

AGREEMENT

between

**SOUTH KINGSTOWN
SCHOOL COMMITTEE**

and the

**SOUTH KINGSTOWN
EDUCATIONAL SUPPORT
PERSONNEL/NEARI/NEA**

JULY 1, 2013 - JUNE 30, 2015

TABLE OF CONTENTS

ARTICLE		PAGE
1	Recognition	1
2	No Strike	1
3	Probationary Period	1
4	Payroll Deductions.....	1
5	Association Security	2
6	Management Rights	2
7	Retirement.....	2
8	Fair Practices.....	3
9	Savings Clause	3
10	Work Hours and Work Year	4
11	Duration	8
12	Longevity	9
13	Placement on Salary Scale and Job Classification.....	10
14	Seniority.....	11
15	Job Fairs/Vacancies/Promotions/Transfers.....	12
16	Reduction in Force	16
17	Responsibilities and Duties.....	18
18	Leaves	19
19	Insurance	23
20	Grievance Procedure.....	27
21	Association Rights	30
22	General.....	31
23	Personnel Files	32
24	Salary Schedules	33

ARTICLE 1
RECOGNITION

The South Kingstown School Committee recognizes the South Kingstown Educational Support Personnel, NEARI, NEA, as the sole and exclusive representative of persons employed by the Committee in clerical, secretarial, and teaching assistant positions, excepting those positions excluded by the Rhode Island Labor Board and noted on the Board's Certification of Election in Case No. 3212.

ARTICLE 2
NO STRIKE

The Committee and the Association agree that during the dates this contract is in effect, any and all disputes arising between them shall be settled in accordance with the grievance procedure of this Agreement. Accordingly, the Association agrees not to engage in any strikes or walkouts.

ARTICLE 3
PROBATIONARY PERIOD

The probationary period is twenty-six (26) weeks. For employees hired effective with the 2008-09 year, the probationary period excludes school vacations.

During an employee's probationary period, the employee shall have no right to apply for other positions within the bargaining unit.

ARTICLE 4
PAYROLL DEDUCTIONS

- 4.1 The Committee agrees to deduct Association dues and service fees in equal amounts from the consecutive paychecks of members in the bargaining unit commencing not later than the first paycheck in November. The Association shall provide a list of names of those persons on payroll deductions by September 30. Said deductions shall be transmitted to the Treasurer of the Association. Those members desiring to pay their dues in a lump sum shall transmit said sum to the Association prior to October 1st.
- 4.1.1. If after a deduction has been authorized by the employee, the employee should terminate during the school year, the balance of the unpaid dues will be deducted from the employee's final check. If there are insufficient funds due the terminated employee, the South Kingstown School Committee shall not be held responsible for payment of the dues.
- 4.2 Members of the bargaining unit may elect to have payroll deductions for any institutions approved by the Town for Town employees, subject to any limitations that the Town may impose.

- 4.3 Employees on leave will be responsible for paying one-half (1/2) of the dues of a full-time employee. Employees who do not pay will have these dues deducted from their salary upon their return. This deduction will be in addition to regular dues.

ARTICLE 5
ASSOCIATION SECURITY

- 5.1 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. All other employees in the bargaining unit shall pay a service fee in an amount equal to the dues of an Association member.

The Association agrees to indemnify and hold the Committee harmless against any or all claims, demands, suits or other forms of liability that shall or may arise out of, or by reason of, action taken by the Committee for the purpose of complying with the provisions of this section.

ARTICLE 6
MANAGEMENT RIGHTS

- 6.1 There is reserved exclusively to the Committee all responsibilities, powers, rights and authority expressly or inherently vested in it by the laws and constitutions of Rhode Island and of the United States, and by the Charter of the Town of South Kingstown, excepting where expressly and in specific terms limited by the provisions of this Agreement.

It is agreed that the Committee retains the right to establish and enforce reasonable rules and personnel policies relating to the duties and responsibilities of the members of the bargaining unit and their working conditions which are not inconsistent with this Agreement.

In all matters under this Agreement calling for the exercise of judgment or discretion on the part of the Committee the decisions of the Committee shall be final and binding if made in good faith, except where otherwise provided in this Agreement.

ARTICLE 7
RETIREMENT

- 7.0. A member of the bargaining unit who retires under the State Retirement System with ten (10) or more years of service in the School Department shall receive a lump sum payment equal to one-half (1/2) the number of accumulated sick days x daily salary at the time of retirement.
- 7.0.1. If an individual notifies the School Committee of his/her intention to retire prior to January 1 of the year in which the member will retire, said money will be given by check:

- a. If there are funds available in the School Committee's budget, prior to the end of the fiscal year; or
 - b. Not later than the day designated as the first paycheck of the following fiscal year.
- 7.0.2. If an individual notifies the Committee of his/her intention to retire after January 1 of the year in which the member will retire, said money will be given by check:
- a. Prior to January 1 of the following fiscal year, subject to the availability of funds in the School Committee's budget; or
 - b. Not later than the first pay period of the next fiscal year.
- 7.0.3. If an individual notifies the School Committee of his/her intention to retire prior to January 1 of the fiscal year before that in which the member will retire said money will be paid by check at the time of retirement.
- 7.2. A member of the bargaining unit who retires shall be eligible to purchase insurance coverage delineated in Article 19 of this Agreement at group rates at his/her expense, through the School Department for a period not to exceed seven (7) years from the date of retirement.
- 7.3. During the term of this Agreement, the School Department will not initiate any action to withdraw from the Rhode Island Municipal Employees Retirement System.
- 7.4. Members of the bargaining unit shall be entitled to COLA B benefits.

ARTICLE 8
FAIR PRACTICES

- 8.0. No member of the bargaining unit shall be reprimanded, fired, reduced in rank, or denied any advantage of employment without good cause.

ARTICLE 9
SAVINGS CLAUSE

- 9.0. Should any provision of this Agreement be judged contrary to law by a court of competent jurisdiction, then such provision shall not be applicable or performed or enforced except to the extent permitted by law. In the event that any provision is or shall at any time be determined to be contrary to law by a court of competent jurisdiction, all other provisions of this Agreement shall continue in effect.

ARTICLE 10
WORK HOURS AND WORK YEAR

- 10.1. The workweek for clerical/secretarial personnel shall be no less than twenty (20) hours per week, exclusive of lunch. The specific hours to be worked shall initially be established by the respective building administrator/supervisor. Changes in the work hours will be made only for good reason and after consultation with the employee affected.

Subject to the approval of the Superintendent, a building principal may require a building secretary to work up to twenty (20) additional work days beyond the standard work year, based on the needs of the individual school to which the secretary is assigned. This work shall be limited to the individual's normal work assignments, consistent with the work performed during the normal school year. If mutually agreeable, the additional work days may be non-consecutive. **If mutually agreeable, the building principal may assign this work (in whole or in part) to a clerical employee designee in lieu of the building secretary.**

For summer work, for 10 month employees only, each building will be assigned a total of two (2) holidays. The two (2) holidays can be distributed at the principal's discretion to one 10 month employee or divided among two (2) employees, but in no case shall more than two (2) holidays be allotted per building except that the high school will be afforded three (3) holidays (to be distributed at the principal's discretion to one 10 month employee or divided among two or three employees).

An employee who works additional days will have sick and vacation days prorated based on the actual days worked in that year.

The School Committee shall have the right, in its sole discretion, to extend the work year for bargaining unit personnel, subject to its obligation to pay employees at their contractual rates of pay for any days added to the work year. All members of the bargaining unit shall be notified at least ten (10) days in advance of scheduled staff development and training in-service days.

- 10.2. School teaching assistants shall work a minimum of four (4) hours/day to a maximum of seven (7) hours/day. The specific hours to be worked shall initially be established by the respective building administrator/supervisor. Changes in the work hours will be made only for good reason and after consultation with the employee affected.
- 10.3. No member of the bargaining unit shall have his/her work day reduced without good cause.
- 10.3.1. Any bargaining unit member who fills a position in a higher classification for three (3) consecutive days shall be paid at the minimum rate of the higher classification or one dollar (\$1.00) per hour, whichever is greater, retroactive to the first day.

