

MASTER AGREEMENT

Concord School District

and

Concord Educational Assistants Association

2009-2012

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CONTRACT  
BETWEEN  
CONCORD SCHOOL DISTRICT  
AND  
CONCORD EDUCATIONAL ASSISTANTS ASSOCIATION  
2009-2012

This Agreement, made and entered into between the Concord School District (the District) and the Concord Educational Assistants Association (the Association or CEAA) shall be in force for the years beginning September 1, 2009, and ending August 31, 2012. It will be renewed annually from September 1 of each year to August 31 of the following year (the termination date) unless one of the parties has notified the other in writing on or prior to the 1st of April preceding the termination date for that year that it will not agree to another renewal. Termination of this Agreement shall not be construed as limiting or modifying rights or benefits granted the Association or any employee by RSA 273-A or other applicable law.

I. RECOGNITION

- A. The District recognizes the Association as having been certified by the New Hampshire Public Employees Labor Relations Board (the Board) pursuant to RSA 273-A, as the exclusive representative of the bargaining unit consisting of instructional and non-instructional assistants, and program assistants in the District.

**B. Definitions**

1. **School** -- means any work location.
2. **Non-Instructional Assistant** -- means those assistants who work in the elementary cafeteria, on the playground, and/or assist with clerical duties.
3. **Instructional Assistant** -- means those assistants who assist:
  - a. Classroom Teachers;
  - b. In the supervision of study halls, cafeteria, and playgrounds;
  - c. Special Education Teachers;
  - d. Individual students with IEP's;
  - e. In the operation, repair, and use of audio-visual material and equipment and library/ media center(s);
  - f. In providing health services.
4. **Program Assistant** -- means any position so designated by the Board of Education. Positions currently designated by the Board of Education as Program Assistants are as follows:
  - a. 3-R Assistants;
  - b. Functional Skill Assistants;
  - c. Elementary Library/Media Assistants.Depending on the instructional needs of the Concord School District, the Board of Education, at its sole discretion, may add to or delete positions from this list.
5. **CEAA Representative** -- means Concord Educational Assistants Association Representative.
6. **Assistant Definition** -- means instructional assistants, non-instructional assistants, and program assistants.
7. **New Positions** -- When new positions are created which have duties similar to those performed by assistants, the

District agrees to meet with the Association, in negotiations, for the purpose of recognizing such new positions in the CEAA bargaining unit.

8. **"Temporary Employees"** includes all personnel hired by the District on a temporary basis for a period of six months or less for positions with students new to the District or with students newly identified or coded, or contingent positions. The District reserves the right to hire temporary employees for six months or less who shall not become members of the bargaining unit. Thereafter, temporary 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. Temporary employees who have served six (6) months outside the bargaining unit shall have their seniority calculated from their original date of continuous service to the District if they are employed by the District without any break in service at the conclusion of their service as a temporary employee. The District may also hire replacement employees for a defined period of employment in accordance with Article XIII, H.

C. Probationary Period

An individual selected from outside the CEAA to fill any vacant position will be given a sixty (60) day probationary period on that job with the appropriate wage rate starting on the first day he or she begins work. Probationary employees may be terminated in the sole discretion of the District or its representatives. During the probationary period, no benefits will be provided to an employee. If a newly hired employee successfully completes the probationary period, the anniversary date for employees for purposes of determining eligibility for benefits, including health insurance, shall be the date the employee was hired, not the date on which the

probationary period expired.

**II. NEGOTIATIONS PROCEDURE**

- A. On or before October 15 of any year proceeding the year of termination, either party may notify the other party of its intention to negotiate amendments or modifications of this Agreement or a successor agreement.
- B. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist or represent it in negotiations.
- C. The District and the Association recognize and will fulfill its obligation to negotiate in good faith as prescribed in RSA 273-A.
- D. Any Agreement reached shall be reduced to writing and shall be signed by the District and the Association. A copy of the Agreement shall be filed with the Public Employees Labor Relations Board within fourteen (14) days of the signing.
- E. If agreement is not reached by January 15, preceding the termination date in any year, either party may declare an impasse and shall then follow the procedures outlined in RSA 273-A for the resolution of disputes.
- F. If the parties fail to agree on the selection of a mediator or fact finder, and pursuant to RSA 273-A:12, the matter is referred to the Public Employee Labor Relations Board (PELRB) for appointment of a mediator or fact finder and if within twenty (20) days of such reference the PELRB has failed to provide a list for selection of a mediator or fact finder, as the case may be, the parties will jointly petition the PELRB in writing for such list.

- G. If the PELRB does not provide such a list within ten (10) days from the date of the petition, either party may request the American Arbitration Association to appoint a mediator or fact finder, as the case may be, to which appointment the other party will be deemed to have consented.

### III. ASSOCIATION RIGHTS

- A. So long as this Agreement remains in effect, prior to each District Board meeting, the District will provide the Association president with the agenda and the place of the meeting.
- B. The District agrees that all employees within the bargaining unit shall have full freedom of association and self-organization and shall be free from coercion, interference, discrimination, or reprisals by the District by reason of membership in the Association or the exercise of their rights under RSA 273-A. This Agreement shall not be interpreted as divesting the New Hampshire Public Employees Labor Relations Board of any jurisdiction conferred by RSA 273-A.
- C. The Association will have the right to post notices of its activities and matters of concern and interest to Assistants, and to have the use of the school mailbox system.
- D. Representatives of the Association shall be permitted to transact Association business on school property at reasonable times.
- E. At any District-wide meeting of Assistants, the Association 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.

- F. At the beginning of every school year, the Association will be credited with thirty (30) hours to be used by employees who are officers of the Association. Such use, with pay, will be at the discretion of the Association, and shall not be for less than one hour, and the Superintendent 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.

#### IV. DUES DEDUCTION (FAIR SHARE)

1. The Board agrees to deduct from the salaries of its employees, union dues or service fees for the Concord Education Assistants Association, National Education Association-New Hampshire, and the National Education Association, as said certified employees individually and voluntarily authorize the District to deduct and to transmit the monies promptly to such Association or Associations. Assistant's authorization will be in writing in the form set forth in Appendix H.
2. Although it is agreed that union membership is not a mandatory condition of employment, employees covered by this Agreement shall be required to pay union dues or a service fee in an amount not to exceed the union dues for the purpose of administering the provisions of this Agreement. Employees have the right to object to payment of a service fee and the union shall justify what portion of the service fee may constitutionally be collected from an objecting employee. The Association agrees not to threaten, harass, intimidate or coerce employees into becoming members of the union or paying a service fee.

