

2007-2010

CONTRACT AGREEMENT



Between

**NEA CHARIHO EDUCATIONAL SUPPORT
PROFESSIONALS**

And

**CHARIHO REGIONAL SCHOOL DISTRICT
COMMITTEE**

ARTICLE 1
Management Rights/Recognition

- 1.1 The parties recognize and agree that the powers, duties and obligations of the School Committee arise from, and are governed by, the laws of the State of Rhode Island, and the United States of America. This agreement, and the respective rights and responsibilities of each of the parties hereunder, shall in all respects remain subject to such laws and any regulations promulgated thereunder by appropriate government authority; and in the event of any conflict between the terms and conditions contained herein and any such law or regulation, the provisions of such law or regulation shall be controlling.
- 1.2 The Chariho School Committee recognizes the Chariho Association of Educational Support Professionals/NEARI/NEA as the sole and exclusive bargaining agent for all employees performing work within the bargaining unit. The bargaining unit consists of those positions in the certification of the bargaining unit, (EE-3449). Hereinafter, the Chariho School Committee shall be referred to as the Committee and the Chariho Association of Education Support Professionals/NEARI/NEA shall be referred to as the Association.
- 1.3 No member of the Chariho Association of Educational Support Professionals/NEARI/NEA shall bargain individually or collectively with the Committee or the Administration concerning any terms or conditions of employment except through the authorized representative of the Association. The Administration and/or the Committee shall be prohibited from bargaining with any member of the bargaining unit except through the authorized representative of the Association.

ARTICLE 2
Non-Discrimination Clause

- 2.1 Neither the Committee nor the Association shall discriminate in any way against employees covered by this Agreement on account of race, religion, creed, color, country of ancestral origin, sex, age, marital status, handicap, political affiliation, sexual orientation, or because of the exercise of rights recognized in this Agreement.
- 2.2 The Association shall not discriminate against any employee in the administration of this Agreement because of non-membership in the union.
- 2.3 The employer agrees that no employee shall be discriminated against, intimidated or coerced in the exercise of his right to bargain collectively through the Association, or on account of his membership in, or activities on behalf of the Association.

ARTICLE 3
Association Security/Rights

- 3.1 Membership in the Association may be determined by each employee.
- 3.2 All employees who become members of the Association shall, as a condition of employment, remain members of the Association for the duration of this Agreement.
- 3.3 All employees in the bargaining unit who are members of the Association shall pay dues in an amount certified to the employer by the Association.
- 3.4 All employees who elect not to become Association members shall, as a condition of employment, pay to the Association, through the check-off procedure, a service charge equal to the amount of dues at the same intervals as specified below.

- 3.5 The Association shall be provided by the Administration with an annual listing, as of July 1 of each year, of resigned, terminated, retired, or laid off members of the bargaining unit with effective date as well as names and addresses of new employees.
- 3.6 Designated Association members and/or officers may be granted reasonable time with pay during working hours to investigate and seek to settle grievances, to participate in hearings and meetings with the Administration or Labor Relations Board on contract negotiations and contract administration, and to attend arbitration hearings, with the Superintendent or his designee. Such approval shall not be unreasonably withheld.
- 3.7 Upon notice to his/her immediate supervisor, representatives of the Association shall be allowed to enter various buildings upon notification and areas where employees who are covered by this Agreement work, provided there is no interruption of work.
- 3.8 The Association shall furnish the Committee/Administration with a written list of its officers immediately after their designation and shall promptly notify the Administration of any change in such officers.
- 3.9 The Association will be allowed to use a designated bulletin board, in a mutually agreeable safe and accessible location, in each school and the Administration Building.
- 3.10 Nothing contained herein shall be construed to deny or restrict any employee's rights he/she may have under the General Laws of the State of Rhode Island or other applicable laws.
- 3.11 The Association may be permitted use of school facilities for Association activities. The Association will follow Committee policy for requesting use of school facilities.
- 3.12 The association President shall be forwarded a copy of the School Committee agenda when forwarded to Committee members, and minutes, once approved by the Committee.
- 3.13 No member of the bargaining unit shall be reprimanded, reduced in rank, or denied any advantage of employment without just cause.

ARTICLE 4 **Probationary Period**

- 4.1 All new employees hired into positions covered by this Agreement shall serve six (6) months as a probationary period. Administrators are required to meet with all probationary employees, to review work performance after approximately three (3) continuous months of employment.
- 4.2 During the probationary period, the School Committee may discharge an employee without recourse to the grievance procedure.

ARTICLE 5 **Payroll Deductions**

- 5.1 The Committee agrees to the adoption of an Association check-off system whereby Association dues will be withheld from the Association member's pay upon written notification at source in equal amount from each pay, either weekly, biweekly or otherwise, as the frequency of the pay period may require. Such withholdings for association dues are to be transmitted to the Chariho Association of Educational Support Professionals for the previous payroll earnings, not later than the 20th day of each successive month. The Association will notify the employer thirty (30) days prior to any change in such withholdings.

- 5.2 Employees who fail to comply with this requirement shall be discharged by the Committee after the receipt of written notice to the Committee from the Association. The Association and the School Committee agree to jointly defend any action taken by an employee as a result of this clause.
- 5.3 Members of the bargaining unit may elect to have the following deductions made from their pay:
 - 5.3.1 HMO - with the provision that the employees will pay the additional cost between the current Health Insurance and the Optional Plan.
 - 5.3.2 Employees shall be eligible to participate in a tax shelter annuity plan established pursuant to U.S. Public Law #87-370. Contributions to said plan shall be through pre-tax payroll deductions. The employer reserves the right to limit the number of plans to nine (9).

ARTICLE 6
Hours of Work

- 6.1 Hours of work shall consist of no more than five (5) consecutive days of Sunday through Friday with consecutive hours each day. Schedule changes shall be by mutual agreement with the express consent of the Association President and the affected employee. The parties agree to consider written requests from employees for alternative work schedules; such requests must be agreed to by the Director of Administration and the Association President.
- 6.2 Employees shall be paid at the rate of a higher classification if they work in such an assignment for more than two consecutive days, at the direction of the Director of Administration, and shall be compensated at the higher rate (parallel step) for all time worked.
- 6.3 During holidays, school recess periods, professional development days, or summer recess, custodial building assignments may be altered at the discretion of the Director of Administration. Individual shift assignments shall not change unless the employee agrees to a shift change during the school recess periods. Individuals whose reporting assignments have been affected by this provision shall be compensated at the rate of \$5.00 per day. Employees may volunteer for reassignment.
- 6.4 In the event that the School Committee cannot find full-time custodians, then they will be allowed to split assignments upon consultation with the Association.

