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**MASTER COLLECTIVE BARGAINING AGREEMENT**

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between

CONCORD SCHOOL DISTRICT

*and*

MAINTENANCE / TRANSPORTATION ASSOCIATION (MTA)

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**July 1, 2021 – June 30, 2024**

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I. CONTRACT

THIS CONTRACT, developed and agreed to by the Concord School District, hereinafter called the "District", and the Maintenance Transportation Association (MTA), hereinafter termed the "Association", is in force for the years beginning July 1, 2021, and ending June 30, 2024.

**CONCORD SCHOOL DISTRICT**

**MAINTENANCE TRANSPORTATION ASSOCIATION  
(MTA)**

By:   
Jim Richards  
School Board President

By:   
Gary Ford  
MTA President

Date: 1/4/2021

Date: 1/4/2021

## II. RECOGNITION

### a. *Association Rights*

- i. The employer agrees that it will in no way discriminate against or between bargaining unit members because of their race, creed, religion, color, national origin, age, sex, marital status, disability, sexual orientation, or Association membership.
- ii. The bargaining unit member shall have the right to review the contents of his/her personnel file and to have a representative of the Association and the District accompany him/her. The bargaining unit member may submit a written notation regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When a bargaining unit member is requested to sign material placed in the file, such a signature shall be understood to indicate his/her awareness of the material but shall not be interpreted to mean agreement with the content of the material.
- iii. The Association shall schedule the use of the school building with the supervisor at reasonable times without cost for the meetings.
- iv. The Association will be given an opportunity to present reports and announcements at building and/or District meetings.
- v. The Association will have the right to post notices pertaining to its activities and matters of concern on the bulletin board and shall have the use of the inter office mail system.

### b. *Management Rights*

- i. 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 except as modified by this Agreement.

## III. HIRING AND LAYOFFS

### a. *Employee Agreement – Criminal Records Check*

- i. The following statement will appear on all individual Employee Agreements entitled, "*Provisional Employee Agreement For Maintenance/Transportation Staff*": This Agreement may be terminated prior to its expiration date, if the Maintenance/Transportation employee 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

compensate the employee for services up to the effective date of termination, but shall not be otherwise liable to the employee.

*b. Probationary Period*

- i. All newly hired employees shall be placed on a six (6) month probationary period of employment. For the first sixty (60) calendar days of the probationary period, newly hired employees shall not receive health insurance and leave benefits as specified in this Agreement. If the individual hired is currently an employee of the District and member of the bargaining unit on contract and in good standing, with more than sixty (60) days of employment, the probationary period described above shall not apply. If at the end of the six (6) month probationary period the employee's performance is rated as unacceptable, then the employee shall be terminated without regard to the evaluation procedures described above. If the employee is rated acceptable, then he/she will be given a contract and benefits in accordance with this Agreement for the balance of the work year and shall receive leave benefits in accordance with this Agreement retroactive to their date of hire.

*c. Temporary Employees*

- i. Temporary employees include all personnel hired by the District for six (6) months or less. Temporary employees shall not be considered members of the Association. A vacancy caused by an employee taking an approved leave of absence shall be filled by a temporary employee unless the leave exceeds six (6) months. If the leave exceeds six (6) months, the vacancy will be filled by an employee on a contract with a defined period of employment who will be subject to the probationary period in Article II.C.

*d. Reduction-In-Force*

- i. When a reduction-in-force is necessary, based on budget constraints, reorganization of staff, or any other reason deemed appropriate by the School Board, the following reduction in force procedure will be used:
  1. As soon as it is determined that a reduction-in-force becomes necessary the President of the Association will be notified in writing, specifying the nature of the proposed reduction.
  2. Reductions will first be accomplished by attrition (resignations, retirements, refusal to contract).
  3. Layoffs will be in the inverse order of seniority within this bargaining unit or for a specific job classification and/or area of certification. Seniority is defined as total years of service (complete years plus fraction thereof) in the MTA bargaining unit. In the event of a tie, total District seniority shall be used to determine most/least senior.
  4. At the time of layoff, employee will be paid any accrued time due as per CBA

