

AGREEMENT
BY AND BETWEEN
WESTERLY PUBLIC SCHOOLS
AND
RHODE ISLAND LABORERS' DISTRICT COUNCIL
ON BEHALF OF
LOCAL UNION 808
OF THE
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA,
AFL-CIO
EFFECTIVE: JULY 1, 2018 THROUGH JUNE 30, 2021
NON-CERTIFIED STAFF

TABLE OF CONTENTS

AGREEMENT.....	3
ARTICLE ONE: PREAMBLE.....	3
ARTICLE TWO: NON DISCRIMINATION.....	3
ARTICLE THREE: UNION RECOGNITION.....	4
ARTICLE FOUR: UNION SECURITY	6
ARTICLE FIVE: MANAGEMENT RIGHTS.....	7
ARTICLE SIX: UNION DUES	7
ARTICLE SEVEN: STABILITY OF AGREEMENT	9
ARTICLE EIGHT: WAGES	10
ARTICLE NINE: CUSTODIANS, ELECTRICIANS, MECHANICS, PLUMBERS	11
ARTICLE TEN: PARAPROFESSIONALS.....	13
ARTICLE ELEVEN: CLERICAL, SECRETARIES, FINANCE COORDINATORS	15
ARTICLE TWELVE: HOLIDAYS.....	17
ARTICLE THIRTEEN: VACATION	18
ARTICLE FOURTEEN: SICK.....	19
ARTICLE FIFTEEN: JURY DUTY.....	20
ARTICLE SIXTEEN: HEALTH, DENTAL	21
ARTICLE SEVENTEEN: LIFE INSURANCE	23
ARTICLE EIGHTEEN: WORKERS' COMPENSATION.....	23
ARTICLE NINETEEN: SENIORITY.....	23
ARTICLE TWENTY: BEREAVEMENT.....	28
ARTICLE TWENTY-ONE: BULLETIN BOARDS	28
ARTICLE TWENTY-TWO: SAFETY AND HEALTH	28
ARTICLE TWENTY-THREE: EVALUATIONS.....	29
ARTICLE TWENTY-FOUR: PROGRESSIVE DISCIPLINE	30
ARTICLE TWENTY-FIVE: GRIEVANCES.....	33
ARTICLE TWENTY-SIX: BUSINESS MANAGER, FIELD REPRESENTATIVES, AND UNION STEWARDS.....	35
ARTICLE TWENTY-SEVEN: NO STRIKES.....	36
ARTICLE TWENTY-EIGHT: SUCCESSORS AND ASSIGNS	36
ARTICLE TWENTY-NINE: DURATION OF AGREEMENT.....	37
ARTICLE THIRTY: PENSION	37
ADDENDUM A: HOURS OF WORK.....	42

AGREEMENT

This Agreement is made and entered into effective July 1, 2018, by and between WESTERLY SCHOOL COMMITTEE of Westerly, Rhode Island, hereinafter referred to as the "Employer", and the RHODE ISLAND LABORERS' DISTRICT COUNCIL on behalf of LOCAL UNION 808, Westerly, Rhode Island of the LABORERS' INTERNATIONAL UNION OF NORTH AMERICA AFL-CIO, hereinafter referred to as the "Union" and succeeds the parties' July 1, 2014 collective bargaining agreement.

ARTICLE ONE

PREAMBLE

This Agreement is entered into to maintain a school program and facilities that will, in every way, adhere to state and federal legal requirements including the Rhode Island Department of Education (RIDE) Basic Education Plan (BEP) as it pertains to Paraprofessionals to support our students as they become educated, contributing members of society. This Agreement is to provide, insofar as possible for the continuous employment of labor and to maintain harmonious relationships; to support, foster, organize, develop and establish the necessary procedures for the amicable adjustment of all disputes and grievances which may arise between the Employer and employees.

ARTICLE TWO

NON DISCRIMINATION

1. The Employer and the Union agree not to discriminate in policies, procedures, employment, promotion, termination, transfers, suspensions, demotions, training, or layoffs against any member covered by this Agreement because of race, religion, creed, color, gender or sexual preference, age, or physical handicap as outlined in approved job descriptions and in accordance with the Americans with Disabilities Act (ADA), marital status, country of ancestral origin, political beliefs, or affiliations and/or membership in any lawful organizations.

