

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CONCORD SCHOOL DISTRICT
AND
CONCORD SCHOOL CUSTODIANS/UAW LOCAL 2322

JULY 1, 2022 – JUNE 30, 2025

TABLE OF CONTENTS

<u>PROVISION</u>	<u>PAGE</u>
Bonus Pay (Article 9)	6
Contract Year (Article 11).....	7
Discipline/Probationary Period (Article 12)	7
Discrimination (Article 4).....	4
Educational Incentive (Article 18).....	17
Evaluations (Article 21).....	18
Filling of Vacancies (Article 13)	8
Grievance Procedure (Article 24).....	19
Holidays (Article 14)	9
Hours of Work (Article 5)	4
Insurance (Article 16).....	15
Lay-Offs (Article 23)	18
Leaves (Article 15)	9
Longevity (Article 10)	7
Management Rights (Article 2).....	2
Overtime (Article 8).....	6
Physical Examinations (Article 20).....	17
Premium Pay (Article 7)	5
Recognition (Article 1)	1
Retirement (Article 19)	17
Seniority (Article 22)	18
Separability (Article 26)	21
Tax-Sheltered Annuity (Article 25)	21
Union Rights (Article 3)	2
Vehicle Use (Article 17).....	17
Wages (Article 6)	4

EXHIBITS

Exhibit A	UAW Application for Membership/Authorization for Check Off Dues
Exhibit B	Hourly Wage Scale
Exhibit C	CDHP Health Insurance
Exhibit D	Dental Insurance
Exhibit E	Custodial Evaluation Form
Exhibit F	Employee Agreement
Exhibit F ¹	Provisional Employee Agreement
Exhibit G	Disability Insurance
Exhibit H	Direct Deposit Authorization Form
Exhibit I	Warning Form
Sidebar Agreement	Health Study Committee 2019-2022

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CONCORD SCHOOL DISTRICT
AND
CONCORD SCHOOL CUSTODIANS/UAW LOCAL 2322

JULY 1, 2022 to JUNE 30, 2025

This Agreement made and entered into between the Concord School District (the District) and the Concord School Custodians/UAW Local 2322 (together, the Union) shall be in force for the years beginning July 1, 2022 and ending June 30, 2025. The Agreement will be renewed annually unless one of the parties has notified the other in writing at least sixty (60) days prior to the expiration date of any such period that it will not accept renewal.

ARTICLE 1: RECOGNITION

- 1.01 The District recognizes the Concord School Custodians/UAW Local 2322 as having been certified by the New Hampshire Public Employees Labor Relations Board (NH PELRB) as the exclusive bargaining representative of the bargaining unit consisting of all full-time and regular part-time Custodians, Shift Supervisors, 2nd Shift Lead Custodian and Head Custodians except the Director of Facilities and Planning and other District supervisory personnel, as certified by the NH PELRB in Case No. E-0175-1 on May 4, 2015.
- 1.02 Definitions:
- A. "Employee(s)" includes all personnel working in the bargaining unit as defined in Section 1.01.
 - B. "Temporary Employees" includes all personnel hired by the District on a temporary basis for a period of six months or less. The District reserves the right to hire temporary employees for six months or less who shall not become members of the bargaining unit. The District may also hire replacement employees for a defined period of employment in accordance with Article 15.08.
 - C. "Full-Time Employees" includes all employees scheduled to work at least thirty (30) hours or more per work week.
 - D. "Part-Time Employees" include all employees scheduled to work at least twenty (20) hours or more per week.
 - E. "Replacement Employees" - The District may hire replacements for bargaining unit members who are on leaves of absence for a defined period of employment only. It is understood that said replacement employees shall be considered temporary employees for up to six (6) months of their employment as defined in Article 1.02,B. Thus, replacement employees shall not be considered bargaining unit members and shall not receive benefits during that six (6) month period. Thereafter, replacement employees shall be provided with benefits in accordance with this Agreement for the duration of their employment or of the defined period of their employment, whichever is shorter.

The termination of employment of a replacement employee, whether at any time after the six (6) month period of temporary employment or at the conclusion of his or her defined period of employment, shall not be considered a lay-off and the lay-off procedure in Article 23 of this Agreement shall not apply to a replacement employee whose employment has been terminated.

- F. "School" means any work location.
- G. Words in the singular in this Agreement shall be considered to include the plural if the context requires.

ARTICLE 2: MANAGEMENT RIGHTS

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

ARTICLE 3: UNION RIGHTS

- 3.01 It is recognized that the negotiations for, and administration of, this Agreement entail expenses, which appropriately should be shared by all employees who are beneficiaries of the Agreement. Although it is agreed that union membership is not a mandatory condition of employment, any employee in the bargaining unit who does not join the Union is expected to execute an authorization for the deduction of a "Representation Fee" which shall be a sum equivalent to the membership dues and assessments required to be paid by the members of the Union as the cost of administering the provisions of this agreement. Upon receipt of such authorization, the District agrees to deduct said fee from the employee's wages and transmit it to the Union.
- 3.02 The District agrees to deduct unit dues, reinstatements and initiation fees from the wages of the employees who are members of the bargaining unit upon receipt of a signed authorization from those employees to deduct and transmit said amounts to the Union. The authorization will be in writing on the form attached as **Exhibit A** to this Agreement.
- 3.03 The Union shall provide the District with a list, in writing, of the affected employees and the amount to be deducted for each employee. The Union shall also certify to the District, in writing, the current rate of the dues referred to in Sections 3.01 and 3.02. The Union agrees to provide the District with written notice thirty (30) days prior to the first pay period in July of any changes in the rate of its dues.
- 3.04 Deductions referred to in Sections 3.01 and 3.02 shall begin on the first pay period of July of each year, so long as the District has received the employee's

authorization form by June 1 of each year. Exceptions may be made for new employees. Deductions will be made on a bi-weekly basis.

