

Approve 05/08/2012.

5.1

NEWPORT SCHOOL COMMITTEE
Special Meeting
Tuesday, April 3, 2012, 4:30 p.m.

MINUTES

1.0 OPENING ITEMS.

1.1 Call to Order. Chairperson Patrick K. Kelley called the Special Meeting of the Newport School Committee to order at 4:30 p.m. at the Newport Public Schools' Administration Center, in Room 924.

1.2 Roll Call. Attendance was as follows: School Committee Members: Chairperson Patrick K. Kelley, Vice Chairperson Rebecca Bolan, Sandra J. Flowers, Ph.D., Jo Eva Gaines, Robert J. Leary (absent), Thomas S. Phelan, and Dr. Charles P. Shoemaker. School Department: Superintendent of Schools John H. Ambrogi, Ed.D., Director of Property Services Paul Fagan, Director of Human Resources Fran Eames, and Director of Administrative Services John Miley.

1.3 Pledge of Allegiance. The Pledge of Allegiance was recited.

2.0 ACTION ITEMS.

2.1 Ratification of Collective Bargaining Agreement—Newport School Committee and Council 94-Local 841—July 1, 2011 to June 30, 2014 and Approval of Fiscal Impact Statement.

Mrs. Gaines made a motion to: ratify the Collective Bargaining Agreement between the Newport School Committee and Council 94-Local 841—July 1, 2011 to June 30, 2014 and approve the Fiscal Impact Statement. Dr. Shoemaker seconded the motion. Superintendent of Schools Dr. Ambrogi reviewed the major components and Fiscal Impact Statement of the Collective Bargaining Agreement (attachments). He stated that the district would save \$78,985 over the course of the next two years in operational expenses; but, the real benefit of this Contract relates to health-care changes for those individuals currently eligible for lifetime health benefits. Based upon preliminary estimates, Dr. Ambrogi indicated that there would be a cost avoidance of \$17.1M. Discussion followed. The motion carried (5-1). Voting against the motion was: Thomas S. Phelan.

2.2 HMFH Architects—Contract—Approval of Professional Services Supplements: Nos. 18 (Revised), 21, and 22.

Superintendent of Schools Dr. Ambrogi reviewed each of the following HMFH Architects' Professional Services Supplements: No. 18 (Revised), No. 21, and No. 22, as follows:

Dr. Ambrogi stated that PSS No. 18 (Revised) was broken down into two phases—Feasibility Study, at a cost of \$4,000; and Documentation Study, at a cost of \$9,788, totaling \$13,788. He indicated his continued dissatisfaction with this Supplement, stating that it was even more costly than the previous one which was not recommended. Dr. Ambrogi stated that he had hoped HMFH Architects would have come back with a Supplement for this entire work at a more reasonable cost. Discussion followed. Ms. Bolan made a motion to pull PSS No. 18 (Revised) off the Action Agenda. Mrs. Gaines seconded the motion, which carried unanimously (6-0).

Dr. Ambrogi stated that PSS No. 21 referred to the construction of two new classrooms and dealt with the additional design requirements for this activity. He recommended that the Committee approve this PSS in the amount of \$22,466. Mrs. Gaines made a motion to approve PSS No. 21 in the amount of \$22,466, pending approval of Action Item 2.3: Approval of Two Additional Classrooms to the Pell School. Dr. Flowers seconded the motion. Discussion followed. The motion carried unanimously (6-0).

Dr. Ambrogi stated that PSS No. 22 dealt with the fee for construction and testing and that those fees were negotiated and were a subcontract of HMFH, totaling \$60,500. He recommended that the Committee approve this PSS in the amount of \$60,500. Mrs. Gaines made a motion to approve PSS No. 22 in the amount of \$60,500, which carried (6-0).

2.3 Approval of Two Additional Classrooms to the Pell School.

Dr. Shoemaker made a motion to approve the construction of two additional classrooms to the Claiborne Pell School and authorize Bacon Construction to take the appropriate steps to move forward with such a Project, not to exceed \$350,000. Mrs. Gaines seconded the motion. Discussion followed. Dr. Ambrogi stated the Building Committee supported this action, as well as Rhode Island Department of Education's Construction Representative Mr. da Sliva, who would be forwarding a letter confirming that next week. The motion carried unanimously (6-0).

3.0 EXECUTIVE SESSION.

No Executive Session was held.

4.0 ADJOURNMENT.

At 4:50 p.m., Dr. Flowers made a motion to adjourn the meeting. Mr. Phelan seconded the motion, which carried unanimously (6-0).

Patrick K. Kelley
Chairperson

John H. Ambrogi, Ed.D.
Clerk

ATTACHMENTS:
2011-2014 Council 94-Local 841 Contract Documentation

Newport Public Schools												
Council 94 - Proposed Contract Changes												
As of 3/20/12												
SUMMARY												
				Current	Ext \$		Proposed	Ext \$		YR2	Yr3	Total
Buyback: (All buybacks are family)				Cost			Cost			2012-2013	2013-2014	\$
	Para's		22	4146	\$ 91,212		4500	99000				
	Non para's		9	6000	\$ 54,000		4500	40500				
Assumes para's are all equal												
					\$ 145,212			\$ 139,500		\$ 5,712	\$ 5,712	\$ 11,424
Longevity - additional people qualifying from Extended : 35							Contract	Contract				
People that will qualify for longevity in first two years of contract:							Yr 2	Yr3				
	Years of Service		11-14		(\$500)		21	24		\$ (10,500)	\$ (12,000)	
	Years of Service		15-19		(\$700)		4	8		\$ (2,800)	\$ (5,600)	
										\$ (13,300)	\$ (17,600)	\$ (30,900)
Health care Plan Change:							Savings:			91.6%		
	Individual		18	8320	\$ 149,760		8.4%	\$ 137,180				
	Family		40	20096	\$ 803,840		8.4%	\$ 736,317				
					\$ 953,600			\$ 873,498		\$ 80,102	\$ 80,102	\$ 160,205
Co-Share:							From 10% to 12% then 12% to 15%			2%	5%	
	Individual		18					\$ 137,180		\$ 2,744	\$ 6,859	\$ 9,603
	Family		40					\$ 736,317		\$ 14,726	\$ 36,816	\$ 51,542
								\$ 873,498		\$ 17,470	\$ 43,675	\$ 61,145
Wages:										2%	2%	
					\$ 3,041,822							
					60836					\$ (60,836)		\$ (60,836)
					\$ 3,102,658							
					62053						\$ (62,053)	\$ (62,053)
					\$ 3,164,711					\$ (60,836)	\$ (62,053)	\$ (122,889)
Total Savings										\$ 29,148	\$ 49,836	\$ 78,985

Newport Public Schools

Elimination/Reduction of Benefits-Council 94

Annual amount saved on elimination of extended benefits and change to Plan 65

3/21/2012

	Total	Family	Individual
Total people moving off Extended benefits:	35	28	7
Current Plan Costs per member	\$ 16,640	\$ 16,640	\$ 8,320
% of costs net of employee contributions	80%	80%	80%
Net Plan costs per member	\$ 13,312	\$ 13,312	\$ 6,656
Annual savings at todays net costs Ext. Benefits	\$ 419,328	\$ 372,736	\$ 46,592

Based on a 5% medical care inflation rate for 2014 and beyond (Source: 2011 Actuarial Valuation - City of Newport) and mortality at age 85, there would be a \$14.5 million dollar savings over a period of 20 years.

