COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CONCORD SCHOOL DISTRICT

AND

UAW AND ITS FOOD SERVICE UNIT, LOCAL 2232

July 1, 2013 – June 30, 2015

TABLE OF CONTENTS

TOPIC	PAGE
Bonus Pay (Article 9)	4
Contract Year (Article 11)	4
Discipline (Article 12)	5
Discrimination (Article 4)	3
Educational Incentive (Article 18)	13
Evaluations (Article 20)	13
Filling of Vacancies (Article 13)	5
Grievance Procedure (Article 23)	15
Holidays (Article 14)	6
Hours of Work (Article 5)	3
Insurance (Article 16)	11
Layoffs (Article 22)	14
Leaves of Absence (Article 15)	7
Longevity (Article 10)	4
Management Rights (Article 2)	1
Miscellany (Article 17)	13
Overtime (Article 8)	3
Physical Examinations (Article 19)	13
Premium Pay (Article 7)	3
Recognition (Article 1)	1
Seniority (Article 21)	14
Separability (Article 24)	16
Tax-Sheltered Annuity (Article 25)	16
Union Rights (Article 3)	1
Wages (Article 6)	3

EXHIBIT SCHEDULE

Exhibit A	Application for Membership/Authorization of Check-Off For Dues Deduction
Exhibit B	Direct Deposit Application
Exhibit C	Salary Scale
Exhibit D	Health Insurance Benefit Summary (CDHP)
Exhibit E	Dental Insurance Plan
Exhibit F	Disability Insurance
Exhibit G	Performance Evaluation Form (Food Service Assistant)
Exhibit G[1]	Performance Evaluation Form (Food Service Cook)
	Sidebar Agreement – Health Insurance Study Committee/CBA Housekeeping Corrections
	Sidebar Agreement – Privatization of Food Service Program

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

ARTICLE 1: RECOGNITION

1.01 The District recognizes the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) as having been certified by the New Hampshire Public Employees Labor Relations Board (PELRB) as the exclusive bargaining representative of the bargaining unit consisting of Head Cooks, Cook Assistants, Cook Assistants/Cashiers, Assistant Head Cooks, Permanent Food Service Substitutes, and Food Service Substitutes that are employed by the Concord School District as certified by the PELRB in Case No. M-0775 on March 29, 2001.

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 thirty (30) hours or more per work week

D. "School" means any work location.

E. 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 Union 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.

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 day in July of any changes in the rate of its dues.

3.04 Deductions referred to in Sections 3.01 and 3.02 shall begin on the first pay day of July of each year, so long as the District has received the employee's authorization form by June 1 of each year. Exceptions may be made for new employees. Deductions will be made on a biweekly 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. The Union shall be notified of all new hires at the start of the probationary period. Upon completion of the probationary period written notice shall be given to the Union Chairperson within 5 days so that the Union may meet with a new employee to discuss the Union and the collective bargaining agreement.

3.07 The Union shall be represented by a Union Committee composed of three (3) members and two (2) 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 Local Union or the Food Service Workers Unit Chairperson of Local 2232. The Union may also use the District mailbox system. The Union may also post notices and make use of the District's e-mail system, with the understanding that such use must be in accordance with all applicable laws and District policies, and that no right of privacy shall be expected by any user of the District e-mail system.

3.10 The District will provide for each new employee five (5) sets of uniforms including shirts, aprons, and two (2) hats. Each year, the District will replace worn-out shirts, aprons, or hats as needed. Current employees will be provided with additional shirts, aprons and hats as needed to provide them with five (5) sets of uniforms and two (2) hats.

3.11 The District will provide each employee with a copy of this Agreement. Thereafter, the cost of printing copies of the Agreement will be shared equally between the District and the Union.

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 of the banks or credit unions designated as available for automatic deposit by the District 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. (**See Exhibit B.**)

3.13 At any District-wide meeting of food service employees, 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 employees who are officers 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 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 The normal workweek will be Monday through Friday.

ARTICLE 6: WAGES

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

As a percentage increase to the base salary scale, the following are in effect for this contract period:

Year 1 (2013-2014)	1.00%
Year 2 (2014-2015)	1.50%

ARTICLE 7: PREMIUM PAY

7.01 All catering work performed on Saturday and school vacations shall be paid at a rate of time and one half (1.5) for a minimum of two hours. An employee who is asked to perform catering work on any Sunday during the calendar year will be paid at a rate of two (2) times his or her regular pay, for a minimum of two hours.

ARTICLE 8: OVERTIME

8.01 Overtime is authorized work performed during time worked in excess of forty (40) hours per work week.

8.02 Actual hours worked 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. An employee who is required to work overtime on Saturday will be paid one and a half times his/her regular rate of pay. An employee who is required to work overtime on a Sunday will be paid twice his/her regular rate of pay.

8.04 Overtime shall be distributed by the Food Service Director 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, excluding substitutes, who is "called in" to work at a time before his or her regular scheduled shift with less than eight (8) hours notice and who works the requested time shall be paid at one and one-half times their normal hourly rate for actual time worked up to the start of their normal schedule.