3. The Association will certify to the District, in writing, the current rate of its union membership dues or service fee. If the Association changes the rate of its union membership dues or service fee it will give the District thirty (30) days written notice prior to September 1 of the year of such change.
4. Deductions referred to in Section 1 above will begin within thirty (30) days of the District's receipt of authorization from the employee.
5. The Association will provide the District with a list of those employees who have voluntarily authorized the District to deduct union dues or a service fee, along with copies of their signed authorizations permitting the deduction. Any certified employee desiring to have the District discontinue deductions he/she has previously authorized, or desiring to use another method of payment, must notify the District and the Association concerned in writing sixty (60) days prior to the beginning of the school year.
6. The union shall indemnify, defend, and hold harmless the District against any and all claims, demands, suits, legal costs or other forms of liability (monetary or otherwise) arising out of or by reason of any action taken or not taken by the District for the purpose of complying with the provisions of this Article.
7. Deductions referred to in Section 1 above will begin on the first payday of each school year. The District will not normally honor any authorizations that are delivered later than November 1, excluding new members of the Association. Up to three (3) exceptions per year will be granted when requested in writing by the union.

**V. EMPLOYEE RIGHTS**

- A. The District recognizes each employee's rights as a citizen or resident of the United States of America.
- B. Employees who are lawfully subpoenaed or requested to serve on jury duty will receive their 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.

**VI. HOLIDAYS**

- A. Employees in the bargaining unit shall be granted the following days with pay: Thanksgiving Day and the day after, 2 days during the Christmas break, and Memorial Day. Days off will be defined by the school calendar.

**VII. TEMPORARY SUBSTITUTIONS**

In the event an employee is assigned to substitute for another employee in a higher Assistant classification for a period in excess of five (5) working days, the substitute employee shall be paid at the Assistant classification rate of the person for whom the employee is substituting, if the rate is greater.

**VIII. EMPLOYMENT**

- A. An Assistant will not be expected to work beyond the number of hours agreed to in his/her individual contract with the District. However, if any Assistant and Principal/Supervisor mutually agree to additional hours of work, such hours will be considered overtime and compensated at the following rate:
  - 1. Up to and including forty (40) hours per week will be the normal hourly rate.

2. Over forty (40) hours per week will be one and one-half (1 1/2) times the normal hourly rate.
- B. All Assistants will be given a job description outlining their duties when they are issued their individual contracts for the coming school year.
- C. The District shall make all reasonable efforts to issue contracts for Assistants for the forthcoming school year, as early as possible. Except in unusual circumstances, contracts for known positions will be issued no later than June 1st.
- D. Assistants shall not be assigned to duties beyond those contained in their job description unless voluntarily agreed to.
- E. Should an Assistant be temporarily assigned to duties compensated at a rate lower than those contracted for, such Assistant shall not be reduced in pay but shall continue at their current higher rate of pay.
- F. Assistants will be guaranteed a one-half (1/2) hour duty-free lunch period without pay.
- G. If a Principal determines that a substitute is required, and if an Assistant is qualified and employed as a substitute teacher, compensation will be at the usual substitute rate, or Educational Assistant per diem rate, whichever is higher.
- H. If positions of employees covered by this Agreement are reclassified in a manner which reduces the salary levels applicable to that position, no person who is employed by the District as of the effective date of this Agreement, will have his/her compensation reduced so long as he/she occupies the

reclassified position for the remainder of the school year.

- I. Upon request, an Assistant will have his/her Supervisor(s) designated.

**IX. FAIR TREATMENT**

**A. Notification of Deficiencies**

The Administrator shall promptly notify an Assistant in writing of any alleged deficiencies, indicate expected correction, and indicate a reasonable period for correction. In the event that a deficiency could result in termination of employment, copies of any notice to the Assistant shall be promptly forwarded to the Association. (See Appendix F - CEAA Evaluation)

**B. Right to Representation**

An Assistant shall at all times be entitled to have present a representative of the Association when being reprimanded, warned, or disciplined for any infraction of rules, delinquency in performance, or allegations of such. When a request for such representation is made, no action shall be taken with respect to the Assistant until such representative of the Association is present.

**C. Due Process**

No Assistant shall be discharged, non-renewed, suspended, disciplined, reprimanded, reduced in rank or compensation, or deprived of any benefit without just cause. All information forming the basis for disciplinary action will be made available to the Assistant and the Association.

- D. Any complaint regarding an Assistant made to any member of the Administration by a parent, student, or other person that may

be used in any evaluative manner shall be promptly investigated. The Assistant shall have the opportunity to review any complaint placed in the file. The Assistant shall also have the right to submit a written answer to such material and said answer shall be reviewed by the Superintendent, or designee, and attached to all copies.

**E. Review of Personnel Files**

Assistants shall have the right, upon request, to review the contents of their personnel files and to receive copies at District expense of any documents contained therein. Assistants shall be entitled to have representatives of the Association accompany them during such review.

**X. VACANCIES, TRANSFERS, AND REASSIGNMENTS**

**A. Notice of Vacancies**

1. Notices of vacancies for Assistant positions and positions with similar duties will be posted on the official bulletin board in each school, when school is in session, and sent to the Association President as soon as the Administration is aware of the existence of such vacancies.
2. Such notices shall contain the date of posting, a description of the position, name and location of the school, requirements of the position, name of the person to which the application is to be returned, and date by which the application is to be returned.
3. Assistants who desire a change in assignment, or who desire to transfer to another building, may file a written statement of such desire with the Superintendent not later than May 15. Such statement shall include the position to

which the Assistant desires to be assigned and the school or schools to which he or she desires to be transferred, in order of preference.

When the District seeks to fill an Assistant vacancy by transfer, CEAA volunteers District-wide, will be interviewed, evaluated and given first consideration in placement in the vacant position before an involuntary transfer is considered.

4. Involuntary Transfers - If all reasonable attempts by the Administration to assign an Assistant to a building, grade, and/or student by June 1 fail, the Administration may issue contracts without such information.

The President of the CEAA will be notified of the number and names of the individuals involved prior to the issuing of such contracts. Members so affected will be notified by July 15 of their placement for the coming school year.

When involuntary transfers occur between buildings within the same level or between levels (elementary, middle, and high school), or between job levels (non-instructional, instructional, Program Assistant), the Assistant in the building with the least seniority will be transferred. For purposes of this section, seniority shall be determined by adding the number of years of continuous service in the Assistant's current building ("building seniority") and the number of a member's years continuous of service in the District. For involuntary transfers of Assistants not assigned to a single building, "building seniority" shall be determined by the Assistant's years of continuous service within his or her current level.

Years of service in the District and in the Assistant's building

will be determined by the equivalent number of full-time years worked (example - two years of half-time equals one full-time year). If there is a tie in years of combined service in the District and the building, the lottery system will be used to determine seniority and the Assistant determined to have the least seniority will be transferred.

**B. Requirements**

1. All vacant positions shall be filled by Assistants from within the school system, provided:
  - a. they make application within ten (10) school days of the posting date of the vacancy notice in their building or have a request for such assignment on file; and
  - b. they are the most qualified applicant for the position among the pool of qualified internal and external candidates.

