

AGREEMENT BETWEEN
THE LINCOLN SCHOOL COMMITTEE
AND
R.I. COUNCIL 94, AFSCME, AFL-CIO
ON BEHALF OF
LINCOLN SCHOOL DEPARTMENT EMPLOYEES, LOCAL 2671
JULY 1, 2007 - JUNE 30, 2010

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MEMORANDUM OF AGREEMENT

This agreement entered into this _____ day of _____ 2008, by and between the Lincoln School Committee, hereinafter referred to as the Employer and Rhode Island Council 94, AFSCME, AFL-CIO, on behalf of Local 2671, hereinafter referred to as the Union, the parties agree as follows:

PURPOSE

Whereas, it is the desire of the parties to this agreement to promoted mutual cooperation and understanding to establish an equitable and peaceful procedure for the resolution of differences and further agree that good personnel relations through a stabilized Union relation are essential to carry out this end.

ARTICLE 1 RECOGNITION

- 1.1** The Employer recognizes the Lincoln School Employees Union, Local 2671, AFSCME, AFL-CIO, Rhode Island Council 94, as sole and exclusive bargaining agent with respect to wages, hours, and conditions of employment for all employees within the bargaining unit as described in the petition in Case No. EE-1981, State Labor Relations Board viz.

All employees of the School Department including Maintenance Person, Custodian, Inventory Control Clerk, Custodian/Groundskeeper Executive Secretary, Secretary I/Bookkeeper, Secretary I, Secretary II, Teacher Assistants, Nursing Assistants, Payroll and Senior Accounting Technician and excluding Supervisors, Personnel Coordinator, Assistant Personnel Coordinator, Part-time Aides and Certified Teaching Personnel, and the Confidential Secretary to the Superintendent of Schools.

ARTICLE 2
NON-DISCRIMINATION CLAUSE

- 2.1** The Employer and the Union agree not to discriminate in any way against employees covered by this agreement on account of race, religion, creed, color, sex, age, marital status, handicap, or political affiliation.
- 2.2** 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.
- 2.3** The Union shall not discriminate against any employee in the administration of this agreement because of non-membership to the Union.
- 2.4** 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 membership in or activities on behalf of the Union.
- 2.5** Any question or concerns regarding the above sections should be addressed to:
Title IX E.E.O. compliance officer, 1624 Lonsdale Avenue, Lincoln, R.I. 02865,
phone 721-3300.

ARTICLE 3
UNION SECURITY AND DUES DEDUCTION

- 3.1** The School Committee agrees to the adoption of a Union Check-Off System whereby the Union dues and/or Service Fees will be automatically withheld from the employee's pay at source in equal amounts from each pay, either weekly, bi-weekly or otherwise, as the frequency of the pay period may require. Such withholdings from Union dues are to be transmitted to the Rhode Island Council 94, AFSCME, AFL-CIO, 1179 Charles Street, North Providence, R.I. 02904.

- 3.2** Employees shall not be eligible to become members of the Union until successful completion of their one hundred thirty (130) working days probationary period.
- 3.3** Membership in the Union shall be determined by each employee.
- 3.4** Probationary employees and employees who elect not to become members of the Union shall pay to the Union a service charge, from their first date of employment equal to the amount of dues at the same intervals as specified above. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days following a written notice to the Employer by the Union, with a copy submitted to the employee affected.
- 3.5** All present employees covered by this agreement shall remain members of the Union in good standing for the life of this agreement.
- 3.6** The Union will notify the Employer thirty (30) days prior to any change in the amount of dues and service charges to be deducted from the employee's pay.
- 3.7** During the first year of this Agreement, no person outside the bargaining unit other than substitute employees shall perform work normally performed by employees within the bargaining unit.

ARTICLE 4
MANAGEMENT RIGHTS

- 4.1** It is understood and agreed by the parties that the Employer possesses the sole right to operate and manage the Lincoln School System and nothing in this agreement shall deprive the Lincoln School Committee of its responsibilities delegated to it by the Laws of the State of Rhode Island.
- 4.2** Subject to express provisions of this agreement, the Management of the property and equipment and the direction of the working forces is vested exclusively in the Employer.

Rights of the Employer include, but are not limited to, the rights to hire, to promote, to suspend, to discipline, or to discharge for cause, to transfer or layoff because of lack of work or other legitimate reasons, to determine the location of schools or any department thereof, to determine the method, processes and means of operations, and to determine what constitutes good and efficient practice or operation.

ARTICLE 5
HOURS OF WORK

5.1 It is hereby agreed that all employees shall have one of the following work weeks and/or work days as follows:

- a. Executive Secretary, Secretary I and II, Secretary I/Bookkeeper and Teacher Assistants.

Thirty-five (35) hours per week, five (5) consecutive days Monday through Friday, between the hours of 7:00 am to 4:30 pm excluding one-half hour for lunch. Above hours shall be year round for twelve (12) month employees.

- b. Maintenance Person, Custodian/Grounds keeper, Custodian and Inventory Control Clerk.

Forty (40) hours per week, five (5) consecutive days, Monday through Friday, year round excluding one-half hour for lunch. The hours of work shall be as follows:

- | | | |
|----|---|----------------------|
| 1. | Maintenance Person
(High School and Middle School) | - 1:30 pm - 10:00 pm |
| 2. | Maintenance Person (System wide) | - 7:00 am - 3:30 pm |
| 3. | Custodian/Groundskeeper | - 7:00 am - 3:30 pm |
| 4. | Custodian | - 7:00 am - 3:30 pm |
| 5. | Inventory Control Clerk | - 7:00 am - 3:30 pm |

The hours for second shift shall be - 3:00 pm - 11:30 pm

- c. The summer hours for all custodials, maintenance and grounds staff shall be 7:00 am - 3:30 pm.
- 5.2** All employees covered by this agreement shall be granted fifteen (15) minute coffee break/rest period during the first half and during the second half of their work day.
- 5.3** It is recognized that the hours of work and work schedules have been negotiated between the School Department and the Union and they shall remain in full force and effect. In the event it becomes necessary to change the scheduled work hours, in any area, the School Department shall notify the Union and the parties hereto shall make every effort to agree mutually on the hours for such schedule and fix the hours subject to the grievance and arbitration provisions of this agreement.
- 5.4** No employee who has performed work before or after scheduled shift hours will have the right or will be required by the School Department by reason thereof, to take time off to equalize their working hours.
- 5.5** A Custodian shall be assigned to all approved, non-school related scheduled events that require a paid admission and to those major school events to which custodians have normally been assigned with the approval of the Building head or Director of Operations. Examples: dances, drama, variety shows, cake or pie sales, sporting events and all major school usage events.
- 5.6** An employee who has given faithful service as judged by work record and evaluations in the employ of the Employer and has become unable to handle his/her regular work shall be given part-time work, if available, at the employee's regular rate, provided, however, that said employee has secured clearance by a licensed medical physician, such clearance clearly indicating that said employee is capable of performing such part-time work and work provided that the Employer may, at no expense to the employee, secure independent

medical confirmation of the employee's medical clearance.

5.7 Full-time employees are employees covered by this agreement and who work more than twenty (20) hours per week and have been appointed by action of the Town of Lincoln School Committee.

5.8 Part-time employees are employees who work less than twenty (20) hours per week. Part-time employees are not covered by the provisions of this agreement. However, part-time employees who work more than twenty (20) hours per week for six (6) consecutive months or more shall be covered by the provisions of this agreement.

5.9 All members of the bargaining unit shall be required to comply with time clock requirements.

ARTICLE 6 **OVERTIME**

6.1 Time and one-half (1-1/2) shall be paid for all hours worked in excess of employee's standard work day and work week.

6.2 Time and one-half (1-1/2) in addition to regular vacation pay shall be paid to an employee who has been called back to work on a vacation day.

6.3 Time and one-half (1-1/2) shall be paid for all hours worked on a Saturday.

6.4 Double time shall be paid for all hours worked on a Sunday or listed holidays.

6.5 Any employee may pursue compensatory time at time and one-half (1-1/2) rather than overtime if such an arrangement is mutually satisfactory to both the employee and the School Department.

6.6 Hours credited for holidays, sick leave, personal leave, vacation and compensable injury shall be considered as time worked for the purpose of computing overtime.