- 3.05 The Union shall indemnify and save the District harmless against any and all claims, demands, lawsuits or other forms of liability that may arise out of or by reason of action taken by the District in making payroll deductions of Union dues, representation, reinstatement or initiation fees made pursuant to the provisions of this Article.
- 3.06 The Union may be present at all new employee orientation sessions to explain the dues deduction arrangement between the District and the Union and to afford new employees the opportunity to sign authorization forms.
- 3.07 The Union shall be represented by a Union Committee composed of three (3) members and four (4) alternates who shall be employees of the District. The alternates shall serve only when members of the Union Committee are unavailable.
- 3.08 The processing of grievances, contract negotiations and other meetings between the District and the Union Committee shall take place at reasonable times on school property.
- 3.09 The Union may post notices of its activities and matters of concern on staff bulletin boards. Bulletin boards are located in each school and the Central Office. No notices shall be posted in the schools except on such bulletin boards. No Union notice shall be posted until it has been signed by the President or Secretary of the Union or the Chairperson of Local 2322. The Union may also use the school mailbox system. The Union may also post notices and make use of the District's e-mail system, with the understanding that such use must be in accordance with all applicable laws and District policies, and that no right of privacy shall be expected by any user of the District e-mail system.
- 3.10 The District will enter into an agreement with an approved apparel vendor in order that members can order directly five (5) tee-shirts per year and one (1) sweatshirt per year. In addition, the employee will be reimbursed up to \$300 per year for the purchase of other clothing/footwear. With the exception of footwear, purchases must be made through this District-approved vendor. The employee must provide original receipts in order to be reimbursed. It is the expectation that clothing/footwear purchased will be used for work purposes. Any shirt purchased must include a CSD logo.
- 3.11 The District will provide each employee with a copy of this 2019-2022 Agreement. Thereafter, the cost of printing copies of the Agreement will be shared equally between the District and the Union. The CBA will be made available to all employees on the District website.
- 3.12 The District agrees to deduct specified amounts in accordance with District payroll deduction rules from the wages of employees and to deposit those amounts in the employee's account at any institution that can receive such deductions from the Federal Reserve's automated deposit system, upon receipt of a signed authorization from said employee to deduct and transmit those amounts to the specified bank or credit union. The authorization must be in writing on a form established by the Concord School District. **(Exhibit H)**

- 3.13 At any District-wide meeting of custodians, the Union shall be given the opportunity to distribute reports and announcements, provided that such activity is scheduled by the District or its agents, and that such activity does not interfere with the orderly conduct of the District's business.
- 3.14 At the beginning of every school year, the Union will be credited with thirty (30) hours to be used by members of the Union. Such use, with pay, will be at the discretion of the Union and shall not be for less than one hour, and the Director of Human Resources or designee will be notified no less than twenty-four (24) hours prior to the use of such time. This time will not be treated as time described in RSA 273-A:11, II.

ARTICLE 4: DISCRIMINATION

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

ARTICLE 5: HOURS OF WORK

5.01 Regular Weekly Work Schedule

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

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

ARTICLE 6: WAGES

- 6.01 The wage scale for all employees covered by this Agreement is set forth as **Exhibit B**.

New hires will be placed at no higher than Step 5 of the salary scale.

ARTICLE 7: PREMIUM PAY

7.01 Employees who begin work between the hours of 12:00 p.m. and 10:29 p.m. (2nd Shift) shall receive a premium in addition to their regular hourly wage of \$0.90/hr.

Employees who begin work between the hours of 10:30 p.m. and 3:00 a.m. (3rd Shift) shall receive a premium in addition to their regular hourly wage of \$1.00/hr.

This premium shall not be paid to Head Custodians.

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

7.03 For the three-year term of this Agreement, employees who are employed as 2nd Shift Lead Custodians will receive a premium in addition to their regular hourly wage in the amount of \$2.00 per hour.

7.04 Employees who are employed as Head Custodians at the elementary schools will receive a premium in addition to their regular hourly wage of \$3.00/hr.

7.05 Employees who are employed as Head Custodian at Rundlett Middle School will receive a premium in addition to their regular hourly wage of \$4.75/hr.

7.06 Employees who are employed as Head Custodian at Concord High School will receive a premium in addition to their regular hourly wage of \$6.00/hr.

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

7.08 With the exception of vacation periods, when an employee is assigned and assumes the schedule and duties of an absent employee who receives a wage premium as provided in Sections 7.01, 7.03 7.04 or 7.05, that substitute employee shall, beginning with the first (1st) full day of work and for all consecutive work days thereafter for said absence, be paid at his/her own wage rate at his/her current step, but shall also receive the wage premium associated with the assigned schedule or duties.

ARTICLE 8: OVERTIME

8.01 Overtime is authorized work performed during time worked in excess of forty (40) hours per work week. Overtime can only be authorized by the Building Principal, Head Custodian (scheduled events only), or the Director of Facilities and Planning. Before authorizing overtime, it shall be the expectation that the Head Custodian

makes an attempt to contact either the Building Principal or Director of Facilities and Planning.

- 8.02 Actual hours worked, pre-approved annual leave and personal leave, emergency leave, bereavement and holiday time will constitute "time worked" for the purpose of determining the time worked in excess of the forty (40) hours per work week required to establish eligibility for overtime compensation.
- 8.03 Overtime shall be compensated at one and one-half (1-1/2) times the employee's regular rate of pay including any premium pay. An employee who is required to work overtime on a Sunday will be paid twice his/her regular rate of pay, including any premium pay.
- 8.04 Overtime shall be distributed by Head Custodians first to employees assigned to the school where the overtime work is needed. Overtime assignments will be on a voluntary basis except in cases of emergency or in a case where the number of volunteers is inadequate to carry out orderly departmental operation.
- 8.05 Any employee who is called into work for an activity which was not regularly scheduled as part of his or her work week by a Principal, Head Custodian (in cases of emergency only), the Director of Facilities and Planning or an outside agency (i.e., Police Dept., Fire Dept., alarm company) at a time other than his/her scheduled shift shall receive a minimum of one (1) hour in pay at his/her prevailing overtime rate. "Call in" shall mean less than eight (8) hours notice. All hours worked during a call-in period shall be recorded through the District's time clock system.

ARTICLE 9: BONUS PAY

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

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

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

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

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

ARTICLE 10: LONGEVITY

10.01 A bonus for length of service shall be paid to those employees who have satisfied the service requirements set forth herein. Payment shall be made within the next two (2) pay periods following the employee's anniversary of their original date of hire.

