

**AGREEMENT**

**BETWEEN**

**THE WARWICK SCHOOL COMMITTEE**

**AND**

**COUNCIL 94, WISE UNION, LOCAL 357**

*September 1, 2015*

to

*August 31, 2018*

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## **PREAMBLE**

This agreement entered into by the Warwick School Committee and the Warwick Independent School Employees Union, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the School Committee and the Union, a more definitive procedure for resolving grievances, and a cooperative effort to contribute to the growth and quality of the school system and conditions of employment of its employees.

## **RECOGNITION**

The School Committee recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating salaries, hours and other conditions of employment for all employees within the bargaining unit. The bargaining unit will consist of all non-teaching personnel in the Warwick School System who work 17 or more hours weekly with the exception of bus monitors, lunch room aides, kindergarten teacher assistants and special education teacher assistants who work less than 20 hours weekly. No bargaining unit employee under 20 hours of work weekly shall receive health, sick leave, vacation, or other benefits. Further, the School Committee will not artificially create positions of less than 20 hours and agrees that any such position created or reduced shall only be done in relation to a rational student population or business purpose requirement. The School Committee agrees to discuss with the Union any position created or reduced to less than 20 hours. As defined in Chapter 9.4, Title 28 of the General Laws of Rhode Island (Municipal Employees Arbitration Law), it is agreed that the following positions shall be excluded from the bargaining unit:

Business Office/Purchasing Manager  
Human Resource Assistant  
Secretary to the Superintendent  
Secretary to the Asst. Superintendent  
Secretary to the Director of Human Resources  
Secretary to the Director for Business Affairs  
Controller  
Transportation Manager  
Maintenance Foreman  
Area Maintenance & Custodial Supervisors  
Area Maintenance and Custodial Senior Supervisor  
Systems Analyst  
Area Maintenance & Custodial Night Supervisor  
Risk Manager/ADA Coordinator

Environmental Compliance Coordinator  
Grounds Foreman  
Manager of Information Services  
Special Services Office Manager  
Assistant Information Services Manager  
Energy Manager  
Construction Coordinator

#### **MANAGEMENT RIGHTS**

It is understood and agreed by the parties that the School Committee possesses the sole right to operate the school system and that all management rights repose in it and the administration provided that none of these rights shall be exercised so as to constitute a violation of this agreement.

Nothing in this agreement shall deprive the School Committee of its responsibilities delegated to it by the laws of the State of Rhode Island.

#### **INFORMATION EXCHANGE**

The Committee agrees to provide the Union with information not of a confidential nature and which is relevant and necessary to negotiations, providing that the information is readily available.

#### **ARTICLE I**

##### ***CHECK-OFF***

The Warwick School Committee agrees to the adoption of a check-off system whereby Union dues and agency fees will be withheld from the employee's pay in equal amounts from each pay. Such withholdings are to be transmitted to the local Union treasurer for the previous month's earnings, monthly.

#### **ARTICLE II**

##### ***UNION SECURITY***

All employees in the bargaining unit who are members of the Union shall pay dues in an amount certified to the employer by the Union.

All other employees in the bargaining unit shall pay an agency fee in an amount equal to the dues of a Union member.

### ARTICLE III

#### *HOURS OF WORK*

The basic work week and work year shall be as follows:

1. 52 weeks, 40 hours a week, 8 hours a day  
Programmer Analyst  
Network Analyst  
Technical Assistant/Dispatcher  
Computer Technician  
Electrician/Maint. Mechanic Licensed  
Plumber/Maint. Mechanic Licensed  
Plumber/Maint. Mechanic Unlicensed  
Heating/Maint. Mechanic Licensed  
Electronics Technician  
Maintenance Mechanic/Licensed  
Maintenance Mechanic/Unlicensed  
Maintenance Master Mechanic  
Carpenter/Maintenance Mechanic  
Painter/Maintenance Mechanic  
Automotive/Maintenance Mechanic  
Locksmith/Maintenance Mechanic  
Building and Maintenance Mechanic  
Senior Warehouse Person  
Warehouse Person  
Maintenance Helper  
Groundskeeper  
Head Custodian, Senior High School  
Head Custodian, Junior High School  
Head Custodian, Career Center  
Head Custodian, Elementary  
Head Custodian/Courier, Administration Building  
Custodian, Secondary/Elementary
2. 52 weeks, 35 hours a week, 7 hours a day  
Sr. Clerk - Human Resources, Buildings & Grounds, Career Center, Special Services  
Guidance Clerk, Sr. High.  
Sr. Clerk Typist, Athletics  
Sr. Clerk, Benefits  
Sr. Clerk Typist - Business Office  
Sr. Clerk/Technical Assistant, Federal Programs  
Secretary - Administration Bldg., Buildings & Grounds  
Secretary, Secondary School



- Data Systems Specialist
  - Purchasing Technician
  - Clerk Technician
  - Employment Technician
  - Injury/Pension Technician
  - Senior Accountant
  - Accounting Technician
  - General Accountant
  - Payroll Clerk
  - School Lunch Technician
  - Audio Visual Clerk
  - Night Custodian, Career Center
  - Night Custodian, Winman
3. 36 weeks, 35 hours a week, 7 hours a day  
Senior Clerk Typist, Career Center  
Teacher Assistant, Special Services  
Teacher Assistant, Kindergarten
  4. 42 weeks, 35 hours a week, 7 hours a day  
Cleaner
  5. 40 weeks, 35 hours a week, 7 hours a day  
Elementary Secretary
  6. 40 weeks, 20 hours a week, 4 hours a day  
Elementary Secretary
  7. 38 weeks, 35 hours a week 7 hours a day  
Guidance Clerk Typist, Jr. High  
Sr. Clerk Typist, Reading  
Purchasing Clerk Typist  
Attendance Clerk Typist  
Departmental Clerk Typist  
Library Clerk  
Sr. Clerk, Career Center
  8. 52 weeks, 6 days/week, 40 hours/week  
Custodian, Secondary (Six Nights)
  9. 52 weeks, 35 hours a week, 7 hours per day, Custodian,  
Greene Annex (Temporary)

It is recognized that there may be other work schedules peculiar to certain classes of positions, and such exceptions shall remain in full force and effect. In the event that it becomes necessary to change the scheduled work hours in any area which involves a member of the bargaining

unit, the parties hereto shall make every effort to agree mutually on the hours of such schedules, and the School Committee shall so fix the hours. In the event of disagreement, changes shall be instituted by the School Committee, subject to the grievance and arbitration article herein contained.

The School Committee may, however, change an employee's work schedule by adjusting the starting and ending time of his/her work day by one hour (based on existing schedules). Such adjustment will be limited to one-per-year per person.

Any other provisions of this Agreement to the contrary notwithstanding, after thirty (30) days notice to the Union, the School Committee may establish shift schedules for all or any portion of the Maintenance Division of the Department of Buildings and Grounds consisting of four (4) ten (10) hour days, Monday through Thursday and/or Tuesday through Friday. Positions on each shift shall be posted and awarded on the basis of seniority within job classifications. A four (4) day, ten (10) hour shift which includes Saturdays may be established for employees volunteering therefore. Volunteers will not be permitted to transfer to another shift during their first year as members on said shift except with the consent of the Director.

Employees assigned to ten-hour shifts as aforesaid will receive eight hours of compensatory time off for any holiday falling on a weekday on which they are not scheduled to work. For a holiday falling on a weekday on which they are scheduled to work, they shall receive ten hours holiday pay.

- A. Time and one-half shall be paid for all work performed in excess of the established basic work day when required.
- B. Time and one-half shall be paid for all work performed on a holiday plus their holiday pay.
- C. Employees who are required to work during their vacation shall be paid at their regular rate of pay plus their vacation pay.
- D. A minimum of time and one-half shall be paid for all hours worked on the sixth day of any work week except in instances where the sixth day is part of the basic work week.
- E. A minimum of double time shall be paid for all hours worked on the seventh day of any work week except in

instances where the seventh day is part of the basic work week.

During school vacations, cleaners in the junior and senior high schools shall report to work at a time determined by majority vote of the cleaners assigned to the building at the beginning of each school year.

There shall be only one vote and the hours of work as determined by the vote, shall remain in force for said year.

- F. Any employee called back to work at the end of a regular work day shall receive a minimum of four (4) hours at the rate of time and one-half.
- G. A wage differential of \$15.00 per week shall be paid for work performed when the major portion of their work schedule falls between 3:00 P.M. and 7:00 A.M.
- H. Custodians who are assigned to work at extra-curricular activities and which time is beyond their normal work day, shall be paid at their regular rate of pay for all hours worked but no less than four hours within one month of the date of work. Payment will occur within three pay periods of the date of submission of the Use of Building Form to the Business Office.

Any member of the bargaining unit hired to cover any activity within the school shall report to work at least 15 minutes or earlier if requested, before the event begins.

Except in the case of specialized work that cannot be performed effectively by a member of the bargaining unit, overtime will be offered first to members of the bargaining unit before assigning it to non-members of the bargaining unit for pay. This shall not prevent the school department from assigning overtime work to non-bargaining unit members for which the time is not paid.

The School Committee will hire a member of the custodial staff, and where deemed necessary, an additional member of the custodial staff, for activities held in a secondary school, where attendance can reasonably be expected to exceed sixty-five (65) people.

Activities involving only one gender shall, whenever possible, be attended by the appropriate gender for custodial services. If the appropriate gender is not

available, then the next person will be used from the rotation list.

Activities in the elementary school which can reasonably be expected to exceed 150 people and where refreshments are served shall be attended by a member of the custodial staff. The annual Open House is excluded in this provision.

Activities of PTA, PTO, Boy or Girl Scouts and other youth organizations shall be exempt from the above provisions.

All employees shall be guaranteed a minimum of four (4) hours' pay at the overtime rate.

- I. Bus Drivers shall be allowed one-half hour per day for servicing their bus within their basic work day.
- J. Sufficient time within the employee's basic work day will be allowed to comply with any time clock requirements and other school department work requirements.
- K. Employees who work during the period between the end of their work year and the start of the next work year shall be paid at their regular rate of pay.
- L. Bargaining unit members who train/instruct as part of a staff development program will be compensated for up to three (3) hours preparation time and up to two (2) hours assessment time at their regular rate of pay.

#### ***LONGEVITY RECOGNITION***

All employees shall be entitled to receive longevity recognition as follows:

- 1. After ten (10) years of service and at the beginning of the eleventh year of service, five percent (5%) of their basic current annual salary.
- 2. After fifteen (15) years of service and at the beginning of the sixteenth year of service, ten percent (10%) of their basic current annual salary.
- 3. After twenty (20) years of service and at the beginning of the twenty-first year of service fifteen (15%) percent of their current annual salary.

4. After twenty-five (25) years of service and at the beginning of the twenty-sixth year of service, twenty percent (20%) of their basic current annual salary.

Longevity increases shall be regarded as additions to basic current annual salaries paid for the positions as set forth in the salary schedule.

Insofar as feasible, at least thirty (30) days before an employee is scheduled to receive his/her longevity increase, he/she shall be notified by the school department.

If an employee is promoted to an administrative position which is not covered by the longevity regulations, his longevity status as a unit employee of the school department shall be re-established if he/she subsequently reverts to a classification which is covered by these longevity regulations, i.e., his/her longevity in the class to which he/she reverts is the longevity he/she would have rated had he/she never left his/her classification.

