

CONTRACTUAL AGREEMENT

Between the

THE JOHNSTON PUBLIC SCHOOL COMMITTEE

and the

RHODE ISLAND LABORERS' DISTRICT COUNCIL

On Behalf Of

LOCAL UNION 808

of the

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA AFL-CIO



EFFECTIVE: JULY 1, 2017 THROUGH JUNE 30, 2020

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This Agreement entered into this 1st day of July, 2017 by and between the Rhode Island Laborers' District Council on behalf of the Rhode Island Judicial, Professional and Technical Employees, Local Union 808 of the Laborers' International Union of North America, AFL-CIO (hereinafter referred to as the "Union") and the Johnston School Committee (hereinafter referred to as the "Employer" or "Superintendent or his/her designee") hereby mutually agree as follows:

PURPOSE

It is the purpose of the Agreement to carry out the policy of the Johnston School Committee by encouraging a harmonious and cooperative relationship between the Employer and the employees' Collective Bargaining Representative and to provide for the establishment of procedures for the amicable adjustment of all disputes which may arise between the Employer and the Collective Bargaining Representative.

By means of this agreement, therefore, the signatories hereto bind themselves to maintain and improve the standard of education for the citizens of the Town of Johnston. To accomplish this purpose, the Employer and the Collective Bargaining Representative encourage the highest possible degree of practical, friendly, and cooperative relationships between their respective representatives at all levels and give full recognition and understanding of the respective rights and responsibilities of the parties hereto.

ARTICLE 1

RECOGNITION

1.1 The Employer recognizes the Union for the purposes of this Agreement as the sole and exclusive bargaining agent for all non-certified employees with regard to wages, hours and working conditions for whom Rhode Island Laborers' District Council, AFL-CIO, is currently certified to represent by the decision of the State Labor Relations Board as a result of the merger

submitted by the Union in Case No. EE-3368, a listing of the hereinafter mentioned classes of positions appears in Article XIX entitled "HOURS OF WORK."

1.2 The Employer and the Union agree not to discriminate against any member of the bargaining unit covered by this Agreement because of race, religion, creed, color, sex or sexual preference, age, physical handicap, marital status, country of ancestral origin, political beliefs, or affiliations and/or membership in any lawful organizations.

1.3 All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

1.4 The Employer agrees that no employee shall be discriminated against, intimidated or coerced in the exercise of his right to bargain collectively through the Union, or on account of his/her membership in, or activities on behalf of the Union.

1.5 Nothing contained herein shall be construed or interpreted so as to prevent compliance with any obligation imposed by the Americans with Disabilities Act of 1990.

ARTICLE II

UNION SECURITY

2.1 All present employees who are members of the Union on the effective date of this Agreement shall remain members in good standing by the payment of their regular monthly dues as a condition of continued employment. All present employees who are not members of the Union, and all employees who are hired hereafter in the classifications covered by this Agreement shall become and remain members in good standing by the payment of the required initiation fee and regular monthly dues on the 31st day following the execution of this Agreement or the date of their employment, whichever is later, and shall thereafter maintain such good dues standing for the term of this Agreement.

2.2 Within thirty (30) days after receipt of written notice from the Union, the Employer shall discharge any employee who fails to become or is not a member of the Union on the prescribed day, provided that membership was available under the same terms and conditions as generally applicable to other members.

Further, all employees who fail to maintain their Union membership in good dues standing shall be discharged within thirty (30) days after receipt by the Employer of written notice from the Union.

2.3 “Membership in Good Standing” as referred to herein means solely the tender of payment of normal dues and the standard initiation fee.

2.4 Dues Deduction. The Employer agrees to the administration of a Union check-off system pursuant to which Union dues will be withheld from the employee’s paycheck upon his/her written voluntary authorization. Upon receipt of such authorization, the Employer will deduct equal amounts from each paycheck, weekly, bi-weekly, or otherwise, as the frequency of the pay period may require. The Employer will transmit to the Union’s Secretary-Treasurer withheld Union dues for the previous month’s earnings not later than the 28th day of each month.

2.5 In addition, the Johnston School Department shall deduct the sum of two cents (\$.02) per hour for each hour worked or paid for from the pay of those employees who so authorize on a voluntary basis to the Rhode Island Laborers’ State Employees’ Political Action Committee (RISEPAC) created by the Union in accordance with Title 17, Chapter 25, R.I.G.L., as a voluntary contribution.

Such deduction, if authorized by the employee, shall be made from the employee’s pay on each regularly scheduled pay day and shall be remitted to the RISEPAC monthly and by the 15th day of each month based upon the previous month’s payroll. Authorization is granted by the

employee's execution of the form attached to the Agreement as Exhibit A.

2.6 The Union agrees to indemnify the Employer for any and all costs and damages that the Employer may incur as a result of compliance with the provision of this Article II.

2.7 The parties recognize that certain bargaining unit positions are funded through Federal or State funding program sources and should said Federal or State funding program sources be cut, reduced and/or eliminated, any resulting forced reduction in the work force shall not be in breach of this contract. Any such affected bargaining unit employee shall have, in addition to all other rights under this Collective Bargaining Agreement, the first opportunity, by seniority, to fill any future vacancy occurring within the bargaining unit and which vacancy the School Department determines to fill.

2.8 The Employer agrees to make payroll deductions for employees who authorize such payroll withholdings. Deductions will be made for credit union deposits, 403b annuities, retirement, United Way, and for other such purposes as agreed to by the parties. Deductions will be made at each pay period and paid to the authorized recipients, agencies or institutions in a manner consistent with Federal regulations and state agencies, and in accordance with IRS tax laws. Employees shall be responsible for any fee which may be charged by the vendor for a 403(b) deduction. The administration shall notify the employee in advance of such vendor fees prior to the reduction.

ARTICLE III

MANAGEMENT RIGHTS

3.1 Except as abridged or restricted by any provision in this Agreement or by applicable law, the Employer shall have the exclusive right to supervise and control all of its departments and employees, to issue reasonable rules and regulations, and to exercise any and all rights and authority

granted to the Town as an Employer by statute, ordinance and applicable regulations and to comply with its responsibilities there under. The Employer agrees that no such rights or authority shall be exercised in violation of this Agreement. Further, the exercise of rights normally entrusted to management shall be subject to any obligations the Employer may have under R.I.G.L. § 28-9.4, or obligations imposed upon the Employer by relevant statute.

3.2 With regard to any vacancies or unfilled positions, the filling of any/all such vacancies or unfilled positions shall be within the sole discretion of the Johnston School Committee and/or Superintendent or his/her designee. Nothing contained in Article III, Section 2 shall negate, contradict, or modify in any way the Johnston School Committee's and/or Superintendent's and/or his/her designee's rights pursuant to this provision.

3.3 The Employer shall have exclusive rights to direct, hire, demote, promote, evaluate, suspend and/or discharge employees.

3.4 The Employer shall have the exclusive right to determine services to be rendered, methods, means, and/or personnel in order for the operations to be carried on.

ARTICLE IV

SAFETY AND HEALTH

4.1 Objectives and Obligations of the Parties. The School Committee and the Union will cooperate in the continuing objective to eliminate accident and health hazards. The School Committee shall continue to make reasonable provisions, in accordance with applicable laws and/or standards, for the safety and health of its employees during the hours of employment.

(a) Special Education and Teacher Aides required to toilet train students shall be provided with appropriate diapering and safety material to perform this task.

4.2 Protective Devices, Wearing Apparel, Appropriate Clothing. Protective devices,

wearing apparel and other equipment necessary to properly protect employees from injury and health hazards shall be provided by the School Department, to such employees as are required by OSHA standards.

4.3 Disputes. Any employee or group of employees who believe that they are being required to work under conditions which are unsafe or unhealthy beyond the normal hazards inherent in the operation in question, shall have the right to file a grievance as outlined in the Grievance Procedure herein.

4.4 Uniforms and Protective Clothing. If any employee is required to wear, as a condition of employment, uniform, protective clothing, or any type of protective device, such uniforms, protective clothing, or protective device shall be furnished to the employee by the Employer to include, but not limited to, pants, shirts, sweatshirts, jackets, boots, and gloves.

4.4.1 Employee will be responsible for the proper laundering of said uniform.

4.4.2 Employees shall be required to wear a means of identification, which may include but not be limited to an identification badge with employee's picture.

4.4.3 Dress Code: All employees shall be required to wear clothing that is reflective of their position and professionalism.

4.5 Clean-up Time. Employees shall be granted personal clean up time when necessary. Employees will be docked from their pay if the clean-up period is abused.

