

AGREEMENT BETWEEN
THE NEWPORT SCHOOL COMMITTEE
AND
R.I. COUNCIL 94, AFSCME, AFL-CIO
ON BEHALF OF
NEWPORT COUNTY SCHOOL EMPLOYEES, LOCAL 841

JULY 1, 2023 – JUNE 30, 2026

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	PURPOSE	4
1	RECOGNITION	4
2	DUES DEDUCTION	4
3	NON-DISCRIMINATION	5
4	MANAGEMENT'S RIGHTS	6
5	HOURS OF WORK	6
6	PREMIUM PAYMENTS	7
7	SHIFT PREMIUM	8
8	CALL BACK	9
9	HOLIDAYS	9
10	VACATION LEAVE	10
11	SICK LEAVE	12
12	PERSONAL LEAVE	14
13	JURY DUTY	15
14	LEAVE WITHOUT PAY	15
15	RELIGIOUS OBSERVANCES	16
16	PARENTAL LEAVE	17
17	MILITARY LEAVE	17
18	BEREAVEMENT LEAVE	18
19	ABSENCE WITHOUT NOTIFICATION	18

20	BULLETIN BOARDS	19
21	LEAVE FOR UNION ACTIVITIES	19
22	SEVERANCE PAY	20
23	LIFE INSURANCE	20
24	HEALTH AND SAFETY	20
25	BLUE CROSS/BLUE SHIELD/DELTA DENTAL	21
26	ON-THE-JOB INJURY	25
27	INCLEMENT WEATHER POLICY	26
28	SENIORITY	27
29	POSTING OF VACANCIES	30
30	NEW EMPLOYEES	31
31	DISCHARGE AND DISCIPLINE	31
32	GRIEVANCE PROCEDURE	32
33	ARBITRATION	34
34	INCLEMENT WEATHER CLOTHING	34
35	LOUNGE FACILITIES	35
36	NON-PERFORMANCE OF BARGAINING UNIT WORK	35
37	WORK IN A HIGHER CLASS	35
38	TAX SHELTERS	35
39	EDUCATIONAL OPPORTUNITIES	36
40	NO STRIKE/NO LOCKOUT	36
41	RETIREMENT	37
42	EARLY RETIREMENT INCENTIVE PROGRAM	37

43	JOB EVALUATION COMMITTEE	39
44	CLASSIFICATION PLAN AND PAY RATES	39
45	CATASTROPHIC ILLNESS LEAVE	40
46	PERSONNEL RECORDS	41
47	TESTING	42
48	MISCELLANEOUS	42
49	TERMINATION	43
	APPENDIX A	45
	APPENDIX B – HOURLY PAYSCALE	46
	APPENDIX C – HOURLY PAYSCALE (PARA-EDUCATORS)	47
	STIPULATED AGREEMENT	48

PURPOSE

This agreement entered into by Newport School Committee, herein referred to as the Employer and Rhode Island Council 94, AFSCME, AFL-CIO hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of equitable and peaceful procedures for the resolution of differences; and the establishment of rate of pay, hours of work and conditions of employment. The Employer and the Union shall recognize and adhere to all State Labor Laws, Rules and Regulations.

ARTICLE 1 **RECOGNITION**

- 1.1 The Employer recognizes the Union as sole and exclusive agent for the purpose of establishing salaries, wages, hours and all other conditions of employment for all employees in the bargaining unit.
- 1.2 The bargaining unit, for the purpose of this agreement, shall consist of all support staff, except supervisors, as set forth in the certification dated June 26, 1967, Case #331727.
- 1.3 The Union agrees to indemnify and save harmless the School Committee for any and all costs and damages that the School Committee may incur as a result of the application of this sub-section.

ARTICLE 2 **DUES DEDUCTION**

- 2.1 The Employer agrees to the adoption of exclusive Union Check-off system whereby dues, as established by the AFSCME, will be withheld from the employee's pay at source

in equal amounts from each pay, as the frequency of pay periods may require, forwarded to Rhode Island Council 94, AFSCME, AFL-CIO, 1179 Charles Street, North Providence, R.I. 02904..

- 2.2 The Union will notify the Employer thirty (30) days prior to any change in such withholdings.
- 2.3 Upon receipt of a voluntary written authorization from any employee covered by this agreement on forms provided by the Union, the Employer shall deduct from the pay of such employees the PEOPLE contributions authorized by the employee and forward said deduction to the Union. Deductions shall not be coupled with Union dues and shall be forwarded separately.

ARTICLE 3
NON-DISCRIMINATION

- 3.1 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 Union, nor will the Employer encourage membership in another Union.
- 3.2 The Union recognizes its responsibility as the exclusive bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.
- 3.3 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. The Union shall share equally with the Employer the responsibility for applying this provision of the agreement.

ARTICLE 4
MANAGEMENT'S RIGHTS

- 4.1** Subject to the terms and conditions of this agreement, it is understood and agreed that the School Department shall have sole jurisdiction over the management of the operations of its plant, including, but not limited to, the work to be performed, the scheduling of work, the establishment and changing of scheduled shifts and hours of work, the promotion of employees, fixing and maintaining standards of quality of work, methods of operations, the right to hire, transfer, discipline or discharge for just cause, and layoff because of lack of work or other legitimate reasons and to staff for emergency or seasonal issues.

ARTICLE 5
HOURS OF WORK

- 5.1** Hours of work and pay grades are as stated in the job descriptions.
- 5.2** The School Committee will consult with the Union prior to making any changes in previously established working hours.
- 5.3(a)** Work hours for all para-educators shall be six and one-half (6 ½) hours, worked consecutively, plus one-half (1/2) hour unpaid lunch in accordance with Article 5.3(b). Para-educators hired prior to January 1, 2022 shall be allowed to remain at five and one-half (5 ½) hours, worked consecutively, plus one-half (1/2) hour lunch provided, however, that once said para-educator moves into the six and one-half (6 ½) hour schedule, he/she shall remain at said schedule.
- 5.3(b)** All work hours for para-educators hired after July 1, 2015 shall be flexible and shall not be limited to the hours of a normal school day.
- 5.3(c)** Work hours for all Registered Behavior Technicians (RBT) shall be six and one-half (6 ½) hours worked consecutively, plus one-half (1/2) hour unpaid for lunch.

- 5.3(d) Work hours for all interpreters shall be six and one-half (6 ½) hours worked consecutively, plus one-half (1/2) hour unpaid for lunch.
- 5.3(e) Work hours for all Certified Nursing Assistants (CNA) shall be six and one-half (6 ½) hours worked consecutively, plus one-half (1/2) hour unpaid for lunch.
- 5.3(f) Work hours for all technical assistants shall be six and one-half (6 ½) hours worked consecutively, plus one-half (1/2) hour unpaid for lunch.
- 5.3(g) Work hours for all instructional assistants shall be six and one-half (6 ½) hours worked consecutively, plus one-half (1/2) hour unpaid for lunch.
- 5.4 Post the hours on job descriptions for all bargaining unit positions.
- 5.5 Establish an ongoing labor-management consultation process at the building level between the principal and the appropriate union representative – to establish working understandings around how to achieve needed flexibility, appropriate respect, and other matters.
- 5.6 During the summer months, 12 month employees/clerical staff may adjust their working hours to report one (1) hour earlier and leave one (1) hour earlier upon approval of the Superintendent or his/her designee.
- 5.7 All ten-month support staff shall report to work the day before the first day of school and shall have a total of 181 work days as well as being paid for any and all holidays as listed in Article 9.2.

