

**CONTRACT**

by and between

**BARRINGTON SCHOOL COMMITTEE**

and the

**BARRINGTON EDUCATIONAL SUPPORT**

**STAFF TEAM/NEARI/NEA**

**JULY 1, 2014 - JUNE 30, 2017**

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**PREAMBLE**

This agreement is made and entered into this 30<sup>th</sup> day of June, 2014, between the Barrington School Committee (hereinafter called the Committee or the Employer) and the Barrington Educational Support Staff Team/NEARI/NEA (hereinafter called the Association). This agreement will be effective as of July 1, 2014 and will continue and remain in full force and effect until midnight on June 30, 2017.

**WITNESSETH**

It being the mutual desire of the parties to continue to promote cooperation and harmony and to formulate rules to govern the relationship between the Committee and the Association, the parties agree as follows:

## ARTICLE 1

### RECOGNITION AND ASSOCIATION SECURITY

1.1: Bargaining Unit. The Committee recognizes the Association as the exclusive representative for purposes of collective bargaining of all secretaries, clerks, assistants, and bus drivers as certified by the Rhode Island State Labor Relations Board in Case No. EE-3340 (hereinafter called employees), employed by the Barrington School System.

1.2: Representatives. Both parties reserve the right to be represented through their designated representative(s). Each party will provide the other with a list of officers and representatives and will keep such a list up to date.

1.3: No Discrimination. The provisions of this agreement as well as School Committee policy, shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, handicap, national origin or political affiliation. The Association shall share equally with the employer the responsibility for applying this provision of the agreement.

1.4: Association Activities. No employee will engage in activities on behalf of the Association during the work day which will unreasonably interfere with the proper performance of her/his duties.

1.5: Bulletin Boards; Use of Buildings. The Committee will allow the Association use of bulletin board space. The Union will be permitted to use school buildings with proper advanced notice to the Superintendent of Schools and subject to building availability. The Union agrees that it will pay any custodial charge if a custodian is not normally on duty.

1.6: Part-Time & Temporary Employees. This Agreement shall not cover, or apply to, part-time or temporary employees. A part-time employee is any employee who works less than fifteen (15) hours per week and a temporary employee is any employee who is hired to assist staff at peak times during the year, to work on special projects or replace bargaining unit employees on leave.

1.7: School Committee Agendas. The President of the Union will be furnished a copy of the agenda of every School Committee meeting on or before the day prior to each meeting.

1.8: Pay for Grievance Meetings, etc. There shall be no loss of pay incurred by the Union's local officials in grievance, negotiations or hearings in connection with representing Union members. This provision is limited to those members directly involved in the meeting or hearing. In the case of hearings not related to grievance or negotiations, the union will be limited to up to three employees in pay status.

1.9: The Superintendent will meet with the President of the Union when appropriate at the mutual convenience of both parties.

## **ARTICLE 2**

### **RIGHTS OF ASSOCIATION**

2.1: Association Dues. As a condition of employment all employees in the bargaining unit who are members of the Association shall pay dues in any amount certified to the employer by the Association. As a condition of employment all other employees in the bargaining unit shall pay a service fee in an amount equal to the dues of an Association member.

2.2: The Committee agrees to deduct from the wages of each employee, who authorizes it in writing, such initiation fees and dues as the Association shall designate. Such deductions shall commence no later than the second payroll check in September and end with the first payroll check in June. A checkoff list setting forth the name and amount of dues deducted shall accompany the deductions when forwarded to the Treasurer of the Association.

## **ARTICLE 3**

### **MANAGEMENT RIGHTS**

3.1: Except as expressly limited by the provisions of this Agreement, the Committee retains the rights which preexisted the certification of the Association and the execution of this Agreement, including, without limiting the foregoing, the right to: manage the operations of the system and direct the working force; hire employees of its own selection (subject to bidding rights under other provisions of this Agreement); discipline, suspend and discharge employees for just cause; lay off employees, and post and require employees to observe reasonable rules and regulations.

3.2: Subcontracting. Use of Nonbargaining Unit Personnel - The Employer agrees that it will not exercise its right to subcontract bargaining unit work and to assign bargaining unit work to nonbargaining unit personnel if to do so would result in the lay-off of bargaining unit members; provided, however, that the employer reserves the unqualified right to subcontract bus services, but agrees to continue to employ bus drivers in another position.

3.3: Changing Job Duties. The Committee has the right to create new jobs, modify job duties of existing jobs and/or introduce new equipment for the performance of those duties subject only to the union's right to grieve and arbitrate the rate for any job which is substantially changed or the rate for any new job.

3.4: Job Descriptions. There shall be a job description for each position identified in Article 6 Section 1. The Association shall review and comment on any new or modified job descriptions.

3.5: Changes in Work Hours. Due to Changes in School Schedules or Population, the Committee reserves the right to modify the times when Employees are required to report to work and leave work whenever, in its judgment, it is necessary to do so to accommodate changes in the schedules for the school day or year or changes in the nature of the student population. This right includes the right to modify work hours in order to accommodate double sessions.

3.6: Relocation of Employees Due to Reorganization. Whenever, in its discretion, the School Committee decides to open new schools, close schools, or consolidate classes and/or students in existing schools, the Committee will have the right to relocate employees subject to Article 6 Section 13 of this Agreement.

3.7: Temporary Employees. The Committee reserves the right to employ temporary employees, as defined in this Agreement.

3.8: Overtime. The Committee reserves the right to assign reasonable amounts of overtime to employees subject to Article 15 Section 3 of this Agreement.

3.9: Employee Rights. Except as expressly limited by this agreement, employees covered by this Agreement shall have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist employee organizations, to hold office in and participate in the management of the Association, to act in the capacity of Association representative, and to engage in other lawful Association and concerted activities for the purposes of collective bargaining or other mutual aid or protection.

3.10: Freedom from Interference. Except as expressly limited by this Agreement, in the exercise of these rights, all employees covered by this Agreement shall be free from any and all interference, restraint, and coercion, and such employees shall be protected against unlawful discrimination in regard to conditions of employment.

