

**Proposed Tentative Agreement
Council 94 and School Committee
2011-2014**

September 26, 2011

Subject to ratification by the bargaining unit and the School Committee, the parties agree to a new collective bargaining agreement containing all of the terms of their 2008-2011 contract, except as follows:

ARTICLE 7
GRIEVANCE PROCEDURE

7.2

7.3

CHANGE Human Resource Director to Director of Administration

Level 2. If the matter is not resolved at Level 1 within one (1) day, the grievance shall be submitted in writing to the Human Resource Director who shall attempt to resolve the problem within five (5) working days. The decision shall be in writing.

Level 3. If the Human Resource Director's resolution is unacceptable to the Union, the Union shall advance the grievance within seven (7) working days to the Superintendent. The Superintendent shall attempt to resolve the matter within seven (7) working days. The Superintendent's decision shall be in writing.

ARTICLE 8
PROMOTIONS AND TRANSFERS

8.3

CHANGE 30 day probationary period to 90 days

The opportunity for a transfer shall be offered to employees who bid for the vacancy in the order of their seniority. Any employee who is given a transfer pursuant to this Article to a Maintenance III or higher classification shall serve a probationary period of thirty days actually worked. If such employee does not demonstrate an ability to satisfactorily perform the job during this period, he/she shall be returned to his/her former position. Such employee may also voluntarily return to his/her former position during this probationary period.

8.8

ADD 90 Day probationary period

ADD "Once a year, on a mutually agreed upon day, A Maintenance III test will be offered and the results filed in the participating employees' file. Maintenance III vacancies shall be filled by interview procedure (attached)." First Interview teams shall be as follows:

New hire custodians- (Principal or designee, Head Custodian, Custodial Supervisor and Union President or designee)

Head custodians-(Principal or designee, Custodial Supervisor, Union President or designee)

Maintenance- (Maintenance Director or designee, Union President or designee, Administrator representative)

Second Interview team (Superintendent or designee and Director of Administration)

Custodian III vacancies shall be filled following a selection process based on evidence of performance and seniority and shall have a 90 day probationary period.

“Once a year, on a mutually agreed upon day, A Maintenance III test will be offered and the results filed in the participating employees’ file.

Maintenance III vacancies shall be filled by interview procedure (attached).”

First Interview teams shall be as follows:

New hire custodians- (Principal or designee, Head Custodian, Custodial Supervisor and Union President or designee)

Head custodians-(Principal or designee, Custodial Supervisor, Union President or designee)

Maintenance- (Maintenance Director or designee, Union President or designee, Administrator representative)

Second Interview team (Superintendent or designee and Director of Administration)

ARTICLE 9
HOURS OF WORK

- 9.1 Change hours of work to reflect current schedules
- Delete Periodic Crew
- Delete ITA
- Delete Administration
- Delete 4 to midnight shift
- Section F-Delete “Except for the Administration Building Night Custodian”

A. The work week shall be Monday through Friday as follows:

	Start Time	End Time
Elementary Schools		
1 st shift	7:00 a.m.	3:30 p.m.
Swing shift	10:30 a.m.	6:30 p.m.
2 nd shift	3:00 p.m.	11:00 p.m.
2 nd shift (part time)	3:00 p.m.	7:00 p.m.
Middle Schools		
1 st shift	6:30 a.m.	3:00 p.m.
1 st shift (part time)	10:30 a.m.	2:30 p.m.



2 nd shift	3:00 p.m.	11:00 p.m.
High School		
1 st shift	6:30 a.m.	3:00 p.m.
2 nd shift	2:30 p.m.	10:30 p.m.
Swing Shift	10:30	6:30
2 nd shift	4:00 p.m.	12:00 p.m.
Periodic Crew		
2 nd shift	3:30 p.m.	11:30 p.m.
ITA		
2 nd shift	3:30 p.m.	6:30 p.m.
Administration		
2 nd shift	3:30 p.m.	7:30 p.m.
Maintenance		
1 st shift	6:30 a.m.	3:00 p.m.

F. During summer recess, hours for all full-time employees and part-time employees who work eight hour shifts (excluding maintenance workers) shall be:

7:00 A.M. - 3:30 P.M.
12-12:30 P.M. Meal period
9-9:15 A.M. Break
2-2:15 P.M. Break

During summer recess, hours for all other part-time employees, except for the Administration Building Night Custodian, shall be:

7:00 A.M. - 11:00 A.M.
9:00 - 9:15 A.M. - Break

During summer recess, part-time employees, **except for the Administration Building Night Custodian**, shall have the option of working 4 hour shifts or 8 hour shifts. Once an employee elects to work either the 4 hour shift or the 8 hour shift, he/she shall work such shift for the entire summer recess.