5. Should a tie exist after the process in Paragraph C has been completed, the Association, the District, and, if possible, the affected employee(s) shall jointly conduct a lottery to determine the employee(s) with greatest service. The lottery (coin toss) will be held in conjunction with the Director of Human Resources, MTA Leadership and the affected employee(s).
6. The district will reinstate employees in the inverse order of their being laid off, with no loss of credit for previous years of service.
7. No new employees shall be hired for any vacancy while there is laid off personnel available and qualified to fill those positions.
8. Impacted employees will be placed on a recall list for a period of twelve (12) months.
9. Staff shall be responsible for notifying the Director of Human Resources and the Association in writing of their current addresses. Recall notices shall be mailed certified, return receipt requested.
10. If a position for which the laid off employee is qualified becomes available, the Director of Human Resources will contact that employee with an offer of employment.
11. The employee will have ten (10) business days to accept or decline the offer of employment.
12. If the employee refuses the offer, he/she will be removed from the recall list.
13. If the employee accepts the offer, he/she will assume their original date of hire with no loss of credit for previous years of service, less the time the employee was laid off. Employees shall retain previous seniority.

#### IV. WAGES AND REIMBURSEMENTS

##### *a. Salary Schedule*

- i. The salary and classification schedule for all employees covered by this Agreement is set forth in Appendix A, which is attached hereto and made a part hereof. New hires may be placed on the salary schedule at a level determined by the District provided that the District's placement does not exceed the employee's relevant job experience.

##### *b. Steps*

- i. An employee must have completed sixty (60) days of employment with the District by July 1 to be eligible to receive a step increase.

##### *c. Call-in Pay*

- i. Any employee called in or called back to work by the District for emergency reasons at any time other than regular shift shall receive a minimum of three (3) hours pay at their prevailing rate.

d. *Overtime*

- i. It is the expectation of the District that employees of the bargaining unit will make themselves available for overtime in emergency situations and on an as needed basis. The District will provide cell phones and pagers to certain employees to facilitate communication and availability in the event of an emergency without restricting the employee's ability to engage in alternative activities when they are not at work in the District. Overtime is defined as authorized work in excess of forty (40) hours in one week. Paid holidays, vacation, and bereavement time shall count as hours worked. Employees shall be paid one and one-half (1.5) times their hourly rate of pay for all hours worked in excess of forty (40) in one week. Work performed on Sunday shall be paid at twice their hourly rate of pay.

e. *Bonus Days*

- i. Bonus pay equal to their current daily rate will be paid to any employee who uses fewer than thirty-two (32) sick hours in each six (6) month period between July 1 to December 31, and January 1 to June 30th. Bonus pay will be paid at the following rates:

If only use...sick hours	then earn...days pay
00.00 – 11.75	2.0
12.00 – 19.75	1.5
20.00 – 27.75	1.0
28.00 – 32.00	0.5

- ii. Bonus pay will be paid at the conclusion of each six (6) month period, but no later than the 2nd pay period in the following month. In lieu of bonus pay, employees may choose to add to their vacation accrual the same amount of days that they would be eligible to be paid for. Employees may not receive any combination of bonus pay and added vacation days in excess of the formula described above. Newly hired employees may earn one (1) bonus day for using zero sick days during the first three (3) months of employment, which may be added to their vacation accrual, but may not receive any bonus pay except at the intervals described above. If a new employee chooses to add a vacation day in lieu of bonus pay after three (3) months, he or she will only be eligible to receive pay or vacation days to equal up to one (1) additional day at the conclusion of the next six (6) month period.

f. *Longevity Payments*

- i. A bonus for length of service shall be paid to employees who work at least thirty (30) hours per week and have satisfied the following service requirements: \$800 after ten (10) years of employment, \$950 after 15 years of service, and \$1,300 after twenty (20) years of employment. Longevity payments will be paid in a separate check in the last pay period of November. In the first year of their 10th,



15th, and 20th years of service payment, the payment will be based on their anniversary date of hire and prorated.

*g. Licenses*

- i. The District shall reimburse employees for the cost of keeping current all applicable licenses required by the District.

*h. Paid Holidays*

- i. All employees are eligible for the following holidays with pay provided the day falls within the employees contracted year: Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and the day after, 3 paid holidays during the Christmas break, New Year's Day, Martin Luther King Jr. Civil Rights Day, President's Day, and Memorial Day. If a holiday falls on a weekend or when school is in session, the District shall designate a substitute day for the holiday. If the District requests that an employee work on a holiday, the employee will be paid double time. 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.

