AGREEMENT BETWEEN RHODE ISLAND COUNCIL 94, AFSCME, AFL-CIO LOCAL 1352 AND THE PAWTUCKET, RHODE ISLAND SCHOOL COMMITTEE

July 1, 2018 – June 30, 2021

TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>AGREEMENT</td>
<td>3</td>
</tr>
<tr>
<td>PURPOSE</td>
<td>3</td>
</tr>
<tr>
<td>1 RECOGNITION</td>
<td>3</td>
</tr>
<tr>
<td>2 UNION SECURITY AND CHECKOFF</td>
<td>4</td>
</tr>
<tr>
<td>3 SENIORITY</td>
<td>4</td>
</tr>
<tr>
<td>4 PROMOTIONS AND TRANSFERS</td>
<td>5</td>
</tr>
<tr>
<td>5 LAYOFF AND RECALL</td>
<td>7</td>
</tr>
<tr>
<td>6 DISCHARGE AND DISCIPLINE</td>
<td>8</td>
</tr>
<tr>
<td>7 GRIEVANCE PROCEDURE</td>
<td>10</td>
</tr>
<tr>
<td>8 VACATIONS</td>
<td>12</td>
</tr>
<tr>
<td>9 HOLIDAYS</td>
<td>14</td>
</tr>
<tr>
<td>10 SICK DAYS</td>
<td>15</td>
</tr>
<tr>
<td>11 BEREAVEMENT LEAVE</td>
<td>16</td>
</tr>
<tr>
<td>12 MILITARY LEAVE</td>
<td>16</td>
</tr>
<tr>
<td>13 MATERNITY LEAVE</td>
<td>17</td>
</tr>
<tr>
<td>14 JURY DUTY</td>
<td>17</td>
</tr>
<tr>
<td>15 LEAVES OF ABSENCE</td>
<td>17</td>
</tr>
<tr>
<td>16 PERSONAL DAYS</td>
<td>18</td>
</tr>
<tr>
<td>17 LEAVES, MISCELLANEOUS</td>
<td>18</td>
</tr>
<tr>
<td>18 LIFE INSURANCE</td>
<td>19</td>
</tr>
<tr>
<td>19 MEDICAL INSURANCE</td>
<td>19</td>
</tr>
<tr>
<td>20 WORKERS' COMPENSATION</td>
<td>20</td>
</tr>
<tr>
<td>21 WAGES, LONGEVITY AND PREMIUM PAYMENTS</td>
<td>21</td>
</tr>
<tr>
<td>22 ALTERATION OF AGREEMENT</td>
<td>23</td>
</tr>
<tr>
<td>23 SEVERABILITY</td>
<td>23</td>
</tr>
<tr>
<td>24 MISCELLANEOUS</td>
<td>24</td>
</tr>
<tr>
<td>25 HOURS OF WORK</td>
<td>26</td>
</tr>
<tr>
<td>26 REGULATIONS</td>
<td>27</td>
</tr>
<tr>
<td>27 NO STRIKES/NO LOCKOUT</td>
<td>28</td>
</tr>
<tr>
<td>28 MANAGEMENT RIGHTS</td>
<td>28</td>
</tr>
<tr>
<td>29 SUBCONTRACTING</td>
<td>28</td>
</tr>
<tr>
<td>30 RECLASSIFICATION</td>
<td>28</td>
</tr>
<tr>
<td></td>
<td>WORKING IN HIGHER CLASSIFICATION</td>
</tr>
<tr>
<td>---</td>
<td>-----------------------------------</td>
</tr>
<tr>
<td>31</td>
<td>PERSONNEL FILES</td>
</tr>
<tr>
<td>32</td>
<td>NO LAYOFF</td>
</tr>
<tr>
<td>33</td>
<td>ONE-ON-ONE BUILDING ASSISTANTS</td>
</tr>
<tr>
<td>34</td>
<td>EVALUATIONS, EFFICIENCIES AND ECONOMIES</td>
</tr>
<tr>
<td>35</td>
<td>CERTIFICATION/ LICENSURE COMPENSATION STIPEND</td>
</tr>
<tr>
<td>36</td>
<td>TERMINATION</td>
</tr>
<tr>
<td>37</td>
<td>SIGNATURES</td>
</tr>
<tr>
<td>38</td>
<td>APPENDIX A – SALARY SCALE</td>
</tr>
</tbody>
</table>
AGREEMENT

This Agreement entered into this first day of January 2013, by and between the School Committee of the City of Pawtucket, Rhode Island, (hereinafter the School Committee or Employer) and Rhode Island Council 94 of the American Federation of State, County and Municipal Employees, AFL-CIO, (hereinafter the Union), on behalf of its Local Union No. 1352.

PURPOSE

It is the purpose of this agreement to promote and secure harmonious relations, cooperation and understanding between the School Committee and the employees covered hereby, to assure true collective bargaining, and to establish proper standards of wages, hours, working conditions, and other conditions of employment.

ARTICLE I
RECOGNITION

1.1 Union as Exclusive Bargaining Agent. The School Committee hereby recognizes the Union as the sole and exclusive bargaining agent of the employees covered by this agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment, as certified by the Rhode Island Labor Relations Board in Case No. EE 1776 on March 5, 1968.

1.2 Definition of Employee. The term "employee" as used herein shall include all employees of the Pawtucket School Department other than those for whom certification by the Rhode Island Department of Education or Rhode Island Department of Health is a condition of employment. In addition, the term "employee" shall not include the Director of Facilities; Assistant Director of Facilities; Human Resources Director; Assistant Business Administrator; Human Resources Coordinator; Controller; Grant and Resource Accounting Manager; Staff Accountant; Payroll and Benefits Supervisor; Technology Manager; Network Technician Supervisor; Attendance Officer; Special Education Administrative Supervisor; Network Coordinator; School Data Specialist; and the Secretaries to the Superintendent, Assistant Superintendents, Chief Financial Officer, and Human Resources Director. The term "employee" shall also not include temporary employees or substitutes.

1.3 Job Classification. Employees in the bargaining unit shall be classified as follows:

- Teacher Assistants
- Custodians (including delivery van driver/stockroom clerk)
- Maintenance Staff
- School Clerks
- Central Office Staff
ARTICLE 2
UNION SECURITY AND CHECKOFF

2.1 Union Security. All employees who are members of the Union on the effective date of this agreement shall remain members of the Union in good standing for the life of this agreement.

2.2 New Employees. All employees who are hired on or after the effective date of this contract, as a condition of continued employment, shall join and become members of the Union, and shall remain members of the Union in good standing for the life of this agreement, or shall pay an agency fee which is equivalent to Union Dues.

2.3 Check-Off System for Union Dues. The School Committee agrees to the adoption of a Union Check-Off System whereby Union Dues or agency fees will be withheld from the bargaining unit member's pay at source in equal amounts from each pay, either weekly, bi-weekly, or otherwise, as the frequency of the pay period may require. Union Dues or agency fees will be withheld effective with the first payroll period following date of hire. Such withholdings, for the previous month's earnings of Union Dues or agency fees, are to be transmitted to R.I. Council 94 the previous month's earnings, not later than the 20th day of each successive month.

2.4 Dues Collection. In the event that the dues collection/service fee collection as outlined in this Agreement is invalidated by a Legislative Act or a decision by a court of competent jurisdiction, the parties agree to negotiate a new system of dues/service fee collection within thirty (30) days of such act/decision.

2.5 Employee List. The Employer shall provide to the Union President and Union Executive Director, on a monthly basis electronically, the following information on every employee eligible to become a member of the bargaining unit: Name, address, phone number, birth date, date of hire, classification, and location.

