

MASTER AGREEMENT

by and between

GLOCESTER SCHOOL COMMITTEE

and

**GLOCESTER ASSOCIATION OF EDUCATIONAL
SUPPORT PERSONNEL/NEARI/NEA**

July 1, 2022 – June 30, 2025

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AGREEMENT

This agreement entered into by the Gloucester School Committee, hereinafter referred to as the Employer, and the Gloucester Association of Educational Support Personnel/NEA/NEARI, hereinafter referred to as the Association, has as its purpose the promotion of harmonious relations between the Employer and the Association; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I General Provisions

Section 1 – Recognition

1. The Employer recognizes the Association as sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and all other conditions of employment for all employees in the “bargaining unit.”
2. The “bargaining unit,” for the purpose of this Agreement, shall consist of those non-certified personnel on the Certification of Representatives in Case No. EE-3320 by the Rhode Island State Labor Relations Board.
3. New employees shall serve in a probationary status during a period of ninety (90) calendar days. During this probationary period the provisions of this Agreement shall not apply to such employees. Probationary employees may be discharged by the Employer within said ninety (90) calendar day period without giving cause, and written notice shall be sent by the Employer to the Association and to the employee.

Section 2 – Dues Deduction

1. The Employer agrees to the adoption of an Association check-off system, but only of one (1) lump sum in dollar amounts per person without requiring computation as provided by the association, whereby, Association dues or service charges will be withheld in substantially equal amounts from the employee’s pay at the source, in nineteen (19) bi-weekly payments. Such withholdings and related list of employees are to be transmitted to the NEARI, 99 Bald Hill Road, Cranston, Rhode Island, by the 30th day following the end of each calendar quarter in which such deduction is made. The quarters will commence July 1, October 1, January 1 and April 1.
2. The Association will notify the Employer thirty (30) days prior to any change in such withholding.

3. Membership in any employee organization may be determined by each individual employee. Members of the Union shall pay dues as determined by the Union, provided, however, that all non-members of the exclusive representative organization may be required to pay to the exclusive organization a reasonable charge for representation in grievances and/or arbitrations brought at the nonmember's request.

The Gloucester School Department recognizes the Union's ability to increase dues lawfully and in accordance with its Constitution and By-Laws, and upon written representation by the Union that dues have been lawfully increased and in accordance with its Constitution and By-Laws, the District agrees to adjust the amount of dues deduction accordingly, provided that such an adjustment is consistent with the authorization of the employee that is required by law.

The appointing authority shall give written notice to the Treasurer and President of the Union of all new employees within the bargaining unit who become eligible for membership in the Gloucester ESP. Said notice shall be given within five (5) days from the date of hire and shall include the employee's name, address, date of hire, classification, and work assignment.

The Union shall indemnify and save the Gloucester School District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the GSD in reliance upon the Union's representation that its dues have been lawfully increased and in accordance with the Union's Constitution and By-Laws or for the purpose of complying with any of the provisions of this Article.

4. Within thirty (30) days after the date that a probationary employee commences his/her first day of work as an employee subject to and having the benefits of this Agreement, the Employer shall commence deductions from the employee's wages of the Association dues check-off or equivalent service charge in lieu of Association membership dues as provided in sub-section 3 of Section 2 of Article I hereof.

Section 3 – Association Security

The Employer will not aid, promote or finance any other labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization, or with any individual.

Section 4 – Discrimination by Employer

The Employer will not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this Agreement because of membership in, or legitimate activity on behalf of the Association, nor will the Employer encourage membership in another union.

Section 5 – Discrimination by Association

The Association recognizes its responsibility as the exclusive bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

Section 6 – Discrimination – General

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation.

Section 7 – Strikes and Lockouts

The Association will not cause, call or sanction any strike, work stoppage, or slowdown, nor will the Employer lock out its employees during the term of this Agreement, nor will the Association be held liable for any unauthorized action.

Section 8 – Association Officers and Representatives

A written list of Association officers and other representatives shall be furnished to the Employer within thirty (30) days of ratification of this Agreement and the Association shall notify the Employer of any changes. There shall be only one (1) steward for each building.

The Employer shall rely upon the most recent list until actual receipt of any changes by certified mail.

Section 9 – Performance of Bargaining Unit Work

The Committee agrees that it will not hire non-bargaining unit employees to perform bargaining unit work where bargaining unit members are available and willing to perform work in question.

ARTICLE II HEALTH, SAFETY AND WELFARE

Section 1 – Promotion and Enforcement of Safety Rules

The employer and the Association shall cooperate in the promotion and enforcement of safety rules and regulations.

Section 2 – Safety Complaints

Should an employee complain to his/her immediate supervisor that his/her work requires him/her to be in unsafe or unhealthy situations, said complaint shall be in writing and referred to the Superintendent through either the building principal, the director of building and grounds or the business manager. Complaints to be addressed or acknowledged within five (5) school days in writing.