*i. Footwear and Uniforms*

- i. Employees shall be allowed an annual allotment of up to \$300 to purchase footwear and/or appropriate work-related clothing. One (1) pair of footwear is permitted per contract year. In addition, if needed, on an annual basis, the District will supply each employee in this group up to three (3) tee shirts, two (2) collared (polo) shirts and three (3) sweatshirts. Once during the three-year term of this agreement, and if needed, the District agrees to provide one (1) winter jacket. Bus Mechanics will receive eleven (11) uniforms consisting of eleven (11) shirts and eleven (11) pants to be provided and maintained (laundered) by an outside vendor at District expense. Requests for reimbursement must be received by April 30<sup>th</sup> each year of this agreement.

*j. Stipends*

- i. Bus Mechanic (\$1,500) – An annual stipend of \$1,500 shall be paid to the bus mechanic responsible for developing a comprehensive vehicle maintenance program, including but not limited to, scheduling work orders, maintaining a vehicle and parts inventory and handling any related paperwork and records, to include electronic records.
- ii. Bus Mechanic (\$750) – An annual stipend of \$750 shall be paid to bus mechanics who are responsible for state inspections of and placement of state inspection stickers on buses. Should it be determined at a later point in time and for whatever reason that this responsibility no longer rests with the District's bus mechanics, this stipend will cease. This stipend will be paid

in two installments – first pay period in December and first pay period in June of each year.

- iii. Head of Plow Crew (\$1,500) – An annual stipend of \$1,500 shall be paid to any member of the bargaining group who assumes the role of head of the plow crew. If no member of this group is willing to assume this role, the stipend may be offered to another District employee for the same service. This stipend will be paid in two installments – first pay period in January and first pay period in March of each year.
- iv. Field Trip Coordinator (\$2,000) – An annual stipend of \$2,000 shall be paid to the Field Trip Coordinator for being available to answer calls from bus drivers and others whenever District buses are in use, to receive calls whenever calls are made to adjust trip or drivers' schedules, and to take the necessary responsive action.
- v. Category II Supervisors (\$835) – Category II employees who are assigned duties designated by the District as supervisory will receive a stipend of \$835 for so long as they are assigned supervisory duties.
- vi. Category II Certifications & Licenses (\$835) – Category II employees who earn and maintain three (3) job-related certifications or licenses which are needed by the District and approved in writing in advance by the employee's immediate supervisor, will receive a stipend of \$835 for so long as they maintain those three (3) required and approved certifications or licenses.
- vii. Master (\$1,500) – Master employees who earn and maintain two (2) licenses, which are required by the State and approved in writing in advance by the employee's immediate supervisor, will receive a stipend of \$1,500 for so long as they maintain those two (2) required and approved licenses. All employees with this status as of July 1, 2009 will have immediate access to this stipend.
- viii. Unless otherwise noted, all stipends are paid throughout the year in 26 installments.

## V. INSURANCE BENEFITS

### a. Health

- i. The District will offer all bargaining unit members health insurance coverage in either a single, 2-person or family Consumer-Driven Health Plan (CDHP).
- ii. The District and the bargaining unit member will contribute the following amounts toward the cost of medical benefits for eligible bargaining unit members who elect to enroll in the CDHP based upon the audited annual cost of the plan subscribed to by the bargaining unit members (i.e., single, 2-person, family) as

that cost is determined by the District on or before September 1st of each year:

- iii. For those enrolled in a District health plan on June 30, 2015 and hired prior to July 1, 2015:
  - 1. For all three (3) years of this agreement, the District will contribute 90% and the bargaining unit member will contribute 10% of the audited annual cost (premium) of a single plan subscribed to by the bargaining unit member.
  
- iv. For those hired on or after July 1, 2015:
  - 1. For all three (3) years of this Agreement, the District will contribute 80% and the bargaining unit member will contribute 20% of the audited annual cost (premium) of a single, 2-person or family plan subscribed to by the bargaining unit member.
  
  - 2. It is agreed that the District may, in its sole discretion, with reasonable notice in advance to the Association, obtain such insurance from a different carrier, provided that it is mutually agreed that the benefits are comparable with those benefits provided by a SchoolCare/Cigna Consumer-Driven Health Plan (CDHP).
  
- v. In the event that, the health insurance plan under this agreement is projected to trigger the so-called "Cadillac Tax", the parties agree to exchange proposals limited only to identifying a health insurance plan that complies with the Affordable Care Act (ACA) and that does not result in the imposition of the so-called "Cadillac 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 with a mutually acceptable arbitrator. In the event the parties cannot agree on an arbitrator, the NH Public Employees Public Relations Board (PELRB) will select. After hearing from both parties, the arbitrator will choose one of the two proposed plans. The District agrees to continue to contribute the same percentage rate of the yearly premium cost for the single, 2-person or family plan(s).
  
