

AGREEMENT
between the
LITTLE COMPTON EDUCATIONAL SUPPORT
PERSONNEL/NEARI/NEA
and
LITTLE COMPTON SCHOOL COMMITTEE

July 1, 2011 through June 30, 2014

Little Compton Educational Support Personnel

Negotiating Teams - 2008

John Osborne, President
Beth Turcotte
Christopher Osborne
Sandra Waite

Jane Argentieri
Assistant Executive Director
NEARI/NEA UniServ
Chief Negotiator

Little Compton School Committee

Donald Gomez, Chairperson
Lynn Brousseau-Lebreux
David Beauchemin
Micah Shapiro
Joseph Quinn

Kathryn M. Crowley, Superintendent

RECOGNITION

The Little Compton School Committee recognizes the Little Compton Educational Support Personnel/NEARI/NEA as the sole and exclusive bargaining agent for all employees performing work within the bargaining unit. The bargaining unit consists of all teacher assistants, custodians and secretaries. Hereinafter, the Little Compton School Committee shall be referred to as the Committee and the Little Compton Educational Support Personnel/NEARI/NEA shall be referred to as the Association.

ARTICLE I - RIGHTS OF THE COMMITTEE

The Committee retains all rights and jurisdiction to manage the School Department as may be conferred upon it by the laws and constitutions of Rhode Island and the United States, and by the Charter of the Town of Little Compton, excepting where limited by the provisions of this Agreement or said laws. It is agreed that the Committee retains the right to establish and enforce reasonable rules and personnel policies relating to the duties and responsibilities of members of the bargaining unit and their working conditions which are not inconsistent with this Agreement or said laws.

ARTICLE II - NO STRIKE-NO LOCKOUT

During the terms of this Agreement, the Association agrees there shall be no strikes, or work stoppages; and the Committee agrees there shall be no lockouts.

ARTICLE III - PAYROLL DEDUCTIONS

3.1 The Committee agrees to the adoption of an Association check off system whereby Association dues will be withheld from the Association member's pay at source in equal amounts from each pay, either weekly, biweekly or otherwise, as the frequency of the pay period may require. Such withholdings for Association dues are to be transmitted to the Association for the previous month's earnings, not later than the 20th day of each successive month. The Association will notify the Committee thirty (30) days prior to any change in such withholdings.

3.2 Members of the bargaining unit may elect to have the following deductions made from their pay:

1. Employee share of health insurance;
2. Tax Sheltered Annuities.

ARTICLE IV - ASSOCIATION SECURITY

4.1 All employees in the bargaining unit who are members of the Association shall pay dues in an amount certified to the Committee by the Association.

4.2 All other employees in the bargaining unit shall pay a service fee in an amount equal to the dues of an Association member.

4.3 The Association shall be provided with the names and addresses of any new employees.

ARTICLE V - DISCIPLINE

No member of the bargaining unit shall be disciplined without just cause.

ARTICLE VI - NONDISCRIMINATION

6.1 Neither the Committee nor the Association shall discriminate in any way against employees covered by this Agreement on account of race, religion, creed, color, national origin, sex, age, marital status, handicap or political affiliation.

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

ARTICLE VII - ASSOCIATION RIGHTS

7.1 The Committee and the Association will make reasonable efforts to schedule hearings, meetings and other Association business pertaining to contract negotiations and/or contract administration, at times which will cause as little disruption as possible to the operations of the School Department. To the extent any such Association business is conducted during working hours, the Committee shall permit designated Association members and/or officers to attend. The School Committee or its designee, in their discretion, may pay the affected employees for any lost work time.

7.2 No Association committee member or representative shall be discriminated against as a result of the performance of legitimate Association business.

7.3 The Association shall furnish the Committee/Administration with a written list of its officers immediately after their designation and shall promptly notify the Administration of any change in such officers.

7.4 Association committee representatives will be permitted, upon notice to the Superintendent's office, to visit Association officers and committee members on Committee/Administration premises for the purpose of discussing Association business. Such visits should not interfere with the normal conduct of business.

