

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CONCORD SCHOOL DISTRICT

AND

UAW AND ITS TRANSPORTATION UNIT OF UAW LOCAL 2232

JULY 1, 2013 to JUNE 30, 2016

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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 Transportation Unit of Local 2232 (Local 2232) (together, the Union) shall be in force for the years beginning July 1, 2013 and ending June 30, 2016. 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 bus drivers, bus monitors and spare bus drivers excluding persons exercising supervisory authority involving the significant exercise of discretion pursuant to RSA 273-A:8,II and persons whose duties imply a confidential relationship to the public employer pursuant to RSA 273-A:1,IX, as certified by the PELRB in Case No. M-0770 on February 22, 2000 and amended on November 8, 2000.
- 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 13.07.
 - (c) "Bus Drivers" are permanent regular and special education bus drivers who have bid on, and been awarded a home-to-school route assignment. Bus drivers also include drivers who hold 'permanent substitute driver' assignment status. Bus drivers must maintain a home-to-school route or permanent substitute assignment to preserve their status as a permanent employee. Employees hired as bus drivers must obtain and maintain sufficient credentials that will permit them to legally drive a full-size, Type C, conventional school bus, including a commercial driver's license (CDL), Class B, with: passenger endorsement, school bus endorsement, school bus certificate, DOT medical certification, and any other credential(s) that federal, state, School District and/or local authorities may require from time to time.
 - (d) "Bus Monitors" are permanent bus monitors who have bid on and been awarded a home-to-school route assignment. Bus monitors must maintain a home-to-school route to preserve their status as a permanent employee.
 - (e) "Spare Bus Drivers" are on call drivers who were hired on or before August 31, 2008 and who do not hold a home-to-school route or substitute driver assignment by July 1, 2010. Spare bus drivers have seniority to bid on permanent home-to-school routes or substitute driver assignments, if available. Spare drivers are eligible for longevity as described in Article 9 and they are eligible for experience level credit with regard to wages. However, as spare bus drivers, they are not eligible to bid on any mid-day kindergarten, mid-day special needs, late bus, programs or seasonal

athletic activities. Spare bus drivers have no claim to any rotational trips but may be assigned to rotational trips as permitted in Article 6. Spare bus drivers have no claim to any on-call work. Spare bus drivers are not eligible for bonus or holiday pay. If a spare bus driver changes job classification, resigns, or is terminated, he/she will not be permitted to return to the position of "spare" in the future. The purpose of this paragraph is to grandfather existing spares but to work toward dissolving the job classification as soon as possible.

- (f) "Casual Bus Drivers" are informal, non-union, on-call, pool drivers who do not have seniority rights to bid on any assignments, such as, but not limited to, routes, mid-days, programs, activities or the rotational trip pool. Casual bus drivers are used to fill in for bus drivers who are absent or eligible to drive trips. The inclusion of casual bus drivers in the work force is not meant to supplant any union employees. The District will limit the number of casual bus drivers to five (5). Any change to this limit must be mutually agreed between both parties. There are no seniority privileges in the casual bus driver pool and the District may select any individual from the pool for any work. In cases of emergency, the District may assign any casual bus driver to cover any work. Casual bus drivers are "at will", non-benefited employees and may be terminated at the discretion of the District at any time. The District will provide a list of all casual bus drivers and report their wages and hours worked to the Union on a periodic basis
- (g) "Casual Bus Monitors" are informal, non-union, on-call, pool monitors who do not have seniority rights to bid on any assignments, such as, but not limited to, routes, mid-days, programs, activities or the rotational trip pool. Casual bus monitors are used to fill in for bus monitors who are absent. The inclusion of casual bus monitors is not meant to supplant any union employees. The District will limit the number of casual bus monitors to three (3). Any change to this limit must be mutually agreed between both parties. There are no seniority privileges in the casual bus monitor pool and the District may select any individual from the pool for any work. In cases of emergency, the District may assign any casual bus monitor to cover any work. Casual bus monitors are "at will", non-benefited employees and may be terminated at the discretion of the District at any time. The District will provide a list of all casual bus monitors and report their wages and hours to the Union on a periodic basis.
- (h) "Probationary Period" - Employees hired for a permanent position shall be probationary employees for the first sixty (60) school days following the first day they begin work.
- (i) "Benefits-Eligible" - Employees will become benefits-eligible if/when they satisfy the minimum number of hours worked in accordance with the following formulas.

Probationary employees who work a total of three hundred sixty (360) hours or more during the sixty (60) school day probationary period will be eligible for benefits for the remainder of the school year in which they complete probation, provided that they become and maintain their job classification as a bus driver or bus monitor. Hours worked on non-school days will count toward this total except for hours worked during the summer period.

All non-probationary bus drivers and bus monitors will be reconsidered at the end of each school year to determine their benefits eligibility for the following contract year. To be eligible for benefits for the following contract year commencing on July 1 of each year, the employee must have worked an average of six (6) hours per school

day during the current contract year (immediately prior to the July 1 date in question). Hours worked on non-school days will count toward this total except for hours worked during the summer period. (Hours worked on school days plus hours worked on non-school days, divided by number of school days. The result must equal six (6) or greater. Summer hours are not included in the numerator and non-school days are not included in the denominator).

- (j) 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 by August 1 each year of any changes in the rate of its dues. No change in an employee's deduction will be made by the District unless the District is notified of a change in rate in accordance with this Section 3.03.
- 3.04 Deductions referred to in Sections 3.01 and 3.02 shall begin on the first pay day of October of each year, so long as the District has received the employee's authorization form by September 15 of each year. Exceptions may be made for new employees. Deductions will be made on a bi-weekly basis.

- 3.05 The Union shall indemnify and save the District harmless against any and all claims, demands, lawsuits or other forms of liability that may arise out of or by reason of action taken by the District in making payroll deductions of Union dues, representation, reinstatement or initiation fees made pursuant to the provisions of this Article.
- 3.06 Upon completion of the probationary period, written notice shall be given to the Union Chairperson or designee within five (5) days in order 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 four (4) members and four (4) alternates who shall be employees of the District. The alternates shall serve only when members of the Union Committee are unavailable.
- 3.08 The processing of grievances, contract negotiations and other meetings between the District and the Union Committee shall take place at reasonable times on District property.
- 3.09 The Union may post notices of its activities and matters of concern on staff bulletin boards. Bulletin boards are located in the Transportation Office and the Central Office. No notices shall be posted 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 Chairperson of the Transportation Unit of Local 2232. The Union may also use the District mailbox system.
- 3.10 The District will provide each employee with one (1) medium-weight jacket replaced as needed except in cases of loss or abuse. An employee will have the option to replace his/her jacket after every five (5) years of service with the District. No request for a replacement jacket shall be unreasonably denied.
- 3.11 The District will reimburse employees for the cost of renewal of their commercial driver's license (CDL) or other professional licenses (with proper endorsements for school district operations) required by the District.
- 3.12 The District will provide each employee with a copy of this 2013-2016 Agreement. Thereafter, the cost of printing copies of the Agreement will be shared equally between the District and the Union.
- 3.13 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 the form attached as **Exhibit B** to this Agreement.
- 3.14 At any District-wide meeting of Transportation Department 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.
- 3.15 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 for time spent processing

employee grievances filed pursuant to Article 21. 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 within twenty-four (24) hours of scheduling 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, age, disability, national origin, sexual orientation or marital status.