## **ARTICLE 4**

### **PROBATIONARY PERIOD**

4.1: Duration of Probationary Period. Newly hired employees shall be considered probationary for a period of ninety (90) calendar days from the date of employment. With prior consent of the Association, the Committee may extend the probationary period for individual employees for up to an additional thirty (30) calendar days. During the probationary period employees shall be entitled to receive benefits and must authorize biweekly deduction of union dues immediately.

4.2: Termination During Probationary Period. During or at the end of the probationary period, the Committee may discharge any such employee at will and such discharge shall not be subject to the Grievance and Arbitration provisions of this Agreement.

## ARTICLE 5

### GRIEVANCE PROCEDURE

5.1: Definition. A grievance is any claim, complaint or dispute arising out of the interpretation or application of the terms of this Agreement; or any claim that discipline was not for just cause; or any dispute that the School Committee policies, rules and regulations conflict with any of the terms of this Agreement. Grievances may be initiated by individual members or by the BEST/NEA on behalf of a group of members as provided in Article 5 Section 3. In the event that the School Committee wishes to obtain an interpretation or clarification of this Agreement, it may present a grievance at LEVEL 4.

5.2: Grievance Procedure. The following procedure shall apply for the presentation and disposition of all grievances.

**LEVEL 1.** - An Employee shall first discuss the grievance informally with her/his supervisor. If the issue is not resolved informally, it may be presented to the supervisor as a formal grievance in writing. A Level 1 grievance is not deemed filed until placed in writing. The supervisor shall respond in writing to the employee and her/his representative, or the Association in the case of a general grievance, within five (5) days of the presentation of the written grievance.

**LEVEL 2.** - In the event a satisfactory settlement is not reached following the fifth (5th) day as provided for in Level 1, an aggrieved employee or her/his representative, or the Association in the case of a general grievance, may, within five (5) additional working days, present the grievance to the Director of Administration and Finance or her/his representative. The latter shall grant a hearing to the aggrieved and/or her/his representative within five (5) working days of the presentation and return her/his written disposition within five (5) working days after the hearing.

**LEVEL 3.** - In the event a satisfactory settlement is not reached following the fifth (5th) working day after the hearing, as provided for in Level 2, an employee and her/his representative or the Association in the case of a general grievance, may, within five (5) additional working days present the grievance to the Superintendent of Schools or his/her representative. The Superintendent or his/her representative shall grant a hearing to the aggrieved employee, or the Association in the case of a general grievance within ten (10) working days of the presentation to the Superintendent or his/her representative. The Superintendent or his/her representative shall render within ten (10) working days of such hearing a written disposition to the aggrieved employee and his/her representative or the Association in the case of a general grievance.

**LEVEL 4.** - All grievances which are not disposed of in levels 1, 2, and 3 shall, if demanded in writing within thirty (30) calendar days after the answer of Level 3, be disposed of by arbitration in the following manner:

1. The grieving party shall, after so notifying the committee, refer the issue to the American Arbitration Association.
2. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules.
3. The arbitrator shall not be empowered to make any decisions amending, modifying, adding to or subtracting from the provisions of this Agreement.
4. The Committee and the Association shall share equally the compensation and the expenses of the arbitrator.

5.3: Initiation of Grievances. A grievance must be initiated within twenty (20) working days of the occurrence of the cause for complaint or if neither the aggrieved employee nor the Association had knowledge of said occurrence at the time of its happening, then within twenty (20) working days of when either the aggrieved employee or the Association knew, or should have known, of said occurrence. Any grievance not filed or appealed to a higher level within the time limits provided for in this Agreement, shall be conclusively waived by reason of failure to process within the time limits provided.

5.4: Attendance at Meetings. When it is necessary for an Association representative and aggrieved employee to attend a grievance meeting or hearing during her/his normally scheduled work hours, she/he shall, upon notice to her/his supervisor, be released without loss of pay for the time required to attend the grievance meeting or hearing.

5.5: Failure to Answer Grievances. Failure of the Employer to answer a grievance at any step shall not be deemed acquiescence to or acceptance of the grievance. In such cases, the grievance may be processed to the next step in the grievance procedure.

5.6: Time Limits. All time limits in this grievance and arbitration procedure are of the essence and may be waived only in writing, signed by authorized representatives of the Employer and the Association. The phrase "working days," as used in this Article, is exclusive of weekends and holidays.

5.7: Discharge and Discipline Arbitrations.

1. Standard of Proof - The Employer has the burden of proof in all cases of discipline, including discipline for acts or omissions of a criminal nature. In all such cases, the standard of proof shall be a preponderance of the evidence.
2. Technicalities - The Employer may modify the reasons given for discipline up to, and including, its written answer in the last grievance step before arbitration.
3. Back Pay - No arbitrator shall have the authority to award back pay prior to the date when the grievance was filed and any award of back pay shall be reduced by interim earnings and unemployment benefits earned or received by the grievant.



Back pay shall be limited to straight time paid for the grievant's regularly scheduled hours of work.

## **ARTICLE 6**

### **SENIORITY, BIDDING, TRANSFERS**

6.1: Seniority. Seniority shall be defined as length of time an employee has worked continuously in one of the following Classifications:

#### **CLASSIFICATION 1**

- Payroll Clerk
- Accounts Payable Clerk
- Sec. to Director of Curriculum and Instruction
- Sec. to High School Principal
- Sec. High School Guidance

#### **CLASSIFICATION 2**

- Sec. Director of Pupil Personnel
- Sec. Elementary Principals
- Sec. Middle School Principal
- Admin. Clerks

#### **CLASSIFICATION 3**

- Guidance Clerk (12 months)
- General Office Clerk (12 months)
- Guidance Clerk (10 months)
- General Office Clerks (10 months)

#### **CLASSIFICATION 4**

- Teacher Assistant - Regular Instruction
- Library Assistant

#### **CLASSIFICATION 5**

- Teacher Assistant Special Education I
- Teacher Assistant Special Education II
- Special Education Bus Driver
- Special Education Bus Assistant

#### **CLASSIFICATION 6**

- Program Assistant

6.2: Commencement of Seniority. A new Employee's seniority shall commence after the completion of her/his probationary period and shall be retroactive to the most recent date of her/his hire or transfer into a position covered by this Agreement.