- vi. 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, 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.

- vii. Each year the District will conduct a study of actual costs of health insurance claims and administrative costs to the medical benefits plan provider 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.

*b. Wellness Program*

- i. 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. Declination Payment*

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

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

The declination payment will be made in two equal installments. One in the last pay period in December and one in the last pay period of May each contract year.

*d. Retiree Health Insurance*

- i. The District will contribute 55% toward the cost of health insurance for retired employees between the ages of 55 65 who have completed 15 continuous years of service immediately prior to retirement. Those who have retired prior to July 1, 2015 will be permitted to retain access to their existing health insurance plan (HMO, OAPIN). The Point of Service (POS) plan is not an available option for retirees effective July 1, 2015. Those who retire on or after July 1, 2015 will only be allowed access to the Consumer-Driven Health Plan (CDHP). For members with a district hire date on or after July 1, 2018 and new to the bargaining unit, they will not be eligible for this benefit.

*e. Dental*

- i. The District will offer bargaining unit members a single, two-person, or family Delta Dental plan (Appendix D). The District will pay 100% of the premium cost of dental insurance.

*f. Disability*

- i. The District will purchase long term disability insurance coverage for all employees who are on contract and work thirty (30) hours or more per week. Disability coverage will provide 66 2/3% of basic monthly earnings not to exceed \$3,500 per month, and subject to the terms of the District's insurance policy.

*g. Life*

- i. The District will pay for a \$50,000 term life insurance policy during the terms of this Agreement for each employee on contract scheduled to work thirty (30) hours or more per week. Both parties agree to abide by the terms and conditions of this coverage as administered by the life insurance carrier.

**VI. PROFESSIONAL DEVELOPMENT**

*a. Educational Incentive*

- i. The District agrees to provide reimbursement to employees, for tuition and/or registration cost for workshops and courses which are job related and have received prior approval in writing from the employee's supervisor up to \$3,500 each year, for the bargaining unit. The employee must provide written documentation of attendance and, if grades are given, a passing grade of B or better prior to reimbursement. No employee shall be eligible for a reimbursement that is more than 20% of the above annual amounts prior to May 1 of each year. After May 1 but prior to the first Friday in June, any employee may apply in writing for additional reimbursement up to the full cost of their course or workshop. If funds remain, they will be distributed on an equal basis, but shall not exceed the amount budgeted and shall not be reimbursed beyond the total cost incurred by the employee.

**VII. LEAVES**

*a. Vacation*

- i. After completion of the probationary period, employees on contract who work thirty (30) hours or more per week earn eleven (11) days of vacation during the first year of employment and sixteen (16) days per year of employment thereafter. Employees with 15 or more years of continuous service to the District who work thirty (30) hours or more per week earn twenty (20) days of vacation per year. For employees with two or more years of service, all eligible vacation days will be available to the member as of the first pay period in July of each year. No more than forty-five (45) vacation days may be accumulated.
- ii. For those new to the bargaining unit and/or hired on or after July 1 2015 who have successfully completed the probationary period, and are scheduled to work thirty (30) or more hours per week earn seven (7) days of vacation during the first year of employment and twelve (12) days per year of employment thereafter. For

employees with two or more years of service, all eligible vacation days will be available to the member as of the first pay period in July of each year.

- iii. Employees hired on or after July 1, 2015 with fifteen (15) or more years of continuous service to the District who are scheduled to work thirty (30) or more hours per week earn seventeen (17) days of vacation per year. No more than forty-five vacation days may be accumulated. For employees with two or more years of service, all eligible vacation days will be available to the member as of the first pay period in July of each year.

*b. Sick*

- i. Employees on contract who are scheduled work thirty (30) hours or more per week earn one (1) day per month of sick leave (12 per year). Employees may accrue up to twelve (12) sick days during their first year of employment. After completing twelve (12) months of employment, employees who are scheduled to work thirty (30) or more hours per week shall earn two (2) sick days per month and may accrue up to twenty (20) days per year. No more than one hundred (100) sick days may be accumulated.
- ii. Employees hired on or after July 1, 2015 who are scheduled to work thirty (30) or more hours per week earn one-half (0.5) day per month of sick leave (6 days per year). Employees may accrue up to six (6) days during their first year of employment.
- iii. After completing twelve (12) months of employment, employees hired on or after July 1, 2015 and who are scheduled to work thirty (30) or more hours per week, earn one (1) day per month (12 days per year).

