

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CONCORD SCHOOL DISTRICT

AND

UAW AND ITS LOCAL UNIT 2232

2006 - 2010

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CONCORD SCHOOL DISTRICT

AND

UAW AND ITS LOCAL UNIT 2232

JULY 1, 2006 to JUNE 30, 2010

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 Local 2232 (Local 2232) (together, the Union) shall be in force for the years beginning July 1, 2006 and ending June 30, 2010. 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 all full-time and regular part-time custodial staff, except the Facilities Manager and other District supervisory personnel, as certified by the PELRB in Case No. M-0687 on September 30, 1993.

1.02 Definitions:

A. "Employee(s)" includes all personnel working in the bargaining unit as defined in Section 1.01.

B. "Temporary Employees" includes all personnel hired by the District on a temporary basis for a period of six months or less. The District reserves the right to hire temporary employees for six months or less who shall not become members of the bargaining unit. The District may also hire replacement employees for a defined period of employment in accordance with Article 15.08.

C. "Full-time Employees" includes all Employees scheduled to work thirty (30) hours or more per work week.

D. "School" means any work location.

E. Words in the singular in this Agreement shall be considered to include the plural if the context requires.

ARTICLE 2: MANAGEMENT RIGHTS

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

ARTICLE 3: UNION RIGHTS

3.01 It is recognized that the negotiations for, and administration of, this Agreement entail expenses which appropriately should be shared by all Employees who are beneficiaries of the Agreement. Although it is agreed that union membership is not a mandatory condition of employment, any employee in the bargaining unit who does not join the Union is expected to execute an authorization for the deduction of a "Representation Fee" which shall be a sum equivalent to the membership dues and assessments required to be paid by the members of the Union as the cost of administering the provisions of this agreement. Upon receipt of such authorization, the District agrees to deduct said fee from the employee's wages and transmit it to the Union.

3.02 The District agrees to deduct unit dues, reinstatements and initiation fees from the wages of the employees who are members of the bargaining unit upon receipt of a signed authorization from those employees to deduct and transmit said amounts to the Union. The authorization will be in writing on the form attached as Exhibit A to this Agreement.

3.03 The Union shall provide the District with a list, in writing, of the affected employees and the amount to be deducted for each employee. The Union shall also certify to the District, in writing, the current rate of the dues referred to in Sections 3.01 and 3.02. The Union agrees to provide the District with written notice thirty (30) days prior to the first pay day in July of any changes in the rate of its dues.

3.04 Deductions referred to in Sections 3.01 and 3.02 shall begin on the first pay day of July of each year, so long as the District has received the Employee's authorization form by June 1 of each year. Exceptions may be made for new Employees. Deductions will be made on a bi-weekly basis.

3.05 The Union shall indemnify and save the District harmless against any and all claims, demands, lawsuits or other forms of liability that may arise out of or by reason of action taken by the District in making payroll deductions of Union dues, representation, reinstatement or initiation fees made pursuant to the provisions of this Article.

3.06 The Union may be present at all new employee orientation sessions to explain the dues deduction arrangement between the District and the Union and to afford new employees the opportunity to sign authorization forms.

3.07 The Union shall be represented by a Union Committee composed of three (3) members and four (4) alternates who shall be employees of the District. The alternates shall serve only when members of the Union Committee are unavailable.

3.08 The processing of grievances, contract negotiations and other meetings between the District and the Union Committee shall take place at reasonable times on school property.

3.09 The Union may post notices of its activities and matters of concern on staff bulletin boards. Bulletin boards are located in each school and the Central Office. No notices shall be posted in the schools except on such bulletin boards. No Union notice shall be posted until it has been signed by the President or Secretary of the Union or the Chairperson of Local 2232. The Union may also use the school mailbox system. The Union may also post notices and make use of the District's e-mail system, with the understanding that such use must be in accordance with all applicable laws and District policies, and that no right of privacy shall be expected by any user of the District e-mail system.

3.10 The District will provide each Employee with seven (7) sets of uniforms or seven (7) alternative uniforms, to be maintained by the District. The District will provide two (2) T-shirts at the beginning of each summer vacation that may only be worn between the second week of summer vacation and one week prior to the opening day of school which will be the responsibility of the employee to maintain. At the end of the probationary period, the District will provide a custodian with one (1) three season coat which will be maintained by the custodian.

3.11 The District will provide each Employee with a copy of this 2006-2010 Agreement. Thereafter, the cost of printing copies of the Agreement will be shared equally between the District and the Union.