ARTICLE 5: WAGES

5.01 The wage scales of all employees covered by this Agreement are set forth in **Exhibit C** (Bus Drivers) and **Exhibit C¹** (Bus Monitors). For the duration of this Agreement, the following percentage increases will be applied to the wage scales for bus drivers and bus monitors:

Year 1* (2013-2014)	1.50%
Year 2 (2014-2015)	1.00%
Year 3 (2015-2016)	1.25%

*The effective date of the salary increase in Year 1 (2013-2014) will be the first day of the pay period that includes the date the membership ratifies this successor agreement.

All newly hired, first-time employees will be placed on a step determined by the District not to exceed Step 3 of the wage scale.

Exception: All newly hired drivers (first time employees), hired after July 1, 2013, who upon hire, do not hold all of the legal credentials to drive a full-size (CDL) bus, will be considered "trainees" and paid \$0.50 less per hour than the prevailing Step 1 rate on the driver's hourly wage schedule. At such time that a "trainee" becomes fully licensed to drive a full-size (CDL) bus, the District, at its sole discretion, may immediately increase that employee's rate of pay up to and including the prevailing Step 3 hourly rate.

"Probationary" and/or "pending roster" status will not restrict the District from setting or increasing the hourly rate of pay beyond the "trainee" level for any employee that otherwise has all the necessary credentials to drive a full-size (CDL) bus.

ARTICLE 6: ASSIGNMENTS

6.01 Assignment Definitions

6.01(a) Home-To-School AM/PM Routes

Regular and special needs bus service carrying students from home to school or the return trip home. These routes serve the regular morning inbound and regular afternoon outbound student travel times.

- 6.01(b) Permanent Substitute Driver Assignments
Assignments for permanent drivers who report to work on a fixed schedule and who are present and prepared to cover work for absent drivers or those drivers eligible for trips.
- 6.01(c) Mid-Day Kindergarten Routes
Regular buses that carry students home from AM Kindergarten sessions and to school for PM Kindergarten sessions.
- 6.01(d) Mid-Day Special Needs Routes
Work done by special needs drivers between their AM and PM routes, serving special needs programs and customized rides for small student groups.
- 6.01(e) Late Bus Routes
Regular buses that bring students home from after-school programs (excludes special needs buses).
- 6.01(f) Program Transportation
Physical education (shuttle service to/from schools and exercise facilities) and vocational education routes (shuttle service to/from schools and program/business destinations).
- 6.01(g) Seasonal Athletic Activity
Trips for fall, winter and spring sports. The Director of Physical Education and Sport defines which specific sport falls into which season. No sport will span more than one season. Beginning with the 2010-2011 school year, Cheerleading will be split into fall and winter seasons.
- 6.01(h) Rotational Trips
Not permanently assigned to any driver, such as but not limited to, District field trips, charter trips (fee for service), ROPE, school year Parks & Recreation, and unassigned sporting events, whenever they may occur.
- 6.01(i) Minor Trips
District field trips, charter trips (fee for service) that are in-town/local and less than four (4) hours in duration, and occur on school days. Examples: White Farm, Capital Center for the Arts, Discovery Center, local farm outings, etc.
- 6.01(j) Split Trips
Performed by a single driver on non-school days, where a drop-off is made and the driver returns much later in the day to pick up the riders. Designating a trip as a split trip is at the sole discretion of the Transportation Supervisors and is based on District need, operational efficiencies, and driver/equipment availability.
- 6.01(k) Summer Work
Any regular or special needs programs, Parks & Recreation, charter (fee for service) transportation and bus washing/cleaning that occurs after school is released for the summer and before the subsequent school year begins (excluding fall athletic trips that begin prior to the start of school).

6.01(l) Emergency Assignments

The District may assign open assignments to any qualified employee in the case of an emergency, where less than five (5) hours is available to schedule personnel.

6.02 PROCESS FOR BIDDING AND AWARDING OF ASSIGNMENTS

6.02(a) The District reserves the right to make involuntary assignments in the needs of the District which will last no longer than thirty (30) school days or the remainder of the school year whichever is shorter, unless the District asks the employee to retain that position and the employee voluntarily agrees to remain in the assigned position after that date. An employee who declines to remain in the assigned position will be returned to employee's pre-assignment status.

6.02(b) Job Classification – Bidding Assignments:

Bus drivers may only bid on assignments related to bus driving and bus monitors may only bid on bus monitor assignments, with the exception that bus drivers may bid unfilled summer bus monitor assignments after all bus monitors have had the opportunity to bid and be awarded those assignments. Any assignment where an award is made across job classifications will be temporary in duration. No permanent job classification change will be allowed unless a request has been made in writing and approved by the Director of Transportation.

6.02(c) Notices of open assignments (except rotational trips, minor trips and summer work) shall be posted on the staff bulletin board at the Transportation Department office for a minimum of five (5) school days. A copy of the notice will also be given to the Chairperson of the Transportation Unit of Local 2232. Notices shall include a classification title, description of the route or program, a work schedule associated with that route (which shall exclude time for pre-trip and post-trip inspections, and cleaning, fueling and washing the bus, when applicable), and the posting date. Vacant and/or newly created assignments shall be posted within five (5) school days of becoming available. Postings will close at 5:00pm on the fifth (5th) posted school days, unless there are no bidders. In such cases, the open assignment will remain posted until a qualified bid is received.

6.02(d) Eligible employees (excluding employees bidding outside of their job classification) shall have the opportunity to apply for open assignments in accordance with this Article. The employee shall have the right to an interview for the open assignment if provided that employee completes and submits the appropriate assignment sign up slip for that posting to the Operations Supervisor during the five (5) school day posting period for that assignment, and provided that the additional assignment will not exceed a normal workweek of forty (40) hours.

6.02(e) Open assignments will be awarded by the District to an employee provided: the employee completes and submits the appropriate assignment sign-up slip for that posting to the Operations Supervisor during the five (5) school day posting period for that assignment, the employee is the most qualified candidate for that assignment among the pool of candidates and the employee can fulfill the requirements of the assignment within a forty (40) hour work

Where two or more employees are equally qualified, the employee with the most department seniority will be awarded the route.

6.02(f) Employees are responsible for completing all related work for any assignment that he/she has been (or may be) awarded in accordance with designated schedules, including schedule changes. If an employee is no longer able to consistently cover all segments of his/her assignment, the employee must relinquish the assignment and may bid on any open assignment provided that the employee is able to perform and fulfill all required duties related to that assignment.

6.03 AWARDING OF SPECIFIC ROUTES/ASSIGNMENTS

6.03(a) Home-To-School AM and PM Routes

1. Home-To-School AM and PM routes will be awarded in accordance with Article 6.
2. An employee who has been awarded a home-to-school AM and PM route shall retain that assignment until the employee gives the assignment up, is awarded an alternative home-to-school AM and PM route, or loses the assignment based upon inadequate performance or availability.
3. Home-To-School AM and PM routes will be for a minimum of two (2) hours each, that is, two hours in the AM and two hours in the PM. In order to be paid the minimum, the employee must remain on the clock and be available for work for the duration of the two hour minimum. Pre-trip and post-trip inspections, and cleaning/fueling the bus, when applicable, is included as part of the minimum.

6.03(b) Permanent Substitute Driver Assignments

1. Permanent substitute driver assignments will be awarded in accordance with Article 6.
2. An employee who has been awarded a permanent substitute driver assignment shall retain that assignment until the employee gives up the assignment, is awarded an alternative substitute driver assignment, or loses the assignment base upon inadequate performance or availability
3. Permanent substitute driver assignments will be for a minimum of three (3) hours each, that is, three hours in the AM and three hours in the PM. In order to be paid the minimum, the employee must remain on the clock and be available for work for the duration of the minimum. Pre-trip and post-trip inspections, and cleaning, fueling and washing the bus when applicable is included as part of the minimum.