Health care Plan Change at age 65 - for people with 15 years or more of service:

Healthmate Coast to Coast to Plan 65 with Nursing Rider and Part D waiver Option

	Total	Family	Individual
Total members with 15 years or more	13	10	3
Healthmate Coast to Coast Costs (\$8320/Indiv.)	\$ 16,640	\$ 16,640	\$ 8,320
	80%	80%	80%
	\$ 13,312	\$ 13,312	\$ 6,656
Total existing annual Healthmate costs	\$ 153,088	\$ 133,120	\$ 19,968
Total members	13	10	3
Plan 65 With Skilled Nursing Rider (\$2191/Indiv.)	\$ 4,382	\$ 4,382	\$ 2,191
Part D Waiver (\$2004/Indiv.)	\$ 4,008	\$ 4,008	\$ 2,004
New Plan costs (\$4195/Indiv.)	\$ 8,390	\$ 8,390	\$ 4,195
	80%	80%	80%
	\$ 6,712	\$ 6,712	\$ 3,356
Total New Plan costs	\$ 77,188	\$ 67,120	\$ 10,068
Annual savings between Healthmate & Plan 65	\$ 75,900	\$ 66,000	\$ 9,900

Based on a 5% medical care inflation rate for 2014 and beyond (Source: 2011 Actuarial Valuation - City of Newport) and mortality at age 85, there would be a \$2.6 million dollar savings over a period of 20 years.

Combined savings:	Total	Family	Individual
Annual savings at todays net costs Ext. Benefits	\$ 419,328	\$ 372,736	\$ 46,592
Annual savings between Healthmate & Plan 65	\$ 75,900	\$ 66,000	\$ 9,900
Grand Total	\$ 495,228	\$ 438,736	\$ 56,492

Based on a 5% medical care inflation rate for 2014 and beyond (Source: 2011 Actuarial Valuation - City of Newport) and mortality at age 85, there would be a \$17.1 million dollar savings over a period of 20 years.

AGREEMENT BETWEEN
THE NEWPORT SCHOOL COMMITTEE
AND
R.I. COUNCIL 94, AFSCME, AFL-CIO
ON BEHALF OF
NEWPORT COUNTY SCHOOL EMPLOYEES, LOCAL 841

JULY 1, 2011 – JUNE 30, 2014

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PURPOSE

This agreement entered into by Newport School Committee, herein referred to as the Employer and Rhode Island Council 94, AFSCME, AFL-CIO hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of equitable and peaceful procedures for the resolution of differences; and the establishment of rate of pay, hours of work and conditions of employment. The Employer and the Union shall recognize and adhere to all State Labor Laws, Rules and Regulations.

ARTICLE 1

RECOGNITION

- 1.1** The Employer recognizes the Union as sole and exclusive agent for the purpose of establishing salaries, wages, hours and all other conditions of employment for all employees in the bargaining unit.
- 1.2** The bargaining unit, for the purpose of this agreement, shall consist of all support staff, except supervisors, as set forth in the certification dated June 26, 1967, Case #331727.
- 1.3** The Union agrees to indemnify and save harmless the School Committee for any and all costs and damages that the School Committee may incur as a result of the application of this sub-section.

ARTICLE 2

DUES DEDUCTION

- 2.1** The Employer agrees to the adoption of exclusive Union Check-off system whereby dues, as established by the AFSCME, will be withheld from the employee's pay at source in equal amounts from each pay, as the frequency of pay periods may require, forwarded to

Rhode Island Council 94, AFSCME, AFL-CIO, 1179 Charles Street, North Providence, R.I. 02904.

- 2.2** All employees covered by this agreement who have been employed by the School Department on or after January 1, 1960, and who have not as of this date, or do not become members of the Union during the period covered by this contract, shall, as a condition of employment, pay to the Union each month, a service charge as a contribution toward the administration of this agreement, in an amount equal to the regular monthly Union dues. The School Committee shall deduct from said non member's salary the amount set forth and shall remit the same to the Union.
- 2.3** The Union will notify the Employer thirty (30) days prior to any change in such withholdings.

ARTICLE 3

UNION SECURITY

- 3.1** Each employee who, on the effective date of this agreement, is a member of the Union, and each employee who becomes a member after the date, shall, be a condition of employment, maintain membership in the Union during the life of this agreement.

ARTICLE 4

NON-DISCRIMINATION

- 4.1** The Employer will not interfere with or discriminate in respect to any term or condition of employment, against any employee covered by this agreement because of membership in, or legitimate activity on behalf of the Union, nor will the Employer encourage membership in another Union.
- 4.2** The Union recognizes its responsibility as the exclusive bargaining agent and agrees to

represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

- 4.3** The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the agreement.

ARTICLE 5

MANAGEMENT'S RIGHTS

- 5.1** Subject to the terms and conditions of this agreement, it is understood and agreed that the School Department shall have sole jurisdiction over the management of the operations of its plant, including, but not limited to, the work to be performed, the scheduling of work, the establishment and changing of scheduled shifts and hours of work, the promotion of employees, fixing and maintaining standards of quality of work, methods of operations, the right to hire, transfer, discipline or discharge for just cause, and layoff because of lack of work or other legitimate reasons.

ARTICLE 6

HOURS OF WORK

- 6.1** Hours of work and pay grades are as stated in the job descriptions.
- 6.2** The School Committee will consult with the Union prior to making any changes in previously established working hours.
- 6.3** If any para educator is required to work any extra days during the instructional school year or beyond, such employee(s) will be compensated at their appropriate hourly rate. This does not include summer employment.
- 6.4** Post the hours on job descriptions for all bargaining unit positions.

- 6.5** Establish an ongoing labor-management consultation process at the building level – between the principal and the appropriate union representative – to establish working understandings around how to achieve needed flexibility, appropriate respect, and other matters.
- 6.6** During the summer months, all custodial and maintenance staff may adjust their working hours to report one (1) hour earlier and leave one (1) hour earlier upon approval of the Superintendent or his/her designee.

ARTICLE 7

PREMIUM PAYMENTS

- 7.1** All employees will be paid time and one half their regular rate for all hours in excess of their standard work week.
- 7.2.** The School Department shall post an overtime sheet which shall be updated monthly. Overtime refused will be a matter of record and charged to an employee for the purpose of equal distribution.
- 7.3** The Employer agrees to equitably divide and distribute all overtime work between employees insofar as possible. This distribution of overtime work shall be agreed to between the employer and the Union.
- 7.4** Any dispute arising over lack of agreement shall be subject to the grievance procedure.
- 7.5** In the event of any emergency as determined by the department head, all employees are subject to assignment to do additional duties as required provided that employees are given first choice to work in their proper work classification in their own building.
- 7.6** In any twenty-four (24) hour period, an employee who has continued to work for sixteen (16) hours or more shall be entitled to eight (8) hours rest (exclusive of travel time and established lunch period) before re-assignment. If such rest period should

overlap the employee's normal work day, the employee shall suffer no loss of pay for the time involved.

ARTICLE 8

SHIFT PREMIUM

8.1 All employees who work the second shift shall receive a twenty-five (\$.25) cent per hour shift premium. All employees who work the third shift shall receive a thirty-five (\$.35) cent per hour shift premium. The second shift shall be those hours worked between 3:00 p.m. and 11:00 p.m. Second shift hours for elementary custodians shall be those hours worked between 10:30 AM and 7:00 PM. The third shift shall be those hours worked between 11:00 p.m. and 7:30 a.m.

ARTICLE 9

CALL BACK

- 9.1** A minimum of four (4) hours additional time shall be granted to any employee who is called back to work after the employee's standard day and prior to the beginning of the employee's next standard work day.
- 9.2** In those cases where call back is necessary due to a Sonitrol Alarm Alert, a minimum of two (2) hours call back time will be paid. Should the call back for a Sonitrol Alarm Alert be on weekends and/or holidays, a minimum of four (4) hours call back will be paid.