ARTICLE 6
PREMIUM PAYMENTS

- 6.1 All employees will be paid time and one half their regular rate for all hours in excess of their standard work week.
- 6.2. Overtime work is to be made a matter of record and distributed fairly and equitable among employees eligible for and capable of performing the work in their respective division and class of position using a seniority rotation.

- 6.3 Any dispute arising over lack of agreement shall be subject to the grievance procedure after discussion with HR.
- 6.4 In the event of any emergency as determined by the department head, all employees are subject to assignment to do additional duties as required provided that employees are given first choice to work in their proper work classification in their own building.
- 6.5 In any twenty-four (24) hour period, an employee who has continued to work for sixteen (16) hours or more shall be entitled to eight (8) hours rest (exclusive of travel time and established lunch period) before re-assignment. If such rest period should overlap the employee's normal work day, the employee shall suffer no loss of pay for the time involved.
- 6.6 Voluntary Project Teams shall be available for projects beyond general maintenance work. Compensation shall be an additional pay of \$2.00 per hour for team members and an additional pay of \$2.50 per hour for the team leader. All authorized overtime shall be paid based on the team member's salary inclusive of the stipends herein. The team leader for each project is to be determined by the administration based upon project need.

ARTICLE 7
SHIFT PREMIUM

- 7.1 A shift premium of eighty (\$.80) cents per hour shall be paid for all hours worked between 3:00 PM and 11:00 PM. The first shift shall be those hours worked between 6:30 AM and 3:00 PM. Mid-shift hours for custodians shall be those hours worked between 10:30 AM and 7:00 PM. The second shift shall be those hours worked between 2:30 PM and 11:00 PM.

ARTICLE 8
CALL BACK

8.1 A minimum of three (3) hours additional time shall be granted to any employee who is called back to work after the employee's standard day and prior to the beginning of the employee's next standard work day. Holidays and weekends shall be a minimum of four (4) hours call back time.

ARTICLE 9
HOLIDAYS

9.1 All twelve-month employees shall receive the following paid holidays

President's Day	Columbus Day
Victory Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Day Before Thanksgiving	New Year's Day
Day after Thanksgiving	Good Friday
Day before Christmas	Day following Christmas
Day before New Year's Day	Martin Luther King Day
Labor Day	Juneteenth

- a.** If an additional holiday is created in Rhode Island by the Legislature, said day shall be added to the list. If Victory Day is eliminated as a holiday, a substitute day will be determined by negotiations during the same contractual year.
- b.** Clerk/typists (school year only) receive the same holidays as twelve month employees during the school year. If an additional holiday is created in Rhode Island during the school year by the legislature, said day shall be added to the Clerk/typist (school year) days. If Victory Day is eliminated as a holiday, a substitute day will be determined by negotiations during the same contractual year. If the determination

creates a holiday during the school year, such holiday will be added to the school year Clerk's holidays.

- c. The day before Thanksgiving shall only be a recognized holiday when school is not in session, including half days. If school is in session then said employee will not be granted said holiday for the hours that school is in session.

9.2 All ten month employees shall receive the following eight (8) holidays with pay:

Columbus Day	Martin Luther King
Thanksgiving Day	Veterans' Day
Day following Thanksgiving	Memorial Day
Day before Christmas	Juneteenth

9.3 Whenever a holiday falls on an employee's scheduled day off, the employee shall receive an additional day off which will be mutually agreed to by the Employer and the employee.

9.4 All "school year" employees who work during the summer vacation shall be paid for the holidays occurring during their employment.

9.5 Employees will not be charged vacation or sick time when a holiday falls within a vacation or sick leave period.

ARTICLE 10

VACATION LEAVE

10.1 All twelve month employees will receive paid vacation according to the following schedule:

Completion of 1 year of service - 12 days
Completion of 3 years of service - 14 days
Completion of 5 years of service - 18 days

Thereafter, one (1) additional day per year will be granted to a maximum of twenty-five (25) days.

Twelve month employees will receive vacation credits starting July 1, 1995 and each July 1 thereafter. New twelve month employees will have their vacation adjusted on the first July 1 date after hire to reflect credited vacation days which have been accrued.

10.1(a) When employees shift from a 10 month to a 12 month appointments their allowable vacation time will be earned based on total years of service – taking into account the time spent in the 10 month appointment.

10.2 Vacation days can only be taken in increments of ½ days or full days.

10.3 Employees are entitled to accumulate not more than forty (40) days annual vacation leave as of June 30th of any year. As of July 1, 2018, an employee shall not be reimbursed for any vacation days in excess of forty (40) vacation days. Employees are encouraged to use their vacation days.

As of July 1, 2016, an employee with twenty or more years of service as of his/her retirement date that is scheduled to retire will be allowed to accumulate up to a maximum of sixty-five (65) vacation days in the fiscal year of retirement which days will be paid to the individual upon retirement.

10.4 All vacations of three (3) or more consecutive days shall be submitted at least two weeks in advance of said vacation to the immediate supervisor. Final approval of all vacation schedules shall be determined by the Superintendent or his/her designee.

- 10.5** Vacation benefits shall be considered as accrued wages, and shall be payable upon termination or retirement of all employees eligible to receive same. Furthermore, in the event an employee expires before his/her termination or retirement, the accrued vacation wages shall be paid to the estate of the deceased.
- 10.6** During the regular school year, all employees shall give a minimum of two (2) business days advance notice when requesting vacation day(s). A minimum of ten (10) business days' notice shall be given by all employees when scheduling their vacation of 3 consecutive days or more during the months of July and August. The above procedure shall be followed except in cases of emergencies.

ARTICLE 11
SICK LEAVE

- 11.1** All twelve-month employees shall earn eighteen (18) days sick leave at the rate of one and one-half (1 ½) days per month to accumulate to a maximum of two-hundred twenty-five (225). All ten-month employees regardless of hours worked shall earn fourteen (14) days sick leave at the rate of 1.30days a month to accumulate to a maximum of 200 days. Employees hired prior to July 1, 2019 with sick leave balance over 200 days shall retain excess days. Any employee hired after July 1, 2019, maximum accumulation will be 150 sick days. All employees will be credited annual sick leave every July 1.
- 11.2** After 6 months of employment, employees will be credited pro-rated annual sick leave based on the date of hire for the first fiscal year only.
- 11.3** Sick leave shall be interpreted to mean personal, family, or catastrophic illness. Sick leave that qualifies under the Family and Medical Leave Act shall be designated as Family and Medical leave in accordance with the Act.

