty (60) days prior to the date a leave is to commence, except in the case of a medical emergency.
- B. After completion of the probationary period, a leave of absence of up to one (1) year without pay shall be granted to an employee for the purpose of child rearing. Employees desiring such leave shall notify the Director of Human Resources as soon as practical, but in no event later than sixty (60) days prior to the date a leave is to commence, except in the case of a medical emergency.
- C. An employee who takes a child rearing leave shall be returned to a position comparable to the position formerly held. If the leave has been for six (6) months, or less, there will be no reduction in pay or seniority and all rights and seniority shall be received as if the employee had been actively employed during the leave. If the leave is longer than six (6) months all rights shall be reinstated, except that experience level credit will not be given for leave time. An employee may pay the cost of his/her insurance coverage in order to remain on the group plan while on leave, except as may otherwise be required by the Family and Medical Leave Act for any portion of the leave which may be covered by that Act.
- D. In the event an employee is unable to return to work once all granted leave has elapsed, the employee shall provide a physician's note regarding her inability to return to work. The District may then continue the employee's leave as sick leave, if the employee has any accrued sick leave remaining, or as an unpaid health leave.
- E. Should an employee decide to terminate employment at the end of leave, the employee shall give the Director of Human Resources notice of such intent at least thirty (30) days prior to the termination of leave.

15.06 Military Leave

- A. After completion of the probationary period, any employee who is a member of any reserve component of the armed forces of the United States or of this state shall upon request be entitled to no more than fifteen (15) work days leave of absence in any twelve (12) month period for the purpose of engaging in military drills, training or other temporary duty under military or naval authority. Reserve military duty shall not be deducted from annual leave.
- B. An employee who is on reserve military leave will receive his/her regular pay from the District. An employee who receives compensation for military duty shall remit such compensation to the District.
- C. Extended military leaves shall be granted without pay and return to work shall be in accordance with applicable laws.

15.07 Unpaid Leaves of Absence

- A. Other leaves of absence, without pay, may be granted by the Director of Human Resources. Employees requesting such leave shall submit a written request to the Director of Human Resources as soon as practical, but in no event later than sixty (60) days prior to the date a leave is to commence, except in the case of an emergency.
- B. An employee on any leave authorized pursuant to the terms of Section 15.07 shall be given a written statement of the type and duration of said leave.
- C. An employee who takes leave shall be returned to a position which is comparable to the position formerly held. If the leave has been for six (6) months, or less, there will be no reduction in pay or seniority and all rights and seniority shall be received as if the employee had been actively employed during the leave. If the leave is longer than six (6) months, all rights shall be reinstated, except that experience level credit will not be given for leave time. Such an employee may pay the cost of his/her insurance coverage in order to remain in the group plan while on leave, except as may otherwise be required by the Family and Medical Leave Act for any portion of the leave which may be covered by that Act.
- D. Should an employee decide to terminate employment at the end of leave, he/she will give the Director of Human Resources notice of such intent at least thirty (30) days prior to the termination of leave.

E. Leaves of absence shall not be unreasonably denied.

F. The District agrees to grant employees unpaid leaves of absence to serve as a Union official in accordance with this section.

ARTICLE 16: INSURANCE

16.01 Insurance benefits become available to employees as provided in Article 16 following completion of the probationary period.

16.02 Health Insurance

A. Choice of Benefits

1. The District will offer employees scheduled to work thirty (30) hours or more per week a choice of two medical benefits plans: (1) a POS plan (**Exhibit D**) and (2) an HMO plan (**Exhibit D¹**).

2. Employees who elect to enroll in the POS plan will contribute the following toward the cost for the individual employee's health plan (i.e., single, two-person or family) as determined by the District on or before September 1 of each year:

For the 2010-2011, 2011-2012 and 2012-2013 contract years, the payment will be 14% of the audited, annual cost of the plan subscribed to by the employee.

3. Employees who elect to enroll in the HMO plan will contribute the following toward the cost for the individual Employee's health plan (i.e., single, two-person or family) as determined by the District on or before September 1 of each year:

For the 2010-2011, 2011-2012 and 2012-2013 contract years, the payment will be 10% of the audited, annual cost of the plan subscribed to by the employee.

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

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

\$1,400 to an employee eligible for a family plan
\$1,000 to an employee eligible for a two-person plan
\$700 to an employee eligible for a single person plan

D. The District will offer employees eligible for insurance the option to enroll in civil-unioned partner benefits in the medical benefits plans offered by the District, provided that the employee and his or her civil-unioned partner complete and submit all forms required by the medical benefits plan provider to establish his or her eligibility for benefits. Employees eligible for insurance and their civil-unioned partners will have a choice of medical benefits plans as outlined in this Article 16.02 above and will contribute toward the cost of their elected benefit plan at the rates set out in Paragraphs A2 and A3 above.

E. The employee's contribution for medical benefits will be provided through payroll deduction in equal installments through the individual employee's elected pay periods. The District shall file with the Internal Revenue Service to qualify these medical benefit contributions as pre-tax deductions pursuant to Section 125 of the Internal Revenue Code. As early as possible, but not later than January 1, the District will file with the Internal Revenue Service to qualify all other allowable benefit contributions as pre-tax deductions pursuant to Section 125 of the Internal Revenue Code.