If a paid holiday or sick day falls within the **middle of the three (3)** day period, the bargaining unit member will be compensated for **that** day at the higher rate of pay. A paid holiday, sick day or vacation day on the first of the **three (3)** days shall not count toward the **three (3)** consecutive days.

After three (3) consecutive days, a bargaining unit member will be compensated at the higher rate of pay for those days worked in this specific assignment.

When the building administrator decides to fill a clerical position under this section, and it is expected that the assignment will last for **three (3)** or more consecutive days, the building administrator shall have the right to select the most qualified bargaining unit employee within the building for the assignment. However, if two or more bargaining unit employees within the building are equally qualified, the most senior shall be given the opportunity to take the assignment.

10.3.2

Any clerical or teaching assistant duties deemed necessary by the Committee to be performed other than during the normal work day or year shall be offered on a seniority basis to the teaching assistant or clerical employees who work in the building where the work is to be performed. If all of those employees refuse such work, then the work shall be offered to all other teaching assistants or clerical employees in the bargaining unit on a seniority basis. Teaching assistants who have taken the appropriate clerical tests and are considered pre-qualified shall be eligible for consideration for clerical assignments under this provision. The pay rate and benefits for an employee performing such additional work shall be based on the employee's regular pay rate (or overtime pay rate, if applicable) and benefit level. Employees who are not eligible for benefits in their regular positions will not become eligible for benefits as a result of such additional work. Notwithstanding the foregoing, one to one teaching assistant duties deemed necessary by the Committee to be performed other than during the normal work day or year shall be offered to the most qualified employee(s). Where two or more employees are equally qualified, the most senior employee shall be selected.

The covering of teaching assistant positions for summer vacation shall be done by the most qualified employees, as determined by the Administration. Any such coverage lasting for two (2) or more consecutive days shall be filled by the same member of the bargaining unit for the assignment. A break in service of the assignment shall mean that the member covering forfeits her rights to further coverage.

10.4.

Weather Related Emergency. If a **weather related** emergency is declared by the Superintendent of Schools, all twelve month employees remaining at home are to receive a regular day's pay. Employees in critical positions will be notified to report for duty and will receive a regular day's pay plus a compensating day which meets with the approval of their immediate supervisor. A **weather related** emergency will usually mean when road conditions are impassable; such as a snowfall of 1-2 feet or if the **Governor declares a state of emergency.**

When there is not a **weather related** emergency but school is closed due to weather conditions which make driving hazardous, a twelve-month employee who is late or who cannot make it to work at all shall be **charged with vacation time or the appropriate amount of pay shall be deducted from her next paycheck.** When school is canceled and the day is not required to be made up by students, all 10 month employees may elect to use vacation or personal time in order to receive pay for that day. If they do not have adequate time remaining they may elect a dock day or they can elect to make up the day after the school year ends but prior to June 30th as coordinated in advance with the building principal.

Early Dismissal. Early dismissal with regard to weather related issues will be based on the need for students to leave early so that they are traveling in the safest manner possible. ESP/NEA employees are not salaried employees, therefore, after students have left the building, and with notification to the principal, they are welcome to use their judgment in determining the time that they leave so that they shall arrive home in the safest manner possible. Timesheets should reflect the actual time worked on that day and members will be paid accordingly.

Delayed Start. Delayed start with regard to weather related issues will be based on the need for students to arrive later so that they are traveling in the safest manner possible. ESP/NEARI members are paid hourly and strive to report to their regularly scheduled time, if safely possible. Timesheets should reflect the actual time worked on that day and members will be paid accordingly.

10.5. **Breaks**

The purpose for work breaks is to maintain a high level of employee efficiency. Breaks should not be taken during the first or last hour of the workday. Where necessary, the building administrator/supervisor may require an employee to work without break(s) or the building administrator/supervisor may permit an employee to work without break(s) and adjust the starting and/or finishing time not to exceed break allowance time. The time of breaks shall be determined by the building administrator.

Employees who work seven (7) or more hours per day shall receive two (2) fifteen minute breaks.

Employees who work at least six (6), but less than seven (7) hours per day shall receive one (1) fifteen-minute break and one (1) ten-minute break.

Employees who work at least five (5), but less than six (6) hours per day shall receive a total of twenty (20) minutes in breaks.

Employees who work at least four (4), but less than five (5) hours per day shall receive one (1) fifteen-minute break.

Employees are encouraged to take scheduled breaks.

Under no circumstances are break times not taken to be used for cumulative time off.

It is understood that lunch periods and break periods may be adjusted for good cause. Said adjustment shall not apply to the length of periods. Prior consultation between the supervisor and the employee shall be made. Adjustments shall be made only with the approval of the building administrator/supervisor.

It is further understood that an employee may be required to adjust his/her work day schedule for good cause. The building administrator/supervisor shall consult with the employee before making said adjustments.

10.6. **Overtime**

An employee required by a building administrator/supervisor to work above a seven-hour day shall be compensated at the rate of 1-1/2 times his/her salary for the time in excess of the seven-hour day or may elect compensatory time equal to the 1-1/2 times the time worked in excess of seven (7) hours.

An employee who normally works less than a seven-hour day but who is required to work more than his/her regularly scheduled day shall be compensated at straight time or may elect compensatory time equal to the amount of additional time worked. All overtime must be approved in advance by the employee's supervisor.

The only exceptions to the above overtime provision are:

1. Occasions where a small amount of required work remains unfinished at the end of the normal workday and the employee is asked to remain to complete the task.
2. Emergencies that require an immediate response and the senior person is unavailable or not present.
3. For tasks that are uniquely specific to a person's job that make it impractical to have someone else do the work.

10.7. A minimum of one-half hour shall be afforded members of the bargaining unit for lunch. Lunch period shall be arranged for secretaries and teaching assistants by the building administrator/supervisor. The lunch period is not included in the total working hours.

10.8. **Holidays**

The days prescribed as holidays will be granted to all twelve-month employees.

Holidays: Fourth of July, Labor Day, Veteran's Day, Columbus Day, Good Friday (1/2 day), Thanksgiving Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King Day, Memorial Day, President's Day, V-J Day, and the day after Thanksgiving.

When a holiday falls on a Saturday, the Friday before will be recognized. In case the holiday falls on a Sunday, Monday will be granted.

The following days prescribed as holidays will be granted to all ten (10) month employees: Holidays: Veteran's Day, Columbus Day, Good Friday (1/2 day), Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, Memorial Day, President's Day and the day after Thanksgiving.

When a holiday falls on a Saturday, the Friday before will be recognized. In case the holiday falls on a Sunday, Monday will be granted.

10.9. **Vacations**

Schedule of Vacations:

- a. Dates of vacations shall have the approval of the appropriate building administrator/supervisor.
- b. Vacation time cannot be granted in advance of being earned unless it is to the mutual advantage of both the school department and the employee.

10.9.2. **Length of Vacation:**

All members of the bargaining unit shall receive vacation based on the following:

- a. Ten (10) days of accumulated vacation, in addition to the vacation for the current year, is the maximum accumulation permitted. This is inclusive of any compensatory days which have been accumulated.
- b. Ten-month employees shall take vacation when school is not in session. However, vacation or dock days will be granted on days when school is not in session (ex: full released day, snow day, etc.). Up to two (2) vacation days may be discharged on days school is in session with the approval of the building principal.

For 12 month employees

1 year	11 days
5 years	16 days
10 years	21 days

For less than 12 month employees

1 year	9 days
5 years	14 days
10 years	18 days

ARTICLE 11
DURATION

11.1. The provisions of this Agreement shall become effective upon signing and shall remain in full force and effect through June 30, 2015.

Said Agreement will automatically be renewed and will continue in full effect for additional periods of one year unless either the School Committee or the Association gives written notice to the other no later than one hundred twenty (120) days prior to the end of the fiscal year.