7.5 The Association will be allowed to use a designated bulletin board.

7.6 The Committee recognizes the Association's right to have access to information relative to budget, staffing projections as they pertain to this unit, names and addresses and salaries of all employees in the bargaining unit and agenda of all open Committee meetings. Where material is normally available to the public, the Association will utilize the same avenues of

acquisition as the public. It is understood that this shall not be construed to require the Committee to compile information and statistics that are not readily available.

ARTICLE VIII - GRIEVANCE PROCEDURE

8.1 Definition

1. A "Grievance" is hereby defined to mean a claim by the Association or a member of the bargaining unit based upon an alleged violation or variation from the provisions of this Agreement, or the interpretation, meaning or application thereof

1. A "grievant" or "aggrieved person" is a person or group making a claim, or the Association.

8.2 Purpose

1. The purpose of this procedure is to secure at the lowest possible level, equitable solutions to problems which may arise.

2. Both parties agree that these proceedings shall be kept informal and that appropriate confidentiality shall be observed.

8.3 Procedure

1. LEVEL ONE - A grievance shall be submitted in writing to the Superintendent within fifteen (15) workdays from the time the grievant(s) knew or reasonably should have known of the occurrence of the grievance. Within fifteen (15) workdays the Superintendent will hold an informal hearing and issue a written decision.

2. LEVEL TWO - If the grievant is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within said time limit, the grievance may be filed in writing with the School Committee within fifteen (15) workdays. Within fifteen (15) workdays the School Committee will hold an informal hearing and issue a written decision.

3. LEVEL THREE - If the grievant is not satisfied with the disposition of the grievance at Level Two, or no decision has been rendered within said time limit, the Association may file the grievance for arbitration with the American Arbitration Association in accordance with its rules and regulations within fifteen (15) workdays. The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties to this Agreement.

8.4 General Provisions

1. No reprisals of any kind shall be taken by the Committee or agent thereof against any participant in the grievance procedure by reason of such participation.

2. If in the judgment of the Association a grievance affects a group or class of employees, the Association may submit a class grievance.
3. Grievants may be represented by Association representatives at all levels of the grievance procedure.
4. The Association will prepare a form for the presentation of grievances, with the mutual agreement of the Superintendent.
5. Any time limits contained in this Article may be waived or extended by mutual agreement.

ARTICLE IX - SENIORITY

- 9.1 Seniority is defined as the total amount of service beginning with the first day of employment.
- 9.2 Seniority shall only be broken by resignation, retirement, discharge for just cause, discharge during probationary period, failure to return to work after expiration of leave of absence or failure to accept recall from layoff to a substantially equivalent job.
- 9.3 In the event that two (2) or more employees have the same seniority date, the tie shall be broken first by the amount of prior service, if any. In the event that a tie still exists, a tie shall be broken by a lottery. The employees involved shall have the opportunity to be present at the lottery. A representative of the Association chosen by the Association shall also be present.
- 9.4 An employee shall be on probation for the first one hundred twenty (120) work days of employment, unless extended by mutual agreement of the parties. Employees may be terminated during the probationary period or any extension thereof, without any recourse to the grievance or arbitration procedure.
- 9.5A seniority list showing the names, date of employment and order in which all employees were employed shall be compiled and appended to this Agreement. The seniority list shall be corrected as needed.
- 9.6An employee who challenges his/her position or date on the seniority list shall do so by the grievance procedure beginning at Level One.

ARTICLE X - JOB DESCRIPTION

Within six (6) months after the execution of this Contract, every position within the bargaining unit shall have a job description. A job description shall be a clear, concise and accurate summary of duties, responsibilities and requirements of the job as it exists and shall include any special condition of employment. The Association shall be permitted to provide recommendations to the Committee concerning the job descriptions.

ARTICLE XI - LEAVES, HOLIDAYS AND VACATION

11.1 Sick Leave

1. Sick Leave with pay shall be granted to employees covered by the Agreement.
Sick Leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury, childbearing 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.
2. Employees shall be granted the following paid sick days at the beginning of the school year:
 - a. Full-year employees - eighteen (18) days;
 - b. Two hundred (200) day employees - twelve (12) days;
 - c. School-year employees - twelve (12) days.
3. Unused Sick Leave may be accumulated up to two hundred (200) days.
4. Any sick time used that has not been earned, will be deducted from employees final salary upon separation from employment.
5. Requests for extension of paid Sick Leave shall be made in writing to the School Committee or its designee, who shall have the discretion to act upon such requests.
6. Upon retirement, an employee with fifteen (15) years or more of service will be paid one (1) day for every fifteen (15) days of accumulated sick leave at his/her per diem rate up to 200 days.
7. Upon retirement, an employee with twenty (20) years or more of service will be paid one (1) day for every ten (10) days of accumulated sick leave at his/her per diem rate up to 200 days.