6.3: The seniority of other Employees shall date from their promotion to or transfer into their current classification; provided, however, that any Employee moving from one classification group to another will retain her/his seniority in the old group for two (2) years and thereafter that seniority will be added to the seniority she/he has accumulated in the new group.

6.4: In the event that two or more members of the bargaining unit have the same seniority date within a classification, seniority shall be determined by the date and time stamp on the signed acceptance letter.

6.5: Loss of Seniority.

An Employee's seniority shall be lost when she or he:

- a) Terminates voluntarily.
- b) Is discharged for cause.
- c) Is laid off for a period of two (2) years or a period exceeding the length of the Employee's continuous service, whichever is greater.
- d) Retires.
- e) Is absent without notifying the Employer for three (3) consecutive scheduled working days and such Employee will be deemed to have voluntarily terminated his/her employment, unless absence and notification is beyond the control of the employee.
- f) Fails to report to work within fourteen (14) calendar days following receipt of notification of recall from layoff.
- g. Fails to return to work upon expiration of a leave of absence.
- h) Two (2) years after he/she transfers or is transferred to another seniority group.

An employee who transfers or is transferred to a position out of the bargaining unit shall retain their seniority up to the date of transfer.

6.6: Seniority Lists. The President of the Association shall be given a copy of the seniority list by September 30 of each school year for verification purposes. She/he shall validate such list with the membership. If differences arise in seniority dates, the President and the Superintendent shall investigate the differences so that a formal list can be adopted by the parties.

6.7: Layoffs Full-Time Employees. In the event of a layoff in a Classification, the employee laid off will have the right to bump the most junior employee in that Classification, or, if the employee laid off is the most junior employee in that Classification, then she/he will have the right to bump the most junior employee of all the employees in the Classification with the next higher number (e.g. employees in Classification 1 can bump to Classification 2 and so forth). If the employee is the most junior employee in her/his Classification and the next highest number Classification, she/he will have no bumping rights. Notwithstanding the foregoing, no employee may bump:

1. a bus driver unless she/he is a certified bus driver.
2. a Teacher Assistant special education whose skills are needed by a special needs child cannot be bumped as long as that child is enrolled.
3. any individual in classification 6.

Employees may waive bumping rights and elect to take the layoff. Employees shall be recalled to their Classifications in reverse order of layoff.

6.8: Layoffs Part-time Employees. Part-time employees shall have the same rights as described in Article 6, Section 7 but may only bump part-time employees who work the same number of hours or less.

6.9: Benefits During Layoff. An Employee who is laid off shall continue to receive health and dental benefits specified in this contract for a period of thirty (30) days. After the 30th day, an employee may elect coverage in accordance with COBRA.

6.10: Posting Jobs. A vacancy is defined as an opening which results from the death, resignation, retirement, discharge or long term leave-of-absence of a full-time BEST member, or from the creation of a new full-time position.

All vacancies including new positions shall be posted for a period of five (5) business days prior to the filling of such vacancies. Postings shall be made on the district's website and notice via email sent to the president of the association and all BEST members currently employed by the District or those members with a right of recall. Results of the posting will be emailed to the President of the Union.

6.11: Bidding on Same Job. When an employee applies for a new or vacant position within the same job title (e.g. teacher assistant, bus driver, guidance clerk, general office clerk) seniority will govern the transfer.

6.11a: Exception for Teacher Assistant Special Education only: Postings for positions that are governed by particular needs as indicated by a child's IEP(s), that position will be filled with the individual who is capable and qualified. When more than one candidate is equally qualified seniority shall prevail. Every effort will be made to provide the specific needs of the child/class within the context of maintaining confidentiality.

6.12: Bidding on Other Jobs. When a vacancy occurs or a new position is created, that position will be filled on the basis of qualifications. When applicants are equally qualified in terms of education, training, experience, ability, and previous employment record, seniority shall prevail.

6.13: Transfers. If a transfer is needed, volunteers will first be sought for transfer. If there are no volunteers, the most junior employee in the job title in question will be transferred.

6.14: Displacement: Displacement shall mean an individual(s) displaced from their current position as a result of the elimination of a specific position or specific program within a building. An email notice will be sent to the individual(s) affected by this change. The intent of the displacement notice is to allow an individual(s) an opportunity to bid on potential job posting. Article 6 Section 7 shall be in effect when there are no available positions.

Individual(s) will be displaced in reverse order of seniority based on program needs within the building.

## ARTICLE 7

### HOLIDAYS & VACATION

7.1: Holidays. The following holidays shall be paid holidays for twelve month employees and bus drivers who work 230 days:

New Year's Day*	Columbus Day*
Martin Luther King Jr. Day*	National Election Day
Presidents' Day*	Armistice Day*
Good Friday*	Thanksgiving Day*
Memorial Day*	Day after Thanksgiving
Fourth of July	December 24
Victory Day	Christmas Day*
Labor Day	December 31

Ten-month employees will be entitled to the paid holidays indicated by an asterisk. Labor Day shall be a paid holiday for all employees whose work year begins prior to Labor Day. During the summer, ten-month employees shall be paid for a holiday that falls within their workweek.

Holiday pay shall be based upon the average number of hours worked during that week.

Good Friday will not be considered a holiday, if teachers and/or students are required to attend school on that day.

When a holiday falls on a weekend it will be celebrated on the same day that schools are closed for that holiday or, when school is not in session, on the day officially designated by the Superintendent.

7.2: Vacation Schedule. Twelve month employees and bus drivers who work 230 days, will receive paid vacations in accordance with the following schedule:

YEARS IN SYSTEM	NUMBER OF PAID VACATION DAYS
1 - 5	15 days
6 - 14	20 days
15 - years and over	25 days

7.3: Vacation Schedule. Ten month employees who have completed at least one (1) year of service shall be entitled to five (5) days vacation.

Ten-month employees, who have completed at least one (1) year of service and work a minimum of four weeks, during the summer, shall receive one (1) vacation day for each two-week period worked for a maximum of five (5) days. These vacation days will be calculated based upon the average number of hours worked during that four-week period and must be taken during school vacation periods.

Fifty percent of each employee's vacation must be taken during periods when school is in recess. This provision shall not apply to ten month employees.