8.06 If an employee, excluding substitutes, is called into work for an activity which was not regularly scheduled as part of his or her work week and which does not qualify as a "call in" pursuant to Article 8.05, said employee shall be paid a minimum of two (2) hours.

ARTICLE 9: BONUS PAY

9.01 Bonus pay will be awarded as set forth in this Section to any employee who uses fewer than two (2) sick days per bonus pay period during the school year. The two bonus pay periods will run from August 15 through January 31 and from February 1 through the end of the school year. All bonus pay shall be at the employee's regular rate of pay at the time of the bonus pay distribution.

0 sick days used = 2 days of bonus pay
½ or less sick day used = 1 ½ days of bonus pay
1 or less sick day used = 1 day of bonus pay
1 ½ or less sick day used = ½ day of bonus pay

Bonus pay shall be issued in the last pay period in February and the last pay period in June based on the employee's use of sick days in the prior bonus pay period. If an employee has used no sick days during either of the bonus pay periods for the school year, the employee will be paid a stipend of one hundred ($100) dollars. Employees who use any sick days during the year, except as provided in Article 14.02, shall not get the additional one hundred ($100) dollar stipend, even if they are eligible for bonus day pay under the terms of this Article and Section.

ARTICLE 10: LONGEVITY

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

After completing ten consecutive years of service	$ 800
After completing twenty consecutive years of service	$1,100

ARTICLE 11: CONTRACT YEAR

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

11.02 Reemployment contracts for subsequent years 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 30.

ARTICLE 12: DISCIPLINE

12.01 Employees hired for a permanent position shall be probationary employees for the first sixty (60) working days following the first day they begin work. Probationary employees may be disciplined or terminated at the sole discretion of the District or its representatives.

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

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. In cases involving suspensions or discharges, written notice will be issued within 24 hours of the discipline being invoked.

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 Director of Human Resources or designee's conclusion that charges of a serious nature have been confirmed.

12.05 An employee who is being interviewed concerning matters for which disciplinary action is being considered may have a Union representative present at the interview. The meeting at which the interview occurs shall be held within five (5) working days following the District's request for the meeting.

ARTICLE 13: FILLING OF VACANCIES

13.01 Notices of all new or vacant food service positions contemplated beyond a period of thirty (30) days shall be posted on the staff bulletin board for a minimum of five (5) working days. A copy of the notice will also be mailed to the Food Service Workers Unit chairperson of Local 2232. Notices shall include a classification, title, accurate and complete job description, 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 employees shall have the opportunity to apply for such new or vacant position(s) in accordance with this Section. Any non-probationary employee shall have the right to an interview for the new or vacant position(s) if that employee submits a written request not later than ten (10) work days after the date the position is posted.

13.03 Any non-probationary employee who applies for such new or vacant position(s) and is selected to fill the new or vacant position(s) must accept and work the weekly work schedule posted for the new or vacant position(s).

13.04 New or vacant position(s) will be filled by non-probationary employee provided:

(a) He/she submits a written application within five (5) 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.

Where two or more employees are equally qualified, the senior employee will be awarded the position.

ARTICLE 14: HOLIDAYS

14.01 All employees shall be granted the following six (6) holidays with pay, provided the day falls within the employee's contracted work year: Labor Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day and Memorial Day. Employees shall be paid for the number of hours they would have normally worked on that day if school were in session. If the employee would not have normally been scheduled for that day, no paid holiday will be granted.

Employees who have signed a Summer Work Agreement will also be granted the Fourth of July holiday with pay provided that the day falls on a normally scheduled work day within the Summer Work schedule. The actual day scheduled for the Fourth of July holiday will be defined by the District's summer program calendar. Employees shall be paid for the number of hours they would have normally worked on that day pursuant to their Summer Work Agreements. If the employee would not have normally been scheduled for that day under his or her Summer Work Agreement, no paid holiday will be granted.

14.02 Beginning in the 2010-2011 school year, other days will be paid with sick/emergency/personal time when school is not held due to formally declared states of emergency. In order to be paid, the District must receive a waiver from the Department of Education authorizing the day does not need to be made up at a later point in time during the school year.

Employees who are eligible for sick/emergency/personal obligation days may use up to six (6) of their earned sick/emergency/personal obligation days for paid holidays including the following listed holidays, so long as any holiday taken is taken only on holidays that the school in question will be closed: Columbus Day, Veterans' Day, Martin Luther King, Jr. Day, Presidents' Day, the day before Christmas, and the first day of April vacation. Sick/emergency/personal obligation days used for holidays shall be requested in writing (e-mail is sufficient), deducted from the employee's accrued balance of days available and paid in the same pay period as the holiday falls, but shall not be counted in determination of bonus days as provided in Article 9. Sick/emergency/personal obligation days used for holidays cannot be paid or taken at a later date.

14.03 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 designated by the District. 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.

14.04 An employee who is required to work on a holiday as defined in Section 14.01 will be paid twice his/her standard wage rate.