2.6 Orientation Session. The Union shall have the right and opportunity to hold an orientation session with all newly hired employees eligible to become a member of the bargaining unit. This orientation session shall be for the purpose of explaining the new employee’s contractual rights and introducing him/her to the Union. The orientation will be held within twenty-eight (28) days of the employee’s hire date and shall be held during working hours at a time agreed upon by the employee’s immediate supervisor, not to exceed one (1) hour in duration and so long as the orientation does not result in overtime to any employee.

ARTICLE 3
SENIORITY

3.1 Seniority Defined. Seniority shall be defined as the total length of service as a permanent employee in any position covered by this agreement and shall commence at the completion of the probationary period and revert back to employee’s first day of work. A permanent employee is an employee who is hired into a permanent position in the bargaining unit. Excluded from permanent employees are temporary employees, substitute employees and
any other employee who is excluded from the bargaining unit under the General Laws of the State or the Recognition Clause of this agreement.

3.2 **Probationary Period.** New employees shall be considered probationary employees for a period of five (5) months from their first day of work. Upon completion of this five (5) month period, the employee shall be placed on the seniority roster, and the effective day of his or her seniority shall be the first day of work as a permanent employee. Probationary employees shall not be allowed to bid on vacant positions during the probationary period.

3.3 **Seniority Lists.** Seniority lists showing the seniority status of all employees shall be compiled and thereafter corrected on the first working day of October, January, March and June. One (1) copy of each such list shall be given to an appropriate supervisor and two (2) copies of each list shall be given to the Union. In the event that more than one (1) person starts work on the same day then the following procedure shall be followed:

a. Seniority ties shall be broken by a lottery between such persons.

b. Each person shall select a letter and this letter will follow the person's starting date on the seniority list.

c. The letter A will designate the most senior employee and will continue through the alphabet, so that Z will be the least senior employee,

d. Both the Union and the Employer will be present at the lottery.

e. The starting date and letter will be the employee's seniority date as long as the employee is employed by the Employer.

3.4 **Seniority for Union Officers.** Five (5) Union officials (as designated by the Union) shall, during their term of office, have top seniority for layoff and recall purposes only.

3.5 **Forfeiture of Seniority Rights and Employment.** An employee shall forfeit his or her employment and all seniority rights accrued to him or her in the event that:

   a. He or she is discharged for cause;

   b. He or she terminates his or her employment voluntarily;

   c. He or she fails to give notice within the five (5) business day period outlined in Article 5, Section 5 (Recall Procedure);

   d. He or she takes employment with another employer other than the School Department while on a leave of absence.

3.10 **Grievances under Seniority Rights.** Any employee who feels that he or she has been aggrieved with respect to his or her seniority rights shall have the right to proceed with a grievance as outlined in this agreement.
3.11 Seniority - Outside Bargaining Unit. Any employee transferred or promoted to a position outside the bargaining unit, but remaining in the employ of the School Committee, may re-enter the bargaining unit with the seniority which he or she had accumulated up to the date of separation from the bargaining unit. The employee may re-enter the bargaining unit only by bidding into an open position.

ARTICLE 4
PROMOTIONS AND TRANSFERS

4.1 Posting of Open Positions. With respect to promotions and the filling of vacancies or new jobs (caused by reasons other than layoffs or leaves of absence) and/or more desirable jobs, it is agreed that such jobs shall be posted for a period of five (5) business days. Postings shall designate the job title, the rate of pay of the job, the hours, start date, the location of the job, and the job description. Employees who desire to bid will do so by email with a copy to the Union President.

a. The School Committee agrees to post all vacancies on separate notices. All postings shall be forwarded to clerks and building representatives in all school buildings.

b. The School Committee, upon recommendation from the Superintendent, shall fill the jobs referred to in this article. In the event a dispute arises, the Union has the right to resort to the grievance procedure with relation to the selection.

c. Selection for Promotion. Selection for promotional opportunities and new provisions shall be made on the basis of seniority and job qualifications. The Superintendent reserves the right to require testing where appropriate.

All applicants for new positions and promotional positions shall undergo an interview conducted by the Search Committee. In the case of school-based positions, the Search Committee shall be appointed by the Superintendent.

The role of the Search Committee shall be to conduct the initial screening of the applicants to determine whether they meet the minimal qualifications. The Search Committee shall then interview the candidates and shall determine, in rank order, the three best qualified candidates for the position.

The Superintendent, in his or her discretion, may interview those three candidates and review their application materials. If the Superintendent is not satisfied that any of the recommended candidates are appropriate, the Superintendent shall review the application materials of the non-recommended candidates and may request to interview the non-recommended candidates, if he or she is dissatisfied with the non-recommended candidates, he or she may then call for re-posting the position internally and advertising for outside candidates.

Whenever job qualifications are equal, in the judgment of the Superintendent, the employee with the greatest length of service in the bargaining unit shall be promoted and/or transferred.

d. Selection for Lateral Moves. All employees in the bargaining unit may bid for and/or transfer to another job within the bargaining unit. For all moves which are lateral
moves, job selection shall be based on the employee's seniority status as defined in Article 3, Section I from within the bargaining unit and shall not require an interview.

e. Notification to Employees. The Union President will be notified in writing by the Superintendent's Human Resources secretary of all employees who bid on any posted position, and who was awarded the position. Each employee who bid on any posted position shall also receive a copy of the memo sent to the Union President.

f. Trial Period. An employee who is promoted, granted a change in classification or level of classification or bumps into a new classification, or level of classification, shall be subject to a trial period after the start date not to exceed twenty (20) work days. In the event said employee does not satisfactorily complete the trial period, in the judgment of the Superintendent, or if the employee is dissatisfied with the position, then the employee shall be allowed to return to the position held prior to the change. Any disputes which may arise between the Union and the School Committee with regard to satisfactory completion of said trial period shall be subject to the grievance procedure commencing with step 2.

4.2 Start Date. The start date for any position shall be no later than ninety (90) school days or one hundred eighty (180) calendar days from the date vacancy occurred. Until the start date, the Superintendent may fill the position with a substitute.

4.3 Temporary Promotion Transfers or Vacancies. With respect to temporary promotions or transfers and the filling of temporary vacancies or new jobs and/or more desirable jobs caused by reason of layoff or absence and it is known by the Superintendent that the vacancy will be of a duration of ninety (90) calendar days or more, it is agreed that said jobs will be filled on the basis of seniority as defined in Article 3, Section I from within the bargaining unit. Notification that such vacancies exist and the filling of said vacancies will be made as rapidly as possible. All movement will take place within five (5) business days after the bidding process has ceased.

When the need for layoffs no longer exists, or when an employee returns from an absence under this paragraph, the temporarily transferred employee shall be required to return to the job he or she left. In a like manner, all other employees affected by the move shall return to their jobs. Temporary vacancies of less than ninety (90) calendar days shall be filled by the Superintendent. The Union shall be notified of the filling of temporary vacancies of less than ninety (90) calendar days or more than ten (10) consecutive business days (if known in advance by the Superintendent) prior to the filling of said vacancies. The notification shall be in writing stating the name of the employee, title and location of job, and the beginning and the expiration dates of the temporary filling of the vacancy.

4.4 Voluntary Transfers. Whenever any employee shall voluntarily accept a temporary transfer or another job within the bargaining unit, including a transfer to another shift or a similar job, in order to assist the School Committee, the employee shall not lose any of the rights which he or she enjoyed prior to the beginning of such change.

4.5 Light Duty. An employee who has become unable to handle his or her regular work shall be given such light work as is available, and the employee is able to perform.
4.6 Training Programs. The Union agrees that all employees may, at the discretion of the Superintendent, be required to participate in training programs as may be developed by the Superintendent. These training programs will be held during regular working hours. In the event such training programs are conducted at times other than during regular working hours, the Union and Employer shall mutually agree on the times when the programs will be conducted. Employees shall be paid their regular pay, subject to the terms and conditions of the Agreement, for any hours spent for training programs outside of their regular workday or regular work year.