11.2 Personal Leave

Two (2) days of paid personal leave will be granted annually. Personal Leave is defined as time necessary for the conduct of personal business which can-not be scheduled other than during school hours. Personal Leave may not be taken the day before or the day after a vacation period or holiday except with prior written permission of the Superintendent. Personal Leave shall be accumulative to three (3) days.

11.3 Maternity Leave

When illness or disability due to childbearing renders an employee unable to perform her duties, the employee may use her accrued Sick Leave until such time as she is able to return to work.

11.4 Parental Leave

An employee shall be granted at any time a Parental Leave without pay for up to one (1) year upon expiration of the Maternity Leave or in lieu of Maternity Leave. Parental Leaves shall be granted to either parent for the birth or adoption of a child. Such leaves may be renewed for additional periods of time with the approval of the Committee.

11.5 Religious Leave

At the discretion of the Superintendent, employees may be granted paid leave for religious reasons.

11.6 Bereavement Leave

Each employee shall be granted leave with full pay for five (5) days for a death in the immediate family. The immediate family shall include father, mother, brother, sister, husband, wife, son, daughter, in-laws, grandparents, grandchildren and any person living in the employee's household. Days needed beyond five (5) days may be taken from Sick Leave. The day of the funeral shall be granted with pay for all other relatives. The time to attend the funeral with pay shall be granted for friends,.

11.7 Legal Leave

1. An employee called for jury duty shall receive the difference in his/her pay for the period of said duty. He/she shall keep any monies paid by the courts for travel or incidental expenses.
2. Members shall be granted temporary leave of absence with full pay for the time necessary for appearance in any legal proceedings connected with his/her employment or with the school system.

11.8 Holidays

1. All employees except school-year employees, shall receive full pay for the following holidays, providing the holiday(s) fall within the employee's work year:
 - a. New Year's Day
 - b. Martin Luther King Day
 - c. President's Day
 - d. Good Friday
 - e. Memorial Day
 - f. July Fourth
 - g. Victory Day
 - i. Columbus Day
 - j. Veterans Day
 - k. Election Day (if school is closed)
 - l. Thanksgiving Day
 - m. Friday after Thanksgiving
 - n. 1/2 day Christmas Eve (when this day falls on a Friday or Monday, employees will receive a full vacation day)
 - o. Day after Christmas

- h. Labor Day
 - p. Christmas Day
 - q. 1/2 Day New Years Eve
2. School year employees shall receive twelve (12) or thirteen (13) fully paid holidays.
- a. New Year's Day
 - h. Election Day (if school is closed)
 - b. Martin Luther King Day
 - i.. Thanksgiving Day
 - c. President's Day
 - j. Friday after Thanksgiving
 - d. Good Friday
 - k. 1/2 Day Christmas Eve (when this day falls on a Friday or Monday, employees will receive a full vacation day)
 - e. Memorial Day
 - l. Day after Christmas
 - f. Columbus Day
 - m. Christmas Day
 - g. Veteran's Day
 - n. 1/2 Day New Years Eve
 - o. Labor Day (providing holiday falls within the employee's school year as of school year 1997-98)
3. If a holiday falls on a Saturday or Sunday and is not observed by the School Department on the preceding Friday or following Monday, any employee who is required to work on that Friday or Monday shall receive a floating holiday.

11.9 Vacations

1. Full-year personnel shall be granted paid Vacations in the following amounts, as of their anniversary dates:
 - a. Six (6) months to less than one (1) year - five (5) working days;
 - b. One (1) year to less than five (5) years - ten (10) working days;
 - c. Five (5) years to less than ten (10) years - fifteen (15) working days;
 - d. Ten (10) years or more - twenty (20) working days;
 - e. Thirty (30) years or more – twenty five (25) working days.
2. Two hundred (200) day employees shall be granted paid vacations as of their anniversary dates up to a maximum of ten (10) days.
3. Vacation days shall generally be used within the year following the Anniversary date on which they are earned. In exceptional circumstances, the Superintendent, at his discretion, may permit unused Vacation days to be carried over up to one (1) additional year.