ARTICLE 15: LEAVES

15.01 **Summer Leave**

A. The District may elect not to run a Summer Work Program or to issue Summer Work Agreements in any year at its discretion and, in that event, no summer leave ("Summer Leave") will be awarded. However, if the District elects to have a Summer Work Program and issues Summer Work Agreements, all provisions of this Agreement shall be considered in force for employees working under a Summer Work Agreement.

B. If the duration of any Summer Work Program and Summer Work Agreements issued therefore exceeds twenty (20) work days, employees who have signed a Summer Work Agreement and who have worked at least twenty (20) days will earn five (5) days of Summer Leave upon completion of the term of the Summer Work Agreement. Payment for Summer Leave days will be based upon the number of hours per day the employee was scheduled to work in accordance with his or her most recent Summer Work Agreement.

C. Summer Leave may be taken only on days that are not considered work days by the District. Days worked pursuant to a Summer Work Agreement are considered work days, however, employees who wish to use Summer Leave during the term of a Summer Work Agreement must request such leave at least three (3) work days before the requested leave is to begin to enable the District to locate a substitute for that employee. In the event there is a conflict in requested leave or the District is unable to locate a substitute for an employee who requests leave during Summer Work days, the request for leave may be denied.

D. Catering work performed during the summer is not considered part of a Summer Work Program. The provisions in Article 15 do not apply to, or become effective because of, any catering work that may be scheduled and performed during the summer.

15.02 **Bereavement Leave**

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

B. For the purposes of Section 15.02, "immediate family" shall include the employee's parents, spouse, mother and father in-law, children, sisters, brothers, step children and step parents.

C. In the event that a death occurs during an employee's summer 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 Summer Leave. Exceptions may be made at the discretion of the Director of Human Resources or designee.

15.03 **Civil Leave**

A. After completion of the probationary period, an employee shall be given time off without loss of pay or Summer 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 Leave and Personal Obligation/Emergency Leave**

A. During the first twelve (12) months of employment, employees who have completed the probationary period and are scheduled to work twenty-seven and one-half (27.5) or more hours per week shall earn one (1) sick leave day for every month worked. Employees may accrue up to ten (10) sick leave days during their first twelve (12) months of employment with the District.

B. After completing twelve (12) months of employment, employees who are scheduled to work twenty-seven and one-half (27.5) or more hours per week shall earn one (1) sick leave day for each pay period worked until the maximum of eleven (11) days has been earned during the contracted school year. Employees may accrue up to eleven (11) days of sick leave per year accruable to a maximum of 125 days.

C. Sick leave is only earned based upon time actually worked. Sick leave will not accrue during leaves of absence. Employees shall be paid for sick leave based upon the number of hours they would have normally worked on that day.

D. All employees shall receive an accounting of their accumulated sick leave time on each pay check stub.

E. An employee may utilize accumulated sick leave for the actual illness, injury or disability of the employee or his/her immediate family, or to attend doctor or dental appointments.

F. All non-probationary employees shall be awarded two (2) non-accruable personal/emergency days at the beginning of each contract year to be used for personal reasons during that contract year. There shall be no accumulating or carry over. Personal obligation days are for obligations of such a personal nature that it is essential for an individual to be absent from his or her duties. To the extent possible, personal commitments will be scheduled around the employee's work schedule. Personal days will not be taken for monetary gain or to simply have a day off from work. Personal days are not to be used to extend a weekend or school vacation.

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 to be used for something that is of a serious, compelling nature that develops suddenly, that demands immediate attention and that is beyond the control of the employee. It is something that can not be scheduled outside of the employee's work schedule.

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

If the employee's supervisor does not agree that the explanation meets the intent of this section, he or she will notify the employee in writing of the reason for denial. The decision of the Supervisor is subject to the grievance process outlined in Article 23 of this Agreement.

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

G. For the purposes of Section 15.04, "immediate family" shall include the employee's spouse; mother or

father (or one who stood in loco parentis); or son, daughter, adopted child, foster child, step child or legal ward under the age of eighteen or age eighteen or older if unable to care for him/herself.

H. If an employee will be unable to work, the employee must notify and give a reason to his/her supervisor and notify the Food Service Director as soon as possible or within at least one (1) hour before the time set for the beginning of his/her shift start. Leaving a message on a home or cell phone is adequate.

I. If Summer Leave is applicable as defined in Section 15.01 of this Agreement, and an employee becomes ill while on Summer Leave, the employee may substitute accrued sick leave for Summer Leave upon presentation of a physician's certificate of illness.

15.05 **Separation Benefit**

A. Any employee who leaves the District in good standing after five (5) years of continuous service and who has given two (2) weeks notice to the District shall receive an amount of pay equal to 100% of the unused sick leave up to a maximum of 75 days. This provision to increase the maximum number of days paid from 50 to 75 is in effect only in the event the District privatizes the Food Service program, with an effective date of July 1, 2015. If the District does not privatize, this provision reverts back to 50 days upon the termination date of this agreement (June 30, 2015).

B. Any employee who leaves the District in good standing after twenty (20) years of continuous service and who has given two (2) weeks notice to the District shall receive an amount of pay equal to 100% of the unused sick leave up to a maximum of 100 days.