ARTICLE 7
Overtime

- 7.1 All employees covered by this Agreement shall be paid time and one-half their regular rate of hourly pay for all work performed in excess of eight (8) hours in one day or forty (40) hours in one week.

Employees permanently assigned to 32.5 or 35 hour positions who are directed to work beyond their normal tour of duty shall be paid time and one-half their regular rate of hourly pay beginning one-half hour beyond their normal tour of duty.

Daily or weekly sick leave shall be excluded in the calculation of overtime.

- 7.2 The Committee agrees that all records of overtime hours worked by any and all employees covered by this Agreement shall be available to an Association representative within a reasonable time upon written request.
- 7.3 Call-back is defined as a call by the School Committee for an employee to perform work after completing a regularly scheduled work period, but before the employee is next scheduled to work.
- 7.4 Any employee called back to duty shall receive a minimum of three and one-half (3.5) hours at time and one-half, except where doors and windows have not been secured.
- 7.5 Overtime upon authorization of the Superintendent or his designee shall be distributed by seniority rotation within classification and building. If employees in building and classification refuse the overtime, it will be offered on a district wide rotation seniority basis within classification. If overtime is available in a classification that can be performed by employees who do not necessarily work in the building, including but not limited to typing of curriculum, buffing of floors, etc. it will be offered on a district wide rotation basis by seniority.
- 7.6 In the event all eligible employees refuse overtime, the Director of Administration shall have assignment rights and those shall be made to the least senior employee(s) in each classification.
- 7.7 Part-time employees shall not be hired to avoid paying overtime to full-time employees.

ARTICLE 8

Leaves

- 8.1 Sick Leave
- 8.1.1 Sick leave with pay shall be granted to employees covered by the Agreement. Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness, exposure to contagious disease or injury. In case of illness in an employee's immediate family, the employee may draw upon sick leave. Immediate family is defined as mother, father, spouse, domestic partner (person living in same household), and brother, sister, child. Upon reasonable written notice, sick leave may also be used at the option of the employee for routine medical and dental appointments.
- 8.1.2 Full-year employees shall be granted eighteen (18) sick days during the year. Sick leave shall accumulate from year to year. Sick leave shall accumulate at the rate of 1.5 days per month.
- 8.1.3 Ten (10) month employees shall be granted fifteen (15) sick days during the year. Sick leave shall accumulate from year to year. Sick leave shall accumulate at the rate of 1.5 days per month.
- 8.1.4 Employees hired after January 1, 2008 shall accumulate sick days at the rate of 1.25 days per month for the first five years of consecutive service. Thereafter, these employees shall accumulate sick days as indicated in 8.1.2 and 8.1.3.
- 8.1.5 The Superintendent or Director of Administration may require a physician's certificate or other satisfactory evidence in support of any request for sick leave with pay for three (3) or more consecutive work days or when sick leave usage over a period of time indicates a statistically detectable pattern that may indicate an abuse of the benefit. Any substantiated abuse of the sick leave benefit may result in an immediate suspension, thus bypassing steps one (1) and two (2) as indicated in Article 14.3, which may also include a reduction of current or future sick leave accruals. Suspensions of sick leave accruals under this clause imposed by the administration are subject to the normal grievance procedure and shall be held in abeyance pending the binding outcome of these procedures.

- 8.1.6 Part-time personnel are entitled to the same sick leave in such proportion as their time of employment bears to full-time employment.
- 8.1.7 All educational support personnel eligible to retire and collect retirement under the state retirement system, will be entitled to sell back to the Committee up to a total of twenty-five (25) unused sick days calculated at the rate of one (1) day for every three (3) days of unused sick leave for the first seventy-five (75) unused sick days they have accumulated and will be entitled to sell back to the Committee unused sick days calculated at the rate of one (1) for every ten (10) days of unused sick leave for those days above the first seventy-five (75) unused sick days they have accumulated.
- 8.1.8 The Superintendent and the Association will approve the donations by members of the bargaining unit of accumulated sick days to an employee who is ill, given that the request is submitted on an agreed-to form and all employees so participating indicate their approval with a notarized signature. This provision shall commence upon the depletion of the current sick leave bank balance of days.
- 8.2 Personal Leave
All employees covered by this Agreement shall be entitled to two (2) personal days with pay each year. When possible the employees shall provide at least forty-eight (48) hours notice. Those days shall not immediately precede or immediately follow a school vacation or a holiday period unless a reason to grant such days is considered valid by the Superintendent or Director of Administration. Employees may be allowed additional time off with pay for other personal reasons when such reasons are considered valid by the Superintendent or Director of Administration. Personal time may be taken on an hourly basis.
- 8.3 Maternity Leave
When illness or disability due to childbearing renders an employee unable to perform her duties, the employee may use her accrued sick leave until such time as her physician determines that she is able to return to work.
- 8.4 Parental Leave
An employee shall be granted at any time a parental leave without pay for up to one (1) year upon expiration of the maternity leave or in lieu of maternity leave. Parental leaves shall be granted to either parent for the birth or adoption of a child. Such leaves may be renewed for additional periods of time with the approval of the Superintendent or Director of Administration.
- 8.5 Bereavement Leave
All employees shall be granted a maximum of five (5) consecutive days, including the day of the funeral, for death in the immediate family. Immediate family includes only mother, father, wife, husband, sister, brother, child, guardian, or one who resides in the same household. For mother-in-law, father-in-law, and grandparents, a maximum of three (3) consecutive days are allowed. For other relatives, one (1) day will be granted for the purpose of attending the funeral. In extenuating circumstances, the Director of Administration may grant up to four (4) additional days charged to either sick or vacation time.
- 8.6 Leave
An employee called for jury duty shall receive the difference in his/her pay for the period of said duty if jury duty pay is less of the two. He/she shall keep any moneys paid by the courts for travel or incidental expenses.
- 8.7 Military Leave
An employee covered by this Agreement, who is required to participate in activities relating to membership in a military reserve unit, shall, upon providing the Superintendent or Director of Administration with a copy of a letter from the Commanding Officer verifying the leave, be granted military leave with pay equal to the difference between the amount the employee receives

from said military unit and the amount the employee would ordinarily receive had the employee worked for the School Department during said leave.