3.12 The District agrees to deduct specified amounts in accordance with District payroll deduction rules from the wages of Employees and to deposit those amounts in the Employee's account at any institution that can receive such deductions from the Federal Reserve's automated deposit system, upon receipt of a signed authorization from said Employee to deduct and transmit those amounts to the specified bank or credit union. The authorization must be in writing on a form established by the Concord School District. (see Exhibit B.)

3.13 At any District-wide meeting of custodians, the Union shall be given the opportunity to distribute reports and announcements, provided that such activity is scheduled by the District or its agents, and that such activity does not interfere with the orderly conduct of the District's business.

3.14 At the beginning of every school year, the Union will be credited with thirty (30) hours to be used by members of the Union. Such use, with pay, will be at the discretion of the Union and shall not be for less than one hour, and the Superintendent or designee will be notified no less than twenty-four (24) hours prior to the use of such time. This time will not be treated as time described in RSA 273-A:11, II.

ARTICLE 4: DISCRIMINATION

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

ARTICLE 5: HOURS OF WORK

5.01 Regular Weekly Work Schedule

For employees hired before July 1, 1993, the regular weekly work schedule shall consist of five eight hour work days which may be scheduled Monday through Friday. For employees hired on or after July 1, 1993, the regular weekly work schedule shall consist of five eight hour work days which may be scheduled Monday through Sunday. As provided in Article 13 of this Agreement, the regular weekly work schedule may vary for any Employee who applies for and is selected for a vacant position, promotion or transfer. Each work day shall include one unpaid 30 minute lunch period. The regular weekly work schedule may be varied for the rotating and shift work schedules of those buildings having a night shift and to accommodate the summer work schedule. The supervisors reserve the right to schedule hours on certain jobs which cannot be performed within the normal work day or work week.

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

ARTICLE 6: WAGES

6.01 The wage scale of all employees covered by this Agreement is set forth in Exhibit C which is attached hereto and made a part hereof.

ARTICLE 7: PREMIUM PAY

7.01 Employees who begin work between 2:00 p.m. and 10:29 p.m. shall receive a premium in addition to their regular hourly wage in the amount of \$0.55 per hour. Employees who begin work between 10:30 p.m. and 3:00 a.m. shall receive a premium in addition to their regular hourly wage in the amount of \$0.65 per hour. This premium shall not be paid to head custodians or second shift foremen. The District will provide one week's notice of a change in an employee's regularly scheduled daily hours of work.

7.02 The District will provide pagers to head custodians and second shift foremen to facilitate communication and their availability in the event of an emergency without restricting their ability to engage in alternative activities when they are not at work in the District. Head custodians and second shift foremen are expected to carry their pagers with them at all times except approved vacations.

7.03 Employees who are employed as head custodians at the elementary schools or as second shift foremen at Rundlett Middle School will receive a premium in addition to their regular hourly wage in the amount of \$2.25 per hour.

7.04 Employees who are employed as second shift foremen at the high school will receive a premium in addition to their regular hourly wage in the amount of \$3.25 per hour.

7.05 Employees who are employed as head custodians at the secondary schools will receive a premium in addition to their regular hourly wage in the amount of \$4.00 per hour.

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

7.07 With the exception of vacation periods, when an Employee is assigned and assumes the schedule and duties of an absent Employee who receives a

wage premium as provided in Sections 7.01, 7.03 7.04 or 7.05, that substitute Employee shall, beginning with the sixth (6th) consecutive day of work and for all consecutive work days thereafter in said leave of absence, be paid at his/her own wage rate at his/her current step but shall also receive the wage premium associated with the assigned schedule or duties.

ARTICLE 8: OVERTIME

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

8.02 Actual hours worked, annual leave and holiday time will constitute "time worked" for the purpose of determining the time worked in excess of the forty (40) hours per work week required to establish eligibility for overtime compensation.

8.03 Overtime shall be compensated at one and one-half (1 1/2) times the employee's regular rate of pay including any premium pay. An employee who is required to work overtime on a Sunday will be paid twice his/her regular rate of pay, including any premium pay.

8.04 Overtime shall be distributed by the supervisors first to employees assigned to the school where the overtime work is needed. Overtime assignments will be on a voluntary basis except in cases of emergency or in a case where the number of volunteers is inadequate to carry out orderly departmental operation.