2. The Employer and the Union affirm their joint opposition to any discriminatory practices in connection with employment, promotion or training, recognizing that the public interest requires the full utilization of employee skill and ability without regard to considerations of race, creed, color, age, national origin or gender.
3. All references to employees in this Agreement designate both sexes and wherever the male gender is used, it shall be construed to include male and female employees.
4. No employee covered by this Agreement shall be discharged, laid off, demoted, suspended or suffer any loss of pay or status unless the Employer has just cause to take such action against the employee.
5. No employee covered by this Agreement shall be discharged, laid off, demoted, suspended, transferred or affected in any way because of political beliefs or activities.

ARTICLE THREE **UNION RECOGNITION**

1. The Employer recognizes that the Rhode Island Laborers' District council on behalf of Local Union 808, Westerly, Rhode Island, of the Laborers' International Union of North America AFL-CIO, is the exclusive representative for all employees employed by Westerly Public Schools as certified by the Rhode Island State Labor Board in case numbers EE-1867 A and EE-1877 A are classified as follows: Mechanics, Maintenance/Custodial, Secretarial/Clerical and Special Education/Kindergarten Assistants, Electrician as listed in Article 8.
2. The term "part-time employee" shall mean any employee working in a non-managerial position, in accordance with the Rhode Island Labor Relations Act and who works not more than twenty (20) hours per week and who works a regular and fixed work schedule. The Employer recognizes that the Rhode Island Laborers' District Council, on behalf of Local Union 808 is the

exclusive representative of the Employer's part-time employees, as defined above, who are employed in any positions covered by this agreement.

3. A temporary employee shall mean any employee working in a non-managerial position as defined in Section 1 above who is hired for a period of less than ninety-one (91) days except in the case of Paraprofessionals (see Section 3a below).

a. Temporary Paraprofessionals:

i. A temporary (or substitute) employee working in the capacity of a daily substitute throughout the school year in different positions/locations will not be subject to the requirement in Section 3.

ii. In the event that the Employer hires a temporary employee for limited period assignment, that assignment will be posted and the individual selected will be advised that should the position exceed fifty-nine (59) days, there will be an evaluation for continued long term duty, and should the position exceed ninety (90) days, the individual will be admitted into the union under the terms noted below. At the end of an assignment, the employee will retain recall rights but can accept day to day temporary assignments and will retain union rights including recall rights.

b. Temporary employees, as defined above, shall have no seniority during their status as temporary employees, but should any temporary employee become a permanent employee, then their seniority and probationary period shall be retroactive to the original date of temporary employment in the specific position, providing that said employee's personnel file is free of complaints, and further provided that said employee shall not be entitled to permanent employee compensation prior to being hired as a permanent employee. Temporary employees, while they occupy that status, may be terminated for any reason without recourse under this Agreement during any period of temporary employment. A

temporary employee will be entitled to an interview if the job is posted, and if they meet the qualifications

4. All employees hired after the effective date of this Agreement shall work a probationary period with an evaluation no later than the sixtieth (60th) day of employment. Employees with an evaluation rating greater than three (3.0) will become permanent as of the sixtieth (60th) day of employment. Employees with an evaluation rating between two and three (2.0 – 3.0) will be placed on an improvement plan until the ninetieth (90th) day of employment and re-evaluated for permanent retention. Employees with a sixty (60) day evaluation below two (2.0) will not be retained. During any probationary period, a new employee may be discharged at the discretion of the Superintendent or designee without recourse under this Agreement. Upon the satisfactory completion of the probationary period, the employee's seniority hereunder shall commence, retroactive to the original date of employment in this collective bargaining unit.

5. The Employer agrees not to enter into any agreement or contract except with the certified bargaining agent.

ARTICLE FOUR **UNION SECURITY**

1. All present employees who are members of the Union on the effective date of this Agreement shall, as a condition of employment, maintain their membership in the Union.

2. All persons who are hired as employees of Westerly Public Schools in positions covered by this Agreement, shall as a condition of continued employment, join and maintain membership in the Union, at the completion of his probationary period, which shall be not less than sixty (60) nor more than ninety (90) days worked after the initial date of employment as a member of this collective bargaining unit.

ARTICLE FIVE
MANAGEMENT RIGHTS

Subject to the terms and conditions of this Agreement, it is understood and agreed that the Employer shall have sole jurisdiction over the management of the operations of its plant and employees, 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.

