

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**CONCORD SCHOOL DISTRICT**

**AND**

**CONCORD EDUCATIONAL OFFICE PERSONNEL ASSOCIATION**

**JULY 1, 2015 - JUNE 30, 2018**

This Agreement, made and entered into between the Concord School District (the District) and the Concord Educational Office Personnel Association (the Association) shall be in force for the years beginning July 1, 2015, and ending June 30, 2018. It will be renewed annually unless one of the parties has notified the other in writing on or prior to the 1st of April preceding the termination date that it wishes to renegotiate. Termination of the 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.

**TABLE OF CONTENTS**

Annual Leave.....	7
Annuities.....	10
Association Rights.....	2
Bereavement Leave.....	8
Bonus Leave.....	8
Child Care Leave.....	9
Compensatory Time.....	15
Dental Insurance.....	13
Disability.....	13
Discrimination.....	17
Discipline/Termination of Employees.....	5
Dues Deduction.....	2
Emergency Leave.....	8
Employee Rights.....	3
Fair Share.....	2
Grievance Definition/Procedure.....	15
Health Insurance.....	10
Hiring Cap .....	4
Holidays.....	4
Jury Duty/Subpoena.....	8
Leaves of Absence.....	7
Leaves of Absence – Health.....	9
Liability.....	13
Life Insurance.....	13
Longevity.....	10
Lunch Period.....	10
Management.....	1

Military Leave.....	10
Miscellaneous.....	17
Miscellaneous Leave.....	8
Negotiations Procedure.....	1
Overtime.....	17
Pay Periods.....	15
Personal Property Insurance.....	14
Physical Examination.....	14
Probationary Period .....	5
Professional Improvement.....	15
Recognition.....	1
Reductions In Force.....	6
Retiree Health Insurance.....	12
Retirement and Separation Pay.....	14
Sick Leave.....	7
Sick Leave Bank.....	13
Summer Hours.....	18
Temporary Substitutions.....	4
Travel Allowances.....	4
Vacancies and New Positions.....	3
Wages.....	10
Worker's Compensation.....	13
Schedule A - CEOPA Positions.....	19
Schedule B - Wage Schedule.....	20/21
Schedule C - Administrative Assistant Employee Agreement.....	22
Schedule C <sup>1</sup> - Provisional Administrative Assistant Employee Agreement.....	23
Schedule D – CDHP Health Insurance Summary of Benefits.....	24/25
Schedule E – Dental Insurance Plan Summary.....	26
Schedule F – Disability Income.....	27

**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 all Administrative Assistant employees in the District who work at least twenty (20) hours per week, except the Administrative Assistant to the District Superintendent, and the Administrative Assistants to the District Assistant Superintendent and Business Administrator.
- B. This Agreement may be terminated immediately by the District in the event that the Association is no longer certified by the Board as the exclusive representative of the bargaining unit pursuant to **RSA 273-A**.
- C. Any employee included within the bargaining unit may join any organization for his/her professional or economic improvement and membership in the Association or any other organization shall not be required as a condition of employment.

**II. MANAGEMENT**

The Association agrees that, subject to the express provisions of this Agreement, the supervision, management and control of the District's business and operations, 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. The District agrees to the extent that any policies or procedures of the District are contrary to the express provisions of this Agreement, then this Agreement shall supersede such policies or procedures.

**III. NEGOTIATIONS PROCEDURE**

- A. On or before October 15th of any year preceding 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. The first negotiation meeting will be held prior to October 31st following the giving of such notice.
- B. So long as this Agreement remains in effect, prior to each District Board meeting, the District will provide to the Association the same written information at the same time as it provides to the *Concord Monitor*.
- C. 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.
- D. The District and the Association recognize and will fulfill their obligation to negotiate in good faith as prescribed in **RSA 273-A**.
- E. 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.
- F. If agreement is not reached by January 15th 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.
- G. If the parties fail to agree on selection of a mediator or fact finder, and pursuant to **RSA-273-A:12**, the matter is referred to the Board for appointment of a mediator or fact finder, and if within twenty (20) days of such reference the Board has failed to appoint a mediator or fact finder, as the case may be, the parties will jointly and immediately petition the Board in writing for such appointment.

- H. If the Board does not make such an appointment within ten (10) days from the date of 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.

#### IV. ASSOCIATION RIGHTS

- A. 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**.
- B. The Association and its representatives shall be treated as "organizations directly associated with the schools" as defined in the District's *Manual of Policies* and shall have such rights with respect to the use of school buildings as are from time to time set forth in the *Manual of Policies* for such organizations.
- C. Representatives of the Association shall be permitted to transact association business on school property at reasonable non-working times (subject to IV, B above) or during normal business hours provided that it is during non-working time for the employee or employees involved.
- D. At any District wide meeting of Administrative Assistant personnel, 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.
- E. At the beginning of every school year, the Association will be credited with six (6) days to be used by Association Officers or Designees of such. Such use, with pay, will be at the discretion of the Association and shall not be taken for a period of less than one half (1/2) of a day.

#### V. DUES DEDUCTION

- A. The District agrees to deduct from the wages of the employees, dues for the Concord Educational Office Personnel Association, as said employees authorize the District to deduct and to transmit such dues to the Association. The Authorization will be in writing on the form contained herein (See Appendix G).
- B. The Concord Educational Office Personnel Association will certify to the District, in writing, the amount to be deducted and a list of affected employees. Deductions referred to in Section A above will begin on the first pay day of each school year.
- C. The District will not be required to honor any authorizations that are delivered to it later than August 15th, excluding new members of the Association.
- D. Fair Share
1. Although it is agreed that Association membership is not a mandatory condition of employment, employees covered by this Agreement shall be required to pay Association dues or a service fee in an amount not to exceed the Association 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 Association 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 Association or paying a service fee.

2. The Association will certify to the District, in writing, the current rate of its Association membership dues or service fee. If the Association changes the rate of its Association 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.
3. Deductions referred to in Section D 1 above will begin on the first pay period of each school year.
4. The Association will provide the District with a list of those employees who have voluntarily authorized the District to deduct Association dues or a service fee for the Association, along with copies of their signed authorizations permitting the deduction. Any employee desiring to have the District discontinue deductions he/she has previously authorized must notify the District and the Association in writing sixty (60) days prior to the beginning of the school year.
5. The Association 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.
6. The Administration shall provide all employees with a copy of the labor agreement within thirty (30) days after a successor agreement is signed.