4.6 Compensation for Tools. The Employer will furnish all tools, which will remain the property of Johnston Public Schools and are to be used only for work-related activities.

ARTICLE V

BULLETIN BOARDS

5.1 **Bulletin Board:** The Employer agrees to provide bulletin board space where notice of matters pertinent to either the Employer or the Union may be posted by the Employer and/or the Union. Space shall be provided so that all postings are visible. Union Representative/steward shall be responsible for bulletin board notices.

5.2 **Mail.** The Employer shall permit the Union to use the regular school system internal mail delivery arrangement to transport union business to personnel housed in the schools, including available electronic systems.

5.3 Union Officers may use the communication facilities of the School Department for conducting regular Union business. This includes local telephone calls and the use of copier equipment and Email provided it does not interfere with the normal operation of school business. The Union shall be responsible to keep track of the number of copies made and shall provide a weekly report to the Superintendent's office. This provision shall not apply to any organization during the period between an order for an election and the day following the election.

ARTICLE VI

UNION ACTIVITY

6.1 **Conducting of Union Business.** The Employer agrees that during working hours on or off the Employer's premises and without loss of pay, employees who are duly elected or appointed, Local Union Representative's shall be allowed a sufficient amount of time to conduct Union activities relating to the bargaining unit such as to post union notices, distribute Union literature, attend negotiating meetings, process grievances and fulfill the duties of Office.

6.1.1 Union Officials shall give advance notice to their immediate supervisor before

leaving to conduct Union business. Any abuse of Article VI by employees may result in disciplinary action.

6.2 Access to Premises. Duly accredited representatives employed by the Union shall have access to the Employer's premises at all reasonable times for the purposes of investigating and processing grievances and conferring with Local Union Representatives. If a conference is to be held with a Representative of the Employer, a prior appointment should be made.

6.3 Representatives. The Union Business Manager has sole authority in appointing Union Stewards/Representatives.

6.3.1 A written list of Union officers, members of the grievance committee, stewards, and other representatives shall be furnished to the Employer by the Union immediately after their designation, and the Union shall notify the Employer of any changes.

6.4 Union Negotiating Committee. The Employer agrees that not more than nine (9) members of the Union negotiating Committee shall be excused from duty with pay for time spent in negotiations, when negotiating sessions are scheduled during said employee's work day.

6.5 School Board Agenda. The Union shall be furnished a copy of the Agenda of every School Committee meeting two (2) days in advance of each regular meeting and notice of a special meeting, as well as resolutions duly adopted at the last meeting.

6.6 Union Materials. The Union shall have the right to post and distribute materials relating to Union business. Space for bulletin boards shall be provided in each school building, in accordance with Article V.

ARTICLE VII

SENIORITY AND PROMOTION

7.1 Definition. Seniority shall be defined as length of service within a Department for

the purposes of applying for and filling promotional vacancies.

(a) *Primary Seniority* shall be defined as the length of service within a Department/Classification for the purposes of applying for and filling promotional vacancies, shift preferences, transfers, days off, vacation time, holiday time, and job location assignments.

(b) *Secondary Seniority* shall be defined as the total length of service with the Employer.

7.1.1 Seniority shall be acquired by a full time employee, after completion of a sixty (60) day probationary period, at which time seniority shall be retroactive to the date of appointment by the Johnston School Committee and/or Superintendent or his/her designee to a permanent bargaining unit position.

7.1.2 In the event School Committee appointments are made on the same date, the determining factor for seniority shall be the original date of employment classified as “substitute”.

In the event more than one employee has the same employment date classified as “substitute”, the determining factors will include evaluation of experience in classification, performance appraisals and attendance.

7.2 Accumulation. Seniority shall accumulate during absence because of illness, injury, vacation, or other authorized leave.

7.3 Break in Seniority. Seniority shall be considered broken only for the following reasons:

- (a) When an Employee has been discharged for just cause;
- (b) When an Employee voluntarily terminates his employment, or voluntarily bids for a limited period or temporary/permanent position outside the bargaining unit;
- (c) When an Employee fails to respond to a recall notice;

- (d) When an Employee exceeds an authorized leave of absence;
- (e) When an Employee engages in other work without authorization while on leave of absence;
- (f) When an Employee is laid off in excess of two (2) consecutive years;
- (g) When an authorized leave of absence exceeds one (1) year in length, the employee on leave shall continue to accrue seniority only for the first fifty-two (52) weeks of said leave, excepting leaves resulting from Jury Duty, Military Service, or as otherwise required by applicable law.

7.4 Reduction in Work Force. Notify non-certified by March 1st (employee will have proper notice to prepare for medical ins/life ins) If TA is laid off mid-year due to one on one student leaving the school system, the union member should be able to replace a substitute TA in a long term one on one position or a classroom aide position. The move shall be based upon the best interests of the student, education, qualifications and seniority. Similarly, an employee who has been downgraded or laid off as a result of a reduction in forces shall be recalled to his/her former classification in accordance with the best interest of the student, his/her seniority education, qualifications and seniority. This following guide line shall be used for a reduction in work force and recall and if education and qualifications are equal then seniority shall be the prevailing factor.

7.5 Recall. When a position is available, the position shall be awarded to the most qualified and senior employee on the recall list for their classification. Employees shall be notified of recall by the Employer by certified mail, return receipt requested, (or by a comparable service) to the employee's last known mailing address. The notice shall state that acceptance by the employee shall be by certified mail, return receipt requested, (or by a comparable service). A copy of the recall letter shall be given to the Union Business Manager. The employee shall have three (3) work

days after the post date of the Employer's return receipt to notify the Employer of his/her wishes to return to work. The employee may hand deliver the acceptance document to the Superintendent's Secretary who shall give the employee a date received stamped copy of the letter. Said decision to recall shall be based on need and mutually agreed to by both parties.

7.6 Change of Status. An employee shall not lose his/her salary rate if his/her status is lowered through circumstances brought about by administrative reorganization.

7.7 Seniority of Union, Representatives & Stewards. Local Union Representatives and Stewards, not exceeding twelve (12) shall, during their term of office, have top seniority for layoff and recall purposes only. The Union agrees to submit a list not to exceed twelve (12) Representatives/Stewards to the Employer on or before July 1st of each year.

7.8 Seniority of Union, Representatives & Stewards. The employer shall forward to union office an updated seniority list yearly in the months of September and June.

ARTICLE VIII

FILLING OF VACANCIES

8.1 Definition:

(a) "Permanent Vacancies" are vacancies caused by retirement, death, resignation, termination for just cause, transfers, promotion, creation of a new job, and other situations.

(b) "Lateral Transfers". A lateral transfer is defined as movement from a position at one salary grade to a position of the same salary grade within the same classification. A lateral transfer may also include a movement from a position at one salary grade to a position of the same salary grade although the titles of the two positions may differ only if there is no one applying for a lateral transfer from within the classification.

(c) “Displaced” shall not be used in the Collective Bargaining Agreement. The appropriate term is “laid off” which signifies lack of work or lack of funds.

8.2 The Employer agrees to fill all vacancies within the bargaining unit, subject to the provision in Section 8.3 below.

8.3 The Employer agrees that the first consideration will be given to filling all vacancies from within the Department where the vacancy exists. All appointments shall be for one (1) full year. The Job Fair shall take place the fourth (4th) week of June yearly. All laid off employees should be notified in order that they may be present to exercise their right to bid based upon the best interests of the student, education and qualifications. If these factors are equal then seniority shall be used to assign the position.

All postings at the Job Fair will have specific details of job duties and expectations and these criteria will be made available prior to the Job Fair. If a vacancy becomes available during the course of the school year, the vacancy will be filled by a Long-Term Sub for the remainder of the school year. The only exception will be for Special Education Teacher Assistants who receive a poor evaluation. In this case, the Special Education Teacher Assistant must be placed on an assistance plan in order to improve, and if after sixty (60) days there is no improvement, they will be removed from said position and placed into a vacant position. All vacant positions that arise following the parties’ annual summer Job Fair (if necessary) shall be posted immediately after the summer Job Fair. All vacant positions shall be submitted with recommendation to the School Committee within thirty (30) working days from posting closing. The School Committee shall act upon the recommendation at the next regularly scheduled School Committee Meeting.

8.4 The Employer shall write and maintain a file of job descriptions for positions covered by this Agreement. A copy of all job descriptions for positions covered by this Agreement

shall be submitted to the Union Business Manager upon the execution of this Agreement. If the Union feels that the description does not accurately portray the duties of the job, it may grieve. Changes to job descriptions thereafter shall be by mutual agreement.