8.8 Emergency Leaves of Absence

Emergency leaves of absence may be granted by the Superintendent or Director of Administration in accordance with School Committee policy on the matter.

8.9 Leave Without Pay

An employee may be granted up to one year's leave without pay upon the Superintendent or Director of Administration's approval. Seniority shall not accrue while an employee is on a leave without pay.

8.10 Benefits During Leave

An employee on unpaid leave shall retain all desired medical/dental and life insurance benefits by reimbursing the School Department for their cost. Paid holidays, sick days, vacation days, and seniority shall not accrue during the period the employee is on unpaid leave.

8.11 Return from Leave

Upon return from any leave, an employee shall be placed in the position which he/she left, provided the position still exists; otherwise he/she shall be subject to Article 17.

8.12 Vacation

8.12.1 All twelve month employees covered by this Agreement shall receive vacations with pay according to the following schedule:

After one (1) year of service	ten (10) days *
After five (5) years of service	fifteen (15) days

One additional vacation day shall be granted for each year of service after five (5) years, up to twenty (20) days.

* an employee may take five (5) of these ten (10) days after six (6) months of service.

8.12.2 Any employee who is awarded a twelve (12) month position prior to January 1st of the following year, shall be entitled to the appropriate vacation days based upon years of service, as a twelve (12) month employee, as of July 1st of the following year. However, such employee is entitled to utilize up to five (5) days after six (6) months of service prior to July 1st, with the understanding that any of these five (5) days utilized will be deducted from the July 1st vacation days entitled.

8.12.3 When the services of an employee shall be terminated by resignation or death, the employee or his/her estate shall receive compensation for any unused vacation time accrued.

8.12.4 Vacations will ordinarily be scheduled in July and August. However, employees may take vacation time when school is not in session or at other times during the year with the approval of the Director of Administration. The Director of Administration shall have the right to deny vacation requests during the five-day periods immediately prior to opening of schools and directly following the close of schools, the Director of Administration reserves the right to limit the number of employees on vacation at any one time.

If more employees than may be granted vacation request the same vacation time, preference shall be given to those with the greatest seniority, as defined by Article 16.1 of this agreement.

8.12.5 Vacation time shall be computed on the basis of fiscal year, July 1 - June 30. For the purpose of computing vacation time, anyone hired prior to January 1 in a given year would be considered to have one year of service on July 1.

8.12.6 Employees shall be notified to complete vacation requests by March 1; requests shall be submitted to the principal by March 21; employees shall be notified of vacation approval/denial by May 1. Employees who fail to file vacation requests by March 21 shall forfeit preferences based upon seniority.

ARTICLE 9
Holidays

9.1 All employees covered by this Agreement shall receive the following holidays with pay providing the holiday(s) fall within the employee's work year:

New Year's Day	Labor Day
M. L. King, Jr.'s Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
July 4th	Day after Thanksgiving
Victory Day **	Christmas Day

** Delete Victory Day as a holiday if the General Assembly drops Victory Day; then add one (1) floating holiday which shall be established by mutual agreement between the Association and the Director of Administration.

9.2 In the event an employee is on vacation when a holiday occurs, then that employee shall be allowed to take an additional day off with pay with approval of the immediate supervisor.

9.3 Any employee covered by this Agreement who is required to work on one of said holidays or any part of said holiday, whether or not it is a regularly scheduled work day, shall receive in addition to his or her holiday pay, payment for those hours worked on the holiday at the rate of double time.

9.4 Time not worked due to a holiday shall be counted as time worked for the purpose of computing overtime.

9.5 In the event Federal, State, or Local Governments declare a day of mourning, said day shall be considered as, and treated as, a paid holiday, provided school system is required not to be in session and is not required to make up the date at a later time.

9.6 Good Friday, the last working day before Christmas Day, and one-half of the last working day before New Year's Day shall also be treated as holidays provided school is not in session.

9.7 In the event that school is in session on any of the above days, then each employee shall receive a floating holiday for each day, which shall be established by mutual agreement between the Association and the Director of Administration.

9.8 In the event that any of the above days falls on a Saturday or Sunday, then each employee shall receive a floating holiday for each day, which shall be established by mutual agreement between the Association and the Director of Administration.

ARTICLE 10
Benefits

- 10.1 Health Insurance: The Chariho Regional School Committee shall pay eighty-five percent (85%) of the annual costs of the Healthmate Coast to Coast Plan, including Student to Age 25 rider, or Classic Blue Program and Delta Dental, Level 4, fully-paid family plan, including Student to Age 25 rider on Levels 1, 2, and 3 and Delta Dental Level 4, fully-paid individual plan, except that those employees hired prior to July 1, 1997 shall contribute to their annual health care costs according to the dates indicated in the following chart:

