

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CONCORD SCHOOL DISTRICT
AND
UNITED PROFESSIONAL BUS DRIVERS OF CONCORD/UAW LOCAL #2322
JULY 1, 2019 to JUNE 30, 2022

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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 2322 (together, the Union) shall be in force for the years beginning July 1, 2016 and ending June 30, 2019. 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 and bus monitors, 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. E-0177-1, Decision No. 2015-085, on May 4, 2015.

1.02 Definitions:

- (a) "Employee(s)" includes all personnel working in the bargaining unit as defined in Section 1.01
- (b) "Temporary Employees" includes all personnel hired by the District on a temporary basis for a period of six months or less. The District reserves the right to hire temporary employees for six months or less who shall not become members of the bargaining unit. The District may also hire replacement employees for a defined period of employment in accordance with Article 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) "Unassigned Bus Driver" – holds all 'Bus Driver' credentials and has successfully completed the probationary period but has no available home-to-school / school-to-home vacancy to bid on.

Unassigned drivers are considered regular employees and will be added to the seniority list. They serve very much like 'permanent substitute drivers' until a route or permanent substitute driver position is officially vacated. Once a vacancy(s) becomes available, the unassigned bus driver must bid. Unassigned drivers are expected to work on school days for both the morning and afternoon home-to-school

and school-to-home shifts. They will be paid a minimum of two (2) hours per morning and two (2) hours per afternoon shift. Unassigned drivers will be considered "benefits-eligible."

- (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) "Bus Driver/Trainer" – holds all 'Bus Driver' credentials and assists management with training new and existing drivers, bus monitors, and crossing guards (on an on-going basis) to perform hands-on transportation-related duties, especially teaching trainees how to drive commercial motor vehicles.

Works one-on-one with individuals and in small group sessions to teach practical skills. Maintains a continuing knowledge of, and ability to share, required industry information. Works kindly, respectfully and flexibly with others and teaches to a variety of abilities. Models an appropriate high-level work ethic by carefully following all safety rules and exhibits excellent attendance and punctual behavior while working a changeable schedule. Must regularly safeguard confidential material regarding school and workplace matters. Drives a school bus for the District as a front-line back up to support the daily operation.

- (i) "Benefits-Eligible" – Upon successful completion of the probationary period, regular employees (including "unassigned bus drivers") who maintain a morning and afternoon shift will be considered 'benefits-eligible.' See contract sections related to

health insurance, declination payments, dental, life insurance, sick leave and personal leave for more details about each benefit.

The change in this provision is temporary. The District reserves the right to re-visit this provision during the course of this 3-year Agreement (2019-2022), by requesting the bargaining unit to re-negotiate this provision only.

- (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. It is agreed that union membership is not a mandatory condition of employment
- 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 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 bulletin boards specifically reserved for union notices. No notices shall be posted except on such bulletin boards. In the event the union requests to post a notice on a bulletin board not specifically assigned, the posting shall require prior approval. 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 2019-2022 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 (2019-2020)	2.00%
Year 2 (2020-2021)	2.00%
Year 3 (2021-2022)	2.00%

All newly hired, first-time employees will be placed on a step determined by the District not to exceed Step 4 of the wage scale. The District may, at its sole discretion, offer a bonus of up to \$1,000 to be paid within the first year of employment, as a recruitment/retention incentive.

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 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(d) Late Bus Routes

Regular buses that bring students home from after-school programs (excludes special needs buses).

6.01(e) 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(f) 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(g) 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(h) 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(i) 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(j) 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(k) 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 2322. 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 vacant. Postings will close at 5:00pm on the fifth (5th) posted school day, 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 Transportation Director 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 week.

That means, all (AM, PM, Midday, Sub, Late Bus, Seasonal Athletic etc.) of an employee's awarded assignments will be considered in combination with one another when determining if the driver is within the forty (40) hour per week maximum limit.

In cases where a combination of assignments results in overtime (more than 40 hours) based on scheduled/predicted work, a driver who would otherwise be awarded a bid without consideration for the 40 hour work week limit, would have the option to "give up" other assignments (other than their AM or PM base work, Special Needs includes Midday) to make their package fit within a 40 hour work week. Due to the inconsistent nature of most assignment schedules (e.g. hours per day, days per week, day of week, frequency of non-school days reducing a work week etc.) a good faith effort will be made by the District to create a total hours per week estimate for the potential awardee.