8.05 Any employee who is called back into work at a time other than his/her scheduled shift shall receive a minimum of three (3) hours pay at his/her prevailing overtime rate. "Call in" shall mean less than eight (8) hours notice.

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

ARTICLE 9: BONUS PAY

9.01 Bonus pay will be awarded as set forth in this Section to any Employee who uses fewer than four (4) sick days per year. All bonus pay shall be at the Employee's regular rate of pay, including any premium paid, at the time of the bonus pay distribution. Bonus pay will be disbursed at the conclusion of the contract year.

0 sick days used = 4 days bonus pay
1 sick day used = 3 days bonus pay
2 sick days used = 2 days bonus pay
3 sick days used = 1 days bonus pay

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

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

ARTICLE 10: LONGEVITY

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

After completing ten consecutive years of service \$400.00
After completing twenty consecutive years of service \$800.00

ARTICLE 11: CONTRACT YEAR

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

11.02 Reemployment contracts for the following year will be issued, except in unusual circumstances, on or before June 1. Signed reemployment contracts shall be returned to the Assistant Superintendent's office on or before June 15.

ARTICLE 12: DISCIPLINE

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

12.02 No permanent Employee shall be disciplined except for just cause. The parties agree that disciplinary action will normally be progressive

and corrective and may include: verbal warnings, written warnings, suspensions without pay and discharge.

12.03 Written warnings, and suspension and discharge notices shall be in written form and shall identify the reason(s) for the action. The Employee and the Union will receive a copy of written warnings and notices promptly. In cases involving suspensions or discharges, written notice will be issued before discipline is invoked.

12.04 When in the judgment of the District or its representatives, charges of an extremely serious nature (for example, charges including but not limited to: theft, immoral conduct, fighting or attempt to injure another, willful destruction of property, insubordination) are made, the Superintendent or designee shall meet with the accused employee, who may be represented by the Union, and present the charges and evidence in the District's possession. If it is the determination of the Superintendent or designee that the Employee should be immediately suspended, such suspension shall be without pay. Nothing in this Section shall abrogate the District's right to immediately suspend or discharge an Employee if, following an investigation, it is the Superintendent or designee's conclusion that charges of a serious nature have been confirmed.

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

ARTICLE 13: FILLING OF VACANCIES

13.01 Notices of all new permanent custodial positions, promotions or transfers contemplated beyond a period of thirty (30) days shall be posted on the staff bulletin board in each school, when school is in session, and in the Central Office for a minimum of five (5) working days. A copy of the notice will also be mailed to the Chairperson of Local 2232. Notices shall include a classification title, accurate and complete job description, a list of qualifications, salary, the name and location of the school, starting date, weekly work schedule, shift and posting date.

13.02 Interested Employees shall have the opportunity to apply for such positions, promotions or transfers in accordance with this Section. Any Employee shall have the right to an interview for the vacant position, promotion or transfer if that Employee submits a written request not later than ten (10) work days after the date the position is posted.

13.03 Any Employee who applies for such vacant position, promotion or transfer, and is selected to fill the vacant position, promotion or transfer, must accept and work the weekly work schedule posted for the vacant position, promotion or transfer regardless of the Employee's date of hire.

13.04 New positions, promotions and transfers will be filled by an Employee provided:

(a) he/she submits a written application within ten (10) days after the date the position is posted, and

(b) he/she is the most qualified candidate for the position among the pool of qualified internal and external candidates.

Where two or more Employees are equally qualified, the senior Employee will be awarded the position.

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

ARTICLE 14: HOLIDAYS

14.01 All Employees shall be granted the following holidays with pay provided the day falls within the Employee's contracted work year: New Year's Day, Civil Rights Day/Martin Luther King Day, Washington's Birthday, Fast Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and the day after, and Christmas Day and either the day before or the day after.

14.02 Actual days off will be defined by the school calendar. If a holiday occurs when school is in session, Employees will be given an alternative floating holiday designated by the District. If Columbus Day occurs when school is in session, the designated holiday for Columbus Day will be Teachers' Convention Day. If a holiday falls on a weekend, the District shall designate an alternative day for that holiday. If a holiday falls on a Saturday, Friday will generally be the designated holiday. If the holiday falls on a Sunday, Monday will generally be the designated holiday.

14.03 If a holiday falls within the contracted work schedule of a Permanent Part-time Employee, that Employee will be compensated the amount he/she would have earned had he/she worked as otherwise scheduled on that day.