16.03 Dental Insurance

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

16.04 Disability Insurance

The District will purchase long-term disability and accident insurance coverage on all employees who are scheduled to work thirty (30) hours or more per week. Disability coverage will provide 66 b% of basic monthly earnings, subject to the terms of the District's policy. (**Exhibit H**)

16.05 Life Insurance

The District will pay for \$40,000 of term life insurance for each employee who is scheduled to work thirty (30) hours or more per week. The amount of life and accidental death and dismemberment insurance reduces to 67% at age 65 and to 50% at age 70. The life and accidental death and dismemberment insurance coverage cancels at the time of separation from the District. The employee shall designate the beneficiary of this insurance.

16.06 Retiree Health Insurance

Retirees shall be permitted access to the District's health insurance plan as it exists for District employees. Upon retirement, the District shall pay 55% of the premium for the single or two-person plan with the retiree paying the remaining costs. The parties agree to adhere to the rules of the health insurance provider.

For the purposes of this section of the Agreement, a "retiree" shall be defined as an employee who is at least fifty-five (55) years of age at the time of retirement and has provided ten (10) or more consecutive years of service to the District immediately prior to retirement. This benefit shall end when Medicare becomes available.

16.07 Personal Property Insurance

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

ARTICLE 17: VEHICLE USE

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

ARTICLE 18: EDUCATIONAL INCENTIVE

18.01 The District agrees to reimburse employees for expenses incurred for courses and workshops which are work-related and approved in advance in writing by the District Facilities Coordinator or other District administrative personnel up to \$2,500 for each year for the entire bargaining unit.

- 18.02 An employee may request of his/her supervisor the opportunity to attend work-related workshops, which requests shall not be unreasonably denied.
- 18.03 If the District requests that the employee attend a work-related workshop, the employee will not be required to expend his/her own funds for registration costs relating to said workshop.

ARTICLE 19: RETIREMENT

- 19.01 An employee who retires from the District in good standing after ten (10) years of continuous service and is at least age fifty-five (55) at the time of retirement shall receive an amount of pay equal to 80% of the unused sick leave he or she has accrued during employment with the District, at a rate of \$90 per day.
- 19.02 An employee who retires from the District in good standing after twenty (20) years of continuous service and is at least age fifty-five (55) at the time of retirement shall receive an amount of pay equal to 100% of the unused sick leave he or she has accrued during employment with the District, at a rate of \$100 per day.

ARTICLE 20: PHYSICAL EXAMINATIONS

- 20.01 Physical examinations may be required by the District after a conditional offer of employment has been extended to an applicant and thereafter. An offer of employment is conditional upon the results of the physical examination. The District will be responsible for the cost of the physical examination, including a tuberculin skin test, to the extent it is not covered by insurance. Extra laboratory and x-ray procedures not normally included in a routine physical will not be paid by the District.
- 20.02 The physical shall include a tuberculin skin test which shall be administered in accordance with Concord School Board policy.

ARTICLE 21: EVALUATIONS

- 21.01 The District shall promptly notify an employee in writing of any alleged deficiencies. In the event that a deficiency could result in termination of employment, copies of any notice to the employee shall be promptly forwarded to the Union.
- 21.02 The District shall perform annual performance evaluations. (See evaluation form attached as **Exhibit F**). Step increases shall be

awarded only after satisfactory completion of a performance evaluation.

ARTICLE 22: SENIORITY

- 22.01 For the purposes of layoffs, seniority shall be determined first by time in grade and then by District date of hire.
- 22.02 For the purposes of overtime, seniority shall be determined first by seniority within the building where overtime is required, then by District-wide seniority.

ARTICLE 23: LAY-OFFS

- 23.01 In the event of a lay-off for any reason, employees shall be laid off in the following order by seniority within each group:
- a.
 - 1.) Temporary part-time
 - 2.) Temporary full-time
 - 3.) Probationary part-time
 - 4.) Probationary full-time
 - 5.) Permanent part-time
 - 6.) Permanent full-time
 - b. In the event of school closings or staff reductions, the affected employees will have the right to transfer to the facility of the least senior employee within his/her job category/classification or to a lower job category as defined in order by 7.05, 7.03, 7.04 or custodian. The affected employee may only move to the position held by the least senior employee within his/her category or the least senior position of the categories that he/she has previously occupied. An affected employee may not move to a higher category than he/she currently occupies. For example, a custodian may not move to a shift supervisor's position, a shift supervisor may not move to an Elementary School Head Custodian position, and an Elementary Head Custodian can not move to a Middle or High School Head Custodian's position unless he/she has occupied a position in that category/classification previously and left in good standing.
- 23.02 Employees shall be recalled from lay-off to classifications for which they are qualified according to seniority. The District

shall consider laid-off employees to be on the recall list until May 1 following the original lay-off. Employees may remain on the recall list so long as they notify the Director of Human Resources each subsequent year on or before May 1 that they want to remain on the list to be considered for recall.

- 23.03 When a position becomes available for recall, the District will notify eligible employees by certified mail at the employee's last known address. The employee must notify the Director of Human Resources within five (5) work days after receiving the notice of recall of his/her intention to return to work. Failure by the employee to so notify the District shall be considered a decision not to accept the recall.
- 23.04 It is the responsibility of the employee to immediately notify the Director of Human Resources of any changes in mailing address during the period of lay-off. The District shall have fulfilled its obligation under this Section by mailing the recall notice to the employee's last known address by certified mail.
- 23.05 The District will notify the Union of all job eliminations.