ARTICLE 10
OVERTIME AND CALLBACK

10.1 ADD Grace period of 2 hours (paid for time punched in)



Any employee covered by this Agreement who is called in or called back to work after the regularly scheduled shift ends and before the next regularly scheduled shift begins shall be paid at least three (3) hours pay at the rate of time and one-half the regular rate of said employee's pay. This provision shall not apply when an employee works additional time contiguous to the end of his/her regular shift or when, by prearrangement at least three working days in advance, a day shift employee comes in to work not more than one (1) hour prior to the regular starting time and works through his/her regular shift.

To allow for some flexibility, custodians called in can have up to a 2 hour grace period to arrive as long as they inform the administration and as long as they are only paid for time punched in.

10.3 ELIMINATE Current 1st paragraph

When functions take place in a school at a time other than regular school hours, overtime shall be given Custodians to perform all necessary work related thereto, including opening and closing of schools and necessary cleaning. Said overtime assignments shall be fairly distributed among the Custodians in the building first and if none are available to work then in the bargaining unit.

Replace with:

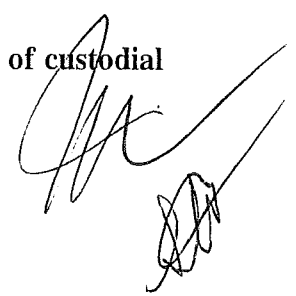
When functions take place in a school at a time other than normal school hours when custodial staff is not scheduled to work their normal shift, overtime shall be given for custodians to perform all necessary work related thereto, including opening and closing of schools and necessary cleaning. Said overtime assignments shall be distributed by rotation among the Custodians in the building first and if none are available to work then shall be distributed by rotation among all members of the Custodial bargaining unit.

The above definition is inclusive of any scheduled assembly of students by a teacher or coach/advisor when school is not in session and custodians are not scheduled to work their regular shifts. Examples include the following:

- **Academic/extra curricular classes held on a weekend where a classroom is utilized**
- **Entry into the building by an athletic team prior to an away game where full locker room facilities are used or a classroom is utilized by the coach**
- **Any indoor or outdoor athletic practices that would require the use of restrooms and showers**
- **Music/drama related activities involving instruction to students or a performance**
- **Use by an outside group taking place outside of the school day or normal custodial work schedule**

The following would not be considered an event for the purpose of custodial overtime:

- **Assembly of teams/clubs awaiting transportation**
- **Coaches/students picking up or returning equipment**

Handwritten signatures in black ink, including a large signature and a smaller one below it.

- **Administrative or teaching staff accessing the building**
- **Normal after school activities**

Note: When two or more events take place simultaneously only one custodian will be required to be present unless, at the discretion of administration, additional support is necessary based on attendance, etc.

10.5 ADD once they have already accepted an assignment

Overtime distribution shall be as follows:

- f. In the event that an employee refuses any overtime opportunities scheduled in advance, he/she shall not be called the next time his/her name appears on the rotation list for any additional overtime opportunities that may be available for that same day **once they have already accepted an assignment.**

10.8 ADD "Consecutive"

The School Committee shall not be required to fill the position of an employee on extended leave by use of overtime. The Committee may hire a temporary employee in such case, subject to the following:

1. For purposes of this provision, "extended leave" shall mean an absence which the Employer reasonably expects to last five (5) or more **consecutive** working days for any reason (e.g. vacation, injury, illness, unpaid leave).

ARTICLE II
MEDICAL INSURANCE

11.1 Eliminate "full cost" replace with "provide family coverage at agreed co-pay"

The following Blue Cross and Blue Shield plans, or equivalent will be provided as specified below:

Coast to Coast: The Coast to Coast plan provided by the School Committee will include an 80/20 prescription rider and a chiropractic rider (providing for 12 visits per year). The Emergency Room co-payment shall be \$100.00.