ARTICLE 5
LAYOFF AND RECALL

5.1 Reduction in Force or Displacement - School-Based Positions.

In the event of a reduction in force for any employee not in the central office, the employee shall be permitted to bump the least senior employee not in the central office.

5.2 Reduction in Force - Central Office Positions.

a. It is agreed that there is no “bumping” into central office positions by any employee, whether school-based or central office.

b. Except as noted in subsection (c), in the event of a reduction for central office employees, that central office employee may bump the least senior school employee in his or her job classification.

c. For the purposes of this Section, the central office position of Equipment Operator II (delivery van driver) and stockroom clerk are considered to fall within the custodian job classification.

d. Central office position job classifications that are filled by single individuals shall only have the ability to “bump” the least senior custodian, provided that that custodian has less seniority.

5.3 Reduction in Force - Salary. When an employee exercises his or her “bumping” rights under this section, and that “bumping” results in the affected employee taking a position with a lower hourly rate, the affected employee shall be paid at the lower rate.

5.4 Recall Procedure. Employees subject to recall shall be notified by the Superintendent by certified mail, return receipt requested. A copy of such recall letter shall be given to the Union President. The employees shall have five (5) business days subsequent to the date of signature of the return receipt in which to notify the School Committee that he/she will return to work. Such certified letter shall be mailed to the employee’s last known mailing address.
ARTICLE 6
DISCHARGE AND DISCIPLINE

6.1 Probationary Period. The School Committee or its agent, the Superintendent, shall have the unquestioned right to discharge any new employees during said employee's five (5) month probationary period.

6.2 After an employee's five (5) month probationary period has concluded, he or she is considered to have seniority. With respect to employees who have established their seniority, discharge or discipline of any such employee shall be only for just cause.

6.3 If the Employer has reason to discipline an employee, it shall be done in private.

6.4 If an employee with seniority is called to a supervisor's office, or is visited on the job by a supervisor on a matter which may result in disciplinary action, the employee shall be informed of his or her right to have a Union representative present during the discussion. If a Union representative is requested by the employee, the conversation must cease until a Union representative can be present.

6.5 The principles of progressive discipline shall be followed provided the supervisor may begin the progressive discipline at a level commensurate with the offense. Disciplinary actions will include, but is not limited to:

1. Verbal reprimand
2. Written reprimand
3. Suspension
4. Termination

6.6 Procedure for Discharge or Discipline.

a. All charges against an employee pertaining to discharge or discipline shall be made in writing and signed by the person making the same. One copy of such charge shall be filed with the Superintendent, one copy with the Union President, and a third copy with the employee against whom the charges have been made.

b. In the event the Superintendent suspends, disciplines or discharges any employee as a result of such charges, the Union President shall be immediately notified in writing and the matter shall immediately be referred to the third step of the grievance procedure and a hearing shall be held as part of this third step. Such hearing shall be held not less than five (5) business days and not more than ten (10) business days after the filing of such charges.

c. No hearing shall be public except by mutual agreement of the Employer, the Union and the employee.
d. No action shall be taken upholding the suspending, disciplining or discharging of any employee, except by majority vote of the School Committee.

e. The employee shall be represented by the Union, and the Union shall have the right to designate counsel to represent it and the employee. In a like manner, the School Committee and the person filing the charges shall have the right to retain counsel.

f. A decision in writing shall be forthcoming within five (5) business days after the termination of the hearing. A copy of the decision shall be immediately furnished to the Union and to the employee by certified mail, return receipt requested.

g. In the event the Union disagrees with the decision of the School Committee, the Union shall have the right to refer the matter to arbitration.

h. In the event the employee is suspended, demoted, or dismissed, and such employee appeals the action and his or her appeal is sustained, he or she will be restored to his or her former position and shall be compensated for any loss caused by such suspension, demotion or discharge.

6.7 After a period of two (2) years, if the employee has not committed any further infractions of appropriate rules or regulations, the employee may request to have a written reprimand removed from his or her personnel record. It will be expunged from the employee’s personnel record at the Superintendent’s sole discretion. This provision will not be grievable.

6.8 Each employee shall be furnished with a copy of all performance evaluations or disciplinary entries in his or personnel record and shall be permitted to respond thereto. The contents of an employee’s personnel record shall be disclosed to the employee upon request and also be disclosed to the employee’s union representative with written permission of the employee.

ARTICLE 7
GRIEVANCE PROCEDURE

7.1 Definition. A grievance shall mean a complaint by an employee or the Union that there is a violation, misinterpretation, or misapplication of the provisions of this agreement.

7.2 Composition of Grievance Committee. A grievance committee consisting of not more than five non-teaching employees of the school department will be designated by the local Union from the seniority list referred to in Article 3, Section 3. Members of the grievance committee and stewards shall be allowed to participate in grievance meetings during working hours without loss of pay.

7.3 Rights of Employee and Grievance Committee. Likewise, any employee involved in a grievance shall have the right to take part at grievance meetings which may occur during his or her working hours without loss of pay. Members of the grievance committee shall be permitted to visit schools other than their own for the purpose of investigating and/or processing grievances. It is further agreed that grievances which are of an emergency nature shall be processed immediately without regard to any formal meeting dates set up under this article.
7.4 Union Access to School Proper. Union representatives shall have access to School Department premises at all reasonable times for the purpose of investigating and processing grievances, conferring with the Union, and/or meeting with the School Committee regarding grievances or other matters relating to the relations between the parties.

7.5 Grievance Procedure. The grievance procedure shall be as follows:

Step 1: The Union or employees shall have five (5) business days exclusive of holidays and vacations from the time the issue which gave rise to the grievance was known or should have been known, to file the grievance. The grievance shall be presented in writing to the employee's immediate supervisor. The supervisor shall meet with the Union and the employee involved within five (5) business days of having received the grievance. The immediate supervisor shall render a written decision within five (5) business days of the hearing.

Step 2: In the event the grievance is not settled at Step 1, the Union shall advance the grievance to the Superintendent within five (5) business days of the Step 1 decision. The Superintendent or designee shall meet with the Union within five (5) business days from the date he or she received the grievance. The Superintendent or his or her designee shall render a written decision within five (5) business days of the hearing.

Step 3: In the event the grievance is not settled at Step 2, the Union or employee shall advance the grievance to the School Committee within five (5) business days of receiving the Step 2 decision or on its due date. The School Committee shall hear the grievance no later than the following regularly scheduled meeting and render its decision within ten (10) business days after the hearing. A copy of such decision shall be immediately furnished to the Union, employee, and any attorneys by registered mail, return receipt requested.

Step 4: In the event the grievance is settled at Steps 1, 2 or 3 above, either party shall have the right to advance the grievance to Arbitration. The Union shall have thirty (30) calendar days from the date the School Committee's decision is due to notify the other side of its intention to arbitrate a grievance. Notice of intention to request submission to arbitration must be in writing and the School Committee must be notified by certified mail, return receipt requested.

The Union and School Committee shall attempt to mutually agree on the selection of an arbitrator within ten (10) days of notification. In the event the parties are unable to agree on an arbitrator within the ten (10) days, then the grievance shall be submitted to the American Arbitration Association for arbitration in accordance with its administrative procedure, practice or rules.

The arbitrator shall hear and decide only one grievance in each case unless the Union and the School Committee mutually agree otherwise. He or she shall be bound by and must comply with all the terms of this agreement and rules and regulations of the School Committee. The decision of the arbitrator shall be final and binding upon both parties and all the employees during the life of this agreement, unless the same is contrary to law. The expenses of the arbitrator shall be divided equally between the parties.
7.6 Employees involved in grievances shall be released from work if necessary to attend any meetings with his or supervisor or Union representative, the Superintendent, or the School Committee or its representatives. An employee's supervisor shall allow the employee to make up the time, without loss of pay. It is the intent of the parties that attendance at grievance meetings shall not result in overtime or a disruption of services and that the employee's required work will be performed.