- 6.7** Overtime work is to be made a matter of record and distributed fairly and equitably among employees in their respective division and class of position on a rotating basis.
- 6.8** If there are no employees available for overtime within their division then said overtime will be distributed among employees from all other divisions by class of position on a rotating basis.
- 6.9** A record of overtime shall be furnished to the President of the Union upon request with reasonable advance notice.
- 6.10** Hours of work and tours of duty shall not be changed solely for the purpose of avoiding the payment of overtime.
- 6.11** All overtime work must be approved in advance by the administrator of the building in which the work is to be done, and by the Director of Operations.

ARTICLE 7
SHIFT DIFFERENTIAL

- 7.1** All employees who work the “evening tour of duty” shall receive an additional five (5%) percent wage premium over their hourly rate of pay. The “evening tour of duty” shall mean those hours worked between 3:00 pm and 11:30 pm.

ARTICLE 8
CALL-IN-PAY

- 8.1** Employees who are called in to report for work after having left their place of employment outside their regular scheduled work hours shall receive not less than three (3) hours pay at their overtime rate unless such call back is due to the negligence of the employee.

ARTICLE 9
HOLIDAYS

9.1 All twelve (12) month employees covered by this agreement shall be entitled to the following paid holidays:

- | | |
|---------------------------|---|
| 1. New Years Day | 10. Columbus Day |
| 2. Martin Luther King Day | 11. Veterans' Day |
| *3. Lincoln's Birthday | 12. Thanksgiving Day |
| 4. President's Day | 13. Friday after Thanksgiving |
| 5. Good Friday | 14. The full day before Christmas
If it is a regular work day. |
| 6. Memorial Day | 15. Christmas Day |
| 7. Independence Day | 16. The full day before New Years
If it is a regular work day. |
| 8. Victory Day | |
| 9. Labor Day | |

9.2 All academic year employees covered by this agreement shall be entitled to the following paid holidays:

- | | |
|---------------------------|---------------------|
| 1. New Years Day | 6. Labor Day |
| 2. Martin Luther King Day | 7. Columbus Day |
| *3. Lincoln's Birthday | 8. Veterans' Day |
| 4. Good Friday | 9. Thanksgiving Day |
| 5. Memorial Day | 10. Christmas Day |

*Shall be compensated for compensatory time off to be designated by the Employer.

9.3 Members of the bargaining unit who are on requested unpaid leave will not be eligible to receive holiday or sick leave pay during their absence.

9.4 If the paid holiday falls on a Saturday or Sunday, employees shall receive an additional day off or an additional day's pay at the discretion of the Superintendent.

9.5 Whenever an employee works on a holiday which falls on one of his/her scheduled days off, he/she shall be credited with the number of hours for one day in his/her official work schedule plus the number of hours actually worked. The hours actually worked shall be compensated at the rate of one and one-half times.

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

- 9.7** If any school is being used for voting during statewide and national elections, all schools shall be closed. However, any employee who remains working shall receive a comp day at the discretion of the Supervisor or his/her designee

ARTICLE 10
SENIORITY & TEACHER ASSISTANTS

- 10.1** Seniority shall be defined as the length of continuous service with the School Department computed from the employee's date of appointment by the School Committee regardless of classification.
- 10.2** If two or more persons are appointed by the Lincoln School Department on the same day, they shall have their seniority determined by lot in the presence of one representative determined by the Union and one representative determined by the School Department.
- 10.3** Employees will not start work prior to being appointed by the School Committee.
- 10.4** It is hereby agreed that the parties hereto recognize and accept the principles of seniority within a classification in all cases of shift preference, job assignment, vacation and days off.

After transferring from one classification to another and after accruing three years of seniority within a classification, the parties hereto recognize and accept the principles of seniority as of the first day of appointment with the Lincoln School Department in all cases of shift preference, job assignment, vacation and days off.

This section does not apply to accrued vacation days which is controlled solely by Article 27.9.

- 10.4(a)1** Perform those instructional tasks, including but not limited to, copying, filing, correcting papers as assigned by the Special Education Case Manager, Classroom Teacher, Special Education Administrator, and Principal. Teacher Assistants are not allowed to perform secretarial duties except in emergency circumstances with the approval of the Director of Student Services or the Superintendent.
- 10.5** Whenever seniority is not used, a letter stating the reason shall be immediately forwarded to the Union.
- 10.6** The Employer shall establish a seniority list of all support personnel on an annual basis and a copy of said list shall be given to the President of the Union on October 1st of each year.
- 10.7** Employees who take another job with the Employer, but outside the bargaining unit, will not accumulate seniority while outside the Union, but shall retrieve the seniority he/she formerly held if he/she returns to the original unit within one (1) year.
- 10.8** Seniority shall be cumulative during the period of layoff up to a maximum of three (3) years.
- 10.9** An employee who is laid off and recalled within a single fiscal year shall return to the step that he or she left. An employee who is laid off and recalled in a subsequent fiscal year shall be advanced a maximum of one step.
- 10.10** An employee shall forfeit all seniority rights that accrued to him/her if he/she:
- a. terminates his/her employment voluntarily;
 - b. is discharged for just cause;
 - c. fails to give notice as required under the heading "recall" as set forth herein, or
 - d. has been laid off for more than three (3) consecutive years.

10.11 Whenever a reduction in work force becomes necessary, employees will be laid off in order of their seniority and the employee with the least seniority shall be laid off first. Employees subject to layoff shall have the right to bump any employee with less seniority in their classification.

10.11a It is understood that the primary responsibility of the Teacher Assistant is servicing the needs of the special education student(s).

Teacher Assistants are employees to support special education students; however, this does not preclude them from helping regular education student(s) within the context of the educational environment.

A. Teacher Assistant positions - There shall be two (2) categories:

1a Teacher Assistant classroom assignment

1b Teacher Assistant special assignment (to mean handicapped or any other assignment other than a self-contained classroom assignment).

B. Teacher Assistant:

2a If a classroom moves, affected Teacher Assistant moves - no posting required.

2b If a classroom closes and another classroom opens, the new position will be posted and seniority and qualifications will prevail.

2c If a 1:1 Teacher Assistant has to be reassigned when his or her student is out five (5) or more days, they will be reassigned to a school with their similar work hours. Teacher Assistants located in the Middle School or High School may only be reassigned to either the Middle School or High School. Teacher Assistants located in Elementary School may only be reassigned to another Elementary School.

2d In the event a Teacher Assistant becomes displaced during the school year, he/she will be placed in a temporary assignment by the Director of Student Services for the remainder of that school year. If no placement is available, Article 10.11 will be enforced.

2e If a Teacher Assistant follows a student through senior year, the Teacher Assistant will be displaced and by seniority will be able to bid at the next Job Fair in either special assignment or classroom teacher assistant.

2f Effective 7/1/05, any Teacher Assistant on leave or absent, and covered by this agreement, who wishes to participate in the Job Fair held in that year, must be able and available for work on the first day of school in that year.

2g Any Teacher Assistant returning from a leave of absence, he/she will return to his/her current position. If the position no longer exists, he/she will be reassigned by the Director of Student Services for the remainder of the school year.

C. Chain of Command is as follows:

Elementary Teacher	MS/HS – Dept. Head – Teachers
Principal	Assistant Principal
Student Services Director	Principal
	Student Services Director

One-on-one Teacher Assistants must report directly to the case manager’s classroom at the beginning and the end of each school day.

1. Perform those instructional tasks including, but not limited to, copying, filing, correcting papers as assigned by the Special Education Case Manager, Classroom Teacher, Special Education Administrator, and Principal.
2. Work with groups of students reinforcing teacher planned and directed activities.
3. Perform those services necessary to help the teacher in his/her instructional lessons.
4. Assist special needs students throughout the day with their daily living skills.
5. Perform all relating tasks as assigned by the Case Manager, Special Education Administrator, Principal and/or Assistant Principal.

D. Being left alone in the classroom:

Teacher Assistants will not be left alone in the classroom (or other areas/activities) with student(s) except in cases of sudden emergency.

E. Special Training:

1. The Administration and the Union shall set up a Professional Development Committee which will provide input to the Administration relative to training and professional development opportunities provided by the Administration. The Administration agrees to offer free to all full-time Teacher Assistants professional development and training opportunities.