Section 3 – Health Insurance

The District shall provide a health and dental plan which shall contain benefits as provided for in the Summary of Benefits as appended hereto and incorporated by reference. For purposes of this agreement only, this benefit shall consist of benefits as set forth in the current Summary of Benefits Plan of Blue Cross Health Mate and Delta Dental Plan.

Primary care physician office visits:	\$15.00
Specialist office visits:	\$25.00
Urgent care fee:	\$50.00
Emergency room fee:	\$100.00
Prescription plan:	\$7.00/\$30.00/\$50.00 co-payments

\$10,000.00 Life Insurance (Employees shall be permitted to purchase additional life insurance, at their own expense);

New employees shall be eligible to participate in the benefits set out in Section 3 above the first day of the month following employment;

Delta Dental	Level III, Individual,
Level IV	Family
Student Rider	Age 23

All retiring employees shall be eligible to purchase medical insurance at the School Department group rates provided they pay at least one (1) month in advance premium, and all subsequent premiums by the first of each month to the School Department business office. At age sixty-one (61), retirees will be eligible for the same paid individual health and dental insurance coverage as current single employees until the first of the following: (1) age sixty-five (65), (2) eligibility for Medicare or Medicaid, or comparable medical or dental coverage from any other source, (3) receipt of medical or dental insurance from any other source, or (4) expiration of this Agreement. Family coverage may be purchased by paying the difference in rate.

All employees retiring after January 1, 2009, shall pay the same co-payment of health and dental insurance premiums as current employees. Employees retired as of January 1, 2009 shall not pay this co-pay and shall be eligible for coverage beginning at age sixty (60) (for up to five (5) years of coverage).

New hires after January 1, 2009, shall not be eligible for the retiree health and dental insurance benefits under this section.

Employees who are eligible for medical and dental insurance and choose not to receive coverage shall receive a payment of fifteen hundred dollars (\$1,500.00). Employees who elect not to receive either medical or dental coverage shall have the payment pro-rated based upon the percentage cost of each program. Payment shall be made at the end of the school year and notification of coverage shall be made at least sixty (60) days prior to the effective date of coverage.

Employees shall contribute on a pre-tax basis by payroll deduction 12% of the premium cost of both the medical and dental plan they select.

The health-insurance co-pay shall be deducted in equal amounts over nineteen (19) pay periods.

Section 4 – On-the-Job Injury

Employees incapacitated due to on-the-job accident or injury shall be paid the difference between their full salary and any Worker's Compensation, Temporary Disability Insurance and/or Unemployment Insurance compensation for the duration of the incapacity not to exceed forty-five (45) working days.

Section 5 – Rest Periods

All employees shall have one (1) fifteen (15) minute rest period during a shift at such times as pre-scheduled, except for emergencies, by their supervisor.

Section 6 – Meal Periods

All employees shall have a lunch period during each work shift of thirty (30) minutes.

Section 7 – Clean-Up Time

All employees shall be granted five (5) minutes for personal clean-up period at the end of each shift.

ARTICLE III

BULLETIN BOARDS AND POSTINGS OF VACANCIES

Section 1 – Bulletin Boards

The Employer agrees to provide bulletin board space where notices of Employer and Association matters may be posted.

Section 2 – Filling of Vacancies: Job Fair

The Association agrees that the committee has the right to eliminate positions by not filling vacancies if the committee feels vacancies are not necessary to be filled. The committee agrees that if it decides to fill a vacancy, it shall fill the vacancy not later than sixty (60) days after the decision to fill the vacancy. A job fair will be held open to current employees to fill the vacancy. Upon completion of the job fair any unfilled position may be filled from among outside applicants by the school committee. Should a person be a successful applicant for the position, and should the person complete the probationary period satisfactorily, the seniority of said person shall relate to the first day that the person continuously filled the vacancy, even though said filling might have been on a substitute or temporary basis. Grievances under this section shall be submitted to expedited arbitration under the Expedited Arbitration Rules of the American Arbitration Association.

Section 3 – Posting and Biddings of Vacancies and Promotions

The Employer agrees to mail to the secretary of the Local Association, and to post on the bulletin board as required by Section 1, hereof notice of all vacancies and promotions within five (5) days of availability. Employees shall bid in writing for a vacancy or promotion within seven (7) calendar days from the date of posting, which bid shall be submitted to the Superintendent of Schools.

ARTICLE IV

SENIORITY

Section 1 – Method

1. Seniority shall be the relative status of employees with respect to length of continuous service within the school system.
2. Selection for promotion and/or transfer to a more desirable job assignment within the bargaining unit shall be made on the basis of job qualifications as determined by the Superintendent. When two (2) or more employees of equal qualifications apply for the same position, the one with the greater seniority shall be chosen. If there is a dispute

between the Superintendent and the employee as to job qualifications, and the employee is not satisfied with the decision of the Superintendent, then the employee may process a grievance as outlined in the Grievance Procedure of this Agreement.