C. If an employee dies while employed in good standing by the District, the District shall pay an amount equal to 100% of the unused sick leave balance at the time of death, if any, up to a maximum of 100 days, to the following:

1. A named beneficiary, if the employee has filed one, or
2. If no names beneficiary has been filed, to the estate of the deceased employee

15.06 **Child Bearing Leave**

A. After completion of the probationary period, a paid leave of absence of up to forty (40) consecutive work days may be granted to an employee for the purpose of child bearing. Days of paid leave shall be deducted from sick leave and the total number of paid leave days granted under this Section A shall be limited to the number of days of sick leave the employee has accrued. Employees who wish to take such leave shall notify the Director of Human Resources or designee 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 or designee 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 District notice of such intent at least thirty (30) days prior to the termination of leave.

15.07 **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 ten (10) 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 Summer 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.

15.08 **Unpaid Leaves of Absence**

A. Other leaves of absence, without pay, may be granted by the Superintendent. Employees requesting such leave shall submit a written request to the Superintendent as soon as practical, but in no event later than sixty (60) days prior to the date a leave is to commence, except in the case of an emergency.

B. An employee on any leave authorized pursuant to the terms of Section 15.07 shall be given a written statement of the type and duration of said leave.

C. An employee who takes leave shall be returned to a position which is comparable to the position formerly held. If the leave has been for six (6) months, or less, there will be no reduction in pay or seniority and all rights and seniority shall be received as if the employee had been actively employed during the leave. If the leave is longer than six (6) months, all rights shall be reinstated, except that experience level credit will not be given for leave time. Such an employee may pay the cost of his/her insurance coverage in order to remain in the group plan while on leave, except as may otherwise be required by the Family and Medical Leave Act for any portion of the leave which may be covered by that Act.

D. Should an employee decide to terminate employment at the end of leave, he/she will give the Superintendent 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.

15.09 **Replacement Employees**

A. If no qualified substitute agrees to assume the duties and schedule of an employee on a leave of absence, 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 workers for up to six (6) months of their employment as defined in Article 1.02,B. Thus,

replacement workers 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 22 of this Agreement shall not apply to a replacement employee whose employment has been terminated.

B. A substitute who assumes the duties and schedule of an employee on a leave of absence will maintain his or her status as a substitute pursuant to the terms of this Agreement and shall not be considered a replacement employee.

C. If a substitute who has assumed the duties and schedule of an employee on a leave of absence is, as a result of his or her assumed responsibilities during the leave of absence, either (1) called into work at a time other than his/her scheduled shift or (2) called into work for an activity which was not regularly scheduled as part of his or her work week and does not qualify as a "call in" pursuant to Article 8.05, that substitute shall be eligible for payment in accordance with Articles 8.05 and 8.06 of this Agreement.

D. Employees other than substitutes who assume the duties and schedule of an absent employee shall, from the first day of said absence and for all consecutive work days thereafter in said leave of absence, be paid at his/her own rate or at his or her current step in the wage classification of the assumed position, whichever is higher.

E. A substitute who assumes the duties and schedule of an employee on a leave of absence of undetermined length shall, beginning on the sixth (6th) consecutive work day and for all consecutive work days thereafter in said leave of absence, be paid at his/her own rate or at the same step in the wage classification of the assumed position, whichever is higher.

F. A substitute who assumes the duties and schedule of an employee on a leave of absence known to be of more than five (5) consecutive work days in length shall, from the first day of said leave of absence and for all consecutive work days thereafter in said leave of absence, be paid at his/her own rate or at the same step in the wage classification of the assumed position, whichever is higher.

ARTICLE 16: INSURANCE

16.01 Health, dental, disability, and life insurance benefits become available to employees who are scheduled to work thirty (30) or more hours per week as provided in Article 16 following completion of the probationary period.

16.02 **Health Insurance**

A. The District will offer employees who were eligible for benefits pursuant to Section 16.01 prior to July 1, 2006 one medical benefit plan: Consumer-Driven Health Plan (CDHP) single, two person or family.

The District will offer employees who became eligible for benefits pursuant to Section 16.01 after July 1, 2006 a single membership in one medical benefits plan: Consumer-Driven Health Plan (CDHP). The CDHP benefit summary is attached as Exhibit D.

B. Eligible employees (those hired before July 1, 2013) who elect to enroll in the CDHP Plan will contribute the following toward the plan:

a. For the duration of this Agreement, the District will contribute 100% and the bargaining unit member will contribute 0% of the audited annual cost of the CDHP Plan subscribed to by the bargaining unit member.

b. Those hired after July 1, 2013, will contribute 20% of the audited annual cost of the CDHP Plan and the District will contribute 80%.

c. Current employees who are not now eligible, but become eligible during the term of this agreement will contribute 5% of the audited annual cost of the CDHP Plan and the District will contribute 95%.

D. **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.

E. Each year the District will conduct a study of actual costs of health insurance claims and administrative costs to Blue Cross Blue Shield and will make an accurate determination of the actual premiums that would have otherwise been adequate to cover the costs. The Union has the right to participate in this audit and shall receive a copy of the audited analysis.