ARTICLE 10

HOLIDAYS

10.1 All twelve-month employees shall receive the following paid holidays:

Washington's Birthday	Columbus Day
V.J. Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Day after Thanksgiving	New Year's Day
Day before Christmas	Good Friday
Day before New Year's Day	Day following Christmas
Labor Day	Martin Luther King Day

a. If an additional holiday is created in Rhode Island by the Legislature, said day shall be added to the list. If V.J. Day is eliminated as a holiday, a substitute day will be determined by negotiations during the same contractual year.

b. Clerk/typists (school year only) receive the same holidays as twelve month employees during the school year. If an additional holiday is created in Rhode Island during the school year by the legislature, said day shall be added to the Clerk/typist (school year) days. If V.J. Day is eliminated as a holiday, a substitute day will be determined by negotiations during the same contractual year. If the determination creates a holiday during the school year, such holiday will be added to the school year Clerk's holidays.

10.2 Employees working twenty (20) hours or more per week shall receive the following seven (7) holidays with pay:

Columbus Day	Martin Luther King
Thanksgiving Day	Veterans' Day
Day following Thanksgiving	Memorial Day
	Day before Christmas

Employee's working 30 hours or more per week shall receive the following 7 holidays with pay:

Columbus Day	Veterans' Day
Thanksgiving Day	Memorial Day
Day following Thanksgiving	Day before Christmas
Martin Luther King Day	

10.3 Whenever a holiday falls on an employee's scheduled day off, the employee shall receive an additional day off which will be mutually agreed to by the Employer and the employee.

10.4 All "school year" employees who work during the summer vacation shall be paid for the holidays occurring during their employment.

10.5 Employees will not be charged vacation or sick time when a holiday falls within a vacation or sick leave period.

ARTICLE 11

VACATION LEAVE

11.1 Each twelve-month employee will receive paid vacation according to the following schedule:

Completion of 1 year of service - 12 days.

Completion of 5 years of service - 15 days.

Thereafter, one (1) additional day per year will be granted to a maximum of twenty-five (25) days.

Twelve month employees will receive vacation credits starting July 1, 1995 and each July 1 thereafter. New twelve month employees will have their vacation adjusted on the first July 1 date after hire to reflect credited vacation days which have been accrued.

11.1(a) When employees shift from a 10 month to a 12 month appointments their allowable vacation time will be earned based on total years of service – taking into account the time spent in the 10 month appointment.

11.2 Vacation days can only be taken in increments of ½ days or full days.

11.3 Employees are entitled to accumulate not more than forty (40) days annual vacation leave as of June 30th of any year. If on July 1st of any year, any employee receives credits which causes said vacation days to accrue to greater than forty (40) days then said employee will be paid for accrued vacation days in excess of forty (40) days in the first payroll of the fiscal year.

11.4 Vacation will be scheduled to accommodate the work load. The Property Services Director will recommend vacation schedules for custodians and maintenance workers.

Immediate supervisors will recommend vacation schedules for their staff members. Final approval of all vacation schedules shall be determined by the Superintendent of Schools.

11.5 Vacation benefits shall be considered as accrued wages, and shall be payable upon termination or retirement of all employees eligible to receive same. Furthermore, in the event an employee expires before his/her termination or retirement, the accrued vacation wages shall be paid to the estate of the deceased.

11.6 A minimum of two (2) clerks shall be on duty at all times during the school year, including vacation periods, and during the summer months at Rogers High School, Thompson Middle School, and at the School Administration Building.

11.7 During the regular school year, all employees shall give a minimum of two (2) days advance notice when requesting vacation day (s). A minimum of ten (10)-days notice shall be given by all employees when scheduling their vacation during the months of July and August. The above procedure shall be followed except in cases of emergencies.

11.8 An employee will earn one additional day of annual leave as a reward for not taking any sick leave for one year (July through June) and said additional day must be used within six (6) months, with no reimbursement upon retirement. Under no conditions will said day be cumulative in respect to total vacation days.

ARTICLE 12

SICK LEAVE

12.1 All twelve-month employees shall earn sixteen (16) days sick leave at the rate of one and one third days per month to accumulate to a maximum of two-hundred twenty-five (225).

. School year only employees regardless of hours worked shall earn twelve (12) days sick leave at the rate of 1.20 days a month to accumulate to a maximum of 225 days. All employees will be credited annual sick leave every July 1.

- 12.2** New employees will be credited pro-rated annual sick leave based on the date of hire for the first fiscal year only.
- 12.3** Sick leave shall be interpreted to mean personal, family, or catastrophic illness. Sick leave that qualifies under the Family and Medical Leave Act shall be designated as Family and Medical leave in accordance with the Act.
- 12.4** Doctor's appointment is to be charged to sick leave, not personal leave, providing that the employee submits a written notice from the doctor which states that said appointment could not be scheduled outside of the employee's normal working day.
- 12.5** Employees, upon death, or retirement shall be paid 30% of their accumulated sick leave in excess of sixty (60) days with a maximum of 123 days for employees in 12.1.
- 12.6** An employee who is absent more than five (5) consecutive work days or more due to illness will provide a certificate from a physician or licensed medical practitioner verifying his/her illness and his/her incapacity to perform his/her duties for the entire period of absence in order to qualify for the payment of sick leave. If an employee does not wish to obtain a certificate from his/her own physician he/she may utilize the school physician for said purpose only when school is in session.
- 12.7** Employees who have completed two (2) years of service or more and have exhausted their sick leave may appeal to the Union for additional sick leave days up to a maximum of fifty (50) days from July 1 to June 30 of each year. Second and subsequent requests from July 1 to June 30 shall require approval from the Superintendent. Said appeal to the Union can only be made when the absence is due to a serious illness certified by a physician.
- Additional donated sick leave days from other employees cannot be utilized for normal maternity leave under this section. Employees may contribute on an "as needed" basis up

to a maximum of five (5) days from July 1 to June 30 of each year.

Deductions from employees' sick leave shall only be made when the employees sign an Authorization form stating the number of days that they are contributing and the name of the individual they are contributing to. There shall be no accumulation of sick leave days credited to the bank. Sick leave days contributed and not used shall be credited back to the employee.

- 12.8** Every 90 consecutive work days without calling in sick, an employee would receive one additional vacation day (but must be used within twelve months of the period earned and may be used in conjunction with other vacation days) Article 11.9 still holds.

ARTICLE 13

PERSONAL LEAVE

- 13.1** An employee shall be granted time off with pay, paid at his/her normal rate to conduct personal business. Such personal leave shall not exceed two (2) days in any one fiscal year. Personal leave shall be granted for personal business which shall mean those circumstances which require an employee's presence elsewhere during regular working hours and over which the employee has no control. This leave may not be taken immediately preceding or following a holiday or vacation period unless approved by the Superintendent or designee. School year employees shall receive 1 and one half (1 ½) personal leave per year. At employee's option, with 24 hours notice, one (1) sick day may be converted to one (1) personal day for a total of three (3) personal days for twelve (12) month employees and one-half (½) sick day may be converted to one-half (½) personal day for a total of two (2) personal days for school year employees. Any unused personal days are to be credited to the accumulative sick leave total.

ARTICLE 14

JURY DUTY

- 14.1** Employees called to jury duty shall receive full salary less the remuneration for jury duty.

ARTICLE 15

LEAVE WITHOUT PAY

- 15.1** An employee with a minimum of five (5) complete years of experience may be granted leave up to one (1) year provided the employee does not accept employment elsewhere during the period, at the discretion of the School Committee upon recommendation of the Superintendent. No employee will be granted subsequent leave without pay more than once every 3 years. This article does not restrict a leave granted for professional advancement under Article 15.2.
- 15.2** An employee with a minimum of 1 year of employment with the Newport School Department may be granted leave at the discretion of the School Committee upon recommendation of the Superintendent up to one year so that the employee may accept employment in the Newport School Department, outside of the bargaining unit in a position that advances them. That employee will be allowed to return at the end of that year to the same position vacated should they so desire. Said employee's vacated position may be posted internally and/or advertised externally – to be filled for the duration of the approved leave. The filling of such vacancies on an internal basis will only be in cases that involve professional advancement.
- In the filling of vacancies opened within the bargaining unit as a result of employees who advance themselves, the positions will be simultaneously posted internally and advertised externally, with preference given to the most senior internal candidate (consistent with

existing contract language on qualifications). This is experimental language for the term of this contract designed to apply only in this specific situation, to be reviewed at expiration to determine by mutual agreement if the arrangement should continue thereafter.