ARTICLE 24: GRIEVANCE PROCEDURE

24.01 Definitions

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

24.02 Procedure

1. An employee with a grievance shall first discuss it with their Principal and District Facilities Coordinator in an attempt to resolve the matter mutually at that level. A decision will be rendered by the Principal and District Facilities Coordinator within five (5) work days.

2. If the aggrieved person is not satisfied with the disposition of the grievance by the Principal and the District Facilities Coordinator or if no decision has been rendered within five (5) work days after the discussion with the Principal and District Facilities Coordinator, an employee with a grievance shall submit the grievance in writing to the Director of Human Resources or designee. The Director of Human Resources and the Director of Facilities and Planning shall meet with the employee within five (5) work days after receiving the written grievance.
3. If the aggrieved person is not satisfied with the disposition of the grievance by the Director of Human Resources or designee, or if no decision has been rendered within five (5) work days after his/her first meeting, the employee shall notify the Union within five (5) work days if he/she wishes to proceed with the grievance. If the Union determines that the matter should be appealed, a written grievance shall be filed with the Superintendent or designee within five (5) work days. The Superintendent or designee shall meet with the employee, a representative of the Union, and the Director of Human Resources or designee within five (5) work days after receiving the written grievance and shall communicate his/her decision in writing to the aggrieved person, the Union and the Director of Human Resources or designee within five (5) work days after the meeting.
4. If the aggrieved person is not satisfied with the disposition of the grievance by the Superintendent or designee, he/she shall notify the Union within five (5) work days after receipt of the Superintendent or designee's decision. If the Union determines that the matter should be arbitrated, it shall so advise the Superintendent or designee in writing within ten (10) work days of the receipt of the employee's request.
5. The parties hereby designate the American Arbitrator's Association as mutually agreed upon arbitrators for the resolution of grievances.
6. Within ten (10) work days of notification to the Superintendent or designee of the Union's determination that the matter should be arbitrated, the District shall contact each of the above arbitrators, notify the arbitrators as to the nature of the dispute, and

determine when each arbitrator is available to hear the grievance.

7. The arbitrator who is available on the earliest date which is mutually convenient for the parties shall be selected to arbitrate the grievance. Following selection of the arbitrator, the District shall request that the arbitrator meet with the employee and representatives of the Union and the District to resolve said dispute within the terms of this Agreement.
8. After receiving notice of the request for arbitration, the arbitrator shall meet with the affected employee and parties representing the Union and the District, and shall proceed forthwith to make a binding disposition of the grievance by such means and methods as he may determine to be necessary. If the employee refuses to meet with the arbitrator, the Superintendent or designee's decision shall be upheld. The arbitrator is limited in his authority to interpreting the Agreement in the resolution of the issue submitted to him by the parties and has no authority to alter, change or modify any provision of this Agreement.
9. The arbitrator shall prepare a written decision and no appeal thereafter shall be permitted.
10. The cost of arbitration, including arbitrator's fees and reasonable expenses, shall be borne equally by the District and the Union.
11.
 - a. No reprisals of any kind will be taken by the District or the Union against any party in interest or other participant in the grievance procedure.
 - b. Any party in interest may be represented by counsel or by a representative selected by the Union. The Union may appear to be heard at any stage of the grievance procedure.
12. Forms for the grievance procedure will be jointly prepared by the Superintendent or designee and the Union and given appropriate distribution.
13. A grievance, which is not filed within forty-five (45) work days of the event or events underlying the alleged grievance, shall be waived, regardless of whether the employee knew or should have known of the act or condition on which the grievance is based.

14. A grievance involving a group of employees from different buildings may be submitted in writing by the Union directly to the Superintendent or designee. The Superintendent or designee may, in his/her sole discretion, process the grievance as if (1) it constituted a single grievance, or (2) it were a group of individual grievances, all of which had been processed through the preliminary steps described in this Agreement.
15. A grievance involving the discharge of an employee shall be submitted in writing by the Union directly to the Superintendent or designee.
16. Time limits for the processing of grievances may be extended by mutual agreement, in writing, executed by both parties.

ARTICLE 25: TAX-SHELTERED ANNUITY

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

ARTICLE 26: SEPARABILITY

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

CONCORD SCHOOL DISTRICT

Date: 5/3/10

By: Kacandra Shultz

INTERNATIONAL UNION, UNITED AUTOMOBILE,
AEROSPACE AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA (UAW)

Date: 5/4/10

By: John S. [Signature]
Its

INTERNATIONAL UNION, UNITED AUTOMOBILE,
AEROSPACE AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA (UAW) LOCAL 2232

Date: 5-5-10

By: Ken Bond
Its

EXHIBIT A

A-57-58 Rev. 5/2007



APPLICATION FOR MEMBERSHIP
INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE & AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA (UAW)
DETROIT, MICHIGAN 48214

Date _____

Name _____ Local # _____ Unit # _____

Address _____ City _____ State _____ ZIP _____

Tel # _____ Dept _____ SSN/Ee # _____

I hereby designate, select and empower the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), its agents or representatives, to act for me as my exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment, and I hereby revoke every selection or designation which in any manner may heretofore have been made by me, or any other representative for any of such purposes.