14.04 An Employee who is required to work on a holiday will be paid twice his/her standard wage rate.

14.05 The District agrees to pay Employees an amount equal to one day's pay at their regular rate, including any premium pay, for their birthdays. No time off shall be given for the birthday.

ARTICLE 15: LEAVES

15.01 Annual Leave

A. Employees may take annual leave after completing one full year of employment. Upon completion of the probationary period, Employees will be credited for the time worked during the probationary period toward eligibility for annual leave.

B. After completing the first twelve (12) months of employment, the Employee will earn ten (10) annual leave days.

C. After completing twelve (12) months of employment, Employees shall earn 1¼ annual leave days for each month worked. After completing twenty-five (25) years of employment, Employees shall earn 1½ annual leave days for each month worked. Annual leave may be accrued for a period not exceeding forty (40) days. Annual leave is only earned based upon time actually worked. Annual leave will not accrue during leaves of absence.

D. Employees are encouraged to take their annual leave during the summer or when school is not in session. The purpose of providing annual leave is to give Employees the opportunity to get away from the job long enough to rest and return to work refreshed. Therefore, annual leave should not be taken for less than one week unless approved by the Employee's immediate supervisor.

E. Requests for annual leave shall be submitted in writing to the Employee's supervisor at least three (3) work days before the requested start of annual leave. In the event of a conflict in requested annual leave, the supervisor shall schedule annual leave based upon the needs of the Employee's school. Annual leave will generally not be approved for the week following the close of school or the week before the opening of school. The District reserves the right to approve annual leave requests.

F. If an Employee dies while employed in good standing by the District, the District shall pay an amount equal to the Employee's regular and premium pay for 100% of his/her accrued annual leave, if any, to the following:

- (a) a named beneficiary if the Employee has filed one, or

(b) if no named beneficiary has been filed, to the estate of the deceased employee.

15.02 Bereavement Leave

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

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

C. In the event that a death occurs during an Employee's annual leave for which the Employee would otherwise utilize bereavement leave, the Employee may submit a written request to the District to have the days charged to bereavement leave rather than annual leave. Exceptions may be made at the Assistant Superintendent's discretion.

15.03 Civil Leave

A. After completion of the probationary period, an Employee shall be given time off without loss of pay or annual leave when lawfully called to serve on jury duty or subpoenaed to appear before a court, public body or commission. Satisfactory evidence of such service must be submitted to the Employee's supervisor.

B. An Employee who is lawfully subpoenaed or requested to serve on jury duty will receive his/her regular pay from the District. An Employee who receives compensation for jury duty or as a result of such subpoena will remit such compensation to the District.

15.04 Sick and Personal Obligation/Emergency Leaves

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

B. After completing twelve (12) months of employment, Employees shall earn 1.084 sick leave days for every month worked. Employees may

accrue up to thirteen (13) days of sick leave per year accruable to a maximum of 150 days.

C. Sick leave is only earned based upon time actually worked. Sick leave will not accrue during leaves of absence. The parties agree that thirteen (13) days of sick leave are not the norm or an entitlement but at times of unusual sickness or accident thirteen (13) or more days may be required for recovery. Thirteen (13) days of sick leave per year will allow accumulation of days that will assist long term employees in the event that they do suffer an unusual sickness or accident that requires a longer period of recovery.

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

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

Personal obligation/emergency days are for activities of such a personal nature that it is essential for an individual to be absent from his or her duties. To the extent possible, personal obligation commitments will be scheduled around the employee's work schedule. Personal obligation days will not be taken for monetary gain or to simply have a day off from work. Personal obligation days are not to be used to extend a weekend or annual leave.

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

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

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

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

F. For the purposes of Section 15.04, "immediate family" shall 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.

G. If an Employee elects to use sick leave, the Employee must notify and give a reason to his/her supervisor and notify the maintenance department as soon as possible or within one (1) hour after the time set for the beginning of his/her scheduled duties.

H. If an Employee becomes ill while on annual leave, the Employee may substitute accrued sick leave for annual leave upon presentation of a physician's certificate of illness.

I. Any Employee who leaves the District in good standing after five (5) years of continuous service, has given two (2) weeks notice to the District and has worked the two (2) week notice period shall receive an amount of pay equal to 60% of the unused sick leave he or she accrued during the last five (5) years of his or her employment.