4. Upon retirement or cessation of employment employees shall be paid for all accrued and unused. Vacation time, including approved carryovers, if any.
5. Vacations shall, to the greatest extent possible, be taken during times when school is not in session. Half vacation days will be allowed only on days when school is not in session. All vacation requests shall be submitted to the Principal at least twenty one (21) calendar days notice.

11.10 Other Leave

In circumstances not covered above, employees may request leave with or without pay, which may be granted at the discretion of the School Committee or its designee.

11.11 Benefits During Leave

1. An employee on paid leave shall retain all benefits, including seniority, and be granted all salary increases.
2. Except where otherwise required by law, an employee on unpaid leave may elect to retain all fringe benefits, provided that he/she shall reimburse the Committee for the costs of the benefits.

11.12 Return From Leave

Upon return from leave, an employee shall be placed in the position which he/she left, if in existence, or if not, to an equivalent position.

ARTICLE XII - TRANSFERS

12.1 Transfers are defined as lateral movement from one (1) position or location to another.

12.2 When a position is open within the bargaining unit all employees shall be notified by a posting (with a copy sent to the Association President) at least ten (10) calendar days before the closing date of applications.

12.3 Transfers shall be filled by seniority with the employee having the greatest seniority receiving the transfer, provided the employee is qualified to perform the work of that position.

12.4 No employee shall be involuntarily transferred if there is a qualified volunteer for the position. Involuntary transfers shall be made in inverse order of seniority. Notice of involuntary transfers shall be provided as soon as possible, and not later than twenty five (25) calendar days in advance (unless an emergency can be proven which necessitates a waiver of the twenty-five (25) day notice).

12.5 All positions shall be filled with a permanent employee within two (2) weeks after the school committee meets but not more than thirty (30) days after the posting.

ARTICLE XIII - PROMOTIONS

- 13.1 Promotions are defined as higher-paying positions within the bargaining unit, different from that currently held by the employee.
- 13.2 When a position is open within the bargaining unit all employees shall be notified by a posting (with a copy sent to the Association President) at least ten (10) calendar days before the closing date of application.
- 13.3 Promotions shall be filled on the basis of qualifications (including the ability to perform the work), experience and record of previous performance with the School Department, and seniority. Where all other factors are equal, seniority shall govern.
- 13.4 All promotional positions shall be filled with a permanent employee within three (3) weeks after the school committee meets but not more than forty-five (45) days.

ARTICLE XIV - LAYOFF AND RECALL

- 14.1 Employees in the affected job title shall be laid off in reverse seniority order.
- 14.2 Notice of layoff will be provided to the employee by June 1 for the following school year.
- 14.3 An employee affected by layoff or bump, may bump the most junior employee in a lower-paying position, provided that he or she is qualified to perform the work of that position. Employees holding school-year positions may not bump into full-year positions or other positions with longer work-hours than the position they currently hold.
- 14.4 Laid off or bumped employees shall be recalled to any available positions for which they are qualified, in order of their seniority.
1. Employees shall be sent notice of recall by certified mail to their last reported address (with a copy to the Association). The employee must respond to the recall notice within five (5) workdays of its receipt. An employee accepting recall shall be given ten (10) workdays to return to work.
 2. The available position may be offered to the second most senior qualified employee, if the first employee declines to accept it within the specified time period, or, if the certified mail notice to the first employee is returned as unclaimed or undelivered and reasonable efforts to provide some other form of actual notice to that first employee have proven unsuccessful.
 3. Employees shall not remain on the recall list for more than three (3) years.