I pledge my honor, while a UAW member, to faithfully observe the Constitution and laws of the Union and the Constitution of the United States (or the Dominion of Canada as the case may be); to comply with all the rules and regulations for the government thereof; not to divulge or make known any private proceedings of the Union; to faithfully perform all the duties assigned to me to the best of my ability and skill; to so conduct myself at all times as not to bring reproach upon my Union; and at all times to bear true and faithful allegiance to the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW).

CONTRIBUTIONS OR GIFTS TO THE UAW ARE NOT DEDUCTIBLE AS CHARITABLE CONTRIBUTIONS FOR FEDERAL INCOME TAX PURPOSES.



Applicant's Signature _____

Witness _____

EXHIBIT B

AUTHORIZATION FOR CHECK-OFF OF DUES



TO THE _____ COMPANY Date _____

I hereby assign to Local Union No. _____ International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), from any wages earned or to be earned by me or a regular supplemental unemployment benefit payable under its supplemental unemployment benefit plan as your employee (in my present or in any future employment by you); such sum as the Financial Officer of said Local Union No. _____ may certify as due and owing from me as membership dues, including an initiation or reinstatement fee and monthly dues in such sum as may be established from time to time as union dues in accordance with the Constitution of the International Union, UAW. I authorize and direct you to deduct such amounts from my pay and to remit same to the Union at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.

This assignment, authorization and direction shall be irrevocable for the period of one (1) year from the date of delivery hereof to you, or until the termination of the collective agreement between the Company and the Union which is in force at the time of this delivery of this authorization, whichever occurs sooner, unless state law provides a shorter period; and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective agreement between the Company and the Union, whichever shall be shorter, unless written notice is given by me to the Company and the Union, not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the Company and the Union, whichever occurs sooner, unless state law provides a shorter period.

This authorization is made pursuant to the provisions of Section 302(c) of the Labor Management Relations Act of 1947 and otherwise.

CONTRIBUTIONS OR GIFTS TO THE UAW ARE NOT DEDUCTIBLE AS CHARITABLE CONTRIBUTIONS FOR FEDERAL INCOME TAX PURPOSES.

Type or print name of Employee here _____

Signature of Employee here _____

Address of Employee _____

City _____

State _____

Zip _____

Date of Signature _____

Employee Clock Number _____

Soc. Sec. # _____

Date of Delivery to Employer _____

A-57-58 Rev. 5/2007

EXHIBIT C

HOURLY SALARY SCHEDULE

<u>Step</u>	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>
1	\$11.91	\$12.15	\$12.39
2	\$12.27	\$12.52	\$12.77
3	\$12.63	\$12.88	\$13.14
4	\$12.98	\$13.24	\$13.51
5	\$13.35	\$13.62	\$13.89
6	\$13.71	\$13.98	\$14.26
7	\$14.07	\$14.35	\$14.63
8	\$14.42	\$14.71	\$15.01
9	\$14.78	\$15.08	\$15.38
10	\$15.14	\$15.44	\$15.75
11	\$15.49	\$15.80	\$16.12
12	\$15.85	\$16.17	\$16.49
13	\$16.21	\$16.53	\$16.86
14	\$16.56	\$16.90	\$17.23

1. Maximum credit for new hires will be Step #5
2. An employee must have completed sixty (60) days of employment with the District by July 1 to be eligible to receive a step increase.
3. An employee will be granted a step increase only after receiving a satisfactory performance evaluation.