F. The employee's contribution for medical benefits will be provided through payroll deduction in equal installments though 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, 1995, the District will file with the Internal Revenue Service to qualify all other allowable benefit contributions as pre-tax deductions pursuant to Section 125 of the Internal Revenue Code.

16.03 **Dental Insurance**

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

16.04 **Disability Insurance**

The District will purchase long-term disability and accident insurance coverage on all employees who are scheduled to work thirty (30) hours or more per week. Disability coverage will provide 66.6% of basic monthly earnings, subject to the terms of the District's policy (See **Exhibit F**) .

16.05 **Life Insurance**

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

16.06 **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: MISCELLANY

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.

17.02 All employees will be required to attend *Serving It Safe* sanitation and safety workshops provided by the District. All Head Cooks, Assistant Head Cooks, and elementary cooks are required to pass and hold Serve Safe certification. Employees shall be paid to attend all workshops required by the District. The cost of all certifications and workshops shall be paid for by the District. 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.

17.03 Each food service employee who works five (5) or more consecutive hours per day is entitled to one break/meal per scheduled work day to be consumed at school at a time designated by the Head Cook. Employees who work less than five (5) hours per day are entitled to one (1) unpaid 15 minute break/meal to be consumed at a time designated by the Head Cook.

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 Food Service Director or Director of Human Resources or designee up to $1,500 for each year for the entire bargaining unit. An employee may request of his/her supervisor the opportunity to attend work-related workshops. The Food Service Director shall make employees aware of any workshop opportunities s/he is aware of in a timely fashion.

ARTICLE 19: PHYSICAL EXAMINATIONS

19.01 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.

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

ARTICLE 20: EVALUATIONS

20.01 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.

20.02 The District shall perform annual performance evaluations. (See Performance Evaluation Forms attached as **Exhibits G and G[1]**). Step increases shall be awarded only after satisfactory completion of a performance evaluation.

ARTICLE 21: SENIORITY

21.01 Seniority shall be determined by the most recent date of hire.

21.02 In the event of a tie in seniority, the sum of the numbers in each employee's social security number shall determine his or her seniority. The employee with the lowest sum shall be considered the more senior employee.

ARTICLE 22: LAY-OFFS

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

1. Probationary part-time employees
2. Probationary full-time
3. Permanent part-time employees
4. Permanent full-time employees

22.02 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.

22.03 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.

22.04 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.

22.05 The District will notify the Union of all job eliminations.

22.06 In the event of a planned reduction in hours from one school year to the next or the elimination of a position, the District will advise the Union and all employees in the affected classification of the planned reduction or elimination. If, within the affected classification, an employee has his or her hours reduced or position eliminated and that employee has more seniority than another employee, the Food Service Director will reassign that employee within the same classification. The Food Service Director will assign that employee to assure that the reassigned employee maintains as many of their previously scheduled hours per week as possible.

ARTICLE 23: GRIEVANCE PROCEDURE

23.01 **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.

23.02 **Procedure**

A. An employee with a grievance shall first discuss it with the Food Service Director in an attempt to resolve the matter mutually at that level. A decision will be rendered by the Food Service Director within five (5) work days.

B. If the aggrieved person is not satisfied with the informal resolution of the grievance by the Food Service Director, or if no decision has been rendered within five (5) work days, the employee with a grievance shall submit the grievance in writing to the Food Service Director. The Food Service Director shall meet with the employee within five (5) work days after receiving the written grievance.

C. If the aggrieved person is not satisfied with the disposition of the grievance by the Food Service Director, or if no decision has been rendered within five (5) work days after his/her first meeting, the employee shall notify the Union within five (5) work days if he/she wishes to proceed with the grievance. If the Union determines that the matter should be appealed, a written grievance shall be filed with the Director of Human Resources within five (5) work days. The Director of Human Resources shall meet with the employee, a representative of the Union, and the Food Service within five (5) work days after receiving the written grievance and shall communicate his/her decision in writing to the aggrieved person, the Union and the Food Service Director within five (5) work days after the meeting.

D. If the aggrieved person is not satisfied with the disposition of the grievance by the Director of Human Resources, he/she shall notify the Union within five (5) work days after receipt of the Director of Human Resources' decision. If the union determines that the matter should be arbitrated, it shall so advise the Director of Human Resources in writing within ten (10 working days of the receipt of the employee's request.

E. The parties will hereby designate a mutually agreed upon arbitrator for the resolution of grievances.

F. Within ten (10) work days of notification to the Director of Human Resources 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.

G. The arbitrator who is available on the earliest date, which is mutually convenient for the parties, shall be selected to arbitrate the grievance. Following selection of the arbitrator, the District shall request that the arbitrator meet with the employee and representatives of the Union and the District to resolve said dispute within the terms of this Agreement.

H. 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 decision of the Director of Human Resources 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.

I. The arbitrator shall prepare a written decision and no appeal thereafter shall be permitted.

J. The cost of arbitration, including arbitrator's fees and reasonable expenses, shall be born equally by the District and the Union.