January 1, 2008	5%
January 1, 2009	10%
January 1, 2010	15%

- 10.1.1 Only employees enrolled in Classic Blue as of July 1, 2007, as outlined in 10.1 A-D below, may continue to do so. Health care contributions, as outlined in 10.1 above, shall apply. Individuals selecting Classic Blue shall be responsible for the cost differential between Classic Blue and Healthmate Coast to Coast.
- 10.1.1A Semi-private Blue Cross (365 days), including Mental Health, Medical Emergency, and Student to Age 25 riders.
- 10.1.1B Blue Shield, Plan 100 (365 days), including Mental Health, Chiropractic, Medical Emergency and Student to Age 25 riders.
- 10.1.1C Major Medical (\$100.00) deductible for single plan; (\$200.00) deductible for family plan, one million (\$1,000,000.00) maximum, including Mental Health, Chiropractic, Medical Emergency, and Student to Age 25 riders.
- 10.1.1D Blue Cross and Blue Shield Managed Benefits Program.
- 10.1.2 Notwithstanding the above, the Chariho Regional School Committee may offer equivalent coverage with written notice and consultation as to a comparability of the proposed coverage to the Chariho Educational Support Professionals.
- 10.2 Prior to July 1, employees who are eligible for individual or family coverage, as indicated in 10.1, will be permitted to waive such coverage by filing a notarized waiver with the Director of Administration. Employees waiving such coverage will receive, for each year the waiver is in effect, a payment of: Blue Cross/Blue Shield Family Coverage-\$4,500.00; Blue Cross/Blue Shield Single Coverage-\$2,000.00; Delta Dental Family Coverage-\$400.00; Delta Dental Single Coverage-\$100.00. Fifty percent (50%) of the payment shall be paid in December and the remaining fifty percent (50%) shall be paid in June.
- 10.3 Effective July 1, 2009, employees currently (as of July 1, 2007) receiving health coverage who are regularly scheduled for twenty (20) hours or less per week will not be eligible for coverage provided by the School Committee in Article 10.1 and 10.1.1. Between the period July 1, 2007 through June 30, 2009 inclusive, these employees must post for the first available benefit-generating position in their classification and shift, or health and dental care contributions as indicated in 10.1 will commence.
- 10.4 Employees who accept a temporary assignment of thirty (30) hours or more per week shall become eligible for health coverage as described in Article 10.1 and 10.1.1 after sixty (60) days in said assignment. The health coverage will be withdrawn when the individual returns to an assignment of less than thirty (30) hours.

- 10.5 Employees hired after January 1, 2008 or who post into positions after January 1, 2008 of less than thirty (30) hours per week shall not be eligible for health coverage as provided for in Article 10.1. The School Committee agrees that it will not reduce the number of hours of current positions for the sole purpose of not providing health and dental coverage.
- 10.6 Upon retirement an employee who has attained the age of fifty-eight (58) years of age and ten (10) years of service in the District shall have the option to continue to participate in the Chariho Group Plan, at their own expense, for life insurance through age sixty-five (65).
- 10.7 All retired support personnel may continue to participate in the Chariho Group Plan at their own expense for Delta Dental insurance to age (65) or until a group plan, outside of the Chariho group is offered for retirees; which ever occurs first. Payments for those participating in the Chariho Group Plan shall be on a semi-annual basis.

All retired support personnel may continue to participate in the Chariho Group Plan at their own expense for individual health insurance coverage to age (65) or until a state administrated group plan, outside of the Chariho group is offered for retirees; whichever occurs first. Payments for those participating in the Chariho Group Plan shall be on a semi-annual or monthly basis.

A retiree's right to participate in any of the Chariho group plans does not mandate or guarantee any particular benefit or set of benefits. Rather, retirees are assured only of the right to participate in such Chariho group plans as those plans may be constituted from time to time under this agreement and any successor agreement between the School Committee and Association.

- 10.8 **Life Insurance**
All non-certified employees of Chariho School Committee will be provided an individual group term life insurance plan, with accidental death and benefits, in the amount of thirty thousand dollars (\$30,000) to age seventy (70). Should any of these employees retire they may purchase life insurance at the group rate pursuant to the terms and conditions of the policy.

- 10.9 **Social Security**
Employer share as prescribed by law.

- 10.10 **Municipal Retirement**
Employer share as prescribed by law.

The School Committee shall by resolution agree to extend to employees covered by this Agreement automatic adjustment increases in service retirement allowances in accordance with R. I Gen. Laws §45-21-52(a)(3) – (“Plan C”), such acceptance of “Plan C” to be effective only for employees who retire on or after January 1, 2006.

- 10.11 **Workers' Compensation**
The Committee agrees to provide Workers' Compensation for all employees covered by this Agreement to be supplemented at the employees' option with accumulated sick leave.
- 10.12 The Chariho Regional School Committee shall maintain a qualified Section 125 Plan throughout the term of this Agreement.

ARTICLE 11 **Mileage Allowance**

Any employee covered by this Agreement who is directed to use his or her own personal vehicle for school department business shall be reimbursed by the school department at a rate equal to the maximum rate allowable for business travel under the Internal Revenue Service Code.

ARTICLE 12
Health and Safety

- 12.1 The School Committee will make every effort to inform all employees covered by this Agreement of any hazards to which they are exposed, including, but not limited to, dangerous or toxic chemicals in use in the work area.
- 12.2 The School Committee shall provide all necessary training for any equipment used by employees covered by this Agreement.
- 12.3 In the event that the School Committee disputes the existence of an unhealthy or unsafe condition, then the Association shall have the right to use the grievance procedure of this Agreement.
- 12.4 The School Department recognizes the importance of keeping members of the bargaining unit informed on a need to know basis, those students who may have special emotional, behavioral, physical and/or legal conditions.
- 12.5 Should any employee be left in any building by himself or herself, they must contact their supervisor and/or administration to inform them. Each employee shall be provided with a voicemail box.

ARTICLE 13
Snow Days

- 13.1 When the Superintendent cancels school because of inclement weather, those employees who are regularly scheduled to work less than twelve months will not be required to report to work and will not be paid. However, if the lost time is made up as part of the school calendar year, then said employees will be required to work and will be paid.
- 13.2 When the employer decides that there will be no school or close schools in session for reasons of a major snow storm, power outage, blizzard, hurricane, flood, tornado, or other emergency, twelve-month clerical staff who do not report to work, or who leave work early, may substitute personal leave days, or unused vacation days before losing the appropriate amount of wages. These conditions will not apply if the superintendent cancels a work shift. In such case, employees will be paid.
 - 13.2.1 When the employer decides to close schools in session, clerical and assistant staff will be released no later than one (1) hour after the closing of schools with no loss of time or pay; provided, however, that employees who work in central administration will provide coverage in the administration building on an alternating basis, with one-half of the central administration staff (initially chosen by agreement, or in the absence of agreement, by lot) remaining on duty for one hour after the closure of the high school and middle school campuses, and the other one-half of the central administration staff remaining on duty until one hour after the last school bus has departed the last elementary school. (This provision will not result in additional compensation to those employees affected by this provision.)
 - 13.2.2 Maintenance and custodial employees will be required to complete the shift.
- 13.3 The Superintendent shall designate the number of custodial and maintenance personnel that are necessary in a major storm and/or emergency as defined above, all designees who experience travel difficulty and are delayed will complete scheduled hours. A roster of all custodial personnel will be developed, by seniority and shift. A rotation assignment system will be used. If, at the time a shift begins, a storm/emergency is in progress, the following will be implemented:

The designated personnel are expected to report to work. If any designated personnel is absent from work he/she shall be required to document any illness that prohibits him/her from reporting to work. The remaining custodial personnel of that shift, who do not report to work, may substitute personal leave days or unused vacation days before losing the appropriate amount of wages. These conditions do not apply if the Superintendent cancels a work shift. In this case, employees will be paid. However, if, at the time a shift begins, the storm and/or emergency is over, then that shift is expected to report to work as usual.