6.03(c) Mid-Day Kindergarten Routes

1. Mid-day kindergarten routes will be awarded in accordance with Article 6.
2. An employee who has been awarded a mid-day kindergarten route shall retain that assignment until the employee gives up the assignment, is awarded an alternative mid-day kindergarten route or loses the assignment based on inadequate performance or availability.

3. Mid-day kindergarten routes will be for a minimum of two (2) hours, except in the case of special needs routes, where the assignment will be paid for actual time worked only. In order to be paid the minimum, the employee must remain on the clock and be available for work for the duration of the minimum.

6.03(d) Mid-Day Special Needs Routes

1. Mid-day special needs routes may be assigned to special needs home to school AM and PM routes based on operational efficiency. Bus drivers and bus monitors who elect to bid any special needs routes must be available for schedule changes which occur regularly. The District reserves the right to add or eliminate a special needs mid-day assignment to any special needs home to school AM and PM route.

6.03(e) Late Bus Routes

1. Late bus routes will be awarded in accordance with Article 6.
2. An employee who has been awarded a late bus route shall retain that assignment until the employee gives up the assignment, is awarded an alternative late bus route or loses the assignment based on inadequate performance or availability.
3. Late bus routes will be for a minimum of one (1) hour each. In order to be paid the minimum, the employee must remain on the clock and be available for work for the duration of the minimum.

6.03(f) Program Transportation

1. Program transportation will be awarded in accordance with Article 6.
2. An employee who has been awarded a program shall retain that assignment until the employee gives up the assignment, is awarded an alternative program or loses the assignment based on inadequate performance or availability.
3. Program transportation has no guaranteed minimum and will be paid for actual hours worked.

6.03(g) Seasonal Athletic Activities

1. Seasonal athletic activities will be awarded in accordance with Article 6.
2. An employee who has been awarded a seasonal athletic activity shall retain that assignment until the employee gives up the assignment, is awarded an alternative seasonal athletic activity or loses the assignment based upon inadequate performance or availability.
3. Employees may hold only one seasonal athletic activity assignment per athletic season and must be able to fulfill the requirements of the assignment within a forty (40) hour work week.

4. Seasonal athletic activities are considered stand-alone assignments. For example, should a bus driver who has been awarded a Varsity I seasonal athletic activity be unable to work a Varsity I trip, the Varsity II bus driver does not have any special rights to claim that trip. The Varsity I trip will be awarded through the rotational trip process. In addition, in cases where more than one seasonal athletic group rides in combination with another athletic group because of, but not limited to, driver/equipment shortage, budget considerations, or operational need, the trip will be awarded to the most senior driver among drivers who may have claim to drive the groups in question. Alternating drivers will not be coordinated by the District. Finally, as an example, if the Director of Physical Education and Sport requests a Varsity II football bus and allows the cheerleaders to ride on that bus, the driver who has rights to the Varsity II football bus has rights to all trips related to that work. If the Varsity II bus driver is unavailable to work this trip, the trip will be awarded through the rotational trip process as noted in Article 6.03(h).
5. An employee who is assigned and completes a seasonal athletic activity (excluding split trips) scheduled on a non-school day will be compensated for a minimum of four (4) hours at the employee's regular hourly rate of pay provided the employee makes him/herself available for additional assignments the District may have, up to the four (4) minimum. There is no guaranteed minimum for this work performed on school days. Work on recognized holidays will be paid in accordance with Article 20.
6. An employee who is assigned and completes a seasonal athletic activity trip that occurs during a non-school day and it is considered a split trip (split between drop off and pick up times), will be paid a minimum of three (3) hours for either half of the trip, or a total of six (6) hours for completing both halves of the trip. Splitting shifts is at the sole discretion of the Transportation Supervisors and is based on District need, operational efficiency and driver/equipment availability.
7. If an employee is temporarily unable to fulfill the obligations of a seasonal athletic activity partway through an athletic season, the District will assign the temporarily open seasonal athletic activity for the period of temporary vacancy via the rotational trip process as described in Section 6.03(h). If the employee remains unable to perform the obligations of the seasonal athletic activity or program during the next school year, the position will be considered an open assignment and assigned in accordance with this Article 6.
8. If a seasonal athletic activity becomes vacant such that it cannot be re-awarded during the current sport season, it shall be allowed to remain vacant until a bid is posted (which includes schedules) just prior to the next season in which that sport participates.

6.03(h) Rotational Trips

1. Bus drivers and probationary drivers who request eligibility for rotational trips must sign the Master Trip List, which is available through the Operations Supervisor. When signing the Master Trip List, bus driver and probationary drivers may make their preferences known regarding trips, however, signing the Master Trip List also makes them available for minor trips. Eligible

drivers may add or remove their names from the Master Trip List at any time during the school year.

2. The District will assign rotational trips in accordance with the needs of the District. In assigning rotational trips, consideration will be given to factors such as: seniority, rotation of employees, availability of employees, efficiency of operations, employee preferences as expressed on the Master Trip List, District transportation needs, employee qualifications, employee schedules/hours worked, attendance and a willingness to accept additional assignments, among other factors.
3. Drivers who are assigned work and then surrender that assignment will be required to wait until their name comes back around in rotation for additional assignments.
4. Bus drivers may not change the trip schedule. Only the Transportation Office has the authority to adjust departure and return times for trips. All trips taken during the regular school transportation schedule are scheduled to return by 2:15pm, unless otherwise stated on the trip sheet.
5. Spare bus drivers and casual bus drivers may be assigned rotational trips if no qualified bus drivers, who have signed the Master Trip List, are available.
6. An employee who is assigned and completes a rotational trip (excluding split trips) scheduled on a non-school day will be compensated for a minimum of four (4) hours of time at the employee's regular hourly rate of pay provided the employee makes him/herself available for additional assignments the District may have, up to the four hour minimum. There is no guaranteed minimum for this work performed on school days. Work on recognized holidays will be paid in accordance with Article 20.
7. An employee who is assigned and completes a rotational trip that occurs during a non-school day and it is considered a split trip (split between drop off and pick up times), will be paid a minimum of three (3) hours for either half of the trip, or a total of six (6) hours for completing both halves of the trip. Splitting shifts is at the sole discretion of the Transportation Supervisors and is based on District need, operational efficiency and driver/equipment availability.
8. An employee who is assigned and completes a rotational trip (excluding any seasonal athletic activity) that begins and ends after hours on a school day, will be compensated for a minimum of two (2) hours of time at their regular hourly rate of pay, provided the employee makes him/herself available for additional assignments the District may have, up to the two hour minimum.
9. Bus drivers may make a special request to be awarded a specific rotational trip in which they have a personal interest. The request should be made in writing with as much notice as possible but no later than Wednesday at 5:00 P.M. for trips occurring the following week. If a driver is awarded a special request trip, he or she shall be skipped in the next rotation in which rotational trips are assigned. If the request is granted in any one year, it shall not be considered a permanent assignment for future years. It is the responsibility of the driver to find out the details, including schedule, of the trip. If two drivers apply for the same trip, the more senior driver will be

awarded the trip. No grievance shall be filed against the Concord School District if acceptance of a special request trip means a reduction in hours. Special request trips that put a driver in overtime will not ordinarily be granted. A bus driver may make a total of two special requests per contract year. The district reserves the right to deny any special request for a rotational trip if it unreasonably interferes with transportation needs or operational efficiency.