ARTICLE SIX
UNION DUES & NON MEMBER FEE DEDUCTIONS

1. Upon written authorization of any Employee who is a member of the Union the Employer shall deduct such initiation fees and his or her Union dues on a bi-weekly basis (prorated for school year employees) and shall remit to the secretary/treasurer of the Union the amount deducted, together with a list by department of the members who have had payments deducted. The Employer shall make dues deductions, on an on-going basis, from each such employee.
2. In those bargaining units in which the Union has been recognized or certified as the exclusive bargaining agent, only the dues for that sole and exclusive bargaining agent shall be deducted. Membership dues for a bargaining unit shall be established in an amount determined by the Union.
3. Any non-member employee who is in a position within the bargaining unit may choose to voluntarily pay fees to the Union. The fee for voluntary non-members within a bargaining unit shall be established in an amount determined by the Union. The Payroll Coordinator shall deduct from the voluntary non-member employee's salary such fees on a biweekly basis and shall remit

to the treasurer of the Union the amount deducted, together with a list by department of the non-members who have had payments deducted.

4. In the event that the dues and/or fee collection as outlined in this Agreement is invalidated by a Legislative Act or a decision by a court of competent jurisdiction, the parties agree to discuss and bargain on a new system of dues and/or fee collection within thirty (30) days of such act/decision.

5. The Payroll Coordinator shall deduct back dues and/or fees arising from any arbitration award in the case of a suspension or discharge which has been overturned by an arbitrator and shall remit the amount to the Union.

6. Westerly Public Schools recognizes that it is a matter within the discretion of the Union to increase dues and/or non-member fees lawfully and in accordance with its constitution and by-laws, and upon written representation by the Union that dues and/or fees for a bargaining unit have been lawfully increased and in accordance with its constitution and bylaws, the Westerly Public Schools agrees to adjust the amount of dues or fees deduction for a bargaining unit accordingly, provided that such an adjustment is consistent with the authorization of the employee as required by law.

7. Westerly Public Schools shall give written notice to the designated representative of the Union of all new employees within the respective bargaining units who become eligible for membership in the Union. Said notice shall be given promptly after the hiring decision is made but in no event later than the fifth business day following the employee's start date and shall include the employee's name, address, employee I.D. number, date of hire, classification, and department. Local 808 Business Manager or their designee shall be afforded the right to meet with all new members.

8. Effective upon ratification of this Agreement, the Westerly Public Schools shall provide the Union designated representative, on a quarterly basis, the following information on every employee within the respective bargaining units: name, address, employee I.D. number, date of hire, classification and department.

9. Any member or voluntary fee-paying non-member of the Union who wishes to change his or her membership status shall contact the designated representative of the Union. If a member or voluntary non-member contacts the Westerly Public Schools to end his or her membership or non-member fee paying agreement, the Westerly Public Schools shall inform the employee to contact the Business Manager of Local Union 808. The Westerly Public Schools shall also promptly notify the Union of the employee's request and the Union shall also promptly notify the Westerly Public Schools of any change in the employee's status.

10. The Union shall indemnify and hold harmless the Westerly School Committee and its members and all employees of the district against any and all claims, costs or other forms of liability and all court costs and attorney's fees arising out of application of the provisions in the Agreement between the parties for dues collection.

ARTICLE SEVEN

STABILITY OF AGREEMENT

1. It is hereby agreed that any alteration or modification of this Agreement shall be binding upon the parties hereto only if executed in writing.

2. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

3. It is further agreed that all prior procedures, Addenda, Memoranda of Agreement and Letters of Understanding which are not included as articles in this contract are hereby rescinded.

Only those articles included in this contract will determine practice between the Union, employees and, the Employer for the duration of this contract.

ARTICLE EIGHT

WAGES

1. Effective July 1, 2018, through June 30, 2021, employees shall be compensated based on the:

a. Effective for all employees who are hired July 1, 2014 and thereafter, the hourly wage rate for employees during the probationary period shall be one dollar (\$1.00) per hour less than the applicable hourly wage rate for his position. The probation period will be sixty (60) days but may be extended an additional thirty (30) days if the sixty (60) day probationary evaluation indicates the need for performance improvement.

2. All employees who are required to work on the second shift shall receive an additional forty cents (\$.40) per hour over his regular hourly wage rate.

3. In the event an employee is required to work in a higher paid position than his normal position, the number of hours so worked shall be paid at such higher rate of pay effective immediately upon commencement of work in said higher paid position.

4. All employees of the Employer covered by this Agreement shall receive in addition to base pay:

- After fifteen (15) years of service three hundred dollars (\$300.00) annual payment
- After twenty (20) years of service five hundred dollars (\$500.00) annual payment

The above longevity increment shall be paid, for employees with dates of hire between January 1 and June 30 at the conclusion of the first (1st) payroll period in the month of September. The above longevity increment shall be paid, for employees with dates of hire between July 1 and December

31st at the conclusion of the first (1st) payroll period in the month of March. The increment shall be paid after completion of fifteen (15) or twenty (20) years of continuous service thereafter.