ARTICLE 14 **Discipline and Discharge**

- 14.1 Disciplinary action may be imposed upon an employee only for just cause and in accordance with the follow provisions:
- 14.2 Initial minor infractions, irregularities, or deficiencies shall be privately brought to the attention of the employee by his/her immediate supervisor and reported to the Superintendent.
- 14.3 When appropriate, thereafter, disciplinary action or measures shall be carried out in the following manner:
 1. Oral reprimand - with an Association representative present.
 2. Written reprimand - Any written correspondence pertaining to discipline shall be made and signed by the person making the charges. One copy shall be given to the employee involved, one copy filed with the Association president, and one copy sent to the Superintendent. An employee shall be permitted to respond, in writing, to any charges brought against him.
 3. Suspension
 4. Discharge
- 14.4 Any disciplinary action imposed upon an employee may be processed as a grievance through the regular grievance procedure as outlined in Article 15 of the contract.
- 14.5 An employee's personnel file shall be disclosed to the employee upon his/her request and shall also be disclosed to the employee's association representative with the written permission of that employee.
- 14.6 After a period of two years, if an employee has not committed any further infractions of appropriate rules and regulations; written reprimands shall not be considered current.
- 14.7 When any disciplinary action is implemented, the Superintendent shall, at the time such action is taken, notify the employee, and the Association, in writing of the specific reasons for such action.
- 14.8 In the event that an employee is dismissed or suspended and that employee appeals such action and his/her appeal is sustained, he/she shall be restored to his/her former position and seniority, and compensated at his/her regular rate for any time lost during the period of such dismissal or suspension.
- 14.9 A hearing concerning disciplinary action may be public or private at the request of the employee involved.

ARTICLE 15
Grievance Procedure

15.1 Definition

- 15.1.1 A "Grievance" is hereby defined to mean a claim by the Association or a member of the bargaining unit based upon an alleged violation or variation from the provisions of this Agreement or the interpretation, meaning or application thereof.
- 15.1.2 A "grievant" or "aggrieved person" is a person or group of persons making a claim or the Association.

15.2 Purpose

- 15.2.1 The purpose of this procedure is to secure at the lowest possible level, equitable solutions to problems which may arise. Both parties agree that these proceedings shall be kept informal and confidential.
- 15.2.2 Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and has agreed to the settlement.

15.3 Procedure

- 15.3.1 Level One. An employee with a grievance will first discuss it with his/her immediate superior outside of the bargaining unit within thirty (30) days of the employee's knowledge of the occurrence provided that the supervisor has the authority to settle the grievance. Grievances that are outside of the jurisdiction of the immediate superior shall be initiated at Level Two. Time limit of thirty (30) days does not preclude the filing of grievances of a continuing nature.
- 15.3.2 Level Two. If the grievant is not satisfied with disposition of the grievance at Level One, or if no decision has been rendered within ten (10) working days after the discussion of the grievance at Level One, he/she may file the grievance in writing. The Superintendent and/or designee will hold an informal hearing and issue a decision within ten (10) working days.
- 15.3.3 Level Three. If the grievant is not satisfied with the disposition of the grievance at Level Two, or no decision has been rendered within ten (10) working days after the discussion of the grievance at Level Two, he/she may file the grievance in writing with the School Committee. The School Committee will hold an informal hearing and issue a written decision within thirty (30) working days.
- 15.3.4 Level Four. If the grievant is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within thirty (30) working days after the filing of the grievance at Level Three, the Association may within thirty (30) days file the grievance for arbitration with the American Arbitration Association in accordance with its rules and regulations. The decision of the arbitrator shall be final and binding upon the parties to this Agreement. Arbitration expenses incurred shall be born equally by the parties of this Agreement.

15.4 General Provisions

- 15.4.1 If in the judgment of the Association a grievance affects a group or class of employees, the Association may submit such a grievance in writing directly to Level Two.

- 15.4.2 Decisions rendered at Levels One, Two and Three of the grievance procedure shall be in writing setting forth the decision and will be transmitted promptly to the grievant and the Association.
- 15.4.3 Forms for filing grievances shall be prepared by the Association.
- 15.4.4 All meetings involving grievances shall be held at times which will permit those concerned to be present.
- 15.4.5 Failure of the Administration to answer a grievance within the limits above shall be considered as denying the grievance.
- 15.4.6 In any matter outside the provisions of this Agreement, all employees shall be free to exercise their rights according to law.
- 15.4.7 Grievants may be represented by Association representatives at all levels of the grievance procedure.
- 15.4.8 All time limits mentioned above may be extended by mutual agreement.

ARTICLE 16
Seniority

- 16.1 Seniority shall be defined as the total length of continuous non-certified service in any position covered by this Agreement. Seniority shall be determined by first date of continuous service in position of hire. Date of hire shall be interpreted to mean date of appointment by the School Committee. In the event that first date of continuous service precedes date of hire, which shall be at the next regularly scheduled School Committee meeting, the employee shall be a substitute, with no right to any benefits or protection under this Agreement. Seniority shall not accrue while on any unpaid leave of absence in a school year of 135 days or more.
- 16.2 For the purpose of defining seniority with the Chariho School District, it is agreed that the employee's date of hire with the school systems of Hopkinton, Richmond and Charlestown shall be considered as their date of hire with the Chariho School District.
- 16.3 Seniority shall be broken only for the following reasons:
 - Discharge for just cause;
 - Terminates employment voluntarily;
 - Failure to return to work upon expiration of an authorized leave of absence;
 - Failure to return upon recall.
- 16.4 In the event that two (2) or more employees have the same seniority date, the tie shall be broken first by the amount of prior service, if any. In the event that a tie still exists, a tie shall be broken by a lottery. The employees involved shall have the opportunity to be present at the lottery. A representative of the Association chosen by the Association shall also be present.
- 16.5 Bids shall be awarded to the most senior qualified applicant within the district. The posting and filling of said jobs shall be in accordance with Article 17 entitled "Job Posting and Bidding".
- 16.6 Within forty-five (45) days of the effective date of this Agreement, the Committee and the Association will jointly develop and post a "seniority list" in all work areas covered by this Agreement. Any discrepancies as to the accuracy of said seniority list, on the part of the Union, and employee or group of employees, shall be subject to the grievance and arbitration provisions of the Agreement.