Subject to the provisions set forth above, the Employer shall provide individual coverage for all employees covered by this Agreement. For employees regularly scheduled to work at least twenty-five (25) hours per week, the Employer shall pay the **full cost** of family coverage above for those employees covered by this Agreement who are eligible for such family coverage and elect said coverage. Notwithstanding the foregoing, the Employer shall continue to pay the **full cost** of family coverage above for any employee who is regularly scheduled to work fewer than twenty-five (25) hours per week if the employee was hired on or before January 1, 1996.

11.2 **Eliminate “ The employer shall explore the possibility of offering Level IV coverage, individual and family plan, to be fully paid by employees who elect such coverage, depending in Blue Cross minimum enrollment and other requirements.”**

The Employer shall provide individual coverage for Delta Dental Level I or equivalent for all employees covered by this Agreement. **The Employer shall explore the possibility of offering Level IV coverage, individual and family plan, to be fully paid by employees who elect such coverage, depending on Blue Cross minimum enrollment and other requirements.**

11.6 **Delete 3% Add 15%**
Bargaining unit members receiving health insurance shall pay through payroll deduction ~~3%~~ of the premium as a contribution towards the costs of the plan.

Add:

In connection with the 2011-2014 collective bargaining agreement, the undersigned parties agree as follows: In the event that the working rate or premium for medical insurance is projected to increase by more than 10%, the parties will meet and discuss options for plan re-design that could reduce the projected increase in a good faith effort to reduce costs for all concerned.

ARTICLE 14

SICK LEAVE/BEREAVEMENT LEAVE

14.2 **Add not charged to personal illness**
One (1) day will be granted for family illness **not charged to personal illness**; five (5) additional days may be used for family illness and will be charged to the employee's personal sick leave.

ARTICLE 16

VACATIONS

16.3 **Eliminate January 1 and**
An employee may carry the cumulative vacation leave from one year to the next up to a maximum of ten (10) days. Vacation earned as specified in Section 16.2 shall be credited to each employee on **January 1 and July 1** of each year. No employee shall be allowed to use any vacation prior to the time such vacation is credited. Employees shall be allowed to accumulate no more than thirty (30) vacation days at any one time. Employees who terminate shall, upon termination, receive paid vacation or vacation pay as accrued in accordance with Section 16.2.

16.7 **Delete and Replace with**
Delete:
Employees shall be allowed to take one (1) week vacation time while school is in session subject to Section 16.5 of this Agreement.

Replace with:

Employees shall be allowed to take two (2) weeks (10 days) vacation time while school is in session but only 1 (one) week (5 days) can be taken consecutively.

ARTICLE 34
DISCIPLINARY ACTION

34.1 ADD After a period of one year the employee may request in writing that the Superintendent review the written reprimand to determine if it can be expunged earlier

Disciplinary action may be imposed upon an employee for just cause only. Any disciplinary action imposed upon an employee may be processed as a grievance through the grievance procedure of this Agreement. After a period of two (2) years, a written reprimand shall be expunged from the employee's personnel records provided there has been no intervening disciplinary action. **After a period of one year the employee may request in writing that the Superintendent review the written reprimand to determine if it can be expunged earlier.** Any disciplinary action taken against any employee covered by this Agreement shall be reported to the Union President or his/her designee within twenty-four (24) hours of said action.

ARTICLE 35
LAYOFF AND RECALL

35.2 Add "In the event of a school closing and a head custodian and others are displaced, the displaced bargaining unit members would be eligible to interview for the least senior head custodian position within the pay grade."

Employees who are laid off shall have the right to bump junior employees provided they are capable of performing the work of said classification. Employees so demoted shall have the right to fill any position in the classification they have vacated when said positions become available.

In the event of a school closing and a head custodian and others are displaced, the displaced bargaining unit members would be eligible to interview for the least senior head custodian position within the pay grade.

ARTICLE 40
AMENDMENTS TO AGREEMENT

40.1 ADD "Three year term of contract with no changes from the first year, and with each party having the right to reopen the contract by giving the other written notice on or before June 15, 2012 for year 2 and June 15, 2013 for year 3."

The parties agree that no changes whatsoever shall be made to this Agreement for the duration of the Agreement unless by mutual consent in writing by the parties. **"Thr ee year**

term of contract with no changes from the first year, and with each party having the right to reopen the contract by giving the other written notice on or before June 15, 2012 for year 2 and June 15, 2013 for year 3.”

ARTICLE 41
SNOW DAYS/SNOW EMERGENCY

41.1 Delete current language:

Custodial and maintenance personnel will work snow days except when a Snow Emergency is declared by the Superintendent. Employees will be notified via the district Snow Emergency telephone chain and the Radio and T.V.