3. When an employee is laid-off, he/she shall be permitted to exercise his/her seniority rights to bump and to replace an employee with the less seniority. Such employee may, if he/she so desire, bump any employee in another job classification, provided the bumping employee has greater seniority than the employee he/she bumps, and provided further that the bumping employee is immediately qualified and available to perform the job of the employee whom he/she bumps.

4. New employees shall be considered probationary employees for a period of ninety (90) days from their date of hire. Upon completion of the probationary period, the probationary employee shall be placed on the seniority roster, and the effective date of his/her seniority shall be the first date of work as a probationary employee or the first day that the person continuously filled the vacancy even though said filling might have been on a substitute or temporary basis.

5. The administration (Building Administrator or Superintendent) reserves the right to reassign personnel within job classification to other positions to meet the needs of the system, based on seniority. Such reassignments must be educationally sound, reasonable, and shall not be arbitrary or capricious.

Section 2 – Lay-offs

Whenever lay-offs become necessary, employees will be laid off on the basis of their seniority (as defined in Section 1 of this Article) and those with the least seniority shall be laid off first, insofar as job classification permits. Vacancies filled by lateral transfers shall be filled by the most senior bidder within the classification. An employee shall be entitled to two (2) weeks' notice before lay-off. Whenever it becomes necessary to increase the working forces, laid-off employee shall be recalled in reverse order of their lay-off before any new employee is hired. Seniority shall be cumulative during periods of lay-off up to a maximum of two (2) years. If a person on recall refuses a like position, his/her name shall be removed from the seniority list.

Section 3 – Elimination of Jobs

Employees whose jobs are abolished or eliminated shall be permitted to exercise their seniority in accordance with the lay-off provisions of Section 2 of this Article.

Section 4 – Recall Notification

Employees subject to recall shall be notified of recall by the Employer by certified mail, return receipt requested, addressed to the last address of the employee on the record of the Employer; a copy of such recall letter shall be given to the Association. The employee shall have ten (10) calendar days subsequent to the date of deposit of the

notice of recall at the post office in which to notify the employer that he/she will return to work.

Section 5 – Forfeit of Seniority Rights

An employee shall forfeit all seniority rights then accrued to him/her in the event that:

1. He/she is discharged for cause;
2. He/she terminates his/her employment voluntarily;
3. He/she fails to give notice with the ten(10)day period outlined in Section 4 of Article IV;
4. He/she is laid off for a period of twenty-four (24) months.

Section 6 – Status List

Seniority list showing the seniority status of all employees covered by this Agreement as of the effective date of this Agreement, in their respective classifications, hereto as Schedule (A), and shall be corrected at least every January and July. One (1) copy of each corrected list shall be mailed to the secretary of the Local.

One (1) copy of each corrected list shall be mailed to the secretary of the association. In the case when two (2) or more employees share the same hiring date, seniority will be determined by lottery conducted by the Association.

Section 7 – Outside Bargaining Unit

Employees who transfer or accept promotion to positions outside the bargaining unit, but remain with the school system, shall be privileged to return to that employee's former seniority status that the employee held at the time of such transfer or promotion, but only within one (1) calendar year from the date of commencement of employment in the new position outside of the bargaining unit.

Section 8 – No Seniority for Probationary Employees

Probationary employees as defined in sub-paragraph 3 of Section 1, Article I of this Agreement shall have no seniority rights, shall have no grievance rights and shall not be entitled by reason of this Agreement either to submit or present a grievance or to be given a reason for termination of employment by the Employer or its duly authorized agents during the ninety (90) day probationary period whether or not such probationary employees are at any time during that period members of the Association and whether or not they shall subsequently become members of the Association with reference to any events taking place during said ninety (90) day period. Nothing herein contained shall be construed to deprive a probationary employee of any rights which that employee may be entitled to by operation of law as though this Agreement were not in effect.

Section 9 – Seniority Rights Grievred

Any employee who feels aggrieved with respect to his/her seniority rights as provided for in this Article shall have the right to process the matter as a grievance under the grievance procedure of this Agreement.

Section 10 – Custodians – Supervision of Contractors and Additional Hours

At least one (1) Custodian shall be present whenever an outside contractor is performing work inside the building. Where the work is of a de minimus nature, this provision shall not prohibit non-bargaining unit personnel from overseeing the work of the outside contractor.

Clean-up following events. Except when additional staffing is provided, any Custodians that are required to work following a dance, sporting event, PTA meeting or other event occurring within a school building shall be permitted to work up to an additional two (2) hours beyond their regularly scheduled shift if it is necessary to complete their work as determined by Administration. Approval shall not be unreasonably denied.

**ARTICLE V
WAGE SCHEDULE AND CLASSIFICATION**

Section 1 – Schedule

Salary schedule appears in Appendix A attached hereto.

