

CONTRACT

by and between

BARRINGTON SCHOOL COMMITTEE

and the

**BARRINGTON EDUCATIONAL SUPPORT
STAFF TEAM/NEARI/NEA**

JULY 1, 2023 - JUNE 30, 2026

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PREAMBLE

This Agreement is made and entered into this ____ day of _____, 2023, between the Barrington School Committee (hereinafter called the Committee or the Employer) and the Barrington Educational Support Staff Team/NEARI/NEA (hereinafter called BEST). This Agreement will be effective as of July 1, 2023 and will continue and remain in full force and effect until midnight on June 30, 2026.

WITNESSETH

It being the mutual desire of the parties to continue to promote cooperation and harmony and to formulate rules to govern the relationship between the Committee and BEST, the parties agree as follows:

ARTICLE 1

RECOGNITION AND BEST SECURITY

1.1: Bargaining Unit. The Committee recognizes BEST as the exclusive representative for purposes of collective bargaining of all secretaries, clerks, assistants, and bus drivers as certified by the Rhode Island State Labor Relations Board in Case No. EE-3340 (hereinafter called employees), employed by the Barrington School System.

1.2: Representatives. Both parties reserve the right to be represented through their designated representative(s). Each party will provide the other with a list of officers and representatives and will keep such a list up to date.

1.3: No discrimination. The provisions of this Agreement as well as School Committee policy, shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, sexual orientation, gender identity or expression, marital status, race, color, creed, handicap, national origin or political affiliation. BEST shall share equally with the employer the responsibility for applying this provision of the agreement.

1.4: BEST Activities. No employee will engage in activities on behalf of BEST during the workday which will unreasonably interfere with the proper performance of their duties.

1.5: Bulletin Boards; Use of Buildings. The Committee will allow BEST use of bulletin board space. The Union will be permitted to use school buildings with proper advanced notice to the Superintendent of Schools and subject to building availability. The Union agrees that it will pay any custodial charge if a custodian is not normally on duty.

1.6: Part-Time & Temporary Employees. This Agreement shall not cover, or apply to, part-time or temporary employees. A part-time employee is any employee who works less than fifteen (15) hours per week and a temporary employee is any employee who is hired to assist staff at peak times during the year, to work on special projects or replace bargaining unit employees on leave.

1.7: School Committee Agendas. The President of the Union will be furnished a copy of the agenda of every School Committee meeting on or before the day prior to each meeting.

1.8: Pay for Grievance Meetings, etc. There shall be no loss of pay incurred by the Union's local officials in grievance, negotiations or hearings in connection with representing Union members. This provision is limited to those members directly involved in the meeting or hearing. In the case of hearings not related to grievance or negotiations, the union will be limited to up to three employees in pay status.

1.9: The Superintendent will meet with the President of the Union when appropriate at the mutual convenience of both parties.

ARTICLE 2

RIGHTS OF BEST

2.1: Membership in BEST shall be determined by each individual employee. Members of BEST shall pay dues, fees, and assessments as determined by BEST.

2.2: The School Committee agrees to deduct dues to be paid to BEST from the salaries and/or wages of those persons who are members of BEST (hereafter "Members"), provided that each such Member individually and voluntarily authorizes the Committee to do so in writing. A copy of each such written authorization shall be maintained in the personnel file of each Member. BEST will notify the Administration thirty (30) days prior to any change in the dues amount to be deducted from a Member's salary and/or wages. The Administration will discontinue such deductions if notified by BEST in writing. In the event that the Administration receives such notification from the employee directly, it shall discontinue deductions and refer the employee to BEST. BEST is fully responsible for any objection by the employee regarding their dues, fees, and assessments.

2.3: The Committee recognizes BEST's ability to increase dues, fees, and assessments lawfully and in accordance with its Constitution and By-Laws, and upon written representation by BEST that dues, fees, and assessments have been lawfully increased and in accordance with its Constitution and By-Laws, the Employer agrees to adjust the amount of the deduction accordingly, provided that such an adjustment is consistent with the authorization of the employee that is required by law.

2.4: The appointing authority for the Committee or designee shall give written notice to the Treasurer and President of BEST of all new employees within the bargaining unit positions who become eligible for membership in the local. Said notice shall be given within 30 days of hire and shall include the employee's name, address, and date of hire.

2.5: BEST shall indemnify and hold harmless the School Committee against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and for any and all legal costs that may arise out of or by reason of action taken or not taken by the School Committee in complying with the provisions of Article 2. If an improper deduction or failure to make such deduction occurs, BEST shall deal directly with its Member to make whatever refund or deduction the Member and BEST deem just.

ARTICLE 3

MANAGEMENT RIGHTS

3.1: Except as expressly limited by the provisions of this Agreement, the Committee retains the rights which preexisted the certification of BEST and the execution of this Agreement, including, without limiting the foregoing, the right to: manage the operations of the system and direct the working force; hire employees of its own selection (subject to bidding rights under other provisions of this Agreement); discipline, suspend and discharge employees for just cause; lay off employees, and post and require employees to observe reasonable rules and regulations.

3.2: Subcontracting, Use of Nonbargaining Unit Personnel. The Employer agrees that it will not exercise its right to subcontract bargaining unit work and to assign bargaining unit work to nonbargaining unit personnel if to do so would result in the lay-off of bargaining unit members; provided, however, that the employer reserves the unqualified right to subcontract bus services but agrees to continue to employ bus drivers in another position.

3.3: Changing Job Duties. The Committee has the right to create new jobs, modify job duties of existing jobs and/or introduce new equipment for the performance of those duties subject only to the union's right to grieve and arbitrate the rate for any job which is substantially changed or the rate for any new job. BEST shall be notified of a job duty change five (5) workdays in advance of implementation.

3.4: Job Descriptions. There shall be a job description for each position identified in Article 6 Section 1. BEST shall be given a copy of all current job descriptions and shall have five (5) workdays in advance of implementation to review and comment on any new or modified job descriptions.

3.5: Changes in Work Hours. Due to Changes in School Schedules or Population, the Committee reserves the right to modify the times when Employees are required to report to work and leave work whenever, in its judgment, it is necessary to do so to accommodate changes in the schedules for the school day or year or changes in the nature of the student population. This right includes the right to modify work hours in order to accommodate double sessions.

3.6: Relocation of Employees Due to Reorganization. Whenever, in its discretion, the School Committee decides to open new schools, close schools, or consolidate classes and/or students in existing schools, the Committee will have the right to relocate employees subject to Article 6 Section 13 of this Agreement.

3.7: Temporary Employees. The Committee reserves the right to employ temporary employees, as defined in this Agreement.

3.8: Overtime. The Committee reserves the right to assign reasonable amounts of overtime to employees subject to Article 15 Section 3 of this Agreement.

3.9: Employee Rights. Except as expressly limited by this agreement, employees covered by this Agreement shall have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist employee organizations, to hold office in and participate in the management of BEST, to act in the capacity of BEST representative, and to engage in other lawful BEST and concerted activities for the purposes of collective bargaining or other mutual aid or protection.

3.10: Freedom from Interference. Except as expressly limited by this Agreement, in the exercise of these rights, all employees covered by this Agreement shall be free from any and all interference, restraint, and coercion, and such employees shall be protected against unlawful discrimination in regard to conditions of employment.

ARTICLE 4

PROBATIONARY PERIOD

4.1: Duration of Probationary Period. Newly hired employees shall be considered probationary for a period of ninety (90) calendar days from the date of employment. With prior consent of BEST, the Committee may extend the probationary period for individual employees for up to an additional thirty (30) calendar days. During the probationary period employees shall be entitled to receive benefits and must authorize biweekly deduction of union dues immediately.