7.7 General Procedures. Any grievance, as defined above, not presented for disposition through the grievance procedure described in Article 7.5 above within five (5) business days of the occurrence of the condition giving rise thereto, shall not thereafter be considered a grievance under this agreement. The time limits specified at any step may be extended in any particular instance by agreement between the Superintendent and the Union.

7.8 Meetings held under this procedure shall be conducted at such time and place as will afford a fair and reasonable opportunity for all proper persons to be present. It is agreed that all time frames may be extended by a mutual agreement of the Union and the School Committee.

7.9 Grievances arising from the action of an official other than the Accounting Supervisor, Controller, Assistant Business Administrator, Director of Facilities, or Principal may be initiated with the Superintendent or his designated representative as set forth in Step 2 as indicated above.

ARTICLE 8

VACATIONS

8.1 Vacation Schedules. Vacations for all employees, except ten-month clerks and teacher assistants, shall fall during the period that school is closed for the summer vacation unless otherwise determined by the Superintendent. The vacation schedule of employees shall require approval of the Superintendent. In case of conflict, senior employees will be given preference.

8.2 Ten-month clerks and teacher assistants must take the vacation days allowed them with pay under the contract during the Christmas, Winter or Spring Recess. Days taken when school is in session will be without pay. Should the vacation days earned exceed the days of the recesses, compensation for the remaining days due the employee shall be made at the close of the school year. When the number of days in the Christmas, Winter and Spring Recesses exceed the number of days earned for paid vacations, the excess shall be days off without pay.

8.3 Ten month employees may determine what days shall be designated as vacation days during school recess periods provided the Superintendent is notified thirty (30) days in advance. Vacation days shall not be combined together for pay purposes.

8.4 Length of Vacations. Employees with more than six (6) months seniority prior to the first of the fiscal year, July 1, but less than one year seniority shall be entitled to one week's vacation with pay.

8.5 Employees with one year's seniority but less than three years seniority shall be entitled to two weeks' vacation with pay.
8.6 The School Committee agrees to the following vacation schedule for employees with three or more years of service:

- 3rd year - 12 days
- 4th year - 13 days
- 5th year - 12 days
- 6th year - 13 days
- 7th year - 14 days
- 8th year - 15 days
- 9th year - 16 days
- 10th year - 18 days
- 11th year - 19 days
- 12th year - 20 days

8.7 Ten-month clerks and teacher assistants shall be entitled to seventy (70%) percent of the vacation times specified in section 4, 5 & 6 of this article.

8.8 Pro-Rata Vacation Days. Employees who have terminated their services by layoff, retirement, or are on leave of absence, shall be granted pro-rata vacation day(s) as outlined in this article to the day of their termination of services.

8.9 Vacation Pay. Employees shall receive vacation pay prior to taking vacation provided the Superintendent is notified thirty (30) calendar days in advance.

Employees shall not accumulate more than fifty (50) days of vacation in any fiscal year.

8.10 Vacation Time for Transferred Employees. All ten-month employees will be advanced their vacation days in September of each school year for vacation days that will be earned during that school year. All vacation days must be taken during the current school year. Upon termination, during a school year, any vacation days that were paid to the employee, but not earned, will be deducted from the employee’s last payroll check.

All vacation days are posted once each year on July 1.

Twelve-month to ten-month employee - conversion of vacation days:

A) Prorate the vacation days earned as a twelve-month employee thru date of transfer, and then decrease those days by the days already used.

B) Prorate the vacation days to be earned as a ten-month employee from date of transfer to the end of the school year.

C) The sum of (A) and (B) above will be the new vacation days allowed for the remainder of the fiscal year.

D) Compensation for unused vacation days will be made at the close of the school year as provided for in Article 8.2, including days earned as a twelve-month employee.

E) All other provisions regarding ten-month employees, i.e. of Articles 8.1, 8.2, 8.3, and 8.7, will now apply.

Ten month to twelve-month employee - conversion of vacation days:
A) Prorate the vacation days earned as a ten-month employee from September through the date of transfer, and then decrease those days by the days already used. All remaining advanced, but unearned vacation days will be deducted from the current fiscal year's vacation days. The remaining earned days, may be used through June 30th of the current fiscal year.

B) Prorate the vacation days to be earned as a twelve-month employee from the date of transfer through the end of the fiscal year.

C) If the number of vacation days remaining after the computation is made in (A), is less than zero, then the number of negative days will be deducted from the computation in (B) above.

D) On July 1 of the next fiscal year, only the prorated vacation days earned as a twelve-month employee from the date of transfer to the ten-month position through June 30th will be posted as vacation days.

E) If the vacation days in (A) above are not used by the end of the current fiscal year, they will be added to (C) above on July 1 of the next fiscal year.

**New employees—twelve-month:**

A) New twelve-month employees hired prior to the July 1 start of a fiscal year, but after January 1 of any year shall accrue 1/2 vacation day per month of service, between January 2nd and June 30th, posted on July 1 of the next fiscal year.

B) If the date of hire is on or before the 15th of a month, that month will count as a full month of service towards vacation time. If the date of hire is on or after the 16th of a month, the days worked for that month will not count towards vacation time.

C) Employees with six months of seniority prior to the July 1 start of a fiscal year, but with less than one year of seniority shall be entitled to one week’s vacation (5 days), with pay, posted on July 1 of the next fiscal year.

**New employees—ten-month:**

A) New ten-month employees hired on or before the first day of a school year shall be entitled to seven (7) vacation days.

B) If the date of hire is after the first day of school and before January 1, the employee will be entitled to three and one-half (3 1/2) vacation days.

C) If the day of hire is on or after January 1, the employee shall not be entitled to any vacation days.
ARTICLE 9
HOLIDAYS

9.1 Paid Holidays. The following shall be paid holidays:

<table>
<thead>
<tr>
<th>New Year’s Day</th>
<th>Labor Day</th>
<th>Christmas Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Memorial Day</td>
<td>Columbus Day</td>
<td>President’s Day</td>
</tr>
<tr>
<td>July 4th</td>
<td>Veterans’ Day</td>
<td>Martin Luther King Day</td>
</tr>
<tr>
<td>Victory Day</td>
<td>Thanksgiving Day</td>
<td></td>
</tr>
</tbody>
</table>

9.2 Day before Christmas, New Year’s and Day after Thanksgiving. Twelve-month employees and employees absent with pay for a period of three (3) consecutive working days immediately preceding Thanksgiving or the day before Christmas and New Year’s shall receive the last working day prior to Christmas and New Year’s, and the day after Thanksgiving as a paid holiday except when school is held on those days. Ten-month employees shall be allowed the day after Thanksgiving and the day before New Year’s Day with pay except when school is held on that day. Ten-month employees will not be entitled to July 4th, Victory Day, or Labor Day with pay, unless school is in session.

9.3 Employees who are on leave of absence without pay for any cause or duration shall not be entitled to holidays with pay as granted in this contract.

9.4 Employees shall be granted a day off with pay for any holiday which falls on a Saturday. Said day off with pay shall be taken during school recess periods and must be taken within the fiscal year in which the holiday occurs.

9.5 All new employees will become eligible for holiday pay, as described in the foregoing sections, thirty (30) calendar days after date of employment.

ARTICLE 10
SICK DAYS

10.1 Sick Day Definition. Sick days shall be granted to employees in case of sickness, to continue during such sickness. Sick days shall be allowed for the following:

a. Personal illness
b. Quarantine or exposure to contagious disease which may endanger the health of the pupils or other employees
c. Serious illness in the immediate family
d. Pregnancy
e. A full day for a doctor’s appointment for employee or an employee’s household member.
10.2 **Sick Day Accumulation.** Twelve-month employees with three (3) months seniority shall be entitled to sick days of fifteen (15) working days per year for each full year of service cumulative two hundred (200) days. Sick days shall be granted pro-rata for years of incomplete service. Employees with less than three months seniority shall be granted one and one quarter (1 1/4) sick days per month for each month of service.

