

Proposed Tentative Agreement

SKESP AND SCHOOL COMMITTEE

2011-2014

August 24, 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:

Editorial changes and renumber as proposed by SKESP:

10.1 TA

~~For the 2008-2009 year, existing two hundred thirty (230) day teaching assistants shall continue to be treated as twelve (12) month employees for all purposes under the Agreement, except that such employees shall not receive pay for Labor Day and New Year's Eve day.~~

10.9, TA

~~b. Part of the annual vacation may be scheduled during the Christmas and Spring Recess or any other day school is not in session.~~

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 TA

b. Ten-month employees and teaching assistants shall take vacation

~~only during the Christmas, Mid-winter and Spring Recesses or on any other day 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) excess vacation days may be discharged on days school is in session with the approval of the building principal. Excess days shall be defined as those for which the total of accumulated vacation days plus the allotted vacation days for the current year exceed the number of days when school is not in session. Excess days shall be established as of July 1st each year.~~

~~e. Two hundred thirty (230) day teaching assistants shall have the option of discharging up to five (5) vacation days and five (5) days of unpaid leave during July and August. Teaching assistants desiring to discharge vacation days under this provision must so~~

~~inform the Director of Special Education two (2) weeks prior to the commencement of the vacation time for his/ her approval. Such approval shall not be unreasonably withheld.~~

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d. ~~Employees who have served less than one (1) year by July 1 of any current year, will be granted accrued vacation days to be taken the next fiscal year as shown on the following tables:~~

~~DATE OF 12-MONTH ALL-OTHER EMPLOYMENT EMPLOYEES~~

~~Jan. 1 to June 30 day per month 5/6 days per month
worked up to worked up to
June 30th June 30th
December 1 6 days 5 days
November 1 7 days 6 days
October 1 8 days 7 days
September 1 9 days 8 days
August 1 10 days 8 days~~

e. ~~Vacation Entitlement:~~

~~AFTER 12-MONTH ALL-OTHER EMPLOYEES~~

~~6 months 6 days 5 days
1 year 11 days 9 days
2 years 16 days 14 days
3 years 21 days 18 days
Effective July 1, 1992, vacation schedule for new hires:~~

For 12 month employees

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

For less than 12 month employees

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

10.9.3. GOING TO ARTICLE 16- 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.

GOING TO 10.3.2 NEW # 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

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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 coverages 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 coverages.

14.3 TA

The President of the Association shall be given **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.

15.4, ta

Voluntary Transfers. The term "transfer" shall be defined as movement from a clerical or ~~general classroom~~ teaching assistant position in one building to a similar position in another building (within the same pay grade) or from a clerical or ~~general classroom~~ 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.

20, 21, TA'S

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

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and non-professional employees, visitors, and persons hired to perform special tasks;

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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. replace ER&R Committee— with **Grievance** throughout

~~21.2. A bulletin board in each building shall be allocated for official postings, as stipulated in other portions of this contract, and association communications.~~

10.3.1 Any bargaining unit member who fills in a position in a higher classification for **three (3)** consecutive days shall be paid at the minimum rate of the higher classification or **\$1.00** per hour, whichever is greater, retroactive to the first day. TA-

10.4 incorporate School Department's policy on Snow emergency, as proposed by SKESP TA

10.8 Holidays

All employees shall receive all holidays which fall within their work year except for New Year's Eve day which shall be granted to twelve (12) month employees only. **Notwithstanding the language immediately above, no member of the bargaining unit shall be compensated for Good Friday. For the 2011-12 year only, members of the bargaining unit will not be compensated for labor day.**

11.1 Duration – July 1, 2011 through June 30, 2014

12.1 – Longevity – present contract for 2011-2014

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.TA

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 an hour over the hour time slot shall be considered a full hour at the double time rate. Supervisory Aides will not be used for additional coverage of classrooms when an available teaching assistant is already in the classroom which requires coverage.

18.1.3 Sick Leave Bank

a.5 Change four hundred to six hundred in first sentence. Change last sentence to read: **"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, members will not be required to contribute."TA

a.6 (New) The Administration shall notify the SKESP President of the Bank's balance on June 1 of each year. TA

18.8 Second paragraph: For extended or questioned illness beyond five (5) consecutive days, a doctor's examination report note may be required. Failure to comply with this request will result in no payment for sick leave.

19.1. 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, a copy of the 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 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.

~~19.1.D For any contract year in which there is no general wage increase applied to the salary schedules under the provisions of this agreement, the health insurance premium contribution amounts for members of the bargaining unit shall be fixed at the dollar amounts of such contributions in effect on the last day of the preceding contract year.~~

19.2 Buy Back Provision.

c. Substitute "Two thousand (\$2,000) dollars for "one half of the Committee's premium cost for individual coverage." TA

23.3.2 Change \$5,000 to \$10,000 for staff development programs - TA

Article 24 - Salary Schedules

2011-12	freeze at 2010-11 wages
2012-13	freeze at 2010-11 wages
2013-14	freeze at 2010-11 wages

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.

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Side Letter establishing a joint committee with 4 members appointed by the Superintendent and 4 members appointed by the SKESP President to meet, study and develop an evaluation instrument for the clerical personnel. Said committee will make recommendations to the Superintendent and to the SKESP by February 1, 2012.

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The parties agree as follows:

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.

<i>KSL</i>	<i>8/25/11</i>	<i>3:00am</i>
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SOUTH KINGSTOWN SCHOOL DEPARTMENT MEMO

TO: Principals and ESP/NEARI Staff
FROM: Kristen Stringfellow
SUBJECT: CLARIFICATION ON WEATHER-RELATED DAYS
DATE: March 17, 2011

This memo shall serve as clarification with regard to early dismissal and delayed start on weather related school days.

The ESP/NEARI contract does not speak to matters of early release or delayed start.

The following shall serve as protocol/procedure absent contract language or memorandum of understanding on this matter:

- 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/NEARI 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 should strive to report at their regularly scheduled time, if safely possible. Timesheets should reflect the actual time worked on that day and members will be paid accordingly.

Kristen Stringfellow