2. If requirements of an IEP change during the school year, and the current Teacher Assistant has not obtained the qualifications needed for the new standards, the current Teacher Assistants will be trained for the new requirements needed providing said training has not previously been offered to all full-time Teacher Assistants.
- F. The Human Resource Department (Personnel) shall maintain records on file of all professional development workshops completed by each Teacher Assistant.
- G. Teacher Assistant Job Fair.
Teacher Assistant Job Fair will be conducted in the month of July.
- H. Teacher Assistants Return to Work Date:

Human Resources Department (Personnel) will notify, in writing, by the last day of school, all Teacher Assistants and Union President the date that Teacher Assistant's are to report back to work for the academic year.
- I. Other articles in this contract pertaining to the rights and benefits of every employee will be adhered to when applicable.

10.12 Employees who are laid off in a lower classification may apply for a vacancy in a higher classification. Qualifications being equal, the senior employee shall be appointed if the employee is qualified.

10.13 Whenever it becomes necessary to increase the work force, laid off employees shall be recalled in order of their seniority, provided that the employee who is recalled is qualified and can perform the duties of the job called to.

10.14 For the purpose of this article, job abolishment shall be considered as a layoff.

10.15 If the employee and/or employees who are on layoff are recalled within one year, then they shall return to their former position, if it exists, and the employee and/or employees who exercised their seniority to bump said employees shall return to the position that they had prior to the layoff.

10.16 All employees shall be entitled to a four week notice of layoff.

10.17 When an employee is to be recalled, he/she shall be notified by the Employer by certified mail, return receipt requested. The employee shall notify the Employer in writing, within ten (10) calendar days after the date of receipt of the certified letter as to whether or not he/she intends to return to work. Failure by the employee to notify the Employer of the employee's intention to return or not to return to work shall be deemed to be cause for termination of employment. If the employee has notified the Employer of his/her intention to return to work any time within the ten (10) calendar day period of the receipt of the aforementioned certified letter, the employee shall be re-employed. No new employee shall be hired when any laid off employee who is qualified for the position is on layoff status.

10.18 Effective 7/1/01, Employer may rotate or redeploy Custodial staff from one location to another as it deems necessary under the following formula:

1. By seniority (volunteer of least senior)
2. No rotation or redeployment shall be used to prohibit the use of overtime except through the use of a floater.
3. No rotation or redeployment can be used for punitive purposes.
4. Before any member of the Custodial staff can be redeployed or rotated, The District must utilize its floaters first.

ARTICLE 11
POSTING & FILLING OF VACANCIES AND TESTING

11.1 All new and vacant positions shall be posted on all bulletin boards in each school within ten (10) calendar days of their occurrence. Said positions shall be posted for a period of ten (10) calendar days, and a copy of said positing shall be sent to the President of the Union no later than the first day of the posting. Notices shall be posted for fifteen (15) calendar days during the summer when school is not in session, with a copy of said positing mailed to each Union Steward. The positions shall be filled within thirty (30) days after the close of the bid.

11.2 All time limits may be waived by mutual agreement.

11.3 With respect to promotions, and the filling of vacancies or new jobs (caused by reasons other than layoff or leave of absence), it is agreed that employees who desire to bid will do so in writing on forms supplied by the Employer. Such forms shall designate the job classifications, the rate of pay, the shift, and the location of the job. These forms shall be filled out by the employee in triplicate with one copy going to the Employer, one copy to the Local Union and one copy to the employee bidding for the position. Once the bidding is closed, the Employer shall select and/or promote and/or transfer the employee who meets the qualifications, and qualifications being equal, the employee with the most seniority.

The Employer and only the Employer shall have the sole right to determine which employee is most qualified. If no applicant from the bargaining unit meets the qualifications as specified in the bid, then the Employer has the right to select an applicant from outside the bargaining unit.

Whenever a job requirement is upgraded because of new equipment and/or technology, the Employer will provide in-house training for incumbents in the affected position to develop the necessary skills. For promotional transfers, however, only qualified applicants will be considered unless the skills of the new job can be acquired by the employee within a sixty (60) day period in accordance with Section 11.4 of this agreement. The Employer reserves the right to require fully qualified applicants when it is determined that the skills of the new job cannot be acquired within said sixty (60) day period.

- 11.4** If an employee, within a trial period of sixty (60) days, fails to acquire the skills for a new job or if a request is made by the employee within that time to return to his/her former position, he/she will be returned to his/her former position. The vacancy thus created shall be filled by the Employer using the remaining names of applicants compiled from the initial posting. If any such employee is removed at the end of the trial period, the employee shall have the right to grieve said removal.
- 11.5** When a position becomes vacant for reasons of retirement, termination of employment or other reasons, such position shall not be filled with a temporary employee. However, a temporary employee may be used during the posting period and until the position is filled in accordance with the timeliness outlined in Article 11.
- 11.6** Teacher Assistants may transfer to another position only at the end of a year or at the discretion of the Superintendent prior to end of a quarter.
- 11.7** The School Department will provide the Union with the name, address, date of hire and job location of all new employees within thirty (30) days of their date of appointment.

11.8a Temporary employees are those employees hired for a period of no more than sixty (60) working days. After the sixty (60) working days, the position will be posted and filled immediately in accordance with the Contract. If the position is not determined to be necessary, the temporary employee will be released on the sixty-first (61st) working day, unless mutually agreed upon by the parties.

11.8b No temporary employee can work more than sixty (60) working days in the same position unless mutually agreed upon by the parties. There will be no compounding of employees beyond sixty (60) working days for the same position unless mutually agreed upon the parties.

11.8c Once appointed by the School Committee employees shall receive the proper rate of pay for their classification retroactive to the effective date as approved by the School Committee resolution and action.

11.9 Testing

(a) The Superintendent of Schools shall review and revise promotional exams yearly to ensure that each exam is responsive to the qualifications, duties and responsibilities for each position with prior notification to the Union.

(b) All notices for exams shall be posted in all District and Union bulletin boards for a period of ten (10) working days and the notice will list the time, place, date, etc.

(c) All promotional exam notices shall list the minimum qualifications for said exam, and the weight of all aspects for this exam.

(d) When applying for a position within ones classification, testing will not be required.

ARTICLE 12
SCHOOL CLOSING AND INCLEMENT WEATHER POLICY

12.1 When the Employer decides there will be “no school”, 185 day employees will not be required to report for work and will not be paid. If the above day is made up as part of the school calendar year then said employees will be required to work and will be paid.

- 12.2** On days that schools are closed early because of inclement weather or other emergencies, all employees will not be required to remain in school and will be permitted to leave the building without loss of pay if the Superintendent has determined that the situation will cause probable hardship or injury to the personnel. Notification by the Superintendent through the Building Administrator is required.
- 12.3** In cases of a major snow storm, blizzard, hurricane, tornado, or other emergencies, the Superintendent may allow all employees to arrive later, leave earlier, or not to report at all without loss of pay on any given work shift. Notification by the Superintendent through the Building Administrator is required.
- 12.4** If the Superintendent or his designee authorizes that a certain amount of employees must remain on duty to maintain contact with the public and carry on crucial work, then said employees shall be paid their regular pay and in addition, shall be granted time and one-half for all hours worked. For this section, the Designee will be all Principals and Administrators.

ARTICLE 13
HEALTH & SAFETY

- 13.1** The Employer and the Union shall cooperate in the promotion and enforcement of safety rules and regulations.
- 13.2** The Union agrees that its members shall use protective devices, wearing apparel and other equipment provided by the Employer for the safety and protection of the employees.
- 13.3** If an employee feels that his/her work required him/her to be in unsafe or unhealthy situations, he/she should talk first with the building administrator or his/her immediate supervisor. If he/she is not able to receive satisfaction at this level, he/she may refer this matter, in writing, to the Superintendent of Schools.

- 13.4** The supervisor or the Superintendent shall take prompt and appropriate action to correct any unsafe conditions or actions which are reported to or observed by him/her.
- 13.5** Safety suggestions made by the employees may be presented to the Employer through the Union, the Employer shall respond in writing to such suggestions.