8.5 Positions that become available within the school year will be filled with Long Term Substitutes. Bus Aides/Monitors have the ability to fill vacant long term teacher assistant substitute position, based upon the best interests of the students, seniority and qualifications, prior to a long term substitute being hired.

8.6 Employees that exercised their right to bid for position shall not be removed from their position and building unless in an emergency or by mutual agreement of the parties.

ARTICLE IX

EMPLOYEES

9.1 The term “permanent full time employee” shall include any employee who fills a position which is considered to be ongoing for an indefinite period and who works the daily and weekly schedule of hours required for the Employer for a period in excess of six (6) months, which may be extended at the discretion of the Superintendent not to exceed an additional six (6) months.

9.2 The term “permanent part time employee” shall include any employee who fills a position which is considered to be ongoing for an indefinite period and whose job/position requirements are such that he/she is scheduled for twenty (20) or more hours per week, but less than full-time hours.

9.3 The term “probationary employee” shall include any employee who has been employed by the Employer in an actually vacated position for a period of less than six (6) months.

9.4 The term “temporary full-time employee” shall include any employee who fills a position which is considered to be of limited duration with the employee working the daily and

weekly scheduled hours for the Employer.

9.5 The term “temporary part-time employee” shall include any employee who fills a position which is considered to be of limited duration, filling a need for the Employer where the daily and/or weekly hours scheduled are less than that of full-time employees.

ARTICLE X

IN-SERVICE TRAINING

10.1 The Johnston School District will provide In-Service Training to employees as required by the Rhode Island Department of Education Regulations and District Regulation at the employee’s hourly rate.

10.2 The District shall provide training to Special Education Teacher’s Aide to obtain a Certification as a Registered Behavior Technician at its own cost. Upon completing the course, if the employee does not take the classification for the Certified Registered Behavior Technician or if the employee leaves the classification of Registered Behavior Technician within twelve months, the employee must reimburse the District for the cost of the training.

The District shall provide training for the classification of Job Coach. Upon completing the training, if the employee does not take the classification of Job Coach or if the employee leaves the classification of Job Coach within the school year, the employee must reimburse the District for the cost of the training.

The District will be responsible for training for the Chauffeur’s license. Upon completing the course, if the employee does not take the classification of Chauffeur/Special Education Teacher Assistant or if the employee leaves the classification of Chauffeur/Special Education Teacher Assistant within the school year, the employee must reimburse the District for the cost of training for the Chauffeur’s license.

ARTICLE XI

PERFORMANCE APPRAISAL

11.1 Plans. At least annually, the Employer may develop for each employee a performance growth plan, which will be provided by his/her immediate supervisor and reviewed jointly. A Union Representative shall be at the review if requested.

11.2 New Employees. New employees will have a minimum of three (3) performance appraisals completed in the first six (6) months of employment. At least one (1) performance appraisal will be completed within the first thirty (30) days of employment. At least one (1) additional performance appraisal will be completed within the next thirty (30) days of employment, and at least a total of three (3) performance appraisals will be completed within the first one hundred and twenty (120) days of employment. The employee signs the appraisal indicating that the information related to the evaluation has been discussed; signatures do not imply agreement or disagreement.

ARTICLE XII

SALARY SCHEDULE/LONGEVITY

12.1 Salary Schedule.

2017-18 – 1.75%

2018-19 – 1.75%

2019-2020 – 2%

12.2 Longevity Pay. In addition to the salaries listed in this Agreement, employees shall be paid a longevity supplement, which shall be considered part of the employee's salary for

other purposes in this Agreement, including pension purposes. This supplement shall be computed on the basis of the employee’s salary and years of service and the longevity payment shall be payable in the employees bi-weekly salary.

Longevity Schedule A.

<u>YEARS OF SERVICE</u>	<u>PERCENTAGE AMOUNT</u>
5 years but less than 10 years	5%
10 years but less than 15 years	10%
15 years	15%
16 years	16%
17 years	17%

Longevity Schedule B.

<u>YEARS OF SERVICE</u>	<u>PERCENTAGE AMOUNT</u>
5 years	3 %
10 years	7 %
15 years	12 %
20 years	14 %

Employees that have already attained a longevity step on schedule A by June 30, 2010 shall retain the percentage that they acquired based upon their years of service. They shall remain at that step and percentage until the next is attained, if said step on schedule B has a percentage lower than the employee’s attained percentage on schedule A then the employee shall remain at the higher percentage until an advance in their attained percentage is higher on schedule B.

12.3 Emergency Call Back. Any employee called into work outside of their regular work hours and for a period of time not connected to the regular work hours shall be paid at the overtime rate for all such hours and shall receive a minimum of three (3) hours pay at the overtime rate with the expectation that the employer will work for three (3) hours.

12.4 Working out of classification. Employees shall be paid the full rate of pay of the

higher classification if said employee performs the duties for longer than one (1) day. The higher pay rate shall be retroactive to the original date of the assignment.

12.5 Any paraprofessional required to assume additional student coverage, greater than the number of students previously assigned to the employee, shall receive a premium rate of two dollars (\$2.00) per hour in addition to their normal rate of pay.

12.6 All employees, except (Bus Monitors) shall be paid on a twenty six (26) week pay cycle.

ARTICLE XIII

SEVERANCE PAY

13.1 **Accrual.** Severance pay shall accrue at the rate of two (2) days per year for a total of forty (40) days.

13.2 **Beneficiary.** At the death of an employee, accrued days shall be paid to his/her beneficiary or heir as designated on their Life Insurance Policy.

13.3 **Resignation.** Upon resignation of employment with at least a satisfactory performance appraisal, an employee shall be entitled to severance pay for the number of days accrued.

13.4 **Termination.** No Accrual shall be given for dismissal for just cause.

ARTICLE XIV

WORK CONDITIONS

14.1 The Employer agrees to consult with the Union to discuss and propose changes to job descriptions. Changes shall be by mutual agreement.

14.2 The Employer shall ensure that the workload of employees within a classification is distributed equitably and that work duties are assigned in accordance to the job descriptions.

14.3 The Employer agrees that the health and safety of the students and their employee is of great concern. Therefore, during inclement weather (*i.e.*, ice, rain, snow storms, severe winter conditions, temperatures thirty-two (32) degrees or below including wind chill) the Employer shall not allow outdoor recess.

14.4 The Employer agrees that paraprofessionals shall not be allowed to be unsupervised with children for a period longer than fifteen (15) minutes *except in the event of an emergency situation.*

14.5 The Employer agrees that work will be contracted out only on an as needed, temporary, and/or emergency basis to complete specific projects or to meet the specific needs of a student. Work being contracted out will not permanently replace members of the bargaining unit or unfilled vacancies unless agreed upon by the Union.

ARTICLE XV

LEAVE WITHOUT PAY

15.1 It is agreed that upon written application, the bargaining unit employees may be granted a leave without pay, for reasons deemed proper and at the sole discretion of the Superintendent provided such request follow the terms of the Family Medical Leave Act, FMLA.

15.2 Leave without pay may also be granted for reason of personal illness, disability or to care for a family member in accordance with the provisions of the Family Medical Leave Act. Employees shall notify their employer of the necessity to utilize Family Medical Leave as soon as they learn of the medical condition that requires the use of such leave and employees must follow FMLA policies and procedures. FMLA is not paid time; however employees are required to use all accrued sick, maternity, vacation and personal paid leave time while out on FMLA and such time

runs concurrently with a Family Medical Leave Act. Once employees have followed the requirements of the FMLA and used all paid leave time they may apply for unpaid leave which must meet the criteria for absences under the Family Medical Leave Act. Use of such unpaid time will run concurrently with an approved FMLA leave.

15.3 Employees returning from an approved FMLA leave without pay shall be returned to the position and location from which the leave was granted. Employees returning from leave shall also be placed at the appropriate salary step of their position at the current rate.

15.4 Seniority shall be retained and shall accumulate during all leaves without pay.

15.5 If any Employee is granted an unpaid leave in accordance with an approved FMLA Leave, he/she shall be allowed to continue existing applicable fringe benefits at the prevailing rate with the Employees being responsible for one hundred percent (100 %) of the cost and payable to the Town of Johnston in advance on a monthly basis.