J. If an Employee dies while employed in good standing by the District, the District shall pay an amount equal to 100% of the unused sick leave he or she accrued during the last five (5) years of his or her employment, if any, at a rate of \$80 per day, to the following:

- (a) a named beneficiary if the Employee has filed one, or
- (b) if no named beneficiary has been filed, to the estate of the deceased employee.

15.05 Child Bearing Leave

A. After completion of the probationary period, a paid leave of absence of up to sixty (60) consecutive work days may be granted to an Employee for the purpose of child bearing. Days of paid leave shall be

deducted from sick leave and the total number of paid leave days granted under this Section A shall be limited to the number of days of sick leave the Employee has accrued. Employees who wish to take such leave shall notify the Assistant Superintendent in writing as soon as practical, but in no event later than sixty (60) days prior to the date a leave is to commence, except in the case of a medical emergency.

B. After completion of the probationary period, a leave of absence of up to one (1) year without pay shall be granted to an Employee for the purpose of child rearing. Employees desiring such leave shall notify the Assistant Superintendent as soon as practical, but in no event later than sixty (60) days prior to the date a leave is to commence, except in the case of a medical emergency.

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

D. In the event an Employee is unable to return to work once all granted leave has elapsed, the Employee shall provide a physician's note regarding her inability to return to work. The District may then continue the Employee's leave as sick leave, if the employee has any accrued sick leave remaining, or as an unpaid health leave.

E. Should an Employee decide to terminate employment at the end of leave, the Employee shall give the District notice of such intent at least thirty (30) days prior to the termination of leave.

15.06 Military Leave

A. After completion of the probationary period, any Employee who is a member of any reserve component of the armed forces of the United States or of this state shall upon request be entitled to no more than fifteen (15) work days leave of absence in any twelve (12) month period for the purpose of engaging in military drills, training or other temporary duty under military or naval authority. Reserve military duty shall not be deducted from annual leave.

B. An Employee who is on reserve military leave will receive his/her regular pay from the District. An Employee who receives

compensation for military duty shall remit such compensation to the District.

C. Extended military leaves shall be granted without pay and return to work shall be in accordance with applicable laws.

15.07 Unpaid Leaves of Absence

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

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

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

D. Should an Employee decide to terminate employment at the end of leave, he/she will give the Superintendent notice of such intent at least thirty (30) days prior to the termination of leave.

E. Leaves of absence shall not be unreasonably denied.

F. The District agrees to grant Employees unpaid leaves of absence to serve as a Union official in accordance with this Section.

15.08 Replacement Employees

The District may hire replacements for bargaining unit members who are on leaves of absence for a defined period of employment only. It is understood that said replacement employees shall be considered temporary employees for up to six (6) months of their employment as defined in Article 1.02,B. Thus, replacement employees shall not be considered bargaining unit members and shall not receive benefits during that six (6) month period. Thereafter, replacement employees shall be provided with benefits in accordance with this Agreement for the duration of their

employment or of the defined period of their employment, whichever is shorter.

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

ARTICLE 16: INSURANCE

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

16.02 Health Insurance

A. Choice of Benefits

1. The District will offer Employees who were hired on or before June 30, 2002 and are scheduled to work thirty (30) hours or more per week a choice of three medical benefits plans: (1) Blue Cross/Blue Shield/Anthem Plan JW with Managed Care or its equivalent, (2) a point of service (POS) plan, and (3) a health maintenance organization (HMO) plan. (See Exhibit D.)

2. The District will offer Employees who were hired on or after July 1, 2002 and are scheduled to work thirty (30) hours or more per week a choice of two medical benefits plans: (1) a POS plan and (2) an HMO plan.

3. Eligible employees (as defined in Section 16.02,A,1 above) who elect to enroll in the Blue Cross/Blue Shield/Anthem Plan JW with Managed Care or its equivalent will contribute the following toward the cost for the Employee's health plan (i.e., single, two-person or family) as determined by the District on or before September 1 of each year:

- a. For the 2006-2007 contract year, the payment will be 16.5% of the audited annual cost of the plan subscribed to by the Employee.
- b. For the 2007-2008 and 2008-2009 contract years, the payment will be 19% of the audited annual cost of the plan subscribed to by the Employee.
- c. The District will no longer offer Employees the JW Plan on or after July 1, 2009.

- d. Eligible employees (as defined in Section 16.02,A,1 above) who elected to change their enrollment prior to July 1, 2006 from the JW plan to the HMO plan during the 2006-2007 contract year may continue to participate in the HMO plan for the 2006-2007 plan year with no contribution toward the cost of the Employee's HMO coverage. After the completion of the 2006-2007 plan year, an Employee who elects to remain on the HMO plan will contribute toward the cost of the HMO plan as provided in the then current Agreement between the parties.