*c. Emergency*

- i. It is recognized that emergencies, not excluding illness in the family, will require the absence of an employee from customary employment responsibilities within the District may occur from time to time. When such emergencies occur, an individual shall be given time off subject only to the requirement that an explanation of the emergency shall be provided to the individual's supervisor. An individual shall not be refused leave if, in the opinion of the individual, an emergency exists. In the event the District determines that an emergency did not actually exist, it shall notify the employee and deduct pay for the time lost. The employee may follow the steps of the grievance procedure to appeal the decision of a supervisor to dock pay. Emergency leave may not be used to take trips, extend weekends or vacations, or for any other recreational purposes. No more than three (3) emergency days per year, non-cumulative, will be allowed. Emergency days will not be charged against sick, vacation, or bonus days.

*d. Sick Bank*

- i. In the event a member requests to be placed or is on an FMLA-eligible medical leave of absence, and their sick leave accrual has been or will be exhausted, they may petition the Superintendent of Schools for special consideration, to continue to be paid. The decision of whether to grant the request is at the sole discretion of the Superintendent of Schools.

*e. Bereavement*

- i. Employees shall be eligible for up to three (3) days of leave for the death of an immediate family member. Immediate family is defined as parents, grandparents, spouses, mothers- and fathers-in-law, children, sisters, brothers, stepparents, stepchildren, stepbrothers, stepsisters, and civil union partners.

*f. Childbearing and Child Rearing*

- i. After completion of the probationary period, an employee may be granted childbearing and/or child rearing leave. A leave of absence for childbearing is a medical leave and up to sixty (60) days of accrued sick leave may be used to receive pay during that leave. Following the childbearing leave, an unpaid child rearing leave shall be granted for up to twelve (12) months.

*g. Other Leaves of Absence*

- i. Other leaves of absence for medical reasons, paid or unpaid, shall be approved up to one (1) year with appropriate medical documentation. Other unpaid leaves of absence are at the sole discretion of the District except for leaves of absence covered by FMLA. An employee who takes an approved unpaid leave of absence shall be returned to a comparable position formerly held. All rights and accrued benefits shall be reinstated upon return, except that experience level credit, sick leave and vacation time will not accrue during an unpaid leave of absence. An employee may continue their health and dental insurance plans at their own expense during an approved unpaid leave of absence except for FMLA, in which case, health insurance coverage is continued by the District.

**VIII. EVALUATION PROCEDURE**

*a. Physical Examinations*

- i. Physical examinations may be required by the District after a conditional offer of employment has been extended to an applicant and thereafter. An offer of employment is conditional upon the results of the physical examination. The District will be responsible for the cost of any physical examination or medical procedure it requires, including a tuberculin test. The physical examination shall include a tuberculin skin test which shall be administered in accordance with Concord School Board policy.

b. *Evaluation*

- i. Evaluations for each employee shall be conducted on an annual basis at a date not later than June 1 of each year. Any employee who receives an acceptable evaluation shall be determined to be an employee in good standing.
- ii. An employee who receives an unacceptable evaluation will not be eligible for salary increases or job promotions until all deficient areas of job performance have been eliminated. Prior to receiving an unacceptable evaluation, the parties agree that the employee shall receive:
  - 1. specific, verbal and written information regarding the areas of deficient performance;
  - 2. verbal and written instructions as to what the employee must do to eliminate deficit performance;
  - 3. reasonable opportunities (at least two) to meet with the supervisor to discuss progress towards improved performance, excluding discipline issues.

IX. SEPARATION & RETIREMENT

a. *Retirement*

- i. The District will contribute the State contribution rate for all eligible employees in accordance with State law.

b. *Career Longevity*

- i. Employees who give a two-week notice and are in good standing at the time of separation, will be eligible for payout based on years of service in the bargaining unit as follows:

Years of Service in Bargaining Unit	Years of Service Percentage
10 – 14	0.50%
15 – 19	0.75%
20+	1.00%
<i>Calculation: Current base hourly rate from step X hours per day X days worked per year X years of service X %. (see above table)</i>	

c. *Tax Sheltered Annuity Participation*

- i. 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



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 on contracts qualifying under Section 403(b) and issued by such District-approved investment providers. The District will provide to any employee, upon request, an approved list of all participating investment providers. The District may add, remove, and/or discontinue offering any 403(b) or 457(b) qualifying plan after providing notice to the employee. The employee may elect to transfer their balance to a District-managed fund, but the District will no longer allow payroll deductions to a non-District-sponsored plan.