EXHIBIT D

Benefits	BlueChoice Three-Tier		
	OPTION 1 <i>When your PCP provides or arranges your care</i>	OPTION 2 <i>When you seek care directly from a BlueChoice provider</i>	OPTION 3 ¹ <i>When you seek care from any out-of-network provider</i>
Calendar-Year Deductible	None	None	\$ 150 per person \$ 450 per family
Calendar-Year Out-of-Pocket Maximum	None	\$ 600 per person \$1,800 per family	\$1,050 per person \$3,150 per family
Preventive Care			
Routine physical exams for babies	Covered at 100% after \$10 copayment	Covered at 100% after \$30 copayment	Covered at 80% after deductible
Routine physical exams for children and adults, one annual gynecological exam ²	Covered at 100% after \$10 copayment	Covered at 100% after \$30 copayment	Covered at 80% after deductible
Immunizations for children and adults, mammograms, Pap smears, lead screenings, PSA screenings	Covered at 100%	Covered at 100%	Covered at 100%
Nutrition counseling, up to three visits per person per calendar year ³	Covered at 100% after \$10 copayment	Covered at 100% after \$30 copayment	Covered at 80% after deductible
Diabetes management program	Covered at 100%	Not covered	Not covered
Outpatient Care			
Office visits	Covered at 100% after \$10 copayment	Covered at 100% after \$30 copayment	Covered at 80% after deductible
Surgery, ³ laboratory and allergy tests, x-rays, ultrasounds, injections, allergy injections	Covered at 100%	Covered at 100%	Covered at 80% after deductible
Maternity care	<i>Prenatal and postpartum office visits:</i> Covered at 100% <i>Delivery:</i> Covered at 100%	<i>Prenatal and postpartum office visits:</i> Covered at 100% <i>Delivery:</i> Covered at 80%	<i>Prenatal and postpartum office visits:</i> Covered at 100% <i>Delivery:</i> Covered at 80% after deductible
CT scans, MRIs, chemotherapy	Covered at 100%	Covered at 80%	Covered at 80% after deductible
Inpatient Hospital Care	Covered at 100%	Covered at 80%	Covered at 80% after deductible
Chiropractic Care (limited to 12 visits per person per calendar year) ³	Covered at 100% after \$10 copayment <i>X-rays:</i> Covered at 100%	Not applicable	Covered at 80% after deductible <i>X-rays:</i> Covered at 80% after deductible
Durable Medical Equipment	Covered at 80% after separate \$100 calendar-year deductible, limited to \$3,500 per person per calendar year ²		
Physical, Occupational, and Speech Therapy ^{4,5}	Covered at 100%	Covered at 100% after \$30 copayment	Covered at 80% after deductible
Hospice Care	Covered at 100%	Covered at 80%	Covered at 80% after deductible
Emergency Room Care (copayment waived if admitted)	Covered at 100% after \$50 copayment	ER charge covered at 100% after \$50 copayment. Other eligible charges covered at 80%. Laboratory and x-rays covered at 100%	ER charge covered at 100% after \$50 copayment. Other eligible charges covered at 80% after deductible
Routine Vision Care			
Routine exams ³	Covered at 100% after \$10 copayment	Not applicable	Covered at 80% after deductible
Frames and lenses	Discounts available	Not applicable	Discounts available
Behavioral Healthcare and Substance Abuse Treatment ⁶	<i>Outpatient:</i> Covered at 100% after \$10 copayment, each limited to 20 medically necessary visits per person per calendar year <i>Inpatient:</i> Covered at 100%, limited to 30 days per person per calendar year for behavioral healthcare <i>All behavioral healthcare and substance abuse treatment must be approved in advance by the behavioral health administrator. Call 800.228.5975</i>	Not applicable	<i>Outpatient:</i> Covered at 80% after deductible, each limited to 20 medically necessary visits per person per calendar year <i>Inpatient:</i> Covered at 80% after deductible, limited to 30 days per person per calendar year for behavioral healthcare
Maximum Lifetime Benefit	None	None	None
Prescription Drugs	<i>Short-term:</i> Up to 34-day supply through participating pharmacies after a low copayment <i>Long-term:</i> Up to 90-day supply through Caremark Mail Service after a low copayment		

¹Benefits are limited to the maximum allowable benefit (MAB), which is the amount that the plan contract allows for a particular service in your geographical area. If a non-network healthcare provider charges more than the MAB, you are responsible for the difference, which does not apply to the calendar-year out-of-pocket maximum. ²Any combination of Option 1, 2, or 3 benefits counts toward this limit. ³Benefits as stated apply to surgery and anesthesia that are provided in a physician's office. Surgery and anesthesia provided in an outpatient facility are covered at 100% under Option 1, at 80% under Option 2, and at 80% after deductible under Option 3. ⁴Limited to a combined maximum of \$5,000 per person per calendar year. ⁵Limited to once every calendar year for children 18 years old and younger, once every two calendar years thereafter. ⁶Inpatient substance abuse benefits limited to detoxification, rehabilitation, and day/evening (intensive outpatient treatment) programs. Partial hospitalization and intensive outpatient treatment are limited to the 30-day inpatient maximum. Two program days count as one full inpatient day toward the 30-day maximum. All substance abuse detoxification and rehabilitation benefits are limited to a separate \$10,000 maximum per person per calendar year and a \$20,000 maximum per lifetime for all services, inpatient or outpatient. This chart is intended for summary purposes only. Details of coverage are set forth in separate documents, which govern this plan.

EXHIBIT D¹

Benefits	Matthew Thornton Blue When your PCP provides or arranges your care
Calendar-Year Deductible	\$ 500 per person
Calendar-Year Out-of-Pocket Maximum	\$1,500 per family
Preventive Care Routine physical exams for babies Routine physical exams for children and adults, one annual gynecological exam Immunizations for children and adults, mammograms, Pap smears, lead screenings, PSA screenings Nutrition counseling, up to three visits per person per calendar year Diabetes management program	Covered at 100% after \$15 copayment Covered at 100% after \$15 copayment. <i>(For annual OB/GYN exams, PCP referral is not required; must use network providers)</i> Covered at 100% Covered at 100% after \$15 copayment Covered at 100% after deductible
Outpatient Care Office visits Surgery, laboratory and allergy tests, x-rays, ultrasounds, injections, allergy injections Maternity care CT scans, MRIs, chemotherapy	Covered at 100% after \$15 copayment Covered at 100% Covered at 100% after deductible Covered at 100% after deductible
Inpatient Hospital Care	Covered at 100% after deductible
Chiropractic Care¹ (limited to 12 visits per person per calendar year)	Covered at 100% after \$15 copayment <i>X-rays: Covered at 100%</i>
Durable Medical Equipment ²	Covered at 80% after separate \$100 durable medical equipment deductible
Physical, Occupational, and Speech Therapy ³	Covered at 100% after \$15 copayment
Hospice Care	Covered at 100% after deductible
Emergency Room Care (copayment waived if admitted)	ER charge covered at 100% after \$100 copayment. Other eligible charges covered at 100% after deductible. Laboratory and x-rays covered at 100%
Routine Vision Care Routine exams ⁴ Frames and lenses	Covered at 100% after \$15 copayment \$40 reimbursement every calendar year
Behavioral Healthcare and Substance Abuse Treatment⁵	<i>Outpatient: Covered at 100% after \$15 copayment, each limited to 20 visits per person per calendar year</i> <i>Inpatient: Covered at 100% after deductible, limited to 30 days per person per calendar year for behavioral healthcare</i> <i>All behavioral healthcare and substance abuse treatment must be approved in advance by the behavioral health administrator. Call 800.228.5975</i>
Maximum Lifetime Benefit	None
Prescription Drugs	<i>Short-term: Up to a 34-day supply through participating pharmacies after a low copayment</i> <i>Long-term: Up to a 90-day supply through Caremark Mail Service after a low copayment</i>

¹PCP referral is not required; must use network providers.