**C. Transfers and Reassignments**

1. No reassignments or transfers shall be made without prior consultation with the Assistant and every effort will be made to consider the wishes of the Assistant in light of the needs of the District.
2. When the District seeks to fill an Assistant vacancy by transfer, CEAA volunteers District-wide, will be interviewed, evaluated and given first consideration in placement in the vacant position before an involuntary transfer is considered.
3. Assistants who desire a change in assignment, or who desire to transfer to another building, may file a

written statement of such desire with the Superintendent not later than May 15. Such statement shall include the position to which the Assistant desires to be assigned and the school or schools to which he or she desires to be transferred, in order of preference.

**D. Notification of the Association**

On or before the beginning of the school year, the Administration shall notify the President of the Association in writing of the names and positions of all Assistants employed by the Concord School District.

**XI. TRAVEL ALLOWANCES**

Employees may not be required by the District to use their personal cars for District business. If employees are requested to use their cars and agree to do so, such employees will be reimbursed for the use of their cars at the current school district travel reimbursement rate.

**XII. LAYOFF PROCEDURE (180 Day or More Employees)**

When an Assistant position is eliminated, based on reduction in school attendance, decrease in the number of students, decrease in course enrollment, reduction in funding, discontinuance in a particular service, or reorganization of staff, the following procedure will be used:

1. A comparable position is a position with the same number of hours of work regularly scheduled per day.
2. An Assistant's qualifications for a position are also based upon the Assistant's ability to perform the functions of the position, with or without a reasonable accommodation, and the Assistant's willingness to perform the functions of the

position.

3. Any Assistant, who may be impacted by implementation of the layoff procedure when an Assistant position is eliminated and wants to be considered to bump into the full range of positions which may be available through the bumping procedure, must provide evidence of certification or waiver of certification requirements to the Superintendent's office before August 1 of that contract year.
4. When bumping into a position with fewer hours, it is the intent of the parties that the Assistant with seniority maintain as many of his/her previously scheduled hours of work per week as possible.

5. **Layoffs**

- A. Layoffs will be in the inverse order of seniority when the employee is qualified. If an Assistant with seniority in a building is laid off, that person will have the right to bump the Assistant with the lowest seniority in a comparable position in the building, if qualified for the position. If the senior Assistant is not qualified for that position, he/she will be considered for the next comparable position (moving up the seniority list within the building) until he/she is qualified for a position or he/she reaches his/her original space on the seniority list.
- B. If no comparable position is available in the building based upon the Assistant's seniority and qualifications, the senior Assistant will have the right to bump the Assistant with the lowest seniority in a comparable position district-wide, if qualified for the position. If the senior Assistant is not qualified for that

position, he/she will be considered for the next comparable position (moving up the seniority list district-wide) until he/she is qualified for a position or he/she reaches his/her original space on the seniority list.

- C. If no comparable position is available district-wide based upon the Assistant's seniority and qualifications, the senior Assistant will have the right to bump an Assistant with the lowest seniority in a position with more hours district-wide, if qualified for the position. If not qualified for that position, the senior Assistant will be considered for the next position with more hours (moving up the seniority list within the District) until he/she is qualified for a position or he/she reaches his/her original space on the seniority list.
  
- D. If no position with more hours is available district-wide based upon the Assistant's seniority and qualifications, the senior Assistant will have the right to bump the Assistant with the lowest seniority in a position with fewer hours district-wide (moving down the district-wide seniority list listed by hours scheduled per day), if qualified for the position. If the senior Assistant is not qualified for that position, he/she will be considered for the next comparable position (moving up the seniority list of comparable positions district-wide) until he/she is qualified for a position or he/she reaches his/her original space on the seniority list.
  
- E. If, after moving down the full list of positions district-wide by hours scheduled per day, the senior Assistant is not qualified for a position with fewer hours based upon the Assistant's seniority and qualifications, Assistants

will be subject to recall in accordance with Article XII.8.

6. A. If a school closes, Assistants will be placed at a new or merged building according to seniority in comparable positions if qualified for a position. If there is a lack of comparable positions for which the employee is qualified, those persons would bump the Assistants with the lowest seniority district-wide in comparable positions where qualified.
- B. If no comparable position is available district-wide based upon the Assistant's seniority and qualifications, the senior Assistant may utilize the standard layoff procedure in Paragraph 5 above starting at Step C.
7. If an Assistant is laid-off due to a reduction in federal funding, that Assistant will be offered restoration to the position should the particular funding for that position be restored, if the District restores the position with the same number of hours during that contract year. That Assistant will be offered the restored position before the District recalls any employee who may be eligible for recall pursuant to Paragraph 8 of this Article. If the Assistant accepts the restored position, any Assistant who may be available for recall will be recalled in accordance with Paragraph 8 of this Article to fill the position of the Assistant who returned to the restored position.
8. For a period of fourteen (14) months following the layoff, employees will be recalled in the inverse order of their being laid off, and no new appointments may be made within that fourteen (14) month period while there are laid-off employees available who are qualified to fill a vacancy, provided that,

this right to preferential rehiring shall apply only to positions for which the employee is qualified and shall apply only with respect to a comparable position to that from which the employee was laid off or, as an alternative, to a position with different hours. Employees who wish to be eligible for rehiring under this Article XII must notify the Assistant Superintendent in writing within ten (10) days of the original layoff. Seniority will be determined by the total number of contract hours worked for the District.

Employees who work extra hours performing bargaining unit work under time slips in addition to contracted hours, may have those hours added to their accumulated contracted seniority hours when a reduction in force is contemplated.

The employee is responsible for retaining copies of such time slips for extra bargaining unit work.

The District shall have the right to issue up to three (3) open ended individual contracts to the least senior Assistants to provide for reduction in force arising from the transfer of a special needs student out of district, during the school year, or a change in IEP code.

9. The District shall notify, in writing, the affected Assistant or Assistants, and the Association, of all layoffs for the forthcoming school year by June 1 of the current school year.

### **XIII. LEAVES**

#### **A. Personal Leave**

Employees shall be entitled to up to two (2) days/sessions of personal leave.

#### **B. Bereavement Leave**

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. Immediate family shall be defined as: spouse, civil union partner, domestic partner (unmarried and un-civil-unioned), mother/father, brother/sister, child, grandparents, grandchildren, step: mother/father/brother/sister/child, aunt/uncle, legal guardian, and in-laws: mother/father/brother/sister. Days utilized for immediate family funerals shall not be deducted from sick leave. Employees may utilize up to three (3) days sick leave per year to attend other funerals.

**C. Emergency Leave**

1. The parties recognize that emergencies not excluding illness in the family may occur from time to time that require the absence of an employee from customary employment responsibilities within the District. When said emergencies occur, an employee shall be entitled to absent themselves from their employment without loss of pay. Emergency leave days shall be deducted from sick leave for 180 day or more employees. Emergency leave days shall not be deducted from sick leave for employees who work less than 180 days.
  