Section 2 – Work in a Higher Classification

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

Section 3 – Longevity Schedule

In addition to the above salaries, there shall be paid a longevity supplement (or bonus) which shall not be considered part of the employee’s salaries for other purposes in this Agreement. This supplement shall be paid as soon after June 30 as is practicable. (For example, the first longevity supplement shall be earned during the 2004-2005 contract year, and shall be paid as soon after July 1, 2005, as is practicable.)

**10 years
continuous
employment
in the system
\$800.00**

**15 years
continuous
employment
in the system
\$1250.00**

**20 years
continuous
employment
in the system
\$1450.00**

Section 4 – Additional Compensation for Work During Hours of 3:00 pm – 8:00 am

All employees who work between the hours of 3:00 P.M. and 12:00 midnight, and all employees who work between the hours of 12:00 midnight and 8:00 A.M. shall receive an additional twenty-five (25) cents per hour over their base rate for each year of the contract.

**ARTICLE VI
SEVERANCE PAY**

Section 1 – Entitlement and Forfeiture

1. Every employee other than a probationary employee, who is represented by this Agreement shall, upon voluntary or involuntary termination, other than discharge for just cause, receive an addition to other accrued benefits a sum equal to the wages for two (2) days straight time as set forth in Article XIV, without overtime or holiday rates, for each year that said employee was employed continuously as a full-time employee of the Employer for a maximum period of fifteen (15) days (equal to two (2) days per year for seven and one-half (7 1/2) years of employment. These benefits will be pro-rated for any part of a year remaining after said employee leaves.

2. Upon retirement, employees shall receive one-half (1/2) payment for accumulated sick leave not to exceed sixty (60) days. Employees intending to retire must notify the School Department by January 10 of the year in which their retirement becomes effective. Additionally, all employees shall have the option to receive payment for one-half (1/2) of their fifteen (15) days unused sick leave earned, beyond eight (8) days, in that calendar year. (180-190 and 200 day employees beyond six [6] days). Such payment of unused sick leave earned through June 30 the preceding year will be paid the first pay period of December next. Such payment of unused sick leave earned through June 30 the preceding year will be paid the first pay period of December provided they have accumulated enough days to leave twenty (20) accumulated days on the books. Any sick days for which such payment has been received shall not be carried forward as cumulative, and employees intending to request this option must notify the School department by July 1 of that year.

3. If an employee is discharged for just cause, the employee will forfeit all accrued sick leave and will not be entitled to any severance pay.

ARTICLE VII HOLIDAYS

Section 1 – Holidays

(a) the following shall be paid holidays for twelve (12) month employees:

New Year's Day	VJ Day
Martin Luther King Day	*Primary Day
President's Birthday	*Election Day
Good Friday	(Presidential Election)
Memorial Day	Veterans Day
National Independence Day – July 4	Thanksgiving Day
Labor Day	Day after Thanksgiving
Columbus Day	Christmas Day

*If schools are not in session

(b) The following shall be paid holidays for 182,190 and 200 day employees only:

New Year's Day	Columbus Day
Martin Luther King Day	*Election Day
Good Friday	(Presidential Election)
Memorial Day	Veterans Day
Labor Day	Thanksgiving Day
*Primary Day	Day after Thanksgiving
	Christmas Day

*If schools are not in session

c) Whenever a holiday falls during a twelve (12) month employee's scheduled vacation, said employee shall receive an additional day off.

d) If a holiday in (a) or (b) is observed as a school holiday on a date other than the anniversary date of that holiday, the date of observance shall constitute the date of the holiday and not the anniversary date of that holiday.

e) Whenever a holiday falls on a Saturday or a Sunday all twelve (12) month employees shall be entitled to the preceding Friday or the following Monday off without loss of pay, provided, however, that if school is in session on the preceding Friday or the following Monday, then the employee shall receive an additional day's pay at straight time.

Section 2 – Inclement Weather

On snow days when school is dismissed early, teacher aides, secretaries and clerks will be dismissed at the same time as teachers, without loss of pay. Otherwise, present practice of no loss of pay for delayed starts will continue.

ARTICLE VIII VACATION AND LEAVE POLICY

Section 1 – Sick Leave

All year-round employees covered by this Agreement shall be allowed fifteen (15) days sick leave per year accumulative to one hundred five (105) days. All one hundred eighty two (182) day employees covered by this Agreement shall be allowed twelve (12) sick leave days per year accumulative to one hundred five (105) days. All one hundred ninety (190) day employees covered by this Agreement shall be allowed twelve (12) days sick leave per year accumulative to one hundred five (105) days. All two hundred (200) day employees covered by this Agreement shall be allowed twelve (12) days sick leave per year accumulative to one hundred five (105) days. All sick leave shall commence to be credited and to accumulate retroactive to date of hire up to a maximum of one hundred five (105) days. Commencing July 1, 2004, one hundred fifty (150) days.