K. No reprisals of any kind will be taken by the District or the Union against any party in interest or other participant in the grievance procedure. 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.

L. Forms for the grievance procedure will be jointly prepared by the Director of Human Resources and the Union and given appropriate distribution.

M. 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.

N. A grievance involving a group of employees from different buildings may be submitted in writing by the Union 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) it were a group of individual grievances, all of which had been processed through the preliminary steps described in this Agreement.

O. A grievance involving the discharge of an employee shall be submitted in writing by the Union directly to the Director of Human Resources.

P. Time limits for the processing of grievances may be extended by mutual agreement, in writing, executed by both parties.

ARTICLE 24: SEPARABILITY

24.01 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.

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 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.

CONCORD SCHOOL DISTRICT

Date: 9-3-13

By: _____

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

Date: 9-4-13

By: _____
Its

Exhibit A
Application For Membership/Dues Deduction Authorization Form

A-57-58 Rev. 5/2007

APPLICATION FOR MEMBERSHIP

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

Date _____

Name _____ Local # _____ Unit # _____

Address _____ City _____ State _____ ZIP _____

Tel # _____ Dept _____ SSN/Ee # _____

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

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

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

Applicant's Signature _____

Witness _____

AUTHORIZATION FOR CHECK-OFF OF DUES

TO THE _____ COMPANY Date _____

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

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

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

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

_____
Type or print name of Employee here

_____
Signature of Employee here

_____
Address of Employee

_____
City State Zip

_____
Date of Signature Employee Clock Number Soc. Sec. #

_____
Date of Delivery to Employer

A-57-58 Rev. 5/2007

Exhibit B

Direct Deposit Authorization

CONCORD SCHOOL DISTRICT

DIRECT DEPOSIT ENROLLMENT FORM

SIGN UP TODAY!

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

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

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

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

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

Action Requested: Enroll Direct Deposit ☐ Change Distribution ☐ Cancel Direct Deposit ☐

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

_____ **Primary Financial Institution**	Checking ☐ Savings ☐ (Please check only one)	_____ **Account Number**	**100% of Net**
_____ **Second Financial Institution**	Checking ☐ Savings ☐ (Please check only one)	_____ **Account Number**	$_____ **Fixed Amount**
_____ **Third Financial Institution**	Checking ☐ Savings ☐ (Please check only one)	_____ **Account Number**	$_____ **Fixed Amount**
_____ **Fourth Financial Institution**	Checking ☐ Savings ☐ (Please check only one)	_____ **Account Number**	$_____ **Fixed Amount**

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

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

I have read and understood this form:

_____ EMPLOYEE NAME (Please Print)

_____ SCHOOL / DEPARTMENT

_____ SIGNATURE

_____ DATE

For Office Use Only

Date Form Rec'd._____

Date Processed_____

Processed by _____

Returned to Employee for more information.

Notes:

Exhibit C
Salary Scale

	2013 - 2014 Salary Scale Step												
Classification*	1	2	3	4	5	6	7	8	9	10	11	12	13
I	$11.31	$11.66	$11.99	$12.34	$12.68	$13.01	$13.35	$13.70	$14.03	$14.37	$14.71	$15.05	$15.39
II	$12.37	$12.74	$13.11	$13.48	$13.86	$14.22	$14.59	$14.97	$15.44	$15.71	$16.08	$16.45	$16.82
III	$13.43	$13.84	$14.23	$14.65	$15.05	$15.44	$15.85	$16.26	$16.65	$17.06	$17.46	$17.87	$18.27
IV	$13.90	$14.32	$14.73	$15.15	$15.57	$15.99	$16.41	$16.82	$17.24	$17.65	$18.08	$18.48	$18.91

	2014 - 2015 Salary Scale Step												
Classification*	1	2	3	4	5	6	7	8	9	10	11	12	13
I	$11.48	$11.83	$12.17	$12.53	$12.87	$13.20	$13.55	$13.90	$14.24	$14.59	$14.93	$15.27	$15.62
II	$12.56	$12.93	$13.31	$13.69	$14.07	$14.43	$14.81	$15.19	$15.56	$15.94	$16.32	$16.70	$17.07
III	$13.63	$14.04	$14.44	$14.86	$15.27	$15.67	$16.08	$16.50	$16.90	$17.31	$17.72	$18.13	$18.54
IV	$14.11	$14.54	$14.95	$15.38	$15.81	$16.23	$16.66	$17.07	$17.50	$17.92	$18.35	$18.76	$19.19

***Classifications:**

I – Food Service Assistant Cooks

II - Asst. Head Cooks At RMS/CHS; St. John's School

III - Elementary Cooks at Abbot-Downing, Beaver Meadow, Broken Ground, Christa McAuliffe and Mill Brook

IV - Head Cooks - RMS/CHS

Head Cooks who are assigned in kitchens that satellite meals to other schools shall receive a stipend of one and one-half percent (1.5%) of their hourly rate.

No employee shall advance a step unless they receive a satisfactory or better job performance evaluation.