An Eligible Employee who changed to HMO enrollment during the 2006-2007 contract year prior to July 1, 2006 may also elect to return to either the JW or POS plan during an open enrollment period. Contributions to the Employee's selected health plan will then be as provided in the then current Agreement between the parties.

4. Employees who elect to enroll in the POS plan will contribute the following toward the cost for the individual Employee's health plan (i.e., single, two-person or family) as determined by the District on or before September 1 of each year:

- a. For the 2006-2007 contract year, the payment will be 11.5% of the audited, annual cost of the plan subscribed to by the Employee.
- b. For the 2007-2008 and 2008-2009 contract years, the payment will be 14% of the audited, annual cost of the plan subscribed to by the Employee.
- c. For the 2009-2010 contract year, the payment will be 15% of the audited annual cost of the plan subscribed to by the Employee.

5. Employees who elect to enroll in the HMO plan will contribute the following toward the cost for the individual Employee's health plan (i.e., single, two-person or family) as determined by the District on or before September 1 of each year:

- a. For the 2006-2007 contract year, the payment will be 7.5% of the audited, annual cost of the plan subscribed to by the Employee.
- b. For the 2007-2008 and 2008-2009 contract years, the payment will be 10% of the audited, annual cost of the plan subscribed to by the Employee.

c. For the 2009-2010 contract year, the payment will be 11% of the audited annual cost of the plan subscribed to by the Employee.

6. 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.

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

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

8. Effective September 1, 2002, the District will offer Employees eligible for insurance the option to enroll in domestic partner (same sex) benefits in the medical benefits plans offered by the District, provided that the Employee and his or her domestic partner complete and submit all forms required by the medical benefits plan provider to establish his or her eligibility for benefits. Employees eligible for insurance and their domestic partners will have a choice of medical benefits plans as outlined in this Article 16.02 above and will contribute toward the cost of their elected benefit plan at the rates set out in paragraphs 3-5 above.

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

C. The Employee's contribution for medical benefits will be provided through payroll deduction in equal installments through the individual Employee's elected pay periods. The District shall file with the Internal Revenue Service to qualify these medical benefit contributions as pre-tax deductions pursuant to Section 125 of the Internal Revenue Code. As early as possible, but not later than January 1, 1995, the District will file with the Internal Revenue Service to qualify all other allowable benefit contributions as pre-tax deductions pursuant to Section 125 of the Internal Revenue Code.

16.03 Dental Insurance

The District will provide for a single, two person or family Delta Dental Plan A, B and/or C in accordance with the schedule attached as

Exhibit E for each Employee who is scheduled to work thirty (30) hours or more per week.

16.04 Disability Insurance

The District will purchase long-term disability and accident insurance coverage on all Employees who are scheduled to work thirty (30) hours or more per week. Disability coverage will provide 66 b% of basic monthly earnings, subject to the terms of the District's policy.

16.05 Life Insurance

The District will pay for \$40,000 of term life insurance for each employee who is scheduled to work thirty (30) hours or more per week.

16.06 Retiree Health Insurance

Starting in the 1997-1998 contract year, retirees shall be permitted access to the District's health insurance plan as it exists for District employees. Upon retirement, the District shall pay 55% of the premium for the single or two-person plan with the retiree paying the remaining costs. The parties agree to adhere to the rules of the health insurance provider.

For the purposes of this section of the Agreement, a "retiree" shall be defined as an employee who is at least fifty-five (55) and less than sixty-five (65) years of age at the time of retirement and has provided ten (10) or more consecutive years of service to the District immediately prior to retirement. This benefit shall end when Medicomp becomes available.

16.07 Personal Property Insurance

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

ARTICLE 17: VEHICLE USE

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

ARTICLE 18: EDUCATIONAL INCENTIVE

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

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

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

ARTICLE 19: RETIREMENT

19.01 An Employee who retires from the District in good standing after five (5) years of continuous service shall receive an amount of pay equal to 70% of the unused sick leave he or she has accrued during employment with the District, at a rate of \$80 per day.

19.02 An employee who retires from the District in good standing after twenty (20) years of continuous service shall receive an amount of pay equal to 100% of the unused sick leave he or she has accrued during employment with the District, at a rate of \$80 per day.