Year 1 (2022-2023) and Year 2 (2023-2024):

After completing five consecutive years of service:	\$ 500
After completing ten consecutive years of service:	\$1,300
After completing twenty consecutive years of service:	\$1,500

Year 2 (2023-2024):

Add: After completing fifteen consecutive years of service: \$1,500

Year 3: (2024-2025):

After completing five consecutive years of service:	\$ 500
After completing ten consecutive years of service:	\$1,300
After completing fifteen years of service:	\$1,500
After completing twenty consecutive years of service:	\$1,700

ARTICLE 11: CONTRACT YEAR

11.01 The contract year for individual contracts runs from July 1 to June 30.

11.02 Reemployment contracts for the following year will be issued, except in unusual circumstances, on or before June 1. Signed reemployment contracts shall be returned to the Director of Human Resources on or before June 15.

ARTICLE 12: DISCIPLINE/PROBATIONARY PERIOD

12.01 Employees hired for a permanent position shall be probationary employees for the first forty-five (45) working days following the first day they begin work. Probationary employees may be disciplined or terminated at the sole discretion of the District or its representatives. Upon completion of the probationary period, the District shall notify the union that an employee has successfully completed his/her probation.

12.02 No permanent employee shall be disciplined except for just cause. The parties agree that disciplinary action will normally be progressive and corrective and may include: verbal warnings, written warnings, suspensions without pay and discharge. No disciplinary action will be taken without first notifying the Union of said discipline.

12.03 Written warnings, and suspension and discharge notices shall be in written form and shall identify the reason(s) for the action. The employee and the Union will receive a copy of written warnings and notices promptly.

- 12.04 When in the judgment of the District or its representatives, charges of an extremely serious nature (for example, charges including but not limited to: theft, immoral conduct, fighting or attempt to injure another, willful destruction of property, insubordination) are made, the Director of Human Resources or designee shall meet with the accused employee, who may be represented by the Union, and present the charges and evidence in the District's possession. If it is the determination of the Director of Human Resources or designee that the employee should be immediately suspended, such suspension shall be without pay. Nothing in this Section shall abrogate the District's right to immediately suspend or discharge an employee if, following an investigation, it is the Superintendent or designee's conclusion that charges of a serious nature have been confirmed.
- 12.05 An employee who is being interviewed by a non-affiliated supervisor in a management capacity concerning matters for which disciplinary action is being considered for that employee may have a union representative present at the interview. The meeting at which the interview occurs shall be held within five (5) work days following the District's request for a meeting.

ARTICLE 13: FILLING OF VACANCIES

- 13.01 Notices of all new permanent custodial positions, promotions or transfers contemplated beyond a period of thirty (30) days shall be posted on the staff bulletin board in each school and in the Central Office for a minimum of seven (7) working days. A copy of the notice will also be mailed to the Chairperson of Local 2322. Notices shall include a classification title, accurate summary of job requirements, a list of qualifications, salary, the name and location of the school, starting date, weekly work schedule, shift and posting date.
- 13.02 Interested non-probationary or permanent employees shall have the opportunity to apply for such positions, promotions or transfers in accordance with this Section. Any employee shall have the right to an interview for the vacant position, promotion or transfer if that employee submits a written request not later than seven (7) working days after the date the position is posted.
- 13.03 Any non-probationary or permanent employee who applies for such vacant position, promotion or transfer, and is selected to fill the vacant position, promotion or transfer, must accept and work the weekly work schedule posted for the vacant position, promotion or transfer regardless of the employee's date of hire.
- 13.04 New positions, promotions and transfers will be filled by a non-probationary or permanent employee provided:
- (a) he/she submits a written application within seven (7) days after the date the position is posted, and
 - (b) he/she is the most qualified candidate for the position among the pool of qualified internal and external candidates.
 - (c) Where two or more employees are equally qualified, the senior employee will be awarded the position.

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

ARTICLE 14: HOLIDAYS

- 14.01 All permanent and probationary employees shall be granted the following holidays with pay provided the day falls within their contracted work year: New Year's Day, Civil Rights Day/Martin Luther King Day, President's Day*, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and the day after, Christmas Day and 2 additional days during the Christmas recess.
- 14.02 Actual days off will be defined by the school calendar. If a holiday occurs when school is in session, employees will be given an alternative floating holiday to be taken any time prior to June 30 of that school year with prior approval. Floating holidays require advance notice, supervisory approval and will be allowed on a first-come, first-serve basis. In all cases, school or building priorities must take precedence. If a holiday falls on a weekend, the District shall designate an alternative day for that holiday. If a holiday falls on a Saturday, Friday will generally be the designated holiday. If the holiday falls on a Sunday, Monday will generally be the designated holiday. If a floating holiday request is denied and cannot be approved at another time prior to June 30 of that school year the employee will be given the holiday pay in lieu of a day off. At no time will a holiday be lost due to a denied request for a floating holiday.
- 14.03 If a holiday falls within the contracted work schedule of a permanent part-time employee, that employee will be compensated the amount he/she would have earned had he/she worked as otherwise scheduled on that day.
- 14.04 An employee who is required to work on a holiday will be paid twice his/her standard wage rate.
- 14.05 *The District traditionally observes the President's Day holiday on the first Monday of the February recess. Should a Custodian elect to work that day (or the day the District observes President's Day), they will be paid their regular straight time daily rate. If this occurs, the Custodian will be granted a "floating holiday" to be taken/used with prior approval on or before May 31st of the same year. If the Custodian does not take/use this floating holiday by May 31st, the day will be forfeited. The day will not carryover into the next fiscal year.

ARTICLE 15: LEAVES

15.01 Annual Leave

- A. For new hires who are scheduled to work eight (8) hours per day, once the new hire has been employed for six (6) months, the District will credit the employee with six (6) days (48 hours) of annual leave. For new hires who are scheduled to work less than eight (8) hours per day, once the new hire has been employed for six (6) months, the District will credit the employee with three

and one-half (3.50) days (at their current daily rate). New employees may take accrued annual leave after completing six (6) months of employment.