6.03(i) Minor Trips

1. Bus drivers and probationary drivers who request eligibility for minor trips must sign the Master Trip List, which is available through the Operations Supervisor. When signing the Master Trip List, bus driver and probationary drivers may make their preferences known regarding trips, however, signing the Master Trip List also makes them available for rotational trips. Eligible drivers may add or remove their names from the Master Trip List at any time during the school year.
2. The District will assign minor trips in accordance with the needs of the District. In assigning minor trips, consideration will be given to factors such as: availability of employees, efficiency of operations, employee qualifications, employee schedules/hours worked, attendance and a willingness to accept additional assignments, among other factors.
3. For minor trip assignments, employees are paid for actual time worked.

6.03(j) Assignment Cancellation

1. The District reserves the right to cancel or adjust schedules for school and transportation services for reasons related to weather and/or public safety. For such events, no claims will be paid for missed assignments. Appropriate public notification will be made whenever possible.
2. On school days (including after-school hours) for reasons other than weather or public safety, the assignment cancellation deadline for seasonal activities, rotational trips and program transportation is the time the employee is scheduled to report to the District for that assignment (the "School Day Cancellation Time").
3. If the District is unable to notify an employee of a trip cancellation before the School Day Cancellation Time and the employee has begun the assignment at the scheduled time, the employee will be compensated a minimum of one (1) hour at their regular hourly rate of pay for trips beginning during school hours; or a minimum of two (2) hours at their regular hourly rate of pay for trips beginning after school hours. In order to be paid a cancellation minimum, the employee must make him/herself available for alternate work during the minimum time frame which will begin at the original time of the canceled trip.
4. On non-school days, for reasons other than weather or public safety, the assignment cancellation deadline for seasonal athletic activities and

rotational trips is one (1) hour before the time the employee is scheduled to report to the District for that assignment (the "Non-School Day Cancellation Time").

5. If the District is unable to notify an employee of a trip cancellation before the Non-School Day Cancellation Time, the employee assigned to that trip will be compensated four (4) hours of time at their regular rate of pay. In order to be paid the cancellation minimum, the employee must make him/herself available for alternate work during the minimum time frame which will begin at the original time of the canceled trip.
6. There is no guaranteed minimum allowance for minor trips that are canceled, regardless of the time cancellation notification is made.

6.03(k) Summer Work

1. Notices of open assignments for summer work shall be posted on the staff bulletin board at the Transportation Office for a minimum of five (5) working days.
2. Eligible employees shall have the right to bid for the unassigned summer work if they complete and submit the appropriate assignment sign-up slip for that posting to the Operations Supervisor during the five (5) work day posting period for that assignment.
3. The District will assign summer work in accordance with the needs of the District and of those entities which have arranged for transportation services with the District. Summer work will be awarded by the District to eligible employees provided: the employee completes and submits the appropriate assignment sign up slip for that posting to the Operations Supervisor during the five (5) work days posting period for that assignment, the employee can fulfill the requirements of the assignment within a forty (40) hour work week, and the employee is the most qualified candidate for the assignment among the pool of candidates. Other factors for consideration will include, the employee's previous summer work, employee's department seniority, availability, efficiency of operations, District transportation needs, employee attendance and willingness to work, among other factors. However, the District may assign open assignments in the case of emergency and/or necessity. Where two or more employees are equally qualified, the employee with the most department seniority will be awarded the assignment.
4. An employee who has been awarded summer work shall retain that assignment until the employee gives the assignment up, is awarded an alternative conflicting assignment, or loses the assignment based upon inadequate performance or availability. However, if a bus driver is awarded a bus monitor assignment, the assignment will be for the current summer only.
5. An employee who is assigned and completes summer work or a rotational trip scheduled during the summer work period (excluding split trips) will be compensated for a minimum of four (4) hours at their regular hourly rate of pay provided the employee makes him/herself available for additional assignments the District may have, up to the four hour minimum.

6. An employee who is assigned and completes a rotational trip that occurs during the summer work period that is considered a split trip (split between drop off and pick up times) will be paid a minimum of three (3) hours for either half of the trip, or a total of six (6) hours for completing both halves of the trip. Splitting shifts is at the sole discretion of the Transportation Supervisors and is based on District need, operational efficiency and driver/equipment availability. Summer work serving summer programs will not ordinarily be handled as split 'trips'.

6.04 Notification of Employee Unavailability

Any employee who is unable to fulfill the requirements of any assignment must notify and give a reason to the Transportation Supervisor no later than one (1) hour before employee's scheduled assignment on each day of absence.

(a) Reclaiming Surrendered Incidental Assignments

Employees who voluntarily give up any assignment on a temporary basis may get the assignment back by request under the following schedule. Home-to-school AM or PM, mid-day kindergarten, mid-day special needs, late bus and program assignments will be returned the day following the original expected absence. Normal seasonal athletic activity and rotational trip scheduling will resume the following assignment week. If the work has not been reassigned and the master trip schedule is unaffected, the assignments can be returned immediately.

6.05 Trip Stipend

Employees who work a seasonal athletic activity or rotational trip which lasts five (5) or more hours or that runs contiguous with the employee's home to school AM or PM, mid-day kindergarten, mid-day special needs or late bus assignment for a total of six (6) or more hours worked are permitted up to \$10.00 as a trip stipend to be included in their payroll check when submitted on the proper form. Employees may be eligible for up to no more than two trip stipends per day. Any additional run of 5 hours or more on the same day shall constitute a second trip stipend at the same rate. Shift minimums only count toward these totals if actually worked by the employee. Minor trips are not considered trips eligible for a trip stipend.

Drivers required to stay on duty during the trip are required to stay with the group or with the bus on site, at the bus garage or at the nearest appropriate parking area regardless of what the teacher, coach, or administrator in charge may say or allow. Trips to get food or use bathroom facilities should be reasonable in duration, close in proximity, and closely coordinated with the leaders of the group.

6.06 Assignment Minimums For (On-Call) Drivers/Monitors

Spare bus drivers, casual bus drivers and casual bus monitors who are assigned work by the District will be permitted the same minimum assignment and cancellation times as permanent bus drivers and bus monitors.

6.07 Extra Work

Extra work shall be distributed equally among qualified candidates

ARTICLE 7: OVERTIME

- 7.01 Overtime is authorized work performed during time worked in excess of forty (40) hours per work week.
- 7.02 Actual hours worked and holiday time will constitute "time worked" for the purpose of determining the time worked in excess of the forty (40) hours per work week required to establish eligibility for overtime compensation.
- 7.03 Overtime shall be compensated at one and one-half (1.5) times the employee's regular rate of pay. An employee who is required to work overtime on a Sunday will be paid twice the employee's regular rate of pay.
- 7.04 Overtime shall be distributed equally by seniority on a rotating basis. There shall be no pyramiding or duplication of overtime.

ARTICLE 8 : BONUS PAY

- 8.01 Employees will earn one day bonus pay for every thirty (30) consecutive school days worked, defined as follows:.

First	30 School Day Period
Second	30 School Day Period
Third	30 School Day Period
Fourth	30 School Day Period
Fifth	30 School Day Period
Sixth	30 School Day Period

Bonus Pay applies to all bus drivers and bus monitors, (excluding probationary and spare employees) regardless of their benefits-eligible status. Days taken and paid as Personal days will not count as days absent for this particular provision. Example: a sick day taken within the first thirty (30) days of school will render an employee ineligible for Bonus Pay in the first thirty (30) School Day Period defined above. The next Bonus Pay calculation will be based beginning on the first day of the second (30) School Day Period as defined above. If an employee is paid for sick leave for two or more consecutive days that spans two School Day Periods, that employee will be ineligible to receive Bonus Pay for both School Day Periods. Probationary employees who attain seniority within a School Day Period will begin their eligibility on the first day of the next full School Day Period. Employees can earn up to six (6) days of bonus pay per school year.

- 8.02 Bonus pay will be distributed twice per school year.