ARTICLE 12
LONGEVITY

12.1. All members of the bargaining unit employed by the South Kingstown School Department shall be entitled to the following longevity benefits:

	<u>2013-2015</u>
a. Over 10 years of active service within the employ of the school department	\$875
b. Over 15 years of active service within the employ of the school department	\$1175
c. Over 20 years of active service within the employ of the school department	\$1375
d. Over 25 years of active service within the employ of the school department	\$1550
e. Employees shall have the option of receiving longevity payments in one lump sum.	

Employees requesting a change in their method of receiving longevity payment must notify the accounting manager in writing by June 30 for the change to become effective July 1 of the next fiscal year. If the employee opts to be paid in a lump sum, payment will be made not later than July 31.

All requests must be in writing and will remain in effect until the accounting manager is notified otherwise.

Should an employee who is collecting a longevity payment leave prior to the end of the school year, that employee will receive the remainder of the longevity benefit in a lump sum payment. The years of service may be broken.

- 12.2. Longevity increases shall be regarded as additions to basic salaries paid for the positions, as set forth in the salary schedule. The school department shall have the responsibility for implementing this provision on the anniversary date of the employee.

ARTICLE 13
PLACEMENT ON SALARY SCALE AND JOB CLASSIFICATION

- 13.1 Placement on Salary Schedule. Newly hired employees hired on or after February 1 shall maintain the same step on the salary schedule in the following fiscal year. Upon adoption of a new salary schedule for the next fiscal year, employees hired on or after February 1 will remain on the same salary step on the new schedule at the new rate of pay. All continuously employed employees who move from one classification to another during the year, but who have been employed by the district for six (6) months or more, shall receive an increment the following fiscal year regardless of the date of the appointment to a new classification.

In the event an employee is awarded a position which is in a higher grade, said employee's wage rate shall be at the next higher rate of pay. In the event an employee is transferred to a position which is in a lower grade, said employee's wage rate shall be at the same letter step for the lower grade as that held in the higher grade.

- 13.2. All employees will be paid according to the Town established payroll calendar. An employee must be on paid employment for a minimum of one-half of her regularly scheduled work year to be eligible for step pay raise.

13.3 Reclassification

A. Reclassification Committee

1. The purpose the reclassification committee is to review and make recommendations to the Superintendent with respect to employees who feel that they are being required to perform duties and responsibilities substantially beyond the level expected in their present classification.

In the course of its review the committee shall consider the following:

- a. The employee's present and proposed job descriptions

- b. Is the work in question out of the employee's present classification?
- c. Has the work in question been assigned to the employee?
- d. Can the work in question be assigned to an employee in the appropriate classification?
- e. Any other information which the committee deems relevant

2. The committee will consist of four (4) members: two (2) members of the clerical staff appointed by the SKESP President and two (2) administrators appointed by the Superintendent. Two members, one each appointed by the Superintendent and SKESP President shall be permanent and two members shall be appointed for each request reviewed. Non permanent members of the reclassification committee may not be assigned to the building and/or program of the employee requesting the upgrade in classification, but shall be experienced in working in or with the classifications in question.

3. Requests for reclassification shall be submitted to the superintendent, along with the employee's basis for requesting the upgrade, examples of work, and any other supporting documentation.

4. The committee shall make a recommendation to the superintendent within thirty (30) days from the date the request was made.

5. If the committee recommends to the superintendent that the employee be upgraded and the Superintendent agrees, the employee shall be placed in the appropriate classification and compensated consistent with the contract.

6. If the committee recommends to the superintendent that the employee be upgraded and the Superintendent declines the upgrade, the employee may proceed directly to arbitration consistent with Article 20 of the contract.

7. If the committee does not recommend that the employee be upgraded and the Superintendent agrees, the decision of the superintendent shall be final and binding.

8. If the committee does not recommend that the employee be upgraded and the Superintendent overrides the committee and upgrades the employee, the decision of the Superintendent shall be final and binding.

B. In those instances where a position is upgraded the employee holding the upgraded position (and all similarly situated employees) will not be required to take the applicable clerical test since the employee has over a period of time been required to perform duties and assume responsibilities substantially beyond the level expected.

ARTICLE 14 **SENIORITY**

- 14.1. There shall be maintained two (2) seniority lists. One seniority list shall be maintained for teaching assistants, and one list shall be for all clerical personnel.

Seniority shall be defined as total length of continuous service as either a teaching assistant or clerical service. A person's seniority shall reflect only length of service on the appropriate list. Seniority shall not be transferred from one list to another, but shall not be lost. i.e., years of service on the teaching assistant list shall only reflect years of service as a teaching assistant, years of service on the clerical list shall only reflect years of service in the clerical field.

Seniority for new hires shall be effective with the date of appointment by the School Committee, or the beginning date of employment in a regular position, whichever is earlier.

In the event that two or more members of the bargaining unit have the same years of service on the same list, teaching assistant length of service in the South Kingstown School Department shall be the determining factor. In the event length of service is the same and teaching assistant length of service does not resolve the tie, a lottery shall be conducted to determine rank of seniority for that date.

- 14.2. Seniority shall be considered lost for the following reasons:
- a. When an employee has been discharged for just cause.
 - b. When an employee voluntarily terminates his/her employment.
 - c. When an employee fails to respond to a recall notice within two (2) weeks of the mailing of such notice.
 - d. When an employee fails to report his absence from work within three (3) working days except in case of emergency.
 - e. When an employee fails to return from leave or fails to notify the Superintendent of intent to return from leave in accordance with the provisions of this Agreement.
 - f. When an employee is laid off in excess of twelve (12) months from the date of his/her most recent layoff.

- 14.3. The President of the Association shall be emailed a copy of the seniority list by September 30 of each school year for verification purposes. He/she shall validate such list with the membership. If differences arise in seniority dates, the President and the Superintendent shall investigate the differences so that a formal list can be adopted by the parties.

ARTICLE 15
JOB FAIRS/ VACANCIES/PROMOTIONS/TRANSFERS

NOTE: The language in this Article has no force or effect, beginning September, 2011, only and specifically as such provisions pertain to teaching assistants. See Memorandum of Agreement attached to the 2013-15 contract.

15.1.

- A. There will be two Job Fairs, a May Job Fair and a July Job Fair. These Job fairs will be held for all members of the bargaining unit who are interested in laterally transferring to clerical or teaching assistant positions. A date, time and place for the Job Fairs will be set by mutual agreement and notice will be distributed by the School Committee to all members of the bargaining unit.
- B. Job Fair Proxy:
 - 1. If a member cannot attend a Job Fair, another member of SKESP may be that member's proxy.
 - 2. That member's proxy will have full responsibility to select a job assignment for the member represented.
 - 3. The official form for a proxy may be obtained from the President or the Human Resources Department. The proxy form must be completely filled out and witnessed by an officer or building representative. The completed and witnessed proxy form must be returned to the President no later than three (3) days prior to the Job Fair. This three (3) day notice may be waived in the event of an emergency. However, the proxy must be presented to the President of the SKESP prior to the start of the Job Fair.
- C. A vacancy shall be defined as the availability of a position caused by death, resignation, retirement, promotion, discharge, creation of a new position, or an employee taking a one year leave of absence under Section 18.5, 18.6, and/or 18.7. All vacancies will be posted two (2) weeks prior to the Job Fair. All postings shall include a description of the position requirements and location.
- D. At each Job Fair, vacancies shall only be offered to members of the bargaining unit present at the Job Fair or represented by proxy.
- E. The School Committee shall select the most senior employee bidding for a position.
- F. A member may bid for and accept a position and then bid for and accept a subsequent position, relinquishing the first assignment during the first Job Fair or at a subsequent Job Fair.
- G. One Year Leave of Absence:

1. Any vacancy created by a leave of absence for one school year under Sections 18.5, 18.6, and/or 18.7 shall be offered at the Job Fairs as a one-year position.
 2. If a bargaining unit member transfers into a one school year position and the employee on leave does not return, the incumbent shall remain in the position and it shall not be posted or go to the Job Fair(s), unless the incumbent chooses to exercise bidding rights for vacancies at the Job Fair(s) and chooses to relinquish the position.
- H. Notwithstanding the foregoing, the above procedures shall not apply to filling vacancies for one to one teaching assistant positions, or other vacancies of less than one (1) year in length.
- 15.2. Where a clerical or teaching assistant vacancy exists after the July Job Fair, or a new position is created in the clerical/secretarial field or teaching assistant field, the Superintendent shall cause to be published a written notice of such vacancy. The notice shall be delivered to the Association and copies of the notice shall be posted by the administration in every school building on a bulletin board in an area easily accessible to members of the bargaining unit. The School Committee may advertise any and all vacancies in the bargaining unit at the same time the vacancy is posted. However, if a bargaining unit member requests a transfer, it shall be granted in accordance with Article 15.4. When possible, no vacancy shall be filled until at least ten (10) working days. This notice shall clearly state the name of the position open, the location, duties, number of hours per day, work year, and qualifications, as well as the date by which application must be filed. Notice of vacancies occurring during the summer shall be given to the President of the unit or his/her designee.
- When an employee is vacating a position, the employee may make recommendations to the appropriate administrator concerning orientation of a new or transferring employee. Any arrangement for orientation or training which involves expenditure of funds or impacts on another office shall be subject to the approval of the Superintendent.
- In those cases where the Superintendent finds it appropriate to establish a search committee for a bargaining unit position, the Superintendent shall appoint a bargaining unit member to serve on the search committee. The SKESP President may propose members to the Superintendent to serve on the search committees. The person appointed to the committee will be in the same classification or be employed in the building where the vacancy exists.
- Once a vacancy has been posted every effort shall be made to complete the selection process and recommend an appointee to the School Committee within thirty (30) working days of the posting.
- 15.3. **Promotions.** The term "promotion" shall be defined as movement from a teaching assistant position to a supervisory aide or clerical position or from a clerical position to a higher grade clerical position. Length of service

shall be considered when promotions are made. Any bargaining unit member applying for a promotional position shall be granted an interview. Determination of qualifications for promotional positions, including skill assessments (e.g. tests) and interviews, shall be reasonably related to the requirements of the classification and position.

15.4. **Voluntary Transfers.** The term “transfer” shall be defined as movement from a clerical or teaching assistant position in one building to a similar position in another building (within the same pay grade) or from a clerical or teaching assistant position in one daily hourly category to a similar position in another daily hourly category (within the same pay grade). The employee shall notify his immediate supervisor that he/she has applied for a transfer. The employee must request a transfer in writing to the Superintendent of Schools within the time limit of posting. If two or more people apply, seniority shall rule.

15.4.1 **If a teacher assistant accrued seniority on the clerical seniority list, they may elect to use that seniority to apply for a voluntary transfer to a clerical position in the future.**

15.5. **Involuntary Transfers.** No involuntary transfer is needed if voluntary exists. Before an individual is involuntarily transferred, the Superintendent shall discuss the transfer with the individual involved and the Association. Upon request of the employee, reasons for involuntary transfer shall be given by the Superintendent in writing.

15.6. A. When the School Committee wishes to fill a vacancy for a one to one teaching assistant within the bargaining unit, the following procedures shall apply:

a) The Superintendent shall cause to be published a written notice of such vacancy. The notice shall be delivered to the Association and copies of the notice shall be posted by the administration in every school building on a bulletin board in an area easily accessible to members of the bargaining unit. The School Committee may advertise any and all vacancies in the bargaining unit at the same time the vacancy is posted. Appointments to these positions shall be based upon the applicant establishing that s/he is most qualified for the position as set forth in the job description and through a successful interview. The most qualified candidate shall be selected. However, where two or more candidates are equally qualified, the candidate with the greatest seniority shall be selected.

Once a vacancy has been posted every effort shall be made to complete the selection process and recommend an appointee to the School Committee within thirty (30) working days of the posting.

B. In the event that the Administration determines that there is a need for additional one to one teaching assistant hours for one or more students, the

work hours of the employee holding the affected position(s) shall be modified accordingly.

- C. A special education teaching assistant shall be defined as a bargaining unit employee who works with special education students. Those whose primary job task is working in a one-to-one teaching assistant position shall be eligible for the stipend in Article 24.

15.7 A. **Temporary Positions**

A temporary position exists from when an employee vacates an existing position until that position is filled in accordance with this Article.

1. Temporary teaching assistant positions of six (6) or more hours will be posted to all four (4) hour bargaining unit teaching assistants within the building.
 2. The most senior four (4) hour teaching assistant will be awarded the position.
 3. The senior four (4) hour teaching assistant will assume the temporary position, with any increase in benefits for the duration of the temporary assignment.
 4. A substitute teaching assistant will be hired for the duration of the temporary assignment to cover the four (4) hour position.
- B. When it is known in advance that a teaching assistant who works six (6) hours or more per day will be absent for ten (10) or more days, the following will apply:
1. the position will be posted within the building for five (5) days.
 2. the senior four (4) hour teaching assistant within the building applying for the position will be granted the position.
 3. a substitute will be hired to cover the four (4) hour position.

ARTICLE 16
REDUCTION IN FORCE

NOTE: The language in this Article has no force or effect, beginning September, 2011, only and specifically as such provisions pertain to teaching assistants. See Memorandum of Agreement attached to the 2013-15 contract.

16.1. No reduction in force shall be initiated without good cause.

16.2. **Displacement due to elimination of positions.**

If either a clerical or teaching assistant position is eliminated the most junior person on the list shall be subject to layoff. Should the individual have service recognized on the other list, he/she shall receive seniority rights in accordance with the list.

Teaching Assistants displaced as a result of position elimination shall be offered first, by seniority, those available positions within the same hours and work year. If there are no openings within the same hour and work year as previously held, the employee shall be permitted to bump consistent with this Article. For purposes of this Article, all teaching assistants who work the same number of hours regardless of fractions thereof shall be considered to have the same number of hours. By way of example, six (6) hours and fifteen (15) minutes shall be considered the same as six (6) hours and forty (40) minutes.

As a result of the elimination of a one-to-one teaching assistant position, displaced employees have the right to bump the least senior teaching assistant, who is not a one-to-one, in the same hourly category, provided the displaced one-to-one has greater seniority.

As a result of elimination of a position in the clerical field displaced members shall be offered first, by seniority, those available positions within the same work hours, work year and **job classification within grade definition**. If there are no openings within the same work hours, work year, **job classification** and grade definition as previously held, the employee shall be permitted to bump in conformance with seniority **within the classification from which they were displaced (either secretarial or accounting)**, i.e. if a position is eliminated in grade definition 12, the most junior employee in grade definition 12 may be bumped to grade definition 8. In this manner the least senior employee shall be laid off and the least senior employee in **each job classification within** grade definition is subject to a **lower job classification** within grade definition.

The parties agree that the A.V. Technician is a stand-alone position. For purposes of this provision, clerical jobs are classified as either secretarial or accounting. Secretarial classifications include Clerk Typist I, Administrative Secretary, and Administrative Specialist. Accounting classifications include Account Clerk I, Account Clerk II, and Payroll Coordinator. The Human Resource/Payroll Assistant position is an exception. Members may exercise their seniority to bump into this position if they are an Administrative Specialist and meet the qualifications of the position as stated in the job description.

- 16.3. Recall will be made for teaching assistant and clerical positions in accordance with seniority--the employee with the longest service on the layoff list shall be recalled before others with lesser service. Reverse bumping to equal or lower positions may occur as a result of this recall.

One to one teaching assistants who have been laid off shall be informed by letter of all one to one teaching assistant positions that become available, including temporary positions. Recall to a one to one teaching assistant position shall only occur if the employee is considered the most qualified employee. One to one teaching assistants shall be eligible for recall to teaching assistant positions in accordance with their years of service.