ARTICLE 16

RELIGIOUS OBSERVANCES

- 16.1** Employees may be granted up to two (2) days time off for religious observances during any given fiscal year for those employees whose religious obligations require absence from daily duties. Approval must be obtained from the Superintendent of Schools beforehand or full pay will be deducted.

ARTICLE 17

CHILDBIRTH LEAVE

- 17.1** In accordance with FMLA, a leave of absence shall be granted to an employee upon request for childbirth for one (1) year.
- 17.2** Recovery from childbirth shall be treated as any other temporary disability in terms of accumulated sick leave, seniority status, pay, medical insurance benefits, and all other fringe benefits. This leave will terminate upon release by the employee's physician, but said leave shall not exceed a period of one (1) year after birth of the child.
- 17.3** The Employer can request medical certification of employee's inability to return to work after fifty (50) working days of birth of baby if said employee is still entitled to sick leave benefits. Based on medical testimony, said employee will continue to receive sick leave.
- 17.4** An employee planning to take a childbirth leave shall notify the Superintendent or designee of her intention to leave thirty (30) days prior to the start of such a leave. However, this advanced notice shall not apply in the case of medical emergency.

17.5 The employee shall give the Superintendent or his designee fifteen (15) days notice of her intention to return to her duties from such leave.

17.6 Temporary replacements for employees on maternity leave shall not be covered by the terms of this contract.

ARTICLE 18

MILITARY LEAVE

18.1 Military leave will comply with Federal and State statutes.

ARTICLE 19

BEREAVEMENT LEAVE

19.1 In the event of death in the immediate family of an employee, he/she will be granted leave with pay not to exceed five (5) working days in each instance and such leave shall not be charged to sick leave or vacation leave.

19.2 Any regular employee may be absent for up to five (5) working days without loss of pay in the case of death of a father, mother, brother, sister, spouse, child, mother-in-law and father-in-law, or other member of the employee's immediate household.

19.3 Members of the bargaining unit shall be granted leave with pay not to exceed three (3) days in the event of the death of grandchildren or grandparents. Members of the bargaining unit shall be granted leave with pay not to exceed two (2) days in the event of the death of brother-in-law and sister-in-law.

19.4 In the event of death of an employee's niece, nephew, uncle or aunt, said employee shall be entitled to absence with full pay for one (1) working day not chargeable to the employee's sick leave or vacation accumulation.

19.5 For the death of individuals not covered by Sections 19.1-19.4 or have special

circumstances, Bereavement Leave may be granted up to five (5) days at the discretion of the Superintendent or designee.

ARTICLE 20

ABSENCE WITHOUT NOTIFICATION

- 20.1** Failure to notify the Newport School Department of an absence will result in the employee being charged with a day without pay.
- 20.2** Failure to notify the Newport School Department of an absence of four (4) or more days from July 1st to June 30th may result in the termination of the employee unless there are extenuating circumstances preventing such notification.

ARTICLE 21

BULLETIN BOARDS

- 21.1** The Employer agrees that during working hours, on the Employer's premises, Union Representatives shall be allowed to post Union notices on bulletin boards provided by the Employer and distribute Union literature.

ARTICLE 22

LEAVE FOR UNION ACTIVITIES

- 22.1** Any employee involved in a grievance shall have the right to take part at grievance meetings which may occur during the working hours without loss of pay.
- 22.2** The President or designee and a Shop Steward shall be permitted to visit schools other than their own for the purpose of investigating and/or processing grievances with approval of the Superintendent or designee.
- 22.3** One (1) delegate per hundred Union members or part thereof shall be granted time off not to exceed three (3) days to attend Regional or State Conventions with prior approval after making written request to the Superintendent.

22.4 Two (2) Executive Board members may attend the funeral of a Union member without loss of pay.

ARTICLE 23

SEVERANCE PAY

23.1 Two and one-half (2 ½) days accumulation each year which shall be paid in full to employees whose termination is for:

1. Permanent Disability.
2. Retirement after fifty-eight (58) years of age.
3. After twenty-five (25) years of service regardless of age.
4. Accumulated severance pay shall be paid to the beneficiary of an employee whose death occurs during the course of his employment, provided said employee has been employed for a period of ten (10) years.

23.2 All employees who retire from the Newport School Department will receive one hundred (\$100.00) dollars for every year they have worked for the Newport School Department in addition to the severance pay set out in Section 23.1.

ARTICLE 24

LIFE INSURANCE

24.1 All employees will be granted a \$50,000. Life Insurance Policy.

ARTICLE 25

HEALTH AND SAFETY

25.1 The School Department and the Union shall cooperate in the promotion and enforcement of safety rules and regulations.

25.2 Should an employee complain that his work requires him/her to be in unsafe or unhealthy situations, in violation of acceptable safety rules, the matter shall be considered immediately by representatives of the School Department.

25.3 The School Department will pay fifty (50%) percent of the cost for licenses necessary for plumbers and electricians who are required or need to hold such licenses.

ARTICLE 26

MEDICAL AND DENTAL COVERAGE

BLUE CROSS/BLUE SHIELD/DELTA DENTAL

26.1 a) Except for current employees enrolled in a plan different than the plan set forth below (e.g. Blue Cross Classic and/or Blue Chip), all employees shall be eligible to receive an individual or family plan, as applicable, as their medical insurance the “Healthmate Co-insurance plan from Blue Cross with the \$250.00 deductible plan including the following riders: (1). Organ transplant; (2). \$300 cap on Preferred Rx; (3). 12 Chiropractic visits; and (4). Student coverage to age 25. and (5) Delta Dental coverage that is presently in existence. The co-pay for PCP shall be \$15; all specialists \$25; urgent care \$25; and emergency room \$100.

b) Substantially equivalent health care coverage may be substituted with mutual consent of the Union and the School Committee. Consent shall not be unreasonably withheld.

An individual member or members of the Union may accept, but will not be required to accept, different health insurance coverage if offered by the School Committee (e.g. Cafeteria plan).

c) Premium Cost share

All members of the bargaining unit hired before June 30, 2007, working thirty (30) hours or more and any future retiree referred to in article 26.9 will pay the following co pays:

Effective July 1, 2011 Fiscal Year 2011-2012 **10%** the premium cost for health insurance.

Effective July 1, 2012 Fiscal Year 2012-2013 12% of the premium cost for health insurance, payable through payroll deductions.

Effective July 1, 2013 Fiscal Year 2013-2014 – **15%** of the premium cost for health insurance, payable through payroll deductions.

*Any cost share shall be paid with pre-tax dollars to the extent allowed by law.

All employees working 30 hours or more hired after June 30, 2007 will pay a 15% cost share of premium for healthcare coverage.

Cost share payment is payable through payroll deduction as an active employee or by direct payment if as a retiree.