## **VI. EMPLOYEE RIGHTS**

- A. The District recognizes each employee's rights as a citizen or resident of the United States of America. Such recognition does not make a claimed breach of this Paragraph A grievable under the provisions of this contract.

## **VII. VACANCIES AND NEW POSITIONS**

- A. "Temporary Employees" includes all personnel hired by the District on a temporary basis for a period of six months or less for special projects 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 who work at least twenty (20) hours per week 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 VII, B.
- B. 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 VII, A. Thus, replacement employees shall not be considered bargaining unit members and shall not receive benefits during that six (6) month period. Thereafter, replacement employees who work at least twenty (20) hours per week shall be provided with benefits in accordance with this Agreement for the duration of their employment or for 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 layoff and the layoff procedure in Article XI 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.

- C. Whenever a vacancy occurs in an existing position or a new position is created by which the primary qualification is possession of normal secretarial or clerical skills, notification of such position shall be sent to the president of the Association before the position is otherwise advertised. The notice shall contain the following information: starting date, salary range, job description, department or building involved, the number of working days in the contract year, and the dates that the period for taking applications opens/closes. Any Administrative Assistant within the unit shall have a right to an interview for the vacant position, if that Administrative Assistant submits a written request not later than ten (10) business days after the date the position was posted. For the purpose of this Paragraph C, "business days" shall be defined as days that the District SAU Office is open for normal business.

At the request of the Association's president, the District will provide the Association with the same information concerning the successful applicant as is printed in the District Directory.

- D. **Hiring Cap** - The intent of the following guideline is to assure that people hired from outside are not placed on a higher step than someone with equivalent experience from within the bargaining unit. Experience credit on the salary schedule will be for related education and work experience. No employee will be placed on a step higher than indicated by actual experience credit.

No new employee will be placed on the salary schedule at a salary step above step four (4). Bargaining unit employees transferring position within the District shall transfer step level.

- E. Whenever an Administrative Assistant Supervisor position is established, the position will be considered a newly created position that is subject to the application process in Article VII, C above. An Administrative Assistant Supervisor shall not be considered a Supervisor for purposes of Articles XI, XXIV and XXV of this Agreement.

#### **VIII. TRAVEL ALLOWANCES**

An employee may not be required by the District to use his/her personal car for District business. If an employee is requested to use his/her car in the course of employment, such employees will be reimbursed for the use of his/her car at the rate established by the District. The rate established by the District shall not be less than the applicable rate for the State of New Hampshire.

#### **IX. HOLIDAYS**

- A. Employees in the bargaining unit shall be granted the following days with pay provided they fall within the employee's contracted work year: Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and the day following, the day before Christmas, Christmas Day, the day after Christmas, New Year's Day, President's Day, Memorial Day and Civil Rights Day, provided that if a holiday occurs when school is in session the employees will be given compensatory time. Compensatory time for those working in school buildings will be taken on non-school days.

#### **X. TEMPORARY SUBSTITUTIONS**

- A. An employee who is asked to perform the work of an Administrative Assistant Supervisor for more than three consecutive days shall receive the Administrative Assistant Supervisor's rate on the fourth day and for all consecutive working days thereafter during which the work of the Administrative Assistant Supervisor is performed and the Administrative Assistant Supervisor is absent. However, the Administrative Assistant Supervisor rate paid during a temporary substitution shall not include any stipend paid to the Administrative Assistant Supervisor pursuant to Schedule B of the Agreement. Provided, that this provision shall not apply when the Administrative Assistant Supervisor is on vacation. Provided, further, that the employee receiving the Administrative Assistant

Supervisor rate due to a temporary substitution shall be responsible for submitting to the Central Office time slips for the increased rate available under this section.

- B. Employees shall submit time sheets for extra work performed at the work place or domicile, beyond the established work week, which is assigned, suffered or permitted by the employer. Should an employee be requested and agree to work overtime due to the assignment of temporary additional duties, the employee shall be compensated for hours in excess of forty (40) at one and one-half (1.5) times the employee's regular rate of pay.

## **XI. DISCIPLINE/TERMINATION OF EMPLOYEES**

- A. Employees hired for a permanent position shall be probationary employees for the first ninety (90) calendar days following the first day they begin work. Probationary employees may be terminated in the sole discretion of the District or its representatives. Notwithstanding the discretion retained by the District in this paragraph XI, A, the anniversary date for employees for purposes of determining entitlement to fringe benefits including health insurance benefits shall be the date the employee was hired, not the date on which the probationary period expired.
- B. No permanent employee shall be warned, discharged, suspended, disciplined, reprimanded, or reduced in position except for just cause.
- C. The parties agree that discipline will be progressive and corrective. This provision does not abrogate the District's right to suspend or discharge as defined in Sections "B" and "E" of this Article.
- D. Administrators, building principals or other supervisors shall extend to any employee who is not performing his/her duties or responsibilities, appropriate written warnings. Copies of the warnings shall be forwarded to the Director of Human Resources. At the written request of the employee made within five (5) days of the written warning, a meeting with the person issuing the warning shall be scheduled within five (5) working days of the written request. If unsatisfactory performance continues, a written summary of the situation and appropriate recommendation concerning the retention, transfer, or termination of the person in question must be forwarded to the Director of Human Resources. The Director of Human Resources, upon the employee's written request shall meet with the employee and the administrator, building principal, or supervisor involved to review the matter, prior to taking any final action on the recommendation. If, in the judgment of the employee, his/her continued employment may be adversely affected, a representative of the Association may be present.

The procedure described in this Paragraph D shall not be deemed to prevent administrators, building principals or other supervisors from having informal conferences or meetings with an employee concerning his/her conduct or performance prior to initiating the written warning procedures.

- E. When in the judgment of the District or its representative, charges of an extremely serious nature (for example: theft, immoral conduct, fighting or attempt to injure another, willful destruction of property, insubordination) are made, the Director of Human Resources shall meet with the accused, who may be represented by the Association, and present the charges and evidence in the District's possession. If it is in the determination of the Director of Human Resources that the employee should be immediately suspended, such suspension shall be without pay. Should the employee be found innocent of the charges, he/she will be reinstated with the back pay and benefits to the position previously held.
- F. Subject to the provisions of RSA 273-A:11,1(a), any employee required to appear before the District Board of Education or an agent of the District Board, where charges are made against him/her, shall be given the right to have an Association advocate present for advice and representation.