10.3 Academic year personnel shall be entitled to twelve (12) sick days per year cumulative to one hundred and fifty (150) days.

10.4 In the event an employee’s sickness continues beyond his accrued sick days, the employee shall be on a leave of absence list in accord with the provisions of Section 15.1.

10.5 Employees who return to work after a leave of absence and work for sixty (60) working days thereafter shall be granted pro-rata sick days for the balance of the fiscal period from the day of their return.

10.6 **Doctor’s Certificate for Illness.** Employees shall present a doctor’s certificate in each instance where the employee is absent for an illness of five (5) or more successive working days. The Superintendent may, at his or her discretion, require a physician’s certificate for repetitive absences of any duration attributable to illness, including employees who habitually use sick days before and/or after vacation dates.

10.7 No-pay-days will not be allowed as sick days. Sick days must be used first, until exhausted.

10.8 **Termination Bank.** Effective July 1, 1985, and in each succeeding year but not retroactively, all employees shall have deposited in a bank, to be known as ‘termination bank’, days not used in the year’s allotted sick days. To be eligible, a twelve month employee must have accumulated one hundred-twenty (120) sick days as of June 30, while a ten month employee must have accumulated eighty-four (84) sick days as of June 30. Those sick days entitled to, but not used during the year shall be transferred to the termination bank only if the maximum accumulated sick days has been reached on June 30 of that year.

Upon retirement or resignation, each employee shall be reimbursed twenty dollars ($20.00) per day for each day accumulated in the termination bank up to a maximum of one hundred (100) days for the 12 month employee and seventy (70) days for the 10 month employee. Upon death, while in service, payment shall be made to the employee’s beneficiary. Partial years of service shall be pro-rated.

Termination bank days cannot be used as sick days. The termination bank shall be distinct and operate separately from total sick day accumulation.

**ARTICLE 11**

**BEREAVEMENT DAYS**

11.1 In the event of a death in the immediate family of an Employee, the Employee shall be granted bereavement day(s) with pay as may be required, not to exceed five (5) consecutive business days. Immediate family shall include parents, mother-in-law, father-in-law,
spouse, domestic partner, children, foster children, brother, sister, grandparents, grandchildren and any relative who is domiciled in the employee's household. Immediate family shall also include step-relatives of the same aforementioned relationships, as well as the legal guardian of the Employee.

11.2 In case of the death of a brother-in-law, sister-in-law, daughter-in-law, or son-in-law, such employee shall be entitled to a bereavement day(s) with pay commencing from the time of the notification of the death to and including the day of the burial, but not to exceed three (3) consecutive business days. Bereavement days shall also be granted under this section for step-relatives of the same aforementioned relationships, as well as the legal guardian of the Employee.

11.3 In case of the death of a nephew, niece, uncle or aunt, or any other relative other than as provided for in Sections 11.1 and 11.2 of this Article, such bereavement day(s), with pay, shall be for not more than one (1) business day.

11.4 An Employee shall present an on-line or printed obituary notice or death notice to the Employer anytime an Employee utilizes leave under Sections 11.1, 11.2, or 11.3.

ARTICLE 12
MILITARY LEAVE

12.1 Any employee absent from work for military duty shall receive all of the protections provided by the Uniform Services Employment and Reemployment Rights Act (USERRA).

ARTICLE 13
MATERNITY LEAVE

13.1 Maternity leave will be available to female employees. The commencement, duration and expiration of such maternity leave shall be determined by the employee's physician. Days absent for this purpose shall be deducted from accumulated sick days. Any employee who exhausts available sick days and who remains unable to return to work, shall be entitled to apply for and receive a maternity leave without pay for such time as is necessary but not to exceed one year from the date of the expiration of sick days. Days absent for this purpose shall be deducted from accumulated sick days; however, employees shall only be able to use said sick days during the period in which they are physically or psychologically unable to work due to the pregnancy or childbirth.

13.2 Health and dental and life insurance shall be provided for a period of six (6) months from the date the employee has exhausted her sick days. Written request for maternity leave must be given by the employee at least thirty (30) days prior to the start of the maternity leave.
ARTICLE 14
JURY DUTY

14.1 Any employee who is required to serve on jury duty will receive his or her full salary during the period of such service, subject to his or her prompt remittance to the School Committee of the compensation paid to him or her for jury duty. This reimbursement will only apply to the actual days the employee would have worked.

ARTICLE 15
LEAVES OF ABSENCE

15.1 Leave of absence due to substantial illness or serious health condition, as defined by the FMLA, of the employee, as distinct from sick days, shall mean absence after all sick days and/or other statutory and contractual entitlements to leave have been exhausted. Such leave of absence due to illness is without pay, and shall last for six (6) months or thirteen (13) weeks. If the employee is still substantially ill at the end of said six (6) months or thirteen (13) weeks, the Superintendent, in his or her discretion, may extend an additional six (6) months or thirteen (13) weeks.

Leave taken pursuant to this section may not be taken on an intermittent basis.

15.2 Leaves of absence for personal reasons or at the request of the Union will be granted upon recommendation of the Superintendent and by the School Committee for a period not to exceed one year or six (6) months. Such leaves of absence shall be requested in writing and a copy furnished to the Union. Application must be filed seven (7) calendar days in advance of a School Committee meeting. The Union shall be notified of the committee’s decision.

Employees on such leave of absence will not be entitled to any pay or benefits during such leave of absence. Employees must state the date the requested leave will begin and end. Employees shall give a minimum of twenty (20) calendar days’ notice in writing to the Superintendent of Schools prior to returning from such leave.

ARTICLE 16
PERSONAL DAYS

16.1 Personal Days. The Superintendent at his/her discretion may, on advance application, grant an employee up to two (2) days with pay for personal reasons. Unused personal days shall be converted to sick days at the end of each year or applied to the Termination Bank, if appropriate to do so.

ARTICLE 17
LEAVES, MISCELLANEOUS

17.1 Seniority while on leave of absence. Employees on leave of absence shall accrue seniority during such leaves of absence. Upon return to work such employees shall be entitled to the job they left unless a layoff affecting their right to the job has occurred. In such cases they shall be entitled to a job consistent with their seniority or, if no such job is available, they shall be placed on recall list in accordance with their seniority and with no loss of any of their rights under this agreement.
17.2 Isolation. There shall be no loss of salary or sick days when an employee is subject to isolation by order of the Department of Health for reasons other than the personal illness of the employee. This section shall apply for five (5) business days only, after which such absence will be charged to sick days. Absence under this provision must be supported by a certificate from the Department of Health.

17.3 Inclement Weather School Closings Twelve-Month Employees. When schools are closed as a result of inclement weather, twelve-month employees are expected to report to their building assignment as follows:

a. Clerks will report to their building assignment one hour later than usual.

b. Custodians will report to their building assignment at 6:00 AM and will be dismissed one hour earlier at the end of the day.

c. Anyone who is unable to arrive at work must call the answering machine switchboard and state whether he/she wishes to be charged with a vacation day, personal day, or day without pay.

d. Twelve-month employees who do not call in when school is canceled and fail to come in on that day, will be charged a no-pay day.

e. Inclement Weather School Closings 10-Month Employees. Ten-month employees will automatically be charged vacation days, if available, for days on which school was closed due to inclement weather. Those 10-month employees who wish to take a leave without pay day instead must call the switchboard and log into Frontline on the “snow day” and advise that they wish the absence to be classified as a leave without pay day. They must also indicate the same information on the weekly time sheet forwarded to the business office.

f. Inclement Weather Delay of Start of School. When schools are delayed one hour as a result of inclement weather, all employees are expected to report to their building assignment no later than one hour from the original starting time (except custodians).