Replace with:

Custodial and maintenance personnel will work snow days except when a State of Emergency is called by the Governor. e:L

41.2 Delete current language:

If a Snow Emergency is declared by the Superintendent all non-teaching personnel remaining at home are to receive a regular day's pay. All employees who are called in will receive pay at time and one-half or at the employee's option compensatory time at the rate of time and one-half, plus the regular day's pay.

Replace with:

If a State of Emergency is declared by the Governor, all custodial and maintenance personnel who are called in shall receive pay at time and one-half or at the employee's option compensatory time at the rate of time and one-half, plus the regular day's pay.

41.3 When school is cancelled for a full day due to weather conditions, custodians who cannot get to work shall be allowed to use vacation or personal time for such day. In the event that maintenance employees are engaged in snow removal on such days, they shall be allowed to take school department trucks home, if available, but shall be required to return them the following day.

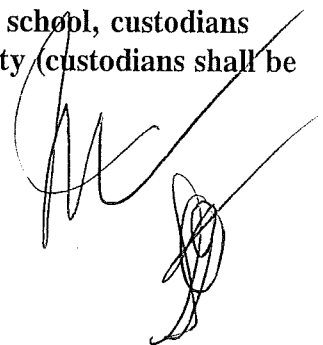
41.4 NEW

Whenever students are released early due to weather and no afterschool activities are scheduled, second and third shift custodians shall be permitted to report to work at the time the students were released early.

41.5 NEW

On days of inclement weather where the Superintendent has canceled school, custodians may have a 1 (one) hour grace period to arrive to work without penalty (custodians shall be compensated only for time clocked in)

ARTICLE 43
JOB DESCRIPTION & CLASS



43.3. Delete "Roving Crew"
 Classifications are as follows:

<u>Grade</u>	<u>Classification</u>
8	Custodian I Roving Crew
9	Maintenance Person
11	Custodian II
12	Maintenance II Custodian III at Matunuck Custodian III at West Kingston Custodian III at Wakefield
13	Custodian III (Broad Rock, Curtis Corner Peace Dale)
14	Custodian III (High School)
16	Maintenance III
17	No positions currently at this grade level
18	Maintenance Technician

ARTICLE 47
DURATION

47.1. Delete current language:
 The effective date of this Agreement shall be July 1, 2005 and this Agreement shall expire June 30, 2008.

Replace with:

"Three year term of contract with no changes from the first year, and with each party having the right to reopen the contract by giving the other written notice on or before June 15, 2012 for year 2 and June 15, 2013 for year 3."

APPENDIX A
WAGES

Wage Rates for this Agreement are set forth on the attached schedule:

Effective July 1, 2011, each non-probationary employee who is not at the maximum step for his or her grade shall advance one step and shall receive the rate of pay provided in the Wage Schedule for his or her Grade or Step.

Any new employee hired during any year shall start on the entry step of the Wage Rates for that year. Said new employee shall be paid at the appropriate entry step rate of said employee's probationary period. At the end of the probationary period said employee shall be paid at the rate for Step A for the employee's grade. Beginning July 1, following his or her advancement to Step A, the employee shall receive the same step advancements and wage increases provided above for non-probationary employees.

**HOURLY
WAGE RATES**

ADD:

The salary for the duration of the contract shall be the same scale as was prevailing on June 30, 2011 (0% increase)

July 1, 2010 – June 30, 2011

STEP	Entry	A	B	C	D	E	F	G
8	12.37	13.17	13.76	14.40	15.14	15.73	16.56	17.06
9	13.03	13.83	14.40	15.14	15.73	16.56	17.29	17.81
10	12.58	13.48	14.11	14.81	15.60	16.33	17.13	17.64
11	13.19	14.11	14.81	15.60	16.33	17.13	17.99	18.53
12	13.86	14.81	15.60	16.33	17.13	17.99	18.91	19.48
13	14.52	15.60	16.33	17.13	17.99	18.91	19.88	20.48
14	15.24	16.26	17.03	17.82	18.70	19.61	20.57	21.18
16	16.87	17.99	18.91	19.88	20.90	21.94	23.06	23.75
17	17.61	18.75	19.66	20.64	21.67	22.68	23.81	24.52
18	18.50	19.43	20.39	21.40	22.49	23.60	24.78	25.52

FOR Council 94

For South Kingstown School Committee