Department	Position	2017-18 Rate	2018-2019			2019-2020			2020-2021		
			2% Increase	New Rate	Probation 60-90 Days	2% Increase	New Rate	Probation 60-90 Days	1.5% Increase	New Rate	Probation 60-90 Days
Maintenance	Head Mechanic	\$24.89	\$0.50	\$25.39	\$24.39	\$0.51	\$25.90	\$24.90	\$0.39	\$26.28	\$25.28
	Mechanic	\$23.07	\$0.46	\$23.53	\$22.53	\$0.47	\$24.00	\$23.00	\$0.36	\$24.36	\$23.36
	Electrician/Plumber	\$31.92	\$0.64	\$32.56	\$31.56	\$0.65	\$33.21	\$32.21	\$0.50	\$33.71	\$32.71
	Field Person/Custodian	\$21.46	\$0.43	\$21.89	\$20.89	\$0.44	\$22.33	\$21.33	\$0.33	\$22.66	\$21.66
	Boilerman/Custodian	\$21.62	\$0.43	\$22.05	\$21.05	\$0.44	\$22.49	\$21.49	\$0.34	\$22.83	\$21.83
	Boilerman/Fieldman/Custodian	\$22.80	\$0.46	\$23.26	\$22.26	\$0.47	\$23.73	\$22.73	\$0.36	\$24.09	\$23.09
	Custodian	\$20.47	\$0.41	\$20.88	\$19.88	\$0.42	\$21.30	\$20.30	\$0.32	\$21.62	\$20.62
Secretarial/Clerical	Calendar Year Secretary FT/PT	\$19.87	\$0.40	\$20.27	\$19.27	\$0.41	\$20.67	\$19.67	\$0.31	\$20.98	\$19.98
	School Year Secretary	\$19.87	\$0.40	\$20.27	\$19.27	\$0.41	\$20.67	\$19.67	\$0.31	\$20.98	\$19.98
	Library Assistant	\$18.71	\$0.37	\$19.08	\$18.08	\$0.38	\$19.47	\$18.47	\$0.29	\$19.76	\$18.76
	Building Assistant FT/PT	\$18.63	\$0.37	\$19.00	\$18.00	\$0.38	\$19.38	\$18.38	\$0.29	\$19.67	\$18.67
Finance	Accounts Payable Coordinator	\$20.01	\$0.40	\$20.41	\$19.41	\$0.41	\$20.82	\$19.82	\$0.31	\$21.13	\$20.13
	Purchasing Coordinator	\$22.24	\$0.44	\$22.68	\$21.68	\$0.45	\$23.14	\$22.14	\$0.35	\$23.49	\$22.49
Paras	Paraprofessional – Tier 1	\$19.05	\$0.38	\$19.43	\$18.43	\$0.39	\$19.82	\$18.82	\$0.30	\$20.12	\$19.12
	Paraprofessional – Tier 2	\$19.55	\$0.39	\$19.94	\$18.94	\$0.40	\$20.34	\$19.34	\$0.31	\$20.64	\$19.64
	Paraprofessional – Tier 3	\$20.05	\$0.40	\$20.45	\$19.45	\$0.41	\$20.86	\$19.86	\$0.31	\$21.17	\$20.17

ARTICLE NINE
CUSTODIANS, ELECTRICIAN, MECHANICS, PLUMBERS

1. The regularly scheduled hours of work for all Maintenance/Custodians, Mechanics, Plumbers and Electrician shall be eight (8) hours per day and forty (40) hours per week, Monday through Friday inclusive.

- a. The weekday schedule will be as noted in Addendum A for all positions covered in this article as reflected in Addendum A.
 - b. Summer Shift: Beginning with the close of school in June until a date to be determined by the Superintendent or designee just prior to the start of the next school year all custodial employees shall work a daytime shift.
 - c. When necessary for the proper operation of the schools, adjustment in work hours may be made by the Director of Facilities. Employees' hours under this provision will not be changed for the purpose of eliminating overtime.
 - d. The schedule for Mechanics is noted in Addendum A.
 - e. One half (1/2) hour for lunch will be scheduled by management and shall be unpaid.
2. The parties hereby agree to a special work week for no more than one (1) Custodian consisting of five (5) consecutive workdays occurring between 12:00am Sunday and 11:59pm. Saturday and as published and posted by the Employer. Any change to a workweek as previously published and posted shall require fourteen (14) calendar days notice by republishing and reposting with the effective date stated therein.
 3. Overtime. All employees shall be compensated with overtime wages at the rate of one hundred fifty (150%) percent of their regular rate of wages for all hours or portions thereof worked or credited in excess of forty (40) hours per week. Sick and holiday hours as listed in this Agreement which are paid for but not actually worked shall not be counted as hours worked nor shall they otherwise be used in computing overtime compensation.
 4. Rotation of Overtime. Overtime work shall be rotated and equally distributed among employees, subject to their ability to perform the work required within their position and department.