ARTICLE 20: PHYSICAL EXAMINATIONS

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

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

ARTICLE 21: EVALUATIONS

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

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

ARTICLE 22: SENIORITY

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

ARTICLE 23: LAY-OFFS

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

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

23.02 Employees shall be recalled from lay-off to classifications for which they are qualified according to seniority. The District shall consider laid-off Employees to be on the recall list until May 1 following the original lay-off. Employees may remain on the recall list so long as they notify the Assistant Superintendent's office each subsequent year on or before May 1 that they want to remain on the list to be considered for recall.

23.03 When a position becomes available for recall, the District will notify eligible Employees by certified mail at the Employee's last known address. The Employee must notify the Assistant Superintendent's office within five (5) work days after receiving the notice of recall of his/her intention to return to work. Failure by the Employee to so notify the District shall be considered a decision not to accept the recall.

23.04 It is the responsibility of the Employee to immediately notify the Assistant Superintendent's office of any changes in mailing address during the period of lay-off. The District shall have fulfilled its obligation under this Section by mailing the recall notice to the Employee's last known address by certified mail.

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

ARTICLE 24: GRIEVANCE PROCEDURE

24.01 Definitions

A. A "grievance" is a claim based upon the interpretation, meaning or application of any of the provisions of this Agreement. Only claims based upon the interpretation, meaning or application of any of the provisions of this Agreement shall constitute grievances under this Article.

B. An "aggrieved person" is the person or persons making the claim.

C. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

24.02 Procedure

1. An Employee with a grievance shall first discuss it with their principal/supervisor in an attempt to resolve the matter mutually at that level. A decision will be rendered by the principal/supervisor within five (5) work days.

2. If the aggrieved person is not satisfied with the disposition of the grievance by his/her supervisor or if no decision has been rendered within five (5) work days after the discussion with his/her supervisor, an Employee with a grievance shall submit the grievance in writing to the Director of Finance and Operations or designee. The Director of Finance and Operations or designee shall meet with the Employee within five (5) work days after receiving the written grievance.

3. If the aggrieved person is not satisfied with the disposition of the grievance by the Director of Finance and Operations or designee, or if no decision has been rendered within five (5) work days after his/her first meeting, the Employee shall notify the Union within five (5) work days if he/she wishes to proceed with the grievance. If the Union determines that the matter should be appealed, a written grievance shall be filed with the Superintendent or designee within five (5) work days. The Superintendent or designee shall meet with the

Employee, a representative of the Union, and the Director of Finance and Operations or designee within five (5) work days after receiving the written grievance and shall communicate his/her decision in writing to the aggrieved person, the Union and the Director of Finance and Operations or designee within five (5) work days after the meeting.

4. If the aggrieved person is not satisfied with the disposition of the grievance by the Superintendent or designee, he/she shall notify the Union within five (5) work days after receipt of the Superintendent or designee's decision. If the Union determines that the matter should be arbitrated, it shall so advise the Superintendent or designee in writing within ten (10) work days of the receipt of the Employee's request.

5. The parties hereby designate Dr. Allan S. McCausland (Contoocook, NH), Michael Stutz, Esq. (Chilmark, MA) and Tim Bornstein, Esq. (Westport, MA) as mutually agreed upon arbitrators for the resolution of grievances.

6. Within ten (10) work days of notification to the Superintendent or designee of the Union's determination that the matter should be arbitrated, the District shall contact each of the above arbitrators, notify the arbitrators as to the nature of the dispute, and determine when each arbitrator is available to hear the grievance.

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

8. After receiving notice of the request for arbitration, the arbitrator shall meet with the affected employee and parties representing the Union and the District, and shall proceed forthwith to make a binding disposition of the grievance by such means and methods as he may determine to be necessary. If the employee refuses to meet with the arbitrator, the Superintendent or designee's decision shall be upheld. The arbitrator is limited in his authority to interpreting the Agreement in the resolution of the issue submitted to him by the parties and has no authority to alter, change or modify any provision of this Agreement.

9. The arbitrator shall prepare a written decision and no appeal therefrom shall be permitted.

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

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

b. Any party in interest may be represented by counsel or by a representative selected by the Union. The Union may appear to be heard at any stage of the grievance procedure.

12. Forms for the grievance procedure will be jointly prepared by the Superintendent or designee and the Union and given appropriate distribution.