17.4 The parties agree that nothing contained in this agreement shall deprive any employees of any statutory rights available to them under the federal Family Medical Leave Act, or the Rhode Island Family Medical Leave Act or any benefits therefore. Furthermore, the parties agree that nothing contained herein shall be construed as to create greater rights than had either been agreed to or created by law. Nor are the provisions of those acts intended to be in addition to the leave and other benefits negotiated hereto.

ARTICLE 18
LIFE INSURANCE

18.1 The School Committee agrees to a paid life insurance plan for all employees. Such a plan will consist of life insurance coverage of twenty thousand dollars ($20,000), double indemnity.
18.2 Employees on leave of absence due to illness shall be provided insurance coverage for a period of six (6) months or thirteen (13) weeks from the day they have exhausted their sick leave.

18.3 Employees on a leave of absence for personal reasons shall not be entitled to life insurance.

18.4 Supplemental life insurance. Employees receiving the twenty thousand ($20,000) dollar life insurance plan from the School Committee shall be permitted to purchase, at no additional cost to the School Department, an additional thirty thousand ($30,000) dollars of life insurance, the payment for which shall be made annually.

ARTICLE 19
MEDICAL INSURANCE

19.1 Health Insurance. The School Committee agrees to provide all non-teaching employees with health insurance substantially equivalent to that which was provided during the year preceding this agreement. The Committee further agrees to provide family membership to those employees who are eligible.

19.2 The School Committee agrees to provide dental coverage substantially equivalent to that which was provided during the year preceding this agreement.

19.3 Employees on leave of absence due to illness with six (6) months seniority shall be provided health and dental benefits for a period of six (6) months from the day they have exhausted their sick days.

19.4 Upon retirement, an employee who has reached the age of fifty-eight (58) years or more, and has been a member of the Pawtucket School Department staff fifteen (15) years or more shall receive family coverage under the aforementioned health and dental plans. The retiree shall pay co-pays for said health and dental plans at the same rate as those paid by active employees at the time of retirement. This benefit shall extend until the retired employee is eligible for coverage under Medicare.

19.5 Employees on a leave of absence for personal reasons shall not be entitled to health and dental insurance.

19.6 New Employees. Health and dental insurance for new employees will be effective on the first day of the month following the date of employment.

19.7 Health/Dental Insurance Co-Payments.

a. From July 1, 2015—December 31, 2016, there shall not be a change in the employees' contribution towards their health and dental insurance and the contribution will remain at the rate of 5% of the cost of the working rate of said insurance.
b. From January 1, 2017—June 30, 2017, employees shall contribute toward their health and dental insurance at the rate of 9% of the cost of the working rate of said insurance.

e. From July 1, 2017—June 30, 2018, employees shall contribute toward their health and dental insurance at the rate of 13% of the cost of the working rate of said insurance.

b. From July 1, 2019—June 30, 2020, employees shall contribute toward their health and dental insurance at the rate of 15% of the cost of the working rate of said insurance.

c. From July 1, 2020—June 30, 2021, employees shall contribute toward their health and dental insurance at the rate of 17% of the cost of the working rate of said insurance.

19.8 In the event that the School Committee seeks to change health and/or dental plans, it shall notify the Union, in writing, no later than sixty (60) days before the proposed change shall go into effect, the Union shall communicate with the School Committee, in writing, as to whether it believes the plan is substantially equivalent to that which had been previously offered no later than thirty (30) days of receipt of that notice, or request expedited arbitration on the question of the substantial equivalence. Said changes shall be stayed pending that expedited arbitration.

19.9 The parties agree that the Employer will no longer offer “Classic Blue” plan by Blue Cross Blue Shield. All employees will be enrolled in the same plan, which employees held during the 2013-2015 CBA period.

ARTICLE 20
WORKERS’ COMPENSATION

20.1 An employee injured on the job shall be entitled to coverage under the Rhode Island Workers’ Compensation Act. When eligibility for Workers’ Compensation has been established for an employee, it is agreed that during the period of total disability, all health and life insurance programs will be provided to a maximum of two (2) years from day of injury.

20.2 The employee’s sick days shall be entitled as follows:

a. The first three (3) days of an employee’s absence due to injury shall be charged to sick days, if available. Under state law, these days are not compensable by Workers’ Compensation.

b. If aggregate sick days will be converted to a total cash value. This shall be accomplished by multiplying the number of sick days accumulated by said employee by the employee’s per-diem rate.

c. While the employee is injured, he/she will receive the equivalent of a full salary while sick days are available. The full salary shall be made up of the combination of
Workers' Compensation payments and sick days. Only the sick days portion of the full salary shall be charged to the cash value of the employee's sick days.

d. When the employee returns to work, the balance in his/her cash value of sick days shall be reconverted to sick days.

e. When an employee exhausts his/her sick days, he/she will be paid only the daily entitlement determined by Workers' Compensation.

f. If a Workers' Compensation payment is delayed for any reason, and the employee is paid his/her full salary from sick days, repayment will be made to the District, upon receipt of Workers' Compensation payments by the employee, such that the entire amount received by the employee during the period covered by the Workers' Compensation injury shall not exceed the employee's full salary for that period. Upon repayment of utilized sick days, said sick days will be reinstated to the employee.

g. Nothing herein contained shall result in the pyramiding or duplicating of wages or benefits herein.

20.3 An employee who suffers an on the job injury shall be entitled to return to his or her former position within two (2) year from the date of injury. In the event the employee is unable to return to work after this two (2) year period, he or she will be terminated.

ARTICLE 21
WAGES LONGEVITY AND PREMIUM PAYMENTS

21.1 The School Committee agrees to a wage scale as contained in "Appendix A" of this agreement.

a. On January 1, 2018, all employees shall receive their step increase and a $750 wage increase to their annual salary. Said increase will be pensionable, shall be added to their base rate of pay, and will be dispersed accordingly. It will not be dispersed in a lump sum payment.

b. On July 1, 2019, all employees shall receive their step increase and a $550 wage increase to their annual salary. Said increase will be pensionable, shall be added to their base rate of pay, and will be dispersed accordingly. It will not be dispersed in a lump sum payment.

c. On July 1, 2020, all employees shall receive their step increase and a $500 wage increase to their annual salary. Said increase will be pensionable, shall be added to their base rate of pay, and will be dispersed accordingly. It will not be dispersed in a lump sum payment.

21.2 Longevity. Longevity payments shall be effective on an employee's anniversary date of hire. Such payments shall be made weekly based on years of employment with the Pawtucket School Department. Such payments shall be made according to the following schedule:
Employees hired on or before June 30, 2012

More than 6 years of employment $25.00
More than 10 years of employment $29.00
More than 15 years of employment $32.00
More than 25 years of employment $35.00

Employees hired on or after July 1, 2012

More than 6 years of employment $12.50
More than 10 years of employment $14.50
More than 15 years of employment $16.00
More than 25 years of employment $17.50

21.3 **Premium Payments.** Time and one-half (1 1/2) shall be paid for all work performed in excess of forty (40) hours in any one week. Sick leave shall not be included in the computation of the aforementioned forty (40) hours per week. Vacation and personal days shall be included in the computation of the aforementioned forty (40) hours per week.

a. Time and one-half (1 1/2) in addition to straight time shall be paid for holidays worked. The word "holiday" includes New Year’s Day, Memorial Day, July 4, Victory Day, Labor Day, Columbus Day, Veterans’ Day, Thanksgiving Day, Christmas Day, Presidents Day and Martin Luther King, Jr.’s Birthday.

b. Overtime for the same period shall be paid only under one of the classifications specified above, whichever is the greater, and the same period of overtime shall be used only once for the purpose of calculating overtime payments. Employees shall be expected to meet overtime schedules but shall not be compelled to do so.

c. The Superintendent agrees to divide and distribute equitably all overtime work between employees insofar as possible. This distribution of overtime work shall be agreed to between the Committee and the local grievance committee of the Union. Any dispute arising over lack of agreement shall be subject to the grievance procedure.

d. In the event an employee is required to work hours due to the absence of another employee and the hours to be worked are continuous to the employee’s regular shift, then he/she shall receive three (3) hours’ pay at the rate of time and one-half (1 1/2). For a 6:00 a.m. to 2:00 p.m. employee who works due to the absence of another employee in his or her own building, these three overtime hours shall be from 2:00 p.m. to 5:00 p.m. If the hours are to be worked in another building, these three overtime hours shall be from 2:30 p.m. to 5:30 p.m.