#### **ARTICLE IV**

##### **HOLIDAYS**

A. Employees who work 20 hours or more per week shall be paid holidays unless they fall on a Saturday or Sunday, in which case they will not be paid. Holidays which fall on Sunday, and which are legally celebrated on the following day, and which day would otherwise have been a regular work day, shall be paid for.

New Years Day  
Martin Luther King Day  
President's Day  
Good Friday  
Memorial Day  
Fourth of July  
Victory Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving (Effective February 1, 1989) - All Employees  
Christmas  
Two Jewish holidays for those of Jewish faith who wish to observe such holidays.

- B. Whenever a holiday falls on the employee's scheduled day off, the employee shall receive an additional day of pay.
- C. Whenever a holiday falls during the employee's scheduled vacation, said employee shall receive an additional day off.
- D. Employees shall not be called back to work while on vacation except for emergency work, and if called back shall receive the regular vacation pay plus straight time for the hours they have worked.
- E. Whenever a holiday falls during a period of paid sick leave, said employee shall be granted regular pay for that day but not sick leave pay.

## **ARTICLE V**

### ***SENIORITY***

- A. The School Committee shall establish a seniority list and the same shall be made available to the Union within thirty (30) days of the signing of this agreement. The School Committee thereafter shall bring the seniority list up to date semi-annually and shall make the same available to the Union with reasonable advanced notice of request.
- B. Effective February 1, 1991, employees who work 17-or-more hours per week shall accrue seniority within the bargaining unit.
- C. Seniority is defined as the total length of an employee's continuous service with the school department.
- D. Selection and/or promotion and/or transfer to a more desirable position within the bargaining unit shall be made on the basis of qualifications and seniority. If qualifications are determined to be equal by the Director of Human Resources, in consultation with the appropriate department head, seniority within the School Department shall be the deciding factor.

Transfers shall not be executed arbitrarily.

E. In instances where Teacher Assistants are needed for events beyond their regular work day assignments, at all levels, will first be offered to One-on-One Teacher Assistants for their student(s). At the elementary level, assignments will then be offered to Teacher Assistants working with a student in their class. Thereafter, the established School Committee's seniority list will be used, in rotation, for Assistants within each building and within the Department.

### ***EXAMINATIONS***

In the event that examinations are administered by the Human Resource Office as part of the qualifications assessment and determination procedure, the examinations given for a particular position shall be uniformly administered to all candidates who bid for the position.

Dictation tests shall be given on the same day, at the same time and by the same person.

In the event that there is a complaint from the Union about the examinations used, the Union President may examine a copy of the test administered for the particular position in the Human Resources Office.

F. When a position within the bargaining unit becomes vacant, and which is not going to be discontinued, the School Committee agrees to post notice of same in each school building, within thirty (30) days of the vacancy. The posting shall be posted for five (5) working days. Such positions shall be filled within forty-five (45) days of posting, except in the case of acting head custodian, if the absence is to be for more than one month, which shall be posted within three (3) days of the absence and filled within five (5) days of the absence. The School Committee may fill the position during the posting period.

Postings will normally designate the job classification, pay rate, shift where applicable, location where applicable and premium pay, if any.

G. Employees who desire to bid will do so in writing in a manner prescribed by the School Committee.

A member of the bargaining unit may only bid successfully twice a year.

- H. Vacancies which occur and are to be filled during the summer months will be advertised in a local newspaper for two (2) days, Thursday of one week and Tuesday of the following week.
- I. An employee appointed to a posted vacancy shall have twenty working (20) days in which to qualify for the position and cannot be removed from said position after 20 days without progressive discipline (see Article VII, Discharge and Discipline). An employee may notify the Human Resource Office within twenty (20) working days that he/she does not wish to continue in the new position and request to return to his/her previous position.

If unable to qualify for the position, or if a request is made to return to the previous position as provided above, he/she shall be returned to the same position.

In instances where the Union questions the appointment of a person to a position in the bargaining unit, it shall, within seven (7) days of its written request, be given a list of applicants for the position who are members of the bargaining unit, and also the name of the person appointed to the position, whether or not he/she is a member of the bargaining unit.

- J. If a position vacancy which has been posted has not been filled within fifty (50) days, and which has not been discontinued, it shall be reposted.

A member of the bargaining unit not appointed to a position for which he/she has applied, shall be entitled to written notification of the reasons for the denial of the appointment, if he/she so requests.

Job awards shall be sent to the Union monthly. Such information shall include the name, date of appointment, assignment and posting number. In the event of layoff, employees shall be laid off in the following manner:

1. Temporary employees
2. Substitute employees
3. Probationary employees
4. Permanent employees

Effective February 1, 1983, substitute employees shall have no seniority status.



Among permanent employees, layoffs shall be executed according to seniority in the school system. Laid off employees shall have the right to replace any employee with less seniority, provided he/she can immediately and efficiently perform the duties and assume the responsibilities of the position within a normal "new position adjustment" period of two (2) weeks.

Employees who exercise their seniority, as mentioned above, shall remain in that position until recalled to their permanent position.

Employees shall be entitled to exercise their seniority only one time unless said employee is subsequently replaced, or another layoff occurs.

- K. The term "substitute employee" shall mean a person who is replacing a regular employee because of a temporary absence. Substitutes shall have no rights provided by this agreement and shall not be part of the bargaining unit.
- L. The term "probationary employee" shall mean a new person hired as a result of a posted vacancy and who is employed in a posted, permanent position for a period of less than three (3) months. During this time an employee may be terminated at any time for any reason except discrimination in violation of Article XVI without recourse to the grievance procedure. By mutual consent of the parties, the probationary period may be extended for an additional 30 days. A probationary employee may bid on another posted position during the probationary period. The probationary period will start over when an appointed employee moves from a part-time to a full-time position or moves to a different job description.

Employees shall be notified by the Human Resource Office upon completion of their probationary period.

- M. The term "permanent employee" shall mean a person who has been hired as a result of a posted vacancy and has been employed by the school department continuously on a full-time basis in a permanent position for a period longer than three (3) months.
- N. The term "temporary employee" shall mean a person who has been hired to work in a position which has become vacant and which has not been filled permanently. It shall also mean a person who has been employed to work for a period

not to exceed thirty (30) days, to provide supplementary service to the school department.

- O. Any employee who is employed on a regularly-scheduled basis shall be considered as an employee employed continuously on a full-time basis.
- P. Before being laid off, a member of the bargaining unit shall be given at least two (2) weeks notice. Employees shall be recalled in reverse order of their layoff.
- Q. In the event of large-scale layoffs and the maintenance of a skeleton force in the school system is necessary, every reasonable effort will be made to use fifty-two (52) week employees, to the extent that they are able to perform the required duties of designated jobs.

Within five (5) days after notification, the member of the bargaining unit shall complete a "bumping" form and designate the position he/she wishes to occupy and submit said form to the Director of Human Resources with a copy to the Union President. The Director of Human Resources shall review form to the Director of Human Resources with a copy to the Union the bumping form and confirm the transfer in writing to the employee and the Union President.

- R. Recalled employees shall be notified by the School Committee by registered mail, return receipt requested. A recalled employee shall have seven (7) calendar days subsequent to the date of signature on the receipt in which to notify the School Committee of his/her intention to return as required by the Warwick Public Schools.
- S. If a laid-off person who is recalled to work declines or fails to return timely, he shall be considered terminated from employment with the Warwick School Department. The School Committee shall send out notices of recall by registered or certified mail, return receipt requested. An employee recalled to work shall be guaranteed at least two (2) months' work.
- T. In the event of cut-backs or layoffs, job assignments shall be defined for those employees remaining in a particular department, and posted in an appropriate location.
- U. Effective September 1, 2000, any employee who takes another job with the School Department, outside the bargaining unit, will not retain any seniority status if

he/she subsequently reverts to a classification within the bargaining unit. Provided, however, the employee may return within sixty (60) days retaining seniority status. Provided, further, the vacant position will be posted as a temporary position after thirty (30) days of vacancy, and as a permanent position after sixty (60) days.

- V. The School Committee and the Union agrees that an employee who has given faithful service in the employ of the School Department and who has become unable to handle his regular work shall be given every consideration for employment in a position he/she is able to effectively perform.
- W. A list of new and terminated employees will be forwarded monthly to the Union President. Said list shall contain the member of the bargaining unit's name, job posting number and building assignment.
- X. The School Committee shall not contract out work performed by members of the bargaining unit during the life of this contract except in the instance of technological changes, manpower shortages or changes mandated by law. Any employee whose position is eliminated by subcontracting shall remain in the same pay grade and grandfathered in with appropriate pay increases. Provided further that the number of the bargaining unit members shall not be reduced as a result of subcontracting. It is the intention of the parties that "manpower shortages" shall not be used by the School Committee as a rationale for subcontracting out in those instances where the work to be performed would require a continuing and permanent need for additional bargaining unit members.

This language does not apply to work that is presently contracted out or has been contracted out in the past.

Notwithstanding the other language in this section, the services previously provided by the bus drivers and bus aides and that of the Senior Clerk Typist, Transportation will be privatized effective September 1, 2011 and will not constitute a violation of the collective bargaining agreement. See *Appendix B, Side Letter of Agreement concerning the Displacement Plan for transportation workers.*

Y. All bargaining unit members are subject to an annual performance evaluation by his or her supervisor on an annual basis. Attached as Appendix C is an acceptable form of evaluation. The parties will meet to review and discuss the evaluation instrument and its contents in September 2012 at a mutually agreed to time.

### **TEACHER ASSISTANTS' JOB FAIR**

Beginning in 2004, there will be a Teacher Assistant Job Fair in the first week of August (unless changed by agreement of the parties) for all current Teacher Assistants to bid on available vacancies who send written notice to the Director of Human Resources that they desire to attend the Teacher Assistant Job Fair. Those Teacher Assistants who have been displaced or who have no permanent assignment will be required to attend the Teacher Assistant Job Fair.

The following provisions apply specifically to Teacher Assistants to enable assignment changes with minimal disruption to staff and students:

1. Effective January 4, 2004, Teacher Assistant postings for vacancies which occur after the Job Fair and/or during the school year will be for temporary assignments only and will be available to persons not currently holding Teacher Assistant positions. At the end of the school year, that position will be available for bidding by all Teacher Assistants at the Job Fair. [Modifies Article V, Para. E Posting of Vacancies]
2. Current Teacher Assistants may not transfer except at the Job Fair. Members other than current Teacher Assistants who bid into a Teacher Assistant position are eligible for and subject to the provisions of Article V, Para. H (20-day Probation Period).
3. All Teacher Assistants who are displaced due to elimination of their position shall obtain a temporary assignment from the Director of Human Resources and the Director of Special Services with input from the Union and report to the Teacher Assistant Job Fair to obtain a new permanent assignment.

Teacher Assistants who are displaced after the school year ends but before the Teacher Assistant Job Fair shall report to the Teacher Assistant Job Fair to obtain a new permanent assignment.

Teacher Assistants who are displaced after the Teacher Assistant Job Fair and before the start of the school year shall be placed in an available position by the Director of Human Resources and the Director of Special Services with input from the Union and report to the next Teacher Assistant Job Fair to obtain a new permanent assignment.

If there are multiple temporary assignments available when a displaced person needs an assignment, the displaced person may select among those assignments for which he/she is qualified.