- 16.7 The Committee and the Association shall update the seniority list as required or every six (6) months.
- 16.8 The parties agree that in all instances such as but not limited to vacation preferences, shift preferences, job and location assignments, days off, or other preferences should the Administration implement that affect employees, these preferences will be determined on the basis of system-wide seniority.
- 16.9 Any reduction in the number of positions or in the work year or hours of a position (excluding Teaching Assistant, BMA, PTA, and OTA positions) may occur at the sole discretion of the school committee, only when the position(s) is vacant. The number of Teaching Assistant, BMA, PTA, and OTA positions, the work year and hours of such positions, may be determined from time to time by the school committee based upon student population and changes in applicable laws and regulations. If a town withdraws from the District, which creates a significant decrease in enrollment, the Association agrees to discuss this impact with the Administration.
- 16.10 The Administration shall be allowed to change the work hours or shift of two positions per contract year, in addition to those positions indicated in 16.9. The employee must be notified by May 1st of the school year; the change shall become effective July 1st. The effected employee shall be allowed to utilize his/her seniority and qualifications to displace another employee, per Article 18.1
- 16.11 In the event that an involuntary transfer of assignment, defined as a program moving from one building to another, special education assistant no longer required pursuant to regulations in one classroom but required in another classroom, or other instances as agreed to by the President and the Director of Administration, within a classification becomes necessary, and after consultation with the President and the affected employee, the individual affected by such involuntary transfer may exercise their seniority rights in accordance with the provisions of Article 18; at the conclusion of the school year. Should such involuntary transfer result in a split assignment, the affected employee will be paid mileage pursuant to Article 11.
- 16.12 In the event that a voluntary transfer of assignment, defined as when an employee, employees agree to transfer from one building to another within their classification, said transfer shall be with the approval of the President, all affected employees and the Director of Administration.

ARTICLE 17

Job Posting and Bidding

- 17.1 When a position is open, which is defined as either a newly created position or a vacated position, within the bargaining unit, all members of the bargaining unit shall be notified by a posting of the position and a copy sent to the Association President at least six (6) calendar days before the closing of applications, except during the summer recess period when the posting will be emailed to the members of the bargaining unit and made available on the District's website, the District will also make the posting(s) available on the ESP hotline every Friday following the posting. Postings will contain a reference to the job description of the position, hours, and, when applicable, initial building assignment (for district-wide positions) or location. Preference shall be given on the basis of seniority provided that the employee is qualified to perform the duties of the job. Positions shall be filled within ten (10) calendar days from the closing of applications.
- 17.2 With respect to vacancies, promotions and transfers or new jobs, it is agreed that said jobs shall be filled on the basis of seniority and qualifications; provided that the qualifications of candidates for the positions of secretary, clerk, fiscal clerk, library clerk and maintenance shall also be evaluated

on the basis of a written examination (to be given twice annually), an oral interview and a letter of recommendation from their current supervising administrator.

- 17.3 In the event that an assistant's position becomes vacant after the first day of school, the following procedure will be followed:
- a. The position may be filled on a temporary basis in accordance with Article 17 provided that the new assignment does not result in an additional classroom assistant's position being vacated.
 - b. The position will be posted by June 1st and awarded pursuant to Article 17 by July 1st.

- 17.4 An employee who bids for a higher paying job and is awarded said bid, shall be placed at the same step at the higher pay grade or the maximum rate of the higher paying job if the difference is not equal to a one-step increase.

In the event a dispute arises as to an employee's qualifications as herein above set forth, then said dispute shall be subject to the grievance procedure.

- 17.5 Employees who bid for a position within the bargaining unit and are awarded said position in accordance with 17.1 and 17.2 shall be placed in said position. Employees awarded said bid may not bid on posting of said position caused by their new assignment.
- 17.6 Job descriptions for positions shall be reviewed and revised as needed, but not less frequently than every other year, by a joint committee comprised of representatives appointed by both the school committee and the association (up to three (3) representatives each).

ARTICLE 18

Lay Off and Recall

- 18.1 Whenever a specific position within a job classification is eliminated or reduced in hours, prior to the start of school, the employee whose job has been abolished or reduced in hours, may displace the least senior person with similar hours within his/her classification at any building.
- 18.2 If the employee is not able to displace as provided above, he/she may displace on a system-wide basis any less senior employee in any classification in the bargaining unit, providing said employee can perform the duties of the position.
- 18.3 Whenever a specific position is eliminated within a job classification during the school year, the employee's job which has been abolished or reduced in hours, shall displace the least senior employee within that classification with similar hours. That individual may exercise their seniority, pursuant to Article 17, at the conclusion of the school year.
- 18.4 If it becomes necessary for any displaced person to take a position of lesser hours and if this reduction to lesser hours would become a hardship for said person, this person may choose to take a layoff.
- 18.5 In the event a layoff becomes necessary, all probationary employees in that classification will be laid off first. A fifteen (15) day (working days) notice will be given to any employee who is laid off. Those employees who have been laid off or whose jobs have been abolished shall have their names placed on the recall list.
- 18.6 In the event a vacancy occurs during the school calendar year and there are employees on the recall list, said vacancy will be filled on a temporary basis for the remainder of the school year by the most senior employee on the recall list who prior to layoff held that classification.

- 18.7 Employees recalled shall be notified by certified mail and must respond to the Director of Administration within five (5) working days of receipt of the recall letter to express their intentions of returning to work. Employees so notified and desiring to return to work shall be given ten (10) working days to return to work. Failure to respond to a recall notice will result in removal of the notified employee from the recall list with all rights forfeited.
- 18.8 Employees on the recall list shall continue to accrue seniority while on layoff.
- 18.9 In any year that job elimination or reduction of hours has occurred, the Director of Administration will post by June 1st, all positions filled by recalled employees and said positions will be awarded pursuant to Article 17 by July 1st.