- 26.2** Employees working thirty (30) hours or more per week shall receive all of the above benefits.
- 26.3** Employees who work twenty (20) hours or more but less than thirty (30) hours per week shall be required to pay one-half (½) of the elected health insurance premium.
- 26.4** Employees who work twenty (20) hours or more per week but less than 30 shall be required to pay one-half of the premium for Delta Dental.
- 26.5** It is agreed that two (2) members of the same family may not obtain double coverage in either plan when they are both in the bargaining unit.
- 26.6** The School Department agrees, however, to reimburse any such employee for any expenses incurred which would have been covered had the double coverage been in force.
(Applicable to employees elected health insurance).
- 26.7** In the event two members of the same family within the bargaining unit select both the Blue Cross and a Health Maintenance Organization, the Committee has no obligation to reimburse for expenses not covered by double coverage in either plan.
- 26.8** Any employee may elect to drop either the elected health insurance or Delta Dental Coverage or both under this agreement by notifying the School Department in writing and signing a waiver before a witness acknowledging the election. For all employees who waive medical coverage, the waiver amount for family plan is \$4500 and for an

individual plan is \$2000. Husbands and wives employed by the Newport School Department may elect that one employee be provided family plan coverage and the other employee may elect to receive the waiver amounts indicated above. Buy back payments shall be made in two equal payments payable on the 2nd payroll of January and 1st payroll of June. Should the employee desire that coverage be reinstated, the employee must notify the School Department and shall receive coverage on the first of the month following notice to the extent allowed by the health insurance carrier. The buy back shall be pro-rated. The employee shall indemnify and hold harmless the School Department for any injury received due to the lack of medical insurance coverage resulting from the execution of a waiver.

26.9 Extended Benefits:

- a) Effective as of this date the current Extended Benefit for lifetime health insurance will cease.
- b) Members who have more than 15 years of service as of July 1, 2012 and any person who submitted a notice of retirement by February 1, 2012 and will have 14 years of service as of July 1, 2012 will be eligible for the following health insurance coverage upon retirement:

Plan 65 with skilled nursing rider plus part D option 1 or part D option 11. The two part D waiver options would include either a 20% cost of prescriptions or (\$7/\$25/\$40) cost. The plan 65 with the skilled nursing benefits will cover the deductibles under Medicare. The affected group of members qualifying for the Plan 65 coverage can select the part D option 1 or 11.

- c) Members continuing on the Extended Benefits shall continue to contribute 5% of the premium cost of the health insurance the member has while employed in addition to the premium coshare set forth herein.
- d) Upon retirement a retiree eligible according to 26.9 (b) for the Plan 65 coverage shall pay the co share for the Plan plus 5% of the Plan 65 premium for the lifetime Extended Benefit.
- e) No one else will be eligible for medical benefits upon retirement except members who qualify under b) above and members who qualify for benefits as provided in Article 43. In no event will medical benefits be provided to a retired member after the member reaches age 65 except for those members who qualify under item 26.9 b) above, opt to take the coverage described above and pay the contribution in 26.9 c) above.

f) Members currently paying for extended benefits but not eligible to continue with those benefits will receive a return of the contributions they paid in plus interest. In addition, those members will be eligible for longevity if they qualify under the terms of the current contract.

g) Employees hired before July 1, 2007 who are waiving health insurance and had previously elected and desire to continue to be eligible for the Extended Health Care Benefit Plan and qualify to receive the Extended Health Care Benefit Plan according to 26.9 (b) will receive the buyback amounts in Section 26.8 of the cost of the medical coverage after subtracting the percent of cost share for the Extended Health Care Benefit Plan set forth in Section 43.5.

h) Employees still eligible for Extended Health Care Benefit Plan in accordance with section 26.9 (b) may opt out of Extended Health Care Benefit Plan at any time during the contract. Employees who elect to no longer participate in the Extended Health Care Benefit Plan will be entitled to receive prior contributions made toward the Extended Health Care Benefit Plan together with any interest that may have been earned on same. All monies shall be reimbursed to such employee as soon as possible following the employee's notification to the School Committee that the employee no longer wished to be part of the Extended Health Care Benefit Plan.

i) All employees hired before July 1, 2007 who do not participate in the Extended Health Care Benefit Plan and are not eligible to receive the extended health care benefit plan shall receive the below listed longevity payments added to their base pay.

1. Beginning 11th year of service through 14th year of service \$500 per year.
2. Beginning 15th year of service through 19th year of service \$700 per year.
3. Beginning 20th year of service through 24th year of service \$900 per year.
4. Beginning 25th year of service through 29th year of service \$1,100 per year.
5. Beginning 30th year of service \$1,300 per year.

Longevity represents: Years of service in Newport School Department.

Longevity shall be made available only to employees not participating in the Extended Health Care Benefit Plan.

The longevity provisions shall not apply to any employees hired July 1, 2007 or thereafter.

ARTICLE 27

ON-THE-JOB INJURY

- 27.1** All members shall be guaranteed full salary for up to one (1) year during each period of incapacity due to an on-the-job accident or injury through no fault of the employee. After one (1) year the Workers Compensation rate required by law will be paid for the duration of the incapacity. This new language will be for all claims filed on or after July 1, 1998. There will be no loss in any other benefits due an employee while on Workers Compensation.
- 27.2** The School Department shall absorb any additional medical or hospitalization costs not covered by the health insurance program in force with respect to such on-the-job accidents or injuries.

ARTICLE 28

INCLEMENT WEATHER POLICY

- 28.1** The Superintendent may suspend work, without loss of pay, during extreme weather.
- 28.2** Clerical employees are not required to report for work at any time when schools are closed because of inclement weather or other emergency. On days that schools are closed early because of inclement weather or other emergency, such employees may be permitted to leave the building at the discretion of the Superintendent.
- 28.3** ParaEducators who work twenty (20) or more hours per week shall be paid for the days they are called in and sent home early due to extreme weather conditions.
- 28.4** When schools open one hour late (delayed opening) because of inclement weather, all employees except custodians and maintenance personnel will also report one hour later than their normal reporting time.

28.5 A single compensatory day will be added for each day in which schools are closed due to inclement weather and the staff is required to report to work. Pay during days in which compensatory days are earned will be at the straight rate. The compensatory days have to be taken during school vacation periods and/or summer recess.

ARTICLE 29

SENIORITY

29.1 With the exception of the provisions in 29.9, it is hereby agreed that the parties hereto recognize that school department seniority shall govern with respect to all cases of promotion, days off, vacation time, holiday time, and recalls.

29.2 **School Department Seniority** is defined as the total length of service within the bargaining unit.

29.3 An employee shall forfeit all seniority rights accrued to him in the event that:

- (a) The employee is discharged for cause;
- (b) The employee terminates his employment voluntarily;
- (c) The employee fails to give notice within the five (5) day period outlined in the Article entitled, "Layoff and Recall"

29.4 Whenever a reduction in work force becomes necessary in any class of position or in any school, employees will be laid off in the affected classification.

29.5 Employees shall be entitled to two (2) weeks notice before layoff.

29.6 Except for the provisions of section 29.9, the employee made subject to layoff in a classification will bump an employee in that classification based on his/her School Department Seniority. If the employee can not bump within the classification, the

employee can then use school department seniority to bump in any classification, provided that it is mutually agreed that the employee possesses the appropriate base-level job qualifications required for that position and can perform the duties of the job bumped without training and satisfactory performance is demonstrated within thirty (30) working days of taking the position. If the employee is determined to be unqualified the employee will be allowed to continue exercising his or her bumping rights. A joint committee comprised of two people from the union and two from the administration will review the qualifications in situations where there are questions of whether or not an individual has the appropriate base-level qualifications. The intent is to balance opportunities for alternative assignments with the need to ensure safe and effective operations. Where a classification is removed or if the last person in the classification is removed – people then have the right to bump into other positions based on school department seniority. Any employee bumped shall return to his/her original position if the employee who bumped them does not pass the trial period, i.e., if A bumps B and A does not pass the trial period, B returns to their position while A continues the bumping process.

29.7 Employees subject to recall shall be notified of recall by the Superintendent by certified mail, return receipt requested, to the employee's last known mailing address. Said notice shall set forth that acceptance by employee shall be by certified mail, return receipt requested. A copy of such recall letter shall be given to the Union. The employee shall have seven (7) calendar days subsequent to the post date of the Employer's receipt of sending in which to notify the Superintendent that he/she will return to work. Said employee shall notify the Employer of acceptance by certified mail, return receipt requested.