ARTICLE 14
BEREAVEMENT LEAVE

- 14.1** All employees covered by this agreement shall be granted leave with full pay for five (5) days for a death in the immediate family. The immediate family shall include father, father-in-law, mother, mother-in-law, spouse, brother, sister, child or any person living in the member's household.
- 14.2** All employees covered by this agreement shall be granted a leave with full pay for three (3) days for a death of the employee's daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandchild, grandparent.
- 14.3** In cases of death of a relative or other than as provided above, a leave of absence with pay shall be given for not more than one (1) day.
- 14.4** In cases where unusual travel or hardships exist then the Superintendent may, at his discretion, grant additional bereavement leave with or without pay.

ARTICLE 15
PERSONAL LEAVE

- 15.1a** All year-round employees covered by this agreement shall be allowed to take two (2) personal leave days with pay each year.
- 15.1b** All 185 day employees covered by this agreement shall be allowed to take one (1) personal leave day with pay each year.

15.2 Personal leave requests must be submitted to the Superintendent of Schools on the leave of absence form at least five (5) working days advance except in cases of emergency, in which case, the leave of absence form will be completed upon the employee's return, noting the reason for the emergency personal day request.

ARTICLE 16
JURY DUTY

16.1 In the event of a call to Jury Duty, the employee will be granted a leave of absence with pay for required Jury Duty or other legal proceedings which the employee is required by law to attend. Any monies received from the courts by the employee for compensation for Jury Duty, other than that paid for meals and parking in Massachusetts, shall be returned to the employer upon receipt.

ARTICLE 17
MILITARY TRAINING LEAVE

17.1 Full time employees who, by reason of their membership in the United States Military, Naval or Air Reserve of Rhode Island National Guard, are required by the appropriate authorities to participate in training activities, shall be granted military training leave with pay equal to the difference between the amount said employee would have received had he/she remained in the continuous employ of the Employer and the amount he/she actually received on military training leave provided, however, that such difference, if any, shall cover a time period not exceeding ten (10) work days in any single calendar year.

ARTICLE 18
EXTENDED MILITARY LEAVE

- 18.1** Any employee who enlists or is inducted into the Armed Forces of the United States shall be granted such service leave without pay.
- 18.2** Upon return to his/her duties, the employee shall be placed on the appropriate step in the salary scale as if he/she had never left. Increment credits shall not accrue beyond a maximum of four (4) years. Seniority rights shall be maintained to a maximum of four (4) years. Re-employment rights shall be consistent with Federal Regulations.

ARTICLE 19
CHILD BIRTH/CHILD REARING LEAVE

- 19.1** Any employee who is pregnant, may work up to the time stated by her physician and may return at the time stated by her physician. An employee may use sick leave days to cover that portion of time she is unable to work of her pregnancy.
- 19.2** Child Rearing leaves without pay shall be granted to permanent employees upon request. Such leave shall not begin later than the time the child is six months old and shall not exceed one year in duration. When applicable State or Federal Law exceeds the provisions herein, the State or Federal Law will prevail.
- 19.3** During periods when an employee is on leave due to maternity or CHILD REARING leave, the Employer shall not be required to post the position and may fill the position with a temporary employee during the period of the leave.
- 19.4** Child Rearing leave shall be without pay and benefits except for Hospital and Medical coverage, which shall terminate thirty (30) days after the employee is out of work on approved Child Rearing leave. Said employee shall be allowed to continue their health coverage after the thirty (30) day period at the group rate. When applicable State or Federal Law exceeds the provisions herein, the State or Federal Law will prevail.

ARTICLE 20
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, exposure to contagious disease, or injury not compensable under Worker's Compensation. Employees will make reasonable efforts to schedule medical appointments during non-work hours.
- 20.2** In the case of illness in the employee's household, an employee covered by this agreement shall be allowed a maximum of seven (7) days per year with pay to be deducted from the personal sick leave balance.
- 20.3** Sick leave shall be granted and accrue at the rate of two (2) working days per month not to exceed twenty-four (24) working days per year accumulative to one hundred seventy (170) days effective July 1, 2008.
- 20.4** Employees who work the school calendar year shall be granted and accrue sick leave at the rate of two (2) working days per month not to exceed eighteen (18) working days per year accumulative to one hundred-fifty (150) days effective July 1, 2008.
- 20.5** Employees who have accumulated the maximum accrual of one hundred seventy (170) sick days may increase that accrual to a maximum of two hundred (200) days at the rate of five (5) days per year for each fiscal year an employee discharges three (3) or fewer sick days, effective July 1, 2008.
- Academic year employees who have accumulated the maximum accrual of one hundred fifty (150) days may increase that accrual to a maximum of one hundred eighty (180) days at the rate of five (5) days per year for each fiscal year an employee discharges three (3) or fewer sick days, effective July 1, 2008.

- 20.6** In every case where employees shall be absent due to illness for a period of four (4) consecutive work days, or for a total of ten (10) work days within a period of three (3) months, the said employee shall present to the Employer a certificate from a physician attesting to such illness if requested by the Employer. No sick leave shall be paid to the employee until the documentation is provided to the School Department. The Lincoln School Department retains the full option to require an employee to submit to an examination by a doctor of the School Department's choice in cases where there is evidence of or suspicion of sick leave abuse. The cost of this exam shall be borne entirely by the School Department.
- 20.7** Sick leave shall be payable only with respect to a workday on which the employee would otherwise have worked and shall in no event apply to an employee's scheduled day off, holiday, vacation, leave of absence or to any day for which an employee has received full pay.
- 20.8** Employees shall be notified during July of each year of the amount of sick leave accrued to their credit.
- 20.9** There shall be no loss of wages or sick leave allotment when any employee is subject to quarantine by an official order of the Health Department for reason other than the personal illness of the employee, provided the quarantine does not exceed five (5) days.
- 20.10** Extended sick leave with pay shall be granted to all employees covered by this agreement in accordance with the following stipulations and schedules:

A. <u>Length of Service</u>	<u>Amount</u>
Date of hire to end of tenth (10) yr.	Five (5) days extended
Beginning of eleventh (11) year to end of twentieth (20) year.	Ten (10) days extended
Over twenty (20) years service	Fifteen (15) days extended

- B. Extended sick leave shall be granted by the Superintendent only after the expiration of all accumulated regular sick leave.
- C. Extended sick leave shall not be cumulative.

20.11 SICK LEAVE BANK –

- A. Sick leave shall be granted and accrue at the rate of two (2) working days per month not to exceed twenty-two (22) working days per year accumulative to one hundred-twenty (120) days. Employees who work the school calendar year shall be granted and accrue sick leave at the rate of two (2) working days per month not to exceed sixteen (16) working days per year accumulative to one hundred-twenty (120) working days. In addition to accumulative sick leave, extended sick leave with pay shall be granted to all employees covered by this agreement in accordance to stipulation and schedules in Article 20.10.
- B. For the purpose of this agreement, all employees shall be notified by June 30, 1999 the amount of sick leave accrued to their credit and extended sick leave taken. In addition to accumulative sick leave and extended sick leave, employees shall be eligible to participate in a Sick Leave Bank by contributing three (3) accumulative sick leave days for the year of the inception of this Sick Leave Bank all employees past their probationary are eligible to enroll in the Sick Leave Bank no later than January 31, 2000. Newly hired employees may enroll in the Sick Leave Bank on July 1st after accumulating 12 sick days.
- C. The Sick Leave Bank may be accessed only by those employees who have enrolled in the Bank through their annual contribution. Any employee who is enrolled and who has exhausted his/her accumulative sick leave and extended sick leave and has a catastrophic illness, physical or mental, documented by a medical doctor who is

AMA certified, may be eligible to apply to the Sick Leave Bank to access up to 255 lifetime sick days. This total shall be renewable after fifteen (15) years of service in Lincoln. The Sick Leave Bank shall be jointly managed by the Superintendent, the Union President, (or his designee), an administrative designee , and a union member, to be appointed by the Union and this committee. This four member committee shall determine the eligibility of the employee requesting to access the Sick Leave Bank. This committee shall meet within ten (10) working days of receiving a request to access the Sick Leave Bank. All decisions of the committee will be final, binding, and not subject to the grievance process.

- D. Employees who have accessed the Sick Leave Bank shall be provided a statement of lifetime sick days used at the beginning of any school year following utilization.
- E. On an as needed basis, the membership may be petitioned to contribute additional sick days. This would be purely voluntary.
- F. The aforementioned Sick Leave Bank policy will be reevaluated annually.
- G. All communication to and from the committee shall remain confidential.
- H. A member request for access to the Sick Lave Bank days will be accompanied by a review of the applicant's prior use/record of sick leave.
- I. A request will not be considered without adequate documentation.