Section 2 – Personal Leave

Each full-time employee shall be entitled to two (2) days non accumulative personal leave each year. Notification to the Principal of intent to use a personal day will be made in advance, if possible, except in the event of an emergency, or with the approval of the superintendent. A personal day may be used and connected to a long weekend, holiday, or vacation upon submitting a written request to the Superintendent or her/his designee, which requests will be granted on a limited basis upon the availability of substitutes in the district. At the end of the school year, all unused personal days will be converted to sick leave. Leave for a part-time employee and employees hired during the year is pro-rated.

Section 3 – Vacation Leave

1. Twelve (12) month employees shall be entitled to the following vacations:
 - a) After one (1) calendar year: two (2) weeks;
 - b) After seven (7) years: three (3) weeks;
 - c) After fifteen (15) years: four (4) weeks; starting year 2002-2003
 - d) One (1) week vacation with pay for employees who work two hundred (200) days, but less than twelve (12) months.

2. An employee shall be allowed to use vacation credits at his/her own discretion subject to area seniority and subject to the requirements of the school system.
3. Upon termination of employment, the employee shall receive payment equal to the amount of vacation pay or the prorated amount for any fraction of a year he/she would have received had the termination not occurred. If termination is caused by death, such payment shall be made to the employee's spouse or estate.
4. Vacation leave shall not be cumulative, and unused vacation leave shall be forfeited eighteen (18) months after the date the employee shall become entitled to his/her annual vacation.
5. Vacation pay shall be payable in advance with proper notification.
6. Vacation requests shall be responded to within five (5) school days. Requests shall not be unreasonably denied.

Section 4 – Bereavement Leave

1. An employee may be absent for five (5) consecutive working days without loss of pay in the event of death of that employee's father, mother, brother, sister, husband, wife or child, regardless of where the deceased resided.
2. An employee may be absent for three (3) consecutive working days without loss of pay in the event of the death of his/her own grandparent or grandchild, aunt, uncle, niece, nephew, who is not residing in the home of the employee; or in the event of the death of the father, mother, brother, sister, or grandparent of the employee's spouse; or in the event of the death of a son-in-law or daughter-in-law. An employee may be absent for one (1) working day without loss of pay for the use beyond the people already mentioned, for example, a close friend.
3. An employee may be absent for three (3) consecutive working days without loss of pay in the event of the death of a person for whom the employee is solely responsible.
4. Said three (3) days of leave shall include the day of interment.
5. In the event of special circumstances, additional days without loss of pay may be granted at the discretion of the Superintendent.

Section 5 – Religious Observance

An employee whose religious obligations require absence from daily duties shall be granted up to a maximum of three (3) working days off with pay for such observance. Approval must be obtained beforehand, or full pay will be deducted.

Section 6 – Jury Duty

An employee called to jury duty shall receive wages that employee would have received minus the employee's remuneration for jury duty attendance.

Section 7 – Quarantine

There shall be no loss of salary or sick allowance when any employee is subject to quarantine by order of the Health Department for reasons other than the personal illness of the employee, provided the condition for the quarantine arose out of the performance of the employee's duties.

Section 8 – Leave Without Pay

1. Upon recommendation of the Superintendent, the School Committee may allow a member to take a leave of absence without pay for a period not to exceed six (6) calendar months subject to renewal (but not to exceed a total of twelve (12) calendar months) for reasons of personal illness and disability, job-related educational improvement, or other purposes deemed proper and approved by the School Committee. Application for such leave shall be in writing and approval of such leave shall not be unreasonably withheld.

2. Unless there are extraordinary reasons, other short-term leaves without pay will not be approved by the Superintendent for the purpose of accommodating personal trips, extending vacations periods, or any circumstances which could first be covered by other leave provisions allowed under this article. (See Memorandum of Agreement)*

Section 9 – Attendance Upon Family

All full-time employees shall receive three (3) non-cumulative days per year leave for illness in their immediate family which requires their presence.

Employees who work less than full time shall be entitled to two (2) days leave during the school year for illness in their immediate family which requires their presence.

Section 10 – Emergency Day

One (1) day for an emergency day situation not otherwise described above.

Section 11 – Professional Development

Employee may receive three (3) days per year for Professional Development. The Committee agrees that any costs associated with coursework and/or training required by either the State of Rhode Island or the Town of Glocester shall be paid for by the Committee if required by job description or for job retention. All such opportunities shall be distributed equally within classification among bargaining unit members.

Instructional Teaching Assistants are required to engage in ongoing professional development during employment, as directed by the district in order to receive the set stipend. This stipend will be paid on or before June 30th.

ARTICLE IX ASSOCIATION ACTIVITIES

Section 1 – Association Duties

The Employer agrees that during working hours, on the Employer's premises, the Association steward shall be allowed reasonable time to post Association notices and distribute Association literature.