²Limited to \$5,000 per person per calendar year.

³Limited to a combined maximum of \$5,000 per person per calendar year. This limit applies to services received in an office or in the outpatient department of a hospital or skilled nursing facility.

⁴Limited to once every calendar year for children 18 years old and younger, once every two calendar years thereafter.

⁵The limit for outpatient/office visits for substance abuse treatment includes detoxification and rehabilitation combined. Inpatient substance abuse benefits are limited to medically necessary detoxification, rehabilitation, and day/evening (intensive outpatient treatment) programs. Partial hospitalization and intensive outpatient treatment are limited to the 30-day inpatient maximum. Two program days count as one full inpatient day toward the 30-day maximum. All substance abuse benefits combined are limited to a \$10,000 maximum per person per calendar year and a \$20,000 maximum per lifetime.

This chart represents the level of coverage for services performed by dentists who participate in the Delta Dental Premier network. Employees and their eligible dependents are free to visit *any* dentist, participating or nonparticipating. Visit our Web site at www.nedelta.com for an updated list of participating dentists. Your Northeast Delta Dental program includes all of the following coverage categories. This chart is provided for summary purposes only; certain benefit limitations may apply. Please refer to your benefit booklet for complete benefit information. In the event of a conflict or discrepancy between the chart and either the group contract or the benefit booklet, the contract or benefit booklet will prevail.

SAU #08 Concord School District

Group Number: 146

Diagnostic/Preventive Coverage A	Basic Coverage B	Major Coverage C
Deductible: There is no deductible applied to your program		
Covered at *100%	Covered at *100%	Covered at *50%
<p>Diagnostic: Evaluations - once in a 6-month period</p> <p>X-rays (Complete series or panoramic film) once in a 3-year period</p> <p>Bitewing x-rays once in a 12-month period</p> <p>X-rays of individual teeth as necessary*</p> <p>Oral cancer screening once in a 12-month period</p> <p>Preventive: Cleanings once in a 6-month period</p> <p>Fluoride once in a 12-month period to age 19</p> <p>Space maintainers to age 16</p> <p>Sealant application to permanent molars, once in a lifetime per tooth for children to age 15</p>	<p>Restorative: Amalgam (silver) fillings Composite (white) fillings (anterior teeth only)</p> <p>Oral Surgery: Surgical and routine extractions</p> <p>Endodontics: Root canal therapy</p> <p>Periodontics: Periodontal maintenance (cleaning)</p> <p>Only one cleaning is covered in a 6-month period; this can be routine (Coverage A) or Periodontal (Coverage B), but not both.</p> <p>Treatment of gum disease</p> <p>Denture Repair: Repair of a removable denture to its original condition</p> <p>Emergency Palliative Treatment</p>	<p>Prosthodontics: Removable and fixed partial dentures (bridge); complete dentures</p> <p>Rebase and reline (dentures)</p> <p>Crowns</p> <p>Onlays</p> <p>Implants</p>

Contract Year Maximum: \$1,000 per person (Coverages A, B and C combined) beginning each July 1st.

*Benefit percentages shown are based upon the actual charge submitted to a maximum of the participating dentist's approved fees, or Delta Dental's allowance for nonparticipating dentists.

Effective 7/1/08

EXHIBIT F
CUSTODIAL
EVALUATION FORM

Employee's Name: _____
 Shift Worked: _____
 Supervisor: _____
 Date of Evaluation: _____

The Concord School District expects all employees to strive for excellence in performance for all areas of work.

Scale: 1. Unsatisfactory 2. Needs Improvement 3. Meets Expectations 4. Commendable

	1	2	3	4
<u>MAINTENANCE & CARE OF EQUIPMENT</u>				
Follows appropriate operating and cleaning procedures to keep equipment in good operating condition.	—	—	—	—
<u>INITIATIVE</u>				
Works to achieve more than a minimum result in all areas. Makes positive contributions to meet District goals and standards.	—	—	—	—
<u>SAFETY</u>				
Performs work in a manner which is safe for the employee, students and other building users (occupants).	—	—	—	—
<u>ATTENDANCE</u>				
Attends work on a reliable basis. Any absence taken is in accordance with contract provisions. Notifies supervisors of absence in a timely manner.	—	—	—	—
<u>TAKES DIRECTION</u>				
Receives direction with a positive attitude. Accepts changes in work schedule or tasks to accommodate both planned programs and emergencies.	—	—	—	—
<u>COMMUNICATIONS</u>				
Communicates effectively and appropriately with supervisor(s), staff and co-workers to solve problems, clarify expectations and understand priorities.	—	—	—	—
<u>APPEARANCE</u>				
Follows District guidelines with regards to dress and appearance.	—	—	—	—
<u>ATTITUDE</u>				
Maintains a positive attitude toward the school community and the District's policies and procedures.	—	—	—	—
<u>JOB ASSIGNMENTS</u>				
Carries out job assignments and responsibilities with a high degree of efficiency and effectiveness. Uses time appropriately to complete work assignments within time lines. Recognizing that the top priority of the District is to assure that the schools are clean and ready to use, carries out job assignments..	—	—	—	—