- 16.3.1. Notice of recall shall be sent all eligible employees at his/her last known address by certified mail, return receipt requested.

- 16.3.2. The employee shall have two (2) weeks within which to report his/her availability for work and assignment by certified mail, return receipt requested.
- 16.4. An employee who is laid off shall continue to receive all health benefits specified in this contract for a period of sixty (60) days. An employee on the recall list, after the 60th day, may elect to pay to the School Department the amount needed to continue coverage under the group plan for the period provided by law.
- 16.5. If an employee is bumped into a position with sufficiently lesser hours and/of salary, he/she may elect to be placed on layoff, eligible for recall, rather than assuming the lesser position.
- 16.6. When it is anticipated that a position shall be eliminated, the President of the Association shall have an opportunity to discuss with the Superintendent the seniority list.
- 16.7. Employees who will be laid off shall be notified of such layoff by June 1, except in cases of emergency.
- 16.8. An employee shall remain on recall for no more than three years.
- 16.8.1. An employee shall not forfeit her/his right to recall by refusing a position of lesser or greater hours than the position held at the time of layoff.

Any employee who has not been notified by June 1st of any year of his/her impending layoff or termination at the end of that school year shall be considered to be on a continuing contract of employment for the next ensuing school year and shall thereby waive his/her right to receive unemployment compensation benefits during the period between the closing of that school year and the beginning of the next ensuing school year.

ARTICLE 17
RESPONSIBILITIES AND DUTIES

- 17.1. **Care of School Property.** The community staff and pupils take great pride in their school facilities. Staff members have a responsibility to protect this investment through the proper utilization of all equipment. Every employee should protect school property as though it were his/her own.
- 17.2. **Changes in Personal Data.** All changes in personal data should be forwarded in writing to the business office at the time of the changes. This would include family status, name, number of dependents, change in address, change in job status. Notification of changes is important to the employee for proper insurance coverage, payroll information, etc.
- 17.3. **Court Attendance/Jury Duty/Witness.** Days will be granted to an employee for jury duty or for job related court appearances. Any employee receiving a subpoena for a job-related court appearance shall notify his/her supervisor immediately. Any remuneration received by an employee for

court attendance should be refunded to the district if credit is to be given the employee's absence. However, he/she may keep his/her travel expense.

- 17.4 **Discipline of Students.** The discipline of students is the responsibility of the teaching and administrative staff. When it is obvious that the action of a student is incorrigible or dangerous to his/her own well being or that of the people around them, the teaching assistant should intervene if necessary and subsequently notify the school administrator in writing. The school teaching assistant is on the first level of student control and should, at any time he or she sees fit, notify a teacher close to the situation or the administrator in charge, to assist in student control.
- 17.5 **Official Bulletin Board.** Each department and school shall have a bulletin board. Notices of job openings, changes in procedures and policies will be posted for the information of the staff.
- 17.6 **Safety and Accident Reports.** Employees have a responsibility to the student, district, other staff members and themselves to perform their duties in a safe and orderly manner. Hazardous conditions shall be reported to the immediate supervisor. Safety will be included as part of the job orientation for all new employees. All accidents or injuries must be reported on a Workers' Compensation form before any claim can be processed.
- 17.7 Teaching assistants shall not be assigned to cover a classroom for an entire day when a teacher is absent. Teaching assistants may cover a classroom when a teacher is called out. Any teaching assistant, who covers a class for a teacher, will be compensated at the rate of double time. Any fraction of any hour over the hour time slot shall be considered a full hour at the double time rate. Teaching assistants will not teach. Supervisory Aides will not be used for additional coverage of classrooms when an available teaching assistant is already in the classroom which requires coverage
- 17.8 Where large numbers of students consistently supervised before school create a potential safety risk, the supervising bargaining unit member(s) may request of first the Principal and, if necessary, the Superintendent, to investigate the matter. The Superintendent shall communicate findings in writing to the Association.

ARTICLE 18 LEAVES

- 18.1. **Sick Leave**
- 18.1.1. Employees shall be granted sick leave at the rate of one (1) day/month for the first three years of service, and one and one-quarter (1 1/4) days per month after three years. Twelve-month employees thereby receive twelve (12) or fifteen (15) days/year, based on their service years; other employees receive ten (10) or twelve and one-half (12 1/2) days/years, based on their years of service.

All employees shall accumulate sick leave up to one hundred eighty (180) days maximum.

An employee who has reached the 180 day maximum and who has elected to voluntarily contribute to the Sick Leave Bank may contribute days earned in excess of 180 in that school year to the Sick Leave Bank.

18.1.2. Employees working beyond their regular scheduled work year will be eligible for additional pro-rated sick leave at the rate of one day per month.

18.1.3. **Sick Leave Bank**

a. There shall be a Sick Leave Bank as follows:

1. Each employee shall contribute within ten (10) school days of the opening of school, two (2) days sick leave per year to the Sick Leave Bank.
2. Said bank may be charged to sick leave required, in case of major illness or accident, beyond the accumulated sick leave held by the involved employee-applicant and such charge shall commence only after the employee-applicant's individually accumulated sick leave is reduced to five (5) days. However, a bargaining unit member receiving sick pool benefits which extend to the end of her work year shall utilize all accumulated sick leave prior to receiving sick pool benefits.
3. This major illness bank shall be administered by a Sick Leave Bank Committee consisting of three members--two members selected by the South Kingstown Educational Support Personnel; the third member shall be appointed by the Superintendent or his/her designee.

Said Sick Leave Bank Committee shall determine individual eligibility for the use of said bank, the amount of days to be granted, and its decision shall require a majority vote. Decisions of the Sick Leave Bank committee shall be final and binding and not subject to the grievance procedure.

This Committee shall be responsible for maintaining the balance of days currently in the Bank.

4. Said Sick Leave Bank Committee, in administering said major illness bank, may use such data and criteria as it may deem to be necessary to enable it to make its decision on an application for additional sick leave benefits, under the provision, including, but not limited to:
 - a) Adequate medical evidence of major illness or accident submitted by the applicant;

- b) Prior utilization of all eligible sick leave by the applicant;
 - c) Physical examination of the applicant by a physician of his/her own choice, at the expense of the applicant;
 - d) The number of available days in the bank and other applications for grant therefrom.
 - 5. In the event that there are days remaining in the Bank from the previous year, these days shall be carried over in said amounts so that the Bank may begin operation at a maximum of six hundred (600) days. In the event the contribution of two (2) days-per member results in the Sick Bank exceeding the maximum accrual of six hundred (600) days, each member will not be required to contribute.
 - 6. The Administration shall notify the SKESP President of the Bank's balance on June 1 of each year.
- 18.1.4. **Reporting Procedures.** In case of illness, all bargaining unit members will report their absence in a manner specified by the Administration.
- 18.1.5. **Employee's Responsibilities.** The employee has a responsibility not to be absent from work unnecessarily. When the need for an absence can be anticipated, he/she shall present a written request to the building administrator/supervisor for authorization. When an unanticipated emergency causes the absence, the employee is responsible for having his/her supervisor notified promptly and keeping the supervisor informed as to the probable date of his/her return. Upon return from an absence, the employee may be required to present a written report to account for his/her absence. Upon reasonable grounds, proof of illness or injury including a medical certificate may be required.
- 18.2. **Personal Reasons Day.** Two (2) days will be granted with pay for the following reasons: appearance in court, closing on a piece of property, or any other personal business which cannot be conducted after normal work day, work week or on a school holiday. Forty-eight (48) hour notification to immediate supervisor is required. Personal days shall not be granted the workday immediately prior to or after a school vacation day.
- 18.3. **Critical Illness or Death in the Immediate Family.** Immediate family means husband, wife, child, parent, brother, sister, grandparent, grandchild, father-in-law or mother-in-law. In the case of a critical illness, the family member must be either a member of the employee's household or someone for whom the employee is responsible for providing care.
- 18.3.1. Critical illness means illness which the attending physician considers sufficiently serious to require the employee's presence at the bedside.