5. Facility Rentals. For events where District facilities are rented by non-school entities, custodial pay shall be made at the rate of double time when required to work on a Sunday or holiday commensurate with federal and state laws governing overtime provisions.
6. School Vacations. When schools are closed for student's vacation, all employees may be assigned to the daytime shift unless otherwise scheduled by the Director of Facilities.
7. Reporting Allowance. Any employee who is notified to work on a Saturday, Sunday or holiday outside the regular work week, other than for a regular boiler check and/or alarm calls, shall be guaranteed a minimum of three (3) hours overtime pay at the rate of one hundred fifty percent (150%) commensurate with federal and state laws governing overtime pay (in accordance with Section 3 in this article). This reporting allowance will include all regular employees.
8. Daily Breaks. Employees shall be allotted one (1) fifteen (15) minute break during the first four (4) hours of the workday and one (1) fifteen (15) minute break in the second four (4) hours of the workday. The specific time for these breaks will be established by management.
9. Inclement Weather. Although school may be delayed or cancelled during the day, all staff, included in this article, must still report to work. If unable to report to work on a regularly scheduled workday or are unable to complete the work schedule due to inclement weather, the employee's absence must be recorded as either vacation, personal, or leave without pay at the employee's option.

ARTICLE TEN

PARAPROFESSIONALS

Paraprofessionals work when school is in session and students are present except during professional development days.

1. The weekday schedule will be as noted in Addendum A.

2. School Closure. When schools are closed, all employees covered by this article will not report to work and not be paid except for paid holidays.
3. Daily Breaks.
 - a. One half (1/2) hour for lunch will be scheduled by management and shall be unpaid.
 - b. Employees covered by this article shall be allotted two (2) fifteen (15) minute breaks.
 - c. The specific time for this break will be established by management.
4. Inclement Weather and other Emergencies.
 - a. When school is closed due to inclement weather or other unforeseen emergencies follow the procedure in Section 2 of this article.
 - b. When school is delayed due to inclement weather or other emergencies all employees covered by this article will report to work in accordance with the delay. For example if the delayed start is one (1) hour, employees will report one (1) hour after their scheduled start time.
 - c. When school is dismissed ahead of schedule, all employees covered by this article shall vacate school premises as soon as possible after dismissal taking into consideration the safe dismissal of students.
5. For each of these positions, the work year will coincide with the school year calendar (including professional development days scheduled) established by the Employer and may be modified by the Rhode Island Department of Education (RIDE).
6. Paraprofessionals will be afforded three (3) professional development days including two prior to the start of the school year. All professional development days will be listed on the school calendar.
7. The schedule and assignment for Paraprofessionals shall be determined by the Director of Pupil Personnel.

8. Paraprofessionals are encouraged to continue educational pursuits and are currently eligible for professional development credits leading to reimbursement for courses using the My Learning Plan (MLP) system available at the WPS website.

9. Employees completing college level courses may submit a request for reimbursement of up to five hundred dollars (\$500.00) per year to offset the cost of relevant coursework completed.

To be considered, the employee must:

- a. Obtain preapproval from the Director of Human Resources by sending an email listing the course work and its relationship to work performed.
- b. Submit proof of completion of college level coursework with a passing grade of "B" or better;
- c. Provide documentation that the college was paid by the employee.
- d. Submit the above documentation to the Director of Finance along with a completed reimbursement form for payment.

NOTE: This reimbursement cannot be used in conjunction with coursework reimbursed through the professional development program requested online through MLP.