ARTICLE 9: LONGEVITY

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

After completing ten (10) consecutive years of service: \$ 750
 After completing fifteen (15) consecutive years of service:..... \$ 800
 After completing twenty (20) consecutive years of service: \$1,150

ARTICLE 10: CONTRACT YEAR

- 10.01 The contract year for individual contracts will run from July 1 to June 30.
- 10.02 Reemployment contracts for subsequent years will be issued, except in unusual circumstances, on or before June 15. Signed reemployment contracts shall be returned to the Director of Transportation office within ten (10) calendar days after the contracts are issued.

ARTICLE 11: DISCIPLINE

- 11.01 Probationary employees may be disciplined or terminated at the sole discretion of the District or its representatives.
- 11.02 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.
- 11.03 Written warnings and suspension or 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.
- 11.04 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, inappropriate conduct in the presence of students and parents, failure to operate a bus in a safe manner, willful destruction of property, insubordination) are made, the Director of Transportation and Director of Human Resources 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 Transportation and the Director Human Resources 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 conclusion of the Director of Human Resources that charges of a serious nature have been confirmed.
- 11.05 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) work days following the District's request for the meeting.

ARTICLE 12: HOLIDAYS

- 12.01 For the 2013-2014 contract year, employees shall be granted the following five (5) holidays with pay provided the day falls within the employee's contracted work year: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day. Beginning in the 2014-2015 contract year, employees shall be granted the following five (5) holidays with pay provided the day falls within the employee's contract work year: New Year's Day, Memorial Day, Veteran's Day, Thanksgiving Day and Christmas Day.

- 12.02 Actual days off will be defined by the school calendar. If a holiday occurs when school is in session, employees will be given an alternative floating holiday 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.
- 12.03 If a designated holiday falls within the contracted work schedule of an employee, that employee will receive pay from the District based on the hours scheduled by the District for the employee's regularly scheduled route(s) for the regularly scheduled work day which coincides with the designated holiday.
- 12.04 An employee who is required to work on a holiday as defined in Section 12.01 will be paid their standard wage rate for the holiday as stated in Section 12.03 and they will also be compensated a minimum of four (4) hours at one and one half (1½) times their standard wage rate.

ARTICLE 13: LEAVES

13.01 Bereavement Leave

- (a) After completion of the probationary period, benefits-eligible 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 hours scheduled by the District for the employee's regularly scheduled route(s) (home-to-school, mid-day kindergarten, mid-day special needs, late bus, permanent sub assignments) 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/personal/emergency leave to attend other funerals.
- (b) For the purposes of Section 13.01, "immediate family" shall include the employee's parents, grandparents, grandchildren, spouse, mother/father-in-law, brother/sister-in-law, daughter/son-in-law, children, sisters, brothers, step children, step parents, step brother/sister, and domestic or civil-union partner (either sex).

13.02 Civil Leave

- (a) After completion of the probationary period, an employee shall be given time off without loss of pay 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 Transportation Director.
- (b) An employee who is lawfully subpoenaed or requested to serve on jury duty will receive pay from the District based on the hours scheduled by the District for the employee's regularly scheduled route(s) (home-to-school, mid-day kindergarten, mid-day special needs, late bus, permanent sub assignments) within said jury duty period. 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.

13.03 Sick Leave/Personal Leave

- (a) During the first twelve (12) months of employment, benefits-eligible employees shall earn one (1) sick leave day for every month worked. Employees may accrue the equivalent of eight (8) sick leave days during their first contracted school year of employment with the District. Upon completion of the probationary period, benefits-eligible employees will be eligible to use sick leave and be credited for the time worked and the days earned during the probationary period toward eligibility for sick leave.
- (b) After completing twelve (12) months of employment, benefits-eligible employees shall earn one (1) sick leave day for each month worked until the maximum of ten (10) days has been earned during the contracted school year. Employees may accrue up to the equivalent of ten (10) days of sick leave per year accruable to a maximum of one hundred (100) days.

When an employee uses a sick leave day, employee will receive pay from the District based on the hours scheduled by the District for the employee's regularly scheduled route(s) (home-to-school, mid-day kindergarten, mid-day special needs, late bus, permanent sub assignments) within said sick leave period so long as sufficient sick leave days have been accumulated. Employees will only be charged for actual time lost.

- (c) Sick leave is accrued in hours based on schedules related to home-to-school, mid-day kindergarten, mid-day special needs, late bus, and permanent sub assignments. Sick leave is only earned based upon time actually worked. Sick leave will not accrue during leaves of absence. The parties agree that ten (10) days of sick leave are not the norm or entitlements but at times of unusual sickness or accident ten (10) or more days may be required for recovery.
- (d) All employees who are eligible for sick leave 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 the employee's immediate family, or to attend doctor or dental appointments.
- (f) Personal days may be taken for any purpose except to pursue other employment. Employees are expected to schedule any personal leave to minimize the impact of their absence on their scheduled employment responsibilities. Approval for personal days will be requested in advance whenever possible. The District reserves the right to deny requests for personal leave should the absence unreasonably interfere with the efficiency of the operation. An employee will be given up to two (2) non-accruable personal days per year in addition to their sick leave. Unpaid personal days will be paid out at year end (June).
- (g) For the purposes of Section 13.03, "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 or herself.
- (h) If an employee elects to use sick leave, the employee must notify and give a reason to the Director of Transportation no later than one (1) hour before employee's scheduled route or trip on each day of absence.

- (i) 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 and worked the two (2) week notice period shall be paid at a rate of \$75 per day for 100% of the unused sick leave employee accrued during employee's employment with the District, up to a maximum of fifty (50) days. For purposes of calculating the sick leave payout upon separation, it is agreed the District will standardize the daily hours worked at 6 hours.
- (j) 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 and worked the two (2) week notice period shall be paid at a rate of \$75 per day for 100% of the unused sick leave employee has accrued during employment with the District up to a maximum of one hundred (100) days. For purposes of calculating the sick leave payout upon separation, it is agreed the District will standardize the daily hours worked at 6 hours.
- (k) If an employee dies while employed by the District, the District shall pay at a rate of \$75 per day for 100% of the unused sick leave employee accrued during employment with the District up to a maximum of one hundred (100) days, to the following:
 - (1) a named beneficiary if the employee has filed one, or
 - (2) if no named beneficiary has been filed, to the estate of the deceased employee.

For purposes of calculating the sick leave payout upon separation, it is agreed the District will standardize the daily hours worked at 6 hours.

13.04 Child Bearing and Child Rearing Leaves

- (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 13.04 (a) shall be limited to the number of days of sick leave the employee has accrued. Employees who wish to take such leave shall notify the Director of Human Resources in writing as soon as practical, but in no event later than sixty (60) days prior to the date a leave is to commence, except in the case of a medical emergency.
- (b) After completion of twelve (12) months of employment, a leave of absence of up to one (1) school year without pay shall be granted to a benefits-eligible employee for the purpose of child rearing. Employees desiring such leave shall notify the Director of Human Resources as soon as practical, but in no event later than sixty (60) days prior to the date a leave is to commence, except in the case of a medical emergency.
- (c) An employee who takes a child rearing leave shall be returned to a position comparable to the position formerly held. If the leave has been for six (6) months, or less, there will be no reduction in pay or seniority and all rights and seniority shall be received as if the employee had been actively employed during the leave. If the leave is longer than six (6) months all rights shall be reinstated, except that experience level credit will not be given for leave time. An employee may pay the

cost of employee's 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.