2. An individual shall not be refused permission to leave if, in the opinion of the individual, an emergency exists. In the event the District determines that an emergency requiring the individual's absence did not actually exist, it shall follow the requirements of the following grievance procedure which shall supersede the grievance procedure in Article XIX with regard to any grievance which is filed in relation to this section, Article XIII, C.

- a. If the District has reason to believe that an employee has taken an emergency day for a reason beyond the scope of an "emergency day," the District shall seek resolution of the disputed day through submission to a neutral person (arbitrator).
- b. The parties hereby appoint Allan C. McCausland of Warner, New Hampshire (or other mutually agreed upon arbitrator should Mr. McCausland be unavailable) as a permanent arbitrator for the resolution of disputes regarding emergency days. In the event that a dispute arises concerning the taking of an emergency day, said dispute shall be referred to Mr. McCausland for resolution.
- c. If the District believes that an emergency day was taken for a purpose beyond the scope of an emergency day, the District shall inform the employee of its intent to request denial of payment for said emergency day and submit the dispute to the permanent arbitrator.
- d. Within ten (10) days of notification to the employee of the District's intent to request denial of payment, the District shall notify the permanent arbitrator (selected by the parties in accordance with the terms of this Agreement) as to the dispute and the basis upon which said request is based and shall request that the permanent arbitrator meet with the employee (and his/her representative if desired) to resolve said dispute within the terms of this contract.

- e. After receiving notice of a request for denial of payment and the District's basis for said request, Mr. McCausland shall meet with the affected employee and shall determine from said employee the reason for taking an emergency day. If said employee refuses to meet with Mr. McCausland (or other mutually agreed upon arbitrator should Mr. McCausland be unavailable) denial of the emergency day will be automatic and pay shall be withheld. Said meeting shall not occur at a time which requires the appointment of a substitute Assistant.
- f. Mr. McCausland shall not prepare a written decision. An order upholding or denying the District's request shall be sufficient.
- g. The parties shall abide by the decision of the permanent arbitrator and no appeal therefrom shall be permitted.
- h. Mr. McCausland's fee(s) for said review and order shall be equally borne by the parties to this Agreement.

**D. Sick Leave**

- 1. All 180 day or more Assistants shall be entitled to ten (10) sick days/sessions with pay, per year, accruable to ninety (90) days/sessions.
- 2. Assistants working less than 180 days will earn one (1) sick hour for every twelve (12) hours worked accruable to four hundred and fifty (450) hours. However, a starting

balance of 30 hours will be given to all Assistants under this section after the probationary period has been completed.

All Assistants will receive an accounting of their accumulated sick leave on each paycheck stub.

If an employee shall die from any cause while in service and there remains sick leave standing to his/her credit, then the sick leave shall be paid in the following order of priority:

- a. A named beneficiary whose name has been filed by said employee;
  - b. If no named beneficiary has been filed, to the employee's surviving spouse, then to the estate of the deceased employee.
3. After ten (10) continuous years of service to the District, Assistants who voluntarily terminate their employment will be paid 100% of their accrued sick time balance up to a maximum accrual pursuant to Article XXIII.D.1. Employees with 10-15 continuous years of service to the District will be paid at a rate of \$70 per day. Employees with 16-20 continuous years of service to the District will be paid at a rate of \$80 per day and employees with more than 20 continuous years of service to the District will be paid at a rate of \$90 per day.

#### **E. Child Care Leave**

1. A leave of absence of up to one year without pay shall be granted to an Assistant for the purpose of child care. Assistants desiring such leave shall notify the Director

of Human Resources as soon as practical, but in no event later than thirty (30) days prior to the date a leave is to commence, except in the case of medical emergency.

2. An Assistant who takes child care leave shall be returned to the position formerly held. If the leave has been for six (6) months, or less, there will be no reduction in pay or benefits and all rights and accrued benefits 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 and accrued benefits shall be reinstated, except that experience level credit will not be given for leave time. Such an assistant may contribute the cost of his/her insurance coverage in order to remain in the group plan while on leave.

Should an employee decide to terminate employment at the end of a leave, he/she will give the Administration notice of such intent at least fifteen (15) days prior to the termination of leave.

#### **F. Health Leaves**

Leaves of absence for health reasons may be granted by the Superintendent up to, but not exceeding, one hundred ninety (190) days for Assistants. Time spent on leaves following use of accumulated sick leave will be without pay or experience credit.

#### **G. Military Leaves**

The District will pay an employee the difference between what he/she receives from the military service and what he/she would receive as a District employee if he/she is required to perform military obligations as a reservist or National Guard

member during the employee's work year.

#### H. Other Leaves

Other leaves of absence may be granted with or without pay by the District.

An employee on any leave authorized pursuant to the terms of this Agreement shall be given a written statement of the type and duration of said leave.

#### I. 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 I,B,8. 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.

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 XII of this Agreement shall not apply to a replacement employee whose employment has been terminated. However, replacement employees who have served six (6) months outside the bargaining unit shall have their seniority calculated from their original date of continuous service to the District if they are employed by the District without any break in service at the conclusion of their service as a replacement employee.

XIV. SICK LEAVE BANK

- A. The District agrees to establish a sick leave bank to cover employees in the event of long term illness. The sick leave bank shall be administered by a committee composed of five (5) members of the Association appointed by the Association President. Rules for membership and participation in the sick leave bank shall be established by the Association and shall be supplied to the Board upon request. Any rules established by the Association shall include the following:
1. That the sick leave bank shall be funded at the start of each school year to reach a maximum of two hundred (200) days. The sick leave bank may be supplied with additional days only at the start of each school year to bring it up to the two hundred (200) maximum.
  2. That employees may contribute up to ten (10) days in any school year to the sick leave bank; and that any days contributed shall be deducted from the year's sick leave entitlement for the person making said contribution.
  3. That the Association shall notify the District by October 1st of each year of the individuals who have donated days to the sick leave bank so that said days may be deducted from the individual's yearly entitlement. Only bargaining unit employees who have contributed to the sick leave bank in any contributing year are entitled to receive sick bank benefits.
  4. That individuals may not elect to receive sick leave benefits in lieu of disability benefits. Eligibility for sick leave bank benefits shall terminate when an individual is eligible for disability benefits.

5. That no employee shall, under any circumstances, be entitled to sick leave bank benefits until said employee has exhausted all accrued sick leave available to that employee.
6. That no one shall, under any circumstances, be entitled to receive sick leave and disability benefits at the same time.

**XV. PAY SCALE**

- A. The pay scale of all employees covered by this Agreement is set forth in Schedule A which is attached hereto and made a part hereof.
- B. All Assistants will be placed on the appropriate step of the CEAA Salary Schedule in accordance with their experience in the area for which the Assistant is hired. The maximum credit given will be the third (3rd) step. Experience is to be determined by either the Principal, the Assistant Superintendent or the Director of Human Resources.
- C. Longevity  
After ten (10) years of service with the District, Assistants will receive additional compensation as follows:

10-14 years	\$1.25/hour
15-19 years	\$1.50/hour
20 years or more	\$1.75/hour

- D. Assistants will be offered the option to be paid in bi-weekly installments of twenty-two (22), twenty-six (26), or twenty-seven (27), whichever is applicable.