4.2: Termination During Probationary Period. During or at the end of the probationary period, the Committee may discharge any such employee at will and such discharge shall not be subject to the Grievance and Arbitration provisions of this Agreement.

ARTICLE 5

GRIEVANCE PROCEDURE

5.1: Definition. A grievance is any claim, complaint or dispute arising out of the interpretation or application of the terms of this Agreement; or any claim that discipline was not for just cause; or any dispute that the School Committee policies, rules and regulations conflict with any of the terms of this Agreement. Grievances may be initiated by individual members or by the BEST/NEA on behalf of a group of members as provided in Article 5 Section 3.

5.2: Grievance Procedure. The following procedure shall apply for the presentation and disposition of all grievances.

LEVEL 1. - A building based employee shall first discuss the grievance informally with their building principal and a district based employee shall discuss the grievance informally with the Director of Human Resources. If the issue is not resolved informally, it may be presented to the principal/Director as a formal grievance in writing. A Level 1 grievance is not deemed filed until placed in writing. The principal/Director shall respond in writing to the employee and their representative, or BEST in the case of a general grievance, within five (5) days of the presentation of the written grievance.

LEVEL 2. - In the event a satisfactory settlement is not reached following the fifth (5th) day as provided for in Level 1, an aggrieved employee or their representative, or BEST in the case of a general grievance, may, within five (5) additional working days, present the grievance to the Superintendent. The Superintendent shall grant a hearing to the aggrieved and/or their representative within five (5) working days of the presentation and return their written disposition within five (5) working days after the hearing.

LEVEL 3. - In the event a satisfactory settlement is not reached following the fifth (5th) working day after the hearing, as provided for in Level 2, an employee and their representative or BEST in the case of a general grievance, may, within five (5) additional working days present the grievance to School Committee. The School Committee shall grant a hearing to the aggrieved employee, or BEST in the case of a general grievance within ten (10) working days of the presentation to the School Committee. The School Committee shall render within ten (10) working days of such hearing a written disposition to the aggrieved employee and their representative or BEST in the case of a general grievance.

LEVEL 4. - All grievances which are not disposed of in levels 1, 2, and 3 shall, if demanded in writing within thirty (30) calendar days after the answer of Level 3, be disposed of by arbitration in the following manner:

1. The grieving party shall, after so notifying the committee, refer the issue to the American Arbitration Association.
2. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules.
3. The arbitrator shall not be empowered to make any decisions amending, modifying, adding to or subtracting from the provisions of this Agreement.
4. The Committee and BEST shall share equally the compensation and the expenses of the arbitrator.

5.3: Initiation of Grievances. A grievance must be initiated within twenty (20) working days of the occurrence of the cause for complaint or if neither the aggrieved employee nor BEST had knowledge of said occurrence at the time of its happening, then within twenty (20) working days of when either the aggrieved employee or BEST knew, or should have known, of said occurrence. Any grievance not filed or appealed to a higher level within the time limits provided for in this Agreement, shall be conclusively waived by reason of failure to process within the time limits provided.

5.4: Attendance at Meetings. When it is necessary for a BEST representative and aggrieved employee to attend a grievance meeting or hearing during their normally scheduled work hours, they shall, upon notice to their supervisor, be released without loss of pay for the time required to attend the grievance meeting or hearing.

5.5: Failure to Answer Grievances. Failure of the Employer to answer a grievance at any step shall not be deemed acquiescence to or acceptance of the grievance. In such cases, the grievance may be processed to the next step in the grievance procedure.

5.6: Time Limits. All time limits in this grievance and arbitration procedure are of the essence and may be waived only in writing, signed by authorized representatives of the Employer and BEST. The phrase "working days," as used in this Article, is exclusive of weekends and holidays.

5.7: Discharge and Discipline Arbitrations.

1. Standard of Proof - The Employer has the burden of proof in all cases of discipline, including discipline for acts or omissions of a criminal nature. In all such cases, the standard of proof shall be a preponderance of the evidence.
2. Technicalities - The Employer may modify the reasons given for discipline up to, and including, its written answer in the last grievance step before arbitration.
3. Back Pay - No arbitrator shall have the authority to award back pay prior to the date when the grievance was filed, and any award of back pay shall be reduced by interim earnings and unemployment benefits earned or received by the grievant. Back pay shall be limited to straight time paid for the grievant's regularly scheduled hours of work.

ARTICLE 6

SENIORITY, BIDDING, AND TRANSFERS

6.1: Seniority. Seniority shall be defined as length of time an employee has worked continuously in one of the following Classifications:

CLASSIFICATION 1

Payroll Clerk
Accounts Payable Clerk
Sec. to Director of Curriculum and Instruction
Sec. to High School Principal
Sec. High School Guidance

CLASSIFICATION 2

Sec. Director of Pupil Personnel
Sec. Elementary Principals
Sec. Middle School Principal
Admin. Clerks

CLASSIFICATION 3

Guidance Clerk (12 months), General Office Clerk (12 months)
Guidance Clerk (10 months), General Office Clerks (10 months)

CLASSIFICATION 4

Teacher Assistant - Regular Instruction
Library Assistant

CLASSIFICATION 5

Teacher Assistant Special Education Level 2
Teacher Assistant Special Education Level 1
Registered Behavior Technician
Special Education Bus Driver

CLASSIFICATION 6

Program Assistant

6.2: Commencement of Seniority. A new Employee's seniority shall commence after the completion of their probationary period and shall be retroactive to the most recent date of their hire or transfer into a position covered by this Agreement.

6.3: The seniority of other Employees shall date from their promotion to or transfer into their current classification; provided, however, that any Employee moving from one classification group to another will retain their seniority in the old group for two (2) years and thereafter that seniority will be added to the seniority they have accumulated in the new group.

6.4: In the event that two or more members of the bargaining unit have the same seniority date within a classification, seniority shall be determined by the date and time stamp on the signed acceptance letter.

6.5: Loss of Seniority.

An Employee's seniority shall be lost when they:

- a) Terminates voluntarily.
- b) Is discharged for cause.
- c) Is laid off for a period of two (2) years or a period exceeding the length of the Employee's continuous service, whichever is greater.
- d) Retires.
- e) Is absent without notifying the Employer for three (3) consecutive scheduled working days and such Employee will be deemed to have voluntarily terminated their employment unless absence and notification is beyond the control of the employee.
- f) Fails to report to work within fourteen (14) calendar days following receipt of notification of recall from layoff.
- g) Fails to return to work upon expiration of a leave of absence.
- h) Two (2) years after they transfers or is transferred to another seniority group.

An employee who transfers or is transferred to a position out of the bargaining unit shall retain their seniority up to the date of transfer.

6.6: Seniority Lists. The President of BEST shall be given a copy of the seniority list twice per year, no later than October 31 and March 31 of each school year for verification purposes. They shall validate such list with the membership. If differences arise in seniority dates, the President and the Superintendent shall investigate the differences so that a formal list can be adopted by the parties.

6.7: Layoffs Full-Time Employees. In the event of a layoff in a Classification, the employee laid off will have the right to bump the least senior employee in that Classification, or, if the employee laid off is the least senior employee in that Classification, then they will have the right to bump the least senior employee of all the employees in the Classification with the next higher number (e.g. employees in Classification 1 can bump to Classification 2 and so forth). If the employee is the least senior employee in their Classification and the next highest number Classification, they will have no bumping rights. Notwithstanding the foregoing, no employee may bump:

1. a bus driver unless they are a certified bus driver.
2. any individual in classification 6.

Employees may waive bumping rights and elect to take the layoff. Employees shall be recalled to their Classifications in reverse order of layoff.