- B. Upon reaching their one (1) year anniversary, new hires who are scheduled to work eight (8) hours per day will be credited with another six (6) days (48 hours) of annual leave. Upon reaching their one (1) year anniversary, new hires who are scheduled to work less than eight (8) hours per day will be credited with another three and one-half (3.50) days (at their current daily rate).
- C. Beginning with the thirteenth (13) month of employment, employees shall earn 11.33 annual leave hours for each month worked (17 days or 136 hours total). Monthly accruals will be credited in the first pay period of each month. The June accrual will be 11.37 hours.

After completing twenty-five (25) years of employment, employees shall earn 13.33 hours of annual leave hours for each month worked (20 days or 160 hours total). Monthly accruals will be credited in the first pay period of each month. The June accrual will be 13.37 hours. Annual leave may be accrued for a period not to exceed forty-five (45) days. Annual leave is only earned based upon time actually worked. Annual leave will not accrue during leaves of absence.

Beginning with the thirteenth (13) month of employment, employees who are scheduled to work less than eight (8) hours per day shall earn .792 annual leave days at their current daily rate for each month worked (9.5 days total). Monthly accruals will be credited in the first pay period of each month.

After completing twenty-five (25) years of employment, employees who are scheduled to work less than eight (8) hours per day employees shall earn .916 annual leave days (at their current daily rate) for each month worked (11 days total).

- D. Employees are encouraged to take their annual leave during the summer or when school is not in session. During the summer months when school is not in session, Head Custodians are encouraged to take their annual leave in increments of one week at a time.
- E. Requests for annual leave shall be submitted in writing to the employee's supervisor at least three (3) workdays before the requested start of annual leave. In the event of a conflict in requested annual leave, the supervisor shall schedule annual leave based upon the needs of the employee's school. Annual leave will generally not be approved for the week following the close of school or the week before the opening of school. The District reserves the right to approve annual leave requests.

On two occasions per school year, an employee may submit a request for the use of one vacation day with a notice of 24 hours or less. The decision to approve the request will be made by the Director of Facilities and Planning. It is expected that the employee will provide a reason for the request. Requests shall not be unreasonable denied.

- F. If an employee dies while employed by the District, the District shall pay an amount equal to the employee's regular and premium pay for 100% of his/her accrued annual leave, if any, to the following:
 - (a) a named beneficiary if the employee has filed one, or
 - (b) if no named beneficiary has been filed, to the estate of the deceased employee.

15.02 Bereavement Leave

- A. After completion of the probationary period, employees shall be entitled to time off with pay for the purpose of attending funerals for members of their immediate family up to four (4) days for each occurrence. Pay shall be based on the employee's regular rate per day for any regularly scheduled work day within said three-day period. No absence shall be excused for this purpose where the employee does not attend the funeral of the deceased. An employee may utilize sick or emergency leave to attend other funerals.
- B. For the purposes of Section 15.02, "immediate family" shall include the employee's parents, grandparents, spouse, mother-in-law, father in-law, children, sisters, brothers, brothers/sisters-in-law, aunts, uncles, step-children, step-parents, step-brothers, step-sisters and domestic partners (either sex).
- C. In the event that a death occurs during an employee's annual leave for which the employee would otherwise utilize bereavement leave, the employee may submit a written request to the District to have the days charged to bereavement leave rather than annual leave. Exceptions may be made at the discretion of the Director of Human Resources.

15.03 Civil Leave

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

15.04 Sick/Emergency Leaves

- A. During the first twelve (12) months of employment, employees shall earn one-half (1/2) sick leave day for every month worked. Employees may accrue up to six (6) sick leave days during their first twelve (12) months of employment with the District. Upon completion of the probationary period, employees will be credited for the time worked and the days earned during the probationary period toward eligibility for sick leave.
- B. After completing twelve (12) months of employment, employees shall earn 1.084 sick leave days for every month worked. Employees may accrue up to

thirteen (13) days of sick leave per year accruable to a maximum of 150 days. After completing twelve (12) months of employment, permanent part-time employees who work twenty (20) or more hours per week shall earn .542 sick leave days for every month worked (6.5 sick days total per year, accruable to a maximum of 75 days.)

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

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

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

Employees are expected to report to work if the emergency does not require that they be absent for the entire scheduled work day. Employees will only be charged for actual time lost.

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

- F. For the purposes of Section 15.04, "immediate family" shall be defined as noted in current FMLA law. The District agrees to administer this provision based on existing FMLA rules and regulations.
- G. If an employee elects to use sick leave, the employee must notify and give a reason to his/her supervisor and the Facilities Department Administrative Assistant as soon as possible or within one (1) hour before the time set for the beginning of his/her scheduled duties. When an employee is unable to notify the employer because of circumstances beyond their control, the employee will do so as soon as he/she is able.

- H. If an employee becomes ill while on annual leave, the employee may substitute accrued sick leave for annual leave upon presentation of a physician's certificate of illness.
- I. Any employee who leaves the District in good standing after five (5) years of continuous service, has given two (2) weeks notice to the District and has worked the two (2) week notice period shall receive an amount of pay equal to 60% of the unused sick leave accrual balance at the time of separation.
- J. If an employee dies while employed by the District, the District shall pay an amount equal to 100% of the unused sick leave accrual balance at the time of death, if any, at a rate of \$80 per day, to the following:
 - (a) a named beneficiary if the employee has filed one, or
 - (b) if no named beneficiary has been filed, to the estate of the deceased employee.

15.05 Childbearing Leave

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

- E. Should an employee decide to terminate employment at the end of leave, the employee shall give the Director of Human Resources notice of such intent at least thirty (30) days prior to the termination of leave.

15.06 Military Leave

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

15.07 Unpaid Leaves of Absence

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

ARTICLE 16: INSURANCE

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

16.02 Health Insurance

A. Choice of Benefits

1. The District will offer employees scheduled to work thirty (30) hours or more per week one medical benefit plans: a Consumer-Driven Health Plan (CDHP) **(Exhibit C)**.
2. Employees who elect to enroll in the (CDHP) plan will contribute the following toward the cost for the individual employee's health plan (i.e., single, two-person or family) as determined by the District on or before September 1 of each year:

For the three-year term of this Agreement (2022-2023, 2023-2024, 2024-2025), the payment will be 10% of the audited, annual cost of the plan subscribed to by the employee. (See Paragraph 3 below for exceptions to this provision).