ARTICLE XVI

PARENTAL/ADOPTION LEAVE

Parental/adoption leave shall be defined as leave without pay for the purpose of child raising and shall be made available to all employees, male or female, covered by this Agreement and in accordance with the terms of the FMLA. Such leave shall be granted for a period of six (6) months, inclusive of FMLA time, subject to automatic renewal upon request of the employee at least thirty (30) days prior to expiration of the leave period. Any approved FMLA time runs concurrent with the six months. Parental/adoption leave shall not exceed a period of one (1) year.

At the expiration of parental or adoption leave, the employees shall be returned to the position from which he/she is on leave at the same step of the then current pay range for his/her

class of position.

ARTICLE XVII

VACATIONS

17.1 Employees covered by this agreement shall receive annual leave with pay as follows:

Calendar Year Employees and any Employee that works in excess of 220 days

Hired prior to September 1, 1999

Hired subsequent to September 1, 1999

6 months up to 5 years.....	2 weeks	1 year up to 8 years	2 weeks
6 years up to 10 years	3 weeks	9 years up to 12 years.....	3 weeks
11 years and over.....	4 weeks	13 years and over	4 weeks

17.2 All School-Year (180-day to 215-day) Employees **must** take their vacations during the regular school year recesses in December, February and April of every year.

17.3 Calendar-Year Employees shall be granted vacation during the year. Such vacation shall not exceed two (2) consecutive weeks. Employees shall schedule vacations by submitting a request tentatively approved to the Office of the Superintendent or his/her designee a minimum of thirty (30) days in advance of the vacation request. Requests for vacation in excess of two (2) consecutive weeks or in periods of less than one (1) week must be approved as a special needs request, based on seniority on a rotating basis, by the Superintendent or his/her designee.

17.4 Vacations shall be granted on the basis of seniority and scheduled so as not to interfere with the efficient operation of the School Department.

17.5 Vacation Leave shall be assigned with justice and equality and once approved may not be rescinded except by mutual agreement of the parties.

17.6 When the service of an employee shall be terminated, by resignation, death, dismissal or otherwise, if such employee shall not having used actual vacation time equal to his/her vacation credits, such employee or his/her estate shall, on such termination, be entitled to receive

full pay for each hour of vacation to his/her credit as of the date of termination.

17.7 Effective July 1, 2005, employees shall be allowed to carry over from one year to another, not more than the vacation time granted and credited in one year.

- Employees will get half (½) days at the beginning of the year and accrue the remainder.

17.8 The Employer shall provide all employees covered by this Collective Bargaining Agreement a statement of all the employees sick leave balances, vacation leave balances and personal time balances on a quarterly basis. Beginning in year two (2) of the Collective Bargaining Agreement.

ARTICLE XVIII

HOURS OF WORK

18.1 The regularly scheduled hours for employees covered by this Collective Bargaining Agreement shall be determined by the job description, Monday through Friday inclusive, except those custodial employees whose work week includes Saturday.

18.2 All Employees' work schedules which require continuous employment of six (6) hours or more shall be granted one (1) fifteen (15) minute coffee break during the first half and one (1) fifteen (15) minute coffee break during the second half of the work day, for a total of two (2) fifteen (15) minute breaks. The breaks shall be scheduled by the Supervisor.

18.3 All Employees scheduled to work six (6) hours or more shall be granted a thirty (30) minute lunch period during their work hours. The lunch period shall be scheduled in the middle of the work hours. Supervisors may allow employees to combine lunch and breaks for a total of one (1) hour. There shall be no early leave on any work day without prior approval of the Supervisor.

18.4 All employees covered within section 18.2 and 18.3 of this article shall be entitled to take their breaks and lunch periods in facilities that are designed for such activities and meet all

State and Town health laws and/or codes. There shall be no early leaving on any work day without prior approval of the Supervisor.

18.5 It is agreed that any employee reporting for work on any regular scheduled work day must be notified the preceding day not to do so or will be compensated for four (4) hours of work.

18.6 All Employees covered by this Collective Bargaining Agreement who work twenty-seven and one-half (27½) hours or more, not including overtime, shall be entitled to full benefits within this Collective Bargaining Agreement.

ARTICLE XIX

SHIFT DIFFERENTIAL

19.1 All employees shall be compensated thirty-five cents (.35) per hour shift differential pay for all evening or night hours of duty commencing on or after 2:00pm and ending on or before 8:00am.

ARTICLE XX

SICK LEAVE

20.1 Sick leave with pay shall be granted to employees covered by this Agreement. “Sick leave with pay” is hereby defined to mean a necessary absence from duty due to illness, injury or exposure to contagious disease and may include absence due to illness or death in the immediate family of the employee or necessary attendance upon a member of the immediate family who is ill. The definition of “immediate family” for the purpose of sick leave and bereavement leave, shall include domestic partners of the same or opposite sex who have lived in the same household for at least six (6) months and have made a commitment to continue to live as a family, and/or as defined by the Federal Family Medical Leave Act and Rhode Island Domestic Partner Law.

20.2 Employees who work a basic work week as listed below in this section shall accrue:

- 180 day employees 15 days
- 200 day employees 17 days
- 260 day employees 20 days

- Any employee who works less than twenty-seven and one-half (27½) scheduled hours per week gets ten (10) sick days.
- Employees will get half (½) days at the beginning of the year and accrue the remainder.

20.2 (a) Employees hired prior to September 1, 2001 shall be entitled to retire with a maximum of three hundred (300) days during their employment. All employees hired subsequent to September 1, 2001 shall only be entitled to retire with a maximum of one hundred (100) days during their employment.

(b) Upon the employee’s retirement (mandatory or voluntary), the Employer shall buy back all of the sick leave at a rate of fifty percent (50%) of the employee’s daily wage.

20.3 After an employee’s discharge with pay:

(a) For each discharge with pay of five (5) consecutive days of sick leave, the Superintendent or his/her designee will require a physician’s certificate or other evidence satisfactory to the Superintendent or his/her designee. Sick leave is hereby defined to mean a necessary absence or absences from duty due to an employee’s illness, injury, or exposure to contagious disease. In the event that the required evidence satisfactory to the Superintendent or his/her designee is not presented by the employee prior to or upon the conclusion of that leave, no payment of any compensation to which the employee would otherwise be entitled shall be made and the employee shall be considered for all purposes as having been absent without leave.

(b) In any given pay period in the event that an employee discharges any sick leave or leave of a type referred to in subsection (a) of this section, either with pay or without pay, he

or she shall be permitted to work overtime only after he or she has worked in excess thirty-seven and one-half (37½) hours. This subsection shall also apply to leave without pay which is taken by an employee for purposes other than those purposes referred to in subsection (a) of this section excluding, specifically, planned vacation days, personal days, and leave for death in employee's immediate family.

(c) Overtime, for purposes of this section, shall mean the performance of hours of work in any work week which are in excess of an employee's established work week schedule, or when requested by the employer. Hours which are paid for but not actually worked except planned vacation days, personal days, jury duty, and leave for death in the employee's immediate family shall not be counted as hours worked nor shall they otherwise be used in computing overtime compensation.

20.4 (a) Whenever an employee shall be absent from his/her duties and receiving compensation as provided in the Worker's Compensation Law, he/she shall be granted sick leave in accordance with the rules applicable thereto, in an amount not to exceed his/her regular compensation. Deductions from accumulated credits shall be applied only to that part of his/her salary which is paid as an addition to Worker's Compensation payments, and the total of the two shall not exceed the regular salary for a given pay period. Annual leave credits may be applied in the same manner. When such absence shall not be covered by sick leave or annual leave, it shall be deemed to be leave without pay. Three (3) days sick leave will be given to an employee who has contracted a childhood disease that is related to their job duties. After three (3) days, Worker's Compensation will pick up the cost and the three (3) days will be credited back to the employee's accrued sick leave.

(b) Assaults. All employees shall be guaranteed full salary during a period of

incapacity due to an assault as a direct result of an altercation with a student or student's family. Such periods of incapacity will not be charged against sick leave. A medical certificate and police report to verify said condition will be required and is to be presented to the Employer.

(c) Extended Sick Leave. Employees shall be eligible to participate in RI Temporary Disability Insurance (TDI).

Each member may contribute to and participate in the sick leave bank in accordance with the following provisions:

20.5 Usage of Days from the Sick Leave Bank

20.5.1 The purpose of the Sick Leave Bank is to provide additional sick leave benefits to members experiencing a prolonged major illness. A prolonged major illness is defined as a serious or dangerous sickness, disease, or injury resulting from an accident, which requires an absence from work in excess of fifteen (15) days.

20.5.2 The Sick Leave Bank may not be charged for absences resulting from parental leave, routine maternity leave or leave in accordance with workers' compensation provisions detailed herein and pursuant to State law.