**XVI. INSURANCE**

**A. Health Insurance**

1. Choice of Benefits

a. The District will offer eligible bargaining unit members who successfully complete the probationary period a choice of two medical benefits plans: (1) Blue Cross/Blue Shield/Anthem Point of Service (POS) plan, and (2) Blue Cross/Blue Shield/Anthem Health Maintenance Organization (HMO) plan.

b. To make any change of health insurance benefits during the open enrollment period, documents must be filed with the District between June 1 and June 30; the health insurance open enrollment effective date is July 1 and all changes will take effect on that date.

c. The District and bargaining unit members will contribute toward the cost of bargaining unit members' elected benefit plan at the rates set out in sections (1) and (2) below. Said annual contribution from bargaining unit members shall be paid through payroll deduction. The annual cost of the medical benefits plans shall be provided on or before June 1 of each year.

2. The District will provide a single membership in the BC/BS/Anthem POS or HMO medical benefits plan selected by the bargaining unit member with the negotiated contribution set out below to Assistants who are scheduled to work at least 30 hours per week. Employees who are scheduled to work at least 25 hours per week and who are enrolled in a District health insurance plan as of June 30, 2009, will be allowed to remain in the

District health insurance plan under the same terms and negotiated contributions as Assistants who are scheduled to work at least 30 hours per week.

The District and the bargaining unit member will contribute the following amounts toward the annual cost of a single membership in medical benefits for bargaining unit members who elect to enroll in the **POS** plan:

(a) For the 2009-2010, 2010-2011 and 2011-2012 contract years, the District will contribute 86% and the bargaining unit member will contribute 14% of the audited, annual cost of a single membership in the **POS** plan.

(b) The District and the bargaining unit member will contribute the following amounts toward the annual cost of a single membership in medical benefits for bargaining unit members who elect to enroll in the **HMO** plan:

(c) For the 2009-2010, 2010-2011 and 2011-2012 contract years, the District will contribute 90% and the bargaining unit member will contribute 10% of the audited, annual cost of a single membership in the **HMO** plan.

3. Each year the District will conduct a study of actual costs of health insurance claims and administrative costs to BC/BS/Anthem, and will make an accurate determination of the actual premiums that would have otherwise been adequate to cover the costs. The Association has the right to participate in this audit and shall receive a copy of the audited analysis.

The annual payment will be provided through payroll deduction. 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, the District will file to qualify all other allowable benefit contributions as pre-tax deductions pursuant to Section 125 of the Internal Revenue Code. Said contributions shall be equally divided among 20 pay periods.

Health and dental benefits will continue in summer (July and August), unless an Assistant is terminated with just cause.

**4. Wellness Program**

A wellness program will be offered as an element of medical benefits regardless of the specific plan chosen by the bargaining unit member. Bargaining unit members may participate in the wellness program. On or before September 15, the District's annual budgeted health expense for the preceding fiscal year shall be measured against the actual health expense of the District for that fiscal year. Beginning with the plan year September 1, 2002: if there is a surplus at the end of the fiscal year between the amount of all health insurance claims plus administrative costs paid and the amount of the total premium set by BC-BS/Anthem in that year, the bargaining unit portion of any surplus will be rebated on a pro-rata basis to employees who contribute to the plan, following the District's annual audit of the actual costs of health insurance claims and administrative costs. The amount of said pro-rata rebate shall be based upon dollars paid by the employee as contribution during the

given fiscal year. The rebate will be payable to current employees no later than December of the year following the fiscal year during which the surplus arose. However, no rebate will be paid to any employee until the minimum rebate due any current employee is \$50.

**5. Retiree Health Insurance**

Retirees shall be permitted access to the District's health insurance plan, as it exists for bargaining unit members. For those retirees who are enrolled in health insurance at the date of their retirement, the District will contribute 30% of the cost of a single membership in the retiree's chosen health insurance plan, with the retiree paying the remaining cost. For those Assistants who retire with fifteen (15) or more years of continuous service to the District immediately before retirement, the District will contribute 65% of the cost of a single membership in the retiree's chosen health insurance plan, with the retiree paying the remaining cost.

For the purposes of this section of the contract, a retiree shall be defined as an employee who is at least fifty-five (55) and less than sixty-five (65) years of age and has at least ten (10) or more continuous years of service to the District immediately before retirement. This benefit shall end when Medicomp becomes available.

**B. Dental Insurance**

The District will pay for a single Delta Dental plan A, B, and C (100% of coverage A, 100% of coverage B, 50% of coverage C) or equivalent for all Assistants who are employed 30 hours per week or more, and who have been employed by the district for at least two (2) years. See Appendix D for further details.

**C. Disability**

The District will purchase long-term disability and accident insurance coverage on all Association members who work thirty (30) hours per week or more. Disability coverage will provide 66-2/3% of basic monthly earnings, subject to the terms of the District's policy. See Appendix E.

**D. Liability**

The District agrees that the employees will be covered by the same liability insurance furnishing protection against suits resulting from student accidents as is afforded to other District employees.

**E. Worker's Compensation**

The District agrees to purchase Worker's Compensation Insurance at no cost to the employee.

**F. Personal Property Insurance**

The District will reimburse an Assistant for non-insured loss and/or damage to personal property used in school-related activities up to \$250 for property and \$250 for automobile per incident. The intent of this payment is to reimburse the Assistant for losses which are not insured or may be within deductibles on insurance carried by the Assistant.

**G. Life Insurance**

The District will purchase \$25,000 of term life insurance for each certified employee scheduled to work a minimum of 25 hours per week during each year of the Agreement. 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 employment with the District. The employee shall designate the beneficiary of this insurance.

**H. Tax Sheltered Annuity Participation**

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.

**XVII. PHYSICAL EXAMINATIONS**

- A. 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 any physical examination or medical procedure it requires, including a tuberculin skin test.
- B. The physical shall include a tuberculin skin test which shall be administered in accordance with Concord School Board policy.

XVIII. PROFESSIONAL IMPROVEMENT

A. If a Principal/Supervisor assigns training for an Assistant, the Assistant will be paid at his/her regular hourly rate for the time he/she is attending training. This, however, does not apply during non-school time when Assistants are attending courses or doing homework.