13.05 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. Employees are asked to schedule voluntary reserve duty time during non-school time when possible.
- (b) An employee who is on reserve military leave will receive employee's regular pay from the District based on the hours scheduled by the District for the employee's regularly scheduled route(s) (home-to-school, mid-day kindergarten, mid-day special needs, late bus, permanent sub assignments) within said reserve duty period. An employee who receives both compensation from the District and compensation for military duty shall remit such military duty compensation to the District.
- (c) Extended military leaves shall be granted without pay and return to work shall be in accordance with applicable laws.

13.06 Unpaid Leaves of Absence

- (a) Other leaves of absence of up to one year in length, without pay, may be granted by the Director of Human Resources or designee. All requests for an unpaid leave of absence must be in writing and include a reason and a specific start and end date for the leave. Employees requesting a leave for an entire school year must submit the written request to the Director of Transportation or designee no later than two (2) weeks prior to the first work day of the school year, except in the case of an emergency. Employees requesting a leave during the school year must submit a written request to the Director of Transportation with as much notice as possible. Ordinarily, employees are expected to request a leave for the remainder of the then current school year with a scheduled return date no later than the first scheduled work day of the subsequent school year (if the employee wishes to return to work for that school year). Other leaves without pay within the same school year may be granted, however, a leave request must be incidental in nature and of a determinate duration. No employee shall abuse this provision by submitting an excessive number of requests for leaves without pay. Leaves that are intermittent in nature and are not due to a medical condition will not ordinarily be approved.
- (b) An employee on any leave authorized pursuant to the terms of Section 13.06 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 employee's 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, employee will give the Director of Transportation notice of such intent at least thirty (30) days prior to the termination of leave. Should there be no form of communication from an employee by the end of his/her leave of absence (unless due to circumstances beyond their control, i.e., medically incapacitated), the District shall have the right to terminate employment effective immediately. This provision is all-inclusive of any type of leave, i.e., bereavement, civil, sick, personal, child-bearing/child-rearing, military, unpaid, etc.
- (e) Leaves of absence shall not be unreasonably denied.
- (f) The District agrees to grant employees an unpaid leave of absence to serve as a Union official in accordance with this Section 13.06.
- (g) Leaves of absence will not be granted to allow employees to assume or accept other employment, except under the provisions of Sections 13.05 or 13.06 (f) as noted above.

13.07 Replacement Employees

- (a) The District may hire replacements for bargaining unit members who are on leaves of absence for a defined period of employment only. It is understood that said replacement employees shall be considered temporary employees for up to six (6) months of their employment as defined in Article 1.02 (b). Thus, replacement employees shall not be considered bargaining unit members and shall not receive benefits during that six (6) month period. Thereafter, replacement employees shall be provided with benefits in accordance with this Agreement for the duration of their employment or of the defined period of their employment, whichever is shorter.
- (b) 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 employee's defined period of employment, shall not be considered a lay-off and the lay-off procedure in Article 20 of this Agreement shall not apply to a replacement employee whose employment has been terminated.

ARTICLE 14: INSURANCE

14.01 Health and dental insurance benefits are available to benefits-eligible employees.

14.02 Health Insurance

(a) Choice of Benefits

- (1) The District will offer benefits-eligible employees a single membership in one medical benefit plan: (1) the Consumer-Driven Health Plan (CDHP) (**Exhibit D**).
- (b) Employees who elect to enroll in the Consumer-Driven Health Plan (CDHP) will contribute the following toward the cost of the single membership in the plan as determined by the District on or before September 1 of each year:
 - (1) For the 2013-2014 and 2014-2015 contract years, the employee contribution will be 0% of the audited annual cost of the single membership in the plan. The District will contribute 100% of the audited annual cost of the single membership. Those currently eligible for health insurance benefits, but not enrolled as of July 1, 2013, and elect to enroll in the CDHP plan, will contribute 5% of the audited annual cost of the single membership. Those hired on or after July 1, 2013 and elect to enroll in the CDHP health plan, will contribute 15% toward the audited annual cost of the single plan.
 - (2) For the 2015-2016 contract year, the employee contribution will be 5% of the audited annual cost of a single membership. The District will contribute 95% of the audited annual cost of a single membership. Those currently eligible for health insurance benefits, but not enrolled as of July 1, 2013, and elect to enroll in the CDHP plan, will contribute 5% of the audited annual cost of the single membership. Those hired on or after July 1, 2013 and elect to enroll in the CDHP health plan, will contribute 15% toward the audited annual cost of the single plan.
- (c) Effective in the 2015-2016 contract year, health insurance-eligible employees will have an option to return to an HMO single plan (**Exhibit D¹**) only if the union and the District agree to employer/employee contribution rates. The union must notify the District of its intent to return to an HMO plan by no later than March 1, 2015.
- (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) The employee's contribution for medical benefits will be provided through payroll deduction in equal installments through the individual employee's elected pay periods. The District shall file with the Internal Revenue Service to qualify these medical benefit contributions as pre-tax deductions pursuant to Section 125 of the Internal Revenue Code. As early as possible, but not later than January 1, the District will file with the Internal Revenue Service to qualify all other allowable benefit contributions as pre-tax deductions pursuant to Section 125 of the Internal Revenue Code.
- (f) Declination Payment. The District will pay \$700 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.

14.03 Dental Insurance

The District will offer bargaining unit members a single Delta Dental plan, A, B, & C (100% of coverage A, 100% of coverage B, 50% of coverage C) or equivalent (**Exhibit E**). Bargaining unit members will contribute toward the cost of their dental benefit plan in the amount of \$0.01 per pay period paid through payroll deduction during each of twenty (20) pay periods during the contract year.

14.04 Life Insurance

The District will pay for \$20,000 of term life insurance for each benefits-eligible employee. 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.

14.05 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 Combined Operations Maintenance Facility (COMF) property. The District retains the right to determine the responsibility for damages done.

ARTICLE 15: VEHICLE USE

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

ARTICLE 16: EDUCATIONAL INCENTIVE

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

ARTICLE 17: PHYSICAL EXAMINATIONS

17.01 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.

17.02 The physical may include a tuberculin skin test which shall be administered in accordance with Concord School Board Policy #411.

- 17.03 Employees agree to comply with all requirements for physical examinations, physical qualifications, and drug and/or alcohol testing as required by the District, the Department of Safety and/or the Department of Transportation.

ARTICLE 18: EVALUATIONS

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

ARTICLE 19: SENIORITY

Seniority shall be determined by the most recent date of hire. In the event of a tie in seniority, the sum of the numbers in each employee's social security number shall determine the employee's seniority. The employee with the lowest sum shall be considered the more senior employee.

ARTICLE 20: LAY-OFFS

- 20.01 In the event of a lay-off for any reason, employees shall be laid off from each classification (bus driver or bus monitor) and license category in the following order by seniority within each group:

- a. Probationary part-time
- b. Probationary full-time
- c. Permanent part-time
- d. Permanent full-time

Any employee, who is laid off from his/her home-to-school route or permanent substitute driver assignment, will not be allowed to retain any mid-day, late bus, program, seasonal athletic activity or summer work assignments.

- 20.02 Employees shall be recalled from lay-off to classifications for which they are qualified according to seniority in the inverse order of lay-off. 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.
- 20.03 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 employee's intention to return to work. Failure by the employee to so notify the District shall be considered a decision not to accept the recall. If a laid-off employee refuses one offer of recall to a position in employee's classification for which employee is qualified - whether by declining to accept the recall or failing to notify the District as required by this section - the employee shall forfeit employee's rights to recall under this section.
- 20.04 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.