Section 2 – Processing Grievances

The steward and/or staff representative of NEARI shall have access to school department premises at reasonable times for the purpose of investigating and processing grievances. Each person must first make his/her presence known to the Superintendent's office and the purpose of the visit.

ARTICLE X DISCHARGE AND DISCIPLINE

Section 1 – Just Cause

Employees with seniority can be discharged or suspended for just cause.

Section 2 - Discipline

Discharge or discipline of any permanent employee may be made only for just cause and in accordance with the following:

In the event the Employer suspends, disciplines or discharges any employee, the local Association president shall be notified in writing at once. The matter may then be referred to the Second Step of the Grievance Procedure. No hearing shall be open to the public except by mutual agreement of the employer and employee involved.

Section 3 – Discharge/Discipline Timeline

Each discharge or discipline must be taken up within fifteen (15) working days of the sending of the notice or it shall be deemed to be waived.

Section 4 – Suspension Time Frame

The employee may not be suspended in excess of twenty (20) days in any twelve (12) month period for each charge.

ARTICLE XI

GRIEVANCE PROCEDURE

Definition

A grievance is defined as an alleged violation of a specific article or section of this Agreement, including any difference of dispute involving the interpretation or application of this Agreement.

Section 1 – Procedure

Each grievance must be taken up within fifteen (15) working days of its occurrence, or it shall be deemed waived. Whenever a grievance shall arise between the Employer and the Association and/or any employee or group of employees, the matter shall be handled in accordance with the following procedure:

STEP 1:

Orally between the Association steward involved, the aggrieved employee, the aggrieved employee's immediate superior and the building principal. If a satisfactory settlement is not reached within forty-eight (48) hours (exclusive of holidays, Saturday and Sunday), then

STEP 2:

In writing between the Local Association Grievance committee and the Superintendent of Schools with such other persons as he/she may call in. The second step meeting shall be held within one (1) calendar week from the date the dispute is processed to the second step by the Association. If the matter is not satisfactorily settled within five (5) days from the date of such conference (said five (5) days may be extended by mutual agreement of the Grievance committee and the Superintendent of Schools), then

STEP 3:

Between the school committee and such persons as it may call in and the Local Association Grievance Committee and Association representative. The third step meeting shall be arranged at a time mutually convenient to the Association representative and the Employer, and shall be held within two (2) weeks from the date the dispute is advanced to the third step (this two (2) week period may be extended by mutual agreement of the Association representative and the school committee). A decision in writing shall be forthcoming within five (5) calendar days after the termination of the hearing. A copy of such decision shall be mailed immediately to the Association and to the employee involved by certified mail, return receipt requested.

STEP 4:

Except for all matters concerning changes in wage schedules, monetary fringe benefits or any other matters involving the appropriation of money, which matters shall not become a subject for arbitration, any other grievance may be submitted to arbitration, but only within twenty-one (21) calendar days from the date of mailing of the decision under Step 3. The arbitrator shall be chosen by mutual agreement. However, if within five (5) days there is no mutual agreement between the Employer and the Association as to the arbitrator, either party may submit the matter to the American Arbitration Association for final determination. The parties further agree that the fees and expenses of the arbitrator shall be borne by the party incurring such expense.

It is hereby specifically agreed by and between the Employer and the Association that any and all settlements of grievances, disputes or differences involving the interpretations or application of the terms of this Agreement settled as determined by arbitration, shall be final and binding upon the municipal employee in such appropriate unit and their representative and the municipal employer.

Employees' Legal Rights

Nothing in this Grievance Procedure will be deemed to deny an employee his/her rights under the Constitution and laws of the Federal and State governments.

**ARTICLE XII
SAVINGS CLAUSE**

Section 1 – Saving 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 XIII
JOB DESCRIPTIONS /EVALUATIONS**

Job Descriptions for all positions covered under this Agreement shall be developed and mutually agreed upon along with an evaluation instrument.

ARTICLE XIV HOURS OF WORK AND PREMIUM PAYMENT

Section 1 – Standard Working Schedule

	<u>Hours per day including lunch periods and rest periods</u>	<u>Hours per week</u>
12-month employees	8.0	40 hours per week
200 day employee	8.0	40 hours per week
190-day employees	8.0	40 hours per week
182-day employees (custodian)	8.0	40 hours per week
182-day employees	6.5	132 1/2 hours per week (teacher assistant)
Year-round employees	8.0	40 hours per week (custodian)
Year-round employees	12.0 Sat./ Sun. only	40 hours per week (weekend custodian)

Employees shall be paid for all days worked (such as reporting days before school opens).