- 18.3.2. All members of the bargaining unit shall be given up to five (5) working days absence with pay for each critical illness or death in the immediate family.
- Not more than five (5) working days in any one year shall be given for this purpose. Any days in excess in any one year shall be charged to sick leave.
- 18.4. Funerals, absences for deaths not in the immediate family and funeral attendance are to be resolved with the building administrator.
- 18.5. An employee shall be granted leave up to one (1) year without pay, upon request for the care of his/her newly born or newly adopted child.
- 18.6. An employee may be granted one (1) year leave without pay, upon request, for long-term care of a person within the immediate family who may be ill.
- 18.7. With three (3) or more years of service to the School Department, an employee may be granted a leave of absence without pay for up to one year for personal reasons. This year shall not count toward seniority.
- 18.7.1. An employee must give written notice to the Superintendent of his/her intent to return two (2) months prior to the expiration of the leave.
- 18.8. **Family illness.** One (1) day per year will be granted for family illness; five (5) additional days per year may be used for family illness and will be charged to the employee's personal sick leave.
- For extended illness beyond five (5) consecutive days, a doctor's note may be required. Failure to comply with this request will result in no payment for sick leave.
- 18.9. A member of the bargaining unit on leave under 18.5., 18.6. or 18.7. above shall be able to purchase health benefits contained in 19.1.1. below through the school department at group rates.

NOTE: The language in 18.10 and 18.10.1 has no force or effect, beginning September, 2011, only and specifically as such language pertains to teaching assistants. See Memorandum of Agreement attached to the 2011-14 contract.

- 18.10. When a clerical or teaching assistant employee is granted leave of absence pursuant to Section 18.5, 18.6. or 18.7, the following procedures shall apply:
- a. The vacancy created by the leave of absence, if a vacancy in the clerical or teaching assistant classification, shall be subject to the Job Fair procedures outlined above.
 - b. Provided the employee on leave has complied with Section 18.7.1, s/he shall be returned to the same position in the bargaining unit in

the same classification at the same salary level held prior to the leave.

- c. If a bargaining unit member transfers to a one school year position and the employee on leave desires to return during the school year, the bargaining unit member who had transferred shall be eligible to bump the least senior employee on the relevant seniority list.
- d. If a leave is extended beyond one school year, the employee upon returning shall be eligible to exercise bidding rights for vacancies at the Job Fair(s), provided he/she returns at the beginning of a school year and has provided notice consistent with Section 18.7.1.
- e. If a leave is extended beyond one school year, the employee on leave when returning, if s/he returns during the school year, and has given the School Committee notice of his/her return in accordance with Section 18.7.1., s/he shall be eligible to bump the least senior employee on the relevant seniority list.
- f. If the employee on leave decides not to return the position shall be posted as a regular position and filled in accordance Job Fair provisions of this Agreement.
- g. If a person outside of the bargaining unit is hired to fill a temporary position, the temporary hire shall be laid off when the employee on leave returns to work.
- h. If a bargaining unit member has transferred to fill a temporary position and the employee on leave does not return, the incumbent shall remain in the position and it shall not be reposted or subject to the Job Fair provisions of this Agreement.

18.10.1. When a one to one teaching assistant employee is granted leave of absence pursuant to Section 18.5, 18.6. or 18.7, the following procedures shall apply:

- a. A vacancy in the one to one teaching assistant classification shall be filled in accordance with the procedures outlined in section 15.6.
- b. Provided the one to one teaching assistant on leave has complied with Section 18.7.1, and s/he returns to his/her position prior to the commencement of the following school year, s/he shall be returned to the same position in the bargaining unit in the same classification at the same salary level held prior to the leave.
- c. If the administration selected a bargaining unit member to fill a position vacated by a one to one teaching assistant on leave, and the one to one teaching assistant on leave desires to return during the school year, the bargaining unit member who had been selected to the position shall be eligible to bump the least senior employee in the same hourly category on the teaching assistant list, provided that s/he has greater years of service.

- d. If a leave is extended beyond one school year, the one to one teaching assistant on leave when returning, who has given the School Committee notice of his/her return in accordance with Section 18.7.1., s/he shall be eligible to bump the least senior employee in the same hourly category on the teaching assistant list, provided that s/he has greater years of service.
- e. If the one to one teaching assistant on leave decides not to return, the position shall be posted as a regular position and filled in accordance with section 15.6 of this Agreement.

18.11 **Association President Leave.** The President of the Association or his/her designee shall receive up to three (3) days paid leave per annum for the purpose of attending union conferences. The Association shall reimburse the school department for the cost of the substitute.

18.12 **Other Leave.** Upon expiration of all paid leave, or in the event that an employee needs to take leave for a reason not falling within the provisions of any other section of Article 18, an employee may request approval from the Superintendent of Schools to take unpaid leave. The Superintendent shall have the right to grant or deny such requests in his/her sole discretion. If the superintendent denies such a request, the denial shall not be subject to the grievance and/or arbitration procedure.

ARTICLE 19 INSURANCE

19.1 Except as may be otherwise provided in this agreement the health and dental coverage provided to bargaining unit members shall be the same as provided to the NEASK. Bargaining unit members shall be subject to the same selection of healthcare provider provisions as in the NEASK collective bargaining agreement, including participation in the joint committee.

- A. Employees hired prior to July 1, 1998 shall be eligible for health insurance coverage through the Blue Cross/Blue Shield/Major Medical plan referred to in 19.1 above, subject to the co-share of premium described in Section C below. Such employees shall have the right to enroll in the Coast to Coast plan as an alternative to the existing health insurance coverage during any open enrollment period. There shall be no prohibition for employees hired prior to July 1, 1998 from moving between health plans during any open enrollment period.

Employees hired on or after July 1, 1998 shall be eligible for health insurance coverage through the Coast to Coast plan. Such employees shall have the right to enroll in the Blue Cross/Blue Shield/Major Medical plan as an alternative to coverage under the Coast to Coast plan during any open enrollment period, provided

that they pay both a) the dollar amount the member would have contributed toward the Blue Cross Health Mate Coast to Coast coverage if the member were enrolled in the Blue Cross Health Mate Coast to Coast plan, and b) the additional costs over and above the Coast to Coast costs.

- B. Subject to the provisions referred to in Section 19.1 above, the above coverage (except Delta Dental Level 4) shall be fully paid by the School Committee (individual or family coverage) for employees who work five (5) hours per day or twenty-five (25) hours per week. Employees working fewer than five (5) hours per day or twenty-five (25) hours per week may participate in family coverage, provided that they pay one-half (1/2) of the premium cost for such coverage. Employees working fewer than five (5) hours per day or twenty-five (25) hours per week may participate in individual coverage, provided that they pay fifty percent (50%) of the cost for such coverage, and provided that they submit a written notarized statement verifying to the School Committee that they do not have any other health insurance coverage available to them through another employer of the employee and/or the employee's spouse.
- C. For the life of the contract, employees who receive medical insurance through the school district shall pay fifteen (15%) percent of the annual premium/working rate.

Whenever the School Committee is notified of a change in the annual premium cost of the health insurance premiums/working rates, notice shall be provided to the President of the Association.

In the event that the working rate or premium for medical insurance is projected to increase by more than ten percent (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 concerned.

It is agreed by the parties that the premium co-share for health insurance shall be paid by members of the bargaining unit through an income reduction plan in which the co-share is paid on a pre-tax basis. This shall apply to all members of the bargaining unit who pay a premium co-share for health insurance.