4. If a Teacher Assistant vacancy occurs during the school year which the school department determines is necessary to fill, then the position will be filled on a temporary basis by a displaced Teacher Assistant first, then a permanent employee not currently holding a Teacher Assistant position for the remainder of the school year pursuant to the procedure outlined in Article V, Paragraph E. If the school department determines that the position needs to be filled for the following school year, the position will be available for bidding at the Teacher Assistant Job Fair.
5. If changes occur to a Teacher Assistant's position during the summer that the school department becomes aware of, he or she will be notified.
6. The Teacher Assistant Job Fair will be conducted in accordance with the following rules:
  - A. The Job Fair will be held prior to the start of school in the first week of August at a date and time mutually agreed to by the parties. The Director of Human Resources and the Union President will confer on or before June 1st of each year and agree to a date of the Job Fair. Notice of the date for the Job Fair will be posted on the school department website and in each school before the end of the school year.
  - B. Teacher Assistants who submit a written request for a voluntary transfer to the Director of Human Resources by July 15 will be allowed to attend the Job Fair.
  - C. Teacher Assistants who are required to attend the Job Fair to obtain a permanent assignment will be so notified and will include the following:

1. Teacher Assistants hired and placed in a vacancy which became available after the conclusion of the prior year's Job Fair must go to the Job Fair to secure a permanent assignment.
  2. Teacher Assistants whose positions were eliminated as outlined in paragraph 3 above must secure a new permanent assignment.
- D. Every Teacher Assistant who requests a voluntary transfer or is required to attend the Job Fair will receive an invitation to the Job Fair. To gain admittance to the Job Fair, a Teacher Assistant must present this "invitation."
- E. All assignments which become available after the prior year's Job Fair will be "posted" at the Job Fair. In addition, any new positions for the coming school year will be posted at the Job Fair.
- F. On the day of the Job Fair, Teacher Assistants will be provided with a "Vacancy List" which will include information relative to the assignment (i.e., one-on-one assignment, male/female child, program specifics, inclusion school, teacher.)
- G. Upon entry into the Job Fair, each Teacher Assistant will be provided with a card indicating his/her seniority date which shall be used throughout the bidding process for each vacancy and modified as necessary to ensure that no more than two successful bids per Teacher Assistant are permitted.
- H. A Teacher Assistant will only be allowed to become a successful bidder twice at the Job Fair. The successful bidder may not reverse his/her bid after being awarded the position, however.
- I. Late arrivals at the Job Fair will be given the opportunity to bid on any subsequent positions being offered for bid after their arrival. However, no bids will be accepted for positions offered for bid prior to arrival at the Job Fair.

- J. If a Teacher Assistant is unable to attend the Job Fair in person, he/she may, upon completion of a Job Fair Proxy Form, delegate an individual to serve as his/her personal representative with full responsibility to act on his/her behalf at the Job Fair.
- K. Vacancies which are created through the bidding process at the Job Fair will become available for bidding at the Job Fair.
- L. Effective for the Job Fair held in August 2005, due to the nature of an assignment and its specific qualifications/requirements, it may become necessary to "restrict bidding" on positions (i.e., deaf interpreter, PDD/Autism assignments, assignments where a specific qualification is required). To assure that all Teacher Assistants are placed, it may be necessary to restrict bidding to assure all individuals are placed (i.e., an individual currently in a Deaf Interpreter or PDD assignment bids into a "regular" Teacher Assistant classroom. By doing so there would be insufficient positions for those Teacher Assistants who need to be placed in a permanent assignment because they cannot assume the Deaf Interpreter or PDD assignment).
- M. The Union President will be notified, as soon as possible after the information becomes available of any assignment available at the Teacher Assistant Job Fair which requires a license or specific qualifications. It will then be the responsibility of the teacher assistant to send a letter requesting a review of his/her credentials to the Human Resources Office by July 15. After review, an acknowledgement of his/her having met the qualifications criteria will be sent to the Teacher Assistant. The Teacher Assistant must present this "acknowledgement of qualifications" at the Job Fair when bidding on a position.
- N. Assignments will be awarded to the most senior bidder who meets the license or specific qualifications for the position as verified by a credentialing acknowledgement letter. In the case of common seniority dates, a draw lot will be held to determine the successful bidder.

- O. Any Teacher Assistant vacancy which remains unfilled after the Job Fair will be posted system-wide and available to all qualified individuals other than current Teacher Assistants. The individual appointed to the position will own the assignment for that school year.
  - P. After successfully bidding on a position, a written confirmation of the assignment they secure at the Job Fair will be given to the Teacher Assistant.
  - Q. A list of Teacher Assistants who have requested to attend the Job Fair shall be maintained by the administration and made available to the Union upon request. Information pertaining to the transfer of Teacher Assistants which took place at the Job Fair shall be made available on request to the Director of Human Resources.
- 7. Further, the School Committee will agree to post on the school district's website with a copy to the Union President a list of known vacancies on June 30, July 14 and one week before the Job Fair.
  - 8. Article V, Examinations, Para. J will govern Teacher Assistant layoffs which will only occur if all available positions have been assigned at the Job Fair and there are no assignments available for each of the Teacher Assistants who have been displaced.
  - 9. Effective upon signing of this contract, the School Committee agrees to make available to Teacher Assistants a suitable training program which, upon successful completion of same, will enable Teacher Assistants to bid on positions in the PDD/Autism program.
  - 10. Effective the 2004-2005 school year, the School Committee shall add twenty (\$20.00) dollars per week to the Teacher Assistant contractual work year salary as long as there continues to be a Teacher Assistant Job Fair.

## **ARTICLE VI**

### **VACATIONS**



Vacations for regularly employed clerks, custodial, maintenance, transportation and other classified, non-administrative personnel who work 20 hours or more per week may be taken year round provided that requests for specific dates may be denied where the operational needs of a department are in conflict with the request. Conflicts in requests for vacation shall be resolved on the basis of job classification and seniority. Employees will schedule their entitled vacation days using a form distributed by April 1 of each year. Scheduled days can be changed using an available form.

Custodial and maintenance employees must work the week before and the week of the opening of school.

At least one person per trade/job classification needs to be in attendance at all times unless exceptions are approved by the director. If there is only one person within a trade, vacation approvals will be made based on the operational needs of the department.

Custodial vacation time will be limited to allow not more than 50% of the personnel in the same building at the same time.

An employee who works 20 hours or more per week will be allowed to accumulate beginning with the first calendar month worked. Employees who work 35 hours or more per week will accumulate vacation time up to a maximum of:

- 10 days After 50 weeks of continuous employment
- 8 days After 40 weeks of continuous employment
- 6 days After 30 weeks of continuous employment

Vacation benefits for weekend custodians and the part-time custodian in the Hoxsie-Cottrell Building will be pro-rated in accordance with the number of hours worked each week.

Vacation leave shall not be extended beyond the limits set out in the above paragraph, and must be taken annually as provided.

Employees, after three (3) years of continuous service prior to June 1<sup>st</sup> of the year in which their vacation occurs, shall be entitled to an additional day of vacation for each year of service in excess of three (3) years.

Employees who work a 52-week work year, after eight (8) years of continuous service prior to June 1<sup>st</sup> of the year in

which their vacation occurs, shall be entitled to an accumulated vacation period of nineteen (19) days.

Employees whose work year is less than 52 weeks, after eight (8) years of continuous service prior to June 1<sup>st</sup> of the year in which their vacation occurs, shall be entitled to an accumulated vacation period of seventeen (17) days.

Vacations shall be granted according to schedules approved by the School Department, and, insofar as possible, seniority in classification will govern. If, during an employee's vacation period, a legal holiday falls on a normal work day of the employee, he/she shall receive an additional day off at a time to be designated by the appropriate department head or administrative official.

In order to receive vacation pay on the Friday before a scheduled vacation, members of the bargaining unit must make said request a minimum of ten (10) working days prior to the start of the scheduled vacation.

At the death of an employee, full accrual shall be paid to his/her beneficiary. Upon request, information of such payment shall be made available to the Union.

Employees who work 36, 38, and 40 weeks may use accrued vacation days during regularly scheduled school recesses by returning the form issued by the Human Resource Department.

## **ARTICLE VII**

### ***DISCHARGE AND DISCIPLINE***

Employees may be discharged or disciplined for just cause. The discharge of an employee which is considered unjust by the Union may be subject to the grievance procedure as herein contained. Such grievance shall begin at the level of the Director of Human Resources.

### ***PROGRESSIVE DISCIPLINE***

The employer agrees with the concept of progressive discipline and disciplinary action or measures may include one of the following dependent upon the severity of the infraction:

1. Oral reprimand
2. Written reprimand

3. Suspension with pay
4. Suspension without pay
5. Demotion
6. Involuntary transfer
7. Discharge

All charges, other than those which would result in an oral reprimand against an employee shall be made in writing and signed by the person making the charge. A copy of such charge shall be filed with the Human Resource Office, the Union, and the Employee.

## **ARTICLE VIII**

### ***WAGES***

- A. New employees shall receive at the time of employment the minimum wage for the classification to which they are assigned.
- B. When an employee is required to work in a higher classification, he/she will receive the lowest salary rate of that higher classification which will provide a pay increase effective the third consecutive day of such assignment.
- C. Over a five (5) year period beginning February 1, 1980, all classifications in the bargaining unit which are currently divided into five wage steps will be decreased to three wage steps. In bargaining unit positions assigned to classification numbers 1 through 6, steps 2 and 4 will be gradually eliminated in such a way that by February 1, 1985, all such positions will be divided into three (3) wage schedules.
- D. Upon completion of wage negotiations, the School Committee shall prepare and submit to the Union a copy of the mutually agreed wage schedule covering the classification of personnel in the bargaining unit and said wage schedule shall become a part of the written agreement. All employees covered by this agreement shall be paid on a weekly basis.
- E. Pay deduction shall be made no later than three (3) weeks following the payroll period in which the reason for the deduction occurred.

- F. Direct deposit will be offered to all employees in the bargaining unit, effective September 1, 2000.
- G. When an emergency causes all schools in the system to close, all employees shall be paid for the day or days. Said time shall be deducted from the member of the bargaining unit's vacation pay for the less than 52-week employees.

Closings due to strikes or work stoppages of any kind by the Warwick Independent School Employees Union shall not be considered as an emergency and the above shall not apply.

- H. In order to be eligible for a salary step increase in February, a member of the bargaining unit must have been continuously employed in the Warwick School Department for a period of at least six (6) months. This provision shall apply only to employees hired on or after February 1, 1980.

## **ARTICLE IX**

### ***SICK LEAVE***

- A. All employees who work 20 hours or more per week are covered under this agreement. Employees who work 35 hours or more per week shall receive fifteen days sick leave per year accumulated at 1-1/4 days per month. Benefits for weekend custodians and the part-time custodian in the Hoxsie-Cottrell Building will be pro-rated in accordance with the number of hours worked each week.
- B. They shall be credited with eight (8) days on September 1<sup>st</sup> and seven (7) days on February 1<sup>st</sup> of each year added to any accumulated balance, provided, however, the total accumulation of full pay sick leave days does not exceed one-hundred and fifteen (115) days.
- C. In case of absence for illness, the accumulative sick leave for an employee shall be reduced one day for each day of illness until the accumulative sick leave has been exhausted.