## **XII. REDUCTIONS IN FORCE**

A. When a position is eliminated based on reduction in school attendance, decrease in the number of students, decrease in course enrollment, budget shortfall or reorganization of staff, the layoff procedure will assure all bargaining unit members rights of seniority and rights to reemployment should positions become available for which the laid-off employee is qualified. The following procedure will be used:

1. The District shall lay off personnel in the inverse order of hiring as a CEOPA position Administrative Assistant and must reinstate them in the inverse order of their being laid-off, with no loss of credit for previous years of service.

a. Seniority shall be determined:

First by years of continuous service (date of hire) to the District as CEOPA bargaining unit position Administrative Assistant.

Second by total years of service to the District as a CEOPA bargaining unit position Administrative Assistant.

Third by total years of service to the District.

If a tie should exist, the Association, the Board, and if possible, the affected Administrative Assistants shall jointly conduct a lottery to determine the Administrative Assistant with the greatest service.

### Procedures:

- a. The District shall notify affected personnel as early as it possibly can, but no later than June 1.
- b. The District will notify the Association at the same time it notifies the affected employee(s).
- c. The notice to the Association and the affected employee(s) will include reasons for the reduction-in-force and reasons for the selection of the particular employee(s).

2. For a period of twenty-four (24) 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 twenty-four (24) month period while there are laid-off employees available who are qualified to fill a vacancy.

Employees who wish to be eligible for rehiring under this sub-paragraph XI, G2 must notify the Director of Human Resources in writing within thirty (30) days of the original layoff. The right to preferential rehiring shall not apply to probationary employees terminated pursuant to paragraph XI, A.

- a. When a position becomes available for recall the District shall notify eligible employees first by phone (personal communication) and if unable to communicate by phone, by certified mail with return receipt requested and restricted delivery at last known address. It shall be the responsibility of the laid-off employee to maintain a current address on file with the School District.

- b. If a laid-off employee refuses an offer for reemployment in a position for which he/she is qualified, or fails to respond to such an offer within fourteen (14) days of certified notification, the employee shall forfeit his/her rights to reemployment under the conditions of this section.
- c. The affected (to be laid off) employee with the highest seniority will start at the bottom of the seniority list and be considered for the bottom job. If he/she is not qualified, he/she will be considered for the next job (moving up the list) and so forth until he/she is qualified for a position or he/she reaches his/her original space on the seniority list. If he/she reaches his/her original space and has not qualified for any position, he/she will be laid off.

### **XIII. LEAVES OF ABSENCE**

#### **A. Annual Leave**

Employees hired on or after July 1, 2015, and who are scheduled/contracted to work twelve (12) months per year, shall be entitled to twelve (12) days of annual leave per year for the first five (5) years of continuous service. Annual leave will accrue at a rate of one (1) day per month (or any part thereof).

Employees who are scheduled/contracted to work twelve (12) months per year, and have five (5) years but less than 25 years of continuous service or more, shall be entitled to 18 days per year, which will accrue at a rate of 1.5 days per month (or any part thereof). Employees who are scheduled/contracted to work twelve (12) months per year, and have twenty-five (25) years of continuous service or more, shall be entitled to 20 days per year, which will accrue at a rate of 1.67 days per month (or any part thereof).

All other employees shall be entitled to five (5) days per year, which will accrue at a rate of one-quarter (.25) day per month (or any part thereof) annual leave during the first five (5) years of employment in the District; after five (5) years, these employees shall be entitled to ten (10) days per year, which will accrue at a rate of one-half (.50) day per month (or any part thereof) annual leave. Annual leave may be accrued for an amount not to exceed sixty (60) days for employees who are scheduled/contracted to work twelve (12) months per year only. Employees who are scheduled/contracted to work less than twelve (12) month per year shall exhaust accrued annual leave during the contract year. Employees who are scheduled/contracted to work less than twelve (12) months per year, and who do not exhaust all of their accrued annual leave during the contract year, will be paid up to a maximum of two (2) days of unused annual leave, on the last day of the fiscal year. Annual leave will not accrue during unpaid leaves of absence.

#### **B. Sick Leave**

- 1. Employees shall earn two (2) days of sick leave for each calendar month or portion thereof. (Fifty-two (52) week employees - twenty-four (24) days; less than fifty-two week employees - twenty (20) days.) Sick leave is cumulative to one hundred and twenty-five (125) days.
- 2. On their 31st day of employment, new employees shall be credited with ten (10) days of sick leave. No additional accumulation shall occur until the employee's sixth (6th) month of employment and said accumulation shall then continue in accordance with Section 1 above.
- 3. Sick leave shall not be assigned or used for periods of absences for injury or illness arising out of or in the course of employment except for the purpose of payment by the District of the difference in worker's compensation payments and the employee's regular wage as set forth in Article XX, Section E. Sick leave will not accrue during unpaid leaves of absence.

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 Association member from customary employment responsibilities within the District. When said emergencies occur, an employee shall be entitled to absent themselves from their employment with pay.
2. An individual shall not be refused permission to leave if, in the opinion of the individual, an emergency exists. In the event that the District determines that an emergency requiring the individual's absence did not actually exist, it shall follow the requirements of the grievance procedure contained herein.

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

E. Bonus Leave

Employees will earn one (1) day of bonus leave for each thirteen (13) week period without using a sick leave day.

F. Jury Duty/Subpoena

An employee who is lawfully subpoenaed or requested to serve on jury duty will receive his/her regular wage 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, however, any such payment to the employee for mileage or travel shall be retained by the employee.

G. Miscellaneous Leave

1. Part-time employees transferring to full-time, fifty-two (52) week positions, may transfer all days or sessions of sick, annual and bonus leave. Fifty-two (52) week employees transferring to positions of less than fifty-two (52) weeks may transfer all days or sessions of sick, annual and bonus leave.
2. If an employee shall die from any cause while in service and there remains sick, annual or bonus leave standing to his/her credit, then the sick, annual and bonus leave shall be paid to the following order of priority: (1) a named beneficiary whose name has been filed by said employee; (2) if no named beneficiary has been filed, to the employee's surviving spouse, then to the estate of the deceased employee.
3. All employees will receive an accounting of their accumulated sick leave, annual leave, and bonus leave on each paycheck stub. Accumulated leave, future accrual of leave, and the use of leave shall accrue in hour increments.

**XIV. CHILDCARE LEAVE**

- A. A leave of absence of up to one (1) year without pay shall be granted to an employee for the purpose of childcare. Employees 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 a medical emergency.
- B. An employee who takes a childcare 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 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 employee may contribute to the cost of his/her insurance coverage in order to remain on the group plan while on leave.

In the event an employee wishes to return to work before all granted leave has elapsed, he/she will give the Board at least fifteen (15) days notice of intent to return.