ARTICLE 19
Non-Performance of Bargaining Unit Work

- 19.1 Non-bargaining unit employees shall not perform work ordinarily performed by bargaining unit employees unless mutually agreed to in writing by the Association and the Superintendent. The School Department shall have the right to utilize non-bargaining unit employees to replace bargaining unit members who are on a leave of absence from their position and bargaining unit members who are absent from their position utilizing personal, vacation, sick, or bereavement days. The School Department shall further have the right to utilize non-bargaining unit employees, not to exceed thirty calendar days unless there are extenuating circumstances, to staff newly created positions, vacant positions, or short-term educationally necessary positions
- 19.2 The School Committee may continue its practice of using non-bargaining unit individuals, such as students, parents, and other volunteers, provided said individuals shall not be utilized excessively, adversely affecting job opportunities and overtime for bargaining unit employees. Whenever a choice of assignment exists, bargaining unit employees shall have preference.

ARTICLE 20
Resignation

- 20 A two (2) week notice of resignation is required, but may be waived by the Superintendent. Employees are encouraged to give as much advance notice as possible.

ARTICLE 21
Personnel Files

- 21.1 The School Department shall maintain one (1) personnel file for each employee.
- 21.2 An employee or his/her Association representative, having written authorization from the employee concerned, shall be given access to the material in his/her personnel file within a reasonable time after requesting such access. Access to, and inspection of, his/her file shall take place only in the presence of the superintendent or his designee. An employee shall be allowed to reproduce, at no expense, any material contained in her/his personnel file. No material derogatory to an employee's conduct, service, character, or personality will be placed in said file unless the employee has had an opportunity to review the material. An employee may challenge the accuracy and/or authenticity of any material in said file.

ARTICLE 22
Severability

- 22.1 If any article or portion of any article, or if any supplements to this Agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of this agreement, or any supplement to it, shall not be affected and shall remain in full force.
- 22.2 In the event of any article or section of any article and/or supplements (agreed to in writing) to this Agreement be held to be invalid by any tribunal of competent jurisdiction, the parties agree to enter into negotiations after receipt of written notice by parties for the purpose of arriving at a replacement for that part affected.

ARTICLE 23
Alteration of Agreement

- 23.1 It is hereby agreed that any alteration or modification of this Agreement shall be binding upon the parties hereto only if executed in writing.
- 23.2 All past practices will remain in full force and effect unless changed by mutual agreement.

ARTICLE 24
Negotiation for Successor Agreement

- 24.1 The Committee agrees to enter into negotiations with the Association no later than one hundred and twenty (120) days prior to the expiration date of this Agreement for the purpose of negotiating a succeeding Agreement.
- 24.2 In the event negotiating sessions are scheduled during working hours for any employee covered by this Agreement who shall be elected or appointed to a position on the Negotiating Committee for the Association, then that employee shall be relieved of duty to attend any necessary meeting relevant to negotiations. Said relief from duty shall be without loss of pay.

ARTICLE 25
Classifications, Wages, and Longevity

- 25.1 Salaries/pay rates for all employees covered by this agreement shall be as set forth in Appendix A.
- 25.2 Employees who are hired shall be placed on step one. Employees hired prior to January 1 will receive a one-step increase the first pay period in July and each year thereafter until they reach the maximum of their grade.
- 25.3 All employees in the bargaining unit shall receive a longevity payment in their fifth year of service. The longevity payment shall be computed as follows:

Years 5 – 9	\$2.00 x 52 x the number of years of completed service.
Years 10-14	\$2.25 x 52 x the number of years of completed service.
Years 15 +	\$2.50 x 52 x the number of years of completed service.

Longevity shall be computed on the basis of the employee's anniversary date. Payment shall be made in the first payroll date following the employee's anniversary date. Employees must be actively employed, as of the payroll date following their anniversary, to be eligible for the longevity payment. Employees who are terminated from employment prior to their anniversary date for disciplinary reasons shall not be eligible for the longevity payment for that year.

Employees who retire or terminate their employment prior to their anniversary date for other than disciplinary reasons shall be eligible for the longevity payment on a pro-rata basis for the last partial year of their employment.

- 25.4 Any teacher assistant supporting handicapped and/or learning disabled children whose duties include the feeding and/or learning disabled children, image toileting of handicapped and/or learning disabled children, and/or providing the hands and arms of handicapped and/or learning disabled children shall be paid a premium of fifty (.50) cents per hour.
- 25.5 Any employees regularly scheduled to begin a shift 2:00 PM or later shall be entitled to an additional twenty-five cent (25¢) shift differential above their regularly scheduled rate of pay. If said employee(s) voluntarily move to first shift during a recess period the differential will not apply.

ARTICLE 26 **Professional Growth**

- 26.1 **Any** employee successfully completing a job-related college-level course or courses that will enable the employee to improve his/her present job skills, shall be reimbursed up to a maximum of \$400.00 per year with prior approval by the Director of Administration.
- 26.2 The Chariho School Committee will allocate \$1,000.00 each fiscal year for employees to take Chariho Adult Education courses. The District will pay for one class per employee per fiscal year. Any Employee shall be able to take Chariho Adult Education classes tuition free if space is available and the cost/ratio is maintained and does not conflict with the employee's work schedule. The Adult Education Program would not be expected to absorb costs above those necessary to maintain a minimum class size.
- 26.3 The School Committee is committed to providing a comprehensive professional development program for members of the bargaining unit. Recognizing that professional development is a joint responsibility, a committee of six members, with three appointed by the Superintendent and three appointed by the Association President, will be immediately formed to plan a professional development program for teacher assistants and behavior management assistants. Teacher assistants and behavior management assistants will complete six hours of job-related professional development at times when school is not in session and beyond that which is required by the district; course work covered under 26.1 shall not count toward the six hour requirement. Upon submission of documentation of the six hours of job-related professional development by June 1 of each year, said assistants will receive a stipend of \$75.00. The District will compensate employees at the hourly rate and attempt to give thirty days notice in the event that attendance is mandated when school is not in session.
- 26.4 The District shall consider individual professional development requests for times during the normal work day that may count toward the six hour requirement when (1) requests are related to present position, (2) requests include a detailed workshop agenda, and (3) documentation of attendance at said workshop is provided upon return. Said requests will not normally exceed one school day. The District may not necessarily provide for workshop or conference fees; the District reserves the right to withhold the \$75.00 stipend referenced in 26.3.
- 26.5 All ten month staff will be compensated for required attendance at the opening-of-school orientation session.
- 26.6 Employees who are assigned to handicapped and/or learning disabled students will be provided with training appropriate to meet the student's needs; employees shall be trained, when possible, prior to the beginning of school or placement of an additional student in their care.