- 11.4** Doctor's appointment is to be charged to sick leave, not personal leave, providing that the employee submits a written notice from the doctor which states that said appointment could not be scheduled outside of the employee's normal working day.
- 11.5** Employees, upon death, or retirement shall be paid 50% of their accumulated sick leave in excess of sixty (60) days with a maximum of 123 days for employees in 11.1.
- 11.6** An employee who is absent more than five (5) consecutive work days or more due to illness will provide a certificate from a physician or licensed medical practitioner verifying his/her illness and his/her incapacity to perform his/her duties for the entire period of absence in order to qualify for the payment of sick leave. If an employee does not wish to obtain a certificate from his/her own physician he/she may utilize the school physician for said purpose only when school is in session. An employee who is returning to work after a minimum of five (5) consecutive days must have a doctor's note to return.
- 11.7** Employees who have completed two (2) years of service or more and have exhausted their sick leave may appeal to the Union for additional sick leave days up to a maximum of fifty (50) days from July 1 to June 30 of each year. Second and subsequent requests from July 1 to June 30 shall require approval from the Superintendent. Said appeal to the Union can only be made when the absence is due to a serious illness certified by a physician.

Additional donated sick leave days from other employees cannot be utilized for normal maternity leave under this section. Employees may contribute on an "as needed" basis up to a maximum of twenty (20) days from July 1 to June 30 of each year.

Deductions from employees' sick leave shall only be made when the employees sign an Authorization form stating the number of days that they are contributing and the name of the individual they are contributing to. Sick leave days contributed and not used shall be credited back to the employee.

- 11.8** For every 60 consecutive work days without calling in sick, or taking a leave without pay day, said employee shall receive one additional vacation day (which must be used within twelve months of the period earned and may be used in conjunction with other vacation days). If an employee is out of work due to a workplace injury, upon return to work, the consecutive day count will not be interrupted.

ARTICLE 12 **PERSONAL LEAVE**

- 12.1a** Twelve month employees shall be granted time off with pay, paid at his/her normal rate to conduct personal business. Such personal leave shall not exceed three (3) days in any one fiscal year. Personal leave shall be granted for personal business which shall mean those circumstances which require an employee's presence elsewhere during regular working hours and over which the employee has no control. This leave may not be taken immediately preceding or following a holiday or vacation period unless approved by the Superintendent or designee. At employee's option, with 24 hours' notice, one (1) sick day may be converted to one (1) personal day for a total of four (4) days personal leave not to be used consecutively. Any unused personal days are to be credited to the accumulative sick leave total.

12.1b Ten month employees shall be granted time off with pay, paid at his/her normal rate to conduct personal business. Such personal leave shall not exceed two (2) days in any one fiscal year. Personal leave shall be granted for personal business which shall mean those circumstances which require an employee's presence elsewhere during regular working hours and over which the employee has no control. This leave may not be taken immediately preceding or following a holiday or vacation period unless approved by the Superintendent or designee. At employee's option, with 24 hours' notice, one (1) sick day may be converted to one (1) personal day for a total of three (3) days personal leave not to be used consecutively. Any unused personal days are to be credited to the accumulative sick leave total.

ARTICLE 13
JURY DUTY

13.1 Employees called to jury duty shall receive full salary. Employees who fail to submit their jury duty payment within five (5) business days will result in a deduction in the employee's next payroll.

ARTICLE 14
LEAVE WITHOUT PAY

14.1 An employee with a minimum of five (5) complete years of service may be granted leave up to one (1) year provided the employee does not accept employment elsewhere during the period, at the discretion of the Superintendent. No employee will be granted subsequent leave without pay more than once every 3 years. This article does not restrict a leave granted for professional advancement under Article 14.2.

14.2 An employee with a minimum of 1 year of employment with the Newport School Department may be granted leave at the discretion of the School Committee upon recommendation of the Superintendent up to one year so that the employee may accept employment in the Newport School Department, outside of the bargaining unit in a position that advances them. That employee will be allowed to return at the end of that year to the same position vacated should they so desire. Said employee's vacated position may be posted internally and/or advertised externally – to be filled for the duration of the approved leave. The filling of such vacancies on an internal basis will only be in cases that involve professional advancement.

In the filling of vacancies opened within the bargaining unit as a result of employees who advance themselves, the positions will be simultaneously posted internally and advertised externally, with preference given to the most senior internal candidate (consistent with existing contract language on qualifications).

ARTICLE 15 **RELIGIOUS OBSERVANCES**

15.1 Employees may be granted up to three (3) days time off for religious observances during any given fiscal year for those employees whose religious obligations require absence from daily duties. Approval must be obtained from the Superintendent of Schools beforehand or full pay will be deducted.

ARTICLE 16
PARENTAL LEAVE

- 16.1 In accordance with FMLA, a leave of absence shall be granted to an employee upon request for childbirth for one (1) year.
- 16.2 Recovery from childbirth shall be treated as any other temporary disability in terms of accumulated sick leave, seniority status, pay, medical insurance benefits, and all other fringe benefits. This leave will terminate upon release by the employee's physician, but said leave shall not exceed a period of one (1) year after birth of the child.
- 16.3 The Employer can request medical certification of employee's inability to return to work after fifty (50) working days of birth of baby if said employee is still entitled to sick leave benefits. Based on medical testimony, said employee will continue to receive sick leave.
- 16.4 An employee planning to take a childbirth leave shall notify the Superintendent or designee of the employee's intention to leave thirty (30) days prior to the start of such a leave. However, this advanced notice shall not apply in the case of medical emergency.
- 16.5 The employee shall give the Superintendent or his/her designee fifteen (15) days notice of their intention to return to their duties from such leave.
- 16.6 Temporary replacements for employees on maternity leave shall not be covered by the terms of this contract.

ARTICLE 17
MILITARY LEAVE

- 17.1 Military leave will comply with Federal and State statutes.

ARTICLE 18
BEREAVEMENT LEAVE

- 18.1** In the event of death in the immediate family of an employee, he/she will be granted leave with pay not to exceed five (5) working days in each instance and such leave shall not be charged to sick leave or vacation leave.
- 18.2** Any regular employee may be absent for up to five (5) working days without loss of pay in the case of death of a father, mother, brother, sister, spouse, child, mother-in-law and father-in-law, or other member of the employee's immediate household.
- 18.3** Members of the bargaining unit shall be granted leave with pay not to exceed three (3) days in the event of the death of grandchildren or grandparents. Members of the bargaining unit shall be granted leave with pay not to exceed two (2) days in the event of the death of brother-in-law and sister-in-law.
- 18.4** In the event of death of an employee's niece, nephew, uncle, aunt, or cousin, said employee shall be entitled to absence with full pay for one (1) working day not chargeable to the employee's sick leave or vacation accumulation.
- 18.5** For the death of individuals not covered by Sections 18.1-18.4 or have special circumstances, Bereavement Leave may be granted up to five (5) days at the discretion of the Superintendent or designee.

ARTICLE 19
ABSENCE WITHOUT NOTIFICATION

- 19.1** Failure to notify building administration or human resources of an absence will result in the employee being charged with a day without pay and/or disciplinary action up to a

possible termination unless there are extenuating circumstances preventing such notification.

ARTICLE 20
BULLETIN BOARDS

- 20.1** The Employer agrees that during working hours, on the Employer's premises, Union Representatives shall be allowed to post Union notices on bulletin boards provided by the Employer and distribute Union literature.