3. Unit members hired on or after July 1, 2013 and all new enrollees shall contribute 15% toward the cost for the individual's health plan (i.e., single, two-person or family) as determined by the District on or before September 1 of each year.

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

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

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

This amount will be paid in two equal installments (December and May).

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

- E. In the event that the health insurance plan under this agreement is projected to trigger the Excise or so-called "Cadillac" tax, the parties agree to exchange proposals each year of this agreement, limited only to identifying a health insurance plan that complies with the Affordable Care Act (ACA) and that does not result in the position of the Excise tax. 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 15th of each year 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 15th and that plan will take effect on July 1st. The District agrees to continue to contribute the same percentage rate of the yearly premium cost for the single, two-person or family plan(s).

16.03 Dental Insurance

The District will offer bargaining unit members who are scheduled to work thirty (30) hours or more per week, a single, two-person or family Delta Dental plan, A, B, & C (100% of coverage A, 100% of coverage B, 50% of coverage C) or equivalent **(Exhibit D)**.

16.04 Disability Insurance

The District will purchase long-term disability and accident insurance coverage on all employees who are scheduled to work thirty (30) hours or more per week. Disability coverage will provide 66.7% of basic monthly earnings, subject to the terms of the District's policy. **(Exhibit G)**

16.05 Life Insurance

The District will pay for \$40,000 of term life insurance for each employee who is scheduled to work thirty (30) hours or more per week. The amount of life and accidental death and dismemberment insurance reduces to 67% at age 70 and to 50% at age 75. The life and accidental death and dismemberment insurance coverage cancels at the time of separation from the District. The employee shall designate the beneficiary of this insurance.

16.06 Retiree Health Insurance

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

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

The District will make no contribution to the cost of health insurance premiums for retirees who were hired on or after July 1, 2019.

16.07 Personal Property Insurance

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

ARTICLE 17: VEHICLE USE

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

ARTICLE 18: EDUCATIONAL INCENTIVE

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

18.02 An employee may request of his/her supervisor the opportunity to attend work-related workshops, which requests shall not be unreasonably denied.

18.03 If the District requests that the employee attend a work-related workshop, the employee will not be required to expend his/her own funds for registration costs relating to said workshop.

ARTICLE 19: RETIREMENT

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

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

ARTICLE 20: PHYSICAL EXAMINATIONS

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

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

ARTICLE 21: EVALUATIONS

21.01 The District shall promptly notify an employee in writing of any alleged deficiencies. In the event that a deficiency could result in termination of employment, copies of any notice to the employee shall be promptly forwarded to the Union.

21.02 The District shall perform annual performance evaluations. (See evaluation form attached as (**Exhibit E**). Step increases shall be awarded only after satisfactory completion of a performance evaluation.

ARTICLE 22: SENIORITY

22.01 For the purposes of layoffs, seniority shall be determined first by time in grade and then by District date of hire.

22.02 For the purposes of overtime, seniority shall be determined first by seniority within the building where overtime is required, then by District-wide seniority.

ARTICLE 23: LAY-OFFS

23.01 In the event of a lay-off for any reason, employees shall be laid off in the following order by seniority within each group:

- a. 1.) Temporary part-time
- 2.) Temporary full-time
- 3.) Probationary part-time
- 4.) Probationary full-time
- 5.) Permanent part-time
- 6.) Permanent full-time

b. In the event of school closings or staff reductions, the affected employees will have the right to transfer to the facility of the least senior employee within his/her job category/classification or to a lower job category as defined in order by 7.05, 7.03, 7.04 or custodian. The affected employee may only move to the position held by the least senior employee within his/her category or the least senior position of the categories that he/she has previously occupied. An affected employee may not move to a higher category than he/she currently occupies. For example, a custodian may not move to a shift supervisor's position, a shift supervisor may not move to an Elementary School Head Custodian position, and an Elementary Head Custodian can not move to a Middle or High School Head Custodian's position unless he/she has occupied a position in that category/classification previously and left in good standing.

23.02 Employees shall be recalled from lay-off to classifications for which they are qualified according to seniority. The District shall consider laid-off employees to be

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

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

ARTICLE 24: GRIEVANCE PROCEDURE

24.01 Definitions

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

24.02 Procedure

1. An employee with a grievance shall first discuss it with their Principal and Director of Facilities and Planning in an attempt to resolve the matter mutually at that level. A decision will be rendered by the Principal and Director of Facilities and Planning within five (5) workdays.
2. If the aggrieved person is not satisfied with the disposition of the grievance by the Principal and the Director of Facilities and Planning or if no decision has been rendered within five (5) workdays after the discussion with the Principal and Director of Facilities and Planning, an employee with a grievance shall submit the grievance in writing to the Director of Human Resources or designee. The Director of Human Resources shall meet with the employee within five (5) working days after receiving the written grievance.
3. If the aggrieved person is not satisfied with the disposition of the grievance by the Director of Human Resources or designee, or if no decision has been

rendered within five (5) workdays after his/her first meeting, the employee shall notify the Union within five (5) work days if he/she wishes to proceed with the grievance. If the Union determines that the matter should be appealed, a written grievance shall be filed with the Superintendent or designee within five (5) working days. The Superintendent or designee shall meet with the employee, a representative of the Union, and the Director of Human Resources or designee within five (5) working days after receiving the written grievance and shall communicate his/her decision in writing to the aggrieved person, the Union and the Director of Human Resources or designee within five (5) workdays after the meeting.