6.8: Layoffs Part-time Employees. Part-time employees shall have the same rights as described in Article 6, Section 7 but may only bump part-time employees who work the same number of hours or less.

6.9: Benefits During Layoff. An Employee who is laid off shall continue to receive health and dental benefits specified in this contract for a period of thirty (30) days. After the 30th day, an employee may elect coverage in accordance with COBRA.

6.10: Posting Jobs. A vacancy is defined as an opening which results from the death, resignation, retirement, discharge or long term leave-of-absence of a full-time BEST member, or from the creation of a new full-time position.

All vacancies including new positions shall be posted for a period of five (5) business days prior to the filling of such vacancies. Postings shall be made on the district's website and notice via email sent to the president of BEST and all BEST members currently employed by the District or those members with a right of recall. Results of the posting will be emailed to the President of the Union.

6.11: Bidding on Same Job. When an employee applies for a new or vacant position within the same job title (e.g., teacher assistant- regular instruction, bus driver, guidance clerk, general office clerk) seniority will govern the transfer.

6.11a: Exception for Teacher Assistant Level 1 and 2. Teacher Assistant positions that are governed by particular needs as indicated by a child's IEP(s) will be filled with the

individual who is capable and qualified. When more than one candidate is equally qualified seniority shall prevail. Every effort will be made to provide the specific needs of the child/class within the context of maintaining confidentiality.

6.12: Bidding on Other Jobs. When a vacancy occurs or a new position is created, that position will be filled on the basis of qualifications. When applicants are equally qualified in terms of education, training, experience, ability, and previous employment record, seniority shall prevail.

6.13: Transfers. If a transfer is needed, volunteers will first be sought for transfer. If there are no volunteers, an employee in the job title in question will be transferred until the position is permanently filled. While the employee is assigned temporarily, they will be entitled to an additional one (\$1) dollar per hour of compensation. The employee that is temporarily transferred will retain all of their seniority and will have the right to return to their previous position once the temporary vacancy is filled.

6.14: Displacement. Displacement shall mean an individual(s) displaced from their current position as a result of the elimination of a specific position or specific program within a building. An email notice will be sent to the individual(s) affected by this change. The intent of the displacement notice is to allow an individual(s) an opportunity to bid on potential job posting.

Article 6 Section 7 shall be in effect when there are no available positions.

Individual(s) will be displaced in reverse order of seniority based on program needs within the building.

ARTICLE 7

HOLIDAYS & VACATION

7.1: Holidays. The following holidays shall be paid holidays for twelve month employees and bus drivers:

New Year's Day*
Martin Luther King Jr. Day*
Presidents' Day*
Good Friday*
Memorial Day*
Juneteenth
Fourth of July
Victory Day
Labor Day

Columbus Day*
National Election Day
Veterans' Day*
Thanksgiving Day*
Day after Thanksgiving
Christmas Eve
Christmas Day*
New Year's Eve

Ten month employees will be entitled to the paid holidays indicated by an asterisk. Labor Day shall be a paid holiday for all employees whose work year begins prior to Labor Day. Juneteenth will be a paid holiday for ten month only employees only if school is in session on that holiday. Ten month employees who work a mandatory five (5) days after school ends,

shall be paid for Juneteenth if it falls during a time in which they are required to work. During the summer, ten-month employees shall be paid for a holiday that falls within their workweek.

Holiday pay shall be based upon the average number of hours worked during that week.

Good Friday will not be considered a holiday, if teachers and/or students are required to attend school on that day.

When a holiday falls on a weekend it will be celebrated on the same day that schools are closed for that holiday or, when school is not in session, on the day officially designated by the Superintendent.

7.2: Vacation Schedule. Twelve month employees and bus drivers who work 230 days, will receive paid vacations in accordance with the following schedule:

<u>YEAR IN SYSTEM</u>	<u>NUMBER OF PAID VACATION DAYS</u>
1-5	15 days
6-14	20 days
15 - years and over	25 days

7.3: Vacation Schedule. For employees who have their regular working hours reduced during the summer months, vacation day(s) taken during the summer shall be calculated using the regular hours they work during the school year for employees who have their regular working hours increased during the summer months, vacation days taken during the summer shall be calculated using the average number of hours worked during the summer. In no event will any one vacation day exceed eight hours.

Fifty percent of each employee's vacation must be taken during periods when school is in recess.

Bus drivers vacation time shall only be taken during periods when school is in recess.

All requests for vacation days must be submitted one week in advance to the Superintendent of Schools or their designee. No more than one half of the employees from a building may be on vacation at the same time.

Whenever a holiday falls within a vacation period of an employee, such employee shall not be charged the holiday as a vacation day.

Vacation time may not be accumulated. Vacation days must be used during the fiscal year (July 1 - June 30) they are granted.

ARTICLE 8

BEREAVEMENT

8.1: Relatives. Employees who have finished their probationary period shall receive full pay for up to five (5) consecutive workdays without loss of pay in the event of the death of that employee's child (including stepchild), grandchild, spouse or domestic partner, parent (including step-parent), sibling, or in-law (mother, sister, daughter, father, brother, son). In the event of the death of any other relative, the employee shall be allowed a paid leave of absence of up to three (3) consecutive workdays, subject to the grant of additional time at the discretion of the Superintendent.

8.2: Bereavement leave shall not be charged to sick leave.

8.3: The Superintendent may request information concerning the employee's relationship and service arrangements in individual cases.

ARTICLE 9

SICK PAY

9.1: Entitlement - 12 Month Employees. At the beginning of each fiscal year a twelve month employee hired prior to September 1, 2011 who has completed at least one full year of employment shall receive eighteen (18) days for sick leave, employees hired after August 31, 2011 shall receive fifteen (15) days of sick leave, which shall be added to the individual's sick leave accumulation.

9.2: Entitlement - 10 Month Employees. At the beginning of each fiscal year a ten month employee hired prior to September 1, 2011 who has completed at least one full year of employment shall receive fifteen (15) days of sick leave. Employees hired after August 31, 2011 shall receive twelve (12) days of sick leave which shall be added to the individual's sick leave accumulation.

9.3: Prorated Sick Days. Individuals who take an unpaid leave of absence in excess of thirty (30) days, sick days shall be prorated based on the actual time worked in that year.

9.4: First Year Employees. First year employees shall begin with a bank of two (2) days and accrue sick leave at the rate of one and one quarter working days at the end of each month of employment.

9.5: Maximum Accrual. No individual shall be allowed to accrue more than 120 days.

9.6: Buy Back. All employees who accumulate as of the end of any fiscal year in excess of 120 days will be compensated at the rate of 75% of their per diem earnings for the days over 120. Payment will be made in their first paycheck for the following fiscal year.

9.7: Doctor's Certificate. The employee will furnish a physician's certificate if requested by the Superintendent or designee. Upon request by the Superintendent or designee,

the employee will submit to an examination by a physician selected and paid for by the Administration.

9.8: Personal Business. Each employee will be allowed to use four (4) days of each year for personal business, which cannot be conducted at any other time without loss of pay. Personal leave on the day preceding or the day following a holiday or vacation period shall be allowed only upon showing a valid cause to the Superintendent of Schools or their designee that a valid cause exists. The decision of the Superintendent or their designee shall be final and not subject to grievance. Whenever possible, requests for such leave must be submitted three (3) day in advance. At the end of the school year, any unused personal days will be converted to sick days and added to the employee's sick leave accumulation, pursuant to Article 9.5: Maximum Accrual.

9.9: Statements. Each member shall be responsible for accessing their accumulated time in the web-based attendance tracking software. Employees shall be notified in writing of their job assignments by the first day of school. However, such assignments are subject to change based on building and student needs.