CDHP Choice Fund

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.

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.	**TOTAL COST** Employee: $1,250; Family: $2,500 20% Employee: $2,000; Family: $4,000 **Unlimited**
HEALTH REIMBURSEMENT ACCOUNT SCHOOLCARE embedded health reimbursement account to be used to pay for eligible out-of-pocket expenses during the plan year.	**SCHOOLCARE PAYS** Employee: $1,000; Family: $2,000
EMPLOYEE COST Deductible Out-of-Pocket Costs	**YOU PAY** Employee: $ 250; Family: $ 500 Employee: $1,000; Family: $2,000
PREVENTIVE CARE* Routine Physical Examination Routine Immunizations Well Child Care Routine Gynecological Exam (one per plan year) Mammograms Prostrate Cancer Screening Routine Eye Exam (one every 12 months for all ages) Discounts Available for Eyewear * Includes Naturopathic Services, Routine Laboratory and Diagnostic Testing	$0 $0 $0 $0 $0 $0 $0 $0
OTHER PHYSICIAN SERVICES* Office Visits and/or Office Surgery Maternity Care * Includes Naturopathic Services	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 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	Deductible, then 20% to the Out of Pocket Maximum

Exhibit D

CDHP Choice Fund

HEARING TESTS	Deductible, then 20% to the Out of Pocket Maximum
EMERGENCY & URGENT CARE Hospital Emergency Room Urgent Care Facility (Medically Necessary and Worldwide)	 Deductible, then 20% to the Out of Pocket Maximum Deductible, then 20% to the Out of Pocket Maximum
MENTAL HEALTH/SUBSTANCE ABUSE OUTPATIENT INPATIENT (prior authorization required) DRUG/ALCOHOL ABUSE (prior authorization required) (diagnosis, detox, rehab, and medical treatment)	 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
PRESCRIPTION DRUGS Retail: (30 day supply) through participating pharmacies Maintenance drugs (90 day supply) available only through mail order (CIGNA Home Delivery) (prior authorization required for some drugs)	(Generic*, Preferred Brand Name, Non-Preferred Brand Name) Deductible, then 10% to the Out of Pocket Maximum** Deductible, then 10% to the Out of Pocket Maximum** *Certain Preventive Generic Drugs, Retail or Mail Order: $0 **$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
CHIROPRACTIC CARE 20 days per person/per plan year	Deductible, then 20% to the Out of Pocket Maximum
ACUPUNCTURE* 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 *(accidents only)* REMOVAL OF BONEY IMPACTED WISDOM TEETH SKILLED NURSING CARE *(100 days per person/per plan year maximum)* AMBULANCE *(if medically necessary)* 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.
GOOD FOR YOU ! BY **SCHOOLCARE** Health and Wellness Incentives, Employee Assistance Program	Covered

Exhibit D

DELTA DENTAL

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

SAU #08 Concord School District

Group Number: 146

Diagnostic/Preventive Coverage A	Basic Coverage B	Major Coverage C
Deductible: There is no deductible applied to your program		
Covered at *100%	**Covered at *100%**	**Covered at *50%**
Diagnostic: Evaluations - once in a 6-month period X-rays (Complete series or panoramic film) once in a 3-year period Bitewing x-rays once in a 12-month period X-rays of individual teeth as necessary' Oral cancer screening once in a 12- month period **Preventive:** Cleanings once in a 6-month period Fluoride once in a 12-month period to age 19 Space maintainers to age 16 Sealant application to permanent molars, once in a lifetime per tooth for children to age 15	**Restorative:** Amalgam (silver) fillings Composite (white) fillings (anterior teeth only) **Oral Surgery:** Surgical and routine extractions **Endodontics:** Root canal therapy **Periodontics:** Periodontal maintenance (cleaning) Only one cleaning is covered in a 6-month period; this can be routine (Coverage A) or Periodontal (Coverage B), but not both. Treatment of gum disease **Denture Repair:** Repair of a removable denture to its original condition **Emergency Palliative Treatment**	**Prosthodontics:** Removable and fixed partial dentures (bridge); complete dentures Rebase and reline (dentures) Crowns Onlays Implants
Contract Year Maximum: $1,000 per person (Coverages A, B and C combined) beginning each July 1st.		

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

Effective 07/2013

Exhibit F
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 three thousand five hundred dollars ($3,500) per month.

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

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

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

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

d. accumulated sick leave from the District,

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

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

a. Intentionally self-inflicted injuries.