4. If the aggrieved person is not satisfied with the disposition of the grievance by the Superintendent or designee, he/she shall notify the Union within five (5) working days after receipt of the Superintendent or designee's decision. If the Union determines that the matter should be arbitrated, it shall so advise the Superintendent or designee in writing within ten (10) workdays of the receipt of the employee's request.
5. The parties hereby designate the American Arbitrator's Association as mutually agreed upon arbitrators for the resolution of grievances.
6. Within ten (10) working days of notification to the Superintendent or designee of the Union's determination that the matter should be arbitrated, the District shall contact each of the above arbitrators, notify the arbitrators as to the nature of the dispute, and determine when each arbitrator is available to hear the grievance.
7. The arbitrator who is available on the earliest date that is mutually convenient to each party, shall be selected to arbitrate the grievance. Following selection of the arbitrator, the District shall request that the arbitrator meet with the employee and representatives of the Union and the District to resolve said dispute within the terms of this Agreement.
8. After receiving notice of the request for arbitration, the arbitrator shall meet with the affected employee and parties representing the Union and the District, and shall proceed forthwith to make a binding disposition of the grievance by such means and methods as he may determine to be necessary. If the employee refuses to meet with the arbitrator, the Superintendent or designee's decision shall be upheld. The arbitrator is limited in his authority to interpreting the Agreement in the resolution of the issue submitted to him by the parties and has no authority to alter, change or modify any provision of this Agreement.
9. The arbitrator shall prepare a written decision and no appeal thereafter shall be permitted.
10. The cost of arbitration, including arbitrator's fees and reasonable expenses, shall be borne equally by the District and the Union.
11. a. No reprisals of any kind will be taken by the District or the Union against any party of interest or other participant in the grievance procedure.

- b. Any party in interest may be represented by counsel or by a representative selected by the Union. The Union may appear to be heard at any stage of the grievance procedure.
12. Forms for the grievance procedure will be jointly prepared by the Superintendent or designee and the Union and given appropriate distribution.
13. A grievance, which is not filed within forty-five (45) workdays of the event or events underlying the alleged grievance, shall be waived, regardless of whether the employee knew or should have known of the act or condition on which the grievance is based.
14. A grievance involving a group of employees from different buildings may be submitted in writing by the Union directly to the Superintendent or designee. The Superintendent or designee may, in his/her sole discretion, process the grievance as if (1) it constituted a single grievance, or (2) it was a group of individual grievances, all of which had been processed through the preliminary steps described in this Agreement.
15. A grievance involving the discharge of an employee shall be submitted in writing by the Union directly to the Superintendent or designee.
16. Time limits for the processing of grievances may be extended by mutual agreement, in writing, executed by both parties.

ARTICLE 25: TAX-SHELTERED ANNUITY

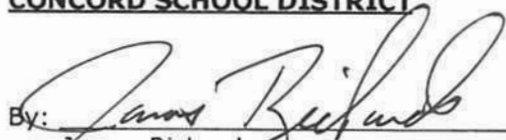
- 25.01 The District agrees to purchase annuities for employees in accordance with provisions of Section 403 (b) of the Internal Revenue Code of 1954, as amended from time to time. Such purchase shall be made pursuant to written application from the employee requesting an agreement with the District. 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 that will, in turn, be remitted to an annuity program selected by the employee. The program will be for a non-forfeitable annuity account maintained under contracts qualifying under Section 403 (b) and issued by such District-approved investment providers as the employee may select. The District will provide to any employee, upon request, a list of all participating investment providers. No new investment provider may be included in this plan unless ten (10) District employees have expressed an interest in enrolling in that investment provider's portfolio.

ARTICLE 26: SEPARABILITY

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

CONCORD SCHOOL DISTRICT

Date: 8-22-22

By: 
James Richards,
Concord School Board President

**CONCORD SCHOOL CUSTODIANS/
UAW LOCAL 2322**

Date: 8-2-22

By: 
Kevin Boutin,
UAW Local 2322 Servicing Representative

EXHIBIT A

Application For Membership



Congratulations! You are on your way to becoming a proud member of the UAW Local 2322.

You will soon be a member of one of the largest and most progressive unions in Western Massachusetts. The UAW is more than autoworkers; we are an amalgamated union with 28 different shops in fields of higher education, early childhood development, health & human services, and more.

Our union's mission and vision has always been about more than financial gain, although negotiating good wages, safe working conditions, and decent benefits are some of our most important achievements. UAW contracts have set the standard for labor agreements in industry after industry, and in every sector of the economy. We are proud of our record at the bargaining table.

To start enjoying the benefits of being a union member, simply fill out the membership application on this sheet and mail it to the Holyoke office. Please note that there are two sections. The top is for union membership, the bottom authorizes payroll deductions from your employer to the Union.

If you haven't already received it, watch for your union welcome packet in the mail. It will contain information about: your union contract, how to contact your Union Representatives, the membership discount program, and other important information. Please take a moment to review it and if you have any questions give us a call or drop us a line.

Initiation Fee and Union Dues Cost:

- Initiation Fee: \$20.00 onetime payment (*waived if previously a member of the UAW*)
- Union Dues: 2% of straight time wages

[please fill-out, print, sign, and mail in application for union membership] →

MEMBERSHIP APPLICATION


_____ / _____ / _____
please print: (last name) (first name) (middle initial)

_____ / _____ / _____ / _____
(street address) (city) (state) (zip)

() _____ / _____
(home phone) (email)

_____ / _____
(employer) (job title)

_____ / _____ / _____
(work site/department) (hire date)



I hereby accept membership in UAW Local 2322 and authorize UAW Local 2322, its agents or representatives, to act for me as my exclusive representative in collective bargaining on all matters pertaining to wages, hours of work, working conditions and other conditions of employment. I also agree to abide by all rules, regulations and constitutional provisions established by Local 2322 and the UAW.

Signature _____ / _____ / _____
(Please sign on line above) (date)

PLEASE FILL OUT & SIGN BOTH SECTIONS BEFORE RETURNING

AUTHORIZATION FOR CHECK-OFF DUES

I hereby assign the UAW Local Union 2322 from any wages earned or to be earned by me such sums as the Financial Officer of said Local 2322 may certify as due and owing from me as membership dues, including an initiation fee and monthly dues in such sum as may be established from time to time as union dues in accordance with the Constitution of the International Union, UAW.

I authorize and direct you to deduct such amounts from my pay and to remit same to the Union at such times and in such manner as may be agreed upon between you and the Union any time while this authorization is in effect.

You WILL NOT pay union dues until your shop's first contract has been negotiated and ratified.

This authorization may be revoked by me as of the expiration or anniversary date of the collective bargaining agreement covering my employment. To effect such a revocation, written notice, signed by me, must be received by my Employer and the Union by registered mail not more than sixty (60) days and not less than fifty (50) days before the contract anniversary/expiration date.