20.5.3 An applicant seeking to draw days from the Sick Leave Bank shall submit his or her application upon exhaustion of his/her accrued sick time, and upon approval of the Sick Leave Bank Committee by a majority vote will receive sick leave bank days retroactively to cover any days for which the applicant was absent and did not have sufficient accrued leave.

20.5.4 Any application to the Sick Leave Bank Committee shall include the last date of personal sick time and a narrative from a treating physician detailing the nature of the illness, the prognosis, the anticipated duration of the illness, and the anticipated date of

return to work.

20.5.5 The initial grant of sick leave by the Sick Leave Bank Committee to an eligible member shall not exceed thirty (30) days.

20.5.6 Upon the expiration of the thirty (30) days referenced in Section 6.1.5, the period of entitlement may be extended by the Sick Leave Bank Committee upon a determination by the Sick Leave Bank Committee that additional sick leave is necessary.

20.5.7 A member who is absent due to a major illness at the beginning of the year and who has no sick leave to donate to the Bank may receive additional leave from the Sick Leave Bank upon unanimous vote of the Sick Leave Bank Committee and thereafter may donate the requisite sick leave days upon accrual.

20.5.8 If the sick leave bank time received by a member extends through the completion of the school year, the member must re-apply for additional sick leave bank time at the beginning of the ensuing year.

20.5.9 No member of the Sick Leave Bank shall be granted more than one hundred (100) days, cumulative, from the Bank, unless the Sick Leave Bank Committee votes unanimously to grant additional sick leave bank days.

20.6 Membership in the Sick Leave Bank

20.6.1 Within the first year of the Sick Leave Bank's operation, any member may voluntarily join the Sick Leave Bank by contributing two (2) sick days to the Sick Leave Bank, within the first ten (10) days of the school year. Members who desire to join the Sick Leave Bank but who are not actively at work at the beginning of the applicable school year, but who return to work during the school year, may voluntarily contribute two (2) sick days

within ten (10) days of their return to work.

20.6.2 Only members who contribute to the Sick Leave Bank are eligible to apply for benefits from the Bank.

20.6.3 Members may withdraw their membership to the Sick Leave Bank at any time; however they will not receive a refund of the days that they contributed to the Bank.

20.7 Sick Leave Bank Committee

20.7.1 The Sick Leave Bank shall be administered and maintained by a Sick Leave Bank Committee composed of five (5) members: two (2) School Committee members or their designees, two (2) Union members or their designees, and the school physician. The school physician shall only be required to vote on matters before the Sick Leave Bank Committee in the event of a tied vote of the four (4) other members. The vote of the school physician may be subject to review by the Rhode Island Board of Medical Licensure and Discipline.

20.7.2 All members of the Sick Leave Bank Committee shall serve for two (2) years.

20.7.3 The Sick Leave Bank Committee may use such data and criteria as it may deem to be necessary to enable it to make its decision on an application for additional sick leave benefits, under this provision, including, but not limited to: adequate medical evidence of major illness or accident; prior utilization of all eligible sick leave by the applicant; physical examination of the applicant by a physician of his or her own choice at the expense of the applicant; the number of days available in the Sick Leave Bank; and other applications for grants therefrom.

20.7.4 Decisions of the Sick Leave Bank Committee are deemed final and are not subject to the grievance procedure set forth in this Agreement.

20.8 Maintenance of the Sick Leave Bank

20.8.1 The Sick Leave Bank shall be replenished annually with each current member and new member contributing two (2) sick days at the beginning of each school year as outlined in Section 6.2.

20.8.2 Any Sick Leave Bank days remaining at the end of a school year may be carried over to the next school year.

20.8.3 It shall be the Sick Leave Bank Committee's responsibility to determine the appropriate level of accumulated days necessary for the Sick Leave Bank to remain viable.

20.8.4 If the number of days in the Sick Leave Bank falls below the appropriate level as determined by the Sick Leave Bank Committee, the Committee may request that members in the Bank make an additional contribution.

20.8.5 If, at the end of a school year, the Sick Leave Bank Committee determines that the number of sick leave bank days being carried over to the next school year is sufficient to sustain the Sick Leave Bank, then all members who donated sick days in the previous year shall be automatically covered without the need to contribute additional days to the sick leave bank.

20.9 Sick Leave Without Pay for Bus Monitors. Should a bus monitor run out of sick leave, the bus monitor may apply to the Superintendent for sick leave without pay due to the member's sickness or a family sickness. The member must provide a doctor's note to the Superintendent establishing the member's sickness or the family member's sickness. The Superintendent may grant a maximum of 5 days of sick leave without pay.

ARTICLE XXI

OVERTIME

21.1 It is agreed that when it becomes necessary for the efficient conduct of the business the Superintendent or his/her designee may direct or authorize overtime work.

21.2 Overtime work shall be defined as the required performance of work in excess of the employee's established workweek, at the rate of one hundred fifty percent (150%) of the employee's regular wage.

21.3 Time and one-half shall be paid in each and any of the following instances, and each instance shall not be dependent on any other instance, but there shall be no pyramiding or duplication of overtime. Overtime hours worked on a Sunday shall be at double the employee's daily rate of pay.

Hours of work performed in excess of thirty-seven and one-half (37½) hours and, in those classes of positions in which it is applicable, hours of work performed in excess of said hours in any week shall be eligible for time and one-half.

21.4 Whenever an employee is required to work on a holiday which falls on his/her regularly scheduled work day, he/she shall be credited with the number of hours in his/her official work schedule for that day, plus the number of hours actually worked at the rate of one and one-half (1½) times.

21.5 Overtime work is to be made a matter of record and distributed fairly and equitably among employees eligible for and capable of performing the work in their respective work location and class of position. A record of overtime work will be furnished to the Union at the close of each pay period.

21.6 Overtime shall be offered to employees eligible for overtime on the basis of their seniority in their classification within the work location and class of position in which they are employed. An employee offered overtime will be excused at his/her request, provided authorized

personnel are available and willing to meet the need; and any employee so excused shall not be offered overtime work again, until his/her name comes up again in the seniority rotation. In the event that an insufficient number of employees within the classification and work location in which overtime work is assigned voluntarily accept the assignment, the Employer may direct and require employees within the classification to perform the work. Such required overtime assignments shall be made in the reverse order of seniority. A record of overtime work will be furnished to the Union in accordance with section 21.5 of this Article or as requested.

ARTICLE XXII

INCLEMENT WEATHER POLICY/CALL BACK

22.1 Delay. When school is delayed, the maintenance and custodial employees shall report at the usual reporting time or at the discretion of the Director of Facilities or his/her designee. When school is delayed, other bargaining unit employees will follow the school delay policy.

22.2 Cancellation. When school is closed due to weather conditions which create hazardous driving conditions, all 260 day employees with the exception of custodians and maintenance personnel, shall be given a 1 hour delay to arrive at work due to hazardous driving conditions.

22.3 Emergency Situations. It is understood that when situations arise which require the presence of certain employees in order to ensure the functioning of a particular school or office, the Employer may require designated individuals to work.

22.4 Maintenance/Custodial Personnel. It is understood that when situations arise which require the presence of maintenance/custodial personnel in order to ensure the functioning of the School Department, the Employer may require them to work.

ARTICLE XXIII

BEREAVEMENT LEAVE

23.1 Bereavement leave with pay shall consist of five (5) consecutive scheduled work days in the event of the death of the husband, wife, son, daughter, mother, father, significant other, or a relative living in the household. Four (4) consecutive scheduled work days shall be allowed for: brother, sister, step brother, step sister, grandfather, grandmother, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchildren. All Bereavement Leave must be taken at the time of death of the relative. One (1) day shall be given to travel or attend the funeral services for the following: aunt, uncle, niece, nephew, brother-in-law, sister-in-law. Said one (1) day leave shall not be deducted from the employee's sick leave balance and must be taken at time of death.

In the event of a death occurring during an employee's scheduled vacation period, the vacation period shall be reclassified to bereavement leave.

ARTICLE XXIV

HOLIDAYS

24.1 The following shall be paid holidays:

Year-round (260-day) employee's list

- | | |
|----------------------------|------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Jr. Day | Columbus Day |
| President's Day | Veteran's Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas Day |
| Victory Day | |

180-200-day employee's list:

New Year's Day	Columbus Day
Martin Luther King Jr. Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
Labor Day	

24.2 Special Provisions. Employees who are scheduled to work on the day before New Year's Day shall work only half of their normal working day provided there is no school in session. Employees who are scheduled to work the day before Christmas shall work only half of their normal working day provided that school is not in session. In both cases, the employee shall receive a full day's pay and overtime shall apply to any additional hours worked.