20.12 Upon resignation, a resigning bonus as defied in the next sentence will be paid to Lincoln School Employees who have twenty (20) years longevity in Lincoln School Department. The employee who terminates his/her service whether voluntarily, involuntarily or otherwise (except if pre-disciplinary process or termination proceeding for just cause has commenced) shall be entitled to thirty dollars (\$30.00) per day for up to seventy-five (75) days of unused sick leave.

20.13 In the event that a School Secretary or Teacher Assistant is to be absent he or she shall use AESOP or its EQUIVALENT no later than one (1) hour prior to the start of scheduled work day. The absent employee is not responsible to arrange for a substitute.

20.14 In the event that a Custodial, Inventory Control, Maintenance or Groundskeeper employee is to be absent, he/she or his/her designee is to call the Director of Building and Grounds on the IP Office System and leave a message no later than one (1) hour prior to the starting time of his/her shift. In the event that a Custodial, Inventory Control, Maintenance or Groundskeeper or his/her designee is calling in his/her absence less than an hour of his/her starting time, he/she must call the Director of Building and Grounds directly to report his/her absence.

ARTICLE 21 **ON-THE-JOB INJURY**

21.1 All employees covered by this agreement shall be covered by Workers' Compensation Insurance.

21.2 All employees who are absent because of an on-the-job injury or illness shall receive their full pay until the claim is accepted. The first three (3) days of absence due to compensable injury or illness are not covered by Workers' Compensation but shall be deducted from the employee's available sick days. Any money received by the employee from Workers' Compensation shall be returned to the Employer upon receipt from the Workers' Compensation carrier. The equivalent portion not paid by Workers' Compensation shall be deducted from available sick pay.

ARTICLE 22
PROBATIONARY EMPLOYEES

- 22.1** New employees shall be considered probationary employees until they have been employed for a period of one hundred thirty (130) working days. Upon completion of this probationary period, the employee shall be placed on the seniority roster and the effective date of his/her seniority shall be the first day of his/her appointment. However, medical plans in effect with the Union shall include said probationary employees commencing the month following hire. An employee may be dismissed without recourse during the probationary period.
- 22.2** Probationary employees shall be evaluated on a monthly basis by their appropriate superior on the approved evaluation forms.

ARTICLE 23
UNION COMMITTEE AND TIME OFF

- 23.1** Designated Union officials shall be granted time off with pay during working hours to attend hearings, meetings, conferences, and contract negotiations with School Department officials.
- 23.2** Designated Union officials shall be granted time off with pay during working hours to seek to settle grievances at a maximum of two (2) officials at the first step of the grievance procedure and three (3) officials at or beyond step two of the grievance procedure.
- 23.3** 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.

- 23.4** The Union shall be permitted to use school buildings for union meetings, at no charge, providing members of the bargaining unit assume responsibility for said facilities and the Superintendent receives a use of building form.
- 23.5** Two (2) designated Union representatives shall be granted time off with pay for a maximum of two (2) days per contract year to attend AFSCME International, Regional or State Conventions with the knowledge of the Superintendent and with twenty (20) days advanced written notice. A maximum of three (3) additional days time off, without pay, shall be granted by the Superintendent to a Union representative to attend a specific AFSCME International, Regional or State Convention with twenty (20) days advance written notice to the Superintendent.
- 23.6** Council 94 Business Agents shall have access to school buildings during working hours to conduct Union Business, upon notification to the school official in charge of the building.

ARTICLE 24
BULLETIN BOARDS

- 24.1** The Employer agrees to provide bulletin board space in each school where notices of official union matters can be posted.

ARTICLE 25
LEAVE OF ABSENCE

- 25.1** Upon written application to the Superintendent of Schools, employees may, in the reasonable discretion of the Superintendent, be granted a leave of absence without pay for up to twenty (20) days per year. Said request must be made in writing to the Superintendent of Schools ten (10) working days prior to the leave. Employees who request unpaid leave will not be eligible to receive holiday or sick leave pay during this period.

- 25.2** It is agreed that leaves of absence for personal reasons, illness, disability, or other purposes deemed proper by the Superintendent of Schools, may be granted by the School Committee for a period not to exceed one (1) year. Such leave of absence shall be requested in writing and a copy furnished to the Union. Employees on such leave of absence will not be entitled to any pay or benefits during such leave of absence. Application must be filed thirty (30) working days in advance to the Superintendent of Schools. The Union shall be notified of the School Committee decision.
- 25.3** At the expiration of such leave, as outlined in sections 1 and 2 above, the employee shall be returned to the position from which he/she is on leave at the same step of the then current range for his/her classification.

ARTICLE 26
DISCIPLINE, DISCHARGE AND SUSPENSION

- 26.1** The Employer shall have the unquestioned right to discharge any new employee during said employee's probationary period of one hundred thirty (130) working days. With respect to employees who have established their seniority, suspension, discharge or discipline of any such employee may be made only for just cause and in accordance with the following provisions:
- a. If a Supervisor has reason to reprimand an employee, it shall be done in a private manner and shall not be done in the presence of other employees or the public. However, the employee may bring a Union representative. Initial minor infractions, irregularities, or deficiencies shall be privately brought to the attention of the employee. After a period of two (2) years, if the employee has not committed any further infractions of appropriate rules and regulations, written reprimands shall be expunged from the employee's

personnel records. Each employee shall be furnished with a copy of all performance evaluations or disciplinary entry in his personnel record and shall be permitted to respond thereto. The contents of an employee's personnel record shall be disclosed to the employee upon his request and also be disclosed to the employee's union representative with written permission from the employee. The Employer agrees with the concept of progressive discipline; and disciplinary action or measures may include one of the following, dependent upon the severity of the infraction:

1. Oral Reprimand
2. Written Reprimand
3. Suspension without pay
4. Demotion where appropriate
5. Discharge

26.2 All charges (other than those which would result in an oral reprimand) against an employee shall be made in writing and signed by the person making the charge, with one copy to such charges filed with the Employer and the Union and a third copy to the employee against whom the charges have been made. Such charges against an employee shall be presented prior to any final action being taken.

26.3 In the event the Employer suspends, or discharges any employee as a result of such charges, the Local Union President shall immediately be notified in writing and the matter shall be referred to the third step of the grievance procedure.

26.4 An employee may be suspended with pay for a period not to exceed thirty (30) days for the purpose of investigating a charge of misconduct.

- 26.5 In the event the employee is dismissed, demoted or suspended, and such employee appeals such action and his/her appeal is sustained, he/she will be restored to his/her former position and shall be compensated for any contractual losses suffered by such suspension, demotion or dismissal.
- 26.6 No hearing shall be public except by mutual agreement of the Employer, the Union and the employee involved.
- 26.7 The employee shall be represented by the Union, and the Union shall have the right to designate counsel to represent it and the employee. In a like manner, the Employer and the person filing the charges shall have the right to retain counsel
- 26.8 A decision, in writing, shall be made within ten (10) working days after the termination of the hearing. A copy of such decision shall immediately thereafter be furnished to the Union and to the employee involved, by certified mail, return receipt requested, or hand delivered with receipt required.
- 26.9 In the event the Union feels that the decision of the Employer is an improper one, it shall have the right to refer the matter to arbitration. The arbitrator shall have the right to determine the amount of retroactive pay, if any the employee is due in the event he overrules the Employer's decision with respect to the suspension, discharge, or discipline.

ARTICLE 27
VACATION

- 27.1 All twelve (12) month employees covered by this agreement shall be granted vacation with pay in accordance with the following schedule:

<u>Years of Service</u>	<u>Vacation</u>
Completion of 1 year	1 day per month of work completed
Completion of 5 years	1.42 days per month of work completed
Completion of 6 years	1.52 days per month of work completed
Completion of 10 years	1.75 days per month of work completed

Completion of 15 years
Completion of 18 years

2 days per month of work completed
2.17 days per month of work completed

In the first year of employment as a twelve (12) month employee, said employee shall only earn (1) vacation day for every month worked.

Effective July 1, 2008, vacation time for all twelve (12) month employees is earned during the previous year of employment and accrued as of the following July 1st. Any employee who does not work a full contract year or takes unpaid leave during the contract year, will not be entitled to a full vacation accrual for the next contract year.