19.2

Buy Back Provision. Members of SKESP who work at least five (5) hours per day or twenty-five (25) hours per week are eligible to participate in the "Buy-Back" option of Health Benefits found in the 1987-1990 Contract between the NEA/SK and the South Kingstown School Committee subject to the following provisions:

- a. Bargaining unit members who are presently receiving health benefit coverage, the premiums for which are fully paid by the South Kingstown School Department, are eligible for participation in this option.
- b. Upon initial employment, bargaining unit members who would be eligible for health benefits coverage, the premiums for which would be fully paid by the school department, are eligible for participation in this option.
- c. Any bargaining unit member who has double Blue Cross/Blue Shield Major Medical coverage may elect to drop the coverage provided by the South Kingstown School Committee and receive two thousand (\$2000.00) dollars of the Committee's premium cost of individual coverage. Such payment will be prorated over the pay periods remaining in the school year which are paid on or after November 1.

Bargaining unit members wishing to participate shall deliver a signed, witnessed waiver form to the Superintendent's office prior to August 1st of that school year.

- d. Any bargaining unit member who has double Delta Dental coverage may elect to drop the coverage provided by the South Kingstown School Committee and receive one-half (1/2) of the Committee's premium cost of individual coverage. Such payment will be prorated over the pay periods remaining in the school year which are paid on or after November 1.

Bargaining unit members wishing to participate shall deliver a signed, witnessed waiver form to the Superintendent's office prior to August 1st of that school year.

- e. A bargaining unit member who is hired or recalled after September 15 may participate as above by submitting the waiver prior to the 15th of the calendar month preceding that in which coverage will be dropped. Pro-ration of the payment due shall begin as soon as practicable following submission of the waiver.
- f. In the event a bargaining unit member who has elected to drop Blue Cross and/or Delta Dental coverage as provided above, decides to reinstate either or both coverages, the following shall apply:

- (1) Except as provided in (b) below, reinstatement may be effective only at the beginning of the plan year

(September 1) and application must be made in writing to the Superintendent's office not later August 1.

- (2) Reinstatement may be requested during the plan year if such request is due to loss of the other available coverage for reasons beyond the employee's control. A request for mid-year reinstatement must be made in writing to the Superintendent's office.

If the request is approved by the insurer, reinstatement shall be effective the first of the month which is at least fifteen (15) calendar days following such approval.

- (3) All reinstatement is subject to Blue Cross/Blue Shield/Delta Dental rules and contingent upon the insurer's approval.

- g. A bargaining unit member returning from leave of absence after September 15th of a school year shall not be eligible to participate in the Buy Back option during that school year.

Eligibility for participation in the "Buy Back" option would commence on the payment date immediately following signing of this agreement.

19.3. A \$30,000 term life insurance policy shall be provided for each member of the bargaining unit.

19.4. The School Committee agrees to provide liability insurance coverage for all employees in the unit who have direct contact with students.

- a. This insurance covers all employees and protects against loss due to statutory liability as a result of the personal injury or death suffered by employees of the school department in the course of their employment.
- b. It is important that claim forms be made out within twenty-four (24) hours of the accident. The school nurse should be contacted for proper completion of these forms.
- c. When personnel have deducted time from accumulated sick leave due to on-the-job "Temporary Disability" and have been paid by the district for such time taken, all reimbursement received from Workers' Compensation for such disability must be returned to the district. In such instances, sick leave credit will be made on a proportionate basis.

When a claim is made for "Permanent Partial Disability," and payment is received, this money is to be retained by the claimant, Employee files a Workers' Compensation report with the central office.

ARTICLE 20
GRIEVANCE PROCEDURE

The Committee and the Association recognize the fact that in the course of school operations, situations and problems of more or less serious nature arise when people are working toward common objectives. Therefore, both parties agree that an acceptable procedure is necessary to resolve such situations, problems and/or grievances on the part of all personnel so affected and concerned. To clear the way for smooth and effective communications, both the Committee and the Association recognize:

1. That all building principals shall act as the chief administrative officers for their own school buildings and grounds;
2. That they shall be responsible for the continuous evaluation and improvement of the educational programs, and shall be responsible for and shall have authority over the actions of students, professional and non-professional employees, visitors, and persons hired to perform special tasks;
3. That they shall have an active role in the grievance procedure, since such situations, problems or grievances fall within their areas of such responsibility.

20.1. **Definitions.**

- 20.1.1. "Grievance" is a claim based upon an event or conditions which affects the welfare and/or conditions of employment of an employee or group of employees and/or upon the interpretation, meaning, or application of any of the provisions of this Agreement or any subsequent agreement entered into pursuant to this Agreement.
- 20.1.2. An "aggrieved person" is the person or persons making the claim.
- 20.1.3. A "party in interest" is the person or persons making the claim, any person who might be required to take action or against whom action might be taken in order to resolve the claim, and the chairperson of the Grievance Committee or his/her designee.

20.2. **Purpose.**

- 20.2.1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of employees. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
- 20.2.2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the appropriate member of the administration at Level One without intervention

of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

20.3. **Procedure.**

20.3.1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

20.3.1.a. In the event that there is filed a grievance which, under the time limits set forth herein, might still be unresolved at the end of the school year, thus resulting in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as may be practicable.

20.3.1.b. A grievance shall be considered waived unless it is initiated at Level One within thirty (30) days of the event, or knowledge of the event, that caused the grievance.

20.4.1. **Level One.**

An employee with a grievance shall submit it in writing to his/her principal or immediate supervisor, either directly or through the Association's representative, with the objective of resolving the matter as quickly as possible.

Such grievance(s) shall be signed by the grievant, and the representative of chairperson of the Grievance Committee.

20.4.2. **Level Two.**

a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) days after presentation of the grievance, he/she may file the grievance in writing with the chairperson of the Association's Committee on Employee Rights and Responsibilities within five (5) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, chairperson of the Grievance Committee shall refer it to the Superintendent.

b. The Superintendent shall represent the Administration at this level of the grievance procedure. Within five (5) school days after receipt of the written grievance, the Superintendent or his/her designee shall meet with the aggrieved person and the chairperson of the Grievance Committee or his/her designee in an effort to resolve it.

20.4.3. **Level Three.**

- a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within twenty (20) workdays after referral to the Superintendent, the grievance may be appealed in accordance with the following:
 1. The grievance shall be appealed to final and binding arbitration by the Union's filing a written notice of appeal with the Superintendent. The Superintendent or other designee of the School Committee and the Union shall attempt to mutually agree upon an arbitrator to hear the case. If the parties cannot reach agreement within ten (10) work days after the Superintendent's receipt of the appeal to arbitration, the Union shall submit the matter to the American Arbitration Association for selection of an arbitrator in accordance with its rules and procedures. When an arbitrator hears a case, he/she shall render an award within thirty (30) days of the closing of the hearing.
 2. A copy of the submission to the American Arbitration Association shall be sent to the School Committee, c/o the Superintendent.

In addition to the issue, the Association shall cite the portion of the contract which it feels pertains to the issue, and the remedy sought.
 3. The arbitrator shall issue his/her decision within thirty (30) days of the closing of the hearing. The decision shall be final and binding on the parties.
 4. All costs of the arbitrator shall be equally shared by the School Committee and the South Kingstown Educational Support Personnel.
 5. The grievant Union must invoke the arbitration provision (20.4.3.) no later than twenty (20) work days after the receipt of the Superintendent's Level II decision or the right to arbitration is waived.

20.5. **Rights to Representation.**

1. No reprisals of any kind shall be taken by the Committee or by any member of the administration against any party in interest, any school representative, any member of the Grievance Committee or any other participant in the grievance procedure by reasons of such participation.
2. Any party in interest may be represented at all stages of the grievance procedure by a person of his/her own choosing.

20.6. **Miscellaneous.**

20.6.1. If, in the judgment of the Grievance Committee, a grievance affects a group of employees, the Grievance Committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.

The Grievance Committee may process such group grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

20.6.2. Decisions rendered at all levels of the grievance procedure shall be in writing, setting forth the decision and the reasons therefore, and shall be transmitted promptly to all parties in interest and to the chairperson of the Grievance Committee.