In rare cases, where this good faith effort (best guess) produces a number that is over 40 hours per week, for some number of weeks, an exception consideration

will be made. The Transportation Director will consult with the Union leadership to review estimates of hours and the likely quantity and frequency of overtime.

If overtime is infrequent and small in quantity (to be determined on a case by case basis) the assignment may be awarded to a driver as an exception to the 40 hour per week rule.

Example: A driver has an AM, PM and Late Bus Award and bids on a Sport. After reviewing the likely schedules involved including the net value of tradeoffs (e.g. a sport is done instead of a PM home-to-school) and the total value of that combination is likely to put that driver in overtime once during that season for a quantity of two hours, it would be reasonable to award that assignment to that driver with the understanding that it is an exception to an important rule.

Some sports such as track, swimming and wrestling are particularly likely to cause overtime for many drivers. Careful and specific attention will need to be applied in these cases.

Consultations with Union leadership are non-binding and the final decision will be at the sole discretion of the Transportation Director. Union dissatisfaction with a decision can be processed through the grievance procedure outlined in Article 21.

Case by case reviews will seek to continually award work on a fair and consistent basis. Decisions made in review cases after July 1, 2016 will have an impact on future cases. Examples of cases prior to July 1, 2016 may be studied but not necessarily imitated if the outcome did not result in closely complying with the 40 hour per week rule.

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 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(d) 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(e) 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(f) 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 generally considered stand-alone assignments. However, in some cases, there is a connection between two awarded activities. For example, Bus I and Bus II represent that there are enough participants on one athletic team to sometimes warrant the need for two buses to serve an event. Bus II can only exist if there is a Bus I. Should there be any need to only dispatch one bus, Bus I (and the driver holding that award) will always be dispatched without consideration for the seniority of the Bus II driver. However, should a bus driver who has been awarded a Bus I seasonal athletic activity be unable to work a Bus I trip, a reasonable effort will be made to assign that trip to Bus II driver. The Bus II trip (if needed) will be reassigned through the rotational trip process as noted in Article 6.03(h).

In some other cases, there are Team A and Team B designations. Team A participants are usually considered to have better athletic ability than their Team B counterparts. The teams are separate entities and follow different schedules. The differentiation is important when two buses are combined into one as follows.

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 Athletic Department will be asked to prioritize which group should be served first (as if only one of the groups could be served). The trip will be awarded to the driver that normally serves (been awarded) that priority group. [Note: Varsity and (A) teams will usually supersede Junior Varsity and (B) teams.]

If in the rare event that Team A & Team B trips are combined onto one bus and the driver of the Team bus designated by the Athletic Department as the preferred Team is unable to complete the assignment, a reasonable effort will be made to offer the now open assignment to the Team driver that was not preferred. For example, if Team A is chosen as preferred over Team B, and the Team A driver is not able to do the trip, a reasonable effort will be made to offer the trip to the Team B driver.

In cases where the Transportation Department needs to dispatch one bus before another, operational and rider need will supersede any seniority

consideration. If practical, the second driver should be dispatched as soon as reasonably possible.

Example: Boys A Soccer is traveling to Manchester and Girls B Soccer is traveling to Merrimack. Only one bus can be spared from the PM school-to-home operation. Both teams can fit on one bus. The Boys A Soccer driver is senior. The Girls B bus driver may be dispatched first if it makes the most practical sense. In this case, the Boys would be dropped off in Manchester and the bus would continue to Merrimack. When the Boys A Soccer driver completes her/his school-to-home route, she/he would depart to Manchester to attend to, and retrieve, the Boys Soccer team.

In cases where the Athletic departments combines two separate trips of equal importance, (e.g. Softball & Baseball) 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 allowed.

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(g) 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. The District shall provide the union with the rotational list and sign up sheet at the start of each school year and an updated list upon request.
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. 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(h) 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(i) 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(j) 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 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 special needs or late bus assignment for a total of six (6) or more hours worked are permitted up to \$15.00 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 one trip stipend per day. 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

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 employees). 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. Payment shall be made in whole within the next two (2) pay periods following the employee's anniversary of their original date of hire.