- 29.8** School Department Seniority within class shall govern with respect to lateral transfers, shifts and assignments except for the language in section 29.9
- 29.9** In accordance with the BEP, all para educator positions shall be determined in accordance with the ability of the employee to fulfill a job description for the position and on the specific needs of the students, based on a successful interview, specific experience, evaluations, qualifications, and the ability of the applicant as determined by a committee of two (2) para educators, the Director of Human Resources, and the Director of Student Services. In the case of a tie, seniority shall be the deciding factor. All bargaining unit para educators who meet the qualifications for a vacant position shall be placed before a new employee is hired.

ARTICLE 30

POSTING OF VACANCIES

- 30.1** Selection for promotion, transfer or assignment to a more desirable job within the bargaining unit shall be based on School Department seniority and job qualifications (except instructional positions, see 29.9)
- Such job shall be posted within fourteen (14) days of their occurrence for period of at least seven (7) days and filled within thirty (30) days of the date of the original posting.
- 30.2** Except for the language in section 29.9, employees shall be allowed to transfer to a position within their class of position based on seniority. After said transfer, the remaining vacant position shall be posted in accordance with the above mentioned. All vacancies in the Para Educator classification will be posted and filled by the Superintendent or designee, in accordance with the collective Bargaining Agreement except transfers. Transfers within the Para Educator classification will be allowed in June, if possible, before the School Year begins. The parties may allow transfers within

the Para Educator classification at other times during the School Year if mutually agreeable.

30.3 Any vacancy that the School Committee does not intend to fill, said Committee must notify the Union of its intent in writing thereof and the reasons therefore.

30.4 In the event that a posted vacancy is not bid on by employees within the bargaining unit, then the Employer may advertise and fill said position from outside the bargaining unit.

30.5 All transfers from the schools to the administration office shall be based on office experience, knowledge of shorthand where necessary, bookkeeping and sufficient computer skills.

ARTICLE 31

NEW EMPLOYEES

31.1 New employees shall be considered probationary employees for a period of one year (12 months) from their date of hire. Upon satisfactory completion of this probationary period, the employee shall be placed on the seniority roster, and the effective date of the seniority shall be the date of hire. Successful completion shall be in the sole discretion of the Administration and shall not be grievable or arbitrable in any respect.

ARTICLE 32

DISCHARGE AND DISCIPLINE

32.1 The Employer or its agent, the Superintendent, shall have the unquestioned right to discharge any new employee during said employee's probationary period of one year (12) months.

32.2 To avoid arbitrary firings, when a department head is not satisfied with the work performance of an employee, the employee shall be counseled in the presence of a Union Representative in order to help improve the employee's performance of work.

- 32.3** With respect to the employees who have established their seniority, discharge or discipline of any such employee may be made only for just cause and in accordance with the following provisions:
- 32.4** All charges against an employee pertaining to discharge shall be made in writing and signed by the person making the same, one copy of such charge shall be filed with the Superintendent of Schools, one copy with the Union and the third copy with the employee against whom the charges have been made.
- 32.5** In the event the Superintendent of Schools suspends, disciplines, or discharges any employee as a result of such charges, the Local Union President shall immediately be notified in writing and the matter shall immediately be referred to the third step of the grievance procedure.
- 32.6** No hearing shall be public except by mutual agreement of the Employer, the Union and the employee involved.
- 32.7** 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 Employer and the person filing the charges shall have the right to retain counsel.
- 32.8** A decision in writing shall be forthcoming within five (5) calendar days after the termination of the hearing. A copy of such decision shall be immediately furnished to the Union and to the employee involved by registered mail, return receipt requested.
- 32.9** If at this point the employee is exonerated, he or she will be restored to service without prejudice and shall be compensated for any loss caused by such suspension or discharge.
- 32.10** In the event the Union feels that the decision of the Committee is an improper one, it shall have the right to refer the matter to arbitration.

ARTICLE 33

GRIEVANCE PROCEDURE

33.1 Whenever a grievance, dispute or difference shall arise between the Employer and the Union and/or any employee or group of employees, the matter shall be handled in accordance with the following procedure and shall be in writing:

STEP 1: A grievance shall be reduced to writing and presented by the Union to the employee's immediate supervisor, who shall respond in writing within forty-eight (48) hours (exclusive of Saturday and Sunday).

STEP 2. If the grievance is not resolved according to Step 1 above, within one (1) week of the Supervisor's response, the aggrieved employee and the Union shall submit the grievance to the Superintendent of Schools or designee. The Superintendent or designee shall meet within one week of the Union's request, at a time mutually convenient to both parties. The Superintendent or designee shall render a written decision to the Union within five (5) working days of the meeting.

STEP 3: If the grievance is not resolved according to Step 2 above, the aggrieved and the Union shall have one (1) week following a decision at Step 2 to request a hearing before the School Committee. The School Committee shall meet within ten (10) work days of the Union's request, at a time mutually convenient to both parties. The School Committee shall render a decision in writing within five (5) calendar days after the termination of the hearing. A copy of such decision shall be immediately furnished to the Union, and to the employee (s) involved by Registered Mail, Return Receipt Requested. It is agreed that all time frames may be extended by mutual agreement.

33.2 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.

33.3 Notwithstanding the foregoing, the parties may meet and attempt to adjust any grievance on an informal basis before a written grievance is filed.

ARTICLE 34

ARBITRATION

34.1 If the grievance, dispute or difference is still unsettled, either party may, within twenty (20) days after the reply of the School Committee is due, by written notice to the other, request arbitration

34.2 The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the American Arbitration Association shall be requested by either or both parties to provide an arbitrator.

34.3 The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall issue a decision within thirty (30) days after the conclusion of testimony and argument.

34.4 Expenses for the arbitrator's service and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

ARTICLE 35

INCLEMENT WEATHER CLOTHING

35.1 The Newport School Department will provide necessary safety and foul weather gear for those Maintenance and Custodial Personnel required to work outside in inclement

weather conditions. Such gear shall remain the property of the Newport School Department.

ARTICLE 36

LOUNGE FACILITIES

- 36.1** All lounge and lavatory facilities shall be available to certified and support staff personnel.

ARTICLE 37

NON-PERFORMANCE OF BARGAINING UNIT WORK

- 37.1** No one outside the bargaining unit shall perform work normally done by those within the bargaining unit, except in emergency cases. Special projects may be performed by a School Improvement Team or designee, by mutual consent from the Superintendent and the Union.

ARTICLE 38

WORK IN A HIGHER CLASS

- 38.1** When an employee works in an assigned higher classification, the employee shall receive the rate of pay commensurate with said classification for the hours worked.

ARTICLE 39

TAX SHELTERS AND SAVINGS BONDS

- 39.1** Employees shall be eligible to participate in a “tax Shelter” annuity plan established pursuant to United States Law #87-370. Contributions to said plan shall be deducted from payroll, if possible.

ARTICLE 40

EDUCATIONAL OPPORTUNITIES

- 40.1** All members of Council 94 shall be entitled to enter all adult education programs

sponsored by the Newport School Department, tuition free, providing said course does not interfere with job responsibilities. Programs must first have the required number of paying participants before members of Council 94 are accepted into the program. All supplies and additional expenses will be the responsibility of Council 94 members.

- 40.2** There is a strong mutual agreement between the Union and the School Department on the importance of professional development within the bargaining unit.

The School Department shall reimburse employees for pre-approved School Department related courses taken at an accredited institution. The employee must receive a passing grade of B or better or a Pass in a Pass/Fail grade scheme, the School Department shall reimburse employees for the cost of the course, registration fees and books upon furnishing evidence of satisfactory completion of the course. The School Department shall also reimburse employees who attend job related seminars, courses, programs, training seminars or testing. The maximum amount that the School Department shall reimburse shall be \$8,500 each year for the entire bargaining unit. Any such classes must be in alignment with the District's educational mission and goals as determined by the Superintendent of Schools.