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

**XV. LEAVES OF ABSENCE - HEALTH**

- A. Leaves of absence for health reasons may be granted by the Superintendent. Extensions beyond one (1) year may be granted by the Superintendent. Denial of such leave may be appealed to the Board.
- B. Other leaves of absence may be granted without pay by the Superintendent.
- C. 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.
- D. An employee who takes 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 employee may contribute to the cost of his/her insurance coverage in order to remain in the group plan while on leave.

In the event an employee wishes to return to work before all granted leave (under Article XIV, Section A) has elapsed, he/she will give the Superintendent at least fifteen (15) days notice of intent to return.

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

- E. Leaves of absence shall not be unreasonably denied.

**XVI. MILITARY LEAVE**

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.

**XVII. LUNCH PERIOD**

To the extent consistent with the orderly functioning of school, employees will be given a duty-free lunch period of at least one-half (1/2) hour and no more than one (1) hour. The length of a lunch hour shall be subject to the discretion of the Administrator, Building Principal, or other supervisor.

**XVIII. WAGES**

The wages of all employees covered by this Agreement are set forth in **Schedule B**, attached hereto and made a part hereof.

**XIX. LONGEVITY**

The District agrees to award longevity payments as set forth herein. Longevity shall be credited to an employee as of the employee's date of hire. Employees who become eligible for longevity during a contract year (based upon their employment anniversary date) shall immediately begin to receive compensation pursuant to this Article XVIII.

10 - 14 years	\$1.00/hour
15 - 19 years	\$1.25/hour
20 - 24 years	\$1.50/hour
25 years or more	\$2.00/hour

Employees at Step 8 on the salary scale for one (1) year or more, and not eligible for longevity, shall receive a stipend ("the longevity stipend") of \$1,000.

**XX. ANNUITIES**

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.

**XXI. INSURANCES**

A. Health

1. Health Insurance/Contributions

- a. The District will offer all bargaining unit members health insurance coverage in either a single, 2-person or family Consumer-Driven Health Plan (CDHP) (See **Schedule D** for Summary of Benefits).

- b. The District and the bargaining unit member will contribute the following amounts toward the cost of medical benefits for eligible bargaining unit members who elect to enroll in the Consumer-Driven Health Plan (CDHP), based upon the annual cost of the plan subscribed to by the bargaining unit member (i.e., single, two-person or family) as that cost is determined by the District on or before September 1 of each year:

For those employees hired prior to July 1, 2015:

- (1) During the first two (2) years of this Agreement (2015-2016 and 2016-2017), and for those employees hired prior to July 1, 2015, the District will contribute 100% and the bargaining unit member will contribute 0% of the annual cost (premium) of a **single** plan subscribed to by the bargaining unit member.
- (2) During the final year of this Agreement (2017-2018), and for those employees hired prior to July 1, 2015, the District will contribute 95% and the bargaining unit member will contribute 5% of the annual cost (premium) of a **single** plan subscribed to by the bargaining unit member.
- (3) During the first two (2) years of this Agreement (2015-2016 and 2016-2017), and for those employees hired prior to July 1, 2015, the District will contribute 95% and the bargaining unit member will contribute 5% of the annual cost (premium) of a **2-person or family** plan subscribed to by the bargaining unit member.
- (4) During the final year of this Agreement (2017-2018), and for those employees hired prior to July 1, 2015, the District will contribute 90% and the bargaining unit member will contribute 10% of the annual cost (premium) of a **2-person or family plan** subscribed to by the bargaining unit member.
- (5) For those employees who are eligible but not enrolled in a District health plan as of June 30, 2015, and who elect to enroll in the Consumer-Driven Health Plan, the District/employee contribution levels will mirror those set forth for new hires as noted below.

For those employees hired on or after July 1, 2015:

- (6) During the first year of this Agreement (2015-2016), the District will contribute 95% and the bargaining unit member will contribute 5% of the annual cost (premium) of a single plan subscribed to by the bargaining unit member.
  - (7) During the last two (2) years of this Agreement (2016-2017 and 2017-2018), the District will contribute 90% and the bargaining unit member will contribute 10% of the annual cost (premium) of a **single** plan subscribed to by the bargaining unit member.
  - (8) For all three (3) years of this Agreement (2015-2016, 2016-2017 and 2017-2018), the District will contribute 85% and the bargaining unit member will contribute 15% of the annual cost (premium) of a **2-person or family** plan subscribed to by the bargaining unit member
- c. The District's group health insurance coverage may be purchased by an employee who works less than thirty (30) hours per week, but at least twenty (20) hours per week. However, the Board will not contribute toward the cost of this insurance. The Board agrees that should it provide payment of health insurance to any other District employee who works less than thirty (30) hours per week, the identical benefits and restrictions will apply to members of CEOPA.

- d. 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.
  - e. The unit member's contribution for medical benefits will be provided through payroll deduction in equal installments through the individual unit member'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. 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. Medical benefit contributions by unit members shall be equally divided among the elected pay periods and in accordance with Article XXIII.
  - f. In the event that, as of 1/1/17, the health insurance plan under this agreement is projected to trigger the so-called "Cadillac tax", the parties agree to exchange proposals limited only to identifying a health insurance plan that complies with the Affordable Care Act and that does not result in the imposition of the so-called 'Cadillac tax' no later than February 15, 2017. The parties acknowledge that coverage and benefits available under the plans they propose may modify and/or reduce coverage and benefits currently available. If the parties are not able to agree on one of these two proposed plans, the plans will be submitted to binding arbitration no later than March 15, 2017 with a mutually acceptable arbitrator. In the event the parties cannot agree on an arbitrator, the NH PELRB will select. After hearing from both parties, the arbitrator will choose one of the two proposed plans by June 15, 2017 and that plan will be implemented on July 1, 2017. The District agrees to continue to contribute the same percentage rate of the yearly premium cost for the single, 2-person or family plans.
- 2. The District will begin coverage as of the first day of the month of employment if the District is aware prior to said date that an employee is to commence work in that month and the District has received a completed health insurance form at least five (5) days prior to the first day of the month of employment. In all other cases, coverage shall begin as of the first day of the month following employment, if a completed health insurance form has been received by the District at least five (5) days prior thereto. Coverage shall continue through the last day of the month of termination.
  - 3. The District will pay the following amounts to bargaining unit members eligible for health insurance who, during an open enrollment period, decline health insurance for the subsequent health insurance plan year and provide proof of health insurance coverage from a source other than the District:

- \$1,400 to a bargaining unit member eligible for a family plan
- \$1,000 to a bargaining unit member eligible for a two-person plan
- \$700 to a bargaining unit member eligible for a single person plan

B. Retiree Health Insurance

For those who have retired on or before June 30, 2015, retirees shall be permitted to remain on their existing health plan (HMO or OAPIN). They will also have an option to enroll in the Consumer-Driven Health Plan (CDHP). An existing retiree will not be able to revert back to any other plan, once an election is made to enroll in the CDHP.