Any balance of accumulative sick leave at the end of the fiscal year shall be added to the fifteen (15) days entitlement of the next year provided that the total

accumulation does not exceed one-hundred fifteen (115) days.

- D. Effective February 1, 1991, after a period of three (3) months on exhausted sick leave an employee will not accrue sick leave until their return to active employment.
- E. Upon retirement, a member will receive payment for 30% of all unused accumulated sick leave days at \$30.00 per day subject to the Memoranda of Agreements dated May 16, 2001 and February 1, 2005.

#### ***TERMINATION OF SICK LEAVE ALLOWANCES***

Sick leave allowances shall at no time be considered as a basis for the collection of severance pay, terminal leave, or in any other manner, except as a sick leave allowance for personal illness. The Superintendent may inaugurate and maintain whatever additional safeguard he may deem necessary in order to prevent abuses of privilege and to discipline employees found guilty of such abuses.

After a period of three (3) months, occurring during the employee's posted work year, an employee on exhausted sick leave will not continue to accrue vacation or sick leave time, nor will they receive holiday pay until their return to active employment.

See attendance policy attached as Appendix D that will be implemented upon ratification.

#### ***FAMILY ILLNESS***

Two (2) days per year will be granted to employees who work 20 hours or more per week with no loss in salary for illness within the immediate family which requires the attention of the employee. The immediate family shall include father, mother, husband, wife, son, daughter, and, in cases of documented emergency, grandchildren. Notification of such absence shall be given the appropriate department head or administrative official at least one hour in advance of normal reporting.

In instances of extended illness in the immediate family where the employee's presence is required, he/she must request a leave of absence without pay. The Director of

Human Resources shall consider the request and, where he/she feels it is warranted, make appropriate arrangements for such a leave, the length of which shall be at his/her discretion.

#### ***BEREAVEMENT LEAVE***

Any permanent employee who works 20 hours or more per week may be absent for five (5) days without loss of pay in the case of the death of a father, mother, sister, brother, husband, wife, child or grandchild regardless of where the deceased resided, or any other person with whom the employee may be living. A permanent employee may be absent for up to three (3) days in the case of the death of a father-in-law or a mother-in-law. A permanent employee may be absent for up to three (3) days in the case of the death of a father-in-law, mother-in-law or grandparents.

A permanent employee may be granted the time off necessary to attend the funeral of a relative not covered in the above paragraph, but not to exceed one (1) day.

#### ***SEVERANCE PAY***

Beginning February 1, 1981, retroactive to the date of hire, severance pay shall accrue at the rate of two (2) days for each year of service worked with the Warwick Public Schools for those employees who terminate employment with the Warwick Public Schools for a period of at least ten (10) consecutive years. Effective February 1, 1991, this provision shall apply to employees who work 20 hours or more per week.

Provided, however, that should an employee voluntarily terminate after the above-stated time, he/she is to notify the School Department at least two (2) weeks before his/her intended termination date.

#### ***PERSONAL LEAVE***

Where the employee's personal presence is required outside of the School Department, time may be allowed for such purposes at the discretion of the Director of Human Resources or the appropriate administrative designee.

Effective September 1, 2000, employees shall receive one (1) personal day per year with pay, with advance notice in writing.

In an effort to address serious staffing concerns which arise when multiple requests from employees occur, the parties agree that the "Personal Day" with pay entitlement negotiated in the recent WISE contract (which became effective September 1, 2000) will be implemented as follows effective with the start of the 2001-2002 school year (August 29, 2001):

A maximum of eight (8) employees may be granted personal time on the same day on a first-come basis. All other requests will be denied. Personal days may not be scheduled on the work day before or after any school holiday or school vacation week, or during the first seven (7) days of the school year or during the last seven (7) days of the school year.

#### ***QUARANTINE***

There shall be no loss of salary or sick allowance when any permanent employee is subject to quarantine by order of the Health Department for reasons other than the personal illness of the employee, provided the quarantine does not exceed four (4) days.

#### ***JURY DUTY***

When any permanent employee (including second and third shift) is summoned for jury duty, said employee shall receive that part of his/her school department salary that exceeds his/her pay for Court service.

#### ***LEGAL DAYS***

When an employee's personal presence is required during their normal work schedule in order to attend a legal proceeding or procedure, not involving the employee as a party, a written request for time off shall be directed to the Personnel Office. This request must be accompanied by a copy of the documentation pertinent to the legal proceeding (subpoena, citation, etc.). When the employee is required

to be personally present for a matter not involving the employee as a party, the employee shall work up until a minimum of one hour or the reasonable time needed for travel before the scheduled time of the employee's participation in the proceeding and shall return to work immediately following his or her involvement in the proceeding. Where unusual circumstances occur where more than one hour is needed for travel, additional time shall be granted. Time off with pay shall be allowed for an employee's presence at a legal proceeding as defined above.

Time off without pay for an employee's presence at a legal matter other than as above defined will be at the discretion of the Director of Human Resources.

It is understood that time taken from work for legal business, either with or without pay, will be taken by the employee if the legal business cannot be conducted outside of the normal work day.

#### ***MILITARY SERVICE LEAVE***

Any employee who has left or shall leave said position by reason of entering the armed forces of the United States (whether through membership in the Reserve of the United States Military or Naval Forces or in the Rhode Island National Guard or Naval Reserve, or by reason of enlistment, induction, commission or otherwise, and who has held a position in the School Department for 180 or more calendar days within the 12 months next preceding such entrance into the armed forces) is entitled to and is hereby granted military leave of absence from said position, for said purpose, and continuing throughout the duration of said absence required by the continuance of service in the armed forces. Such leave of absence shall be deemed to have expired three (3) months after the date of discharge from or authorized separation from active duty as member of the forces. Re-enlistment or other continued service in the armed forces resulting from a choice by the employee shall serve to cancel such leave.

An employee shall be granted military leave for training periods which are mandatory by military obligation, not to exceed ten (10) days per year.

The employee shall be paid the difference between his/her military pay and his/her regular pay for the period of leave, excluding any allotments.



An employee on military leave shall be granted yearly salary increases, longevity increases, and sick leave accumulations, when due in accordance with the conditions of eligibility outlined in these regulations.

#### **MILITARY TRAINING LEAVE**

An employee shall be granted military leave for training periods which are mandatory by military obligation, not to exceed ten (10) days per year.

The employee shall be paid the difference between his/her military pay and his/her regular pay for the period of leave, excluding any allotments.

#### **LEAVE WITHOUT PAY**

After five (5) years of full-time, continuous service with the Warwick School Department, an employee may be granted leave without pay, not to exceed one (1) year, provided the employee does not accept employment elsewhere during this period, except to engage in full-time, Union activities. While on leave, the employee shall not be entitled to fringe benefits or severance pay for the year they are on leave.

However, he/she shall be allowed to remain in the health benefit plan that they are enrolled in at the group rate by reimbursing the employer.

Members of the bargaining unit may pay into the dental plan while on leave without pay, at the group rate.

### **ARTICLE X**

#### **OFFICIAL TIME OFF**

- A. Not more than one (1) delegate per one hundred union members shall be granted a maximum of seven (7) days leave from their duties without pay to attend International, regional or State conventions, after giving written notice to the Director of Human Resources and with the knowledge of the department head.
- B. One executive board member of the Union may attend the funeral of a union member's immediate family, without loss of pay for the time necessary for such absence, but in any case, not to exceed one (1) day.

- C. A delegation of the Union executive board, not to exceed one (1) member from each department, may attend the funeral of another executive board member or their family without loss of pay, for the time necessary for such absence, but in any case, not to exceed one (1) day.
- D. One local union member elected to a delegate body of their state executive body shall be allowed time off, without pay, for not more than one-half (1/2) day per month, during working hours to attend meetings.
- E. The Union President shall be given up to five (5) one-half days off per week for union business without pay.

The Vice President shall be given up to three (3) one-half days off per week for union business without pay.

- F. 1. The Union President will be permitted a full-time leave of absence for the duration of his/her term(s) of office, for the purpose of conducting Union business.

The Union shall draft a pension plan amendment, and obtain approval for same from the School Department's pension manager, for approval by the School Committee permitting the Union President to contribute to the retirement fund. The Union will bear all costs associated with drafting the above referenced plan amendment.

2. The position vacated by the Union President will be posted as a Temporary Vacancy. A temporary employee will occupy the position until such time as the President returns from his/her leave of absence. To the extent a person within the system is appointed to the temporary position, there will be no more than two (2) position moves before the School Committee can fill the last position with a substitute employee.

3. The School Committee will not be responsible for any costs associated with this leave of absence including without limitation health care, pension or other employee benefits.

4. The Union President will not conduct Union business with bargaining unit members at the workplace site unless it is a scheduled meeting involving administrators/supervisors.

5. The Union President shall retain and shall accrue seniority during his/her leave of absence. The School Committee shall permit the Union to purchase health and dental insurance for the Union President. Regular contributions will be made by the President to the Pension Plan. The Union will make yearly contributions based on data from the Plan, in an amount equal to the contributions the School Committee would otherwise have made at no loss of benefit.

6. The School Department will issue the President a weekly salary check to be reimbursed by the Union.

7. Payment by the Union for all expenses reimbursable under Paragraphs 3, 5, and 6 will be made within thirty (30) days of the Union's receipt of the School Committee's invoice.

8. The Union President, while on his/her paid leave of absence, will be considered as employed in a full-time capacity by the Union and will not be eligible for workers' compensation benefits through the Warwick Public School Insurance coverage, for the duration of the paid leave of absence.

9. Upon his/her return to active employment by the School Committee, the Union President shall be eligible for any longevity increase(s) benefits, without any diminution in calculation for the period served as Union President, without cost or reimbursement obligation to the Union. The School Committee will not be obligated to pay severance benefits for the period of time that the Union President was on leave of absence.

## **ARTICLE XI**

### **COMPENSATION: EYEGLASSES, TOOLS**

When an employee has damaged his eyeglasses on school-connected work, the school department shall pay for the repair of glasses or their replacement if damaged beyond repair and if the damage results from the normal performance of the employee's work and if there is no evidence of negligence on the part of the employee as determined by the Director of Human Resources in consultation with the department head.

The School Department shall supply all tools required to be used in the course of employment.

Storm clothing for members of the bargaining unit who are required to work outdoors during inclement weather shall be supplied by the Warwick Public Schools.

## **ARTICLE XII**

### ***SAFETY AND HEALTH***

- A. The School Committee and the Union shall cooperate in the enforcement of safety rules and regulations.
- B. Should an employee complain that his work requires him to be in unsafe or unhealthy conditions, in violation of acceptable safety rules, the matter shall be considered immediately by representatives of the School Committee, and where the conditions are found to be unsafe or unhealthy, the School Committee shall take appropriate steps to rectify them.
- C. The School Committee shall provide an Employees' Assistance Program.
- D. The Family Medical Leave Act (FMLA) and the R.I. Parental and Family Leave Act (PFMLA) benefit year is defined as the school year, extending from September 1 through August 31.
- E. Job coach training will be provided for all Teacher Assistants that accompany students to a work-based learning site. A personal communication device will be provided to all Teacher Assistants while they are on site.