9.10: On the Job Injury. Unless otherwise provided for in this Agreement, employees shall be covered under the provisions of the Workers' Compensation Act of the State of Rhode Island. Whenever an employee is absent from work as a result of an on the job injury, they shall receive the difference between workers' compensation and their full salary by utilizing pro-rated accumulated sick leave at the rate of 1/2 sick leave day for each day absent for a maximum of one year or until accumulated sick leave is exhausted, whichever occurs first.

9.11: FMLA/ADA Leave. Employees who are authorized to take a leave of absence in accordance with the Family Medical Leave Act ("FMLA"), the Rhode Island Parental and Family Medical Leave Act (Rhode Island General Laws § 28-48, "RIPFMLA") (hereafter "FMLA/RIPFMLA Leave"), or the American with Disabilities Act ("ADA") and related state laws (hereafter "ADA Leave") shall discharge their sick and/or personal leave until such leave is exhausted, after which their leave shall be unpaid, unless they apply for and are awarded benefits from some or all of the FMLA/RIPFMLA or ADA Leave by the Major Illness Bank committee.

9.12: Major Illness Bank. An employee who is on an FMLA/RIPFMLA or ADA Leave because of the employee's own illness or disability or as an accommodation to recover from that illness or disability (hereafter and of this section "FMLA/ADA Leave") and who does not have any accumulated sick leave available, may apply to the Major Illness Bank to seek the financial benefit of continued salary for some or all of the duration of that FMLA/ADA Leave. In addition, an employee who is absent from work as a result of an on the job injury caused by other than assault (as defined in RI Gen. Laws §9-1-31 and referenced in Article 16, section 2) by making application to the Major Illness Bank, but only for a period of one calendar year from their date of injury as defined under Chapter 28-33 under RI General Laws. Nothing in this provision or this Agreement, however, shall in any way expand upon or increase the rights provided for under Chapter 28-33, or the FMLA, the ADA, and related state laws, including without limitation to the right to reinstatement.

1. All employees covered by this contract who have completed one year of service in Barrington are eligible for membership in the Major Illness Bank. The purpose of the Bank shall be for cases of major illness or accident. The major illness bank may not be charged for absences resulting from workers' compensation.

2. Only employees who contributed to the Major Illness Bank for more than one year are eligible to apply for benefits without exception.

3. Initial membership in the Major Illness Bank requires a voluntary contribution of two (2) sick leave days within the first ten (10) school days of the opening of school.

4. Each year after the initial donation one (1) sick leave day shall be deducted automatically from each member.

5. Any employee who wishes to withdraw from the Bank must submit a written request to do so within ten (10) school days of the opening of school. An employee who withdraws will not be permitted to withdraw their contributed days.

6. The Major Illness Bank may be charged for sick leave required, in cases of major illness or accident, only after the employee has exhausted all but three (3) days of accumulated sick leave and vacation leave has been exhausted, or thirty (30) consecutive working days of illness, whichever shall last occur. The committee may waive the 30 day waiting period in individual circumstances by a majority vote of the committee.

7. The Major Illness Bank shall be administered by a committee consisting of three (3) members. Two (2) members of BEST selected by BEST and One (1) member selected by the Superintendent. The member selected by the Superintendent shall serve as chairperson.

8. The committee shall assess each employee applicant individually and make the decisions as to whether to grant or deny such benefits by looking to the number of available days in the Major Illness Bank and other concurrent utilizations. The decision shall be largely ministerial to monitor the amount and disbursement of sick leave monies. The committee may consider, at the beginning of each school year, establishing a maximum disbursement for each application, to ensure availability of benefits throughout the school year. In no circumstances, however, may members of the committee solicit from or review medical/health data of the employee applicant or require the employee applicant to undergo a physical examination to substantiate a request for benefits. The determination as to whether to grant benefits to an employee applicant shall not be subject to the grievance procedure.

9. Individuals requesting days from the Major Illness Bank must submit their request in writing to the Bank Chairperson.

10. The Bank shall not be charged more than 165 days for any one major illness or accident.

11. A copy of the action taken by the committee shall be forwarded to the President of BEST and filed in the employee's personnel folder.

12. The unused days remaining in the Major Illness Bank on June 30 of any school year may be carried over to the successive school year, provided that the Bank shall not exceed three hundred (300) days at the beginning of a school year.

13. The decisions of the aforementioned committee shall not be subject to the grievance procedure.

14. If an individual granted paid leave by the Major Illness Bank Committee subsequently returns from FMLA/ADA leave and thereafter suffers a recurrence of the same illness or a new illness, the Committee may waive the 30-day requirement if the period intervening between illnesses was inadequate to permit the individual to accumulate 30 days of individual paid sick or vacation leave.

ARTICLE 10

JURY DUTY

10.1: Employees shall be granted leaves of absence for required duty on the jury. Such employees shall receive that portion of their salary which will, together with their jury pay, equal their total salary for that period.

ARTICLE 11

PARENTAL & PERSONAL LEAVE

11.1: Maternity leave shall be for the period of time during the pregnancy in which the employee is physically disabled by reason of the pregnancy from performing her duties and extending after the termination of pregnancy for the period of time immediately following said termination that the employee is physically disabled from performing her duties. The employee must notify the School Committee in writing of her pregnancy and inform the School Committee in said notification of the estimated date at which her disability will prevent her from performing her duties. The employee must also notify the School Committee after the termination of the pregnancy of the estimated date at which they will be able to return to her duties. While absent on maternity leave the employee shall be entitled to utilize her accumulated sick leave. If the maternity leave extends beyond the number of days of sick leave accumulated by the employee then the employee may apply to the sick bank for the remainder of the maternity leave.

11.2: Parental Leave. Every employee who has completed at least one full year of employment shall be entitled to parental leave as defined and provided in Section 28 Chapter 48 of the General Laws of Rhode Island.

11.3: Extension of Parental Leave. In addition to the foregoing statutory parental leave, employees may request and be granted for a period not to exceed six (6) months, an

extension of unpaid parental leave (for the same reasons as provided in the law) and may continue health and dental coverage by prepaying the premiums quarterly.

11.4: Personal Leave. Members of the bargaining unit who have been employed for one year or more may request unpaid leave for personal reasons for periods of not more than one year. The Employer shall have discretion to grant or deny such requests. If personal leave is granted, the employee will be restored to their former position at the end of the leave. The employee may continue health benefits by prepaying the school department on a quarterly basis.

ARTICLE 12

HEALTH, DENTAL & LIFE INSURANCE

12.1: Health. The Committee shall provide to all employees except as provided in 12.4 healthcare insurance, with student to age 26 (or as required by federal law), including family plan coverage for those eligible. The school committee will pay 82.5% of the cost. Notwithstanding the above, the school committee will pay 80% of the cost for employees hired after August 31, 2011.

12.2: Dental. The Committee shall provide to all employees except as provided in 12.4 dental insurance, with student to age 23, including family plan coverage for those eligible. The school committee will pay 82.5% of the cost. Notwithstanding the above, the school committee will pay 80% of the cost for employees hired after August 31, 2011.

12.3: The School District shall provide a plan of healthcare insurance, known as the current "PPO Co-insurance Benefit Plan," as outlined in the attached Schedule and further described in the Subscriber Agreement between the District and the Plan Administrator.¹ The benefits as described in the Subscriber Agreement shall remain in effect for the period of this contractual Agreement. The School District also agrees to provide and employees enroll in, the Prudent RX program for prescription drugs. The NEA-BEST acknowledges that the Plan Administrator reserves the right to adjust the benefits in various circumstances including change resulting from any state or federal law or regulation. The NEA-BEST also acknowledges that the Prescription Drug Formulary (prescription drugs & dosage forms) covered under this Plan may be subject to periodic review and changes. The Union accepts such Plan Administrator based changes.