New employees cannot take any vacation until the July 1st following the employee's date of hire. For example, if an employee is hired on March 15, then the employee would earn three (3) days of vacation that cannot be taken until July 1st.

If an employee fails to complete the year of service, any earned, unused vacation time will be paid to the employee in the final check.

27.2 Years of service for vacation credits shall be figured as those years completed as of June 30th of the year in which the vacation is earned. For example, an employee who completes five (5) years of service as of February 15th would not accrue the additional five days until the next contract year which means that the additional five days could not be used until the July 1st following that year as detailed below:

Employee date of hire:	February 15, 2003
5 th Anniversary	February 15, 2008
2008-09 Vacation Earned	Twelve (12) days
2009-10 Vacation Earned	Seventeen (17) days

27.3 When the service of an employee shall be terminated by resignation, death, dismissal or otherwise, if such employee shall not have 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 termination date.

- 27.4** Vacation must be taken in the year in which it is credited. Up to five (5) days vacation may be carried over from one year to the next with prior approval of the Superintendent of Schools except for illness. If the worker is unable to perform his/her duties due to illness, the total vacation days will be carried over for one additional calendar year.
- 27.5** Employees shall be allowed to take their vacation at one (1) day intervals with prior approval from their immediate superior.
- 27.6** Each employee will be supplied with an annual accrued hours report (on an annual basis) stating the number of vacation days they have to their credit.
- 27.7** Each employee shall receive a schedule of his/her vacation time during the month of July of each year.
- 27.8** Employees shall not be restricted to taking the amount of vacation due to them at the time vacation schedules are assigned, provided, however, that management reserves the right to limit the number of employees on vacation at any one time to provide for necessary coverage.
- 27.9** When an employee transfers from an academic year position to a twelve (12) month position he/she shall be entitled to one (1) day vacation for every month worked after the date of transfer until said employee completes one (1) full year of service as a twelve (12) month employee. On July 1st following the completion on one (1) year of service the employee will be credited with twenty five (25%) of said employees years of service as an academic year employee towards years of service as a full time employee for the purpose of calculation of entitlement to vacation days as stated in Article 27.1.

ARTICLE 28
WORKING IN HIGHER CLASSIFICATION

- 28.1** If an employee is assigned to work in a higher classification for five (5) consecutive days or more, said employee shall receive the rate of pay commensurate with said classification for

all hours worked in said higher classification. Written authorization from the Superintendent of Schools or his/her designee must be obtained prior to the employee being assigned.

ARTICLE 29
SEVERANCE PAY

29.1 All employees who terminate their service, whether voluntary, involuntary or otherwise (except termination for just cause), shall receive a severance pay according to the following formula:

<u>Years of Service</u> <u>the Lincoln School System</u>	<u>Amount of Severance</u> <u>Pay in Days</u>
Completion of 10 years	18 days pay
Completion of 15 years	26 days pay
Twenty years or more	34 days pay

This amount will be paid in separate check and will be due to the employee no later than ten (10) days following the employee's last date of employment.

ARTICLE 30
HEALTH AND WELFARE

30.1 The standard health care plan for the District shall be Healthmate Coast-to-Coast for the members of the Union.

All Bargaining Unit members shall be responsible through payroll deduction for the co-payment towards the cost all healthcare benefits offered by the District (currently Blue Cross, Healthmate Coast-to-Coast and United health Plan and Dental Plan) as set out below:

Bargaining Unit members hired prior to 1/1/1996:

March 1, 2008	7%
Effective July 1, 2008	11%

Effective July 1, 2009 11.5%

Bargaining Unit members hired on 1/1/1996 or thereafter:

March 1, 2008 10.5%

Effective July 1, 2008 11%

Effective July 1, 2009 11.5%

In the event an employee who switches from standard health care plan to a less expensive plan (offered by the District) during the terms of this agreement said employee shall receive a one-time payment of ½ the annual savings to the District.

30.2 Any employee who elects not to participate in the Health Care Plan assumed by the School Committee may instead receive a payment of \$4,011.18 and \$447.60 for dental less the amount of the medical co-pay on the family plan. For example, the family plan co-pay deduction is calculated using the following formula: $\$13,000(\text{annual cost of family plan}) \times 10.5\%$ (employee copay percent)= \$1,365 (employee copay amount).
 $\$4,011.18$ (family buyback amount) - \$1,365 (family copay amount) = \$2,646.18 (amount of buyback after copay deducted). The co-pay used will be increased from year to year under the terms of this agreement and paid by an employee electing to receive the standard healthcare coverage

30.3 The Employer shall provide and assume all premium expenses for a Group Term Life Insurance policy for each member of the bargaining unit as follows:

\$50,000	Individual Member
6,000	Spouse
3,000	Child (\$500.00 during first six (6) months)

The School Department's contract with the insurance carrier incorporates a provision whereby retirees are allowed to retain participation in the life insurance policy at the amount of the policy level that prevailed at the point of their retirement for the employee only. The cost for

continued coverage is the annual group rate which the retiree must pay to our business office. This provision in the contract does not require any additional pre-qualification conditions nor certifications to maintain eligibility.

In the event the School Department changes their insurance carrier, they will still provide a provision for members of Local 2671 to retain participation in the life insurance policy in the manner mentioned above upon their retirement for the employee only.

- 30.3a** Group Prepaid Legal Insurance – The District shall provide and assume ½ the premium expense for the legal insurance policy for all employees who desire such insurance, effective July 1, 2008. All employees who desire a change in such insurance must notify the Human Resource Department yearly by June 1st of their intent. Absent such notice, the employee’s status shall remain the same until the end of the following fiscal year.
- 30.4** In case of death of an employee of the bargaining unit, the School Committee agrees to pay the full cost of family coverage Medical Plan for the deceased member’s family for a period of one (1) year.
- 30.5** All members of the bargaining unit shall have the option of participating in the Healthmate or Harvard Community Health Plan, Healthmate 2000, or United Health Plan if available. If Blue Cross is less costly than either of the aforementioned plans, the difference will be paid directly by the employee.
- 30.6** Members of the bargaining unit may continue their membership in each of the health and welfare plans provided by the Employer, at the member’s expense, when a member is on an approved unpaid leave of absence. The limit of this benefit is a period not to exceed one (1) year.
- 30.7** All employees who retire after the age of fifty-eight (58) and who have completed ten (10) years of continuous service shall be allowed to pay for the Blue Cross/Blue Shield plan at the

group rate until they reach the age of sixty-five (65).

- 30.8** An employee may elect to withhold health benefits, co-payment in compliance with IRS Code Section 125. A Cafeteria Plan which is in compliance with IRS Code Section 125 will be made available to all members of the bargaining unit effective July 1, 1999.

ARTICLE 31
GRIEVANCE PROCEDURE

- 31.1** The purpose of the following grievance procedure shall be to settle, at the lowest possible administrative level, issues which may arise from time to time with respect to the interpretation and/or application of this agreement.

- 31.2** A grievance shall be presented by the aggrieved employee and/or by the Union within ten (10) working days following the monthly Local's Executive Board meeting scheduled for the first (1st) Wednesday of every month unless otherwise noted.

- 31.3** Grievances arising out of the interpretation and/or application of this contract shall be handled in the following manner:

STEP 1 A grievance shall be reduced to writing and presented to the employee's immediate supervisor, who shall respond in writing to the grievance within ten (10) working days.

STEP 2 If the grievance is not resolved according to Step 1 above, within three (3) days of the supervisor's response, the aggrieved employee and the Union shall submit the grievance to the Superintendent of Schools. The Superintendent shall meet with the Union within ten (10) working days of the Union's request for a meeting to conduct a hearing on the grievance. The Superintendent shall render a written decision to the Union within ten (10) working days of the meeting.

STEP 3 If the grievance is not resolved according to Step 2 above, the aggrieved and the Union shall have ten (10) working days following the Superintendent decision to request a hearing before the School Committee. The School Committee shall schedule a hearing within thirty (30) working days of the Union's request. The Superintendent shall, be direction of the School Committee, contact the Union and they shall arrange a mutually agreed upon time and place to conduct the hearing. Within ten (10) working days after the hearing, the Superintendent shall, by direction of the School Committee Chairperson, notify the Union, in writing, of the decision of the School Committee.