Comments: _____

Supervisor's Signature: _____ Date: _____

Employee Signature: _____ Date: _____

EXHIBIT G

Account Number

Employee Number

CONCORD SCHOOL DISTRICT
EMPLOYEE AGREEMENT FOR CUSTODIAL STAFF

EMPLOYEE NAME: _____

POSITION: _____

CONTRACT PERIOD STARTING: _____ ENDING: _____

BUILDING ASSIGNMENT: _____

Hours Per Day: _____ Days Per Week: _____

Step: _____ Basic Hourly Wage Rate: _____

Shift Differential _____

Supervisory Stipend _____

Total Hourly Rate: _____

Number of Pays: _____ Annual Wages*: _____

Longevity Payment: _____

*Annual wages include a one time longevity payment made in the first pay in December.

PLEASE REFER TO THE UAW COLLECTIVE BARGAINING AGREEMENT for information regarding the provision of benefits such as the night shift differential, supervisory stipend, longevity payments, bonus payments, paid holidays, annual leave, sick/personal/emergency leave, bereavement leave, health insurance, dental insurance, disability insurance, and life insurance.

Agreement made this _____ day of _____, 20____, by
and between the Concord School District and the Employee.

CONCORD SCHOOL DISTRICT

By: _____
Director of Human Resources

Employee

Exhibit G¹

Account Number

Employee Number

CONCORD SCHOOL DISTRICT
PROVISIONAL EMPLOYEE AGREEMENT FOR CUSTODIAL STAFF

EMPLOYEE NAME: _____

POSITION: _____

CONTRACT PERIOD STARTING: _____

ENDING: _____

BUILDING ASSIGNMENT: _____

Hours Per Day: _____ Days Per Week: _____

Step: _____ Basic Wage Rate: _____

Shift Differential: _____

Supervisory Stipend: _____

Total Hourly Rate: _____

Number of Pays: _____ * Annual Wages: _____

Longevity Payment: _____

* Annual wages includes a one time longevity payment made in the first pay in December.

PLEASE REFER TO THE UAW COLLECTIVE BARGAINING AGREEMENT for information regarding the provision of benefits such as the night shift differential, supervisory stipend, longevity payments, bonus payments, paid holidays, annual leave, sick/personal/emergency leave, bereavement leave, health insurance, dental insurance, disability insurance, and life insurance.

This Agreement may be terminated prior to its expiration date, if the custodian fails to successfully complete the criminal records check as conducted by the District in accordance with statutory requirements. In the case of such a termination, the District shall be obligated to pay the custodian compensation for services up to the effective date of termination but shall not be otherwise liable to the custodian.

Agreement made this _____ day of _____, 20 ____, by and between the Concord School District and the employee.

CONCORD SCHOOL DISTRICT

By: _____
Director of Human Resources

Employee

EXHIBIT H
Disability Income

1. The District agrees to provide disability income benefits during lifetime to age sixty-five (65) for all full-time personnel employed by the District, who are under the age of sixty-five (65) on September 1, 1972, commencing at the end of ninety (90) calendar days after the employee becomes totally disabled and is under a physician's care as the result of injury or illness.

2. The term total disability means the complete inability of the employee to perform any and every duty of his regular occupation. Once benefits have been paid for twenty-four (24) months, total disability shall mean the complete inability of the employee to perform any and every duty of any gainful occupation for which he is reasonably fitted by training, education, or experience. The employee must be under the regular care of a physician but house confinement will not be required.

3. The disabled employee shall be paid by the District or by such insurance carrier as the District may select sixty-six and two thirds (66 2/3%) percent of said employee's gross pay under the contract in effect on the day said employee first becomes totally disabled, but not in excess of three thousand five hundred dollars (\$3,500) per month.

4. If the disabled employee is entitled to other income during a period of disability from:

a. Workmen's Compensation or other similar legislation and other benefit acts, such as the State Teachers' Retirement System,

b. another group insurance or pension plan providing disability income benefits,

c. benefits (primary or family) under the Federal Social Security Act,

d. accumulated sick leave from the District,

then said employee's benefits will be reduced by the amount received from these sources.

5. Exclusion - no coverage will be provided for disabilities from the following causes:

a. Intentionally self-inflicted injuries.

b. War, declared or undeclared, insurrection, rebellion, or participation in riot.

c. Any disability in excess of twenty-four months that results from mental or nervous illness or disorder of any type. This limitation will not restrict benefits during a period of confinement in a hospital or other licensed institution.

EXHIBIT I
CONCORD SCHOOL DISTRICT
DIRECT DEPOSIT ENROLLMENT FORM
 MEANS NO WAITING IN LINE
 SAFE – SIMPLE – RELIABLE – CONVENIENT
SIGN UP TODAY!

The Concord School District offers DIRECT DEPOSIT for payroll. If you wish to take advantage of this benefit, you **MUST** DIRECT DEPOSIT your **ENTIRE CHECK**.