### ***MEDICAL/DENTAL***

**In accordance with R.I. Gen. Laws § 27-7-49, no language in this Agreement is intended to require the School Committee to procure a health benefit plan from any specific health care provider.**

Effective September 1, 2010, co-share of health and dental insurance premium of 20 percent per annum. Current employees shall be paid out of payroll deductions. Individuals who work less than fifty-two weeks will have the annual premium deducted from their payroll and from accrued

holiday and vacation pay until the maximum annual contribution has been paid. Payroll deductions shall be based on a calendar year and made in the same manner as dues deduction. If any co-share is owed on December 31<sup>st</sup> of the year in question, a letter shall be sent by Human Resources to the individual and it shall be paid upon receipt of the letter.

Retirees will be permitted to pay the full amount of their co-share of premium on or before December 15 before the calendar year of coverage or will be required to pay their co-share monthly by the fifteenth day of the month preceding the coverage. Failure to make timely payments will result in cancellation of coverage.

Twenty (20) hours per week or more part-time members who are eligible for health insurance coverage will have their co-share of premium pro-rated.

Effective the date after ratification, hospital emergency room visit co-pay will be \$100.

Effective the date after ratification, the health insurance prescription plan will change to \$7 - \$25 - \$40 prescription co-pay for all.

Current employees who are on the equivalent of a Blue Cross Classic plan can remain. New employees hired after September 1, 2010 will be eligible for the plan equivalent to Blue Cross HealthMate Coast to Coast plan but no plan equivalent to Blue Cross Classic coverage.

Current employees who are not on a plan the equivalent of Blue Cross Classic may not go to Classic in the future.

Current employees who are on the equivalent of a Blue Cross Classic and choose to leave the equivalent of a Blue Cross Classic plan in the future may not return to Classic coverage after leaving it.

Employees who work thirty-five or more hours per week will receive fully paid the health and dental insurance provided for in this agreement except as noted below. Employees who work less than thirty-five hours but no less than twenty hours per week will be entitled to the same coverage, but the School Committee will pay toward the cost of such coverage only that fraction that has hours worked as its numerator and thirty-five as its denominator.

The following will constitute the health and dental insurance plan. [See attached Appendix B].

2. Members of the bargaining unit may elect coverage under optional plans which may be offered if mutually agreed between the Union and the School Committee there is no additional cost to the School Department over the cost of the basic benefit plan provided in Appendix B.
3. A comprehensive dental plan including all dental procedures and including orthodonture subject to the agreed upon co-share of premium.
4. Members of the bargaining unit may elect to waive their medical and/or dental coverage on an annual basis at least thirty days prior to the anniversary date. Upon request to the Human Resource Office, any member who elects to waive such coverage shall receive \$1,500 (for waiver of family health coverage) or \$600 (for waiver of individual health coverage), or \$175 (for waiver of family dental coverage) or \$55 (for waiver of individual dental coverage). Members need to renew the waiver on an annual basis. Members of the bargaining unit who, due to a change in circumstances, wish to re-enter the medical and/or dental program may do so upon request of the Human Resource Office. They shall be placed on the next premium payment list. A prorated portion of the premium waiver shall be returned to the School Department.
5. Employees who retire at age 62 shall be allowed to pay into the hospital/medical plan at the group rate until they reach age 65 years.
6. If an employee retires at 62 years of age or older and has twenty-five years of service, he/she shall retain family plan medical coverage for three years at no cost provided he/she retires during or before the month of June, 1995.
7. Medicare payments for employees over sixty-five years of age will be paid by the School Committee.
8. Any change in carrier for the above plan shall provide a plan equivalent to the plan in existence at the time of the change.

9. All employees subject to proration on the basis of hours worked per the first paragraph of this Article shall be covered by a family dental plan, fully paid at the pro-rated amount based on hours worked for the employee and his/her family. Benefits include all dental procedures including orthodonture.

Employees who retire at age 62 years shall be allowed to pay into the Hospital/Medical plan at the group rate until they reach age 65 years. If an employee retires at sixty-two years of age or older and has twenty-five years of service, he/she shall retain family plan medical coverage at no cost until he/she attains the age of sixty-five except that retirees receiving these benefits will be required to pay a co-share of health insurance premium of twenty percent.

10. Members of the bargaining unit shall receive any and all increases and improvements in the hospital-medical plans to have parity with the Teachers' Union.

#### **ABSENCES FOR ILLNESS**

A physician's written statement as to the condition of the employee may be required at any time during the period of incapacity by the Director of Human Resources or the appropriate administrative designee.

- A. The School Committee agrees to purchase or may provide workers' compensation insurance for members of the bargaining unit.

#### ***SUITABLE ALTERNATIVE EMPLOYMENT***

- 1) ALTERNATIVE EMPLOYMENT
  - a) GENERALLY
    - i. When a bargaining unit member sustains an injury or incurs an illness, which prevents that person from returning to his or her assigned position, the School

Department may, with notice to the Union, offer that person a light duty position. The duties of the light duty position are to be designed by the School Department, with input from the Union. The light duty position must fall within the physical restrictions caused by the person's injuries or illness and the employee must accept the position and return to work if the work is approved by his/her doctor and the employer's doctor. If the employee's doctor and the employer's doctor do not agree, then a neutral doctor, selected by the parties, will be the final arbiter of whether the light duty position falls within the employee's physical restrictions.

- ii. Said above work may be made available by the School Department to the injured or ill workers only. Such light duty positions under no condition are subject to posting or seniority provisions of this agreement. The duties and responsibilities of each position will be designed on a case-by-case basis by the School Department, with input of the Union, and, once the employee holding that position leaves that position, the School Department has no obligation to fill that position.
- iii. If the individual is or is not eligible for workers' compensation act benefits, he or she will receive his or her regular pay and benefits calculated based on the permanent position the individual held at the time of his or her injury.
- iv. Any employee in light duty employment may seek to return to his or her own permanent position at any time provided that he or she provides a fit for duty medical report from his/her treating physician, which indicates that that individual is physically able to perform the essential duties of the position with or without reasonable accommodation. That employee may also bid into another bargaining unit position at any time provided that he or she has a fit for duty medical report which indicates that the employee is physically able to perform the duties of the position sought. The employee may be awarded the position by the School Department in accordance with the collective bargaining agreement.
- v. Any employee assigned to light duty employment must return to his or her permanent position as soon as he or she receives medical clearance from his/her treating physician to return to the essential duties of his or



her assigned position, with or without reasonable accommodation. In the event that a dispute arises between the School Department and the employee as to whether the employee is able to return to full duties, the Union and the School Department must agree to a neutral physician who shall examine the employee and render a decision as to whether the employee is able to assume full duties with or without reasonable accommodation. The neutral physician's decision will be final and the cost will be borne by the employer.

- vi. When an employee has been in the light duty position for 90 days, whether or not the employee is on workers' compensation, that employee's assigned position will be posted and filled as a temporary position only. Otherwise subject to the terms and conditions of the collective bargaining agreement, the employee may hold a light duty position until the earliest of the following events occurs: 1) recovery such that the employee is physically able to assume his or her former duties or the duties with or without reasonable accommodation; 2) the employee is awarded an existing vacant position; 3) the employee becomes totally disabled; 4) retirement; 5) death.
  - vii. Any individual who is awarded a temporary position (because the employee permanently assigned to the position is in a light duty position) has 20 days to qualify for the position. Subject to the collective bargaining agreement, the individual holding the temporary position can only hold the position so long as the person permanently assigned the position holds the light duty position.
- b) APPLICABLE TO ALL EMPLOYEES DEEMED ELIGIBLE FOR WORKERS' COMPENSATION BENEFITS
- i. The amount of compensation and benefits a workers' compensation recipient will earn for light duty work shall be equivalent to the full pay of the position they were in at the time of the injury or illness. It is not the intent of this section to preclude the School Department from obtaining contribution from its workers' compensation carrier for any portion of the employee's wages for the light duty position.
  - ii. An employee with light duty employment who is receiving workers' compensation benefits may exercise all the rights and benefits of the workers' compensation act to

challenge an attempt to return him or her to full duties.

- iii. The terms of any offer of light duty employment for a workers' compensation recipient are subject to the provisions of the Rhode Island Workers' Compensation Act.

#### ***SICK PAY SUPPLEMENT***

The School Committee will take any and all steps to ensure WISE inclusion in the Rhode Island Temporary Disability Insurance Plan (RITDI).

#### **ARTICLE XIII**

##### ***EMERGENCY AND GENERAL OVERTIME***

In the event of an emergency as determined by the department head, all employees are subject to assignment to additional duty as required, provided that employees be given first choice to work in their proper work classification.

In any twenty-four (24) hour period an employee who has worked sixteen (16) hours or more shall, except in case of continuing emergency be entitled to eight (8) hours rest (exclusive of travel time and established lunch period) before reassignment. If such rest period should overlap the employee's normal work day, he/she shall suffer no loss of pay for the time involved.

Overtime shall be computed for all services performed in excess of the regularly scheduled hours of duty, computed to the next quarter hour.

In the event of a volume of work that cannot be completed in the normal utilization of the custodial staff of any school and, if in the opinion of the head custodian, the effectiveness of the operation of the school may be jeopardized, he/she shall notify the Director of Buildings and Grounds, who shall determine whether overtime is warranted. Overtime approved by the Director of Buildings and Grounds shall be distributed equitably among the custodians in the buildings, including the head custodian, and an up-to-date list shall be kept of such overtime by the head custodian.

Before assigning overtime to custodians not regularly assigned to the building, those regularly assigned to the building, including the head custodian, present on the particular day, shall be offered overtime first.

When overtime work is required, it shall be distributed equitably among members of the bargaining unit within a school, department, or office among employees in the same job category. It is understood by the parties that an employee within the category must be able to perform the duties required in the overtime work.

#### **MEMORANDUM OF UNDERSTANDING ON OVERTIME**

The work of the Department of Buildings and Grounds provides opportunities for custodial and maintenance overtime and/or extra-curricular coverage that historically belongs exclusively to each area. The following procedure will be used for the entire department in the event that qualified help is not available for such overtime.

In September of each school year, a sign-up sheet will be distributed, by the Union, to all custodial workers. A single list of custodial Union members who wish to be called for overtime and/or extra-curricular coverage will be compiled. This list shall be arranged in order of seniority, given to the Director, and used by the Department to fill the overtime/extra-curricular coverage needs before the use of substitutes when help is not available under normal contractual procedures. Calls will be made on a rotating basis.

This list shall be in effect from October 1<sup>st</sup> to September 30<sup>th</sup>, when a new list will take effect. New hires will be added to the list after their probationary period as they become Union members and express a willingness to participate.

Members who sign up on the list must indicate next to their signatures one phone number and their school extension number. To insure the fastest and most efficient method of filling a job slot, no beeper numbers will be accepted, no machine messages will be left, and a maximum of six (6) rings per call will be made.

Any member of the list who refuses three (3) opportunities to work during the current list year shall be dropped from the list for the duration of that year. He or she may then rejoin the following September. Other than a member working

his/her normal shift, unavailability will be considered a refusal.

In the event that both overtime and extra-curricular coverage are available at the same time, the overtime will be offered first.

It is understood that only certified personnel will be contracted for specialized work, e.g., asbestos.

#### **EMERGENCY WINTER WEATHER OVERTIME**

The decision for winter weather emergency overtime will be made by the Director of Buildings and Grounds. Maintenance members will be called first for snow removal. The school year list will go into effect as needed when all maintenance members have been called.