All requests for vacation days must be submitted one week in advance to the Superintendent of Schools or his designee. No more than one half of the employees from a building may be on vacation at the same time.

Whenever a holiday falls within a vacation period of an employee, such employee shall receive an additional day off with pay.

Vacation time may not be accumulated. Vacation days must be used during the fiscal year(July 1 - June 30) they are granted.

## **ARTICLE 8**

### **BEREAVEMENT**

8.1: Entitlement - Close Relatives. Employees who have finished their probationary period shall receive full pay for a period not to exceed five (5) calendar days from the date of death in the event of death in their immediate family. Immediate family is defined as follows: Father, Mother, Stepfather, Stepmother, Wife, Husband, Brother, Sister, Son, Daughter, Mother-in-law, Father-in-law, Grandchildren, Brother-in-law, Sister-in-law, Son-in-law, Daughter-in-law or any member of the employee's household. (Employees shall receive three (3) days in the event of the death of a Grandparent.)

8.2: Entitlement - Collateral Relatives. An employee shall be entitled to be absent without loss of pay on the day of the funeral for, nieces, nephews, uncles, aunts and cousins.

8.3: Distant Travel. In the event distant travel is necessary, then additional days off without pay (or with accrued personal or vacation leave pay) may be granted at the discretion of the Superintendent or his/her designee. Such permission for additional time off shall not be arbitrarily withheld.

8.4: Alternative Arrangments: Should circumstances warrant it, the Superintendent may allow alternative bereavment arrangements in individual cases

## **ARTICLE 9**

### **SICK PAY**

9.1: Entitlement - 12 Month Employees. At the beginning of each fiscal year a twelve month employee hired prior to September 1, 2011 who has completed at least one full year of employment shall receive eighteen (18) days for sick leave, employees hired after August 31, 2011 shall receive fifteen (15) days of sick leave, which shall be added to the individual's sick leave accumulation.

9.2: Entitlement - 10 Month Employees. At the beginning of each fiscal year a ten month employee hired prior to September 1, 2011 who has completed at least one full year of employment shall receive fifteen (15) days of sick leave. Employees hired after August 31, 2011 shall receive twelve (12) days of sick leave which shall be added to the individual's sick leave accumulation.

9.3 Prorated Sick Days. Individuals who take an unpaid leave of absence in excess of thirty (30) days, sick days shall be prorated based on the actual time worked in that year.

9.4: First Year Employees. First year employees shall begin with a bank of two (2) days and accrue sick leave at the rate of one and one quarter working days at the end of each month of employment.

9.5: Maximum Accrual. No individual shall be allowed to accrue more than 120 days.

9.6: Buy Back. All employees who accumulate as of the end of any fiscal year in excess of 120 days will be compensated at the rate of 75% of their per diem earnings for the days over 120. Payment will be made in their first paycheck for the following fiscal year.

9.7: Doctor's Certificate. Upon request of the Superintendent of Schools, an employee will furnish a certificate from a medical doctor for any absence due to sickness which exceeds five (5) consecutive days. If the employer believes that an absentee pattern has developed, the employer will advise the employee that if such absenteeism continues, a physical examination may be required at the expense of the employee.

9.8: Personal Business. Each employee will be allowed to use three (3) days of each year of sick leave for personal business, which cannot be conducted at any other time without loss of pay. Personal leave on the day preceding or the day following a holiday or vacation period shall be allowed only upon showing a valid cause to the Superintendent of Schools or his designee that a valid cause exists. The decision of the Superintendent or his designee shall be final and not subject to grievance. Whenever possible, requests for such leave must be submitted three (3) day in advance.

9.9: Statements. Each member shall be responsible for accessing his/her accumulated time in the web-based attendance tracking software. Employees shall be notified in writing of their job assignments when available no later than August 15th of each fiscal year. However such assignments are subject to change based on building and student needs.

9.10: On the Job Injury. Employees shall be covered under the provisions of the Workers' Compensation Act of the State of Rhode Island. Whenever an employee is absent from work as a result of an on the job injury, he/she shall receive the difference between workers' compensation and his/her full salary by utilizing pro-rated accumulated sick leave at the rate of 1/2 sick leave day for each day absent for a maximum of one year or until accumulated sick leave is exhausted, whichever occurs first.

### 9.11: Major Illness Bank

1. All employees covered by this contract, who have completed one year of service in Barrington are eligible for membership in the Major Illness Bank. The purpose of the Bank shall be for cases of major illness or accident. The major illness bank may not be charged for absences resulting from workers' compensation.
2. Only employees who contributed to the Major Illness Bank for more than one year are eligible to apply for benefits without exception.
3. Initial membership in the Major Illness Bank requires a voluntary contribution of two (2) sick leave days within the first ten (10) school days of the opening of school.
4. Each year after the initial donation one (1) sick leave day shall be deducted automatically from each member.
5. Any employee who wishes to withdraw from the Bank must submit a written request to do so within ten (10) school days of the opening of school. An employee who withdraws will not be permitted to withdraw her/his contributed days.
6. The Major Illness Bank may be charged for sick leave required, in cases of major illness or accident, only after the employee has exhausted all but three (3) days of accumulated sick leave and vacation leave has been exhausted, or thirty (30) consecutive working days of illness, whichever shall last occur.
7. The Major Illness Bank shall be administered by a committee consisting of three (3) members. Two (2) members of BEST selected by the association and One (1) member selected by the Superintendent. The member selected by the Superintendent shall serve as chairperson.
8. Individuals requesting days from the Major Illness Bank must submit their request in writing to the Bank Chairperson.
9. In administering the Major Illness Bank, the committee may use such data and criteria as it may deem to be necessary to enable it to make its decision on an application, under this provision, including but not limited to:
  - (a) Adequate medical evidence of major illness or accident submitted by the applicant;
  - (b) Prior utilization of all eligible sick leave and vacation leave by the applicant;
  - (c) Physical examination of the applicant by a physician of her/his own choice at the expense of the applicant;
  - (d) The number of available days in the bank and other applications for grant therefrom.