In the event the grievance is not settled in a manner satisfactory to the aggrieved and/or the Union, then such grievance may be submitted to arbitration in the manner provided herein.

31.4 Either party to this agreement shall be permitted to call witnesses as part of the grievance procedure. The Employer, on request, will produce payroll and other records as necessary. Designated Union Officers, Stewards, the aggrieved employee, and employee witnesses, who are employees of the School Department, will be paid their regular rate up to their normal quitting time during grievance hearings.

31.5 It is also agreed that in all cases of dismissal, the aggrieved and/or the Union may go immediately to Step 3 of the Grievance Procedure.

31.6 All time limits at each level of the grievance procedure may be waived in writing by mutual agreement between the parties.

ARTICLE 32 **ARBITRATION**

32.1 If the grievance is not resolved according to Article 31 above, such grievance shall, at the request of the Union, be referred to the American Arbitration Association in accordance with its rules. The parties may mutually agree to an alternate method of arbitration. The Union

shall furnish a copy of any request for arbitration to the Superintendent of Schools.

32.2 All submissions to arbitration must be made within thirty (30) days after the grievance procedure decision at Step 3.

32.3 The decision of the arbitrator shall be final and binding upon the parties except that the arbitrator shall not be empowered to make any decision amending, modifying, adding to or subtracting from the provisions of this agreement. The expense of such arbitration shall be borne by the losing party. It is further agreed that no appeal shall be taken except on the grounds that the decision was procured by fraud or that the arbitrator exceeded his authority.

ARTICLE 33 **TOOLS AND CLOTHING**

33.1 The Employer shall furnish all necessary foul weather clothing for the performance of the employee's assigned duties.

33.2 The Employer shall furnish all tools and equipment necessary for the performance of the employee's assigned duties, including work belt upon request. All Custodians will wear pagers as supplied by the School Department.

33.3 The Employer agrees to provide smocks to be used by clerical employees who use office machines.

33.4 Grounds keepers shall be supplied with shorts and tee shirts for outside work.

33.5 The School Department agrees to purchase three sets of uniforms each year on July 1st for all custodian and maintenance employees covered by this agreement. Said uniforms to consist of three (3) shirts and three (3) pairs of pants and one (1) additional shirt for new employees effective 7/1/95. Maintenance of said uniforms shall be the responsibility of the employee and they shall be required to wear the uniforms in the performance of their responsibilities during the school year and at school related functions.

ARTICLE 34
EMPLOYEE EVALUATION

34.1 All Employees who have completed their probationary period shall be evaluated annually by his/her immediate supervisor using the agreed upon form. The Director of Operations will attend the evaluation meeting when applicable.

ARTICLE 35
EDUCATIONAL OPPORTUNITIES

35.1 The School Department agrees to provide in-service programs and conferences for members of the bargaining unit who wish to improve their skills as related to the function of the respective departments within the School Department. The Superintendent of Schools, in consultation with the Union, will develop procedures and programs under this article.

35.2 All support staff employees shall be allowed to attend and participate in scheduled in-service days, as appropriate.

35.3 Effective July 1, 1999 all employees covered by this agreement will receive one-hundred (\$100) dollars per annum for every three (3) credit hours of college level course work they successfully complete up to a maximum of fifteen (15) credit hours. Courses must be aligned with school department goals and related to the employee's job responsibilities. Prior to taking a course, the employee must obtain written approval from the Superintendent in order to be eligible to receive this stipend.

ARTICLE 36
NO STRIKE/NO LOCKOUT

36.1 The Union will not cause, call or sanction any strike, work stoppage or slow-down, nor will the Employer lock out its employees during the term of this agreement.

ARTICLE 37
LONGEVITY

37.1 Longevity payments shall be computed based on the employee's anniversary date of employment and shall be paid in a lump sum the first pay period following the employees anniversary. The payroll bucket for number of payrolls must be set to thirteen (13), for that payroll only, so that the correct amount of income tax is withheld. The number of payrolls must be reset to twenty-six (26) once the lump sum longevity payment is made.

Longevity lanes shall be increased as follows:

	EFFECTIVE		
	<u>7/1/07</u>	<u>7/01/08</u>	<u>7/01/09</u>
Completion of ten (10) years	925.00	950.00	975.00
Completion of fifteen (15) years	1,225.00	1,250.00	1,275.00
Completion of twenty (20) years	1,575.00	1,600.00	1,625.00

ARTICLE 38
SEVERABILITY CLAUSE

38.1 Should any article, section or portion thereof of this agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply to the specific article, section or portion thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof.

ARTICLE 39
T.D.I.

39.1 All employees covered by this agreement shall be eligible for Rhode Island Temporary Disability Insurance (T.D.I.) At the expense of the individual employee. The School

Department agrees to deduct the appropriate amount from each employee's pay and remit said amounts to T.D.I. insurer. There shall be only one such approved T.D.I. insurer able to provide this insurance to participants in the Lincoln Public Schools. The provided contract must be a minimum of three (3) years in length unless canceled by the provider.

ARTICLE 40
SALARY SCHEDULE

- 40.1** All employees shall be granted a one step increase each fiscal year until they reach the maximum of their grade.
- 40.2** Employees who are transferred to a higher classification shall be placed on the same step as they were prior to the transfer.
- 40.3** It is agreed that all employees will receive a salary in accordance with the pay plan set forth in Appendix A, B, and C as follows.
- 40.4** All employees shall receive twenty-six (26) pay checks per year.
- 40.5** All pay rates shall be posted on the employee's pay stub.
- 40.6**
- | | | |
|------------------|-------|-------------------------|
| Effective 7/1/07 | 3.00% | raise for all employees |
| Effective 7/1/08 | 3.00% | raise for all employees |
| Effective 7/1/09 | 3.00% | raise for all employees |

Effective July 1, 2008, all bargaining unit members hired prior to January 1, 1996 shall receive a one time increase of \$550.00 into said employee's step.

Teacher Assistant Salary Adjustment for the three (3) contract year shall be as set forth in the attached salary schedule.

ARTICLE 41
MUNICIPAL EMPLOYEES RETIREMENT SYSTEM (MERS)

- 41.1** The School Committee will request the Lincoln Town Council to pass the necessary resolution to request the RI State Retirement Board to conduct the appropriate actuarial study to

determine the cost of implementing the Municipal Employees Retirement Plan for all non-certified Lincoln School Employees.

- 41.2** The School Committee will take the necessary steps to determine the amount of money that is presently in the John Hancock Retirement Plan Account for the Lincoln non-certified school employees. This will include both the Employer and the employee contributions and interest earned on the contributions. The School Committee will also take the necessary steps to determine the amount of money that must remain in the John Hancock plan to continue paying retirement benefits for those employees who have already retired.
- 41.3** The School Committee will provide the Union with the information obtained as specified in paragraph 2 above as soon as it is available.
- 41.4** The School Committee agrees to meet with the Union as soon as the information is obtained under the provisions of paragraph 1 and 2 above is available. The parties will negotiate implementing the Municipal Employees Retirement System within thirty (30) days from obtaining this information.
- 41.5** Both parties will use all reasonable efforts to ensure that the members of the Union will become members of the State Retirement System by July, 2002. The School Committee shall only be responsible for its annual percentage contribution from the date the members are admitted (“New Service Cost”).