14.5 Seniority shall be broken if the employee refuses to accept recall (except to a lower paying position).

ARTICLE XV - WORKING CONDITIONS

15.1 Work Year

1. The work year of the School Secretary as of July 1, 2013 shall be 200 days. This includes the two weeks before school opens and the two weeks after school ends. The salary shall be pro-rated. All other benefits shall be in accordance with the CBA.
2. The work year of the Head Custodian and other Custodians shall be twelve (12) months, with such holiday and summer adjustments as are now in effect.
3. The work year of the Teacher Assistants shall be equal to the student's year. All Teacher Assistants shall attend Professional Development and/or Orientation day with pay at the request of the Superintendent.

15.2 Work Day

1. The work day of the School Secretary shall be eight (8) hours, beginning at 8:00 A.M. and ending at 4:00 P.M.
2. The workday of the Head Custodian shall be eight (8) hours per day. One (1) other custodian shall work eight (8) hours and another custodian shall work at least four (4) hours. Summer and holiday schedule adjustments shall be made with mutual consent of the parties.
3. The workday of the Teacher Assistants shall be at least six and one half (6 ½) hours per day; with the exception of 1 four (4) hour Teacher Assistant position.
4. The workday of employees working four (4) consecutive hours shall include one thirty (30) minute duty free lunch period. The workday of employees working six and one half (6 ½) consecutive hours shall include one thirty (30) minute duty free lunch period and two (2) fifteen (15) minute breaks per day. The workday of employees working eight (8) or more consecutive hours shall include a 60 minute break (lunch included).
5. Time and one-half shall be paid for all work performed in excess of eight (8) hours per day.
6. On days when school is canceled because of inclement weather, all custodians scheduled to work shall be called in by the Head Custodian to assist in snow removal and other custodial tasks.
7. On days when school is closed early because of inclement weather or other emergency, employees may be permitted to leave at the discretion of the Superintendent of Schools without loss of pay.

8. Any custodians or secretaries required to remain on the job after an early closing, while others have been allowed to leave, will be paid time-and-a-half.

ARTICLE XVI - PERSONNEL FILE

- 16.1 The School Department shall maintain one (1) personnel file for each employee.
- 16.2 Such file shall contain copies of personnel transactions, official correspondence with the employee and other relevant documents.
- 16.3 A designated member of the Association, having written authorization from the employee concerned, may examine the personnel file of that employee.
- 16.4 An employee shall have the right to examine his/her personnel file at any time during normal business hours.
- 16.5 Upon request, the administration shall provide employees with copies of documents in his/her personnel file.
- 16.6 No anonymous material shall be placed in the employee's personnel file.
- 16.7 Materials shown to be false or unsubstantiated shall be removed from the employee's personnel file.
- 16.8 An employee may have relevant material placed in his/her personnel file by delivering a copy to the administration.
- 16.9 Any additions or changes to the personnel file shall be promptly called to the employee's attention.
- 16.10 An employee shall have the right to attach any relevant comments to anything contained in his/her personnel file.

ARTICLE XVII - BENEFITS

The School Committee shall provide the following to all members of the bargaining unit, without cost (unless otherwise indicated):

17.1 Health and Dental Insurance

- 1. To those members of the bargaining unit currently receiving coverage the Committee shall provide health insurance coverage (with Student to 26 and chiropractic riders) and a dental insurance plan "Levels 1, 11 and IV" (One Family Plan or Individual Plans, as appropriate).

2. The Committee shall provide the following contributions to the said medical and dental insurance to bargaining unit employees in the following categories:

	<u>DAY Work Hours</u>	<u>Contribution</u>
a.	4 to less than 6	50%
b.	6 or more	100% subject to the following co-payments: 13% of premium in the 2011-2012 school year; 14% of premium in the 2012-2013 school year; and 15% of premium in the 2013-2014 school year.

3. Employee contributions shall to the extent possible be treated as pre-tax dollars. The Committee may substitute substantially equivalent health coverage with the current or a new provider, group, carrier or trust with the mutual consent of the LCESP Union. Such mutual consent shall not be unreasonably withheld.
4. The above-noted percentage contributions will not be decreased during the term of this Agreement if there is a reduction in the daily work hours of the employee.

An employee who does not opt for healthcare from the school committee shall receive \$1,000. annually from the committee. The \$1,000. shall be pro-rated according to hours of work in accordance with 17.1.2.

5. An employee may choose Employee Plus One or two individual health and dental insurance plans, if available and less expensive. If dependents and/or spouse need to be added, the employee may transfer back to a family plan at any time.