ARTICLE 21
LEAVE FOR UNION ACTIVITIES

- 21.1** Any employee involved in a grievance shall have the right to take part at grievance meetings which may occur during the working hours without loss of pay.
- 21.2** The President or designee and a Shop Steward shall be permitted to visit schools other than their own for the purpose of investigating and/or processing grievances with approval of the Superintendent or designee. All other union work shall be conducted after the work day. In the event of a union meeting an employee shall be able to attend said meeting with permission of his/her supervisor. Employees shall be able to make up any time missed.
- 21.3** One (1) delegate per hundred Union members or part thereof shall be granted time off not to exceed three (3) days to attend Regional or State Conventions with prior approval after making written request to the Superintendent.
- 21.4** Two (2) Executive Board members may attend the funeral of a Union member without loss of pay.

ARTICLE 22
SEVERANCE PAY

- 22.1** Two and one-half (2 ½) days accumulation each year which shall be paid in full to employees whose termination is for:
1. Permanent Disability or Illness.
 2. Retirement after fifty-eight (58) years of age by January 1st.
 3. After twenty-five (25) years of service regardless of age by January 1st.
 4. Accumulated severance pay shall be paid to the beneficiary of an employee whose death occurs during the course of employment, provided said employee has been employed for a period of ten (10) years.
- 22.2** All employees who retire from the Newport School Department will receive one hundred (\$100.00) dollars for every year they have worked for the Newport School Department in addition to the severance pay set out in Section 22.1.
- 22.3** For any employees hired after July 1, 2019, their total severance shall not exceed \$25,000.

ARTICLE 23
LIFE INSURANCE

- 23.1** All employees will be granted a \$50,000. Life Insurance Policy.

ARTICLE 24
HEALTH AND SAFETY

- 24.1** The School Department and the Union shall cooperate in the promotion and enforcement of safety rules and regulations.
- 24.2** Should an employee complain that his work requires him/her to be in unsafe or unhealthy situations, in violation of acceptable safety rules, the matter shall be considered immediately by representatives of the School Department.

ARTICLE 25
MEDICAL AND DENTAL COVERAGE
BLUE CROSS/BLUE SHIELD/DELTA DENTAL

- 25.1 a)** Except for current employees enrolled in a plan different than the plan set forth below (e.g. Blue Cross Classic and/or Blue Chip), all employees shall be eligible to receive an individual or family plan, as applicable, as their medical insurance the “Healthmate Coinsurance plan from Blue Cross with the \$500/\$1000 deductible plan including the following riders: (1). Organ transplant; (2). \$300 cap on Preferred Rx; (3). 12 Chiropractic visits; and (4). Student coverage to age 26 and (5) Delta Dental coverage that is presently in existence. The co-pay for PCP shall be \$15; all specialists \$25; urgent care \$50; and emergency room \$100.
- b)** Substantially equivalent health care coverage may be substituted with mutual consent of the Union and the School Committee. Consent shall not be unreasonably withheld. An individual member or members of the Union may accept, but will not be required to accept, different health insurance coverage if offered by the School Committee (e.g. Cafeteria plan).
- c)** Premium Cost share

*Any cost share shall be paid with pre-tax dollars to the extent allowed by law.

All employees hired prior to July 1, 2019 working 30 hours or more will pay a 16% cost share of premium for healthcare coverage.

Effective July 1, 2019, all new employees shall pay a 20% cost share of premium for healthcare coverage.

Cost share payment is payable through payroll deduction as an active employee or by direct payment if as a retiree.

- 25.2** Employees working thirty (30) hours or more per week shall receive all of the above benefits.
- 25.3** Employees who work twenty (20) hours or more but less than thirty (30) hours per week shall be required to pay one-half (½) of the elected health insurance premium.
- 25.4** Employees who work twenty (20) hours or more per week but less than 30 shall be required to pay one-half of the premium for Delta Dental.
- 25.5** It is agreed that two (2) members of the same family may not obtain double coverage in either plan when they are both in the bargaining unit.
- 25.6** The School Department agrees, however, to reimburse any such employee for any expenses incurred which would have been covered had the double coverage been in force. (Applicable to employees elected health insurance).
- 25.7** In the event two members of the same family within the bargaining unit select both the Blue Cross and a Health Maintenance Organization, the Committee has no obligation to reimburse for expenses not covered by double coverage in either plan.
- 25.8** Any employee may elect to drop either the elected health insurance or Delta Dental Coverage or both under this agreement by notifying the School Department in writing and signing a waiver before a witness acknowledging the election. All employees hired before July 1, 2015 who waive medical coverage, the waiver amount for family plan is \$3,500 and for an individual plan is \$1,000. Employees hired after July 1, 2015 shall not be eligible for the buyback.

Husbands and wives employed by the Newport School Department may elect that one employee be provided family plan coverage and the other employee may elect to receive the waiver amounts indicated above. Buy back payments shall be made in two equal payments payable on the 1st payroll of December and 1st payroll of June. Should the employee desire that coverage be reinstated, the employee must notify the School Department and shall receive coverage on the first of the month following notice to the extent allowed by the health insurance carrier. The buyback shall be pro-rated. The employee shall indemnify and hold harmless the

School Department for any injury received due to the lack of medical insurance coverage resulting from the execution of a waiver. New employees hired after July 1, 2015 shall not be eligible for the buyback as set forth above, however, this shall not apply to employees returning from long-term leave or layoff/recall status and shall not apply to any rebids for positions.

25.9 Extended Benefits:

- a) Effective as of this date the current Extended Benefit for lifetime health insurance will cease.
- b) Members who have more than 15 years of service as of July 1, 2012 and any person who submitted a notice of retirement by February 1, 2012 and will have 14 years of service as of July 1, 2012 will be eligible for the following health insurance coverage upon retirement:

Plan 65 with skilled nursing rider plus part D option I or part D option II. The two part D waiver options would include either a 20% cost of prescriptions or (\$7/\$25/\$40) cost. The plan 65 with the skilled nursing benefits will cover the deductibles under Medicare. The affected group of members qualifying for the Plan 65 coverage can select the part D option I or II.

- c) Members continuing on the Extended Benefits shall continue to contribute 5% of the premium cost of the health insurance the member has while employed in addition to the premium cost share set forth herein.

- d) Upon retirement a retiree eligible according to 25.9 (b) for the Plan 65 coverage shall pay the co share for the Plan plus 5% of the Plan 65 premium for the lifetime Extended Benefit.
- e) No one else will be eligible for medical benefits upon retirement except members who qualify under b) above and members who qualify for benefits as provided in Article 42. In no event will medical benefits be provided to a retired member after the member reaches age 65 except for those members who qualify under item 25.9 b) above, opt to take the coverage described above and pay the contribution in 25.9 c) above.
- f) Employees hired before July 1, 2007 who are waiving health insurance and had previously elected and desire to continue to be eligible for the Extended Health Care Benefit Plan and qualify to receive the Extended Health Care Benefit Plan according to 25.9 (b) will receive the buyback amounts in Section 25.8 of the cost of the medical coverage after subtracting the percent of cost share for the Extended Health Care Benefit Plan set forth in Section 42.5.
- g) Employees still eligible for Extended Health Care Benefit Plan in accordance with section 25.9 (b) may opt out of Extended Health Care Benefit Plan at any time during the contract. Employees who elect to no longer participate in the Extended Health Care Benefit Plan will be entitled to receive prior contributions made toward the Extended Health Care Benefit Plan together with any interest that may have been earned on same. All monies shall be reimbursed to such employee as soon as possible

following the employee's notification to the School Committee that the employee no longer wished to be part of the Extended Health Care Benefit Plan.

h) All employees hired before July 1, 2007 who do not participate in the Extended Health Care Benefit Plan and are not eligible to receive the extended health care benefit plan shall receive the below listed longevity payments added to their base pay.