13. A grievance, which is not filed within forty-five (45) 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.

14. A grievance involving a group of employees from different buildings may be submitted in writing by the Union directly to the Superintendent or designee. The Superintendent or designee may, in his/her sole discretion, process the grievance as if (1) it constituted a single grievance, or (2) it were a group of individual grievances, all of which had been processed through the preliminary steps described in this Agreement.

15. A grievance involving the discharge of an employee shall be submitted in writing by the Union directly to the Superintendent or designee.

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

ARTICLE 25: SEPARABILITY

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

CONCORD SCHOOL DISTRICT

Date: _____

By: _____

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

Date: _____

By: _____
Its

INTERNATIONAL UNION, UNITED AUTOMOBILE,
AEROSPACE AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA (UAW) LOCAL 2232

Date: _____

By: _____
Its

EXHIBIT C

SALARY SCHEDULE
CUSTODIANS

2006-2007

HOURLY RATES

STEP	1	2	3	4	5	6	7	8	9	10	11	12	13	14
	10.63	10.95	11.27	11.59	11.91	12.22	12.54	12.86	13.18	13.50	13.82	14.14	14.46	14.78
INDEX	1.00	1.03	1.06	1.09	1.12	1.15	1.18	1.21	1.24	1.27	1.30	1.33	1.36	1.39

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

EXHIBIT C

SALARY SCHEDULE
CUSTODIANS

2007-2008

HOURLY RATES

STEP	1	2	3	4	5	6	7	8	9	10	11	12	13	14
	10.97	11.30	11.63	11.96	12.29	12.62	12.94	13.27	13.60	13.93	14.26	14.59	14.92	15.25
INDEX	1.00	1.03	1.06	1.09	1.12	1.15	1.18	1.21	1.24	1.27	1.30	1.33	1.36	1.39

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EXHIBIT C

SALARY SCHEDULE
CUSTODIANS

2008-2009

HOURLY RATES

STEP	1	2	3	4	5	6	7	8	9	10	11	12	13	14
	11.32	11.66	12.00	12.34	12.68	13.02	13.36	13.70	14.04	14.38	14.72	15.06	15.40	15.74
INDEX	1.00	1.03	1.06	1.09	1.12	1.15	1.18	1.21	1.24	1.27	1.30	1.33	1.36	1.39

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EXHIBIT C

SALARY SCHEDULE
CUSTODIANS

2009-2010

HOURLY RATES

STEP	1	2	3	4	5	6	7	8	9	10	11	12	13	14
	11.68	12.03	12.38	12.73	13.09	13.44	13.79	14.14	14.49	14.84	15.19	15.54	15.89	16.24
INDEX	1.00	1.03	1.06	1.09	1.12	1.15	1.18	1.21	1.24	1.27	1.30	1.33	1.36	1.39

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Account Number

Employee Number

CONCORD SCHOOL DISTRICT
EMPLOYEE AGREEMENT FOR CUSTODIAL STAFF

EMPLOYEE NAME: _____
POSITION: _____
CONTRACT PERIOD STARTING: _____ ENDING: _____
BUILDING ASSIGNMENT: _____

Hours Per Day: _____ Days Per Week: _____
Step: _____ Basic Wage Rate: _____
Shift Differential or Supervisory Stipend: _____
Total Hourly Rate: _____
Number of Pays: _____ * Annual Wages: _____

Longevity Payment: _____

* Annual wages includes a one time longevity payment made in the first pay in December.

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

Agreement made this _____ day of _____, 19 ____, by and between the Concord School District and the Employee.

CONCORD SCHOOL DISTRICT

By: _____
Assistant Superintendent

Employee

Account Number

Employee Number

CONCORD SCHOOL DISTRICT
PROVISIONAL EMPLOYEE AGREEMENT FOR CUSTODIAL STAFF

EMPLOYEE NAME: _____

POSITION: _____

CONTRACT PERIOD STARTING: _____

ENDING: _____

BUILDING ASSIGNMENT: _____

Hours Per Day: _____ Days Per Week: _____

Step: _____ Basic Wage Rate: _____

Shift Differential or Supervisory Stipend: _____

Total Hourly Rate: _____

Number of Pays: _____ * Annual Wages: _____

Longevity Payment: _____

* Annual wages includes a one time longevity payment made in the first pay in December.

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

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

Agreement made this _____ day of _____, 19 ____, by and between the Concord School District and the Employee.

CONCORD SCHOOL DISTRICT

By: _____

Assistant Superintendent

Employee