Signature _____ / _____ / _____
(Please sign on line above) (date)

Were you ever previously a member of the UAW? No Yes. If yes: I was a member of UAW Local # _____ while employed at: _____

Mail card to: UAW Local 2322 ~ 4 Open Square Way, Suite 406 ~ Holyoke, MA 01040
(or give to your shop Steward or Union Representative)

EXHIBIT B

HOURLY WAGE SCALE

<u>Step</u>	<u>2022-2023</u>	<u>2023-2024</u>	<u>2024-2025</u>
1	\$15.76	\$16.07	\$16.56
2	\$16.14	\$16.46	\$16.96
3	\$16.51	\$16.84	\$17.35
4	\$16.89	\$17.23	\$17.75
5	\$17.27	\$17.62	\$18.15
6	\$17.65	\$18.01	\$18.55
7	\$18.03	\$18.39	\$18.94
8	\$18.41	\$18.77	\$19.34
9	\$18.79	\$19.16	\$19.74
10	\$19.16	\$19.54	\$20.13
11	\$19.54	\$19.93	\$20.53
12	\$19.92	\$20.32	\$20.93
13	\$20.30	\$20.71	\$21.33
14	\$20.67	\$21.09	\$21.72

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

EXHIBIT C CDHP Health Insurance [Page 1]

SCHOOLCARE Yellow Open Access

Choice Fund

SUMMARY OF BENEFITS

Benefits outlined below are intended as a general summary and are covered only when using a CIGNA Open Access Plus Network 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. The plan year is defined from July 1 through June 30.

BENEFITS	YELLOW OPEN ACCESS (In-Network Benefits Only)
DEDUCTIBLES, MAXIMUMS* Plan Year Deductible Coinsurance Out-of-Pocket Maximum/Plan Year Maximum Lifetime Benefit *All family members contribute towards family deductible/out-of-pocket max.	Individual: \$1,250; Family: \$2,500 Medical 20%; Pharmacy 10% (\$75 cap per prescription) Individual: \$2,000; Family: \$4,000 Unlimited
CHOICE FUND (if activated) Embedded Choice Fund (health reimbursement account) pays for eligible out-of-pocket expenses during the plan year.	SCHOOLCARE PAYS Individual: \$1,000; Family: \$2,000 Subscriber must take the online Health Assessment to activate Choice Fund.
NET COST AFTER CHOICE FUND (if activated) Out-of-Pocket Cost (including deductible)	PLAN MEMBER PAYS Individual: \$1,000; Family: \$2,000 The Employer may <u>not</u> fund any additional portion of the out-of-pocket costs under SCHOOLCARE policy.
PREVENTIVE CARE (Includes Naturopath Services, Routine Laboratory & Diagnostic Testing) 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	\$0 \$0 \$0 \$0 \$0 \$0 \$0
OTHER PHYSICIAN SERVICES (Includes Naturopath Services) Office Visits and/or Office Surgery Maternity Care Telehealth Visit (see details on myCigna.com)	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
OUTPATIENT DIAGNOSTIC TESTING Radiology and Laboratory Services (Prior authorization required for some tests)	Deductible, then 20% to the Out of Pocket Maximum
HOSPITAL CARE Inpatient Services including Newborn Care Same Day or Outpatient Surgery Radiation and Chemotherapy Physician Visits and Services Anesthesiologist Services Operating Room X-ray and Laboratory Services Medications and Supplies	Deductible, then 20% to the Out of Pocket Maximum (Inpatient admissions and some outpatient procedures require prior authorization)

OVER

www.schoolcare.org

7/1/22

EXHIBIT C
CDHP Health Insurance
[Page 2]

SCHOOLCARE Yellow Open Access

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 USE DISORDER OUTPATIENT (Physician's office or Telehealth) 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 Cigna Participating Pharmacies Go to Cigna.com/Rx90network for listing of 90-day network retail pharmacies Certain Preventive Generic Drugs including contraceptives: \$0 (Prior authorization and step therapy are required for some drugs)	Retail - up to 90-day supply: Deductible, then 10% to the Out of Pocket Maximum# Mail Order – up to 90-day supply: Deductible, then 10% to the Out of Pocket Maximum# available only through Express Scripts Home Delivery mail order Specialty Drugs: 30-day supply only, filled through Accredo Home Delivery mail order
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
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 AMBULANCE (<i>if not a true emergency, services are not covered</i>) BLOOD TRANSFUSIONS HOME HEALTH & HOSPICE SERVICES INFERTILITY TREATMENT Go to managed.winfertility.com/schoolcare 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>) TRANSGENDER SERVICES	All other covered services subject to plan year deductible and 20% coinsurance to the out-of-pocket maximum for the plan year.
EMPLOYEE ASSISTANCE PROGRAM	Included
GOOD FOR YOU! by SCHOOLCARE WELL-BEING INCENTIVES	Included – up to \$800 for subscriber and \$400 for spouse

OVER

www.schoolcare.org

7/1/22

**EXHIBIT D
DENTAL INSURANCE**



Northeast Delta Dental
One Delta Drive
PO Box 2002
Concord, NH 03302-2002
Customer Service:
1-800-832-5700

**Outline of Benefits
S A U #08 - CONCORD SCHOOL DISTRICT
Group Number: 0146**

For more information on your benefits, please refer to your Dental Plan Description (DPD) or Summary Plan Description (SPD).

Benefit Period: July 1 through June 30

Benefit percentages paid by Northeast Delta Dental after any applicable Waiting Periods and/or Copayments:

Diagnostic & Preventive (Coverage A)	100%
Basic (Coverage B)	100%
Major (Coverage C) -includes implant services	50%

Maximum Benefits: \$1000 per person per benefit period excluding Ortho.

Deductibles: None

Office Visit Copayments: None

Waiting Periods:

Basic Benefits: No waiting period.

Major Benefits: No waiting period.

Dependent Age Limits:

Dependent Children are covered up to age 26.

Double-Up MaxSM: Not applicable

To the extent of any provision in this Outline of Benefits conflicts with a provision in the Dental Plan Description or Summary Plan Description, the provision in the Dental Plan Description or Summary Plan Description shall supersede and take precedence.