1. Beginning 11th year of service through 14th year of service \$500 per year.
2. Beginning 15th year of service through 19th year of service \$700 per year.
3. Beginning 20th year of service through 24th year of service \$900 per year.
4. Beginning 25th year of service through 29th year of service \$1,100 per year.
5. Beginning 30th year of service \$1,300 per year.

Longevity represents: Years of service in Newport School Department.

Longevity shall be made available only to employees not participating in the Extended Health Care Benefit Plan.

The longevity provisions shall not apply to any employees hired July 1, 2007 or thereafter.

ARTICLE 26 **ON-THE-JOB INJURY**

26.1 As of July 1, 2019, during each period of incapacity due to an on the job accident or injury through no fault of the employee, a member's guaranteed full salary shall be for six months only. The employee is required to file for Workers Comp through the State of R.I., during which time the member must endorse and deliver to the school department all

workmen's compensation checks received by the member. Failure to endorse check(s) or payments received within five (5) business days of receipt to HR shall result in the member's full salary being withheld. After the initial six month period, the member shall receive only the Worker's Compensation rate required by law for the duration of the incapacity. Except as referenced in Section 11.8, there will be no loss in any other benefits due an employee while on workmen's compensation.

26.2 The School Department shall absorb any additional medical or hospitalization costs not covered by the health insurance program in force with respect to such on-the-job accidents or injuries.

26.3 Employees are eligible to purchase an AFLAC short term supplemental temporary disability insurance. Premiums to said plan shall be deducted from employee payroll. Newport Public Schools holds no financial responsibility for the short term supplemental plan.

ARTICLE 27

INCLEMENT WEATHER POLICY

27.1 The Superintendent may suspend work, without loss of pay, during extreme weather.

27.2 Clerical employees are not required to report for work at any time when schools are closed because of inclement weather or other emergency. On days that schools are closed early because of inclement weather or other emergency, such employees may be permitted to leave the building at the discretion of the Superintendent.

27.3 Para-educators who work twenty (20) or more hours per week shall be paid for the days they are called in and sent home early due to extreme weather conditions.

27.4 When schools open one hour late (delayed opening) because of inclement weather, all employees except custodians and plant engineers will also report one hour later than their normal reporting time.

27.5 For each day in which schools are closed due to inclement weather and staff is required to report to work, those staff members will be paid their contractual rate of pay for the full day and, in addition to the full day's pay, shall also receive one and one-half (1½) times their contractual rate for those hours actually worked, including distance learning days.

ARTICLE 28
SENIORITY

28.1 With the exception of the provisions in 28.9, it is hereby agreed that the parties hereto recognize that school department seniority shall govern with respect to all cases of days off, vacation time, holiday time, and recalls.

28.2 School Department Seniority is defined as the total length of service within the bargaining unit.

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

- (a) The employee is discharged for cause;
- (b) The employee terminates his employment voluntarily;
- (c) The employee fails to give notice within the seven (7) day period outlined in Section 28.7.

28.4 Whenever a reduction in work force becomes necessary in any class of position or in any school, employees will be laid off in the affected classification.

28.5 Employees shall be entitled to two (2) weeks' notice before layoff.

28.6 Except for the provisions of section 28.9, the employee made subject to layoff in a classification will bump an employee in that classification based on his/her School Department Seniority. If the employee cannot bump within the classification, the employee can then use school department seniority to bump in any classification, provided that it is mutually agreed that the employee possesses the appropriate base-level job qualifications required for that position and can perform the duties of the job bumped without training and satisfactory performance is demonstrated within thirty (30) working days of taking the position. If the employee is determined to be unqualified the employee will be allowed to continue exercising his or her bumping rights. A joint committee comprised of two people from the union and two from the administration will review the qualifications in situations where there are questions of whether or not an individual has the appropriate base-level qualifications. The intent is to balance opportunities for alternative assignments with the need to ensure safe and effective operations. Where a classification is removed or if the last person in the classification is removed – people then have the right to bump into other positions based on school department seniority. Any employee bumped shall return to his/her original position if the employee who bumped them does not pass the trial period, i.e., if A bumps B and A does not pass the trial period, B returns to their position while A continues the bumping process.

28.7 Employees subject to recall shall be notified of recall by the Superintendent by certified mail, return receipt requested, to the employee's last known mailing address. Said notice shall set forth that acceptance by employee shall be by certified mail, return receipt requested. A copy of such recall letter shall be given to the Union. The employee shall have seven (7) calendar days subsequent to the post date of the Employer's receipt of

sending in which to notify the Superintendent that he/she will return to work. Said employee shall notify the Employer of acceptance by certified mail, return receipt requested or by notifying the Superintendent or his/her designee in person.

In the event of a vacancy, prior to said vacancy being posted for bid, the School Department shall notify the employee subject to recall, within their classification, of the existence of said vacancy in accordance with their seniority. Said vacancy shall only be posted for bid if the recall list is exhausted within their classification or if no other employees are available for recall within that classification.

28.8 School Department Seniority within class shall govern with respect to lateral transfers, shifts and assignments except for the language in section 28.9

28.9 In accordance with the Basic Education Plan “BEP”, all para educator positions shall be determined in accordance with the ability of the employee to fulfill a job description for the position and on the specific needs of the students, based on a successful interview, specific experience, evaluations, qualifications, and the ability of the applicant as determined by a committee of the President of Local 841 or designee, one (1) para educator, the Director of Human Resources, and the Director of Student Services. In the case of a tie, seniority shall be the deciding factor. All bargaining unit para educators who meet the qualifications for a vacant position shall be placed before a new employee is hired.

ARTICLE 29
POSTING OF VACANCIES

- 29.1** Selection for promotion, transfer or assignment to a more desirable job within the bargaining unit shall be based on School Department seniority and job qualifications (except instructional positions, see 28.9)
- Such job shall be posted within fourteen (14) days of their occurrence for period of at least seven (7) days and filled within thirty (30) days of the date of the original posting.
- 29.2** Except for the language in section 28.9, employees shall be allowed to transfer to a position within their class of position based on seniority. After said transfer, the remaining vacant position shall be posted in accordance with the above mentioned. All vacancies in the Para Educator classification will be posted and filled by the Superintendent or designee, in accordance with the collective Bargaining Agreement except transfers. Transfers within the Para Educator classification will be allowed in June, if possible, before the School Year begins. The parties may allow transfers within the Para Educator classification at other times during the School Year if mutually agreeable.
- 29.3** Any vacancy that the School Committee does not intend to fill, said Committee must notify the Union of its intent in writing thereof and the reasons therefore.
- 29.4** In the event that a posted vacancy is not bid on by employees within the bargaining unit, then the Employer may advertise and fill said position from outside the bargaining unit.
- 29.5** All transfers from the schools to the administration office shall be based on office experience, sufficient computer skills and requirements of the job description.

ARTICLE 30
NEW EMPLOYEES

30.1 New employees shall be considered probationary employees for a period of one year (12 months) from their date of hire. Upon satisfactory completion of this probationary period, the employee shall be placed on the seniority roster, and the effective date of the seniority shall be the date of hire. Successful completion shall be in the sole discretion of the Administration and shall not be grievable or arbitrable in any respect.