X. APPENDICIES

APPENDIX A – SALARY SCHEDULE

2021-2022

<u>Step</u>	<u>Track I</u>	<u>Track II</u>	<u>Journeyman</u>	<u>Master</u>
1	\$17.56	\$20.04	\$20.44	\$21.06
2	\$18.09	\$20.65	\$21.06	\$21.69
3	\$18.62	\$21.25	\$21.67	\$22.32
4	\$19.14	\$21.85	\$22.28	\$22.95
5	\$19.67	\$22.45	\$22.89	\$23.59
6	\$20.20	\$23.06	\$23.50	\$24.23
7	\$20.73	\$23.66	\$24.12	\$24.86
8	\$21.25	\$24.26	\$24.74	\$25.49
9	\$21.77	\$24.86	\$25.35	\$26.12
10	\$22.30	\$25.46	\$25.96	\$26.75
11	\$22.83	\$26.06	\$26.58	\$27.38
12	\$23.36	\$26.66	\$27.19	\$28.01

2022-2023

<u>Step</u>	<u>Track I</u>	<u>Track II</u>	<u>Journeyman</u>	<u>Master</u>
1	\$18.00	\$20.55	\$20.95	\$21.59
2	\$18.54	\$21.16	\$21.58	\$22.24
3	\$19.09	\$21.78	\$22.21	\$22.88
4	\$19.62	\$22.39	\$22.84	\$23.53
5	\$20.16	\$23.01	\$23.47	\$24.18
6	\$20.70	\$23.63	\$24.09	\$24.83
7	\$21.24	\$24.25	\$24.73	\$25.48
8	\$21.78	\$24.86	\$25.35	\$26.13
9	\$22.32	\$25.48	\$25.98	\$26.77
10	\$22.86	\$26.09	\$26.61	\$27.42
11	\$23.40	\$26.71	\$27.24	\$28.07
12	\$23.95	\$27.32	\$27.87	\$28.71

2023-2024

<u>Step</u>	<u>Track I</u>	<u>Track II</u>	<u>Journeyman</u>	<u>Master</u>
1	\$18.50	\$21.11	\$21.53	\$22.18
2	\$19.05	\$21.74	\$22.17	\$22.85
3	\$19.61	\$22.38	\$22.83	\$23.51
4	\$20.16	\$23.01	\$23.47	\$24.18
5	\$20.71	\$23.64	\$24.11	\$24.84
6	\$21.27	\$24.28	\$24.75	\$25.52
7	\$21.83	\$24.92	\$25.41	\$26.18
8	\$22.38	\$25.55	\$26.05	\$26.84
9	\$22.93	\$26.18	\$26.69	\$27.51
10	\$23.49	\$26.81	\$27.34	\$28.17
11	\$24.05	\$27.44	\$27.99	\$28.84
12	\$24.60	\$28.08	\$28.63	\$29.50

# SCHOOLCARE Yellow Open Access

## 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)
<b>DEDUCTIBLES, MAXIMUMS*</b> 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% (or \$75 cap per prescription) Individual: \$2,000; Family: \$4,000 Unlimited
<b>EMPLOYER FUNDING</b> Optional subject to collective bargaining or governance policy, the employer may contribute up to 50% of the out-of-pocket maximum through an HRA, FSA or other legally permissible method.	Individual: \$1,000; Family: \$2,000 This is the maximum amount allowed annually under SCHOOLCARE policy.
<b>PREVENTIVE CARE (Includes Naturopath Services, Routine Laboratory &amp; Diagnostic Testing)</b> Routine Physical Examination Routine Immunizations Well Child Preventive Care Well Woman Preventive Care Adult Preventive Care Additional services such as urinalysis and EKG Routine Eye Exam (one every 12 months for all ages) Discounts Available for Eyewear	\$0 \$0 \$0 \$0 \$0 \$0
<b>OTHER PHYSICIAN SERVICES (Includes Naturopath Services)</b> Office Visits and/or Office Surgery Maternity Care Cigna Telehealth Connection (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
<b>OUTPATIENT DIAGNOSTIC TESTING</b> Radiology and Laboratory Services (Prior authorization required for some tests)	Deductible, then 20% to the Out of Pocket Maximum
<b>HOSPITAL CARE</b> 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)