APPENDIX A

Position: Custodian - 2nd Shift Hired before 1/1/96

	3% <u>2007-08</u>	2008-09 3% Incr \$550 Ad Steps 10 + 18 <u>2008-09</u>	3% <u>2009-10</u>
STEP 10	\$20.82	\$21.71	\$22.36
18	\$21.50	\$22.41	\$23.08

Position: Custodian - 2nd Shift - Hired after 1/1/96

	3% <u>2007-08</u>	3% <u>2008-09</u>	3% <u>2009-10</u>
STEP 1	\$16.25	\$16.74	\$17.24
2	\$16.61	\$17.11	\$17.63
3	\$16.91	\$17.42	\$17.94
4	\$17.20	\$17.72	\$18.25
5	\$17.74	\$18.27	\$18.82
6	\$18.11	\$18.65	\$19.21
7	\$18.40	\$18.95	\$19.52
8	\$18.70	\$19.27	\$19.84
9	\$18.99	\$19.56	\$20.15
10	\$20.82	\$21.44	\$22.08
18	\$21.50	\$22.14	\$22.81

Position: Custodian, Inventory Control, Groundskeepers Hired before 1/1/96

	3%	2008-09	3%
	<u>2007-08</u>	Steps 10 + 18	<u>2009-10</u>
		<u>2008-09</u>	
STEP 10	\$19.81	\$20.67	\$21.29
18	\$20.47	\$21.34	\$21.98

Position: Custodian, Inventory Control, Groundskeepers – Hired after 1/1/96

	3%	3%	3%
	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
STEP 1	\$15.47	\$15.93	\$16.41
2	\$15.81	\$16.28	\$16.77
3	\$16.10	\$16.58	\$17.08
4	\$16.39	\$16.88	\$17.39
5	\$16.91	\$17.42	\$17.94
6	\$17.24	\$17.76	\$18.29
7	\$17.52	\$18.05	\$18.59
8	\$17.83	\$18.36	\$18.92
9	\$18.10	\$18.64	\$19.20
10	\$19.81	\$20.40	\$21.01
18	\$20.47	\$21.08	\$21.71

Position: Secretary II, Secretary I – Hired before 1/1/96

	<u>3%</u> <u>2007-08</u>	<u>2008-09</u> 3% Incr \$550 Ad Steps 10 + 18 <u>2008-09</u>	<u>3%</u> <u>2009-10</u>
STEP 10	\$19.81	\$20.80	\$21.42
18	\$20.47	\$21.48	\$22.12

Position: Secretary II, Secretary 1 - Hired after 1/1/96

	<u>3%</u> <u>2007-08</u>	<u>3%</u> <u>2008-09</u>	<u>3%</u> <u>2009-10</u>
STEP 1	\$15.47	\$15.93	\$16.41
2	\$15.81	\$16.28	\$16.77
3	\$16.10	\$16.58	\$17.08
4	\$16.39	\$16.88	\$17.39
5	\$16.95	\$17.46	\$17.99
6	\$17.28	\$17.80	\$18.34
7	\$17.56	\$18.09	\$18.63
8	\$17.86	\$18.40	\$18.95
9	\$18.14	\$18.68	\$19.24
10	\$19.81	\$20.40	\$21.01
18	\$20.47	\$21.08	\$21.71

Effective 7/1/08 Secretary II Salary Schedule combined with Secretary for Salary purposes only

Position: Payroll Clerk, Principal Secretary, Accounting Technician – Hired before 1/1/96

	<u>3%</u> <u>2007-08</u>	<u>2008-09</u> 3% Incr \$550 Ad Steps 10 + 18 <u>2008-09</u>	<u>3%</u> <u>2009-10</u>
STEP 10	\$22.71	\$23.70	\$24.41
18	\$23.37	\$24.37	\$25.11

Position: Payroll Clerk, Principal Secretary, Accounting Technician - Hired after 1/1/96

	<u>3%</u> <u>2007-08</u>	<u>3%</u> <u>2008-09</u>	<u>3%</u> <u>2009-10</u>
STEP 1	\$17.83	\$18.36	\$18.92
2	\$18.14	\$18.68	\$19.24
3	\$18.49	\$19.04	\$19.61
4	\$18.78	\$19.34	\$19.92
5	\$19.42	\$20.00	\$20.60
6	\$19.71	\$20.31	\$20.91
7	\$20.10	\$20.70	\$21.32
8	\$20.45	\$21.06	\$21.69
9	\$20.76	\$21.39	\$22.03
10	\$22.71	\$23.39	\$24.09
18	\$23.37	\$24.07	\$24.79

Position: General Maintenance, Utility Person– Hired before 1/1/96

	<u>3%</u> <u>2007-08</u>	<u>2008-09</u> 3% Incr \$550 Ad Steps 10 + 18 <u>2008-09</u>	<u>3%</u> <u>2009-10</u>
STEP 10	\$22.71	\$23.66	\$24.37
18	\$23.37	\$24.34	\$25.07

Position: General Maintenance, Utility Person - Hired after 1/1/96

	<u>3%</u> <u>2007-08</u>	<u>3%</u> <u>2008-09</u>	<u>3%</u> <u>2009-10</u>
STEP 1	\$17.84	\$18.37	\$18.93
2	\$18.15	\$18.69	\$19.25
3	\$18.49	\$19.04	\$19.61
4	\$18.78	\$19.34	\$19.92
5	\$19.43	\$20.01	\$20.61
6	\$19.71	\$20.31	\$20.91
7	\$20.10	\$20.70	\$21.32
8	\$20.45	\$21.06	\$21.69
9	\$20.78	\$21.40	\$22.04
10	\$22.71	\$23.39	\$24.09
18	\$23.37	\$24.07	\$24.79

Position: Teacher Assistant – Hired before 1/1/96

	<u>3%</u> <u>2007-08</u>	2008-09 3% Incr \$550 Ad Steps 10 + 18 <u>2008-09</u>	<u>3%</u> <u>2009-10</u>
STEP 10	\$19.29	\$20.35	\$21.04
18	\$19.91	\$21.00	\$21.72

Position: Teacher Assistant - Hired after 1/1/96

	<u>3%</u> <u>2007-08</u>	<u>3%</u> <u>2008-09</u>	<u>3%</u> <u>2009-10</u>
STEP 1	\$15.56	\$16.03	\$16.51
2	\$15.77	\$16.24	\$16.73
3	\$16.03	\$16.51	\$17.00
4	\$16.24	\$16.73	\$17.23
5	\$17.04	\$17.55	\$18.07
6	\$17.18	\$17.72	\$18.27
7	\$17.40	\$17.95	\$18.52
8	\$17.66	\$18.22	\$18.80
9	\$17.88	\$18.46	\$19.05
10	\$19.29	\$19.95	\$20.63
18	\$19.91	\$20.60	\$21.31

Position: Sr. Accounting Technician – Hired before 1/1/96

	<u>3%</u> <u>2007-08</u>	<u>2008-09</u> 3% Incr \$550 Ad Steps 10 + 18 <u>2008-09</u>	<u>3%</u> <u>2009-10</u>
STEP 10	\$27.00	\$28.11	\$28.95
18	\$27.66	\$28.79	\$29.65

Position: Sr. Accounting Technician - Hired after 1/1/96

	<u>3%</u> <u>2007-08</u>	<u>3%</u> <u>2008-09</u>	<u>3%</u> <u>2009-10</u>
STEP 1	\$21.69	\$22.34	\$23.01
2	\$22.00	\$22.66	\$23.34
3	\$22.34	\$23.01	\$23.70
4	\$22.62	\$23.30	\$24.00
5	\$23.25	\$23.94	\$24.66
6	\$23.54	\$24.24	\$24.97
7	\$23.60	\$24.31	\$25.03
8	\$24.26	\$24.98	\$25.73
9	\$24.58	\$25.31	\$26.07
10	\$26.47	\$27.27	\$28.08
18	\$27.13	\$27.94	\$28.78

ARTICLE 42
TERMINATION OF AGREEMENT

42.1 This agreement shall become effective on the 1st day of July 1, 2007 and shall remain in full force and effect until the 30th day of June 2010. 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 not later than thirty (30) days prior to the anniversary date.

42.2 The parties agree that the existing agreement shall remain in full force and effect until changed by the parties as a result of negotiations, a binding arbitration decision or by law.

IN WITNESS WHEREOF, we, the undersigned hereunto set our hands and seals on this _____ day of _____, 2008.

R.I. COUNCIL 94, AFSCME
COMMITTEE

LINCOLN SCHOOL

Business Agent

Chairperson

President, Local 2671

Vice Chairperson

LETTER OF UNDERSTANDING

Please be apprised that in the event two members of the R.I. Council 94, AFSCME, Local 2671, who are Lincoln School Department employees, request to job-share, the members will submit a request by May 1st of the preceding year long with a proposal to the School Superintendent detailing the plan of shared responsibilities and, the days and/or hours to be worked by each employee. Both employees must agree to attend any in-service activities but financial remuneration shall not be given should the result exceed the amount budgeted for that position for that year.

The permission to job-share is at the sole discretion of the Superintendent of Schools and must be renewed annually.

All financial considerations such as fringe benefits, leave provisions will be prorated along the status each individual maintains.