Whenever a holiday falls during the employee's scheduled vacation, said employee shall receive an additional day off. Whenever a holiday falls on the employee's scheduled day off, non-school year, the employee shall receive an additional day with pay, or an additional day off.

24.3 Each employee shall be entitled to time off at his/her regular rate of pay for the holidays specified above when such holiday falls on his/her regularly scheduled work day and he/she shall be credited with the number of hours in his official work schedule for the day.

24.4 If a holiday falls on one of an employee's regular scheduled days off, he/she shall be credited with the number of hours for one day in his/her official work schedule. The hours so credited for this day shall not be used in the computation of overtime.

24.5 The terms of this paragraph apply to Independence Day, Veteran's Day, Christmas Day and New Year's Day.

An employee whose regular work week is Monday through Friday who works on the observance day of any such holiday shall be entitled to overtime compensation for all hours worked

or a portion thereof. An employee whose regular work week includes Saturday and/or Sunday and who works on such Saturday or Sunday which is the actual day of the holiday shall be entitled to overtime compensation for all hours or a portion thereof worked on such actual holiday.

24.6 If a holiday falls on a regularly scheduled workday within an employee's vacation period, the employee shall not be charged annual leave for his/her absence on that date.

24.7 If the General Assembly eliminates a holiday, the employees covered by this contract will be given an additional personal leave day. If the General Assembly subsequently adds a holiday, the additional personal leave day, previously granted will be withdrawn. All holidays, sick leave, vacation days, and hours are prorated into the bi-weekly pay.

ARTICLE XXVI

PERSONAL BUSINESS LEAVE

24.1 The Employer shall grant each employee three (3) working days leave with pay per school year to be used for personal business and/or religious observance. Any employee who works less than twenty-seven and one-half (27½) scheduled hours per week gets two (2) personal days.

24.2 Employees shall not be required to state the reason for personal leave. Personal leave shall not be used to augment vacation leave or to increase holiday leave.

24.3 Prior approval for personal leave must be obtained and may only be denied if the resulting absence interferes with the proper conduct of school functions. Whenever possible all employees will give proper notification of their intent to discharge this leave at least twenty-four (24) hours in advance. If an employee does not notify the Superintendent or his/her designee within the designated time requirement, but needs to discharge personal leave, the employee shall notify the Superintendent or his/her designee no later than the beginning of school on the day that the leave is to be discharged and they will be required to state the reason for the personal leave.

24.4 Personal leave shall not be carried over from year to year. Personal leave not used during the year shall be converted to sick leave.

24.5 Employees originally appointed prior to December 1st shall be entitled to three (3) days of personal leave as provided in this Article.

Employees originally appointed between December 1st and prior to March 1st shall be entitled to two (2) days of personal leave as provided in this Article.

Employees originally appointed between March 1st and prior to June 1st shall be entitled to one (1) day of personal leave as provided in this Article.

ARTICLE XXV

JURY LEAVE

25.1 Every employee covered by this Agreement who is ordered by appropriate authority to report for Jury Duty shall be granted a leave of absence from his/her regular duties during the actual period of such Jury Duty and shall receive for such period of Jury Duty his/her regular pay.

ARTICLE XXVI

MILITARY TRAINING LEAVE

26.1 Employees covered by this Agreement who, by reason of membership in the United States Military, Naval or Air Reserve, or the Rhode Island National Guard, are required by the appropriate authorities to participate in training activities or in active duty as part of the State Military Force or special duty as part of the Federal Military Force, shall be granted Military Training Leave with pay not to exceed fifteen (15) days in any one (1) calendar year. Should the employee be required to participate in such training activities for a period greater than fifteen (15) days, he/she shall be granted leave without pay for this purpose. Such employees are covered under the terms of USERRA, as appropriate.

26.2 During the period of Military Training Leave with pay, the employee shall accrue sick and vacation leave credits.

26.3 Such training activities as defined in this section shall not include weekly drill nights or similar drill periods lasting less than one (1) day or training periods voluntarily engaged in by the employee beyond the training period required generally of the members of the respective armed service.

ARTICLE XXVII

MILITARY LEAVE

27.1 Employee covered by USERRA, the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA, 38 U.S.C. § 4301-4335). Every employee covered by this agreement 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 by reason of enlistment, induction or otherwise) and who has been employed or applied or held a position which is not considered brief or non concurrent is entitled to and is hereby granted military leave of absence from the said position, commencing with the time of leaving said position for said purpose and continuing throughout the duration of said absence required by the continuance of service in the armed forces. Re-enlistment or other continued service in the armed forces resulting from a choice by the employee shall serve to cancel such leave.

27.2 For the first sixty (60) calendar days of such absence, every such employee shall be paid by the Employer the same amount as he/she would have received had he/she not been absent from his/her position.

27.3 During the part of the period of leave described above for which the employee shall

receive his/her salary, he/she shall also accrue such sick leave and annual leave credits as he/she would have accrued while working in said position during such period of sixty (60) days.

27.4 Employees on military leave shall be granted yearly salary increases and longevity increases when due in accordance with the conditions of eligibility outlined in these regulations.

27.5 At the conclusion of such military leave of absence, the employee shall be returned to his position, subject however, to any changes in Federal Regulation related to USERRA. At the conclusion of each calendar year during such absence, annual leave and sick leave accumulations shall be carried over to the credit of the employee.

ARTICLE XXVIII

LIFE INSURANCE

28.1 The employer shall pay the full cost of providing group life insurance (term policy) coverage in the amount of forty-five thousand dollars (\$45,000) for all employees covered by this Agreement at the time of retirement; a retiree has the option of purchasing this insurance at his/her own expense at the group rate. The district shall contribute \$150.00 toward said purchase by a retiree.

ARTICLE XXIX

DISCIPLINE

29.1 A meeting, between an employee and his/her Supervisor and the Superintendent or his/her designee, during which the principal topic of discussion is discipline or potential discipline, will entitle the employee to be informed of his/her right to have a Union Representative present. If the employee requests the presence of a Union Representative, the Employer will honor that request.

Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action imposed upon an employee may be processed as a grievance through the regular grievance procedure as outlined below.

If the Superintendent or his/her designee has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Initial minor infractions, irregularities, or deficiencies shall be privately brought to the attention of the employee. After a period of one (1) year, if the employee has not committed any further infractions of appropriate rules and regulations, written reprimands shall be expunged from the employee's personnel record. After a period of six (6) months, providing no further infraction of the same type is committed by the involved employee, all references to oral reprimands shall be removed from all files.

Where appropriate, disciplinary action or measures shall include only the following:

1. Counseling
2. Oral Reprimand
3. Written Reprimand
4. Suspension
5. Demotion (*where applicable*)
6. Discharge

When any disciplinary action is to be implemented, except oral reprimand or counseling, the Superintendent or his/her designee shall before or at the time such action is taken, notify the employee and the Union in writing of the specific reasons for such action.

29.2 When the Superintendent or his/her designee purposed to discipline an employee, except for counseling or oral reprimand, the following procedures will apply:

- (a) The employee will be given a speedy (prompt) hearing. When necessary, depending on the nature of the charges, the employee will be placed on administrative leave

(leave with pay) for a maximum of three (3) working days within which time the Employer shall conduct a hearing.

(b) If the Employer requires additional time beyond the three (3) working days administrative leave, to prepare to the hearing, the employee will be continued on administrative leave until the hearing is held. In no case shall administrative leave exceed ten (10) days.

If the Union and/or the employee require additional time beyond the maximum of three (3) working days administrative leave, to prepare for the hearing, the employee will be placed on leave without pay. In no case shall such leave without pay exceed ten (10) days.

(c) In any event a hearing shall commence no later than ten (10) days after notice that a suspension or discharge has been imposed and a written decision shall be rendered within fifteen (15) days of the conclusion of the hearing.

29.3 It is agreed that Superintendent or his/her designee may dismiss, demote or suspend an employee for just cause.

29.4 An employee against whom a disciplinary action has been taken, which results in a demotion or dismissal, may appeal the decision and proceed immediately to grievance pursuant to Article XXXII, *Step 3*.

29.5 In the case of demotion, the Superintendent or his/her designee shall give the employee and the Union written notice of his/her intention to effect the demotion not less than fifteen (15) days before the date it is intended to become effective.