For those who retire after July 1, 2015, retirees will have access to the Consumer-Driven Health Plan (CDHP) as it exists for District employees within the CEOPA bargaining unit. Upon retirement and for the duration of this Agreement, the District shall pay 65% of the premium for a single or two-person plan with the retiree paying the remaining costs. A retiree wishing to purchase a family plan will pay the difference or "buy-up." The parties agree

to adhere to the rules of the health insurance provider. A Point of Service (POS) Plan is not available to any retiree effective July 1, 2015.

For the purposes of this section of the Agreement, a "retiree" shall be defined as an employee who is at least fifty-five (55) and less than sixty-five (65) 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.

C. Disability

The District will purchase long term disability and accident insurance coverage on employees who work a minimum of twenty (20) hours each week during the regular school year exclusive of vacation time. Disability coverage will provide 66 2/3 % of basic monthly earnings. (See Schedule F)

D. Liability

The District agrees that 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. An employee injured in a covered accident who receives worker's compensation insurance payments will also receive from the District, the difference between such payments and the individual employee's regular gross salary for the balance of his/her accrued sick leave, so as to reduce accumulated sick leave at the rate by which it is applied by the District, at full value of accumulated sick leave. Such use of sick leave to compensate for loss of net wages shall be subject to the employee's approval and shall be applied as set forth in this article unless the employee has provided written objection that it not be applied.

F. Dental Insurance

The District will offer bargaining unit members a single, two person, or family dental plan, A, B, & C (100% of coverage A, 100% of coverage B, 50% of coverage C) or equivalent. The District will contribute 100% of the cost of the monthly premium. (See Schedule E)

G. Life Insurance

The District will purchase \$45,000 of term life insurance for each member during each year of the Agreement. The amount of life and accidental death and dismemberment insurance reduces to 65% 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. Sick Leave Bank

The Board 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 no one may contribute more than ten (10) days in any school year to the sick leave bank; and that any days contributed shall be deducted from that year's sick leave entitlement for the person making said contribution.
3. That the Association shall notify the Board by September 15th 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.
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.

I. Personal Property Insurance

The District will reimburse an Administrative Assistant up to \$350 to cover the deductible for non-insured loss and/or damage to the Administrative Assistant's automobile per incident in the course of job-related responsibilities.

**XXII. PHYSICAL EXAMINATION**

- 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 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.
- B. The physical shall include a tuberculin skin test which shall be administered in accordance with Concord School Board policy.

**XXIII. RETIREMENT AND SEPARATION PAY**

Employees who transfer or leave the District shall receive 100% of accumulated annual and bonus leave. Employees who transfer or leave the District with eight (8) to fifteen (15) consecutive years of service, except those employees terminated for just cause, shall be entitled to payment for 35% of the sick leave that they have accumulated at the rate they receive at the time of their separation. After fifteen (15) years of service to the District, employees shall be compensated for 100% of their unused sick leave.

In the event of any penalty assessed against the District by the New Hampshire Retirement System pursuant to RSA 100-A:16, III-A, the amount of compensation which results in said penalty shall be paid to a 403(b) plan on behalf of the employee in lieu of direct compensation.

#### **XXIV. PAY PERIODS**

All employees will be paid in equal, bi-weekly installments. Employees who are scheduled/contracted to work twelve (12) months per year, will be paid in twenty-six (26) equal, bi-weekly installments. Employees who are scheduled/contracted to work less than twelve (12) months may elect to be paid in either twenty-one (21), twenty-two (22) (21 or 22 is dependent on the school payroll calendar), or twenty-six (26) equal, bi-weekly installments, however, regardless of the employee's election, all contractual wage obligations will be satisfied by June 30<sup>th</sup> each year. Those electing to be paid in twenty-six (26) equal, bi-weekly installments will receive the balance of their annual contractual wage in June of each year.

#### **XXV. PROFESSIONAL IMPROVEMENT**

- A. 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 that promote professional improvement. Such days shall not be arbitrarily denied.
- B. The District agrees to budget \$3,000 for each year of the Agreement to pay for courses and workshops that are work related and approved by an employee's supervisor and the Director of Human Resources. Payment for each course or workshop shall be made to the institution on the employee's behalf at the time of enrollment. 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 "*Voluntary Payroll Deduction Authorization*" form. In the event the employee does not attend the course or workshop or fails to receive a passing grade, the tuition or fees paid by the District at the time of enrollment shall be deducted in equal installments from the employee's remaining paychecks, or as specified on the *Voluntary Payroll Deduction Authorization* form. Satisfactory proof of course or workshop completion is required and shall be submitted to the Human Resources Dept. within thirty (30) days of completion of the course or workshop. The administration of the reimbursement provision will be managed by the District's Professional Staff Development Director or Superintendent's designee.

The actual amount of reimbursement will be at the existing credit hour cost at the Concord campus of the New Hampshire Technical Institute (NHTI). An individual is limited to reimbursement for up to three (3) classes or workshops in a fiscal year.

- C. The District agrees to fund the attendance of up to ten (10) members of the bargaining unit in order that they might attend the annual NHAEOP Conference, (namely, organizational meals excluding liquor, lodging at double occupancy room rate, registration fee and travel). Upon the request by the employee, the District will advance to the employee funds for registration, room fees and any other appropriate expenses that can be specifically determined prior to the conference.

An employee may request of his/her supervisor the opportunity to attend work related workshops. Requests shall not be unreasonably denied. The employee shall not be required to expend his/her own funds for registration costs relating to said workshops.

#### **XXVI. GRIEVANCE PROCEDURE**

##### **A. Definition**

- 1. 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.

2. An "aggrieved person" is the person or persons making the claim.
3. 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.