ARTICLE 31
DISCHARGE AND DISCIPLINE

- 31.1** The Employer or its agent, the Superintendent, shall have the unquestioned right to discharge any new employee during said employee's probationary period of one year (12) months.
- 31.2** To avoid arbitrary firings, when a department head is not satisfied with the work performance of an employee, the employee shall be counseled in the presence of a Union Representative in order to help improve the employee's performance of work.
- 31.3** With respect to the employees who have established their seniority, discharge or discipline of any such employee may be made only for just cause and in accordance with the following provisions:
- 31.4** All charges against an employee pertaining to discharge shall be made in writing and signed by the person making the same, one copy of such charge shall be filed with the Superintendent of Schools, one copy with the Union and the third copy with the employee against whom the charges have been made.

- 31.5 In the event the Superintendent of Schools suspends, disciplines, or discharges any employee as a result of such charges, the Local Union President shall immediately be notified in writing and the matter shall immediately be referred to the third step of the grievance procedure.
- 31.6 No hearing shall be public except by mutual agreement of the Employer, the Union and the employee involved.
- 31.7 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.
- 31.8 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 immediately furnished to the Union and to the employee involved by registered mail, return receipt requested.
- 31.9 If at this point the employee is exonerated, he or she will be restored to service without prejudice and shall be compensated for any loss caused by such suspension or discharge.
- 31.10 In the event the Union feels that the decision of the Committee is an improper one, it shall have the right to refer the matter to arbitration.

ARTICLE 32
GRIEVANCE PROCEDURE

- 32.1 Whenever a grievance, dispute or difference shall arise between the Employer and the Union and/or any employee or group of employees, the matter shall be handled in accordance with the following procedure and shall be in writing:

STEP 1: A grievance shall be reduced to writing and presented by the Union to the employee's immediate supervisor, who shall respond in writing within forty-eight (48) hours (exclusive of Saturday and Sunday).

STEP 2: If the grievance is not resolved according to Step 1 above, within one (1) week of the Supervisor's response, the aggrieved employee and the Union shall submit the grievance to the Superintendent of Schools or designee. The Superintendent or designee shall meet within one week of the Union's request, at a time mutually convenient to both parties. The Superintendent or designee shall render a written decision to the Union within five (5) 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 one (1) week following a decision at Step 2 to request a hearing before the School Committee. The School Committee shall meet within ten (10) work days of the Union's request, at a time mutually convenient to both parties. The School Committee shall render a decision in writing within five (5) calendar days after the termination of the hearing. A copy of such decision shall be immediately furnished to the Union, and to the employee (s) involved by Registered Mail, Return Receipt Requested. It is agreed that all time frames may be extended by mutual agreement.

32.2 It is further agreed that grievances which are of an emergency nature shall be processed immediately without regard to any formal meeting dates set up under this article.

32.3 Notwithstanding the foregoing, the parties may meet and attempt to adjust any grievance on an informal basis before a written grievance is filed.

ARTICLE 33
ARBITRATION

- 33.1** If the grievance, dispute or difference is still unsettled, either party may, within twenty (20) days after the reply of the School Committee is due, by written notice to the other, request arbitration.
- 33.2** The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the American Arbitration Association shall be requested by either or both parties to provide an arbitrator.
- 33.3** The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall issue a decision within thirty (30) days after the conclusion of testimony and argument.
- 33.4** Expenses for the arbitrator's service and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

ARTICLE 34
INCLEMENT WEATHER CLOTHING

- 34.1** The Newport School Department will provide necessary safety and foul weather gear for those Maintenance and Custodial Personnel required to work outside in inclement weather conditions. Such gear shall remain the property of the Newport School Department.

ARTICLE 35
LOUNGE FACILITIES

- 35.1 All lounge and lavatory facilities shall be available to certified and support staff personnel.

ARTICLE 36
NON-PERFORMANCE OF BARGAINING UNIT WORK

- 36.1 No one outside the bargaining unit shall perform work normally done by those within the bargaining unit, except in emergency cases. Special projects may be performed by a School Improvement Team or designee, by mutual consent from the Superintendent and the Union.

ARTICLE 37
WORK IN A HIGHER CLASS

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

ARTICLE 38
TAX SHELTERS

- 38.1 Employees shall be eligible to participate in a "Tax Shelter" annuity plan established pursuant to United States Law #87-370. Contributions to said plan shall be deducted from payroll, if possible.

ARTICLE 39
EDUCATIONAL OPPORTUNITIES

- 39.1** There is a strong mutual agreement between the Union and the School Department on the importance of professional development within the bargaining unit. The School Department shall reimburse employees for pre-approved School Department related courses taken at an accredited institution. The employee must receive a passing grade of B or better or a Pass in a Pass/Fail grade scheme, the School Department shall reimburse employees for the cost of the course, registration fees and books upon furnishing evidence of satisfactory completion of the course. The School Department shall also reimburse employees who attend job related seminars, courses, programs, training seminars or testing that have been pre-approved by the Superintendent or his/her designee within 10 business days. The maximum amount that the School Department shall reimburse shall be \$10,000 each year for the entire bargaining unit. Any such classes must be in alignment with the District's educational mission and goals as determined by the Superintendent of Schools. In the event that the professional development has not been pre-approved, the employee shall not be eligible for any reimbursement. All courses must be taken at the end of the employee's regular work day.
- 39.2** All employees will be compensated at their regular rate of pay and the cost of required materials should the Superintendent require training.

ARTICLE 40
NO STRIKE/NO LOCKOUT

- 40.1** The Union 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 Union be held liable for any unauthorized acts of its membership.

ARTICLE 41
RETIREMENT

41.1 All employees covered in this agreement will be covered by retirement according to State law.

ARTICLE 42
EARLY RETIREMENT INCENTIVE PROGRAM

42.1 Personnel interested in the program must notify the Superintendent of Schools, in writing, on or before February 1, of a given school year. Personnel entering the program will begin the program on the following July 1.

42.2 The program of early retirement is voluntary. No coercion direct or indirect, will be utilized by any member of the school administration.

42.3 In order to take advantage of the Early Retirement Incentive Program, a support staff employee must meet the following criteria:

a. The person must be currently eligible to receive benefits in the Employee Retirement System of Rhode Island “ERSRI”.

b. The person must have been employed with the Newport School Department for ten (10) years. Employees hired after July 1, 2019, must have been employed with the Newport School Department for twenty (20) years.

Members who meet the above criteria will receive the health insurance in effect in this contract, at the co-share paid at the time of their retirement, until age 65.

42.4 Any support staff employees selecting the Early Retirement Incentive Program may be offered up to the maximum days allowed by the state per year, depending on school department needs.

42.5 Benefits for support staff personnel selecting the early retirement program would be as follows:

1. Until age 65 and not thereafter, employees who qualify shall receive the health insurance in effect in this contract.
2. Retirees covered under this plan will pay any current co-pay of the annual premium to be paid at the time of their retirement, said payment to be made annually on or before July 1st.
 - (a) The member would be eligible to receive the paid medical insurance plan and dental plan in effect with Council 94 and also receive the paid life insurance plan until age 65.
 - (b) Any medical benefit co-payments and above agreed upon contractual benefits shall not be changed for employees after the date of retirement.
 - (c) Any employee who is eligible to receive extended benefits in accordance with Article 25.9 will pay the copayment at the time of their retirement plus the additional 5%
3. Salary for any work performed by support staff personnel would be the same as the current hourly contractual rate of pay in effect at the time of assignment for the assigned position.