20.6.3. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

20.6.4. The Committee agrees to make available to any grievant and/or his/her representative all information not privileged and which does not violate the privacy of others, in its possession or control and which is relevant to the issue raised in the grievance.

ARTICLE 21
ASSOCIATION RIGHTS

21.1. The Association shall have the right to utilize inter school mail for the distribution of Association communications to members.

21.2. The Association shall have the right to use school buildings for meetings during legitimate hours and days.

21.3. The Association shall have the right to utilize school office equipment for the purpose of preparing Association circulars, communications, etc. The use of school telephones is also authorized. It is understood that the Association will not abuse the usage of school equipment or the telephone, and shall provide expendables.

21.4. The Committee agrees that when negotiation sessions, grievance or arbitration (rights or interest) hearings are scheduled during working hours, duly designated Association representatives shall be allowed to attend such without loss of pay.

21.5. The Association President shall be sent, via inter school mail, an advance copy of the agenda of all School Committee meetings. Additionally, he/she shall be provided with the minutes of open Committee meetings, a copy of School Committee policies, a copy of the School Budget after presentation to the Town Council, and a copy of revisions made thereof. The

Association President is invited to pick up agenda when school is not in session.

- 21.6. Whenever asbestos abatement (removal or containment) is being performed on school department premises, the Union President or his/her designee shall be notified.

ARTICLE 22 GENERAL

- 22.1. The salaries of all persons in the bargaining unit are set forth in Appendix A of this Agreement.

- 22.2. Information Required at Time of Employment. When an applicant is employed by our district, she/he must personally visit the office of the District Payroll Coordinator where the following information will be required: salary/appointment and employment status; withholding (W-4) form; social security declaration; retirement application; health insurance and dental insurance forms.

Life insurance cards are to be completed in the administration office.

- 22.3. **Staff Development**

- 22.3.1. The School Committee and the Association agree to form a joint staff development committee, consisting of two members of the Association appointed by the president, and two members of the Administration, which will meet immediately upon contract ratification and periodically, as determined to be necessary by the training committee, to discuss relevant staff training programs. Said training committee will be responsible for making recommendations to the Superintendent with respect to appropriate programs for staff development.

- 22.3.2. The School Committee shall set aside a fund of not less than ten thousand (\$10,000) dollars per year for the purpose of staff development programs for clerical and teaching assistant employees. An employee who wishes to attend a professional development workshop shall submit an application to the Superintendent outlining the nature of the program, the projected benefits to the School Department, and the costs of such program. The Superintendent shall have the authority to approve such applications, and shall expend the funds referenced above for such programs.

The President of the Association will be provided with an accounting of the staff development monies on October 1 and March 1.

- 22.3.3 Teaching Assistants shall be assigned one work day beyond the student school year for the purpose of attending mandatory professional development. Clerical staff, other than those who work year round, shall be assigned one work day on a parent conference or in-service day.

ARTICLE 23
PERSONNEL FILES

- 23.1. All employee personnel files shall be maintained at the Administration Building under the following circumstances:
- No material derogatory to an employee's service, character or personality shall be placed in the employee's personnel file unless the employee has received a copy of the material. The employee shall acknowledge his/her receipt of the material by affixing his/her signature to the file copy of the material. Such signature does not necessarily indicate agreement with its content.
- 23.2. The employee shall have right to answer any material filed in his/her personnel file, and his/her answer shall be attached to the personnel file copy.
- 23.3. The employee shall be given access to his/her personnel file upon request.
- 23.4. The employee, upon request, shall be furnished a reproduction of any material in his/her personnel file.
- 23.5. Effective with evaluations conducted during the 1995-1996 school year, a copy of an employee's formal evaluation will be placed in his or her personnel file.

ARTICLE 24
SALARY SCHEDULES

- 24.0. Each member of the bargaining unit shall be advanced one step from his/her placement on July 1 of each contractual year, in accordance with 13.1 (Placement on Salary Scale).

The wage increase for all bargaining unit members for the 2013-2014 contract year will be retroactive to July 1, 2013, to be distributed as a stipend and not applied to the base. The amount of the stipend will be proportionate to the hours worked. The stipend shall be paid in two parts (December, 2013 and June, 2014).

For the 2014-2015 contract year, bargaining unit members shall receive a 2.25% increase applied to the salary schedules.

GRADE DEFINITION

Grade 6	Clerk Typist I
8	Account Clerk I
12A	Administrative Secretary Account Clerk II
12B	Administrative Specialists AV Technician Human Resource/Payroll Assistant
14	Payroll Coordinator

TEACHING ASSISTANTS

<u>Step</u>	<u>2013-2014</u>	<u>2014-2015</u>
2	11.27	11.52
3	11.69	11.95
4	12.24	12.52
5	12.64	12.92
6	13.06	13.35
7	13.59	13.90
8	14.00	14.32
9	14.70	15.03
10	15.29	15.63
11	16.29	16.66

One-to-One teaching assistants shall receive a stipend of **\$0.40** per hour. In addition to teaching assistants hired for a one to one position, any teaching assistant who is assigned by an administrator to exclusively supervise a single student for a period that exceeds ten (10) consecutive workdays shall be paid the one to one stipend during the period of such supervision.

For the time assigned as a job coach teaching assistants shall be paid time and one quarter (125% of hourly pay).

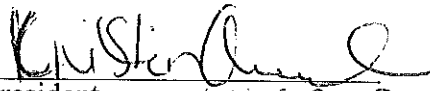
SUPERVISORY AIDES

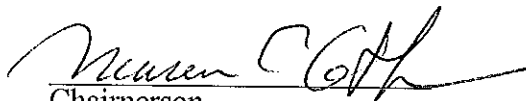
<u>Step</u>	<u>2013-2014</u>	<u>2014-2015</u>
2	15.78	16.14
3	16.37	16.74
4	17.14	17.53
5	17.70	18.10
6	18.28	18.69
7	19.03	19.46
8	19.61	20.05
9	20.58	21.04
10	21.41	21.89
11	22.81	23.32

CLERICAL/AV TECHNICIANS

Grade	2013-2014						
	A	B	C	D	E	F	G
6	12.97	13.51	14.24	14.90	15.58	16.28	17.42
8	14.21	14.90	15.58	16.28	17.06	17.94	19.03
12A	16.88	17.71	18.60	19.46	20.36	21.38	22.91
12B	17.03	17.94	18.79	19.65	20.56	21.54	23.16
14	18.99	20.04	21.06	22.07	23.09	24.10	25.76
Grade	2014-2015						
	A	B	C	D	E	F	G
6	13.26	13.81	14.56	15.24	15.93	16.65	17.81
8	14.53	15.24	15.93	16.65	17.44	18.34	19.46
12A	17.26	18.11	19.02	19.90	20.82	21.86	23.43
12B	17.41	18.34	19.21	20.09	21.02	22.02	23.68
14	19.42	20.49	21.53	22.57	23.61	24.64	26.34

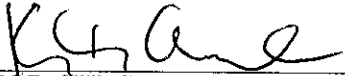
AGREEMENT EXECUTED THIS 9th DAY OF OCTOBER, 2013.


President OCT 9, 2013
South Kingstown Educational
Support Personnel


Chairperson
South Kingstown School Committee

MEMORANDUM OF AGREEMENT

1. Except as provided in paragraph 2 below, the following contract provisions shall be of no force or effect, beginning September, 2011, only and specifically as such provisions pertain to teaching assistants: Article 15, Article 16, and Section 18:10. Instead, School Committee policies, as they may be amended from time to time after discussion with SKESP, shall control these subjects.
2. In the event that a court of competent jurisdiction holds that the subjects covered by the provisions specified in paragraph 1 above, are mandatory subjects of bargaining for public school committees in Rhode Island, effective immediately, the aforementioned contract provisions shall become effective and within twenty (20) days after issuance of such court decision the parties shall reopen the collective bargaining agreement solely for the purpose of bargaining those subjects specified in paragraph 1 above and bargaining shall commence.



FOR SKESP
10/9/2013



FOR SK School Committee