B. Course and Workshop Reimbursement

1. The District agrees to pay for courses and workshops which are work related and approved by an Assistant's supervisor up to the amount of \$15,000 for each of the 2009-2010, 2010-2011 and 2011-2012 contract years for the CEAA unit. Approval will not be arbitrarily denied by a supervisor. Payment for each course or workshop shall be made to the institution on the employee's behalf at the time of enrollment. The employee must provide the District a) satisfactory documentation from the institution to include course/workshop name, dates of enrollment, and associated costs to attend and b) a completed 'Authorization For Voluntary Payroll Deduction' form (See Appendix I). In the event the employee does not attend the course or workshop or fails to receive a passing grade, the tuition or fees paid at the time of enrollment shall be deducted in equal installments from the employee's remaining paychecks. Satisfactory proof of course or workshop completion is required and shall be submitted to the HR Dept. within 30 days of completion of the course or workshop. The administration of the reimbursement provision will be jointly managed by the District's Professional Staff Development Director or Superintendent's designee and a CEAA Representative.

2. The maximum amount of reimbursement will be at the actual credit hour costs at the Concord campus of the New Hampshire Technical Institute. An individual is limited to reimbursement for six (6) credit hours in a fiscal year.

C. **Staff Development** - In addition to the current practice whereby employees may receive approval to attend in-service activities during a work day, an Assistant may attend any relevant workshops and in-service activities during a non-work day and receive compensatory time off with the prior, written approval of the appropriate Administrator. It is understood that such approval will not extend the length of the Assistant's individual contract.

D. Upon approval of the immediate supervisor, reviewable by the Superintendent, employees shall be granted up to three (3) days with pay to participate in activities which promote professional improvement. Such days shall not be arbitrarily denied.

E. With regard to workshops which are required by the District, employees are eligible for conference and travel funds which may be expended subject to the discretion of Building Principals and Administrators, if any are available for expenditure.

1. An employee may request of his/her supervisor the opportunity to attend work related workshops, which requests shall not be unreasonably denied. If the District requests that the employee attend a work related workshop, the employee shall not be required to expend his/her own funds for

registration costs relating to said workshops.

- F. Following successful completion of each fifty (50) hours of administratively pre-approved work-related staff development hours completed on or after September 1, 1999, the District will pay an Assistant an additional \$0.25 per hour up to a cap of \$1.75 per hour. Any pay increase will be implemented at the beginning of the next contract year.
  
- G. The District will contribute funds in the amount of \$9,000 during the 2009-2010 contract year, \$10,000 during the 2010-2011 contract year and \$11,000 during the 2011-2012 contract year to sponsor District-wide initiatives which will provide work-related staff development hours for Assistants. Said initiatives may be in the form of workshops, seminars or classes, and shall be planned by a collaborative committee consisting of up to five (5) Association members who shall be selected by CEAA and up to four (4) persons selected by the District. Of the five (5) Association members on the committee, one employee shall be selected by CEAA from each of the following areas where possible: elementary, middle school, high school, special needs, and technology/media.

**XIX. GRIEVANCE PROCEDURE**

**A. Definition**

- 1. A "grievance" is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of an assistant or group of assistants based upon the interpretation, application, or violation of any of the provisions of this Agreement.
  
- 2. An "aggrieved person" is the person or persons making the claim.
  
- 3. A "party of 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.

**B. Procedures**

1. An employee with a grievance shall first submit it in writing to his/her Principal within thirty (30) school days of the date he/she knew or should have known of the grievance. The Principal shall meet with the employee within five (5) working days after receiving the written grievance.
2. If the aggrieved person is not satisfied with the disposition of the grievance by the Principal, or if no decision has been rendered within five (5) working days after the first meeting, the written grievance may be filed with the Director of Human Resources. The Director of Human Resources shall meet with the employee within five (5) working days after receiving the written grievance and shall communicate his/her decision in writing to the aggrieved person and the Association within five (5) working days after the meeting.
3. If the aggrieved person is not satisfied with the disposition of the grievance by the Director of Human Resources, or if no decision has been rendered within five (5) working days after the first meeting, the written grievance may be filed with the Superintendent. The Superintendent shall meet with the employee within five (5) working days after receiving the written grievance and shall communicate his/her decision in writing to the aggrieved person and the Association within five (5) working days after the meeting.

4. If the employee is not satisfied with the disposition of the grievance by the Superintendent, he shall notify the Association within five (5) work days after receipt of the Superintendent's decision. The Association may then file the grievance in writing with the School Board Communications Committee (SBCC) within ten (10) school days. A meeting between the Grievance Committee and the SBCC to examine the facts of the grievance shall be held within fifteen (15) days after receiving the written grievance. The SBCC will render a written decision within fifteen (15) school days after such meeting.
  
5. If the Association is not satisfied with the disposition of the grievance by the SBCC and determines that the matter should be arbitrated, it shall advise the Superintendent in writing within ten (10) working days of receipt of the employee's request. If the parties fail to agree upon an arbitrator within fourteen (14) days after the employee has requested arbitration, then either party may apply to the American Arbitration Association for designation of an arbitrator. The arbitrator shall proceed forthwith to make a final and binding disposition of the grievance by such means and methods as he may determine to be necessary. The arbitrator has no authority to alter, change, or modify any provision of this Agreement.

If either party fails to abide by the provisions of this Section (XIX) the other party may apply to Merrimack County Superior Court under the provisions of RSA 542 for enforcement of this Agreement.

The cost of arbitration, including the arbitrator's fees and reasonable expenses, shall be borne equally, subject

to the agreement of both parties.

6. a. No reprisals of any kind will be taken by the District or the Association against any party of interest or other participant in the grievance procedure.
  - b. Any party of interest may be represented by counsel or by a representative selected by the Association. The Association may appear and be heard at any stage of the grievance procedure.
7. A grievance involving a group of employees from different buildings or departments may be submitted in writing by the Association directly to the Superintendent.

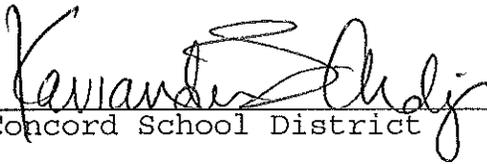
**XX. DISCRIMINATION**

The District and the Association agree that there shall be no discrimination and that all practices, procedures, and policies of the school district shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, or discipline of Assistants, or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, sexual orientation, domicile, marital status, disability or age.

**XXI. MISCELLANEOUS**

The provisions of the 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.