12.4: Proration of Benefits. Individuals working less than thirty-five (35) hours per week shall have such benefits prorated, with the employer paying the portion of the cost in 12.1 and 12.2 determined by multiplying the cost by the ratio of the hours the employee works to thirty-five (35) and the employee paying the balance of the cost.

12.5: Waiver of Health & Dental Insurance. An employee may elect to waive the health and/or dental insurance plan coverage provided in 12.1 and 12.2 above. In such cases, except as provided in 12.4, shall receive two thousand five hundred (\$2,500) dollars for health insurance and two hundred fifty (\$250) dollars for dental insurance. An employee who makes such election may re-enroll in either or both such plans only on the plan anniversary date,

provided, however, that an employee who has made such election because of duplicate coverage may re-enroll, as permitted by the carrier, immediately upon losing such duplicate coverage. Effective July 1, 2017, the waiver shall be reduced to one thousand five hundred (\$1,500) dollars for health insurance only for all employees hired after June 30, 2017.

12.6: Life Insurance. The Committee shall provide to all employees group term insurance in the amount of \$20,000.

12.7: Tax Sheltered Annuity. Employees will be eligible through payroll deductions to participate in a "Tax Sheltered" Annuity Plan established pursuant to United States Public Law 87-370 and in accordance with reasonable rules established by the Committee. Employees shall be notified of any changes to these rules.

12.8: The Plans provided for in Sections 12.1, 12.2, and 12.3 hereof may be changed with the consent of the Union.

12.9: During the term of this Agreement, the School Committee agrees to maintain medical and dental insurance plans and PPO network substantially equivalent to the current PPO co-insurance benefit plan and current Barrington Dental Plan if an alternative is proposed.

12.10: Should any federal or state law mandate insurance coverage that is inconsistent with that set forth herein, the parties agree to meet immediately to negotiate successor language to conform with the newly enacted provision(s).

ARTICLE 13

RETIREMENT SYSTEM

13.1: An employee who has completed ten (10) years of service in the Barrington School System and who submits their notice to retire on or before April 1 for that school year, and who retires under the State Municipal Employee Retirement System shall receive a payment of one hundred fifty dollars (\$150.00) for each year of service in the Barrington School System. The maximum payment hereunder shall be \$4,500. Said payment shall be made during the last month of employment in the work year in which the employee is retiring.

13.2: An employee who retires after January 1, 2003 will be eligible for COLA in accordance with PLAN "C" of the State Municipal Employee System.

13.3: Post-Employment Health Insurance. Employees hired prior to September 1, 2011 and retiring after June 30, 2013, having completed ten (10) years of service and having retired under the State Municipal Employee Retirement System shall be entitled to four (4) years of individual coverage, in accordance with 12.1, at the time of retirement. Employees hired after August 31, 2011 shall not be entitled to benefits defined within this section at retirement.

13.4: Upon retirement (See Footnote Definition), and not resignation, from the Barrington school system, BEST shall be entitled to any one of the health insurance coverages as defined in section 13.3 (not including dental coverage) offered to active employees by the Agreement then in effect on the following terms and conditions:

13.5: For the purposes of this section, continuous service shall not be broken by:

1. Absence from the District based on any contractual or statutory right to a leave of absence; or

2. Termination of employment as a result of a layoff for financial reasons or reduction in force followed by rehire within a two year period.

13.6: Continuous service shall be broken by: retirement, resignation, and termination for cause (other than as specified in # 2 above).

13.7: Retirement Retiree health insurance benefit calculation will begin using the most recent date of hire for positions covered by this agreement and actual years worked in Barrington from that date.

(Footnote Definition) Retirement is defined as terminating the employment relationship with the District by retiring (as opposed to termination for any for other reason), applying for and receiving pension benefits from the Municipal Employees Retirement System of Rhode Island.

ARTICLE 14

HOURS AND CONDITIONS OF WORK

14.1: Full-time Work Week/Day. The work week for full-time employees is thirty-five (35) hours per week and seven (7) hours per day, except for certain full-time employees who currently work more than 35 hours. Those employees have the following hours during the school year:

Full time Bus Drivers - 40 hrs/week & 8 hrs/day

Secretary to High School Principal - 40 hrs/week & 8 hrs/day

One High School Clerk - 37 1/2 hrs/week & 7 1/2 hrs/day

Payroll Clerk, Admin. Clerk in the Pupil Personnel Office- 40 hrs/week and 8 hrs/day

In the summer the secretary to the high school principal and the high school clerk work 35 hours/week, 7 hours/day. In the summer, full-time bus drivers may work less than full-time hours. Seniority will govern the choice of summer routes for full-time bus drivers until there are no scheduled routes to be assigned.

14.2: Hours of Work. The length of the work year for ten month employees shall be equal to the number of days when students are present. Ten month employees who are requested to work in addition to their normal work year shall be compensated at their regular hourly rate plus longevity by submitting time sheets to the payroll clerk. The length of the work year for Secretaries to Elementary Principals shall include an additional ten (10) days to be determined by the building principal.

Note: Students are required to attend 180 school days. Workdays may include an extra instructional day for a total of 181 school days. In the event of cancellation, one school day may be fulfilled with professional development activities as determined by the Superintendent or

their designee. If students attend 181 school days, ten month employees shall receive payment for the additional day in their last check in June.

14.3: Changes in Work Schedules. At the beginning of each year the Employer will establish work schedules for each employee. For the remainder of the academic year those schedules will not be changed without first discussing the change with the affected employee and/or for arbitrary or capricious reasons.

14.4: Break Periods. Full time employees will be allowed two (2) fifteen minute breaks per work day. The employer reserves the right to schedule such breaks according to the needs of the department. Provided that in taking the break the employee's schedule is not increased and no further salary expense is incurred by the employer.

14.5: Changes in 10 and 12 Month Schedules. If the Employer changes a 10 month position to a 12 month position or vice versa, the incumbent will first be offered the changed position. If they refuse, the position will be offered to other employees in the same position in order of seniority. If all refuse, the most junior employee in the position will be required to take the position and the incumbent will be transferred to that employee's job.

14.6: Summer Work. If additional work in the summer is available, the Employer will offer that work to permanent employees before hiring temporary employees. All ten month BEST members must be notified of summer work opportunities. If a student assigned to a one-on-one Teacher Assistant attends a summer school program provided by the district, the Teacher Assistant shall be offered the opportunity to work with the student during summer school and be paid at their regular hourly rate, except where such an arrangement would not be in the best interests of the student or unless said Teacher Assistant declines to do so.

14.7: Inclement Days. When school is canceled due to snowy weather, ten month employees will not report to work and will not be compensated for the time lost, however, they will be permitted to make up the day missed when the day is rescheduled. Twelve month employees, other than bus drivers, will be required to work, however, the School Department recognizes that road conditions may hinder timeliness. Bus drivers not able to work when school is canceled due to inclement weather shall be permitted to use a vacation or personal day in lieu of losing a day's pay. The pay for said day shall be calculated based on the average hours worked for that week.

14.8: All employees assigned to a student with special needs shall receive information about the student on a need-to-know basis. The information received by the employee shall be considered confidential. Disciplinary action will be taken against any employee who breaches confidentiality.

14.9: The District will be responsible for providing any necessary training and retraining and any fees associated with said training, exams, certifications, and/or recertification for Registered Behavior Technicians.