#### **SUMMER OVERTIME**

The Union will distribute a custodial sign-up sheet in May of each year. Members who wish to participate will be placed on a list before the end of the school year in order of seniority. This list will be given to the Director, to be used on a rotating basis as need arises for overtime before the use of summer subs (less than 52-week WISE members), or other substitutes. Members on vacation will not be called and unavailability by reason of vacation will not be considered a refusal. Vacation is defined as that time from the end of a shift on the last work day to the beginning of a shift on the day of return.

Calls should be made early in the day to each building. Custodians are requested to place the phone near the activated intercom so that calls can be heard throughout the building.

### **ARTICLE XIV**

#### ***INCLEMENT WEATHER POLICY***

When schools are closed because of inclement weather, 52-week employees in the school shall report to work unless notified to the contrary. Employees who work less than 52 weeks shall not report unless notified to the contrary.

Those who do not work 52 weeks will not be paid for the day. However, they may be paid a full week's pay and the

appropriate reduction shall be made from their vacation pay. In instances where 52-week employees in the schools are notified not to report to work, they will be paid for the day. Fifty-two (52) week clerical employees in the secondary schools and clerical employees who work in the Administration and other School Department buildings will not be required to report to work when schools are closed because of inclement weather, and shall be paid for the day.

## **ARTICLE XV**

### ***STRIKES AND LOCKOUTS***

The Union shall not cause, call or sanction any strike, work stoppage, or slowdown nor will the School Department lock out its employees during the term of this agreement.

## **ARTICLE XVI**

### ***DISCRIMINATION***

It is agreed that no individual covered by this agreement shall be discriminated against in any way because of the following reasons:

1. Race
2. Color
3. Creed
4. Union membership or activity
5. Sex
6. Age
7. Handicap
8. National Origin
9. Sexual Orientation

The School Committee agrees that it shall keep in a separate file all processed grievances pertaining to employees covered by this agreement. No material or evidence pertaining to an employee's grievance shall be used against him/her in evaluation of performance or promotion.

Employees who wish to examine their personnel file may, at their own expense, obtain copies of documents contained therein, except materials referring to initial employment such as letters of reference, former employment performance assessment, etc. Employees shall request such access to the

file at least one week in advance of the date they wish to examine their file.

## **ARTICLE XVII**

### **GRIEVANCE PROCEDURE**

Definition: A grievance is a controversy, dispute, misunderstanding or a claim of unfair treatment, with respect to the meaning, interpretation or application of the terms of this agreement. The term "employee," shall mean (1) an individual employee, (2) a group of employees having the same grievance, (3) the Union.

The following procedure shall be followed in the disposition of grievances as defined above:

LEVEL 1: The aggrieved employee, with the Union representative, shall confer with his/her immediate supervisor or department head (whichever is applicable) in an effort to resolve the grievance.

If the grievance is not resolved by the above meeting, it shall be reduced to writing and submitted to the chairman of the grievance committee and the Director of Human Resources within five (5) work days of the disposition of the grievance at Step 1.

LEVEL 2: The Director of Human Resources and/or administrative designee will meet with the chairman of the grievance committee and/or a representative of the union, and the aggrieved employee, within twenty (20) days from the date the aggrieved employee filed a written grievance with the chairman of the grievance committee and the Director of Human Resources. The Director of Human Resources shall render a decision within seven (7) work days after the meeting.

LEVEL 3: If the grievance is not resolved at level two, the chairman of the grievance committee may file the grievance with the Superintendent. Such appeal shall be made within five (5) work days of the receipt of the decision at level two. The Superintendent shall schedule a hearing within twenty (20) days of the date of receipt of the grievance at level three (3). The Superintendent shall render a decision within seven (7) days after the hearing unless extended by the parties.

LEVEL 4: If the grievance is not resolved at level three, the chairman of the grievance committee may file the grievance with the chairman of the School Committee. Such appeal shall be made within five (5) work days of the receipt of the decision at level three.

The School Committee shall hold a hearing at its next regularly scheduled meeting if the grievance is received at least ten (10) days prior to the regularly scheduled meeting. Otherwise, the hearing shall take place at the succeeding regular meeting. The School Committee shall render its decision in writing to the Union within ten (10) work days after the hearing.

LEVEL 5: If the grievance is not settled at Step 4, at the request of the Union, the grievance may be taken to arbitration provided such request is made within thirty (30) days after the date of conclusion of proceedings at Step 4. The award shall be final and binding.

All grievances must be initiated within thirty (30) days of the act or event which gave rise to the grievance.

If either party perceives that the process of conducting business on a day-to-day basis is disruptive or non-productive, mediation may be sought from the Rhode Island Department of Labor. If the problem continues, then the matter will be submitted to the American Arbitration Association. This process in no way can be used to subvert the grievance procedure.

#### ***ARBITRATION PROCEDURE***

In the event it is the decision of the Union to submit the grievance to arbitration, the Union shall file a request to the American Arbitration Association to submit a list of arbitrators, copies to be sent to the parties.

Said arbitration shall be conducted in accordance with the rules of the Voluntary Labor Arbitration Tribunal of the American Arbitration Association.

No more than three (3) grievances may be taken to arbitration on one demand.

**ARTICLE XVIII**

***COFFEE BREAKS***

All employees' work schedules shall provide for a fifteen (15) minute coffee break during each one-half shift.

**ARTICLE XIX**

***GENERAL FINANCIAL***

Wages - The wage schedule shall be amended to affect the following:

Effective September 1, 2015 - a 0.0% increase in said schedules.

Effective September 1, 2016 - a 2.0% increase in said schedules.

Effective September 1, 2017 - a 2.0% increase in said schedules.

Employees assigned to asbestos encapsulation, removal or clean-up will receive an asbestos premium of \$4.00 per hour in addition to any overtime premium due them for the above assignment.

***PENSION***

Members shall have the opportunity to buy back service years at their own expense.

Members of the bargaining unit who are not receiving credit for their first three (3) years of service shall be entitled to such credit beginning February 1, 1979.

As of February 1, 1979, the School Committee agrees to buy back three years pension credit for all employees who were actively participating in the plan before February 1, 1977.

New employees as of February 1, 1977, will be allowed to join the pension plan upon the completion of the probationary period. If this provision is in conflict with



Internal Revenue Service approved plans, it shall become null and void.

An employee is eligible to participate in the Pension Plan if he/she is employed twenty (20) hours or more per week, covered under the collective bargaining agreement, and: a) completed the three-month probationary period and b) agrees in writing to make the required member contributions.

The Warwick School Committee agrees to provide the following improvements in the pension plan:

1. Increase death benefits from \$2,000 to \$3,000 effective July 1, 1984. A certificate of proof of the amount of said death benefit will be given to each member of the plan.
2. A computation statement shall be sent annually to each member of the plan. Said computation statement shall contain the following information:
  - A. The member's date of enrollment;
  - B. The member's accumulated employee contribution and interest earnings;
  - C. The member's date of membership;
  - D. The member's yearly employee contributions and interest earnings;
  - E. The member's projected annuity when he/she retires upon reaching the age of sixty-two (62) or completing thirty-five (35) years of credited service, effective July 1, 1982.
  - F. The member's projected annuity when he/she retires upon reaching 10 years of credited service and the age of sixty two (62) or thirty-two (32) years of credited service, effective February 1, 1992.

This statement is to be provided at least one-hundred and twenty (120) days after the close of each fiscal year.

3. The Memorandum of Understanding dated July 17, 1978, is hereby incorporated into this agreement and is set forth in Appendix C attached hereto.

#### **ELIGIBILITY REQUIREMENTS FOR NORMAL AND EARLY RETIREMENT**

##### **NORMAL RETIREMENT:**

You must have completed 10 years of credited service\* and

- A) Have attained age 62

- or
- B) 1. Have completed 35 years of credited service\*\*  
2. Effective 2/1/92, have completed 32 years of credited service\*\*

**EARLY RETIREMENT:**

You must have completed 10 years of credited service\* and elect to become a retired member on an early retirement date which does not precede your normal retirement date by more than ten years.

**\*CREDITED SERVICE**

Is defined as service as an employee while an active participant contributing to the pension plan.

**\*\*CONTINUOUS SERVICE**

Is defined as employment as an employee of the Warwick Public Schools that is not interrupted by a termination of employment.

**HIGHLIGHTS: PENSION BENEFITS  
JUNE, 1986**

**AGE OF RETIREMENT:**

If an employee retires 6 months after his/her birthday, he/she will receive credit for an additional one-half year for purposes of calculating benefits.

EXAMPLE: He/she retires at age 59-½, he/she will receive credit to 60 years.

He/she retires at age 61-½, he/she will receive credit to 62 years.

(An employee can retire at age 61-½ years - without penalty).

**ADDITIONAL YEAR OF CREDIT:**

If an employee works 1,000 hours, while making the required contributions, past the credited service date of his/her pension enrollment, and has worked the required number of years and/or reached his/her retirement age, he/she will receive an additional year of pension credit.

**DEATH BENEFIT:**

A member's beneficiary will receive a death benefit of \$5,000 while employed or after the member's retirement. If a member dies after retirement but before he/she received total payments at least equal to his/her contributions, plus interest, the balance will be paid to his/her beneficiary.

A member may change his/her beneficiary at any time.

#### **PENSION FORMULA**

The pension formula is 1-2/3% times the average earnings multiplied by the number of years of credited service with the Warwick Schools, while a member of the plan.

If one's average earnings for the three (3) highest paid consecutive years of the last 10 years before retirement is \$12,000, and he/she completes 25 years of credited service, the pension will be determined as follows:

#### **EXAMPLE**

$$1-2/3\% \times \$12,000 = \$200.40$$

**ANNUAL PENSION BEGINNING AT NORMAL RETIREMENT DATE WILL BE**

$$1-2/3\% \times \$12,000 \times 25 \text{ (years of membership in plan)} = \$5,010$$

$$\$5,010 \text{ divided by } 12 = \$417.50 \text{ (monthly benefits)}$$

#### **PENSION FORMULA EFFECTIVE FEBRUARY 1, 1992**

The pension formula is 1-2/3% times the average annual earnings multiplied by the first 20 years of credited service plus 2% for the 21<sup>st</sup> year and each year thereafter with the Warwick Schools, while a member of the plan.

**ANNUAL PENSION BEGINNING AT NORMAL RETIREMENT DATE WILL BE**

#### **EXAMPLE**

(25 YEARS OF PARTICIPATION IN THE PLAN)

Effective February 1, 1992, if one's average earnings for the three (3) highest paid consecutive years of the last 10 years before retirement is \$12,000, and he/she completes 25 years of service, the pension will be determined as follows:

$$1-2/3\% \times \$12,000 \times 20 \text{ (years of membership in plan)} = \$3,984$$

2% X \$12,000 X 5 (additional years participation over  
20) = \$1,200  
\$3,984 + \$1,200 = \$5,184.00  
\$5,184 divided by 12 = \$432.00 (monthly benefits)

"Average Annual earnings" means the average annual earnings while a member of the plan for the past three (3) consecutive calendar years which provide the highest average of the last 10 calendar years immediately preceding retirement date.

#### **DISABILITY BENEFITS**

A member who has contributed to the pension plan for a period of ten years and becomes permanently and totally disabled, as determined by the School Department and its physician, will be entitled to a pension beginning on the date his/her disability is established. The amount of this benefit will equal the amount of pension accrued at the time of his/her disability.