- 20.05 The District will notify the Union of all scheduled lay-offs.
- 20.06 Any bus driver or bus monitor, whose awarded home-to-school route or permanent substitute driver assignment is eliminated, will have the option to bid (based on seniority) any home-to-school route or permanent substitute route that may be open (not awarded) at the time of the work elimination. If no such assignments are available, a senior bus driver may bump the least senior bus driver from his/her home-to-school route or permanent substitute driver assignment. Bus monitors may bump, in the same manner, within their job classification. Drivers will not be allowed to bump monitors. Any bus driver who successfully exercises his/her right to bump a home-to-school route or permanent substitute driver assignment will be allowed to retain any mid-day, late bus, program, seasonal athletic activity or summer work assignments that he/she may have that is not affected by the reduction in work assignments.
- 20.07 In cases of multiple routes being eliminated, preference will be given to senior drivers in selecting open slots versus bumping junior employees up to the number of eliminated positions. For example, two routes are eliminated and there is one un-awarded home-to-school position. The most senior displaced employee may decide to take the open position or bump the least senior employee. The second most senior displaced employee will be limited to whatever option remains. Any employee left displaced after a bumping cycle will be considered laid off.

ARTICLE 21: GRIEVANCE PROCEDURE

21.01 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.
- (d) A grievance, which is not filed within forty-five (45) work days 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.

21.02 Procedure

- (a) An employee with a grievance shall first discuss it with the Director of Transportation in an attempt to resolve the matter mutually at that level. A decision will be rendered by the Director of Transportation within five (5) work days.
- (b) If the aggrieved person is not satisfied with the informal resolution of the grievance by the Director of Transportation, or if no decision has been rendered within five (5)

working days after employee's discussion with the Director of Transportation, the employee shall submit the grievance in writing to the Director of Transportation . The Director of Transportation shall meet with the employee within five (5) working days after receiving the written grievance.

- (c) If the aggrieved person is not satisfied with the disposition of the grievance by the Director of Transportation, or if no decision has been rendered within five (5) working days after employee's first meeting, the employee shall notify the Union within five (5) working days if employee 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) working days. The Director of Human Resources shall meet with the employee and a representative of the Union within five (5) working days after receiving the written grievance and shall communicate his/her decision in writing to the aggrieved person and the Union 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 or designee, employee shall notify the Union within five (5) working days after receipt of the Director of Human Resources or designee's decision. If the aggrieved person is not satisfied with the disposition of the grievance by the Director of Human Resources or designee, or if no decision has been rendered within five (5) working days after meeting, the employee shall notify the union within five (5) working days. If the Union determines that the matter should be arbitrated, it shall so advise the Director of Human Resources or designee in writing within ten (10) working days of the receipt of the employee's request.
- (e) The parties hereby designate the American Arbitrator's Association as mutually agreed upon arbitrators for the resolution of grievances.
- (f) Within ten (10) working days of notification to the Director of Human Resources or designee of the Union's determination that the matter should be arbitrated, the District shall contact each of the above arbitrators, notify the arbitrators as to the nature of the dispute, and determine when each arbitrator is available to hear the grievance.
- (g) The arbitrator who is available on the earliest date, which is mutually convenient for the parties, shall be selected to arbitrate the grievance. If none of the designated arbitrators is available or available within a reasonable time to resolve the grievance, the parties will discuss selection of a mutually agreed-upon alternative arbitrator. If the parties fail to agree upon an arbitrator within fifteen (15) working days after the District has indicated that none of the designated arbitrators is available or available within a reasonable time, then either party may apply to the American Arbitration Association for designation of an arbitrator.
- (h) 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.
- (i) After receiving notice of the request for arbitration, the arbitrator shall meet with the affected employee and parties representing the Union and the District, and shall proceed forthwith to make a binding disposition of the grievance by such means and methods as he may determine to be necessary. If the employee refuses to meet with the arbitrator, the Superintendent's or designee's decision shall be upheld. The arbitrator is limited in his authority to interpreting the Agreement in the resolution of

the issue submitted to him by the parties and has no authority to alter, change or modify any provision of this Agreement.

- (j) The arbitrator shall prepare a written decision and no appeal there from shall be permitted.
- (k) The cost of arbitration, including arbitrator's fees and reasonable expenses, shall be borne equally by the District and the Union.
- (l) 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.
- (m) 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.
- (n) Forms for the grievance procedure will be jointly prepared by the Director of Human Resources or designee and the Union and given appropriate distribution.
- (o) A grievance involving a group of employees 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.
- (p) A grievance involving the discharge of an employee shall be submitted in writing by the Union directly to the Director of Human Resources.
- (q) Time limits for the processing of grievances may be extended by mutual agreement, in writing, executed by both parties.

ARTICLE 22: SEPARABILITY

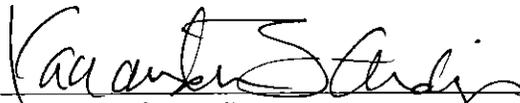
22.01 The provisions of this Agreement are severable, and if any provision is found to be unlawful by any court of competent jurisdiction for any reason, it shall not affect the validity or enforceability of the remaining provisions of the Agreement. The District and the Union agree to meet to consider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

ARTICLE 23: TAX-SHELTERED ANNUITY

23.01 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: 10-7-13

By: 
Kassandra Arding,
Concord School Board President

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

Date: 10-9-13

By: 
Geana Baum,
UAW Association Chair

Exhibit A 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 may 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 C
Bus Driver Wage Schedule

<u>STEP</u>	<u>2013-2014</u>	<u>2014-2015</u>	<u>2015-2016</u>
1	\$14.49	\$14.64	\$14.82
2	\$14.86	\$15.01	\$15.20
3	\$15.24	\$15.39	\$15.58
4	\$15.59	\$15.75	\$15.94
5	\$15.96	\$16.12	\$16.32
6	\$16.32	\$16.48	\$16.69
7	\$16.68	\$16.84	\$17.05
8	\$17.04	\$17.21	\$17.43
9	\$17.41	\$17.58	\$17.80
10	\$17.76	\$17.94	\$18.16

See "Article 5 – Wages" for detailed information regarding new hires.

Exhibit C¹
Bus Monitor Wage Schedule

<u>STEP</u>	<u>2013-2014</u>	<u>2014-2015</u>	<u>2015-2016</u>
1	\$11.56	\$11.68	\$11.82
2	\$11.85	\$11.96	\$12.11
3	\$12.14	\$12.26	\$12.41
4	\$12.43	\$12.56	\$12.72
5	\$12.71	\$12.83	\$13.00
6	\$13.00	\$13.13	\$13.30
7	\$13.30	\$13.43	\$13.60
8	\$13.58	\$13.72	\$13.89
9	\$13.88	\$14.01	\$14.19
10	\$14.16	\$14.30	\$14.48
11	\$14.44	\$14.59	\$14.77
12	\$14.74	\$14.89	\$15.07
13	\$15.02	\$15.17	\$15.36

SCHOOLCARE
SUMMARY OF BENEFITS

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

BENEFITS	CDHP (In-Network Benefits Only)
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
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

BENEFITS	CDHP (Out-of-Pocket Maximum Only)
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).	Deductible, then 20% to the Out of Pocket Maximum
INPATIENT (prior authorization required)	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