ARTICLE 15

OVERTIME

15.1: Entitlement. Full time employees, Overtime workweek will be Sunday to Saturday and will be based on actual hours worked in excess of 40 hours. All employees shall be paid double time for work performed on Sundays or holidays.

15.2: Scheduling. All overtime must be scheduled by or requested from the employee's immediate supervisor or district administration.

15.3: Assignment. Overtime will first be offered to the employee performing the duties if the work is part of that employee's duties. If for any reason that employee refuses or is unavailable to perform the work, it will be offered to employees in the same classification and building where the work is to be performed on the basis of seniority.

15.4: Use of Cars. Employees who are required to use their personal automobiles in conjunction with their job will be compensated in accordance with the IRS Standard Mileage Rates for Business IR-2015-137 as amended from year to year by the IRS.

15.5: Servicing Buses. A bus driver who is required to have their bus serviced on personal time shall be compensated for this time at the rate of time and one-half for a minimum of one half hour.

15.6: Teacher Assistants - Classroom Coverage. When a teacher assistant takes over a classroom and has sole responsibility for students, for forty-five (45) minutes or more, when the teacher is involved in I.E.P. meetings, planning periods or conferences, they will be paid 1 1/2 times their hourly rate.

ARTICLE 16

STRIKES AND LOCKOUTS

16.1: Neither the Union nor any employee shall instigate, engage in, support, threaten, encourage, or condone a strike, work stoppage or slow-down. The Committee will not engage in a lockout.

ARTICLE 17

BUS DRIVERS

17.1: Inspection. Bus drivers will not be required to drive buses which have not been inspected in accordance with state law or regulation except to return the bus to Barrington if it fails inspection.

17.2: Courses. Bus drivers who are required to attend courses pertaining to their jobs shall be compensated for their time.

17.3: Drivers. District drivers who possess a Commercial Driver's License and who work on a special education bus shall be paid as a special education bus driver.

17.4: Equipment. Every bus will be equipped with a working radio for traffic, weather and school closing reports as well as a removable first aid kit, and a heater.

17.5: Testing. Drivers may only drive buses for which they are certified.

17.6: Speed Limits. Drivers may not be required to exceed the speed limit in order to complete their route in the allotted time.

17.7: Rain Gear. The Employer will provide each bus driver with one pair of waterproof boots and one rain jacket. If this equipment is lost, the driver must replace it. If it becomes worn out, the Employer will replace it, if the driver turns in the old equipment.

17.8: Substitutes. The Employer will attempt to secure a list of substitutes who would be willing to serve as bus monitors, on an as needed basis. If in an emergency an assistant is required to serve as a bus monitor, they will be paid a minimum of one hour at time and one half, but without duplication of overtime due under other provisions of this agreement.

17.9: Physicals. Annual physicals required for recertification shall be provided by the School Committee. The Physicals shall be conducted by qualified health service providers selected by the School Committee.

17.10: Failure to furnish work. Any bus driver who reports for duty at the beginning of a shift and has not been notified with at least thirty (30) minutes notice prior to the start of the shift that no work is available, shall be paid for three (3) hours of work at the employee's regular rate of pay. The district reserves the right to assign the driver to other tasks within the duties of a bus driver during these three (3) hours.

ARTICLE 18

EVALUATION

18.1: An Evaluation Committee consisting of two persons appointed by the School Committee and two persons appointed by the President of BEST shall oversee the evaluation process. All impasses reached by the Evaluation Committee shall be submitted to the superintendent for resolution.

18.2: A Subcommittee appointed by the Superintendent to create or revise the appraisal process for a particular group must have at least one member designated by the President as the representative of BEST.

18.3: Any and all changes must be mutually agreed to by the Barrington School Committee and BEST.

18.4: The evaluation process shall not be used as a disciplinary instrument.

ARTICLE 19

EMPLOYEE PROTECTION

19.1: Whenever an employee is absent from school as a result of personal injury caused by an unprovoked assault occurring in the course of their employment, s/he will be paid their full salary for the period of such absence up to one year from the date of injury, and no part of such absence will be charged to their annual sick leave. The term "assault" is defined in R.I. Gen. Laws Sec. 9-1-31.

19.2: The School Committee shall have the right to have the employee examined by a physician designated by the School Committee for the purpose of establishing the length of time during which the employee is temporarily disabled from performing their duties, and the opinion of said physician as to the said period shall control.

19.3: If criminal or civil proceedings are brought against an employee alleging that they committed any offense or tort in connection with their employment, such employee may request the Committee to furnish legal counsel to defend them in such proceedings. The Committee will evaluate the request and the circumstances of the assault or tort and may provide counsel or reimbursement of reasonable counsel fees if the School Committee in its sole discretion deems the employee's case to be meritorious. Such decision by the School Committee shall not be grievable.

ARTICLE 20

MISCELLANEOUS

20.1: Tuition. All support staff who have completed one year of employment shall be eligible for tuition reimbursement, subject to the conditions and procedure set forth in this Section.

1. Application for approval to take a course/workshop must have prior approval from the Superintendent of schools. In granting approval the superintendent should consider the relationship of the course/workshop to the employee's position.
2. To receive tuition reimbursement the employee must meet one of the following requirements:
 - a. Attain a minimum grade of B in any course taken at an accredited institution of higher education offering a minimum of an associate's degree.
 - b. Successful completion of a workshop in which letter grades are not given.
3. Tuition reimbursement for any course/workshop will be limited to 80% of the cost of tuition not to exceed \$400 per course/workshop and a fiscal year maximum of \$800 per individual.

20.2: Teacher Assistants in Classroom. Teacher Assistants will perform work as assigned by the teacher, provided, however such assignments do not conflict with their job description/training.

20.3: Benefits & Privileges. The following benefits and/or privileges will continue to be enjoyed by all bargaining unit employees:

1. The ability to switch lunch periods with fellow employees so long as each office is covered.
2. The ability to discharge sick or personal days on a half day basis.
3. The ability to work through coffee breaks and leave early subject to the approval of the immediate supervisor.
4. Early release to attend retirement party.

20.4: The Barrington School Committee agrees that the Barrington Educational Support Team NEARI/NEA may use the inter-school mail system so long as this practice does not constitute a violation of federal or state law.

20.5: Based upon the results of the Teacher Assistant Task Force, the School Committee will develop a structure that rewards employees for demonstrated achievement of competencies. Said structure shall be subject to the approval of BEST.

ARTICLE 21

WAGES

21.1: The wages of all persons covered by the Agreement are set forth in Appendix "A" which is attached hereto and made a part hereof. Increases during the contract period effective July 1, 2023 are as follows:

2023-2024: \$2.50 increase to base salary
2024-2025: 3% increase to base salary
2025-2026: 3% increase to base salary

21.2: Temporary Transfer to Higher Classification. Any bargaining unit member who fills a position paying a higher hourly wage, for seven (7) consecutive hours shall be paid according to their step in the higher wage step, retroactive to the first hour.

21.3: Steps.

Step 1 - Starting Salary
Step 2 - After one year of continuous full time employment
Step 3 - After two years of continuous full time employment
Step 4 - After three years of continuous full time employment

Steps are based on continuous employment from the date of hire. Increases will take place on the anniversary date.

21.4: Longevity. Longevity payments based upon the schedule listed below shall be made in June of each year and calculated on the basis of the employees normal work week.

<u>Completed Years of Service</u>	<u>1st Yr.</u>	<u>2nd Yr.</u>	<u>3rd Yr.</u>
10	.60	.60	.60
15	.70	.70	.70
20	.80	.80	.80
25	.90	.90	.90

21.5: Professional Development. All ten (10) month employees will be required to attend two (2) professional development (PD) days each year. One PD day will take place before the first day of school with students and will include CPI training. The second PD day will take place on a PD day assigned in concert with NEA Barrington staff. Twelve (12) month employees may be assigned professional development as needed during the work year to be conducted during work hours.