B. Procedure

1. An employee with a grievance shall first submit it in writing to his/her immediate supervisor within thirty (30) working days of the date he/she knew or should have known of the grievance. The supervisor 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 his/her supervisor, or if no decision has been rendered within five (5) working days after his/her 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 employee is not satisfied with the disposition of the grievance by the Director of Human Resources, he/she shall notify the Association within five (5) working days after receipt of the Director of Human Resource's decision. If the Association determines that the matter should be arbitrated, it shall advise the Director of Human Resources in writing within ten (10) working days of the 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/she may determine to be necessary. The arbitrator is limited in his/her authority to interpreting the contract in the resolution of this issue submitted to him/her by the parties and 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 (XXV, B3), 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 arbitrator's fees and reasonable expenses, shall be borne equally by the District and the Association. Any additional cost attendant with the hearing shall also be borne equally, subject to the agreement of both parties.

4. a. No reprisals of any kind will be taken by the District or the Association 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 Association. The Association may appear to be heard at any stage of the grievance procedure.
5. Forms for the grievance procedure will be jointly prepared by the Director of Human Resources and the Association and given appropriate distribution.
6. A grievance involving a group of employees from different buildings or departments may be submitted in writing by the Association directly to the Director of Human Resources. The Director of Human Resources may, in his/her sole discretion, process the grievance as if (1) it constituted a single grievance, or (2) as if it

were a group of individual grievances, all of which had been processed through the preliminary steps described in this Agreement.

## **XXVII. DISCRIMINATION**

The Board 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, transfer or discipline of secretarial or clerical employees 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.

## **XXVIII. OVERTIME**

- A. Overtime is authorized work performed in excess of the employee's established work week which is assigned, suffered or permitted by the employer.
- B. Actual hours worked, annual leave, compensatory time, and holiday time will constitute "time worked" for the purpose of determining the "established work week" required to establish eligibility for overtime compensation.
- C. Overtime shall be compensated at one and one-half (1.5) times the employee's regular wage for work performed in excess of forty (40) hours per week, unless the rate of the position assigned is higher, in which case the employee shall receive overtime pay computed at the higher rate after forty (40) hours. In the event an employee refuses overtime, the administrator will contact the Director of Human Resources to confirm the need for emergency overtime. In the event the Director of Human Resources determines that there exists an emergency need for overtime, the administrator requesting the overtime shall solicit volunteers from within the bargaining unit who possess the necessary skill level(s) before ordering involuntary overtime.
- D. Compensatory time shall be administered in accordance with the relevant provisions set forth in Article XXVII. Compensatory time earned under this Article shall be taken on days to be determined by mutual consultation between the bargaining unit employee and his/her supervisor.
- E. An employee may receive compensatory time off at the rate specified in Section C of this Article XXVII in lieu of overtime pay if the employee agrees to work for compensatory time. Compensatory time must be given within ninety (90) days. However, it may be extended an additional ninety (90) days if mutually agreed by employer and employee.

## **XXIX. MISCELLANEOUS**

- A. 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.
- B. It is agreed that personnel policies, practices and matters affecting working conditions which are within the scope of the employer's authority will not be changed or implemented without prior negotiations when they are in conflict with this Agreement except as provided in RSA 273-A, *et seq.*

- C. Administrative Assistants in the bargaining unit shall not be required to perform job responsibilities outside the scope of those customarily associated with school Administrative Assistant positions except in emergency situations.

**XXX. SUMMER HOURS**

- A. Summer hours will be six and one-half (6.5) hours per day. Summer hours will begin July 1 and will end ten (10) working days before students return to school for the fall term.
- B. The Superintendent may require bargaining unit members to work at Central Office until 4:00 p.m. on a rotating schedule for coverage.
- C. The District will continue the past practice of offering compensatory time for the performance of this extra duty and will continue to assign such non-unit employees who have in the past been assigned.

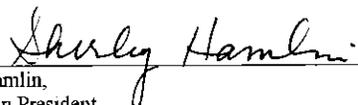
CONCORD SCHOOL DISTRICT

Date: 3/30/15

By:   
Clint Cogswell  
President, Concord School Board

CONCORD EDUCATIONAL OFFICE  
PERSONNEL ASSOCIATION

Date: 3/30/15

By:   
Shirley Hamlin,  
Association President

## **SCHEDULE A**

### **CEOPA POSITIONS**

#### **Title**

##### **Central Office:**

Administrative Assistant - Business Office/Grant-Project Accounting  
Administrative Assistant - Business Office/Accounting  
Administrative Assistant – Custodial/Maintenance  
Administrative Assistant - Food Service  
Administrative Assistant - Human Resources  
Administrative Assistant - Payroll  
Administrative Assistant – Professional/Staff Development  
Administrative Assistant – Pupil Personnel Services/Special Education  
Administrative Assistant - Receptionist

##### **Concord High School:**

Administrative Assistant - Athletics/Physical Education  
Administrative Assistant - Attendance  
Administrative Assistant - Commons A  
Administrative Assistant - Commons B  
Administrative Assistant - Commons D  
Administrative Assistant - Commons W  
Administrative Assistant - Community Education  
Administrative Assistant - Finance  
Administrative Assistant - Guidance  
Administrative Assistant - Receptionist  
Administrative Assistant - Special Education  
Administrative Assistant - Supervisor  
Administrative Assistant - Supervisor CRTC  
Administrative Assistant – Vocational

##### **Rundlett Middle School:**

Administrative Assistant – Administration/Personnel/Payroll  
Administrative Assistant – Administration/Grade Level  
Administrative Assistant – Financial/Scheduling  
Administrative Assistant – Receptionist/Attendance  
Administrative Assistant – Special Programs

##### **Elementary:**

Administrative Assistant – Abbot-Downing  
Administrative Assistant - Beaver Meadow  
Administrative Assistant - Broken Ground  
Administrative Assistant – Christa McAuliffe  
Administrative Assistant – Mill Brook

Concord School District reserves its managerial prerogative and right to change position titles and locations.