ARTICLE ELEVEN **CLERICAL, SECRETARIES, FINANCE COORDINATORS**

1. The weekday schedule will be as noted in Addendum A
 - a. For Building Assistants, the work year will be no more than one hundred eighty-seven (187) days and for Library Assistants the work year will be one hundred eighty-five (185) days. The work year should coincide with the school year calendar established by the Employer with the schedule for the additional days determined by their administrators.
 - b. The starting and finishing time of each day and the school year shall be determined by the Superintendent or designee as follows:

- i. Secretaries (School Year). The work year for school year secretaries shall begin August 1 and end June 30, with a maximum of two hundred fifteen (215) days consistent with the schedule of the administrator as established by the Employer and/or Superintendent or designee.
2. Daily Breaks
 - a. Employees covered by this article shall be allotted one half (1/2) hour for lunch will be scheduled by management and shall be unpaid for all employees working six (6) hours per day or greater.
 - b. Employees covered by this article shall be allotted two (2) paid fifteen (15) minute break per four (4) hours worked, with one (1) break in the first half of the day and the other in the second half of the day. The specific time for this break will be established by management and may not be used to shorten the day.
3. Inclement Weather or Emergency.
 - a. When school is delayed, all secretaries, finance coordinators, paraprofessionals, building and library assistants, shall report at the end of the delay unless notified of a change to ensure their safety.
 - b. When school is closed for an entire day, all secretaries and finance coordinators shall report to work at their scheduled time unless notified of a change to ensure their safety. Paraprofessionals, building assistants and library assistants do not report to work.
 - c. When school is dismissed ahead of schedule, all secretaries and finance coordinators shall remain at work unless notified of a change to ensure their safety. Building Assistants, Library Assistants and paraprofessionals shall leave at the time of school dismissal unless needed to ensure students safe departure.

d. In each case, if the employee is unable to report to work on a regularly scheduled workday or are unable to complete the work schedule due to inclement weather or emergency, the employee's absence must be recorded as either vacation, personal, or leave without pay at the employee's option.

ARTICLE TWELVE
HOLIDAYS

1. The following shall constitute official holidays:

New Year's Eve	New Year's Day	Martin Luther King, Jr. Day
President's Day	Memorial Day	Independence Day
Victory Day	Labor Day	Columbus Day
Veterans' Day	Thanksgiving Day	Day after Thanksgiving
Christmas Eve	Christmas Day	

2. As set forth herein employees shall receive pay for the above holidays provided that they shall have physically worked their last scheduled working day (or were taking previously approved leave) preceding such holiday and their first scheduled working day following such holiday. All calendar year employees shall be eligible to receive all of the holidays listed in Section 1 above. School year employees shall only be entitled to the above holidays which fall within the scheduled school year calendar. Paid holidays in which no hours were actually worked will not count towards overtime.

3. Holidays on scheduled day off. Should any of the holidays recognized above fall on any employee's scheduled day off including Saturday and Sunday; and in the case of an employee whose normal work week is five (5) days, Monday through Friday, such an employee shall not be deprived of his rights if eligible to the provision in Section 2 above.

4. Holiday Worked. An employee called to work on a holiday recognized by this Agreement shall be paid one hundred fifty percent (150%) of the regular rate of pay for such day in addition to his regular day's pay.

5. Personal Day. Employees will be allotted two (2) personal days per fiscal year. Personal days must be planned at least twenty-four (24) hours in advance and receive prior approval of the Superintendent or designee. In the event of an unforeseen circumstance, the employee shall notify the Superintendent or designee no later than the beginning of school on the day that the leave is to be discharged and they will be required to state the reason for the personal leave. One (1) personal day may be carried over to the next year to a maximum accrual of three (3) days. Personal days may not be used to extend a scheduled school vacation and/or holiday. Approval of personal days shall not be arbitrarily or capriciously withheld. Paid personal days in which no hours were actually worked will not count towards overtime.

ARTICLE THIRTEEN

VACATION

1. Calendar year employees, on their employment anniversary date shall accrue vacation days as follows:

- a. Any calendar year employee who has completed less than one (1) year but more than twenty-six (26) weeks of employment in the first year of employment shall accrue five (5) days vacation with pay.
- b. Calendar year employees upon completion of one (1) full year of employment but less than five (5) years of employment, shall accrue ten (10) days vacation with pay.
- c. Upon completion of five (5) years of employment but less than ten (10) years of employment, calendar year employees shall accrue fifteen (15) days vacation with pay.

- d. Upon completion of ten (10) years of employment but less than twenty (20) years of employment, calendar year employees shall accrue twenty-one (21) days vacation with pay.
- e. Upon completion of twenty (20) years of employment, calendar year employees shall accrue twenty-six (26) days vacation with pay.
- f. Calendar year employees may be granted vacation during the period from July 1 through approximately the week ending August 15. Exceptions may be granted with approval of the Superintendent or designee. Such vacation is not to exceed two (2) weeks. Employees shall schedule vacations by providing notice to the Superintendent or designee at least thirty (30) days in advance of the requested vacation. Vacation days shall be assigned with justice and equity and, once approved, may not be rescinded except by mutual agreement between both parties. Should vacation time be requested less than thirty (30) days in advance, the Superintendent or designee will have the final authority to deny or approve based on the needs of the Employer and existing staffing levels of the period.
- g. Employees shall accrue vacation to a maximum of sixty (60) days.
- h. School year secretaries covered by this Agreement who work a minimum of two hundred fifteen (215) days shall be entitled to accrue two (2) non-cumulative vacation days to be taken during nonscheduled school time in the academic year.
- i. Paid vacation days in which no hours were actually worked will not count towards overtime.