Date: 6-1-09

By:   
Concord School District

Date: 6-15-09

By:   
Concord Educational Assistants Association

Appendix A

ASSISTANT WAGE SCHEDULE

2009 - 2010

<u>Step</u>	<u>Non-Instructional</u>	<u>Instructional</u>	<u>Program Assistant</u>
1	\$ 11.59	\$ 12.08	\$ 13.82
2	11.93	12.52	14.28
3	12.28	13.00	14.77
4	12.62	13.44	15.24
5	13.00	13.93	15.73
6	13.35	14.41	16.21
7	13.71	14.89	16.69
8	14.13	15.53	17.26
9	14.83	16.20	17.93
10	15.47	16.80	18.58

2010 - 2011

<u>Step</u>	<u>Non-Instructional</u>	<u>Instructional</u>	<u>Program Assistant</u>
1	\$ 11.91	\$ 12.42	\$ 14.20
2	12.26	12.86	14.67
3	12.62	13.35	15.18
4	12.96	13.81	15.66
5	13.35	14.31	16.17
6	13.71	14.81	16.65
7	14.09	15.30	17.15
8	14.52	15.96	17.74
9	15.24	16.64	18.42
10	15.89	17.26	19.09

2011 - 2012

<u>Step</u>	<u>Non-Instructional</u>	<u>Instructional</u>	<u>Program Assistant</u>
1	\$ 12.24	\$ 12.76	\$ 14.59
2	12.60	13.21	15.07
3	12.96	13.72	15.59
4	13.32	14.19	16.09
5	13.72	14.71	16.61
6	14.09	15.22	17.11
7	14.48	15.72	17.62
8	14.92	16.39	18.22
9	15.66	17.10	18.93
10	16.33	17.74	19.62

## BlueChoice Three-Tier

Benefits	OPTION 1 When your PCP provides or arranges your care	OPTION 2 When you seek care directly from a BlueChoice provider	OPTION 3 <sup>1</sup> When you seek care from any out-of-network provider
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	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	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, laboratory and allergy tests, x-rays, ultrasounds, injections, allergy injections	Covered at 100%	Covered at 100%	Covered at 80% after deductible
Maternity care	Prenatal and postpartum office visits: Covered at 100% Delivery: Covered at 100%	Prenatal and postpartum office visits: Covered at 100% Delivery: Covered at 80%	Prenatal and postpartum office visits: Covered at 100% Delivery: 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)	Covered at 100% after \$10 copayment X-rays: Covered at 100%	Not applicable	Covered at 80% after deductible X-rays: 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 <sup>2</sup>		
Physical, Occupational, and Speech Therapy <sup>3</sup>	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	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 <sup>4</sup>	Outpatient: Covered at 100% after \$10 copayment, each limited to 20 medically necessary visits per person per calendar year Inpatient: 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	Outpatient: Covered at 80% after deductible, each limited to 20 medically necessary visits per person per calendar year Inpatient: 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	Short-term: Up to 34-day supply through participating pharmacies after a low copayment Long-term: Up to 90-day supply through Caremark Mail Service after a low copayment		

<sup>1</sup> You 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 MAB, you are responsible for the difference, which does not apply to the calendar-year out-of-pocket maximum. <sup>2</sup> Any combination of Option 1, 2, or 3 benefits counts toward this limit. <sup>3</sup> Benefits 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. <sup>4</sup> Limited to a combined maximum of \$5,000 per person per calendar year. <sup>5</sup> Limited to once every calendar year for children 18 years old and younger, once every two calendar years thereafter. <sup>6</sup> Inpatient 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.

Benefits	Matthew Thornton Blue When your PCP provides or arranges your care
Calendar-Year Deductible	None
Calendar-Year Out-of-Pocket Maximum	None
<b>Preventive Care</b> 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 \$5 copayment Covered at 100% after \$5 copayment. <i>(For annual OB/GYN exams, PCP referral is not required; must use network providers)</i> Covered at 100% Covered at 100% after \$5 copayment Covered at 100%
<b>Outpatient Care</b> Office visits Surgery, laboratory and allergy tests, x-rays, ultrasounds, injections, allergy injections Maternity care CT scans, MRIs, chemotherapy	Covered at 100% after \$5 copayment Covered at 100% Covered at 100% Covered at 100%
<b>Inpatient Hospital Care</b>	Covered at 100%
<b>Podiatric Care<sup>1</sup></b> <i>(limited to 12 visits per person per calendar year)</i>	Covered at 100% after \$5 copayment X-rays: Covered at 100%
<b>Durable Medical Equipment</b>	Covered at 80% after \$100 deductible, limited to \$3,500 per person per calendar year
<b>Physical, Occupational, and Speech Therapy<sup>2</sup></b>	Covered at 100%
<b>Hospice Care</b>	Covered at 100%
<b>Emergency Room Care</b> <i>(copayment waived if admitted)</i>	Covered at 100% after \$50 copayment
<b>Routine Vision Care</b> Routine exams <sup>3</sup> Frames and lenses	Covered at 100% after \$5 copayment Discounts available
<b>Behavioral Healthcare and Substance Abuse Treatment<sup>4</sup></b>	<i>Outpatient:</i> Covered at 100% after \$5 copayment, each limited to 20 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>
<b>Maximum Lifetime Benefit</b>	None
<b>Prescription Drugs</b>	<i>Short-term:</i> Up to a 34-day supply through participating pharmacies after a low copayment <i>Long-term:</i> Up to a 90-day supply through Caremark Mail Service after a low copayment

<sup>1</sup> PCP referral not required; must use network provider.

<sup>2</sup> Limited 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.

<sup>3</sup> Limited to once every calendar year for children 18 years old and younger, once every two calendar years thereafter.

<sup>4</sup> 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, 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](http://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
<b>Deductible:</b> There is no deductible applied to your program		
Covered at *100%	Covered at *100%	Covered at *50%
<b>Diagnostic:</b> Evaluations - once in a 6-month period  X-rays (Complete series or panoramic film) once in a 3-year period  Bitewing x-rays once in a 12-month period  X-rays of individual teeth as necessary*  Oral cancer screening once in a 12-month period  <b>Preventive:</b> Cleanings once in a 6-month period  Fluoride once in a 12-month period to age 19  Space maintainers to age 16  Sealant application to permanent molars, once in a lifetime per tooth for children to age 15	<b>Restorative:</b> Amalgam (silver) fillings Composite (white) fillings (anterior teeth only)  <b>Oral Surgery:</b> Surgical and routine extractions  <b>Endodontics:</b> Root canal therapy  <b>Periodontics:</b> Periodontal maintenance (cleaning)  Only one cleaning is covered in a 6-month period; this can be routine (Coverage A) or Periodontal (Coverage B), but not both.  Treatment of gum disease  <b>Denture Repair:</b> Repair of a removable denture to its original condition  <b>Emergency Palliative Treatment</b>	<b>Prosthodontics:</b> Removable and fixed partial dentures (bridge); complete dentures  Rebase and reline (dentures)  Crowns  Onlays  Implants

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

\*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

## Appendix E

### DISABILITY INCOME SUMMARY

1. The District agrees to provide disability income benefits during lifetime to age sixty-five (65) for all full-time certified 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/her 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/she 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.

### CEAA EVALUATION

Name: \_\_\_\_\_ School: \_\_\_\_\_

Classification: \_\_\_\_\_ Date: \_\_\_\_\_

<u>Criteria</u>	Does Not Meet	Needs Improvement	Meets
<b><u>DEPENDABILITY</u></b>			
Attends to responsibilities in absence of supervisor.			
Follows written and oral instructions.			
<b><u>RELATIONSHIPS WITH PEOPLE</u></b>			
Works effectively with students, staff, parents, and other adults			
Supervises students in a positive manner			
<b><u>WORK HABITS AND ATTITUDE</u></b>			
Uses good judgment working with students.			
Shows a positive attitude toward self-improvement			
Applies new ideas, procedures and techniques.			
Complies with rules, regulations and policies.			
<b><u>QUALITY</u></b>			
Performs duties in an acceptable manner.			