If the disability described above is a result of an occupational illness or accident, the amount of the benefit will equal the amount of pension the member would have accrued had he/she worked up to age 62 and had continued at the same rate of earnings which were on the date of his/her disability.

#### **INTEREST ON MEMBER CONTRIBUTIONS**

The rate of interest credited on member contributions for death and termination benefits is 3% compounded annually.

#### **TERMINATION OF SERVICE**

If a member terminates his/her service before his/her normal (or early) retirement date, he may elect one of the following options:

- A. He/she may leave his/her contributions and interest with the insurance company, and receive the pension, beginning at his/her normal (or early) retirement date. Pension payments will start at normal (or early) retirement age.
- B. He/she may have his/her contributions returned to him/her with interest. The insurance company will normally make the payment in one sum.

#### **NOTE:**

A member may not withdraw his/her contributions or interest as long as he/she remains in the eligible service of the School Department nor borrow against them.

An employee who retires in December has the additional monies for severance pay, accrued vacation days and current % of unused, accrued sick time included in their final wage figure, as long as the retirement date is prior to the last effective payroll date of his/her retirement year. If this last year then becomes one of his/her three highest consecutive years of the last ten (10) years, these monies will then increase the average earnings for those three (3) consecutive years. The letter of intent to retire needs to be in the Human Resource office no later than December 1<sup>st</sup>.

#### **VESTING**

At the completion of 10 years of participation in the pension plan, a non-forfeitable interest in the plan is retained. Pension payments will begin at normal (or early) retirement date.

#### **INSURANCE**

The School Committee agrees to provide liability insurance coverage for employees in the unit who have direct contact with students effective February 1, 1991, in parity with the Teachers' Union.

#### **SAVINGS CLAUSE**

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

#### **JOB CLASSIFICATION**

If an employee feels that he/she is being required to perform duties and assume responsibilities substantially beyond the level expected in his/her present classification, he/she may request that the Director of Human Resources investigate the matter. When the Director of Human Resources has completed his/her investigation, he/she shall

communicate his/her findings to the employee within sixty (60) days of the date of the employee's request.

### **RECLASSIFICATION**

Members of the bargaining unit working as kindergarten teacher assistant, Classification #3, shall be reclassified to kindergarten teacher assistant, Classification #15, over a three-year period, beginning September 1, 1982.

The category of painter/glazier, plumber and carpenter, Classification #15, shall be reclassified to that of mechanic, Classification #15.

This re-classification shall not apply to the present members of the bargaining unit, unless the members agree to said change of classification.

Members of the bargaining unit working as elementary clerk, Classification #2, shall be reclassified to elementary clerk, Classification #3.

Members of the bargaining unit working as clerk #1, shall be reclassified to clerk, Classification #2.

The two last clerical reclassifications shall be implemented by one-half the salary difference effective November 1, 1983, and the remaining one-half effective on November 1, 1984.

Members of the bargaining unit working in clerk #2 (Administration and Cottrell-Hoxsie Bldgs.) shall be reclassified to Classification #3.

Members of the bargaining unit working as Senior High School Guidance Clerks, Classification #2, will be reclassified to Classification #3, effective February 1, 1991.

The Clerk, Vocational School, Classification #3, will be reclassified to Classification #4, effective February 1, 1991.

The Clerk, Accounting/Federal Funds, Classification #3, will be reclassified to Classification #4, effective February 1, 1991.

The Senior Warehouse person, Classification #15, will be reclassified to Classification #16, effective February 1, 1991.

Bus Aides shall be reclassified from Classification I to Classification II.

Effective July, 1988:

- A) Elementary Head Custodians will be reclassified from Class 13 to Class 14.
- B) Head Custodians at Gorton Jr. High School and Aldrich Jr. High School will be reclassified from Class 14 to Class 15.
- C) Lead Men at Winman Jr. High School and Toll Gate High School will be reclassified from Class 14 to Class 15.
- D) Groundskeepers - Veterans and Pilgrim High School from Class 12 to Class 14.

Effective September 1, 2000:

- 1. Members of the bargaining unit working as Elementary Clerk, Classification #3, shall be reclassified to Elementary Secretary, Classification #4, effective September 1, 2000.
- 2. Members of the bargaining unit working as Sr. Clerk, Personnel, Classification #3, shall be reclassified to Sr. Clerk, Personnel #4, effective September 1, 2000.
- 3. Members of the bargaining unit working as Senior High School Head Custodian/Lead Person, Classification #15, shall be reclassified to Senior High School Head Custodian/Lead Person, #16, effective September 1, 2000.
- 4. Members of the bargaining unit working as Computer Technician, Ed Tech Center, Classification #15, shall be reclassified to Computer Technician, Ed Tech Center, Classification #17, effective September 1, 2000.

Effective September 1, 2001:

- 1. Members of the bargaining unit working as Licensed Tradesmen, Classification #16, shall be reclassified to Licensed Tradesmen, Classification #17, effective September 1, 2001.

Effective September 1, 2002:

- 1. Members of the bargaining unit working as Secondary clerical, Classification #2, shall be reclassified to Secondary clerical, Classification #3, effective September 1, 2002.
- 2. Members of the bargaining unit working as Payroll Clerk, Classification #4, shall be reclassified to Payroll Clerk, Classification #5, effective September 1, 2002.

Members of the bargaining unit working as Carpenter, Classification #15, shall be reclassified as Carpenter, Classification #16, effective February 1, 2011.

Members of the bargaining unit working as Account Technician, Classification #5, shall have a Title change to Jr. Accountant, Classification #5, effective February 1, 2011

The Union will not request reclassification during the life of this Contract. Further this language does not effect reclassifications initiated by the employer.

**MILEAGE REIMBURSEMENT**

Employees who are required to use their own motor vehicles in the course of their employment shall be reimbursed to the prevailing rate being paid by the School Committee.

**ARTICLE XX**

**TERMINATION**

This agreement and each of its provisions shall be binding and effective September 1, 2010, and shall continue in full force and effect until August 31, 2013.

Said agreement will automatically be renewed and will continue in full effect for additional periods of one year unless either the School Committee or the Union gives written notice to the other no later than one-hundred and twenty (120) days prior to August 31, 2013.

In witness whereof, the parties hereunto set their hands and seals on this 1st day of September, 2010.

BY: \_\_\_\_\_  
Mary Townsend  
PRESIDENT  
COUNCIL 94, WISE UNION, LOCAL 357

BY: \_\_\_\_\_  
Michael Giarrusso  
VICE PRESIDENT  
COUNCIL 94, WISE UNION, LOCAL 357

BY: \_\_\_\_\_  
John Burns  
Rhode Island Council 94



BY: \_\_\_\_\_  
Bethany Furtado  
WARWICK PUBLIC SCHOOLS

BY: \_\_\_\_\_

## APPENDIX A

<b>OFFICE</b>	<b>CLASS. NO.</b>
Guidance Clerk, Sr. High .....	3
Guidance Clerk Typist, Jr. High .....	2
..... Effective 9/2002-	3
Sr. Clerk, Human Resources, Buildings & Grounds, Career Center, Special Services .....	4
Sr. Clerk Typist, Career Center .....	3
Sr. Clerk Typist, Athletics (35 hrs.) .....	3
 Sr. Clerk Typist, Reading .....	2
..... Effective 9/2002 -	3
..... Sr. Clerk, Benefits	4
Sr. Clerk Typist, Business Office .....	4
Sr. Clerk/Technical Assistant Federal Programs .....	4
Purchasing Clerk Typist .....	2
..... Effective 9/2002 -	3
Attendance Clerk Typist .....	2
..... Effective 9/2002 -	3
Departmental Clerk Typist .....	2
..... Effective 9/2002 -	3
Library Clerk .....	3
Secretary, Administration Building, Buildings & Grounds ...	6
Secretary, Secondary School .....	5
Elementary Secretary .....	4
Programmer Analyst .....	7
Network Analyst .....	7
Data Systems Specialist .....	5
Purchasing Technician .....	5
Clerk Technician .....	3
Employment Technician .....	4
Injury/Pension Technician .....	4
Senior Accountant .....	7
Junior Accountant .....	5
Accounting Technician .....	4
General Accountant .....	4
Payroll Clerk .....	4
..... Effective 9/2002 -	5
School Lunch Technician .....	4
Technical Assistant/Dispatcher .....	16
Audio Visual Clerk .....	5
Computer Technician .....	17
	<b>CLASS NO.</b>
 <b>SCHOOL ASSISTANTS</b>	
Teacher Assistant/Special Services .....	15
Teacher Assistant/Kindergarten .....	15

4

Behavior Specialist .....	16
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**MAINTENANCE**

Electrician/Maint. Mechanic Licensed .....	16
..... Effective 9/2001 -	17
Plumber/Maint. Mechanic Licensed .....	16
..... Effective 9/2001 -	17
Plumber/Maint. Mechanic Unlicensed .....	15
Heating/Maint. Mechanic Licensed .....	16
..... Effective 9/2001 -	17
Electronics Technician .....	17
Maintenance Mechanic/Licensed .....	16
..... Effective 9/2001 -	17
Maintenance Mechanic/Unlicensed .....	15
Maintenance Master Mechanic .....	16
Carpenter/Maintenance Mechanic .....	16
Painter/Maintenance Mechanic .....	15
Automotive/Maintenance Mechanic .....	15
Locksmith/Maintenance Mechanic .....	15
Building and Maintenance Mechanic .....	15
Senior Warehouse Person .....	16
Warehouse Person .....	15
Maintenance Helper .....	12

**CUSTODIAL**

Weekend Custodian .....	12
Groundskeeper .....	14
Head Custodian, Senior High School .....	16
Head Custodian, Junior High School .....	15
Head Custodian, Career Center .....	14
Head Custodian Elementary .....	14
Head Custodian/Courier Administration Bldg. ....	15
Night Custodian, Administration Bldg. ....	12
Cleaner .....	12
Custodian Secondary/Elementary .....	12
Custodian Secondary (six nights) .....	12
Night Custodian, Career Center .....	12
Night Custodian, Winman .....	12

## **MEMORANDUM OF UNDERSTANDING**

### **USE OF RESTRAINTS**

**FEBRUARY 1, 1991**

### **WISE CONTRACT**

It is the intention of the Warwick Public Schools to employ the use of restraints only in those situations where the health and safety of the individual students or other individuals within the area is threatened. An in-service program in the use of restraints for bus aides and teacher assistants who deal with special education students will be instituted on an annual basis. Such training program will be implemented whereby bus and teacher assistants are instructed with physical demonstrations of the appropriate methods by which restraints are to be used, including techniques prior to, and subsequent to, the use of physical force to restrain. Upon completion of the in-service program, aides and assistants will receive verification from the School Department that they have participated in such a program.

In addition the School Department further agrees to implement the following:

1. Information as to Student

In those cases where a student has a history of aggressive behavior, the nature of the individual student's potential behavior problem will be made known to affected bus aides and teacher assistants. If specific medications are being used, that information should be communicated to the bus and teacher assistants if substantial and material changes in the condition, behavior, or medications of an individual student occur after the annual updates, such information should be imparted to the bus and teacher assistants.

2. Authorization/Permission:

Parents of all special education students will be notified that the School Department has a responsibility to both other students and its employees to provide protection from harm. Parents will be advised that if necessary to provide that protection, staff, including teachers, teacher assistants, bus aides and/or administrators will apply restraint techniques. The School Department will make every attempt to secure from parents a written acknowledgment that they understand and approve of this practice.