21.4 **Method of Payment of Salaries.** The School Committee agrees that all non-teaching personnel will be paid bi-weekly beginning on a date mutually agreed upon by the Union President and the Chief Financial Officer.

21.5 **Custodians on 2:00 pm to 10:00 pm Shift.** A wage differential of ten ($10.00) dollars per week shall be paid to custodians working the 2:00 pm to 10:00 p.m. shift.
21.6 Severance Pay. The School Committee agrees to provide twelve (12) days severance pay to employees after ten (10) years of service and one and one-half (1 1/2) additional days for each additional year of service after ten (10) years.

21.7 Salary Step Placement. Newly hired employees shall start on Step One of the salary scale. In the event an employee is promoted to a higher grade classification, said employee shall advance to the same step in the new classification, provided however, that the foregoing shall not affect the step of any employee as of July 1, 1996 - if an employee applies for and is granted a position in a lower grade classification, said employee shall remain at the same step of the salary scale the employee had at the higher grade.

21.8 Employees shall be advanced to the next salary step of the salary scale on the anniversary of their date of hire.

21.9 Teacher assistants will receive the contractual hourly rate of pay for services performed during the summer.

ARTICLE 22
ALTERATION OF AGREEMENT

22.1 It is hereby agreed that any alteration or modification of this agreement shall be binding upon the parties hereto only if executed in writing.

22.2 The waiver of any breach or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

ARTICLE 23
SEVERABILITY

23.1 In the event that any article, section or portion of this agreement, or any arbitrator’s decision rendered under the terms of the agreement is found to be invalid by a decision of a tribunal of competent jurisdiction then such specific arbitrator’s decision, article, section or portion specified in such tribunal decision or so in conflict or having such effect shall be of no force and effect, but the remainder of this agreement shall continue in full force and effect. In such an event, either party shall have the right immediately to re-open negotiations solely with respect to a substitute for such article, section or portion.

23.2 Except as otherwise expressly provided herein, all privileges and benefits which employees have hitherto enjoyed shall be maintained and continue by the School Committee during the term of this agreement.

ARTICLE 24
MISCELLANEOUS

24.1 Monthly Meetings. The Superintendent and/or his or her representatives and the Union President and/or his or her representatives shall meet monthly to discuss matters of mutual concern.
24.2 **Physical Exam.** Any routine physical examination or tests required of any employee covered by this agreement in order for said employee to maintain qualifications for employment shall be paid for by the School Department.

24.3 **Bulletin Boards.** The Union shall have the right to post notices of Union activities on bulletin boards.

24.4 **Replacement of Employees with Volunteers.** There shall be no replacement of employees with seniority rights by voluntary, emergency or relief workers.

24.5 **Increase in Workloads.** There shall be no increase in workloads except by mutual agreement of the parties, nor shall any changes in working conditions be made except by mutual agreement of the parties.

24.6 **Work Schedule.** When a new school is opened or considerable alterations are made to an existing school which would significantly alter employees' workloads, a representative of the Superintendent and representatives of the Union shall jointly develop work schedules for all employees in the school. The recommendation will be forwarded to the Superintendent for his or her approval.

24.7 **Employer** shall have the right to transfer custodians from one school to another school due substantial problems. In all such cases the Union shall have a thirty (30) calendar day notice during which time the Union and administration shall meet and discuss the temporary transfers that will be taking place. Custodians so affected shall have the right to select available positions, as determined by the employer, at other schools based on seniority. This procedure shall be allowed only during the period between the working day after the last day of school and the working day before the first day of school.

24.8 **Notwithstanding** 24.5 (Increase in Workload) of this Agreement, the parties agree that the employer shall not be obligated to call in a custodian when another custodian is absent for the first day of the custodian's absence. After the first day of absence a custodian shall be called in under the call back provisions of this Agreement for a minimum of a three (3) hour call back. The work of the absent custodian will be divided equally among the custodians of that building to the extent practicable during the first day of the absence. This section is not applicable to the 6:00 am to 2:00 pm shift at the junior high schools.

24.9 **Union mail.** The School Committee shall allow the Union to distribute Union material through the use of the regular mail run.

24.10 The **Union President** shall be informed in writing of all leaves of absence, retirements and resignations of any employee in the bargaining unit within ten (10) business days of the occurrence.

24.11 The **Union President** shall be notified in writing of all job abolishments ten (10) business days prior to said abolition. The **Union President** shall also be notified in writing of the job pool and its logistics at job pool ten (10) calendar days prior to the job pool.
24.12 **People Deduction.** Upon receipt of a voluntary written individual order from any employees covered by this agreement on forms provided by the Union, the employer will deduct from the pay of such employee those people contributions authorized by the employee and forward said deduction to AFSCME. Deductions shall not be coupled with Union Dues and forwarded separately to AFSCME.

24.13 The School Committee shall provide tuition for courses offered in the Pawtucket Evening School or for programs that are offered to local teachers should there by space available and provided the programs or courses are job related.

24.14 In the event computer instruction is offered to teaching personnel, then said instruction shall be given to employees during non-working hours at no cost to the employees.

24.15 **Tuition Reimbursement.** The School Committee shall establish a tuition program for all employees covered by this agreement. This program shall be funded annually at the rate of ten thousand ($10,000) dollars per fiscal year and shall not be cumulative from year to year.

1) Employees shall be allowed to take one (1) course per semester. The course must be taken at a regionally accredited college, university, business or trade school. The course must be job related and approved in advance by the Superintendent of Schools. The Superintendent’s decisions in these matters is non-arbitrable.

2) Employees shall be reimbursed for the tuition cost of the course within thirty (30) days of completion of the course provided the employee receives a passing grade and provides satisfactory evidence of successful completion of the course. The employee shall report any tuition grant or scholarship money that he or she receives, and said amount will be deducted from the tuition cost to be reimbursed.

3) Upon payment being made to the employee, the employee must commit, in writing, to two further years of employment with the School Department, if the employee breaches the agreement, he or she must reimburse the School Department for the full amount of the tuition previously paid him or her, plus interest and attorneys’ fees, if legal collection activities become necessary.

4) Employees who are absent from work due to job related injuries and are receiving Workers’ Compensation shall not be eligible for this program.

5) Employees shall not be allowed to take courses during their regularly scheduled work hours.

6) The School Committee shall provide a list to the Union of all bargaining unit employees who are participating in the program. The list will include the name of the employee, the course being taken and the cost of the course.
ARTICLE 25
HOURS OF WORK

25.1 The regular starting time for the day shifts shall not be earlier than 6:00 am. and the regular quitting time for such shifts shall not be later than 4:00 pm. The second shift shall consist of eight (8) hours and the regular starting time shall not be earlier than 2:00 pm., and the regular quitting time shall not be later than 11:00 pm. Summer hours for custodians and maintenance employees shall be 6:00 am to 2:00 pm Monday through Friday.

25.2 Clerks for the academic year shall be employed for the period from the day before the opening of schools through the last day of the school year. However, they shall be required to work from September 1 to the opening day of school and from the closing day of school until June 30, exclusive of holidays upon request of the Superintendent of Schools. At the discretion of the Superintendent of Schools, Junior High School Clerks may be required to work an additional five (5) working days prior to the opening of schools. Clerks will be notified of the Superintendent's request as early as possible, but will receive no less than a two-week notification.