**APPENDIX B – HEALTH INSURANCE (cont...)**

**SCHOOLCARE Yellow Open Access**

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 <a href="http://Cigna.com/Rx30network">Cigna.com/Rx30network</a> for listing of 90-day network retail pharmacies Certain Preventive Generic Drugs including oral contraceptives (generic): \$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 Cigna Home Delivery mail order Specialty Drugs: 30-day supply only, filled through Cigna Home Delivery mail order ‡\$75 cap per prescription 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† ( <i>in or Out of Network</i> ) 12 days per person/per plan year †Coverage based on Cigna medical guidelines.	Deductible, then 20% to the Out of Pocket Maximum
DURABLE MEDICAL EQUIPMENT	Deductible, then 20% to the Out of Pocket Maximum
EXTERNAL PROSTHETIC APPLIANCES	Deductible, then 20% to the Out of Pocket Maximum
OTHER BENEFITS ORAL SURGERY ( <i>accidents only</i> ) REMOVAL OF BONEY IMPACTED WISDOM TEETH COMPREHENSIVE INFERTILITY TREATMENT Go to <a href="http://managed.winfertility.com/schoolcare">managed.winfertility.com/schoolcare</a> SKILLED NURSING CARE ( <i>100 days per person/per plan year maximum</i> ) AMBULANCE ( <i>if not a true emergency, services are not covered</i> ) BLOOD TRANSFUSIONS HOME HEALTH SERVICES HOSPICE	All other covered services subject to plan year deductible and 20% coinsurance to the out-of-pocket maximum for the plan year.
EMPLOYEE ASSISTANCE PROGRAM	Included
GOOD FOR YOU by SCHOOLCARE HEALTH AND WELLNESS INCENTIVES	Included – up to \$800 for subscriber and \$400 for spouse

www.schoolcare.org

Rev. 7/1/20

**Outline of Coverage**  
**Delta Dental PPO plus Premier Network**

**SAU #08 Concord SD**  
**Group Number: 0146**



**Northeast Delta Dental**

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

**APPENDIX C – DENTAL INSURANCE**

Diagnostic / Preventive (Coverage A)	Basic Restorative (Coverage B)	Major Restorative (Coverage C)
<p><b>DIAGNOSTIC:</b>                      Evaluations twice in a 12-month period; this includes periodic, limited, problem-focused, and comprehensive evaluations.</p> <p>X-rays (complete series or panoramic film) once in a 5-year period</p> <p>Bitewing x-rays once in a 12-month period</p> <p>X-rays of individual teeth as necessary</p> <p>Brush biopsy once in a 12-month period</p> <p><b>PREVENTIVE:</b>                      Two cleanings in a 12-month period</p> <p>Fluoride once in a 12-month period to age 19</p> <p>Space maintainers to age 16</p> <p>Sealant application to permanent molars, once in a 3-year period per tooth, for children to age 19</p>	<p><b>RESTORATIVE:</b>                      Amalgam (silver) fillings;                      Composite (white) fillings (on anterior and posterior teeth)</p> <p><b>ORAL SURGERY:</b>                      Surgical and routine extractions</p> <p><b>ENDODONTICS:</b>                      Root canal therapy</p> <p><b>PERIODONTICS:</b>                      Periodontal maintenance (cleaning)</p> <p><b>Note:</b> Cleanings are limited to two in a 12-month period; these may be routine (Coverage A) or periodontal (Coverage B), or a combination of both.</p> <p>Treatment of gum disease</p> <p>Clinical crown lengthening once per tooth per lifetime</p> <p><b>DENTURE REPAIR:</b>                      Repair of a removable denture to its original condition</p> <p><b>EMERGENCY PALLIATIVE TREATMENT</b></p>	<p><b>PROSTHODONTICS:</b>                      Removable and fixed partial dentures (bridge); complete dentures</p> <p>Rebase and reline (dentures)</p> <p>Crowns</p> <p>Onlays</p> <p>Implants</p>
<p>Delta Dental Pays: 100%</p>	<p>Delta Dental Pays: 100%</p>	<p>Delta Dental Pays: 50%</p>
<p align="center"><b>Contract Year Maximum: \$1000 per Person beginning each July 1st</b>                      Health through Oral Wellness® program included (please see reverse for details)</p>		