29.6 In all other cases the employee and the Union shall be notified on or before the effective date of such action.

29.7 In the event that an employee is dismissed, demoted or suspended under this section and

such employee appeals such action and his/her appeal is sustained, he/she shall be made whole under the terms and provisions of this Agreement.

29.8 An employee may be granted a demotion upon request, when recommended by his/her supervisor and approved by the Superintendent. In this instance his/her current status shall be transferred to the lower class.

ARTICLE XXX

GRIEVANCE PROCEDURE

30.1 Definition. A “Grievance” is defined as a written complaint by an employee or the Union alleging a violation of this Agreement. It must be specific, and it must identify the Article and Section of this Agreement allegedly violated by the Employer. The term grievance shall not include any complaint with respect to any matter that falls outside the Employer’s authority or jurisdiction.

30.2 Procedure. The following procedure shall be adhered to by employees and/or the Union in presenting grievances:

Step 1. Within five (5) days from the date of the occurrence or event giving rise to the grievance, the employee must discuss the problem with his/her immediate supervisor and by grievance form, who shall attempt to resolve the matter informally. Grievances filed by the Union may commence at Step 1, which shall be taken by the Union within five (5) days from the occurrence or event giving rise to the grievances. Copies of grievance forms must be sent to the Superintendent or his/her designee.

Step 2. If the matter is not resolved at Step 1, the Union and/or the employee must submit the written grievance to the employee's immediate supervisor within five (5) days of receipt of the written decision and schedule a meeting to decide its merits. Within seven (7) days following the meeting, the employee's immediate supervisor shall render a written decision, copies of which shall be sent to the Superintendent or his/her designee and the Union.

Step 3. If a grievance is not resolved at Step 2, the Union and/or the grievant may appeal the decision of the employee's immediate supervisor to the Superintendent or his/her designee. Such appeal must be submitted in writing to the Superintendent or his/her designee within ten (10) days following receipt of the decision of the employee's immediate supervisor. Within five (5) days following his/her receipt of the appeal, the Superintendent or his/her designee shall schedule a meeting or render his/her decision based upon the merits of the appeal.

Step 4. If the grievance is not resolved at Step 3, it may be submitted by the Union to arbitration within fifteen (15) days of the Superintendent's or his/her designee's decision. Arbitration shall be initiated by the Union's filing a request to the American Arbitration Association in accordance with its rules and procedures, with a copy of same forwarded to the Superintendent or his/her designee. A decision rendered in accordance with the Association's rules shall be final and binding upon the parties, except that the Arbitrator shall have no power to add to, subtract from, modify or disregard any of the terms of this Agreement. The expenses of the Arbitrator shall be borne equally by the parties.

Grievances which are not submitted within the time limits set forth above, or which are not appealed within the time limits set forth above shall be considered waived and not entitled to further consideration unless the time is extended by mutual agreement of the parties in writing.

30.3 Sustained grievances and grievance resolution agreements shall be implemented

within thirty (30) days. If the School Department fails to implement the same, the matter shall be submitted to expedited arbitration.

ARTICLE XXXI

NO STRIKE-NO LOCKOUT

31.1 Cognizant of the statutory prohibition against strikes by employees covered by this Agreement, neither the Union nor any employees covered by this Agreement will cause, call or sanction any strike, slowdown, work stoppage, during the life of this Agreement.

31.2 The Employer agrees that work normally performed by the bargaining unit shall be performed by employees within the bargaining unit unless agreement is made with the Union and further agrees that there shall be no lockouts nor subcontracting of bargaining unit work during the term of this Agreement.

ARTICLE XXXII

LIUNA PENSION FUND

Whereas the undersigned Union and Employer are parties to a collective bargaining agreement that provides for contributions to the Laborers' National (Industrial) Pension Fund and;

Whereas, the Pension Fund's Board of Trustees has adopted a Funding Rehabilitation Plan ("Plan"), dated July 26, 2010, to improve the Fund's funding status over a period of years as required by the Pension Protection Act of 2006 ("PPA"); and

Whereas, a copy of the Plan has been provided to the Union and the Employer; and

Whereas, the Plan in accordance with the PPA, requires that the signatories to every collective bargaining agreement providing for contributions to the Pension Fund adopt one of the schedules included in the Plan; and

Whereas, the Union and the Employer have agreed to adopt the Plan's Preferred Schedules and wish to document that agreement;

It is hereby agreed by the undersigned Union and Employer as follows:

1. The Addendum shall be considered as part of the collective bargaining agreement. The provisions of this Addendum supersede any inconsistent provision of the collective bargaining agreement.

2. The current contribution rate to the Pension Fund is ninety-six (.96¢) Cents per hour shall be increased by 10% to the rate of one dollar and six (\$1.06) cents per hour effective October 1, 2013. On each anniversary of that effective date for the term of the collective bargaining agreement, the contribution rate then in effect shall be increased by another 10% (rounded to the nearest penny).
3. With regard to benefits under the Pension Fund, the Plan's Preferred Schedule provides that the Pension's Fund current plan of benefits for the group will remain unchanged with the following exceptions:
 - (a) Benefit accruals for periods after adoption of the Preferred Schedule will be based on the contribution rate in effect immediately before the Preferred Schedule goes into effect for the group, not on the increased rates required by this Schedule.
 - (b) Effective April 30, 2010 and until the Rehabilitation Plan succeeds, the Pension Fund is not permitted by the PPA to pay any lump sum benefits or pay any other benefit in excess of the monthly amount that would be payable to the pensioner under a single life annuity. This means that the Fund must suspend its Partial Lump Sum option, Social Security Level Income option, and Widow/Widower Lump Sum option. Exceptions are made for a lump sum cash-out of a participant or beneficiary whose entire benefit entitlement has an actuarial value of \$ 5,000 or less and for the Fund's \$5,000 death benefit.
 - (c) The Board of Trustees continues to have discretionary authority to amend the Rules & Regulations of the Pension Fund, including the Rehabilitation Plan, within the bounds of applicable law.
4. The Plan as a whole is deemed to be a part of the Preferred Schedule.

Said sum will be paid into the Fund not later than the twentieth (20th) day of each and every month for hours worked by said employees up to the end of the last complete payroll period of the preceding calendar month.

For the purposes of this Article each day paid for, including days of paid vacation, paid holidays and other days on which pay is received in accordance with the Collective Bargaining Agreement, shall be counted as days for which contributions are payable.

The Laborers' International Union of North America National (Industrial) Pension Fund shall meet the requirements of all Federal and State Laws regarding the same, including the Internal Revenue Code.

ARTICLE XXXIII

ANNUITY

Effective September 1, 2013 the Employers agree to pay the sum of Thirty-Seven (37¢) Cents per hour worked per employee to the Rhode Island Laborers' Annuity Fund pursuant to a plan and trust which has been adopted by the parties.

The plan and trust shall conform to the provisions of the Taft-Hartley Act of 1947, as amended, and the Employees Retirement Income Security Act of 1974, as amended, and shall be administered by a Board of Trustees, one-half of which is selected by the Employers and one-half of which is selected by the Union. Reports in the form furnished by the trustees of the Fund and payments shall be made by Employers, to the Fund not later than the twentieth day of each and every month for hours worked by laborers up to the end of the last complete payroll period of the preceding calendar month.

ARTICLE XXXIV

SEVERABILITY

34.1 Should any final decision of any Court of competent jurisdiction affect any provisions of this Agreement, only the provisions so affected shall become null and void; otherwise, all other provisions under this Agreement shall remain in full force and effect.

ARTICLE XXXV

CHANGES AND AMENDMENTS

35.1 This Agreement constitutes the entire Agreement and complete understanding between the Employer and the Union arrived at as a result of Collective Bargaining, except such amendments hereto or modification hereof as shall be reduced to writing and executed by the parties

following the execution of this Agreement.

35.2 Effective July 1, 2017 Elementary School Clerks shall be reclassified from Clerk 2 to Clerk 2.5. The District will provide a job description identifying the additional duties for the Clerk 2.5 position. All new 2.5 Clerks must complete paid mandatory training successfully before being classified as a Clerk 2.5.

Effective January 1, 2018 Middle School, High School and Copy Center Clerks shall be re-classified from Clerk 2 to Clerk 2.5. The District will provide a job description identifying the additional duties for these Clerk 2.5 positions. All new 2.5 Clerks must complete mandatory training successfully before being classified as a Clerk 2.5.

Upon a vacancy in the Clerk 2.5 position the position will be filled based upon qualification and employment history and shall be subject to an interview with the Superintendent or the Superintendent's designee and a union member representative.