25.3 Teacher assistants shall be employed from the first to the last day of school in each school year. They shall not work on any day other than a school day unless requested to do so by the Superintendent.

25.4 The hours of employment for twelve-month clerks, ten-month clerks, and teacher assistants shall be determined by the Superintendent with the approval of the School Committee provided the length of the work does not increase. The Superintendent will meet ahead of time with the Union President before announcing and changing the hours of work. Hours of work, including starting and ending times, shall be set by the Employer prior to the beginning of each school year.

25.5 Lunch time allotment for clerks shall be determined by the Superintendent with the approval of the School Committee and the Union, but shall not be less than one-half (1/2) hour per day.

25.6 Hours of work are as follows:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Hours Work</th>
<th>Min. Weekly Lunch</th>
<th>Total Hours Per week</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clerk I-S</td>
<td>33.75:45</td>
<td>2.50:40</td>
<td>36.25:45</td>
</tr>
<tr>
<td>Clerk II-S</td>
<td>33.75:45</td>
<td>2.50:40</td>
<td>36.25:45</td>
</tr>
<tr>
<td>Clerk III-S</td>
<td>33.75:45</td>
<td>2.50:40</td>
<td>36.25:45</td>
</tr>
<tr>
<td>Clerk I-A</td>
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<td>40.00</td>
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<tr>
<td>Clerk II-A</td>
<td>35.00</td>
<td>52.50:60</td>
<td>40.00</td>
</tr>
<tr>
<td>Clerk III-A</td>
<td>35.00</td>
<td>52.50:60</td>
<td>40.00</td>
</tr>
<tr>
<td>Stockroom Clerk</td>
<td>35.00</td>
<td>60</td>
<td>40.00</td>
</tr>
<tr>
<td>Custodian I and II (includes delivery driver)</td>
<td>37.5:30</td>
<td>2.50:40</td>
<td>40.00</td>
</tr>
<tr>
<td>Building &amp; Maint. I &amp; II</td>
<td>35.00</td>
<td>52.50:60</td>
<td>40.00</td>
</tr>
</tbody>
</table>
Licensed Electrician 35.00 52,560 40.00
Licensed Plumber 35.00 52,560 40.00
Elementary Teacher Asst. 29.12 2,530 31,674 0
Secondary Teacher Asst. 30,83.60 2,530 33,323 0

ARTICLE 26
REGULATIONS

26.1 Regulations of the School Committee. The regulations of the School Committee shall become an integral part of the agreement. Should the Union object to any regulations, it may resort to the grievance procedure.

26.2 Teacher Assistants. The receipt of a college degree without teacher certification shall not disqualify a person from employment as a teacher assistant.

26.3 Effective July 1, 2013, any employee who has earned sixty (60) college credits shall receive a pay differential of $31.40 per week. Any employee who qualifies for this pay differential shall not be entitled to receive the certification/licensure compensation stipend.

26.4 Abolishment of Bus Driver Jobs. All bus driver jobs shall be abolished effective December 31, 2016. At that time, any bus driver may avail him or herself of the rights provided under this Agreement:

a. Bus drivers shall have a ONE-TIME bump into any position that he or she is qualified for and of any employee that is less senior to him or her, not the least senior employee in a position or classification. The employee whom the bus driver bumps can bump any employee who is less senior to him or her if said employee is qualified for the position. This is a ONE-TIME bump/domino move. The bump forms may be processed upon ratification of this agreement by the Union and the School Committee. After this one bump, each employee shall follow the regular layoff and bumping section of this Agreement.

b. All movement for the abolishment of the bus driver jobs and any successive bumping will take place on the first business day of January 2017.

c. The positions and employees affected by the abolishment of Bus Driver Jobs cannot bump into a central office position.

d. If a bus driver does not want to or cannot exercise his or her bumping rights, that bus driver's position will be treated as a layoff and the School Committee will not challenge that bus driver's filing for unemployment. This provision is not meant for a bus driver to file for unemployment then on a later date attempt to utilize his or her bumping or recall rights. Once an employee files for unemployment, he or she will not be able to bump into a position within the School Department.
ARTICLE 27
NO STRIKE/NO LOCKOUT

27.1 The Union will not cause, call or sanction any strike, work stoppage or slowdown; nor will the School Committee lockout its employees during the term of this agreement.

ARTICLE 28
MANAGEMENT RIGHTS

28.1 Subject to the terms and conditions of this agreement, the management of the school and the direction of the working forces are vested exclusively in the School Committee and its agent, the Superintendent.

ARTICLE 29
SUBCONTRACTING

29.1 The Pawtucket School Committee agrees not to subcontract any work performed by bargaining unit employees.

ARTICLE 30
RECLASSIFICATION

30.1 In the event that an employee believes that his or her job should be reclassified or upgraded or the employee has the duties and responsibilities of his or her position changed as a result of modernization, alteration or addition to the existing place of work, a review shall be conducted by the school department to determine if such changes in duties and responsibilities warrant reclassification or upgrading of the position. The Union agrees to establish a screening committee to screen all such requests for reviews. This article shall not be subject to the grievance procedure.

ARTICLE 31
WORKING IN HIGHER CLASSIFICATION

31.1 Any employee who works in a higher classification for one week or more shall receive the rate of pay for that higher classification.

ARTICLE 32
PERSONNEL FILES

32.1 All employees shall have the right to review their own personnel files. Further, all employees shall have the right to copies of any and all documents in their own personnel files. Any such request shall be made with reasonable three (3) business days' notice and in writing to the Superintendent.
ARTICLE 33
NO LAYOFF

33.1 Notwithstanding other provisions of this agreement, no employee who is a member of the bargaining unit as of August 19, 1993 shall be laid off for the duration of this Agreement.

ARTICLE 34
ONE-ON-ONE BUILDING ASSISTANTS

If the student assigned to a one-on-one Teacher Assistant relocates to a different school by reason of graduation, program-accommodation, etc., the Teacher Assistant may “follow” the student to a new location except where “following” would not be in the best interests of the student unless he or she declines to do so.

ARTICLE 35
EVALUATIONS, EFFICIENCIES AND ECONOMIES

A joint sub-committee will be formed to address the development of evaluation tools and processes for all bargaining unit members as well as efficiencies and economies. Said sub-committee will consist of 1) the Superintendent, and any four (4) members of the School Department which the Superintendent may see fit; and 2) the Union president, and any four (4) members of the Union that the president may see fit. The purpose of said sub-committee will be to advise the Superintendent regarding the development of evaluation tools and processes, efficiencies and economies.

ARTICLE 36
CERTIFICATION/LICENSE COMPENSATION STIPEND

Effective July 1, 2013, employees shall receive an annual stipend of $3,405.00 if they possess a state license or certificate (other than a driver’s license) related to their employment. Effective July 1, 2014, such employees will receive an annual stipend of $500.00. Any employee who qualifies and receives the college credit pay differential is not entitled to this stipend.

ARTICLE 37
TERMINATION

37.1 This agreement shall become effective as of July 1, 2018 and shall remain in full force and effect until June 30, 2021.
In witness whereof, the parties named herein have hereunto set their hands and seals this ___ day of ______, 2018.

FOR LOCAL 1352
R.I. COUNCIL 94,
AFSCME, AFL-CIO

Debra Findlay, President
Local 1352, RI Council 94, AFSCME, AFL-CIO

Christobal Rodriguez, Vice President
Local 1352, RI Council 94, AFSCME, AFL-CIO

Helen Connors, Chief Steward
Local 1352, RI Council 94, AFSCME, AFL-CIO

Joe Pina, Seargent-at-Arms
Local 1352, RI Council 94, AFSCME, AFL-CIO

Alexis Santoro, Attorney/Sr. Staff Rep.
RI Council 94, AFSCME, AFL-CIO

Approved:

For the Pawtucket City Council