Rev. 2/10/2017

## APPENDIX D – DISABILITY INCOME

1. The District agrees to provide long-term disability income benefits during lifetime to age sixty-five (65) for all full-time certified personnel employed by the District, who are regularly scheduled to work at least thirty (30) hours per week and who are under the age of sixty-five (65).
2. The term partial disability means the employee is unable to perform one or more of the main duties of his or her own occupation; or is unable to perform such duties full-time.
3. The term total disability means the employee is unable to perform each of the main duties of his or her own occupation.
4. 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 (\$5,000) per month. The minimum monthly benefit is \$100.
5. In all cases, the long-term disability insurance carrier's policy in effect at the time of disability shall supersede and be the controlling document for purposes of this long-term disability insurance coverage. See Schedule of Benefits attached.

## APPENDIX E – GRIEVANCE PROCEDURE

### I. Definition

- 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 [s] making this claim or the Association.
- c. A "party in interest" is the person[s] making the claim and any person[s] who might be required to take action or against whom action might be taken in order to resolve the claim.

### II. Procedure

- a. An employee with a grievance shall first discuss it with his/her immediate supervisor in an attempt to mutually resolve the matter at that level. A written decision shall be rendered by the supervisor within five (5) work days.
- b. If the employee is not satisfied with the resolution of the grievance following his or her discussion with the immediate supervisor, the employee with a grievance shall first submit it in writing through the Association's Grievance Representative to the immediate supervisor within five work days. The immediate supervisor shall meet with the employee and the Association's Grievance Representative 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 immediate supervisor or if no decision has been rendered within five (5) work days after his/her meeting, the employee shall file the written grievance with the president of the Association and/or the Association's grievance committee within five (5) work days if he/she wishes to proceed with the grievance. If the Association feels that the grievance should be appealed, a written grievance shall be filed with the Director of Human Resources or his/her designee within five (5) work days.
- d. If the Association is not satisfied with the disposition of the grievance by the Director of Human Resources or his/her designee, or if no written decision has been rendered within five (5) work days, the Association may file a written grievance with the Superintendent or his/her designee within ten (10) work days.
- e. If the Association is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, or if no written decision has been rendered within ten (10) work days, the Association may request a hearing with the School Board. The School Board hearing will be held within twenty (20) work days of receipt of the written request and a written decision rendered within ten (10) work days.

- f. If the decision of the Board does not resolve the grievance, the grievance may be appealed to arbitration in the following manner: The Board shall be notified in writing within twenty (20) calendar days after the date of its decision that the grievance is being submitted for arbitration.
  - i. The following procedure shall be used to secure the services of an arbitrator:
    1. The parties will attempt to agree upon a mutually satisfactory third party to serve as arbitrator. If no agreement is reached within ten (10) calendar days, the American Arbitration Association (AAA) will be notified and requested to submit a roster of at least seven (7) persons qualified to function as arbitrator.
    2. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted roster within ten (10) calendar days, they shall request the AAA to submit a second roster of at least seven (7) names.
    3. If the parties are unable to determine, within ten (10) calendar days of the receipt of the second list, a mutually satisfactory arbitrator, the AAA shall submit a third roster with three (3) names. If an arbitrator cannot be mutually agreed upon within ten (10) calendar days, the parties shall arrange a conference telephone call with the Chairman or designee of the AAA during which each party shall be given an opportunity to establish good cause as to why any individual on the roster should not be appointed. The Chairman shall then designate an arbitrator from said roster.
    4. The arbitrator shall limit him/herself to the issues submitted to him/her. The arbitrator shall be bound by and must comply with all of the terms of this Agreement. The arbitrator shall have no power to add to, delete from, or modify in any way any of the provisions of this Agreement. The decision of the arbitrator shall be binding.
    5. The arbitrator shall issue and mail the arbitrator's report to each party within thirty (30) calendar days of the completion of the arbitrator's hearing.
    6. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence, and any other relevant expense shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.



- g. No reprisals of any kind will be taken by the District or by the Association against any employee, District staff member, or any other participant in the grievance procedure.
- h. A grievance which is not filed within forty-five (45) working days of the event(s) underlying the alleged grievance shall be waived regardless of whether the employee knew or should have known of the act or the condition on which the grievance is based.
- i. Time limits for the processing of grievances may be extended by mutual agreement, in writing, by both parties.
- j. Forms for the grievance procedure will be jointly prepared by the Superintendent or his/her designee and the Association, and will be given appropriate distribution.