**HMO (Open Access)
\$5 Office Visit, \$5/15/25 Rx**

**SCHOOL CARE
SUMMARY OF BENEFITS**

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

BENEFITS	OPEN ACCESS HMO
DEDUCTIBLES, MAXIMUMS Plan Year Deductible Out-of-Pocket Maximum/ per plan year Maximum Lifetime benefit	N/A N/A Unlimited
PREVENTIVE CARE * Routine Physical Examination Routine Immunizations Well Child Preventive Care Well Woman Preventive Care Adult Preventive Care Additional services such as urinalysis and EKG * Includes Naturopathic Services, Routine Laboratory and Diagnostic Testing	\$0 \$0 \$0 \$0 \$0 \$0
ROUTINE VISION CARE Routine Exam (one every 12 months for all ages) Discounts Available for Eyewear	\$5 per visit
HEARING TESTS	\$5 per visit
OTHER PHYSICIAN SERVICES * Office Visits and/or Office Surgery Maternity Care * Includes Naturopathic Services	\$5 per visit \$5 per visit (initial visit only)
OUTPATIENT DIAGNOSTIC TESTING Radiology and Laboratory Services (prior authorization required for some tests)	\$0
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	\$0 (Inpatient admissions and some outpatient procedures require prior authorization.)
EMERGENCY ROOM CARE Hospital Emergency Room Urgent Care Facility (Medically Necessary and Worldwide, In or Out of Network)	\$50 per visit (waived if admitted) \$25 per visit (waived if admitted)

HMO (Open Access)
 \$5 Office Visit, \$5/15/25 Rx

BENEFITS		OPEN ACCESS HMO
MENTAL HEALTH/SUBSTANCE ABUSE		AN HMO MEMBER PAYS
OUTPATIENT (Physician's office)		\$5 copay per visit
INPATIENT HOSPITALIZATION AND OUTPATIENT FACILITY (prior authorization required)		\$0
PREScription DRUGS Through participating pharmacies		Retail: (30 day supply) \$5 generic/\$15 preferred brand name/\$25 non-preferred brand name drugs
Oral contraceptives (generic) covered at \$0 copay (prior authorization required for some drugs)		Maintenance: (90 day supply) \$5 generic/\$15 preferred brand name/\$25 non-preferred brand name drugs available only through Cigna Home Delivery mail order.
PHYSICAL, OCCUPATIONAL AND SPEECH THERAPIES		
OUTPATIENT: short-term rehab. up to 60 days per person/per plan year; includes PT, OT, ST and cardiac rehab (combined maximum)		\$0
INPATIENT (prior authorization required)		\$0
CHIROPRACTIC CARE		
20 days per person/per plan year		\$5 per day
ACUPUNCTURE* (In or Out of Network)		
12 days per person/per plan year		\$5 per day
*Coverage based on CIGNA's medical guidelines.		
DURABLE MEDICAL EQUIPMENT		20%
EXTERNAL PROSTHETIC APPLIANCES		20%
OTHER BENEFITS		
ORAL SURGERY (accidents only)		\$0 (\$5, Physician's office)
REMOVAL OF BONEY IMPACTED WISDOM TEETH		\$0 (\$5, Physician's office)
SKILLED NURSING CARE		\$0
(100 days maximum per person/per plan year)		
AMBULANCE (if not a true emergency, services are not covered)		\$0
BLOOD TRANSFUSIONS		\$0
HOME HEALTH SERVICES		\$0
HOSPICE		\$0
GOOD FOR YOU! BY SCHOOLCARE Health and Wellness Incentives, Employee Assistance Program		Covered

Exhibit E
Dental Insurance



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%
<p>Diagnostic: Evaluations - once in a 6-month period</p> <p>X-rays (Complete series or panoramic film) once in a 3-year period</p> <p>Bitewing x-rays once in a 12-month period</p> <p>X-rays of individual teeth as necessary*</p> <p>Oral cancer screening once in a 12-month period</p> <p>Preventive: Cleanings once in a 6-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 lifetime per tooth for children to age 15</p>	<p>Restorative: Amalgam (silver) fillings Composite (white) fillings (anterior teeth only)</p> <p>Oral Surgery: Surgical and routine extractions</p> <p>Endodontics: Root canal therapy</p> <p>Periodontics: Periodontal maintenance (cleaning)</p> <p>Only one cleaning is covered in a 6-month period; this can be routine (Coverage A) or Periodontal (Coverage B), but not both.</p> <p>Treatment of gum disease</p> <p>Denture Repair: Repair of a removable denture to its original condition</p> <p>Emergency Palliative Treatment</p>	<p>Prosthodontics: Removable and fixed partial dentures (bridge); complete dentures</p> <p>Rebase and reline (dentures)</p> <p>Crowns</p> <p>Onlays</p> <p>Implants</p>

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.

TRANSPORTATION DEPARTMENT EVALUATION FORM

Employee's Name: _____

Shift Worked: _____

Supervisor: _____

Date of Evaluation: _____

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

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

	1	2	3	4
<u>APPEARANCE</u> Follows State and local standards for dress, Employee presents a professional appearance to students and staff	—	—	—	—
<u>ATTENDANCE</u> Attends work on a reliable basis. Any absence taken is in accordance with contract provisions. Notifies Supervisors of absence in a timely manner.	—	—	—	—
<u>TAKES DIRECTION</u> Receives direction with a positive attitude. Accepts Changes in work schedule or tasks to accommodate Both planned work and emergencies.	—	—	—	—
<u>JOB ASSIGNMENTS</u> Carries out job assignments and responsibilities with a High degree of effectiveness and safety. Uses time Appropriately to complete routes and other work Assignments within time lines. Reports to work in time To perform pre-trip and post-trip duties.	—	—	—	—
<u>BUS MAINTENANCE</u> Bus is make ready for daily use in accordance with State, Federal and District guidelines.	—	—	—	—
<u>SAFETY</u> Operates vehicles in a safe and responsible manner as Described by New Hampshire Law, Federal Motor Carrier Regulations and Concord School District policy. Meets Requirements of Federal Motor Carrier compliance review	—	—	—	—
<u>TRAINING</u> Has attained required training hours as described in UAW Contract/employee handbook.	—	—	—	—
<u>COMMUNICATIONS</u> Communicates effectively and appropriately with students, Parents, staff and supervisors to solve problems, clarify expectations and understand priorities	—	—	—	—
<u>ATTITUDE</u> Maintains a positive attitude toward the school community and the District's policies and Procedures	—	—	—	—

Comments: _____

Supervisor's Signature: _____ **Date:** _____

Employee's Signature: _____ **Date:** _____

CONCORD SCHOOL BOARD

AND

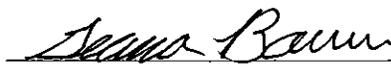
UAW AND ITS TRANSPORTATION LOCAL 2232

JULY 1, 2013 – JUNE 30, 2016

SIDEBAR AGREEMENT

The Concord School District ("District") and the UAW and Its Transportation Local 2232 agree:

To establish and participate in a health insurance study committee to educate District stakeholders in current District health insurance programs and to research additional health insurance options in order to provide input to the District.



Chair,
Local Unit 2232
Transportation



President,
Concord School Board

CONCORD SCHOOL BOARD

AND

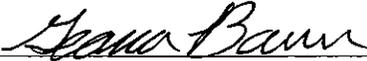
UAW AND ITS TRANSPORTATION LOCAL 2232

JULY 1, 2013 – JUNE 30, 2016

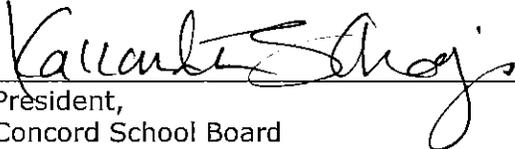
SIDEBAR AGREEMENT

The Concord School District ("District") and the UAW and Its Transportation Local 2232 hereby agree:

To allow the UAW and its Transportation Local 2232 to establish, administer and maintain a sick bank. The provisions of the sick bank, i.e., number of days maintained as a balance, replenishment, and usage must be mutually agreed between both parties prior to the implementation of said sick bank.



Chair,
Local Unit 2232
Transportation



President,
Concord School Board