Section 2 – Premium Payments

The following premium payments will apply to all employees:

1. Time and one-half shall be paid for all hours worked in excess of forty (40) hours in any one (1) week provided, however, that time and one-half shall not be paid to the custodians whose regular schedule requires them to work a twelve (12) hour day on Saturday and Sunday. In this instance time and one-half shall commence after the completion of their

¹ A teacher assistant may be required to meet with the principal once a month after school dismissal time for a one (1) hour meeting which will conclude by 4:30 p.m. This meeting shall be paid at the TA's hourly rate of pay.

twelve (12) hour day. Overtime shall be equitably distributed by rotation among all employees based on building seniority; and a record of overtime will be available to the Union upon request. For the purposes of equalizing distribution, an overtime refusal shall equal a lost overtime opportunity. Personal leave (including emergency days) and holidays shall be credited for the purposes of calculating overtime.

2. Any employee who agrees to be called back to work on a vacation day shall be given another vacation day in its place.

3. Subject to the provisions of Article VII, Section (e), time and one-half, in addition to regular holiday straight time, shall be paid to any employee who has been called back to work on a holiday.

4. Time and one-half shall be paid for all hours worked on Saturday, except for those employees whose regular work schedule require them to work a twelve (12) hour day. In this instance time and one-half shall commence after the completion of their twelve (12) hour day.

5. Double time shall be paid for all hours worked on Sunday, except for those employees whose regular work schedule require them to work a twelve (12) hour day. In this instance double time shall commence after the completion of their twelve (12) hour day.

6. Work Load – All employees with the same classification shall have approximately the same work load.

7. Substitute custodians will be provided for the West Gloucester School and the Fogarty Memorial School.

8. Employees required to work during a declared state or federal government declared state of emergency shall be compensated at time and one-half for all hours worked.

9. Custodian Summer hours. All second shift Custodians shall work the hours of 7 a.m. to 3 p.m. during the summer recess at the first shift rate of pay. To the extent that a second shift is required during the summer recess, Custodians regularly scheduled to work second shift during the school year shall be equitably assigned by rotation based upon inverse building seniority to work the shift at the second shift rate of pay. Nothing herein shall prohibit the use of substitute Custodians to comply with Article IV, Section 10(a), where sufficient numbers of second shift Custodians are not available to work due to vacations or similar reasons.

ARTICLE XV INSURANCE

1. The Employer shall provide Long-Term Disability Insurance for all eligible employees who work a minimum of twenty (20) hours per period. Persons employed less than twenty (20) hours per period should not be entitled to any of the benefits of this Article.
2. Liability insurance coverage in school yard and buildings for teacher aides, custodians, office personnel and any and all employees regardless of whether a certified person is present or not.
3. Employees in the bargaining unit covered by this Agreement shall become full members of the Municipal Employees' Retirement System and shall be covered by all the benefits of said system.
4. Temporary Disability Insurance. All employees covered by this Agreement shall be eligible for Rhode Island TDI at the expense of the employee. The School Department agrees to make such deductions.
5. Employees directed to use their personal automobiles shall be reimbursed for use at the IRS rate per mile.

ARTICLE XVI STABILITY OF AGREEMENT

No agreement, understanding, alteration or violation of the terms or provisions of the Agreement herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

The failure of the Employer or the Association to insist in any one (1) or more incidents upon performance of any of the terms or conditions of this Agreement, shall not be considered as a waiver or relinquishment of the right of the Employer or the Association to future performance of any such term or conditions; and the obligation of the Association and the members to such future performance shall continue in full force and effect.

ARTICLE XVII OBSERVANCE OF DUTIES

The Association and its members acknowledge that in view of the willingness of the committee to enter into this Agreement and thereby demonstrate its concern for the improvement of the non-certified staff of the Gloucester Schools, the Association and its members have obligations to the children enrolled and to be enrolled in the schools. Accordingly, the Association agrees for itself and its members that during the term of this Agreement, as it may be renewed or extended, neither it nor they will, directly or indirectly, engage or participate in, cause or sponsor any strike, work stoppage, slowdown or withholding of services by any certified or non-certified employee of the committee or any activity looking toward or encouraging any such act.

ARTICLE XVIII CONTRACT TERMINATION

This Agreement shall be effective on July 1, 2022 and shall remain in full force and effect until the 30th day of June 2025. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations.

IN WITNESS WHEREOF, the Employer and the Association have caused their names to be affixed by their representatives thereunto duly authorized on the 15th day of June 2022.