- 26.7 The Chariho School Committee and NEA Chariho Educational Support Professionals will establish a joint committee to develop a new standards-based evaluation instrument and process for educational support personnel. The evaluation instrument shall be mutually developed by June 30, 2008.

Evaluations will be conducted for the purpose of assessing and improving job performance using an agreed-upon evaluation instrument on an annual basis, by June 1st, by an administrator (who is not a member of the bargaining unit) for the first three (3) years of an employee's employment and every two (2) years thereafter, with the understanding that no employee shall be evaluated outside of the normal work schedule.

- 26.8 It is agreed that a joint committee of administrators and bargaining unit representatives will meet to establish a mentoring program for teacher assistants and behavior management assistants, given the availability of funds. Lead clerk and secretary trainers may be established to provide training and support for new employees and for current employees who may be having difficulty in their current positions.

ARTICLE 27

General

- 27.1 No employee shall be required to maintain residency in the Chariho District.
- 27.2 At the discretion of the Director of Administration the Association and its members will be allowed to utilize a total of six (6) days per year to attend conferences, workshops, or hearings as official delegates of the Chariho ESP/NEA.
- 27.3 The Chariho Regional School District shall furnish all custodial, maintenance, and groundskeeper personnel with uniforms, at no cost.

All custodial, maintenance, and groundskeeper personnel shall be required to wear appropriate shoes and/or boots. Custodians shall be reimbursed a maximum of \$80.00 per year and maintenance personnel shall be reimbursed a maximum of \$100.00 per year, with proof of purchase.

Employees issued uniforms and/or protective clothing shall be expected to wear said uniforms and clothing only in conjunction with their employment with the District.

Each employee issued uniforms will accept responsibility for proper care and laundering.

ARTICLE 28
Duration & Termination

The provisions of this Agreement will be effective as of July 1, 2007 and will continue and remain in full force and effect until June 30, 2010. This Agreement will automatically be renewed for additional successive years of one (1) each unless either the Committee or the Association of Educational Support Professionals given written notice, by registered mail, to the other, prior to June 30, 2009 or the expiration of any successive year, of its desire to reopen this Agreement and to negotiate the terms of a new Agreement.

IN WITNESS WHEREOF the parties named herein have hereunto set their hands and seals this _____ day of _____ in the year of 2007.

**CHARIHO EDUCATIONAL SUPPORT
PROFESSIONAS/NEARI/NEA**

**CHARIHO REGIONAL SCHOOL
DISTRICT COMMITTEE**

Carri Barr

William Day

Witness

Witness

Appendix A

	07-08	08-09	09-10
(A) Teacher Assistants, Clerks, District Courier, C&T Dining Room Asst., Custodians			
1	12.48	12.98	13.43
2	12.92	13.44	13.91
3	13.18	13.71	14.19
4	14.63	15.22	15.75
5	16.50	17.16	17.76
(B) Behavior Mgr Asst II (1/1/10 Secretaries)			
1	14.56	15.14	15.67
2	15.00	15.60	16.15
3	15.26	15.87	16.43
4	16.71	17.38	17.99
5	18.58	19.32	20.00
(C) Secretaries			
1	13.29	13.82	14.31
2	13.81	14.36	14.87
3	14.01	14.57	15.08
4	15.46	16.08	16.65
5	17.37	18.06	18.69
(D) Fiscal Clerks			
1	14.83	15.42	15.96
2	15.13	15.74	16.29
3	15.37	15.98	16.54
4	16.72	17.39	18.00
5	18.60	19.34	20.02
(E) Maintenance, Grounds Keeper (1/1/10 Fiscal Clerks)			
1	16.38	17.04	17.64
2	16.42	17.08	17.68
3	16.69	17.36	17.97
4	17.98	18.70	19.35
5	19.82	20.61	21.33
(F) Behavior Mgr Asst I, Computer Technician			
1	20.69	21.52	22.27
2	20.74	21.57	22.32
3	21.00	21.84	22.60
4	22.30	23.19	24.00
5	24.20	25.17	26.05

(G) Physical Therapy Asst., Licensed Maintenance			
	07-08	08-09	09-10
1	28.55	29.69	30.73
2	29.42	30.60	31.67
3	30.30	31.51	32.61
4	31.21	32.46	33.60
5	33.04	34.36	35.56

Yearly Custodial Supervisor Stipend

High School	\$	3,000.00
Middle School	\$	3,000.00
Charlestown	\$	1,500.00
Richmond	\$	2,000.00
Ashaway	\$	1,500.00
Hope Valley	\$	1,000.00

Memorandum of Understanding

The Chariho Regional School Committee and the NEA Chariho Educational Support Professionals recognize the significant economic impact of increasing health and dental care costs on the school district, its employees and the taxpayers of the District.

The parties acknowledge that it is the present intent of the Chariho Regional School Committee to have all its employees contribute a net of 15% of the total cost of health and dental care insurance premiums. The parties also acknowledge that for ESP employees who have not participated in a cost sharing plan, the 15% financial contribution should be reached incrementally.

However, because of the uncertainty of health and dental care costs and in keeping with the present intent of the School Committee, in the absence of a finalized plan for certified staff to contribute at least a net of 15% toward their health and dental costs, the parties agree to reopen this Agreement for a period not to exceed thirty (30) calendar days for the purpose of negotiating equitable health care contribution rates, upon written notification by either party within ten (10) days of ratification by both parties of the successor certified staff agreement. In the absence of an Agreement within thirty (30) days, the parties agree to submit their final positions to a mutually-acceptable third party for binding resolution.