After completing ten (10) consecutive years of service:	\$1,000
After completing fifteen (15) consecutive years of service:.....	\$1,150
After completing twenty (20) consecutive years of service:	\$1,500

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 electronically, except in unusual circumstances, on or before June 15. Signed reemployment contracts shall be returned to the Human Resources 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 Employees shall be granted the following six (6) holidays with pay provided the day falls within the employee's contract work year: New Year's Day, Martin Luther King 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, the employee will receive seven (7) hours per holiday if they have been employed by the District for five (5) or less consecutive years of service, and eight (8) hours per holiday if they have been employed by the District for more than five (5) consecutive years of service.
- 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) All non-probationary employees (excluding Casual 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 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 partner (either sex).
- *Any child by which the employee has legal custody

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 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 advice.
- (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 \$90 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 \$90 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 \$95 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 workdays 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 an employee for the purpose of child rearing. Employees desiring such leave shall notify the Director of Human Resources as soon as practical, but in no event later than sixty (60) days prior to the date a leave is to commence, except in the case of a medical emergency.
- (c) An employee who takes a child rearing leave shall be returned to a position comparable to the position formerly held. If the leave has been for six (6) months, or less, there will be no reduction in pay or seniority and all rights and seniority shall be received as if the employee had been actively employed during the leave. If the leave is longer than six (6) months all rights shall be reinstated, except that experience level credit will not be given for leave time. An employee may pay the

cost of 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 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 workday 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 workday 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/D¹**).
- (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:

For the 3 years of this Agreement (2019-2020, 2020-2021 and 2021-2022), the employee contribution will be 10% of the audited annual cost of a single membership. The District will contribute 90% of the audited annual cost of a single membership. Those currently eligible and not enrolled and 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) **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.
- (d) The employee's contribution for medical benefits will be provided through payroll deduction in equal installments through the individual employee's elected pay periods. The District shall file with the Internal Revenue Service to qualify these medical benefit contributions as pre-tax deductions pursuant to Section 125 of the Internal Revenue Code. As early as possible, but not later than January 1, the District will file with the Internal Revenue Service to qualify all other allowable benefit contributions as pre-tax deductions pursuant to Section 125 of the Internal Revenue Code.
- (e) **Declination Payment.** The District will pay \$850 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.
- (f) In the event that the health insurance plan under this agreement is projected to trigger the Excise or so-called "Cadillac" tax, the parties agree to exchange health insurance proposals each year of this agreement, limited only to identifying a health insurance plan that complies with the Affordable Care Act (ACA) and that does not result in the position of the Excise tax. The parties acknowledge that coverage and benefits available under the plans they propose may modify and/or reduce coverage and benefits currently available. If the parties are not able to agree on one of these two proposed plans, the plans will be submitted to binding arbitration no later than March 15th of each year with a mutually acceptable arbitrator. In the event the parties cannot agree on an arbitrator, the NH PELRB will select. After hearing from both parties, the arbitrator will choose one of the two proposed plans by June 15th and that plan will take effect on July 1st. The District agrees to continue to contribute the same percentage rate of the yearly premium cost for the single plan.

14.03 Dental Insurance

The District will offer benefits-eligible 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**).

14.04 Life Insurance

The District will pay for \$20,000 of term life insurance (as defined by the plan) 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/TRAINING

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.

The District provides training to its Transportation Department employees on a regular basis before and during the school year. The District will continue to make training sessions available on non-school days including the opening day meeting (prior to the first day of school) and on some scheduled professional development days as practical. The District may also make training sessions available on weekends and school vacations if there is interest and conditions permit. The District reserves the right to make the opening day meeting and any training session available on a work day or professional development day a mandatory training session.

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 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) workdays 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 layoffs.

- 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: 6-3-19

By: _____
Jennifer Patterson,
Concord School Board President

**UNITED PROFESSIONAL BUS DRIVERS OF
CONCORD/UAW LOCAL #2322**


Date: 6-3-19

By: _____
Kevin Boutin,
UAW Servicing Representative

[signatures on file]

Exhibit A
Dues Deduction Authorization Form

MEMBERSHIP APPLICATION

<hr/> <i>please print: (last name)</i>	<hr/> <i>(first name)</i>	<hr/> <i>(middle initial)</i>
<hr/> <i>(street address)</i>	<hr/> <i>(city)</i>	<hr/> <i>(state)</i>
<hr/> <i>(zip)</i>		
<hr/> <i>(home phone)</i>	<hr/> <i>(email)</i>	
<hr/> <i>(employer)</i>	<hr/> <i>(job title)</i>	
<hr/> <i>(work site/department)</i>	<hr/> <i>(hire date)</i>	