ARTICLE 43
JOB EVALUATION COMMITTEE

43.1 The School Department and the Union agree to the formation of a committee composed of four (4) members, with two (2) selected by the Union and two (2) selected by the School Department. This committee by agreement shall appoint a fifth neutral member who shall be used only if the four member committee reaches an impasse on any issue before them. The committee shall meet every six months in the months of July and January. This committee shall be responsible for evaluating existing jobs in the event of a change in duties, responsibilities or skill requirements and shall be responsible for the slotting of any new positions that are added to the bargaining unit in the future. The committee shall meet to evaluate these new positions as needed. If the committee finds that there has been a change in duties, responsibilities or skill requirements then said committee shall be responsible for placing the job in the appropriate pay grade and classification.

ARTICLE 44
CLASSIFICATION PLAN AND PAY RATES

44.1 In this agreement and made part of it as Appendix A shall be established a classification and pay plan. It shall list all positions covered by this agreement by title along with the wages for each position.

44.2 Previous full time clerical or custodial experience in the School Department shall be computed for proper step placement, as well as toward longevity.

44.3 Para Educators who accept summer positions with the School Department shall be paid at the rate of twenty-five (\$25.00) dollars per hour for whatever position is being filled.

- 44.4 All new employees hired shall be placed at Step 1 of the appropriate pay grade for their classification. This does not include summer employment.
- 44.5 Pay step increases will be every July 1. A pay schedule effective for the new fiscal year will be issued to all employees no later than July 1 each year. All school department employees shall be paid on the same day.
- 44.6 All employees must sign up for direct deposit for their salary payments. No checks shall be issued.
- 44.7 In the event that the position of Student Engagement Facilitator or Building Engagement Facilitator are made into permanent positions within the Newport School Department, the Superintendent of Schools and the President of the Local shall meet to discuss adding said positions into the Union as permanent bargaining unit positions.

ARTICLE 45
CATASTROPHIC ILLNESS LEAVE

- 45.1 Catastrophic illness shall be defined as an illness that is life threatening.
- 45.2 A leave of absence without pay for a period of up to one calendar year may be granted to any employee upon application for the purpose of providing care for a member of the immediate family (parents, spouse, children) or other members of the employee's immediate household, provided that the other member has lived within the household for a period of at least six (6) consecutive months prior to the application for such leave. Application for this leave shall be made to the Superintendent of Schools.
- 45.3 To support an application for catastrophic illness leave, an employee shall provide a physician's letter delineating the medical condition of the family member requiring the care. To support an application for the continuance of catastrophic leave, the employee

shall provide a physician's letter when requested by the Superintendent, delineating the current medical condition of the family member requiring the care within two weeks of the receipt of the request by the employee. The School Department shall have the right to continue the leave on the basis of the physician's letter (s). Failure to submit the physician's letter within two weeks of request, may constitute grounds for the termination of catastrophic leave granted hereunder unless there are extenuating circumstances. The Superintendent may grant a waiver or extension of the two week deadline for good cause.

45.4 The employee shall have the right of appeal to the School Committee if the request for leave or extension of leave is denied. If denied, the employee will be allowed to take said leave while the grievance is pending, provided, however, that if the grievant is unsuccessful, the School Department shall recover, through payroll deductions, the cost of medical, dental and life insurance. Such deductions shall not exceed one (1) day's pay per day period.

45.5 The employee shall receive medical, dental, and life insurance as set forth in the contract for a period of one (1) year or the length of the leave, whichever comes first. Catastrophic illness leave shall not be awarded until all other available leaves (vacation, sick and personal leave) have been exhausted.

ARTICLE 46 **PERSONNEL RECORDS**

46.1 Each employee will have an official personnel record. Each record shall contain copies of personnel transactions, official correspondence with the employee and other relevant documents.

46.2 Anonymous material will not be placed in the employee's personnel record.

Additions or changes to an employee's personnel file will be promptly brought to the employee's attention. The contents of an employee's personnel file shall be disclosed to the employee upon the employee's written request.

ARTICLE 47
TESTING

47.1 Testing for all clerical/administrative bargaining unit positions will be given as needed determined by the Superintendent or his/her designee. All bargaining unit members are eligible to take these tests. The Department will also test at the time of posting of a specific Clerical/Administrative, or Technology Technician Specialist position. All tests will be established by the Superintendent or his/her designee subject to reasonable input from the Union. If the employee does not pass the first time, there will be one (1) makeup test within ten (10) working days. A passing grade is good for three (3) years. Employees in that class do not have to retake the test once they have passed.

ARTICLE 48
MISCELLANEOUS

48.1 All maintenance and custodial staff shall be required to wear Newport School Department shirts during their working hours. The Newport School Department shall provide up to ten (10) shirts total to each employee. Employees shall have the ability to choose from t-shirts, polos, or sweatshirts of any style that has been pre-approved by the Newport School Department.


ARTICLE 49
TERMINATION

49.1 The Employer and the Union shall implement the policy objectives herein so as to become effective July 1, 2023 and these policies shall remain in effect for the fiscal year ending June 30, 2026 and shall be automatically renewed yearly thereafter, unless either party shall give written notice to the other party at least sixty (60) days before any subsequent anniversary date that it desires to negotiate, amend or modify any or all articles or sections of this agreement.

49.2 In the event such notice shall be given, articles or sections so stated shall be terminated as of the beginning of the subsequent fiscal year. All other articles or sections not under negotiation shall remain in full force and effect.

IN WITNESS WHEREOF, the parties named herein have hereunto set their hands and seals this 15th day of February, 2024.

**FOR R.I. COUNCIL 94, AFSCME
AFL-CIO, ON BEHALF OF LOCAL 841
NEWPORT SCHOOL EMPLOYEES**



Eileen Rearick
President, Local 841
RI Council 94, AFSCME, AFL-CIO

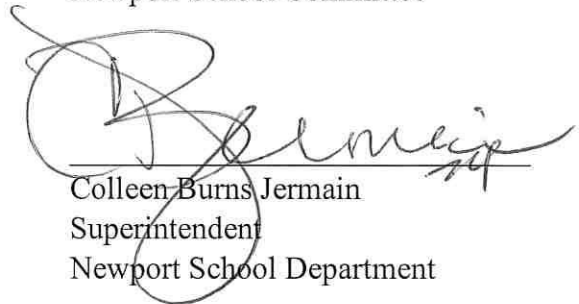


Silvio Napolitano IV, Esq.
Attorney/Sr. Staff Representative
RI Council 94, AFSCME, AFL-CIO