10. The Bank shall not be charged more than 165 days for any one major illness or accident.
11. A copy of the action taken by the committee shall be forwarded to the President of the Association and filed in the employee's personnel folder.
12. The unused days remaining in the Major Illness Bank on June 30 of any school year may be carried over to the successive school year, provided that the Bank shall not exceed three hundred (300) days at the beginning of a school year.
13. The decisions of the aforementioned committee shall not be subject to the grievance procedure.
14. If an individual granted paid leave by the Major Illness Bank Committee subsequently returns from sick leave and thereafter suffers a recurrence of the same illness or a new illness, the Committee may waive the 30-day requirement if the period intervening between illnesses was inadequate to permit the individual to accumulate 30 days of individual paid sick or vacation leave.

## **ARTICLE 10**

### **JURY DUTY**

10.1: Employees shall be granted leaves of absence for required duty on the jury. Such employees shall receive that portion of their salary which will, together with their jury pay, equal their total salary for that period.

## **ARTICLE 11**

### **PARENTAL & PERSONAL LEAVE**

11.1: Maternity leave shall be for the period of time during the pregnancy in which the employee is physically disabled by reason of the pregnancy from performing her duties and extending after the termination of pregnancy for the period of time immediately following said termination that the employee is physically disabled from performing her duties. The employee must notify the School Committee in writing of her pregnancy and inform the School Committee in said notification of the estimated date at which her disability will prevent her from performing her duties. The employee must also notify the School Committee after the termination of the pregnancy of the estimated date at which she will be able to return to her duties. While absent on maternity leave the employee shall be entitled to utilize her accumulated sick leave. If the maternity leave extends beyond the number of days of sick leave accumulated by the employee then the remainder of the maternity leave shall be without pay. The employee must return from maternity leave as soon as she is physically able to perform her duties.



11.2: Parental Leave. Every employee who has completed at least one full year of employment shall be entitled to parental leave as defined and provided in Section 28 Chapter 48 of the General Laws of Rhode Island.

11.3: Extension of Parental Leave. In addition to the foregoing statutory parental leave, employees may request and be granted for a period not to exceed six (6) months, an extension of unpaid parental leave (for the same reasons as provided in the law) and may continue health and dental coverage by prepaying the premiums quarterly.

11.4: Personal Leave. Members of the bargaining unit who have been employed for one year or more may request unpaid leave for personal reasons for periods of not more than one year. The Employer shall have discretion to grant or deny such requests. If personal leave is granted, the employee will be restored to her/his former position at the end of the leave. The employee may continue health benefits by prepaying the school department on a quarterly basis.

## **ARTICLE 12**

### **HEALTH, DENTAL & LIFE INSURANCE**

12.1: Health. The Committee shall provide to all employees except as provided in 1245 healthcare insurance, with student to age 23 (or as required by federal law), including family plan coverage for those eligible. The school committee will pay 82.5% of the cost. Notwithstanding the above, the school committee will pay 80% of the cost for employees hired after August 31, 2011.

12.2: Dental. The Committee shall provide to all employees except as provided in 12.4 dental insurance, with student to age 23, including family plan coverage for those eligible. The school committee will pay 82.5% of the cost. Notwithstanding the above, the school committee will pay 80% of the cost for employees hired after August 31, 2011.

12.3: The School District shall provide a plan of healthcare insurance, known as the current “PPO Co-insurance Benefit Plan”, as outlined in the attached Schedule and further described in the Subscriber Agreement between the District and the Plan Administrator. The benefits as described in the Subscriber Agreement shall remain in effect for the period of this contractual Agreement. The NEA-BEST acknowledges that the Plan Administrator reserves the right to adjust the benefits in various circumstances including change resulting from any state or federal law or regulation. The NEA-BEST also acknowledges that the Prescription Drug Formulary (prescription drugs & dosage forms) covered under this Plan may be subject to periodic review and changes. The Union accepts such Plan Administrator based changes.

12.4: Proration of Benefits. Individuals working less than thirty-five (35) hours per week shall have such benefits prorated, with the employer paying the portion of the cost in 12.1 and 12.2 determined by multiplying the cost by the ratio of the hours the employee works to thirty-five (35) and the employee paying the balance of the cost.

12.5: Waiver of Health & Dental Insurance. An employee may elect to waive the health and/or dental insurance plan coverage provided in 12.1 and 12.2 above. In such cases, except as provided in 12.4, shall receive two thousand five hundred (\$2,500) dollars for health insurance and two hundred fifty (\$250) dollars for dental insurance. An employee who makes such election may re-enroll in either or both such plans only on the plan anniversary date, provided, however, that an employee who has made such election because of duplicate coverage may re-enroll, as permitted by the carrier, immediately upon losing such duplicate coverage.

12.6: Life Insurance. The Committee shall provide to all employees group term insurance in the amount of \$20,000.

12.7: Deductions for a financial institution named by the Association on or before August 15th of each year shall be made from the paychecks of those employees requesting such deductions.

12.8: Tax Sheltered Annuity. Employees will be eligible through payroll deductions to participate in a "Tax Sheltered" Annuity Plan established pursuant to United States Public Law 87-370 and in accordance with reasonable rules established by the Committee. Employees shall be notified of any changes to these rules.

12.9: The Plans provided for in Sections 12.1, 12.2, and 12.3 hereof may be changed with the consent of the Union.

12.10: During the term of this Agreement, the School Committee agrees to maintain medical and dental insurance plans and PPO network substantially equivalent to the current PPO co-insurance benefit plan and current Barrington Dental Plan if an alternative is proposed.

12.11: Should any federal or state law mandate insurance coverage that is inconsistent with that set forth herein, the parties agree to meet immediately to negotiate successor language to conform with the newly enacted provision(s).

## **ARTICLE 13**

### **RETIREMENT SYSTEM**

13.1: An employee who has completed ten (10) years of service in the Barrington School System and who on or before April 1 of each school year retires under the State Municipal Employee Retirement System shall receive a payment of one hundred fifty dollars (\$150.00) for each year of service in the Barrington School System. The maximum payment hereunder shall be \$4,500. Said payment shall be made during the last month of employment in the work year in which the employee is retiring.

13.2: An employee who retires after January 1, 2003 will be eligible for COLA in accordance with PLAN "C" of the State Municipal Employee System.