ARTICLE 22

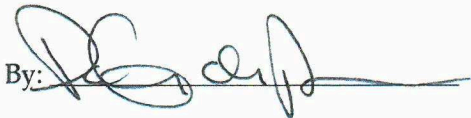
DURATION

22.1: This Agreement shall be in full force and effect from July 1, 2023 to midnight on June 30, 2026 and will terminate on that date unless extended or renewed by the parties.

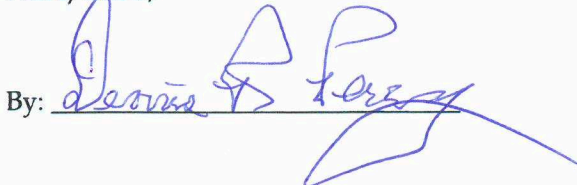
22.2: Severance Clause. If any Article or Section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first above written.

BARRINGTON SCHOOL COMMITTEE,

By: 

NEA/BEST,

By: 

Appendix A

BEST Proposal 2023-2024	Step 1	Step 2	Step 3	Step 4
Payroll Clerk	\$26.37	\$27.14	\$27.84	\$28.48
Accounts Payable Clerk	\$26.37	\$27.14	\$27.84	\$28.48
Secretary - High School Principal	\$24.92	\$25.68	\$26.34	\$27.12
Secretary - High School Guidance	\$24.92	\$25.68	\$26.34	\$27.12
Secretary - Director of Pupil Personnel	\$23.78	\$24.46	\$25.13	\$25.90
Secretary - Elementary Principal	\$23.78	\$24.46	\$25.13	\$25.90
Secretary - Middle School Principal	\$23.78	\$24.46	\$25.13	\$25.90
Administrative Clerk	\$23.78	\$24.46	\$25.13	\$25.90
General Office Clerk (12 months)	\$23.67	\$24.31	\$24.99	\$25.72
Guidance Clerk (10 months)	\$23.28	\$23.96	\$24.75	\$25.41
General Office Clerk (10 month)	\$23.28	\$23.96	\$24.75	\$25.41
Teacher Assistant/Regular Instruction	\$22.44	\$23.16	\$23.84	\$24.58
Library Assistant	\$22.44	\$23.16	\$23.84	\$24.58
Special Education Assistant II	\$23.34	\$24.04	\$24.75	\$25.45
Special Education Assistant I	\$22.44	\$23.16	\$23.84	\$24.58
Registered Behavior Technician	\$23.48	\$24.20	\$24.88	\$25.62
Special Education Bus Driver	\$23.28	\$23.96	\$24.75	\$25.41
Program Assistant	\$30.61	\$30.61	\$30.61	\$30.61

BEST Proposal 2024-2025	Step 1	Step 2	Step 3	Step 4
Payroll Clerk	\$27.16	\$27.95	\$28.68	\$29.33
Accounts Payable Clerk	\$27.16	\$27.95	\$28.68	\$29.33
Secretary - High School Principal	\$25.67	\$26.45	\$27.13	\$27.93
Secretary - High School Guidance	\$25.67	\$26.45	\$27.13	\$27.93
Secretary - Director of Pupil Personnel	\$24.49	\$25.19	\$25.88	\$26.68
Secretary - Elementary Principal	\$24.49	\$25.19	\$25.88	\$26.68
Secretary - Middle School Principal	\$24.49	\$25.19	\$25.88	\$26.68
Administrative Clerk	\$24.49	\$25.19	\$25.88	\$26.68
General Office Clerk (12 months)	\$24.38	\$25.04	\$25.74	\$26.49
Guidance Clerk (10 months)	\$23.98	\$24.68	\$25.49	\$26.17
General Office Clerk (10 month)	\$23.98	\$24.68	\$25.49	\$26.17
Teacher Assistant/Regular Instruction	\$23.11	\$23.85	\$24.56	\$25.32
Library Assistant	\$23.11	\$23.85	\$24.56	\$25.32
Special Education Assistant II	\$24.04	\$24.76	\$25.49	\$26.21
Special Education Assistant I	\$23.11	\$23.85	\$24.56	\$25.32
Registered Behavior Technician	\$24.18	\$24.93	\$25.63	\$26.39
Special Education Bus Driver	\$23.98	\$24.68	\$25.49	\$26.17
Program Assistant	\$31.53	\$31.53	\$31.53	\$31.53

BEST Proposal 2025-2026	Step 1	Step 2	Step 3	Step 4
Payroll Clerk	\$27.97	\$28.79	\$29.54	\$30.21
Accounts Payable Clerk	\$27.97	\$28.79	\$29.54	\$30.21
Secretary - High School Principal	\$26.44	\$27.24	\$27.94	\$28.77
Secretary - High School Guidance	\$26.44	\$27.24	\$27.94	\$28.77
Secretary - Director of Pupil Personnel	\$25.22	\$25.95	\$26.66	\$27.48
Secretary - Elementary Principal	\$25.22	\$25.95	\$26.66	\$27.48
Secretary - Middle School Principal	\$25.22	\$25.95	\$26.66	\$27.48
Administrative Clerk	\$25.22	\$25.95	\$26.66	\$27.48
General Office Clerk (12 months)	\$25.11	\$25.79	\$26.51	\$27.28
Guidance Clerk (10 months)	\$24.70	\$25.42	\$26.25	\$26.96
General Office Clerk (10 month)	\$24.70	\$25.42	\$26.25	\$26.96
Teacher Assistant/Regular Instruction	\$23.80	\$24.57	\$25.30	\$26.08
Library Assistant	\$23.80	\$24.57	\$25.30	\$26.08
Special Education Assistant II	\$24.76	\$25.50	\$26.25	\$27.00
Special Education Assistant I	\$23.80	\$24.57	\$25.30	\$26.08
Registered Behavior Technician	\$24.91	\$25.68	\$26.40	\$27.18
Special Education Bus Driver	\$24.70	\$25.42	\$26.25	\$26.96
Program Assistant	\$32.48	\$32.48	\$32.48	\$32.48

⚠ The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-800-639-2227 or (401) 459-5000 or TDD 711 or visit us at www.BCBSRI.com. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at <https://www.healthcare.gov/sbc-glossary> or call 1-800-639-2227 or TDD 711 to request a copy.

Important Questions	Answers	Why this Matters:
What is the overall deductible?	For In Network providers \$500 for an individual plan / \$1000 for a family plan. For Out-of-Network providers \$1000 for an individual plan / \$2000 for a family plan.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual <u>deductible</u> until the total amount of deductible expenses paid by all family members meets the overall family deductible.
Are there services covered before you meet your deductible?	Yes. Doesn't apply to preventive services, services with a fixed dollar copay, prescription drugs and diagnostic testing.	This plan covers some items and services even if you haven't yet met the deductible amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this plan covers certain preventive services without cost-sharing and before you meet your deductible. See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	No	You don't have to meet deductible for specific services.
What is the out-of-pocket limit for this plan?	For In Network providers \$1500 for an individual plan / \$3000 for a family plan. For Out-of-Network providers \$3000 for an individual plan / \$6000 for a family plan.	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own <u>out-of-pocket limits</u> until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premiums, balance-billed charges and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a network provider?	Yes. See www.BCBSRI.com or call 1-800-639-2227 or (401) 459-5000 for a list of network providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an <u>out-of-network</u> provider for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a referral to see a specialist?	No	You can see the <u>specialist</u> you choose without a referral.