3. Incident Control:

A system for reporting each incident involving the use of physical restraints to the Administration will be established. If any investigation is necessary it will be conducted by the school administration with union participation. A full report and documentation of each incident with witness statements taken as soon as possible to the time of the incident will be kept on file in the office of the Director of Transportation or the Director of Special Services. Where a complaint arises from a parent, which has not previously been reported, the same procedure shall be employed as if the incident were reported by School Department personnel.

Implementation shall begin in the school year 1991-92.

**APPRENTICESHIP PROGRAM**

The parties agree to the concept of an Apprenticeship Program within the Maintenance Department.

**STATEMENTS**

The Superintendent's Statements read as follows:

***INCLEMENT WEATHER***

In order to ensure that you are protected during inclement weather periods, when school opening is delayed or school is dismissed early, all employees' times will be adjusted to reflect equitable safety for all at no loss of pay (e.g., if opening of school is delayed one hour, your normal reporting time is delayed one hour).

This practice does not include those employees whose normal job descriptions include such duties as snow removal, salting and sanding and other inclement precautions which mandate that they report to work or stay at work to ensure that the safety and security of the buildings is maintained. Other essential personnel (e.g., bus drivers, bus aides) who are required to work during inclement weather are aware of their responsibilities.

**OSHA NOTICE**

The Warwick Public Schools requires that all employees abide by OSHA mandates governing personal safety equipment. This equipment includes protective safety goggles and respirators when certain conditions exist.

We expect full compliance in using this protective equipment, which will be provided by the School Department.

#### ***GRIEVANCE RESOLUTIONS***

1. Grievance #98-325 - Additional Maid position at Toll Gate
2. Grievance #00-304 - The Grievant from #15 Maintenance Mechanic to #16 Heating/Maintenance Mechanic and the Grievant from #15 Maintenance Mechanic to #16 Carpenter/Maintenance Mechanic.

Side Letter of Agreement: Displacement Plan for Transportation Workers

Exhibit A

The undersigned parties hereby agree to the following procedures with regards to displaced transportation workers as a result of the privatization of the services provided by bus drivers, bus aides and Senior Clerk Typist:

1. The Union and the School District shall work to encourage less tenured Drivers/Aides to transition to First Student.
2. Upon ratification of a successor agreement by both parties, the School Department will set up a meeting with the affected transportation members to, in conjunction with the Union and First Student, inform them of the time schedule to be followed for the phase in of the privatization of the transportation department and to review with them their options under this Agreement.
3. The School Committee shall make best efforts to have First Student offer appropriate incentives to Drivers/Aides moving to First Student, including higher rates of pay, retention of seniority and choice of special education runs.
4. The School Committee shall offer Driver/Aides who do not bump or seek employment with First Student and have twenty (20) or more years of service, two (2) years of health insurance at no cost except they must pay the same premium co-share as current employees.
5. Beginning on September 1, 2011, the School District shall offer a clerical aptitude test three (3) times a year.
6. To minimize displacement caused by bumping, the district will not fill vacancies with outside hires until the bumping process is completed.
7. Displacement/bumping notices will be issued to all displaced transportation employees with two weeks notice and with the more senior members receiving the first notices. If, however, the more senior members provide the district with written notice that they intend to retire from employment the district, they can elect to continue to work until the phase-in is complete in order of seniority.

8. Eligibility determinations for bumping will be made based on existing 2003-2006 contract language except as outlined for teacher assistant positions in paras. 9-12 below. Drivers and/or bus aides who are fully qualified teacher assistants shall be exempt from the provisions of paragraphs 9-12 below.
9. Three transportation unit members in the process of obtaining meeting district T.A. qualifications shall be allowed to serve in one of three T.A. sub-pool positions if they:
  - Meet the minimum State and Federal T.A. requirements, which includes passing the Para-Pro assessment. The State and Federal T.A. requirements shall be defined as taking the Para-Pro Assessment Course, achieving a certificate of completion for the Para-Pro Assessment Course and taking and passing the Para-Pro Assessment test. In addition, if the state or federal laws or regulations pertaining to teacher assistants change, these members will be required to meet the new requirements as well.
  - Attached as Appendix A is a list of courses that must be completed to be a fully district-qualified T.A.
  - Complete at least 15 district qualified credits (inclusive of the 6 credits earned for the Para-Pro assessment and autism course) at the time they are required to bump.
  - Complete at least district qualified 42 credits one year from the time they are required to bump.
  - Complete at least 60 district qualified credits by two years from the time they are required to bump.

If there are more transportation unit members in the process of obtaining their T.A. certification than the three open positions in the sub-pool, then the selection shall be by number of credits obtained and if tied, then by seniority.

10. Transportation unit members in the T.A. sub-pool shall begin at Classification 14, Step 1. Upon completion of district-qualified 60 credits, transportation unit members in the sub-pool shall be eligible to apply for available T.A. positions at Classification 15.
11. Transportation unit members in the sub-pool shall be the first substitutes called for work.
12. The Union agrees to encourage potentially qualified displaced transportation unit workers to seek early review of their requirements.

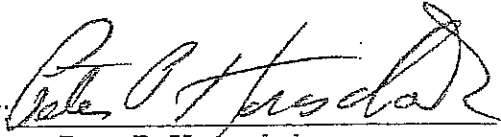


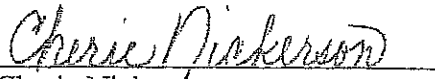
Notwithstanding any other language herein, all eligible displaced drivers or aides must also meet any special qualifications of a teacher assistant position, i.e., PDD certification, sign language, etc., to bid on such positions.

14. Displaced drivers and aides who meet the district qualifications for teacher assistant at the time they are required to bump shall be allowed to bid into or bump any teacher assistant with less seniority and will be paid at a Classification 15.

WARWICK SCHOOL COMMITTEE

COUNCIL 94, WISE LOCAL 357

By   
Peter P. Horoschak

  
Cherie Nickerson  
President

**Warwick Public School District**  
**Classified Personnel Performance Evaluation Form-Revised No. 1**

Name: \_\_\_\_\_ Period of Report: \_\_\_\_\_ Date: \_\_\_\_\_

<b>School or Department</b>	<table border="1" style="border-collapse: collapse; width: 100%;"> <tr> <td style="text-align: center; padding: 2px;">Exc eed s Ex pec tati ons</td> <td style="text-align: center; padding: 2px;">Me ets Ex pec tati ons</td> <td style="text-align: center; padding: 2px;">Ne eds Imp rov em ent</td> </tr> </table>	Exc eed s Ex pec tati ons	Me ets Ex pec tati ons	Ne eds Imp rov em ent	<b>Job Title</b>
Exc eed s Ex pec tati ons	Me ets Ex pec tati ons	Ne eds Imp rov em ent			
<b>Evaluation Type:</b>					
Annual _____					
Probationary _____					
Other _____					

COMMENTS

1. <b>JOB KNOWLEDGE</b> Displays necessary knowledge and skills.				
2. <b>HUMAN RELATIONS</b> Is cooperative, considerate, and sensitive to others.				
3. <b>COMMUNICATION</b> Understands and responds to verbal and written information; expresses self clearly.				
4. <b>ADAPTABILITY</b> Is flexible; adapts to change.				
5. <b>DEPENDABILITY / JOB ATTITUDE</b> Is reliable, conscientious, carries out instructions.				
6. <b>DECISION MAKING JUDGMENT /INITATIVE</b> Evaluates alternatives; makes wise decisions based on policies and procedures; self-motivated to initiate actions.				
7. <b>QUALITY OF WORK</b> Reflects accuracy, neatness and thoroughness of work.				
8. <b>QUANTITY OF WORK</b> Amount of work satisfactorily completed; speed in completing assignments.				

	<b>SATISFACTORY</b>	<b>**NON SATISFACTORY</b>
<b>ATTENDANCE/PUNCTUALITY</b>		
<b>PERSONAL APPEARANCE</b> Cleanliness, grooming		

appropriate dress for job		
**Comment by evaluator is Required.		

**Employer's comments (primary evaluator or complementary commenter)**

\_\_\_\_\_  
**Primary Evaluator**  
**Employee's Comments:**

\_\_\_\_\_  
**Complementary**

Prepared by:	Note: Employee comments must be recorded on original copy and returned within 24 hours from the time of evaluation discussion. The signature below does not necessarily imply that the employee agrees with the preceding but only that he/she has seen and/or discussed it with the evaluator and/or supervisor.
Reviewed by:	
Human Resources:	

**Employee Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

Attendance Policy Wise/Union Members

Effective upon ratification

Exhibit C

It is the intention of the Warwick School Department's administration to stress the fact that regular and consistent attendance of all employees is essential to its efficient operation and is a necessary condition of employment. The following guidelines are put in place to ensure consistent enforcement and assist employees in understanding the importance of good attendance habits.

**Occurrence Point System**

Points will be calculated on a 12-month rolling period.

Points will accrue for the following occurrences.

<u>Occurrence</u>	<u>Points Charged</u>
Unapproved Late Arrival	.5
Unapproved Early Departure	.5
Unapproved Partial Hours	.5
Absent (Complete day)	1
No-call / No-show	2

Progressive Discipline - Points accrued in a rolling 12-month period.

<u>Accrued Points</u>	<u>Corrective Action</u>
.8	Verbal Warning
12	Written Warning
16	3-Day Suspension (unpaid)
20	Termination

- Consecutive days of absence attributable to a single illness will be considered one occurrence.
- Points will not be accrued for qualified occurrences.
  - Qualified occurrences will include: Vacation days, Jury Duty, Military Duty, Certified Workers Compensation Leave, Approved FMLA, One Personal Day and Bereavement.
  - For any month during which an employee works every scheduled work day, one point will be deducted from their accumulated point total. (No credits can be banked if the employee has no accumulated points).

**Patterns of Absence**

Employees who display a pattern of inability or failure to report for work may be subject to corrective action regardless of their overall attendance record. For example, an employee who is regularly absent from work on Friday or on the day before or after a holiday may be viewed as displaying a pattern of absence. A pattern of absence exists when an employee's absences occur with a common factor (day of week, day before/after holiday/regular days off, etc.) at least three (3) times within six (6) months.

### Sick Pay

Earned personal illness sick leave is insurance and intended to provide employees with income protection while they are unable to work due to their own illness or a doctor's appointments and/or medical procedures which cannot be scheduled outside of the work day. To receive pay for an unplanned absence, employees must call in before the scheduled start of their shift.

### Holiday Pay

The School Committee is extremely concerned about the use of personal illness and family illness time before or after a holiday. Accordingly, use of such leave time the day before or the day after will be subjected to strict review. To the extent that an employee takes personal illness or family illness time the day before or the day after a holiday on more than one occasion during a calendar year, the School Committee may require the employee to submit a doctor's note documenting such illness and future similar requests for leave. Failure to submit a doctor's note for additional such leave requests or continuing similar leave requests may result in disciplinary action.

### Job Abandonment

Absence for three consecutive workdays without proper notification is considered a voluntary resignation.

### Underlying Principals

- Overall attendance records are important when considering individuals for promotions, transfers, overall performance or rehire.
- From time to time an employee may encounter personal problems that prevent prompt and consistent attendance. Exceptions to this policy will be made on a case-by-case basis.