13.3: Post-Employment Health Insurance. Employees hired prior to September 1, 2011 and retiring after June 30, 2013, having completed ten (10) years of service and having retired under the State Municipal Employee Retirement System shall be entitled to four (4) years of individual coverage, in accordance with 12.1, at the time of retirement. Employees hired after August 31, 2011 shall not be entitled to benefits defined within this section at retirement.

13.4: Upon retirement (See Footnote Definition), and not resignation, from the Barrington school system, BEST shall be entitled to any one of the health insurance coverages as defined in section 13.3 (not including dental coverage) offered to active employees by the Agreement then in effect on the following terms and conditions:

13.5: For the purposes of this section, continuous service shall not be broken by:

1. Absence from the District based on any contractual or statutory right to a leave of absence; or
2. Termination of employment as a result of a layoff for financial reasons or reduction in force followed by rehire within a two year period.

13.6: Continuous service shall be broken by: retirement, resignation, and termination for cause (other than as specified in # 2 above).

13.7: Retirement Retiree health insurance benefit calculation will begin using the most recent date of hire for positions covered by this agreement and actual years worked in Barrington from that date.

(Footnote Definition) Retirement is defined as terminating the employment relationship with the District by retiring (as opposed to termination for any any for other reason), applying for and receiving pension benefits from the Municipal Employees Retirement System of Rhode Island.

## **ARTICLE 14**

### **HOURS OF WORK**

14.1: Full-time Work Week/Day. The work week for full-time employees is thirty-five (35) hours per week and seven (7) hours per day, except for certain full-time employees who currently work more than 35 hours. Those employees have the following hours during the school year:

Full time Bus Drivers - 40 hrs/week & 8 hrs/day  
Secretary to High School Principal - 40 hrs/week & 8 hrs/day  
One High School Clerk - 37 1/2 hrs/week & 7 1/2 hrs/day

In the summer the secretary to the high school principal and the high school clerk work 35 hours/week, 7 hours/day. In the summer, full-time bus drivers may work less than full-time

hours. Seniority will govern the choice of summer routes for full-time bus drivers until there are no scheduled routes to be assigned.

14.2: Hours of Work. The length of the work year for ten month employees shall be equal to the number of days when students are present. Ten month employees who are requested to work in addition to their normal work year shall be compensated at their regular hourly rate plus longevity by submitting time sheets to the payroll clerk. The length of the work year for Secretaries to Elementary Principals shall include an additional ten (10) days to be determined by the building principal.

14.3: Changes in Work Schedules. At the beginning of of each year the Employer will establish work schedules for each employee. For the remainder of the academic year those schedules will not be changed without first discussing the change with the affected employee and/or for arbitrary or capricious reasons.

14.4: Break Periods. Full time employees will be allowed two (2) fifteen minute breaks per work day. The employer reserves the right to schedule such breaks according to the needs of the department. Provided that in taking the break the employee's schedule is not increased and no further salary expense is incurred by the employer.

14.5: Changes in 10 and 12 Month Schedules. If the Employer changes a 10 month position to a 12 month position or vice versa, the incumbent will first be offered the changed position. If she/he refuses, the position will be offered to other employees in the same position in order of seniority. If all refuse, the most junior employee in the position will be required to take the position and the incumbent will be transferred to that employee's job.

14.6: Summer Work. If additional work in the summer is available, the Employer will offer that work to permanent employees before hiring temporary employees in the following order:

**First**, to the employee presently performing the duties if the work is part of that employee's duties.

**Second**, to twelve (12) month employees whose hours have been reduced provided they are qualified and available to perform the work when the work is to be performed.

**Third**, to all ten (10) month employees on the basis of seniority, provided, however that if any employee bidding on the work is not qualified to perform it, a temporary employee may be hired instead. The decision by the Employer relative to qualifications will not be exercised in an arbitrary or capricious manner.

14.7: Inclement Days. When school is canceled due to snowy weather, ten month employees will not report to work and will not be compensated for the time lost, however, they will be permitted to make up the day missed when the day is rescheduled. Twelve month employees, other than bus drivers, will be required to work, however, the School Department, if requested, will provide transportation to and from work. If it is not possible to provide transportation, or if the employee is up to one half hour late, they will be compensated for time lost. Bus drivers not able to work

when school is canceled due to inclement weather shall be permitted to use a vacation or personal day in lieu of losing a day's pay. The pay for said day shall be calculated based on the average hours worked for that week.

14.8: All employees assigned to a student with special needs shall receive information about the student on a need to know basis. The information received by the employee shall be considered confidential. Disciplinary action will be taken against any employee who breaches confidentiality.

## **ARTICLE 15**

### **OVERTIME**

15.1: Entitlement. Full time employees, except bus drivers, shall be paid one and one-half times their regular straight-time rate of pay for all hours actually worked in any workday in excess of their scheduled hours for that day. Bus drivers shall be paid one and one-half times their regular hourly rate of pay for all hours actually worked in any workday in excess of eight (8) hours for that day. All employees shall be paid double time for work performed on Sundays or holidays.

15.2: Scheduling. All overtime must be scheduled by or requested from the employee's immediate supervisor.

15.3: Assignment. Overtime will first be offered to the employee performing the duties if the work is part of that employee's duties. If for any reason that employee refuses or is unavailable to perform the work it will be offered to employees in the same classification and building where the work is to be performed on the basis of seniority.

15.4: Use of Cars. Employees who are required to use their personal automobiles in conjunction with their job will be compensated at the current rate paid other School Department employees.

15.5: Servicing Buses. A bus driver who is required to have her/his bus serviced on personal time shall be compensated for this time at the rate of time and one-half for a minimum of one half hour.

15.6: Teacher Assistants - Classroom Coverage. When a teacher assistant takes over a classroom and has sole responsibility for students, for forty-five (45) minutes or more, when the teacher is involved in I.E.P. meetings, planning periods or conferences, she/he will be paid 1 1/2 times her/his hourly rate.

## **ARTICLE 16**

### **STRIKES AND LOCKOUTS**

16.1: Neither the Union, nor any employee shall instigate, engage in, support, threaten, encourage, or condone a strike, work stoppage or slow-down. The Committee will not engage in a lockout.