35.3 Elementary School Clerks shall work two weeks before the start of the school year and two weeks after the end of the school year. It is optional for these weeks to be allocated as one week after the conclusion of the school year and five days, one in each week, on a schedule to be mutually agreed upon by the school Principal and the clerk.

ARTICLE XXXVI

HEALTH COVERAGE

36.1 The Johnston School Committee agrees to provide health insurance for all employees covered by this Agreement under the conditions, which follow:

All employees shall be entitled to Individual or Family coverage. Effective January 1, 2018 the healthcare for all members excepting those who receive Medicare and/or Social Security, shall be a Health Savings Account (hereinafter referred to as an HSA) with a fiscal year deductible of \$1,500.00 for individual coverage and \$3,000.00 for family coverage, said deductibles shall be paid

by the employee. The Johnston School Committee shall provide a HSA healthcare plan which shall have the same benefit level, service level and network level no less than the healthcare plan in effect at the execution of this contract. Those members receiving Medicare or Social Security shall receive their healthcare coverage through Health Reimbursement Arrangement. The Monetary amounts of the above-cited deductibles shall be paid in the following manner:

- a. The Johnston School Committee agrees to advance the monetary amounts of said deductibles (\$1,500.00 for individual or \$3,000.00 for family) to a prepaid credit/debit card that shall be issued to each member. Each member shall utilize said credit/debit card for medical payments at points of service to satisfy said deductibles of the HSA plan.
- b. Employees, through payroll deduction, shall pay the above-cited monetary amounts of said deductibles, advanced to the employee by the Johnston School Committee, back to the Johnston School Committee as follows:

Year 1 -

Family - \$2,275.00
Individual - \$1,125.00

Year 2 –

Family - \$2,275.00
Individual - \$1,125.00

Year 3 –

Family - \$2,500.00
Individual - \$1,250.00

The said amount of deductible shall be equally divided by the total number of pay periods within the year and shall be withheld prior to payroll taxes being withheld. Subject to Section c below, as to each year after year one members contributions will be credited first to the account before the contribution required by the School

Department.

- c. As to those members enrolled in the HRA, the District shall be solely responsible for contributions to the HRA accounts on behalf of those members (\$1,500.00 for Individual and \$3,000.00 for Family).
- d. On or about December 15th of each year the employee shall indicate to the Johnston School Committee as to the monetary amount to advance by the Johnston School Committee onto the prepaid credit/debit card for each member to equal the amount needed to satisfy said deductible (\$1,500.00 for individual and \$3,000.00 for family.) The Johnston School Committee and the Union acknowledge and agree that the monetary amount needed to be advanced by the Johnston School Committee to each member can vary in amounts, due to the usage and debiting from each employees account during the fiscal year. (Example-Employee A with a family plan started the year with \$3,000.00 advanced by the Johnston School Committee to the credit/debit card. The Johnston School Committee withheld \$115.38 for each of the twenty six (26) pay periods in the fiscal year. (The JSC withheld \$87.50 for each of the 26 pay periods in the fiscal year.) Employee A used \$2,000.00 of the deductible for the prior fiscal year and therefore has a \$1,000.00 balance. On or before December 15th Employee A notifies the Johnston School Committee to advance only \$2,000.00 to the credit/debit card for the upcoming fiscal year to meet Employee A's required \$3,000.00 deductible for the upcoming year. The Johnston School Committee would then withhold \$76.92 (\$49.04) for each of the twenty six (26) pay periods for the upcoming year, Etc.)
- e. Any and all costs associated with the administration of said /debit card shall be borne by the Johnston School Committee.

- f. The Johnston School Committee agrees to provide all employees and their family members, if applicable, with credit/debit cards at no cost to said employee.
- g. Any charges associated with replacing the credit/debit card to employees due to loss or theft of the card shall be borne by the employee.
- h. There shall be no premium co-share of the above-cited HSA plan to be contributed by the employee towards the cost of the HSA plan. The cost to employees for the HSA plan shall only be the above-cited deductibles.
- i. Employees who sustain an occupational injury/illness shall be covered for any and all medical care, including but not limited to prescription drugs through a special medical rider that shall be provided for through the Johnston School Committee at no cost to the employee nor the above-cited HSA plan.
- j. Retirees who reach age 65 shall enroll in Medicare. The Johnston School Committee shall continue to provide the healthcare benefit level, service level and network level made available prior to the retiree's Medicare eligibility at no cost to the retiree for single coverage only. The Johnston School Committee shall continue to pay any costs to the retiree associated with Medicare, including healthcare, prescription drugs, and any penalties, interest or enrollment fees. Non-Medicare eligible retirees, spouses and dependents' coverage shall continue as provided herein. In the event that Medicare and Blue Cross each determine that a member may receive Medicare Part A coverage and coverage under the HSA Blue Cross health insurance plan, the District will provide HSA Blue Cross coverage for that member.
- k. To qualify for this benefit an employee must have been hired prior to September 1, 1999 and must be employed by the school department for at least fifteen (15) years and have attained the age of fifty-eight (58) years or complete twenty-five (25) years

of service at any age. Employees hired after September 1, 1999 must have been employed by the School Department for at least twenty (20) years and attain the age of sixty (60) years or complete twenty-five (25) years of service and have attained fifty-five (55) years of age.

Prescription Drug Plan

The Johnston School Committee shall provide a prescription drug plan Family or Individual, as needed. The Johnston School Committee shall provide a prescription drug plan benefit level, service level, and network level no less than the prescription drug plan in effect at the time of the execution of this contract.

Should the healthcare provider or the Internal Revenue Service determine that healthcare coverage cannot be provided to a domestic partner or a dependent child to age 26 or such other age as may be set by the Affordable Healthcare Act, the district will pay for that healthcare service that would otherwise be provided by the healthcare plan in effect.

If the member is subject to any penalty levied by the Internal Revenue Service as a consequence of health insurance provided for a domestic partner or a dependent child as identified above, the district will indemnify said member for the amount of the penalty.

The District agrees that there shall be quarterly support meetings to answer questions and address issues of the members regarding their healthcare plans.

36.2 Coverage.

Employees hired after September 1, 1999 shall be responsible to pay 10% of the working rate for Dental insurance.

36.3 Healthcare Buy-Back. Upon presentation of proof of Alternative Healthcare coverage pursuant to a non-employer paid plan, comparable to the present employer paid, employees eligible for paid healthcare coverage under this Agreement may choose not to be covered under the employer's group healthcare policies:

a) Employees eligible for full family coverage – Two thousand dollars (\$2,000) for each full contract year. *Dental only* – four-hundred thirty dollars (\$430).

b) Employees eligible for individual coverage – One thousand dollars (\$1,000) for each full contract year. *Dental only* – one-hundred thirty-six dollars (\$136).

c) Payment to employee under this section shall be made at the end of each year.

Employees that opt back into the school department coverage during the course of a contract year, he/she shall not be entitled to any payment under this section for that year.

ARTICLE XXXVII

PAST CONSIDERATIONS

37.1 Past Practice. An item which either party considers past practice must be forwarded in writing to the other party within ninety (90) days of the ratification of this Agreement. If there is a disagreement regarding said practice or its relationship with this Agreement, parties agree to negotiate said disagreements. Past practices are as follows:

(a) Special education teacher aides, who work one-hundred eighty (180) days, plus seven (7) to eight (8) weeks in the summer, shall be paid for Independence Day and Victory Day.

(b) The employee can make up lost time by coming in early, staying late, or canceling lunchtime with the approval of the Superintendent and/or his/her designee within the existing pay cycle. This entitlement shall not apply to chronic attendance problems.

(c) Summer hours for 260 day employees shall be at the discretion of the Superintendent and set by agreement of the parties.

(d) It is hereby agreed that all teacher assistants and special education teacher assistants shall work thirty-one and one-quarter (31¼) hours per week.

All other terms and conditions of the existing prior Contract not specifically modified herein shall remain in full force and effect for the term of the Contract. This shall include but not be limited to the dental insurance currently in effect.

ARTICLE XXXVIII

DURATION OF AGREEMENT

38.1 This Agreement shall be effective from July 1, 2017, through June 30, 2020.

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

BY: JOHNSTON SCHOOL COMMITTEE

RHODE ISLAND DISTRICT COUNCIL
ON BEHALF OF LOCAL UNION 808 BY:

BY: ROBER LAFAZIA

MICHAEL F. SABITONI
Business Manager

SUPERINTENDENT

KAREN HAZARD
Business Manager, Local 808