**SCHEDULE B**  
**(Page 1 of 2)**  
**CEOPA WAGE SCHEDULE**

**2015-2016**

<u>STEP</u>	<u>Administrative Assistant</u>	<u>Administrative Assistant Supervisor</u>
1	\$14.72	\$16.18
2	\$15.41	\$16.96
3	\$16.13	\$17.73
4	\$16.82	\$18.50
5	\$17.53	\$19.27
6	\$18.22	\$20.05
7	\$18.91	\$20.80
8	\$19.63	\$21.60

**2016-2017**

<u>STEP</u>	<u>Administrative Assistant</u>	<u>Administrative Assistant Supervisor</u>
1	\$14.98	\$16.46
2	\$15.68	\$17.26
3	\$16.41	\$18.04
4	\$17.11	\$18.82
5	\$17.84	\$19.61
6	\$18.54	\$20.40
7	\$19.24	\$21.16
8	\$19.97	\$21.98

**2017-2018**

<u>STEP</u>	<u>Administrative Assistant</u>	<u>Administrative Assistant Supervisor</u>
1	\$15.28	\$16.79
2	\$15.99	\$17.61
3	\$16.74	\$18.40
4	\$17.45	\$19.20
5	\$18.20	\$20.00
6	\$18.91	\$20.81
7	\$19.62	\$21.58
8	\$20.37	\$22.42

Percentage Increases to the Base:

Year 1 (2015-2016)	1.50%
Year 2 (2016-2017)	1.75%
Year 3 (2017-2018)	2.00%
Total:	5.25%

**SCHEDULE B**  
**(Page 2 of 2)**  
**CEOPA WAGE SCHEDULE**

**Stipends**

1. Full-time employees who were on Classification III as of June 30, 1996, will receive a stipend each year calculated as follows:
  - \$850.00 for full-year employees
  - \$750.00 for others
2. Full-time employees who were on Classification IV as of June 30, 1996, will receive a stipend each year calculated as follows:
  - \$1,700.00 for full-year employees
  - \$1,500.00 for others
3. Employees who were on Classification III or IV as of June 30, 1996, and who work less than 7.0 hours per day or work less than five (5) days per week will have the stipend appropriate for their classification and schedule pro-rated.
4. Employees who were eligible to receive a stipend in accordance with Paragraphs 1-3 above and who transfer either from a full-year to a less than full-year position or from a full-time (7.50 hours per day) to less than full-time position or vice versa, will have their stipend modified and paid in accordance with Paragraphs 1-3 above.
5. It is understood by the parties that a stipend shall be paid, in accordance with Paragraphs 1-4 above, for so long as those employees who were on Classification III or IV as of June 30, 1996, continue in their employment with Concord School District. It is also understood by the parties that the stipends paid shall remain as set forth in paragraphs 1-4 above for that period.
6. Stipends shall be paid in installments equally divided over the number of pay periods elected by the employee in accordance with Article XXIII.
7. No stipends will be paid to employees hired after June 30, 1996.

SCHEDULE C

ADMINISTRATIVE ASSISTANT EMPLOYEE AGREEMENT

ACCOUNT NUMBER «ORGN\_DIST\_ORG» - «ACCT\_DIST\_ORGN»  
«EMP\_NO»

EMPLOYEE NUMBER

CONCORD SCHOOL DISTRICT  
38 LIBERTY STREET  
CONCORD, NEW HAMPSHIRE 03301-3999

«F\_NAME» «L\_NAME»  
«ADDR1», «ADDR2»  
«CITY», NH «ZIP»

- 1. STEP «STEP X» ANNUAL SALARY «ARATE2» INCLUDING MAXIMUM STEP «MAX\_STEP», STIPEND «STIPEND» HOURLY RATE «HRT» \* LONGEVITY «HRATE2».
- 2. PAY PERIODS WILL BE BI-WEEKLY MADE IN «NO\_PAYS» INSTALLMENTS BEGINNING JULY 2015 AND ENDING JUNE 2016.
- 3. THE DISTRICT SHALL EMPLOY THE ABOVE-NAMED EMPLOYEE FOR THE CONTRACT YEAR BEGINNING JULY 1, 2015 AND ENDING JUNE 30, 2016 (SEE IMMEDIATE SUPERVISOR FOR SPECIFIC STARTING AND ENDING DATES).
- 4. ACTUAL WORKING DAYS ARE BASED ON «HOURS\_DAY» HOURS PER DAY, 5 DAYS PER WEEK NOT TO EXCEED «CONT\_DAYS» DAYS (SUMMER HOURS WILL BE PROVIDED IN ACCORDANCE WITH THE CEOPA MASTER AGREEMENT).
- 5. POSITION «PHYS\_NAME» LOCATION «LOCATION\_DESC»

PLEASE REFER TO THE CEOPA MASTER AGREEMENT FOR INFORMATION RELATING TO THE FOLLOWING:

- |  |                |
|--|----------------|
|  | <u>APPLIES</u> |
| 6. PAID HOLIDAYS   | <u>YES</u>     |
| 7. VACATION/ANNUAL LEAVE BENEFITS<br>(12-MONTH EMPLOYEES ONLY)<br>(LESS THAN 12-MONTH EMPLOYEES)   | <u>YES</u>     |
| 8. SICK LEAVE  | <u>YES</u>     |
| 9. HEALTH INSURANCE COVERAGE   | <u>YES</u>     |
| 10. LONG-TERM DISABILITY   | <u>YES</u>     |
| 11. LIFE INSURANCE/ACCIDENTAL DEATH AND DISMEMBERMENT  | <u>YES</u>     |
| 12. REEMPLOYMENT CONTRACT FOR THE FOLLOWING YEAR WILL BE ISSUED, EXCEPT IN UNUSUAL CIRCUMSTANCES, ON OR BEFORE MAY 15TH AND RETURNED TO THE SUPERINTENDENT'S OFFICE BY JUNE 1ST. |                |

\* HOURLY RATE INCLUDES LONGEVITY.

AGREEMENT MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, BY AND BETWEEN THE CONCORD SCHOOL DISTRICT AND THE ADMINISTRATIVE ASSISTANT.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS.

CONCORD SCHOOL DISTRICT

BY \_\_\_\_\_  
DIRECTOR OF HUMAN RESOURCES

BY \_\_\_\_\_  
ADMINISTRATIVE ASSISTANT

SCHEDULE C'

PROVISIONAL ADMINISTRATIVE ASSISTANT EMPLOYEE AGREEMENT

ACCOUNT NUMBER <<ORGN\_DIST\_ORG>> - <<ACCT\_DIST\_ORGN>>  
<<EMP\_NO>>

EMPLOYEE NUMBER

CONCORD SCHOOL DISTRICT  
38 LIBERTY STREET  
CONCORD, NEW HAMPSHIRE 03301-3999

<<F\_NAME>> <<L\_NAME>>  
<<ADDR1>>, <<ADDR2>>  
<<CITY>>, NH <<ZIP>>

1. STEP <<STEP\_X>> ANNUAL SALARY <<ARATE2>> INCLUDING MAXIMUM STEP <<MAX\_STEP>>, STIPEND <<STIPEND>> HOURLY RATE <<HRT>> \* LONGEVITY <<HRATE2>>.
2. PAY PERIODS WILL BE BI-WEEKLY MADE IN <<NO\_PAYS>> INSTALLMENTS BEGINNING JULY 2015 AND ENDING JUNE 2016.
3. THE DISTRICT SHALL EMPLOY THE ABOVE-NAMED EMPLOYEE FOR THE CONTRACT YEAR BEGINNING JULY 1, 2015 AND ENDING JUNE 30, 2016 (SEE IMMEDIATE SUPERVISOR FOR SPECIFIC STARTING AND ENDING DATES).
4. ACTUAL WORKING DAYS ARE BASED ON <<HOURS\_DAY>> HOURS PER DAY, 5 DAYS PER WEEK NOT TO EXCEED <<CONT\_DAYS>> DAYS (SUMMER HOURS WILL BE PROVIDED IN ACCORDANCE WITH THE CEOPA MASTER AGREEMENT).
5. POSITION <<PHYS\_NAME>> LOCATION <<LOCATION\_DESC>>