- All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$15 copay; deductible does not apply per visit	20% coinsurance	None
	Specialist visit	\$25 copay; deductible does not apply per visit	20% coinsurance	Chiropractic Services are limited to 12 visit(s) per year
	Preventive care/screening/immunization	No Charge; deductible does not apply	20% coinsurance	You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for. For additional details, please see your plan documents or visit www.BCBSRI.com/providers/policies
If you have a test	Diagnostic test (x-ray, blood work)	No Charge; deductible does not apply	20% coinsurance	Preauthorization is recommended for certain services
	Imaging (CT/PET scans, MRIs)	No Charge	20% coinsurance	
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.Caremark.com .	Tier 1 generic drugs	\$7 copay (Retail) \$17.50 copay (Mail Order); deductible does not apply	Not Covered	CVS Health administers the Pharmacy benefit. All specialty and some non-specialty medications require a Prior Authorization before being dispensed. Frequency of fills are as follows: 30 days for retail; 90 days for mail; 30 days for Specialty. Infertility drugs: 20% coinsurance; deductible does not apply
	Tier 2 preferred brand name drugs	\$30 copay (Retail) \$75 copay (Mail Order); deductible does not apply	Not Covered	
	Tier 3 non-preferred brand name drugs	\$50 copay (Retail) \$125 copay (Mail Order); deductible does not apply	Not Covered	

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
	Tier 4 specialty prescription drugs	\$0 copay with PrudentRx Program OR 30% Coinsurance (CVS Specialty Pharmacy only); deductible does not apply	Not Covered	Specialty medications are required to be filled through CVS Specialty Mail Order Pharmacy or at a retail CVS/pharmacy. 30% Coinsurance <u>only</u> applies if opting out of PrudentRx Program
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No Charge	20% coinsurance	Preauthorization is recommended. Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge, deductible does not apply.
	Physician/surgeon fees	No Charge	20% coinsurance	Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge, deductible does not apply.
If you need immediate medical attention	Emergency room care	\$100 copay; deductible does not apply per visit	\$100 copay; deductible does not apply per visit	Emergency room: Copay waived if admitted. Air/Water Ambulance: No Charge. Urgent care: Applies to the visit only. If additional services are provided additional out of pocket costs would apply based on services received.
	Emergency medical transportation	\$50 copay; deductible does not apply per trip	\$50 copay; deductible does not apply per trip	
	Urgent care	\$50 copay; deductible does not apply per urgent care center visit	\$50 copay; deductible does not apply per urgent care center visit	
If you have a hospital stay	Facility fee (e.g., hospital room)	No Charge	20% coinsurance	Preauthorization is recommended; 45 day limit at an inpatient rehabilitation facility; Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge, deductible does not apply.
	Physician/surgeon fee	No Charge	20% coinsurance	Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge, deductible does not apply.
If you need mental health, behavioral health, or substance abuse services	Outpatient services	\$15 copay; deductible does not apply/office visit No Charge for outpatient services	20% coinsurance/office visit 20% coinsurance for outpatient services	Notification of admission may be required for certain Out-of-Network services.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you are pregnant	Inpatient services	No Charge	20% coinsurance	
	Office visits	\$25 copay; deductible does not apply per visit	20% coinsurance	Cost sharing does not apply for preventive services; Depending on the type of services, a copayment, coinsurance or deductible may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound). Preauthorization is recommended.
	Childbirth/delivery professional services	No Charge	20% coinsurance	
	Childbirth/delivery facility services	No Charge	20% coinsurance	
If you need help recovering or have other special health needs	Home health care	No Charge	20% coinsurance	Preauthorization is recommended
	Rehabilitation services	20% coinsurance	20% coinsurance	Services include Physical, Occupational and Speech Therapy; limited to 30 visits each (combined for in and out of network); No Charge for services to treat autism spectrum disorder and are not subject to visit limits.
	Habilitation services	20% coinsurance	20% coinsurance	Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge, deductible does not apply.
	Skilled nursing care	No Charge	20% coinsurance	Preauthorization is recommended; Custodial care is not covered
	Durable medical equipment	20% coinsurance	20% coinsurance	Preauthorization is recommended for certain services. Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge, deductible does not apply.
	Hospice service	No Charge	20% coinsurance	None
If your child needs dental or eye care	Children's eye exam	\$25 copay; deductible does not apply per visit	20% coinsurance	Limited to one routine eye exam per year.
	Children's glasses	Not Covered	Not Covered	None
	Children's dental check-up	Not Covered	Not Covered	None

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)			
• Acupuncture	• Dental check-up, child	•	• Routine foot care unless to treat a systemic condition
• Cosmetic surgery	• Glasses, child	•	• Weight loss programs
• Dental care (Adult)	• Long-term care	•	

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)			
• Bariatric Surgery	• Infertility treatment	•	• Private-duty nursing
• Chiropractic care	• Most coverage provided outside the United States. Contact Customer Service for more information.	•	• Routine eye care (Adult)
• Hearing aids			

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for us and those agencies is: the plan at 1-800-639-2227 or (401) 459-5000 or TDD 711, state insurance department at (401) 462-9520 or by email at HealthInquiry@ohic.ri.gov, Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform, or the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.ccio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact: contact the plan at 1-800-639-2227 or (401) 459-5000 or TDD 711. You may also contact the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform. Additionally, a consumer assistance program can help you file your appeal. Contact your state insurance department at (401) 462-9520 or by email at HealthInquiry@ohic.ri.gov.

Does this plan provide Minimum Essential Coverage? Yes.

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan meet Minimum Value Standards? Yes.

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

Language Access Services:

Para obtener asistencia en Español, llame al 1-800-639-2227.

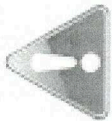
Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-639-2227.

如果需要中文的帮助，请拨打这个号码 1-800-639-2227.

Dine'kehgo shika at'ohwol ninisingo, kwijigo holne' 1-800-639-2227.

_____ To see examples of how this plan might cover costs for a sample medical situation, see the next section. _____

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$500
- Specialist copayment \$25
- Hospital (facility) coinsurance No Charge
- Other coinsurance 20%

This EXAMPLE event includes services like:

Specialist office visits (*prenatal care*)
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work*)
Specialist visit (*anesthesia*)

Total Example Cost	\$12,700
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In this example, Peg would pay:

Cost Sharing	
Deductibles	\$500
Copayments	\$30
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$60
The total Peg would pay is	\$590

Managing Joe's type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$500
- Specialist copayment \$25
- Hospital (facility) coinsurance No Charge
- Other coinsurance 20%

This EXAMPLE event includes services like:

Primary care physician office visits (*including disease education*)
Diagnostic tests (*blood work*)
Prescription drugs
Durable medical equipment (*glucose meter*)

Total Example Cost	\$5,600
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In this example, Joe would pay:

Cost Sharing	
Deductibles	\$500
Copayments	\$780
Coinsurance	\$60
What isn't covered	
Limits or exclusions	\$20
The total Joe would pay is	\$1,360

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

- The plan's overall deductible \$500
- Specialist copayment \$25
- Hospital (facility) coinsurance No Charge
- Other coinsurance 20%

This EXAMPLE event includes services like:

Emergency room care (*including medical supplies*)
Diagnostic test (*x-ray*)
Durable medical equipment (*crutches*)
Rehabilitation services (*physical therapy*)

Total Example Cost	\$2,800
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In this example, Mia would pay:

Cost Sharing	
Deductibles	\$500
Copayments	\$210
Coinsurance	\$20
What isn't covered	
Limits or exclusions	\$0
The total Mia would pay is	\$730

The plan would be responsible for the other costs of these EXAMPLE covered services.