EXHIBIT E
CUSTODIAL
EVALUATION FORM

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

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

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

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

Comments: _____

Supervisor's Signature: _____ Date: _____

Employee Signature: _____ Date: _____

EXHIBIT F

1110-2610- - -000-611160
ACCOUNT NUMBER

EMPLOYEE NUMBER

CONCORD SCHOOL DISTRICT
EMPLOYEE AGREEMENT FOR CUSTODIAL STAFF

EMPLOYEE NAME: **NAME**
ADDRESS
CITY, STATE ZIP

POSITION: _____

CONTRACT PERIOD STARTING: **JULY 1, 20** _____ ENDING: **JUNE 30, 20** _____

BUILDING ASSIGNMENT: _____

Hours Per Day: _____ Days Per Week: _____ Days Per Year: _____

Basic Hourly Wage Rate: _____ Step: _____

Shift Differential: _____

Supervisory Stipend: _____

Total Hourly Rate: _____

Number of Pays: _____ *Annual Wages: _____

Longevity Payment: _____

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

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

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

CONCORD SCHOOL DISTRICT

By: _____
Director of Human Resources

Employee

EXHIBIT F¹

1110-2610- - -000-611160
ACCOUNT NUMBER

EMPLOYEE NUMBER

CONCORD SCHOOL DISTRICT
EMPLOYEE PROVISIONAL AGREEMENT FOR CUSTODIAL STAFF

EMPLOYEE NAME: **NAME**
ADDRESS
CITY, STATE ZIP

POSITION: _____

CONTRACT PERIOD STARTING: **JULY 1, 20** _____ ENDING: **JUNE 30, 20** _____

BUILDING ASSIGNMENT: _____

Hours Per Day: _____ Days Per Week: _____ Days Per Year: _____

Basic Hourly Wage Rate: _____ Step: _____

Shift Differential: _____

Supervisory Stipend: _____

Total Hourly Rate: _____

Number of Pays: _____ *Annual Wages: _____

Longevity Payment: _____

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

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

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

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

CONCORD SCHOOL DISTRICT

By: _____
Director of Human Resources

Employee

EXHIBIT G
Disability Insurance

1. The District agrees to provide disability income benefits during lifetime to age sixty-five (65) for all full-time personnel employed by the District, who are under the age of sixty-five (65) on September 1, 1972, commencing at the end of ninety (90) calendar days after the employee becomes totally disabled and is under a physician's care as the result of injury or illness.
2. The term total disability means the complete inability of the employee to perform any and every duty of his regular occupation. Once benefits have been paid for twenty-four (24) months, total disability shall mean the complete inability of the employee to perform any and every duty of any gainful occupation for which he is reasonably fitted by training, education, or experience. The employee must be under the regular care of a physician but house confinement will not be required.
3. The disabled employee shall be paid by the District or by such insurance carrier as the District may select sixty-six and two thirds (66 2/3%) percent of said employee's gross pay under the contract in effect on the day said employee first becomes totally disabled, but not in excess of five thousand dollars (\$5,000) per month.
4. If the disabled employee is entitled to other income during a period of disability from:
 - a. Worker's Compensation or other similar legislation and other benefit acts, such as the State Teachers' Retirement System,
 - b. another group insurance or pension plan providing disability income benefits,
 - c. benefits (primary or family) under the Federal Social Security Act,
 - d. accumulated sick leave from the District,then said employee's benefits will be reduced by the amount received from these sources.
5. Exclusion - no coverage will be provided for disabilities from the following causes:
 - a. Intentionally self-inflicted injuries.
 - b. War, declared or undeclared, insurrection, rebellion, or participation in riot.
 - c. Any disability in excess of twenty-four months that results from mental or nervous illness or disorder of any type. This limitation will not restrict benefits during a period of confinement in a hospital or other licensed institution.

EXHIBIT H
CONCORD SCHOOL DISTRICT
38 Liberty Street, Concord NH 03301
Telephone (603) 225-0811

DIRECT DEPOSIT ENROLLMENT/CHANGE FORM

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

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

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

Initial set-up, changes, or cancellation of direct deposit may take up to 30 days from the date of submission to become effective.

Direct deposit advices are delivered via e-mail. Your password is the last four digits of your social security number. Please provide your district or personal e-mail below:

District e-mail address: _____ **Personal e-mail address:** _____

I do not wish to have my direct deposit advice delivered electronically. **I do not have an e-mail account.**

Action Requested: Enroll Direct Deposit Change Distribution Cancel Direct Deposit

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

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

*****Please attach a voided check for checking accounts and/or a bank authorization form for savings accounts.*****

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

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

I have read and understood this form:

_____	_____
EMPLOYEE NAME (Please Print)	SCHOOL / DEPARTMENT
_____	_____
SIGNATURE	DATE

For Office Use Only

Date Form Rec'd. _____	Returned to Employee for more information: _____
Date Processed _____	Date _____
Processed by _____	Notes: _____



UAW / Custodial Warning Notice

Employee Information

Name: _____ Location/Shift: _____ Date: _____

Job Title: _____

Supervisor: _____

Type of Warning

- Verbal Warning First Written Second Written Disciplinary Suspension Termination Other

Type of Offense

- Tardiness/Leaving Early Absenteeism Violation of Company Policies
 Substandard Work Violation of Safety Rules Other

Details

Description of Incident:

Action to Be Taken:

Consequences of Further Incidents:

Acknowledgement of Receipt of Warning

By signing this form, you confirm that you understand the information in this warning. You also confirm that you and your manager have discussed the warning and a plan for improvement. Signing this form does not necessarily indicate that you agree with this warning.

Employee Signature *Date*

Supervisor Signature *Date*

CONCORD SCHOOL BOARD
AND
UAW AND ITS CUSTODIANS LOCAL 2322

JULY 1, 2022 – JUNE 30, 2025

SIDEBAR AGREEMENT

The Concord School District ("District") and the Concord School Custodians/UAW Local 2322 agree:

In the event it is deemed necessary, 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.

KEVIN BOUTIN

Kevin Boutin,
Servicing Representative
UAW Local 2322 – Custodians

James Richards

James Richards,
Concord School Board President