17.2 Life Insurance

The same Life Insurance coverage as the certified personnel.

17.3 Social Security

17.4 Workers' Compensation

17.5 Retirement

Bargaining unit employees who retire from the School Department with at least fifteen (15) years of service will be reimbursed for their cost of health insurance for a period of three (3) years or until age 65, whichever comes first, at an annual sum not to exceed fifteen hundred (\$1,500.) dollars.

ARTICLE XVIII - GENERAL

18.1 No employee shall be required to maintain residency in Little Compton.

18.2 Years of service for pay steps or any other reason shall be calculated as of the anniversary date of the employee's first day of employment.

18.3 Any mandated courses required to hold a job, shall be paid in full and also include travel costs.

Any employee who successfully completes a course which will enable him/her to improve his/her present job skills may apply for tuition reimbursement, such reimbursement to be approved at the discretion of the Superintendent of Schools.

ARTICLE XIX - PAYROLL SCHEDULE

All employees shall be paid biweekly.

ARTICLE XX - PERSONAL INJURY

20.1 When an employee is absent as a result of an on-the-job injury or assault, the absence shall be considered as being primarily covered under Workers' Compensation.

20.2 The Committee, in its discretion, may make up the difference between Workers' Compensation and the employee's regular pay. The employee may apply unused Sick Leave in order to receive that differential.

ARTICLE XXI - TRAVEL ALLOWANCE

All employees required to use their personal automobiles for work shall be reimbursed at the IRS rate for travel.

ARTICLE XXII - SAVINGS CLAUSE

Should any provision of this Agreement be found to be in violation of any Federal or State law by a court of competent jurisdiction, all other provisions of the Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE XXIII - DURATION

The provisions of this Agreement shall be effective beginning July 1, 2011 and shall remain in effect through June 30, 2014.

IN WITNESS WHEREOF, the parties hereunto set their hands this _____ day of October, 2011.

BY: _____
For the Little Compton School Committee

BY: _____
For the Little Compton Education Support
Personnel/NEARI/NEA

APPENDIX A
SALARY SCHEDULE

Position	2011-2012 3.5%	2012-2013 1.5%	2013-2014 1.5%
School Secretary	43741.30	44397.42	45,063.39
Head Custodian	22.01	22.34	22.68
Custodian	17.92	18.18	18.46
Teacher Assistant	16.10	16.35	16.59

Compensation and co-pays shall be retroactive to beginning of the 2011-2012 contract year.

Premium Pay: \$200 annually shall be paid to any custodian who holds a license which is required to perform any duty.

Prior to the aforementioned salary increase for July 1, 2011, \$1,000.00 shall be added to the base pay of all full time Custodians and to the base pay of the School Secretary.

\$500.00 shall be added to all part time, full year employees prior to the July 1, 2011 3.5% salary increase.

DEGREE LANES	2011-2012	2012-2013	2013-2014
Associates degree	\$300.00	\$300.00	\$300.00
Bachelors degree	\$500.00	\$500.00	\$500.00
Masters degree	\$700.00	\$700.00	\$700.00

A P P E N D I X B
LONGEVITY

Years of Service	<u>2011-2014</u> Percentage of Base Salary
15-20 years	4%
over 20 years	4.125%

<u>RANKING</u>	<u>NAME</u>	<u>HIRE DATE</u>
1 .	Sandra Waite	12-17-66
2.	Breda Hagenston	05-01-76
3.	Christopher Osborne	10-04-76
4.	Nancy-Ann Moniz	09-07-77
5.	Mabel Fleming	10-01-70
6.	Judith Martin	12-15-82
7.	Lorraine Lawrence	09-01-85
8.	Jayne Thurston	10-01-85
9.	Diane Massey	10-01-85
10.	Debra Guay	10-01-87
11.	John Osborne	12-27-819
12	Steven Moniz	10-07-91
13.	Beth Turcotte	12-01-97
14.	Janet Busse	12-01-97
15.	Melissa Christ	12-09-97
16	Dawn Medeiros	01-12-99
17.	Stephanie Manchester Wilkie	03-17-00
18.	Mary Lou Manchester	09-18-01
19.	Cheryl Sylvia	08-23-04