PLEASE REFER TO THE CEOPA MASTER AGREEMENT FOR INFORMATION RELATING TO THE FOLLOWING:

- |  | <u>APPLIES</u> |
|--|----------------|
| 6. PAID HOLIDAYS   | <u>YES</u>     |
| 7. VACATION/ANNUAL LEAVE BENEFITS<br>(12-MONTH EMPLOYEES ONLY)<br>(LESS THAN 12 MONTH EMPLOYEES)   | <u>YES</u>     |
| 8. SICK LEAVE  | <u>YES</u>     |
| 9. HEALTH INSURANCE COVERAGE   | <u>YES</u>     |
| 10. LONG-TERM DISABILITY   | <u>YES</u>     |
| 11. LIFE INSURANCE/ACCIDENTAL DEATH AND DISMEMBERMENT  | <u>YES</u>     |
| 12. REEMPLOYMENT CONTRACT FOR THE FOLLOWING YEAR WILL BE ISSUED, EXCEPT IN UNUSUAL CIRCUMSTANCES, ON OR BEFORE MAY 15TH AND RETURNED TO THE SUPERINTENDENT'S OFFICE BY JUNE 1ST.   |                |
| 13. THIS CONTRACT MAY BE TERMINATED BY THE DISTRICT PRIOR TO ITS EXPIRATION DATE IF THE CRIMINAL RECORDS BACKGROUND CHECK AS CONDUCTED BY THE DISTRICT IN ACCORDANCE WITH THE REQUIREMENTS OF RSA 189:13-a DISCLOSES ANY FELONY CONVICTIONS. IN THE CASE OF SUCH A TERMINATION, THE DISTRICT SHALL BE OBLIGATED TO PAY THE ADMINISTRATIVE ASSISTANT COMPENSATION FOR SERVICES UP TO THE EFFECTIVE DATE OF TERMINATION BUT SHALL NOT BE OTHERWISE LIABLE TO THE ADMINISTRATIVE ASSISTANT. |                |

\* HOURLY RATE INCLUDES LONGEVITY.

AGREEMENT MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_, BY AND BETWEEN THE CONCORD SCHOOL DISTRICT AND THE ADMINISTRATIVE ASSISTANT.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS.

CONCORD SCHOOL DISTRICT

BY \_\_\_\_\_  
DIRECTOR OF HUMAN RESOURCES

BY \_\_\_\_\_  
ADMINISTRATIVE ASSISTANT

# CDHP Choice Fund

## SCHOOLCARE SUMMARY OF BENEFITS

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

BENEFITS	CDHP (In-Network Benefits Only)
<p><b>DEDUCTIBLES, MAXIMUMS*</b> Plan Year Deductible Coinsurance Out-of-Pocket Maximum/Plan Year Maximum Lifetime Benefit</p> <p>* All family members contribute towards family deductible/out-of-pocket max.</p>	<p><b>TOTAL COST</b> Individual: \$1,250; Family: \$2,500 20% Individual: \$2,000; Family: \$4,000 Unlimited</p>
<p><b>CHOICE FUND*</b> SCHOOLCARE embedded Choice Fund (health reimbursement account) to be used to pay for eligible out-of-pocket expenses during the plan year. * Subscriber must take the online Health Assessment to be eligible.</p>	<p><b>SCHOOLCARE PAYS*</b> Individual: \$1,000; Family: \$2,000</p>
<p><b>NET COST AFTER CHOICE FUND (if eligible)*</b> Deductible Out-of-Pocket Costs * Subscriber must take the online Health Assessment to be eligible.</p>	<p><b>YOU PAY</b> Individual: \$ 250; Family: \$ 500 Individual: \$1,000; Family: \$2,000</p>
<p><b>PREVENTIVE CARE*</b> Routine Physical Examination Routine Immunizations Well Child Preventive Care Well Woman Preventive Care Adult Preventive Care Additional services such as urinalysis and EKG Routine Eye Exam (one every 12 months for all ages) Discounts Available for Eyewear</p> <p>* Includes Naturopathic Services, Routine Laboratory and Diagnostic Testing</p>	<p>\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0</p>
<p><b>OTHER PHYSICIAN SERVICES*</b> Office Visits and/or Office Surgery Maternity Care</p> <p>* Includes Naturopathic Services</p>	<p>Deductible, then 20% to the Out of Pocket Maximum Deductible, then 20% to the Out of Pocket Maximum</p>
<p><b>OUTPATIENT DIAGNOSTIC TESTING</b> Radiology and Laboratory Services (prior authorization required for some tests)</p>	<p>Deductible, then 20% to the Out of Pocket Maximum</p>
<p><b>HOSPITAL CARE</b> Inpatient Services Same Day or Outpatient Surgery Radiation and Chemotherapy Physician Visits and Services Anesthesiologist Services Operating Room X-ray and Laboratory Services Medications and Supplies Newborn Care</p>	<p>Deductible, then 20% to the Out of Pocket Maximum (Inpatient admissions and some outpatient procedures require prior authorization)</p>

# SCHOOLCARE Yellow Open Access

(Formerly CDHP)

## Choice Fund

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



## Outline of Coverage Delta Dental PPO plus Premier Network

### SAU #08 Concord SD

Effective: 7/1/2015  
Group Number: 146

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

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

## SCHEDULE F

### 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, 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 five thousand dollars (\$5,000) per month.
4. If the disabled employee is entitled to other income during a period of disability from:
  - a. Workmen's Compensation or other similar legislation and other benefit acts, such as the State Teachers' Retirement System,
  - b. another group insurance or pension plan providing disability income benefits,
  - c. benefits (primary or family) under the Federal Social Security Act,
  - d. accumulated sick leave from the District,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.