## **ARTICLE 17**

### **BUS DRIVERS**

17.1: Inspection. Bus drivers will not be required to drive buses which have not been inspected in accordance with state law or regulation except to return the bus to Barrington if it fails inspection.

17.2: Courses. Bus drivers who are required to attend courses pertaining to their jobs shall be compensated for their time.

17.3: Drivers. Individuals who possess a Commercial Driver's License and who work on a special education bus shall be paid as a special education bus driver.

17.4: Equipment. Every bus will be equipped with a working radio for traffic, weather and school closing reports as well as a removable first aid kit, and a heater.

17.5: Testing. Drivers may only drive buses for which they have been tested.

17.6: Speed Limits. Drivers may not be required to exceed the speed limit in order to complete their route in the allotted time.

17.7: Rain Gear. The Employer will provide each bus driver with one pair of waterproof boots and one rain jacket. If this equipment is lost, the driver must replace it. If it becomes worn out, the Employer will replace it, if the driver turns in the old equipment.

17.8: Substitutes. The Employer will attempt to secure a list of substitutes who would be willing to serve as bus monitors, on an as needed basis. If in an emergency an assistant is required to serve as a bus monitor, she/he will be paid a minimum of one hour at time and one half, but without duplication of overtime due under other provisions of this agreement.

17.9: Physicals. Annual physicals required for recertification shall be provided by the School Committee. The Physicals shall be conducted by qualified health service providers selected by the School Committee.

## **ARTICLE 18**

### **EVALUATION**

18.1: An Evaluation Committee consisting of two persons appointed by the School Committee and two persons appointed by the President of the Association shall oversee the evaluation process. All impasses reached by the Evaluation Committee, shall be submitted to the superintendent for resolution.

18.2: A Subcommittee appointed by the Superintendent to create or revise the appraisal process for a particular group must have at least one member designated by the President as the representative of the association.

18.3: Any and all changes must be mutually agreed to by the Barrington School Committee and the Association.

18.4: The evaluation process shall not be used as a disciplinary instrument.

## **ARTICLE 19**

### **MISCELLANEOUS**

19.1: Tuition. All support staff who have completed one year of employment shall be eligible for tuition reimbursement, subject to the conditions and procedure set forth in this Section.

1. Application for approval to take a course/workshop must have prior approval from the Superintendent of schools. In granting approval the superintendent should consider the relationship of the course/workshop to the employee's position.
2. To receive tuition reimbursement the employee must meet one of the following requirements:
  - a. Attain a minimum grade of B in any course taken at an accredited institution of higher education offering a minimum of an associate's degree.
  - b. Successful completion of a workshop in which letter grades are not given.
3. Tuition reimbursement for any course/workshop will be limited to 80% of the cost of tuition not to exceed \$400 per course/workshop and a fiscal year maximum of \$800 per individual.

19.2 Teacher Assistants in Classroom. Teacher Assistants will perform work as assigned by the teacher, provided, however such assignments do not conflict with her/his job description/training.

19.3: Calling Substitutes. The district shall have the option to utilize an automated sub calling system. When the system is not available, employees who are required to use their home phones to receive calls from teachers who cannot report to work and to call substitutes for those teachers will be compensated at the rate of time and one half for thirty minutes on each of the 180 days of the school year. These duties shall be performed by the Secretary to the High School principal, Secretary to the Middle School principal and the Payroll Clerk.

- a) In the event any member of the bargaining unit volunteers to accept the assignment of any said employees, said member may at their option be relieved of said assignment for the duration of the volunteer's agreement to perform said duties.

- b) For calls required to be made on holidays or weekends, employees shall be compensated at the rate of time and one half for time spent using the phone for those purposes, and will maintain time records for such time on forms provided by the employer which will be turned into the business office weekly.
- c) The School Committee reserves the right to install special telephones in employees' homes which will monitor the time spent on such calls or to subcontract this work to an outside source. Employees, upon presentation of their monthly phone bills to the business office, will be reimbursed for long distance calls to substitutes and any calls to substitutes which exceed their minimum units for the month in question.

19.4: Benefits & Privileges. The following benefits and/or privileges will continue to be enjoyed by all bargaining unit employees:

1. The ability to switch lunch periods with fellow employees so long as each office is covered.
2. The ability to discharge sick or personal days on a half day basis.
3. The ability to work through coffee breaks and leave early subject to the approval of the immediate supervisor.
4. Early release to attend retirement party.

19.5: Expense of Printing. The Union and Employer will alternate the printing of the contract.

19.6: The Barrington School Committee agrees that the Barrington Educational Support Team NEARI/NEA may use the inter-school mail system so long as this practice does not constitute a violation of federal or state law.

19.7: Based upon the results of the Teacher Assistant Task Force, The School Committee will develop a structure that rewards employees for demonstrated achievement of competencies. Said structure shall be subject to the approval of the Association.



## ARTICLE 20

### WAGES

20.1: The wages of all persons covered by the Agreement are set forth in Appendix "A" which is attached hereto and made a part hereof. Increases during the contract period effective July 1, 2014 are as follows :

2014-2015	1.75%
2015-2016	1.75%
2016-2017	1.75%

20.2: Temporary Transfer to Higher Classification. Any bargaining unit member who fills a position paying a higher hourly wage, for seven (7) consecutive hours shall be paid according to their step in the higher wage step, retroactive to the first hour.

#### 20.3: Steps

Step 1 - Starting Salary

Step 2 - After one year of continuous full time employment

Step 3 - After two years of continuous full time employment

Step 4 - After three years of continuous full time employment

Steps are based on continuous employment from the date of hire.

Increases will take place on the anniversary date.

20.4: Longevity. Longevity payments based upon the schedule listed below shall be made in June of each year and calculated on the basis of the employees normal work week.

Completed Years of Service	1st Yr.	2nd Yr.	3rd. Yr.
10	.50	.55	.60
15	.60	.65	.70
20	.70	.75	.80

20.5: Professional Development. There shall be a standing Professional Development Committee appointed by the BEST President and Superintendent. Said committee shall develop a professional development program for all BEST members. In addition, said committee shall develop, no later than June 10 of each year, a program for the following academic year. The Committee recognizes that BEST Members are an integral part of Barrington's professional learning community. To this end, the Committee is dedicated to providing regular and relevant professional development opportunities to BEST members.