**EMPLOYEE'S SELF-EVALUATION:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**MUTUAL GROWTH PLAN:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**COMMENTS:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

NOTE: comments by the evaluator/s are encouraged on any item. A comment is **REQUIRED** on any item checked 'needs improvement' or 'does not meet'. (Please use the other side of this sheet if more room is needed). It is understood that in signing this evaluation, the employee acknowledges having had the report compiled with supervisor (if someone other than the principal) and principal.

\_\_\_\_\_  
 Signature of Principal                      Date

\_\_\_\_\_  
 Signature of Supervisor                      Date

\_\_\_\_\_  
 Signature of Employee                      Date

\_\_\_\_\_

## Appendix G

### PROCEDURES TO IMPLEMENT CEAA CBA ON STAFF DEVELOPMENT STIPEND

Under Section XVIII-Professional Improvement-subsection -"Following successful completion of each fifty (50) hours of administrative pre-approved work related staff development hours completed on or after September 1, 1999, the District will pay an Assistant an additional \$0.25 per hour up to a cap of \$1.75 per hour. Any pay increase will be implemented at the beginning of the next contract year."

1. Starting with the 2009-10 school year, all teaching Assistants must submit their staff development hours to Central Office by May 1<sup>st</sup>, in order to receive, if eligible, the staff development stipend for the following school year [That is, for hours submitted on a timely basis, this stipend will be reflected on the employee's contract for the following school year. Assistants who submit their eligible staff development hours after May 1<sup>st</sup> of any school year, will not receive this stipend for the following school year [initially, 2004-5]
2. Thereafter, this procedure will be followed in subsequent years, so long as Section XVIII, F of the agreement between the CSD and the CEAA remains unchanged from the current 2002-2005 Agreement as it relates to the process for payment of professional improvement pay increases. [That is, Assistants must submit their eligible staff development hours by May 1<sup>st</sup> of the current school year in order to receive any staff development benefit for which they are eligible during the following school year, provided the staff development benefit is part of the collective bargaining agreement between the District and the CEAA in force at that time.]
3. Any Assistant who doesn't submit their eligible staff development hours by May 1<sup>st</sup> will have until September 1<sup>st</sup> to submit their eligible staff development hours to Central Office in order to receive their staff development stipend for the school year. However, Assistants in this category will be sent a revised contract showing any available stipend in September. This arrangement will not be available to Assistants in subsequent years.



Appendix I

AUTHORIZATION FOR VOLUNTARY PAYROLL DEDUCTION

(Allowed under RSA 275:48 I and Lab 803.03 ( c ))

I, \_\_\_\_\_, hereby authorize  
(Employee Name)

\_\_\_\_\_ to deduct from my wages the sum  
(Employer)

of \$ \_\_\_\_\_, beginning \_\_\_\_\_ and ending \_\_\_\_\_ until  
(Amount) (Date) (Date)

The total amount of \$ \_\_\_\_\_ has been deducted.  
(Amount)

I am authorizing this voluntary deduction as specified in RSA 275:48 I and/or Lab 803.03( c ).

For deductions made for accidental overpayments, employers are not allowed to deduct more than 20% of the employee's gross pay in any pay period. See RSA 275:48 I (d), (4), ( c ), (ii).

In the event my employment ends for any reason before the final deduction is made, the entire balance may \_\_\_\_\_(X) or may not \_\_\_\_\_(X) be deducted from my final wages.

\_\_\_\_\_  
(Employee's Signature)

\_\_\_\_\_  
(Date Signed)

CONCORD SCHOOL DISTRICT

AND

CONCORD EDUCATIONAL ASSISTANTS ASSOCIATION

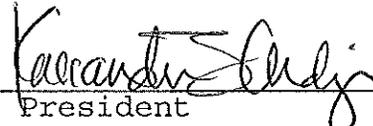
September 1, 2009 - August 31, 2012

SIDE BAR AGREEMENT

The Concord School District ("District") and the Concord Educational Assistants Association ("CEAA") 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  
Concord Educational  
Assistants Association

  
\_\_\_\_\_  
President  
Concord School Board

CONCORD SCHOOL DISTRICT

AND

CONCORD EDUCATIONAL ASSISTANTS ASSOCIATION

September 1, 2009 - August 31, 2012

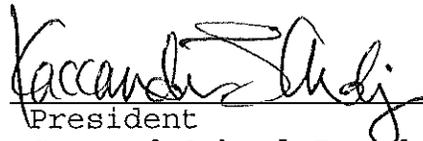
SIDE BAR AGREEMENT

The Concord School District ("District") and the Concord Educational Assistants Association ("CEAA") agree:

To form a committee comprised of CEAA members and District Staff (individuals to be determined) in order to review and revise, if necessary, the *CEAA Evaluation Form*.

Upon mutual agreement, any revised form will be attached as Appendix F to become part of the Master Agreement between the District and the CEAA and will become effective at the appropriate time.

  
\_\_\_\_\_  
President  
Concord Educational  
Assistants Association

  
\_\_\_\_\_  
President  
Concord School Board

CONCORD SCHOOL DISTRICT

AND

CONCORD EDUCATIONAL ASSISTANTS ASSOCIATION

September 1, 2009 - August 31, 2012

SIDE BAR AGREEMENT

The Concord School District ("District" or "CSD") and the Concord Educational Assistants Association ("CEAA") agree that, starting on July 21, 2009:

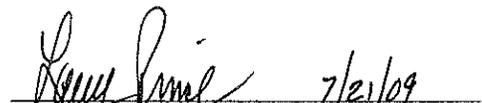
New hires for a CEAA position who have prior Concord School District work experience as a CEAA member in a CEAA position may be given up to 5 years of experience credit (up to Step 6) for those prior years of CSD service, provided their break in service with CSD does not exceed 5 consecutive school years.

Former CSD Program Assistants may be given this experience credit when hired for any Program Assistant or Instructional Assistant position. Instructional Assistants may be given this experience credit when hired for any Instructional Assistant position but will not be given this experience credit when hired for a Program Assistant position.

Those new hires who have previously served as a Non-Instructional Assistant at CSD and those new hires who are hired for a Non-Instructional Assistant position are not eligible for the experience credit outlined in this Side Bar Agreement.

The District and CEAA also agree that language incorporating the provisions of this Side Bar Agreement will be added to the next collective bargaining agreement negotiated by the District and CEAA.

  
\_\_\_\_\_  
President  
Concord Educational  
Assistants Association

 7/21/09  
\_\_\_\_\_  
Director of Human Resources  
Concord School District