- 40.3.** All employees will be compensated at their regular rate of pay and the cost of required materials should the Superintendent require training.

ARTICLE 41

NO STRIKE/NO LOCKOUT

- 41.1** The Union will not cause, call or sanction any strike, work stoppage, or slowdown, nor will the Employer lock out its employees during the term of this agreement. Nor will the Union be held liable for any unauthorized acts of its membership.

ARTICLE 42

RETIREMENT

42.1 All employees covered in this agreement will be covered by retirement according to State law.

ARTICLE 43

EARLY RETIREMENT INCENTIVE PROGRAM

43.1 Personnel interested in the program must notify the Superintendent of Schools, in writing, on or before February 1, of a given school year. Personnel entering the program will begin the program on the following July 1.

43.2 The program of early retirement is voluntary. No coercion direct or indirect, will be utilized by any member of the school administration.

43.3 In order to take advantage of the Early Retirement Incentive Program, a support staff employee must meet the following criteria:

- a. The person must be fifty-eight (58) years of age or have thirty (30) years of credited service with the R.I. State Municipal Retirement System.
- b. The person must have been employed with the Newport School Department for ten (10) years.

Members who meet the above criteria will receive the same health insurance benefits, at the co-share paid at the time of their retirement, until age 65.

43.4 Any support staff employees selecting the Early Retirement Incentive Program may be offered up to the maximum days allowed by the state per year, depending on school department needs.

43.5 Benefits for support staff personnel selecting the early retirement program would be as follows:

1. Until age 65 and not thereafter, employees who qualify shall receive the same health insurance the member had at the time of retirement.

2. Retirees covered under this plan will pay any current co-pay of the annual premium to be paid at the time of their retirement, said payment to be made annually on or before July 1st.
 - (a) The member would be eligible to receive the paid medical insurance plan and dental plan in effect with Council 94 and also receive the paid life insurance plan until age 65.
 - (b) Any medical benefit co-payments and above agreed upon contractual benefits shall not be changed for employees after the date of retirement.
 - (c) Any employee who is eligible to receive extended benefits in accordance with Article 26.9 will pay the co payment at the time of their retirement plus the additional 5%
3. Salary for any work performed by support staff personnel would be the same as the current hourly contractual rate of pay in effect at the time of assignment for the assigned position.

ARTICLE 44

SUBSTITUTES

- 44.1** When there is an absence in clerical staff, custodial or maintenance a substitute will be hired on an as-needed basis to the best of the School Department's ability.

ARTICLE 45

JOB EVALUATION COMMITTEE

- 45.1** The School Department and the Union agree to the formation of a committee composed of four (4) members, with two (2) selected by the Union and two (2) selected by the School Department. This committee by agreement shall appoint a fifth neutral member who shall be used only if the four member committee reaches an impasse on any issue before them. The committee shall meet every six months in the months of July and January. This committee shall be responsible for evaluating existing jobs in the event of a change in duties, responsibilities or skill requirements and shall be responsible for the slotting of any new positions that are added to the bargaining unit in the future. The

committee shall meet to evaluate these new positions as needed.

If the committee finds that there has been a change in duties, responsibilities or skill requirements then said committee shall be responsible for placing the job in the appropriate pay grade and classification.

ARTICLE 46

CLASSIFICATION PLAN AND PAY RATES

- 46.1** In this agreement and made part of it as Appendix A shall be established a classification and pay plan. It shall list all positions covered by this agreement by title along with the wages for each position.
- 46.2** Previous full time clerical or custodial experience in the School Department shall be computed for proper step placement, as well as toward longevity.
- 46.3** Para Educators who accept summer positions with the School Department shall be paid at the rate of step 1, pay grade 5 for whatever position is being filled.
- 46.4** All new employees hired shall be placed at Step 1 of the appropriate pay grade for their classification. This does not include summer employment.
- 46.5** Pay step increases will be every July 1. Employees shall have their pay adjusted for such steps on their anniversary date of employment. A pay schedule effective for the new fiscal year will be issued to all employees no later than July 1 each year. All school department employees shall be paid on the same day.

ARTICLE 47

CATASTROPHIC ILLNESS LEAVE

- 47.1** Catastrophic illness shall be defined as an illness that is life threatening.
- 47.2** A leave of absence without pay for a period of up to one calendar year may be granted to any employee upon application for the purpose of providing care for a member of the

immediate family (parents, spouse, children) or other members of the employee's immediate household, provided that the other member has lived within the household for a period of at least six (6) consecutive months prior to the application for such leave.

Application for this leave shall be made to the Superintendent of Schools.

47.3 To support an application for catastrophic illness leave, an employee shall provide a physician's letter delineating the medical condition of the family member requiring the care. To support an application for the continuance of catastrophic leave, the employee shall provide a physician's letter when requested by the Superintendent, delineating the current medical condition of the family member requiring the care within two weeks of the receipt of the request by the employee. The School Department shall have the right to continue the leave on the basis of the physician's letter (s). Failure to submit the physician's letter within two weeks of request, may constitute grounds for the termination of catastrophic leave granted hereunder unless there are extenuating circumstances. The Superintendent may grant a waiver or extension of the two week deadline for good cause.

47.4 The employee shall have the right of appeal to the School Committee if the request for leave or extension of leave is denied. If denied, the employee will be allowed to take said leave while the grievance is pending, provided, however, that if the grievant is unsuccessful, the School Department shall recover, through payroll deductions, the cost of medical, dental and life insurance. Such deductions shall not exceed one (1) day's pay per day period.

47.5 The employee shall receive medical, dental, and life insurance as set forth in the contract for a period of one (1) year or the length of the leave, whichever comes first.

Catastrophic illness leave shall not be awarded until all other available leaves (vacation, sick and personal leave) have been exhausted.

ARTICLE 48

PERSONNEL RECORDS

- 48.1** Each employee will have an official personnel record. Each record shall contain copies of personnel transactions, official correspondence with the employee and other relevant documents.
- 48.2** Anonymous material will not be placed in the employee's personnel record. Additions or changes to an employee's personnel file will be promptly brought to the employee's attention. The contents of an employee's personnel file shall be disclosed to the employee upon the employee's written request.

ARTICLE 49

TESTING

- 49.1** Testing for all clerical/administrative bargaining unit positions will be given twice a year by the School Department. All bargaining unit members are eligible to take these tests. The Department will also test at the time of posting of a specific Clerical/Administrative, Carpenter or Technology Technician Aide position. All tests will be established by the Superintendent or his designee subject to reasonable input from the Union. If the employee does not pass the first time, there will be one (1) makeup test within ten (10) working days. A passing grade is good for three (3) years. Employees in that class do not have to retake the test once they have passed.

ARTICLE 50

TERMINATION

- 50.1** The Employer and the Union shall implement the policy objectives herein so as to become effective July 1, 2011 and these policies shall remain in effect for the fiscal year ending June 30, 2014 and shall be automatically renewed yearly thereafter, unless either

party shall give written notice to the other party at least sixty (60) days before any subsequent anniversary date that it desires to negotiate, amend or modify any or all articles or sections of this agreement.

50.2 In the event such notice shall be given, articles or sections so stated shall be terminated as of the beginning of the subsequent fiscal year. All other articles or sections not under negotiation shall remain in full force and effect.

IN WITNESS WHEREOF, the parties named herein have hereunto set their hands and seals this _____ day of _____, 2012.