**FOR THE NEWPORT, R.I.
SCHOOL COMMITTEE**



Rebecca Bolan
Chairperson
Newport School Committee



Colleen Burns Jermain
Superintendent
Newport School Department

APPENDIX A

Pay Grade Classifications

<u>Position</u>	<u>Pay Grade</u>
Certified Occupational Therapist Assistant (COTA)	10
Secretary	10
Registered Behavior Technician (RBT)	9
Clerk Typist – RHS & TMS Guidance, RHS, NACTC, OSS	8
Plant Engineer	8
Certified Nursing Assistant (CNA)	7
Clerk Typist – PELL, TMS, RHS & TMS Dean	7
Para Educator Screener	6
Registration Clerk	6
Para Educator Instructional	5
Para Educators, Technical Assistants	5
Translator/Interpreter	5
Custodian	3
Special Education Bus Aide	1

**APPENDIX B – HOURLY PAYSCALE
(PARA-EDUCATORS APPENDIX C)**

July 1, 2023 - June 30, 2024 (3%)

STEP	PAYGRADE									
	1	2	3	4	5	6	7	8	9	10
1	\$20.00	\$20.54	\$21.02	\$21.53	\$22.09	\$22.58	\$23.11	\$23.66	\$24.15	\$24.68
2	\$20.69	\$21.18	\$21.75	\$22.29	\$22.87	\$23.39	\$24.00	\$24.47	\$25.00	\$25.56
3	\$21.40	\$21.99	\$22.50	\$23.00	\$23.66	\$24.15	\$24.77	\$25.33	\$25.86	\$26.42
4	\$22.10	\$22.66	\$23.27	\$23.82	\$24.39	\$24.99	\$25.56	\$26.15	\$26.75	\$27.34
5	\$22.84	\$23.39	\$24.03	\$24.63	\$25.18	\$25.76	\$26.36	\$26.96	\$27.56	\$28.13
6	\$23.53	\$24.11	\$24.77	\$25.37	\$25.99	\$26.56	\$27.21	\$27.84	\$28.44	\$29.07

* All wages shall be retroactive to July 1, 2023.

July 1, 2024 - June 30, 2025 (3%)

STEP	PAYGRADE									
	1	2	3	4	5	6	7	8	9	10
1	\$20.60	\$21.15	\$21.65	\$22.17	\$22.76	\$23.25	\$23.81	\$24.37	\$24.88	\$25.42
2	\$21.31	\$21.81	\$22.41	\$22.96	\$23.55	\$24.09	\$24.72	\$25.21	\$25.75	\$26.33
3	\$22.05	\$22.65	\$23.17	\$23.69	\$24.37	\$24.88	\$25.51	\$26.09	\$26.64	\$27.21
4	\$22.77	\$23.34	\$23.97	\$24.54	\$25.12	\$25.74	\$26.33	\$26.94	\$27.55	\$28.16
5	\$23.52	\$24.09	\$24.75	\$25.37	\$25.94	\$26.53	\$27.15	\$27.76	\$28.39	\$28.97
6	\$24.23	\$24.84	\$25.51	\$26.13	\$26.77	\$27.36	\$28.03	\$28.68	\$29.29	\$29.94

July 1, 2025 - June 30, 2026 (3%)

STEP	PAYGRADE									
	1	2	3	4	5	6	7	8	9	10
1	\$21.22	\$21.79	\$22.30	\$22.84	\$23.44	\$23.95	\$24.52	\$25.10	\$25.62	\$26.18
2	\$21.95	\$22.47	\$23.08	\$23.65	\$24.26	\$24.82	\$25.46	\$25.96	\$26.52	\$27.12
3	\$22.71	\$23.33	\$23.87	\$24.40	\$25.10	\$25.62	\$26.28	\$26.87	\$27.44	\$28.03
4	\$23.45	\$24.04	\$24.68	\$25.27	\$25.88	\$26.51	\$27.12	\$27.74	\$28.38	\$29.00
5	\$24.23	\$24.82	\$25.49	\$26.13	\$26.72	\$27.33	\$27.96	\$28.60	\$29.24	\$29.84
6	\$24.96	\$25.58	\$26.28	\$26.91	\$27.57	\$28.18	\$28.87	\$29.54	\$30.17	\$30.84
7	\$25.21	\$25.84	\$26.54	\$27.18	\$27.85	\$28.46	\$29.16	\$29.83	\$30.47	\$31.15
8	\$25.46	\$26.09	\$26.81	\$27.45	\$28.12	\$28.75	\$29.45	\$30.13	\$30.78	\$31.46
9	\$25.71	\$26.36	\$27.08	\$27.73	\$28.40	\$29.04	\$29.74	\$30.43	\$31.08	\$31.77
10	\$25.97	\$26.62	\$27.35	\$28.01	\$28.69	\$29.33	\$30.04	\$30.74	\$31.40	\$32.09

* Employees who have been in Step 6 for more than twelve (12) months shall move immediately to Step 7 and shall move to each subsequent step every year thereafter.

** Employees who have entered Step 6 within the last twelve (12) months shall wait until his/her anniversary date before moving to Step 7 and shall move to each subsequent step every year thereafter.

APPENDIX C – HOURLY PAYSCALE
(PARA-EDUCATORS)

July 1, 2023 - June 30, 2024 (3%)

STEP	PAYGRADE	
		5
1		\$22.40
2		\$23.14
3		\$23.94
4		\$24.67
5		\$25.46
6		\$26.27

* All wages shall be retroactive to July 1, 2023.

July 1, 2024 - June 30, 2025 (3%)

STEP	PAYGRADE	
		5
1		\$23.07
2		\$23.84
3		\$24.66
4		\$25.41
5		\$26.23
6		\$27.05

July 1, 2025 - June 30, 2026 (3%)

STEP	PAYGRADE	
		5
1		\$23.77
2		\$24.55
3		\$25.39
4		\$26.17
5		\$27.01
6		\$27.86
7		\$28.14
8		\$28.42
9		\$28.71
10		\$29.00

* Employees who have been in Step 6 for more than twelve (12) months shall move immediately to Step 7 and shall move to each subsequent step every year thereafter.

** Employees who have entered Step 6 within the last twelve (12) months shall wait until his/her anniversary date before moving to Step 7 and shall move to each subsequent step every year thereafter.

STIPULATED AGREEMENT

The parties hereto, the Newport School Department and AFSCME Local 841, agree to the following terms for the use of Temporary Special Education Aides.

1. Temporary Special Education aides can be hired by the Director of Administrative Services as deemed necessary by the Director of Special Education to provide for the needs for children. After a period of thirty (30) days, should it be determined that the aide position is necessary on a permanent basis, the position will be posted and filled immediately in accordance with the Collective Bargaining Agreement. If the position is not determined to be necessary, the temporary aide will be released on the 31st day.
2. No temporary aid or aides can work more than thirty (30) days in the same position unless mutually agreed upon by the parties. There will be no compounding of aides or daily assignments beyond thirty (30) days for any one child or thirty (30) days for any assignment(s) unless mutually agreed upon by the parties.
3. The School Department will be responsible for notifying the Union at the close of each quarter of any aides used as temporary on a "fill-in" basis or in a new unfilled position. The notification will include the names, dates of hire, and dates used for all temporary aides.
4. Substitutes for appointed positions are exclusive of this agreement.
5. This agreement can only be changed or amended by mutual agreement of the parties in writing.
6. This agreement can be rescinded by either party with a two (2) week notice in writing. If rescinded, the parties will rely on the present language of the Collective Bargaining Agreement for the use of non-bargaining unit personnel doing bargaining unit work.

For the Union

For the School Department

Date: 11/28/95

Date: 11/21/95