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

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

PLEASE FILL OUT & SIGN BOTH SECTIONS BEFORE RETURNING

AUTHORIZATION FOR CHECK-OFF DUES

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

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

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

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

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

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

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



Exhibit B
DIRECT DEPOSIT ENROLLMENT/CHANGE FORM

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

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

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

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

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

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

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

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

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

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

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

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

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

I have read and understood this form:

EMPLOYEE NAME (Please Print)

SCHOOL / DEPARTMENT

SIGNATURE

DATE

Exhibit C
Bus Driver Wage Schedule

<u>STEP</u>	<u>2019-2020</u>	<u>2020-2021</u>	<u>2021-2022</u>
1	\$16.04	\$16.36	\$16.69
2	\$16.45	\$16.78	\$17.12
3	\$16.86	\$17.20	\$17.54
4	\$17.26	\$17.61	\$17.96
5	\$17.67	\$18.02	\$18.38
6	\$18.06	\$18.42	\$18.79
7	\$18.45	\$18.82	\$19.20
8	\$18.87	\$19.25	\$19.64
9	\$19.27	\$19.66	\$20.05
10	\$19.66	\$20.05	\$20.45
11	\$20.03	\$20.43	\$20.84

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

Exhibit C¹
Bus Monitor Wage Schedule

<u>STEP</u>	<u>2019-2020</u>	<u>2020-2021</u>	<u>2021-2022</u>
1	\$12.79	\$13.05	\$13.31
2	\$13.11	\$13.37	\$13.64
3	\$13.43	\$13.70	\$13.97
4	\$13.77	\$14.05	\$14.33
5	\$14.08	\$14.36	\$14.65
6	\$14.39	\$14.68	\$14.97
7	\$14.72	\$15.01	\$15.31
8	\$15.03	\$15.33	\$15.64
9	\$15.36	\$15.67	\$15.98
10	\$15.68	\$15.99	\$16.31
11	\$15.98	\$16.30	\$16.63
12	\$16.31	\$16.64	\$16.97
13	\$16.63	\$16.96	\$17.30
14	\$16.93	\$17.27	\$17.62

SUMMARY OF BENEFITS

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

BENEFITS	YELLOW OPEN ACCESS (In-Network Benefits Only)
DEDUCTIBLES, MAXIMUMS* Plan Year Deductible Coinsurance Out-of-Pocket Maximum/Plan Year Maximum Lifetime Benefit *All family members contribute towards family deductible/out-of-pocket max.	Individual: \$1,250; Family: \$2,500 Medical 20%; Pharmacy 10% (or \$75 cap per prescription) Individual: \$2,000; Family: \$4,000 Unlimited
EMPLOYER FUNDING Optional subject to collective bargaining or governance policy, the employer may contribute up to 50% of the out-of-pocket maximum through an HRA, FSA or other legally permissible method.	Individual: \$1,000; Family: \$2,000 This is the maximum amount allowed annually under SCHOOLCARE policy.
PREVENTIVE CARE (Includes Naturopath Services, Routine Laboratory & Diagnostic Testing) Routine Physical Examination Routine Immunizations Well Child Preventive Care Well Woman Preventive Care Adult Preventive Care Additional services such as urinalysis and EKG Routine Eye Exam (one every 12 months for all ages) Discounts Available for Eyewear	\$0 \$0 \$0 \$0 \$0 \$0 \$0
OTHER PHYSICIAN SERVICES (Includes Naturopath Services) Office Visits and/or Office Surgery Maternity Care Cigna Telehealth Connection (see details on myCigna.com)	Deductible, then 20% to the Out of Pocket Maximum Deductible, then 20% to the Out of Pocket Maximum Deductible, then 20% to the Out of Pocket Maximum
OUTPATIENT DIAGNOSTIC TESTING Radiology and Laboratory Services (Prior authorization required for some tests)	Deductible, then 20% to the Out of Pocket Maximum
HOSPITAL CARE Inpatient Services including Newborn Care Same Day or Outpatient Surgery Radiation and Chemotherapy Physician Visits and Services Anesthesiologist Services Operating Room X-ray and Laboratory Services Medications and Supplies	Deductible, then 20% to the Out of Pocket Maximum (Inpatient admissions and some outpatient procedures require prior authorization)