To initiate the process, read, complete and sign the DIRECT DEPOSIT AUTHORIZATION AGREEMENT below and return it to the Payroll Department. You may select one (1) primary account which will be designated as 100% of your net pay and up to three accounts with a fixed deduction amount.

This enrollment form replaces any previously submitted enrollment forms. If you have questions, please call the Payroll Department.

***Please attach a voided check for checking accounts and/or a bank authorization form for savings accounts. **Initial set-up, changes, or cancellation of direct deposit may take up to 30 days from the date of submission to become effective.**

Action Requested: Enroll Direct Deposit Change Distribution Cancel Direct Deposit

I authorize the Concord School District to automatically deposit funds owed to me into my:

Primary Financial Institution	Checking <input type="checkbox"/> Savings <input type="checkbox"/> (Please check only one)	Account Number	100% of Net
Second Financial Institution	Checking <input type="checkbox"/> Savings <input type="checkbox"/> (Please check only one)	Account Number	\$ _____ Fixed Amount
Third Financial Institution	Checking <input type="checkbox"/> Savings <input type="checkbox"/> (Please check only one)	Account Number	\$ _____ Fixed Amount
Fourth Financial Institution	Checking <input type="checkbox"/> Savings <input type="checkbox"/> (Please check only one)	Account Number	\$ _____ Fixed Amount

I understand that this agreement may be terminated by me or by the District any time by written notification.

I authorize the Concord School District to debit my account only for the purpose of correcting an erroneous credit previously deposited to my account provided that, prior to debit, the Payroll Department has notified me in writing of the reason for the debit.

I have read and understood this form:

EMPLOYEE NAME (Please Print)	SCHOOL / DEPARTMENT
SIGNATURE	DATE

CONCORD SCHOOL BOARD

AND

UAW AND ITS CUSTODIANS LOCAL 2232

JULY 1, 2010 – JUNE 30, 2013

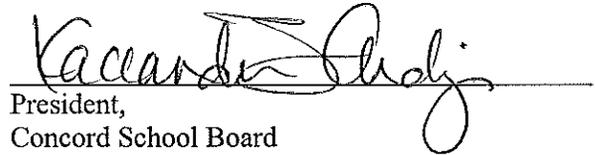
SIDEBAR AGREEMENT

The Concord School District ("District") and the UAW and Its Custodians Local 2232 agree:

To establish and participate in a health insurance study committee to educate District stakeholders in current District health insurance programs and to research additional health insurance options in order to provide input to the District.



President,
Local Unit 2232
Custodians



President,
Concord School Board

SIDEBAR AGREEMENT

JULY 1, 2010 – JUNE 30, 2012

NOW COMES the Concord School District (the "District") and the UAW and its Local 2232-Custodians ("UAW-Custodians") and say as follows:

WHEREAS, the District and the UAW-Custodians are participants in a Collective Bargaining Agreement (2006-2010) which contains health benefits offered by the Local Government Center Health Trust ("LGC"); and

WHEREAS, the District has negotiated health care benefits with SchoolCare Health Benefits Plans ("SchoolCare"), which reduce the employer and employee contributions to said health care benefits; and

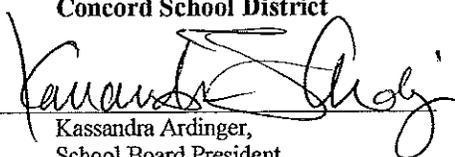
WHEREAS, the parties wish to enter into an agreement modifying Article 16.02 A of the UAW-Custodians Collective Bargaining Agreement; and the parties agree that said contract modification shall commence on July 1, 2010 and, remain in place for at least two years, ending June 30, 2012.

NOW, THEREFORE, the parties agree as follows:

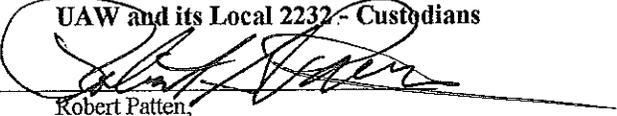
1. That the contract provision noted above shall be amended for the period commencing July 1, 2010 by replacing coverage offered through LGC with coverage offered through SchoolCare.
2. The coverages offered through the SchoolCare plan shall be those set forth in the attached Summary Plan Descriptions.
3. That contributions by employees toward coverage on the SchoolCare plan shall remain consistent with those contribution levels set forth in the Collective Bargaining Agreement noted above, or any successor thereto, for the period July 1, 2010-June 30, 2011. For the period July 1, 2011-June 30, 2012 only, the employee contribution toward an HMO Plan only will be 8% and the District contribution will be 92%. Contributions by employees toward coverage on the remaining SchoolCare plans offered by the District shall remain consistent with those contribution levels set forth in the Collective Bargaining Agreement noted above, or any successor thereto, for the period July 1, 2011-June 30, 2012.
4. Upon the expiration of this Sidebar Agreement, the contract language in the Collective Bargaining Agreement noted above, or any successor thereto, including the language regarding the employee and District contributions toward the HMO Plan, shall be in effect unless a successor Collective Bargaining Agreement or Sidebar Agreement is agreed upon or a change in the current contract language is negotiated.

Respectfully Submitted,

Date: 4-22-10

Concord School District
By: 
Cassandra Ardinger,
School Board President

Date: 4/19/2010

UAW and its Local 2232 - Custodians
By: 
Robert Patten,
Association Chair