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

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

Exhibit G

Food Service Assistant Performance Evaluation

Name: School:

School Year: Position:

Date of Conference:

	Commendable	Above Average	Average	Needs Improvement	Unsatisfactory
Job Skill					
➢ Completes work schedule within given timeframe					
➢ Prepares all products uniformly. Follows proper portioning guides					
➢ Keeps work station clean					
➢ Has shown considerable effort in achieving goals (if applicable)					
➢ Performs accurate cash counts					
Team Spirit					
➢ Demonstrates spirit of willingness and teamwork					
➢ Offers new ideas regarding work and marketing of the program					
➢ Willingly accepts new suggestions regarding work performance					
Sanitation					
➢ Follows safety and sanitation regulations as instructed, including proper hand washing techniques					
➢ Assists with keeping hot foods hot and cold foods cold					
Care of Equipment					
➢ Keeps equipment clean and returns everything to the proper place					
➢ Knows correct way to operate ovens, steamers, mixers and other appliances, including computer system as needed					
Safety					
➢ Works safely and is safety conscience					
➢ Reports hazards that may cause an accident					
Appearance					
➢ Personal cleanliness					
➢ Follows uniform code					
Attendance					
➢ Prompt and dependable					
➢ Attends mandatory meetings					
Customer Service					
➢ Serves food in a timely and friendly manner					
➢ Assists with attractive serving line set-ups					

Summary Comments by Food Service Director:
Professional Plans & Goals: All employees are encouraged to set at least 1 but no more than 3 goals to strive for in the ensuing year.
Employee Comments:

Overall Performance of Employee is: _____Satisfactory _____Unsatisfactory

Signature of Employee:_____ **Date:**_____

I have discussed this evaluation with my supervisor and although I may or may not agree with the results, I acknowledge I have received it.

Signature of Supervisor:_____ **Date:**_____

Exhibit G[1]

Food Service Cook Performance Evaluation

Name: School:

School Year: Position:

Date of Conference:

	Commendable	Above Average	Average	Needs Improvement	Unsatisfactory
Food, Orders, Deliveries, Inventory					
➢ Prompt and accurate food orders					
➢ Neat and accurate paperwork (inventories, orders, etc.)					
➢ Maintains adequate inventory					
➢ Checks in all of daily, weekly or monthly deliveries					
Food Production and Food Service					
➢ Forecasts accurate quantities to prepare					
➢ Organizes food preparation, insuring the use of accurate measurements and recipes					
➢ Uses batch cooking techniques					
➢ Monitors temperatures during meal service					
➢ Completes accurate production records					
➢ Completes work schedule within given time frame					
➢ Performs special functions & related duties when assigned					
➢ Controls proper storage of food to prevent waste and maximize stock rotation					
Sanitation					
➢ Follows health department regulations, including proper hand washing techniques					
➢ Completes and maintains proper temperature charts					
➢ Maintains clean cooking, storage and serving areas					
➢ Instructs staff on proper sanitation practices as indicated					
Computer System					
➢ Maintains accurate student accounts					
➢ Cash management is accurate and appropriate					
➢ Completes daily routines within time schedule					
Safety					
➢ Works safely and is safety conscience					
➢ Corrects and reports hazards that may cause an accident					
Appearance					
➢ Personal cleanliness and neatness is appropriate					
➢ Follows uniform code					
Attendance					
➢ Prompt and dependable					

Exhibit G[1]

	Commendable	Above Average	Average	Needs Improvement	Unsatisfactory
Team Spirit					
➢ Actively markets and promotes the Food Service program					
➢ Cooperates with administrators and faculty					
➢ Fosters a friendly atmosphere for students and staff					
➢ Consults with Food Service Director when questions arise					
Professional Development					
➢ Participates in workshops, food shows and seminars as requested					
➢ Participates in monthly head cook meetings					
➢ Has shown considerable effort in achieving goals					
Team Building					
➢ Maintains good working environment					
➢ Organizes kitchen schedule for efficient food production and fair distribution of workload					
➢ Participates in evaluations of employees					

Summary Comments by Director of Food Service:

Professional Plans & Goals:
All employees are encouraged to set at least 1 but no more than 3 goals to strive for in the ensuing year.

Employee Comments:

Overall Performance of Employee is: _____Satisfactory _____Unsatisfactory

Signature of Employee:_____ **Date:**_____
I have discussed this evaluation with my supervisor and although I may or may not agree with the results, I acknowledge I have received it.

Signature of Supervisor:_____ **Date:**_____

CONCORD SCHOOL BOARD

AND

UAW FOOD SERVICE, LOCAL 2232

July 1, 2013 – June 30, 2015

SIDE BAR AGREEMENT

The Concord School District ("District") and the UAW and its Food Service Local 2232 agree:

1. 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; and

2. To establish a committee of CSD and UAW Food Service representatives to review the outdated wording in the current collective bargaining agreement between the parties for possible mutually-acceptable housekeeping corrections.

Chair
UAW Food Service

9-4-13
Date

President
Concord School Board

9-3-13
Date

CONCORD SCHOOL BOARD

AND

UAW FOOD SERVICE, LOCAL 2232

July 1, 2013 – June 30, 2015

SIDE BAR AGREEMENT

The Concord School District ("District") and the UAW and its Food Service Local 2232 agree:

1. The School District shall notify the bargaining unit leadership its intent to privatize the Food Service Program during the term of this agreement by no later than January 1, 2015.

2. If the decision to privatize is made, the District agrees to the Separation Agreement provision as noted in Section 15.05 A

Chair
UAW Food Service

9-4-13
Date

President
Concord School Board

9-3-13
Date