SCHOOLCARE Yellow Open Access

BENEFITS	YELLOW OPEN ACCESS (In-Network Benefits Only)
HEARING TESTS	Deductible, then 20% to the Out of Pocket Maximum
EMERGENCY & URGENT CARE <i>(Medically Necessary and Worldwide)</i> Hospital Emergency Room Urgent Care Facility	Deductible, then 20% to the Out of Pocket Maximum Deductible, then 20% to the Out of Pocket Maximum
MENTAL HEALTH/SUBSTANCE USE DISORDER OUTPATIENT (Physician's office) INPATIENT HOSPITALIZATION AND OUTPATIENT FACILITY (Prior authorization required)	Deductible, then 20% to the Out of Pocket Maximum Deductible, then 20% to the Out of Pocket Maximum
PRESCRIPTION DRUGS Cigna Participating Pharmacies Go to Cigna.com/Rx90network for listing of 90-day network retail pharmacies Certain Preventive Generic Drugs including oral contraceptives (generic): \$0 (Prior authorization and step therapy are required for some drugs)	Retail - up to 90-day supply: Deductible, then 10% to the Out of Pocket Maximum† Mail Order – up to 90-day supply: Deductible, then 10% to the Out of Pocket Maximum† available only through Cigna Home Delivery mail order Specialty Drugs: 30-day supply only, filled through Cigna Home Delivery mail order ‡\$75 cap per prescription after deductible
PHYSICAL, OCCUPATIONAL AND SPEECH THERAPIES OUTPATIENT: short-term rehab, up to 60 days per person/per plan year, includes PT, OT, ST and cardiac rehab (Combined maximum). INPATIENT (Prior authorization required)	Deductible, then 20% to the Out of Pocket Maximum Deductible, then 20% to the Out of Pocket Maximum
CHIROPRACTIC CARE 20 days per person/per plan year	Deductible, then 20% to the Out of Pocket Maximum
ACUPUNCTURE† <i>(In or Out of Network)</i> 12 days per person/per plan year †Coverage based on Cigna medical guidelines.	Deductible, then 20% to the Out of Pocket Maximum
DURABLE MEDICAL EQUIPMENT	Deductible, then 20% to the Out of Pocket Maximum
EXTERNAL PROSTHETIC APPLIANCES	Deductible, then 20% to the Out of Pocket Maximum
OTHER BENEFITS ORAL SURGERY <i>(accidents only)</i> REMOVAL OF BONEY IMPACTED WISDOM TEETH SKILLED NURSING CARE <i>(100 days per person/per plan year maximum)</i> AMBULANCE <i>(if not a true emergency, services are not covered)</i> BLOOD TRANSFUSIONS HOME HEALTH SERVICES HOSPICE	All other covered services subject to plan year deductible and 20% coinsurance to the out-of-pocket maximum for the plan year.
GOOD FOR YOU! by SCHOOLCARE HEALTH AND WELLNESS INCENTIVES, EMPLOYEE ASSISTANCE PROGRAM	Included – up to \$800 for subscriber and \$400 for spouse

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

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

CUSTODIAL ANNUAL EVALUATION FORM

Employee's Name: _____

Shift Worked: _____

Supervisor: _____

Date of Evaluation: _____

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

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

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

Comments: _____

Supervisor's Signature: _____ Date: _____

Employee's Signature: _____ Date: _____

CONCORD SCHOOL BOARD
AND
UNITED PROFESSIONAL BUS DRIVERS OF CONCORD/UAW LOCAL #2322

JULY 1, 2019 – JUNE 30, 2022

SIDEBAR AGREEMENT

The Concord School District ("District") and the United Professional Bus Drivers of Concord/UAW Local #2322 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.

Kevin Boutin
Servicing Representative,
Local Unit 2322
Transportation

Thomas Croteau
Vice President,
Concord School Board

[signatures on file]

MEMORANDUM OF UNDERSTANDING

CONCORD SCHOOL BOARD

AND

UNITED PROFESSIONAL BUS DRIVERS OF CONCORD/UAW LOCAL #2322

JULY 1, 2019 – June 30, 2022

Both parties agree as follows:

For this July 1, 2019 – June 30, 2022 successor Agreement, Article 3: UNION RIGHTS, Paragraph 3.01, was amended as noted below:

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. It is agreed that union membership is not a mandatory condition of employment.

It is further agreed that should the service fee/fair share provision be overturned or amended at the federal or state level, and is deemed to be allowed, this language in Paragraph 3.01 shall be reinstated.

Kevin Boutin,
UAW Servicing Representative

Larry Prince,
Director of Human Resources

6-18-19
Date

6/18/19
Date

[signatures on file]