**ARTICLE 21**

**DURATION**

21.1: This Agreement shall be in full force and effect from July 1, 2014 to midnight on June 30, 2017 and will terminate on that date unless extended or renewed by the parties.

21.2: Severance Clause. If any Article or Section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby.

**IN WITNESS WHEREOF**, the parties hereto have set their hands as of the day and year first above written.

**BARRINGTON SCHOOL COMMITTEE**

By: Kirk D. Brady

**NEA/BEST**

By: Laura A Maxwell

## Appendix A

<b>2014-2015</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Payroll Clerk	\$20.48	\$21.13	\$21.72	\$22.28
Accts Payable Clerk	\$20.48	\$21.13	\$21.72	\$22.28
Sec Asst Superintendent - Instruction	\$20.48	\$21.13	\$21.72	\$22.28
Sec HS Principal	\$19.23	\$19.88	\$20.45	\$21.11
Sec HS Guidance	\$19.23	\$19.88	\$20.45	\$21.11
Sec Dir Spec Ed	\$18.25	\$18.83	\$19.40	\$20.07
Sec Elem Principal	\$18.25	\$18.83	\$19.40	\$20.07
Sec MS Principal	\$18.25	\$18.83	\$19.40	\$20.07
Admin Clerk	\$18.25	\$18.83	\$19.40	\$20.07
Guidance Clerk (12 months)	\$18.15	\$18.70	\$19.29	\$19.91
Gen Office Clerk (12 months)	\$18.15	\$18.70	\$19.29	\$19.91
Guidance Clerk (10 months)	\$17.82	\$18.41	\$19.08	\$19.65
Gen Office Clerk	\$17.82	\$18.41	\$19.08	\$19.65
Tchr Assistant/Reg Instr	\$17.11	\$17.71	\$18.30	\$18.94
Library Assistant	\$17.11	\$17.71	\$18.30	\$18.94
Spec Ed Assistant I	\$17.87	\$18.48	\$19.08	\$19.69
Spec Ed Assistant II	\$17.11	\$17.71	\$18.30	\$18.94
Spec Ed Bus Assistants	\$17.11	\$17.71	\$18.30	\$18.94
Spec Ed Bus Drivers	\$17.82	\$18.41	\$19.08	\$19.65
Program Assistant	\$24.11	\$24.11	\$24.11	\$24.11

<b>2015-2016</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Payroll Clerk	\$20.84	\$21.50	\$22.10	\$22.67
Accts Payable Clerk	\$20.84	\$21.50	\$22.10	\$22.67
Sec Asst Superintendent - Instruction	\$20.84	\$21.50	\$22.10	\$22.67
Sec HS Principal	\$19.57	\$20.23	\$20.81	\$21.48
Sec HS Guidance	\$19.57	\$20.23	\$20.81	\$21.48
Sec Dir Spec Ed	\$18.57	\$19.16	\$19.74	\$20.42
Sec Elem Principal	\$18.57	\$19.16	\$19.74	\$20.42
Sec MS Principal	\$18.57	\$19.16	\$19.74	\$20.42
Admin Clerk	\$18.57	\$19.16	\$19.74	\$20.42
Guidance Clerk (12 months)	\$18.47	\$19.03	\$19.63	\$20.26
Gen Office Clerk (12 months)	\$18.47	\$19.03	\$19.63	\$20.26
Guidance Clerk (10 months)	\$18.13	\$18.73	\$19.41	\$19.99
Gen Office Clerk	\$18.13	\$18.73	\$19.41	\$19.99
Tchr Assistant/Reg Instr	\$17.41	\$18.02	\$18.62	\$19.27
Library Assistant	\$17.41	\$18.02	\$18.62	\$19.27
Spec Ed Assistant I	\$18.18	\$18.80	\$19.41	\$20.03
Spec Ed Assistant II	\$17.41	\$18.02	\$18.62	\$19.27
Spec Ed Bus Assistants	\$17.41	\$18.02	\$18.62	\$19.27
Spec Ed Bus Drivers	\$18.13	\$18.73	\$19.41	\$19.99
Program Assistant	\$24.53	\$24.53	\$24.53	\$24.53

<b>2016-2017</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Payroll Clerk	\$21.20	\$21.88	\$22.49	\$23.07
Accts Payable Clerk	\$21.20	\$21.88	\$22.49	\$23.07
Sec Asst Superintendent - Instruction	\$21.20	\$21.88	\$22.49	\$23.07
Sec HS Principal	\$19.91	\$20.58	\$21.17	\$21.86
Sec HS Guidance	\$19.91	\$20.58	\$21.17	\$21.86
Sec Dir Spec Ed	\$18.89	\$19.50	\$20.09	\$20.78
Sec Elem Principal	\$18.89	\$19.50	\$20.09	\$20.78
Sec MS Principal	\$18.89	\$19.50	\$20.09	\$20.78
Admin Clerk	\$18.89	\$19.50	\$20.09	\$20.78
Guidance Clerk (12 months)	\$18.79	\$19.36	\$19.97	\$20.61
Gen Office Clerk (12 months)	\$18.79	\$19.36	\$19.97	\$20.61
Guidance Clerk (10 months)	\$18.45	\$19.06	\$19.75	\$20.34
Gen Office Clerk	\$18.45	\$19.06	\$19.75	\$20.34
Tchr Assistant/Reg Instr	\$17.71	\$18.34	\$18.95	\$19.61
Library Assistant	\$17.71	\$18.34	\$18.95	\$19.61
Spec Ed Assistant I	\$18.50	\$19.13	\$19.75	\$20.38
Spec Ed Assistant II	\$17.71	\$18.34	\$18.95	\$19.61
Spec Ed Bus Assistants	\$17.71	\$18.34	\$18.95	\$19.61
Spec Ed Bus Drivers	\$18.45	\$19.06	\$19.75	\$20.34
Program Assistant	\$24.96	\$24.96	\$24.96	\$24.96