**FOR R.I. COUNCIL 94, AFSCME
AFL-CIO, ON BEHALF OF L 841
NEWPORT SCHOOL EMPLOYEES**

**FOR THE NEWPORT, R.I.
SCHOOL COMMITTEE**

Sr. Business Agent

Chairman

President, L 841

Vice Chairman

Witness

APPENDIX A

Pay Grade Classifications

<u>Position</u>	<u>Pay Grade</u>
Carpenter	10
Payroll Processor	10
Plumber	10
Secretary	10
Accounts Payable Bookkeeper	9
Clerk Typist, RHS Switchboard	8
Technology Technician's Aide	8
Clerk Typist, RHS Guidance	7
Plant Engineer	7
Information Processing Clerk Typist	6
Clerk Typists	6
Para Educators	5
Technical Assistants, NACTC	5
Library/Media Clerk, TMS	4
Custodian	3
None	2
Special Education Bus Aide	1

**APPENDIX A-1 HOURLY PAY SCALE
(PARA EDUCATORS-APPENDIX A-2)**

JULY 1, 2010 - JUNE 30, 2011 (0%)

<u>STEP</u>	<u>PAY GRADE</u>									
	1	2	3	4	5	6	7	8	9	10
1	16.05	16.48	16.87	17.28	17.74	18.12	18.56	18.98	19.38	19.81
2	16.60	16.99	17.45	17.88	18.35	18.76	19.25	19.63	20.07	20.50
3	17.17	17.65	18.05	18.46	18.98	19.39	19.87	20.33	20.76	21.20
4	17.75	18.20	18.67	19.12	19.57	20.06	20.50	20.98	21.46	21.92
5	18.32	18.77	19.28	19.76	20.20	20.68	21.16	21.63	22.13	22.58
6	18.88	19.35	19.87	20.36	20.86	21.33	21.83	22.32	22.79	23.31

JULY 1, 2011 - JUNE 30, 2012 (0%)

<u>STEP</u>	<u>PAY GRADE</u>									
	1	2	3	4	5	6	7	8	9	10
1	16.05	16.48	16.87	17.28	17.74	18.12	18.56	18.98	19.38	19.81
2	16.60	16.99	17.45	17.88	18.35	18.76	19.25	19.63	20.07	20.50
3	17.17	17.65	18.05	18.46	18.98	19.39	19.87	20.33	20.76	21.20
4	17.75	18.20	18.67	19.12	19.57	20.06	20.50	20.98	21.46	21.92
5	18.32	18.77	19.28	19.76	20.20	20.68	21.16	21.63	22.13	22.58
6	18.88	19.35	19.87	20.36	20.86	21.33	21.83	22.32	22.79	23.31

JULY 1, 2012 - JUNE 30, 2013 (2%)

<u>STEP</u>	<u>PAY GRADE</u>									
	1	2	3	4	5	6	7	8	9	10
1	16.37	16.81	17.21	17.63	18.09	18.48	18.93	19.36	19.77	20.21
2	16.93	17.33	17.80	18.24	18.72	19.14	19.64	20.02	20.47	20.91
3	17.51	18.00	18.41	18.83	19.36	19.78	20.27	20.74	21.18	21.62
4	18.11	18.56	19.04	19.50	19.96	20.46	20.91	21.40	21.89	22.36
5	18.69	19.15	19.67	20.16	20.60	21.09	21.58	22.06	22.57	23.03
6	19.26	19.74	20.27	20.77	21.28	21.76	22.27	22.77	23.25	23.78

JULY 1, 2013 - JUNE 30, 2014 (2%)

<u>STEP</u>	<u>PAY GRADE</u>									
	1	2	3	4	5	6	7	8	9	10
1	16.70	17.15	17.55	17.98	18.45	18.85	19.31	19.75	20.17	20.61
2	17.27	17.68	18.16	18.60	19.09	19.52	20.03	20.42	20.88	21.33
3	17.86	18.36	18.78	19.21	19.75	20.18	20.68	21.15	21.60	22.05
4	18.47	18.93	19.42	19.89	20.36	20.87	21.33	21.83	22.33	22.81
5	19.06	19.53	20.06	20.56	21.01	21.51	22.01	22.50	23.02	23.49
6	19.65	20.13	20.68	21.19	21.71	22.20	22.72	23.23	23.72	24.26

**APPENDIX A-2 HOURLY PAY SCALE
(PARA EDUCATORS)
JULY 1, 2010 - JUNE 30, 2011 (0%)**

<u>STEP</u>	<u>PAY GRADE</u>									
	1	2	3	4	5	6	7	8	9	10
1					17.97					
2					18.58					
3					19.21					
4					19.80					
5					20.43					
6					21.08					

JULY 1, 2011 - JUNE 30, 2012 (0%)

<u>STEP</u>	<u>PAY GRADE</u>									
	1	2	3	4	5	6	7	8	9	10
1					17.97					
2					18.58					
3					19.21					
4					19.80					
5					20.43					
6					21.08					

JULY 1, 2012 - JUNE 30, 2013 (2%)

<u>STEP</u>	<u>PAY GRADE</u>									
	1	2	3	4	5	6	7	8	9	10
1					18.33					
2					18.95					
3					19.59					
4					20.20					
5					20.84					
6					21.50					

JULY 1, 2013 - JUNE 30, 2014 (2%)

<u>STEP</u>	<u>PAY GRADE</u>									
	1	2	3	4	5	6	7	8	9	10
1					18.70					
2					19.33					
3					19.98					
4					20.60					
5					21.26					
6					21.93					

STIPULATED AGREEMENT

The parties hereto, the Newport School Department and AFSCME Local 841, agree to the following terms for the use of Temporary Special Education Aides.

1. Temporary Special Education aides can be hired by the Director of Administrative Services as deemed necessary by the Director of Special Education to provide for the needs for children. After a period of thirty (30) days, should it be determined that the aide position is necessary on a permanent basis, the position will be posted and filled immediately in accordance with the Collective Bargaining Agreement. If the position is not determined to be necessary, the temporary aide will be released on the 31st day.
2. No temporary aid or aides can work more than thirty (30) days in the same position unless mutually agreed upon by the parties. There will be no compounding of aides or daily assignments beyond thirty (30) days for any one child or thirty (30) days for any assignment(s) unless mutually agreed upon by the parties.
3. The School Department will be responsible for notifying the Union at the close of each quarter of any aides used as temporary on a "fill-in" basis or in a new unfilled position. The notification will include the names, dates of hire, and dates used for all temporary aides.
4. Substitutes for appointed positions are exclusive of this agreement.
5. This agreement can only be changed or amended by mutual agreement of the parties in writing.
6. This agreement can be rescinded by either party with a two (2) week notice in writing. If rescinded, the parties will rely on the present language of the Collective Bargaining Agreement for the use of non-bargaining unit personnel doing bargaining unit work.

For the Union

For the School Department

Date: 11/28/95

Date: 11/21/95

STIPULATED AGREEMENT

October 10, 1996

The parties, the Newport School Committee and AFSCME Council 94 Local 841, agree to the following for Custodial coverage for the Child Care Programs operated in the Newport School Department:

1. Custodians and Maintenance personnel will be paid \$20.00 for one (1) hour of work during the actual operation of the Child Care Program. The actual time for the work to be done will be agreed to by the Child Care Program Coordinator and the employee.
2. The custodian within the school building at which the program is running during the school year or any other time the program is operating will be offered the work first by seniority, then, to other Custodians and Maintenance personnel by seniority.
3. Bargaining unit employees who are injured while performing custodial work will be covered under the Child Care Program insurance coverage. Should the Child Care Program not have Workers' Compensation insurance coverage, bargaining unit employees will be covered by the Newport School Department if injured on duty.
4. This agreement will waive any rights the Union has under the Collective Bargaining concerning overtime or call in time for the duration of this agreement concerning the custodial care for the child care Program only. This agreement will be null and void if the parties do not comply with its contents.
5. This agreement will end automatically at the beginning of the new school year for 1997-1998 unless mutually agreed to extend as is, or with agreed to modifications in writing.

FOR NEWPORT SCHOOLS:

FOR THE UNION:

AFSCME, COUNCIL 94
LOCAL 841