For the Gloucester School Committee

For the Gloucester Association of Education
Support Personnel/NEARI/NEA

By: Jan E B
Its: Chair
Dated: 6/15/22

By: Dan B Kelly
Its: Union President
Dated: 6/15/22

APPENDIX A
SALARY

2022-2023					
3.5%					
<u>Position</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Custodian 2nd Shift	19.35	20.30	21.20	22.10	23.00
Custodian 1st Shift	18.85	19.80	20.70	21.60	22.50
Instructional Teacher Assistant	19.38	20.29	21.20	22.09	22.71
Secretary	19.75	20.70	21.62	22.48	23.74
Clerk	16.93	17.78	18.70	19.54	20.96
2023-2024					
3%					
<u>Position</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Custodian 2nd Shift	19.92	20.89	21.82	22.75	23.68
Custodian 1st Shift	19.42	20.39	21.32	22.25	23.18
Instructional Teacher Assistant	19.96	20.90	21.84	22.75	23.39
Secretary	20.34	21.32	22.27	23.15	24.45
Clerk	17.44	18.31	19.26	20.13	21.59
2024-2025					
3%					
<u>Position</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Custodian 2nd Shift	20.50	21.50	22.46	23.42	24.38
² Custodian 1st Shift	20.00	21.00	21.96	22.92	23.88
Instructional Teacher Assistant	20.56	21.53	22.50	23.43	24.09
Secretary	20.95	21.96	22.94	23.84	25.18
Clerk	17.96	18.86	19.84	20.73	22.24

² There shall be a cap between the hourly rates of pay of a first and second shift custodian not to exceed .50.

A teacher assistant, who is assigned as a “one on one” to a special education student whose duties include personal hygiene and sanitation care *or anyone else assigned this duty*, receives an additional \$.50 /hour above the Teacher Assistant rate. This rate applies to all hours worked.

Instructional Teacher Assistant behavioral special education (as required by IEP) receives a supplement of fifty cents (\$.50) per hour.

On or before June 30th each year, Instructional Teacher Assistants shall receive an annual stipend, pending verification by the building Principal.
The stipend amount is four hundred dollars (\$400) annually.

All Principal Secretaries shall receive \$2.00 per hour in addition their hourly rate of pay for the Secretary position.

APPENDIX B

Rhode Island Retirement Pension COLA:

Employees shall be eligible for COLA in accordance with “Plan C” of the Municipal Employees’ Retirement System.

APPENDIX C

SELECTION OF HEALTHCARE PROVIDER

The Employer may seek bids from and contract for healthcare insurance subject to the limitations contained herein.

Joint Healthcare Committee. The parties shall establish a Joint Healthcare Committee. The Committee shall be comprised of two (2) members designated by the Employer and two (2) members designated by the Union President. Prior to any change in healthcare insurance provider, and on an as-needed basis thereafter, the Committee shall meet in order to:

- ❖ Review the mix of health and dental benefits made available to the membership;
- ❖ Explore cost savings measures, benefit enhancements, and alternative plans and providers;
- ❖ Meet with representatives or Healthcare Insurance Providers and review proposals. All increases or reductions in health or dental benefits and any increases or reductions in employee cost must be clearly identified in a healthcare provider’s submittal to the employer and,
- ❖ Make recommendations with respect to healthcare insurance to the Employer and the Union.

The Employer agrees to provide the Joint Committee with information relevant to its function upon request. The Employer further agrees to request of any Provider, any relevant information requested by any member of the Joint Healthcare Committee pertaining to its function.

Limitations

Providers. At no point shall the Employer contract for healthcare benefits for members covered by this Agreement with any healthcare insurance provider other than Blue Cross Blue Shield Rhode Island (BCBSRI) or United Healthcare of RI.

Change in Provider. There shall be no change in healthcare insurance provider for members covered by this Agreement until such time that the provider is changed for all Employees covered by Employers participating in the WB Community Health (i.e., the West Bay Collaborative), or its successor, whichever comes later.

Plan Modification. Except for those changes mandated by either federal or state law, there shall be no reduction, modification, or elimination of benefits or benefit levels or increase in point-of-service co-pays as provided in the subscriber agreement (incorporated by reference hereto) and summary of benefits (below).

Miscellaneous

Nothing herein shall limit the Employer's ability to solicit proposals from any healthcare provider which may or may not meet one or more of the limitations herein and submit said proposals to the Joint Healthcare Committee for review.

Disputes as to Benefits, Co-payments, Term Definitions and Equality of Health Care Insurance Coverage.

If the health insurance provider initiates or attempts to initiate a change in the benefits provided under the existing health insurance plan during the term of this Agreement, the Superintendent shall notify the Union President. The Superintendent and President shall meet to discuss and attempt to resolve the matter. In the event the parties are unable to agree upon a resolution, the matter shall be submitted to the grievance process.

In the event that a dispute arises between the Parties relative to whether benefits, benefit levels and co-pays offered are equivalent to those provided in the previous year, it is agreed that all such disputes, shall be resolved in accord with terms and conditions contained in the subscriber agreement in place during the year preceding the coverage dispute.

Either party has sixty (60) calendar days from receipt of the annual subscriber agreement to file a notice of dispute relative to alleged changes in the health care plan coverage requirements.

In the event the Parties are unable to agree upon a resolution, the Parties agree to submit the matter to a mutually agreeable resolution process.

In the event that the Parties cannot come to a mutually agreeable resolution process, the matter shall be reduced to writing and submitted to arbitration pursuant to Article XI, no sooner than ten (10) days after providing notice to the other party.