ARTICLE FOURTEEN

SICK

1. Paid sick days shall be granted to employees and is defined as a necessary absence from duty due to illness, injury or exposure to contagious disease. Sick days may also be used for

necessary attendance upon a member of the immediate family who is ill and in circumstances outlined in Article 14 with the prior permission of the Superintendent or designee. The definition of immediate family for the purpose of sick days, shall include domestic partners of the same or opposite sex who have lived in the same household for at least six (6) months and have made a commitment to continue to live as a family, and/or as defined by the federal Family Medical Leave Act and Rhode Island Domestic Partner Law.

2. A doctor's certificate or other satisfactory evidence is required after three (3) days of sick leave. A doctor's notice will also be required if the Employer suspects abuse of sick leave. Any abuses will be subject to disciplinary action as described in Article 24.

3. All employees shall accrue sick days at the rate of fifteen (15) days per calendar year for calendar year employees and twelve (12) days per year for school year employees to a maximum of one hundred (100) days except for those existing employees who may have accumulated between one hundred (100) and one hundred thirty (130) sick days based on previous collective bargaining agreements. As of July 1, 2012, any employee who accrued greater than one hundred (100) days will freeze at the level as of that date. Should anyone with greater than one hundred (100) days reduce their accrual to under one hundred (100) days, his new maximum accrual will then freeze at the level of one hundred (100) days.

4. Sick days are to be used for the reasons outlined in Section 1a of this article and in the event of enforced quarantine when established and declared by the Department of Health or other competent authority for a period of such quarantine only.

Only upon retirement of the employee, the Employer shall buy back thirty-five percent (35%) of the accumulated, unused sick days payable to the employee within thirty (30) days of retirement.

ARTICLE FIFTEEN

JURY DUTY

The Employer agrees that any employee who is summoned to perform jury duty shall be paid the employee's regular salary. The employee shall have deducted the difference of the daily jury duty fee paid by the court. Such deduction shall not include any traveling allowances or reimbursing of expenses that may be paid by the court.

ARTICLE SIXTEEN

HEALTH, DENTAL

1. Health and Dental Insurance

- a. All employees who are covered by this Agreement shall contribute annually, to the Employer a percentage of the annual employer costs of his medical insurance coverage, under one of the following tiers: Individual, 2-person or Family; and/or as applicable, dental coverage under the following tiers: Individual or Family as set forth herein.
- b. Effective July 1, 2019 and continuing for the term of this Agreement, the employee shall continue to contribute twenty percent (20%) of the working rate for medical and/or dental insurance coverage as applicable, that is charged to the Employer. Said contribution shall be by payroll deduction.
- c. Effective July 1, 2019, the Employer will make an annual contribution at the beginning of the calendar year into each covered member's Health Savings Account (HSA). The contribution amount will be one hundred percent (100%) of the deductible in year one (1), one hundred percent (100%) of the deductible in year two (2), and fifty percent (50%) of the deductible in year three (3) of the contract. The employee is eligible to contribute to their HSA should they choose to do so within the parameters set forth by the IRS.
- d. Employees will also be eligible to receive:

- i. Up to one hundred fifty dollars (\$150.00) per year reimbursement from the Employer for eyeglasses or contact lenses upon remittance of a valid invoice or bill.
- ii. A match of one hundred fifty dollars (\$150.00) if enrolled in the Employer sponsored Flexible Spending Account and the employee has contributed an amount that is equal to or greater than one hundred fifty dollars (\$150.00) per year.
- e. For all part-time employees, all benefits shall be pro rata.
- f. Physical Examination. The Employer shall require a physical examination for all Mechanics and those required by Rhode Island General Laws hired as of the effective date of this Agreement. The cost, not to exceed forty-five dollars (\$45.00) per physical examination shall be paid by the Employer.
- g. An employee, whose spouse receives comparable medical or medical and dental coverage, may, at his or her sole option, request that the Employer suspend this contractual coverage in return for three thousand dollars. (\$3,000.00).
- h. Any member who successfully carried out the complete terms of the previous wellness program will be grandfathered into a 2.5% discount from the working rate until June 30, 2021.
- i. Effective January 1, 2020, the following health coverage will be offered during the duration of the contract as follows:

Plan Benefit	BlueSolutions for HSA
HSA Qualified	Yes
Deductible Year Type	Calendar
Pharmacy Copays	\$0 post deductible
Pharmacy Deductible	\$0
Mail Order Copays	\$0 post deductible
Major Medical w/ Rx	None
Major Medical w/o Rx	None
Office Visit Copay	\$0 post deductible
Office Visit Specialist Copay	\$0 post deductible
Office Visit Allergy/Derm Copay	\$0 post deductible

	Office Visit Vision Copay	\$0 post deductible
	Office Visit Chiro Copay	\$0 post deductible
	Urgent Care Center Copay	\$0 post deductible
	Emergency Room Copay	\$0 post deductible
	Accupuncture	None
	Hearing Aid	None
In Network	In Network Coinsurance	0%
	Medical Individual Deductible	\$1,500
	Medical Family Deductible	\$3,000
	Medical Individual OOP Maximum	\$3,000
	Medical Family OOP Maximum	\$6,000
Out of Network	Out of Network Coinsurance	40% post deductible
	Medical Individual Deductible	\$3,000
	Medical Family Deductible	\$6,000
	Medical Individual OOP Maximum	\$4,500
	Medical Family OOP Maximum	\$9,000

ARTICLE SEVENTEEN
LIFE INSURANCE

The Employer shall pay the full cost of providing group life insurance coverage in the amount of fifty thousand dollars (\$50,000.00) for all employees.

ARTICLE EIGHTEEN
WORKERS' COMPENSATION

Whenever an employee shall be absent from his duties and receiving compensation as provided in the Worker's Compensation Law, he shall be granted sick leave in accordance with the rules applicable thereto, in an amount not to exceed his regular compensation. Deductions from accumulated credits shall be applied only to that part of his salary which is paid as an addition to Worker's Compensation payments, and the total of the two shall not exceed the regular salary for a given pay period. Annual leave credits may be applied in the same manner. When such absence shall not be covered by sick days or annual leave, it shall be deemed to be leave without pay.

ARTICLE NINETEEN
SENIORITY

1. Seniority shall be defined as the total length of continuous employment with the employee's most recent date of hire in this collective bargaining unit. Seniority shall be terminated and all rights under this Agreement shall cease when an employee voluntarily quits, is discharged for just cause, is laid off for a period of one (1) year, or exceeds an authorized leave of absence.

2. Transfer of employees occurred based on the language of the arbitrator's decision and was completed by all parties in June 2012, at which time a Memorandum of Agreement was completed by both parties and added to the Agreement.

3. Vacancies. A vacancy in an existing position, filled by an employee covered by this Agreement, shall be electronically posted no later than seven (7) days from receipt of resignation and for a period of five (5) working days on appropriate school bulletin boards. Paraprofessional vacancies that occur during the school year will not be posted for internal movement until the end of the school year. Any employee who is interested in filling the vacancy shall apply in writing to the Superintendent or designee within seven (7) days of notice of the vacancy. The vacancy shall be filled, if needed, within a reasonable period of time. Vacancies will first be filled from within the department by the most qualified applicant, should one meet the qualifications. Should no applicant within the department meet the qualifications, then consideration will be given to those members outside the department, before posting to applicants outside of the collective bargaining unit. In determining qualifications for vacancies, the school administration's decision will be final and binding, and not subject to the grievance arbitration provisions of this Agreement, unless the decision by the Superintendent or designee is arbitrary and capricious. In addition, the parties agree that the Employer is entitled to select "the most qualified individual" for all promotional vacancies, irrespective of seniority. Because responsibilities vary within positions in a collective bargaining unit or even a job description, basic information concerning the specific nature of the job may be provided at the start of the position.

The Employer agrees to fill all vacancies within the bargaining unit, subject to the provision in section a. below.

- a. The Employer agrees that the first consideration will be given to filling all vacancies from within the Department where the vacancy exists. All appointments shall be for one (1) full year. The Job Fair shall take place the fourth (4th) week of June yearly. All laid off employees should be notified in order that they may be present to exercise their right to bid based upon the best interests of the student, education and qualifications. If these factors are equal then seniority shall be used to assign the position. When a position is available, the position shall be awarded to the most qualified and senior employee on the recall list for their classification. Employees shall be notified of recall by the Employer by certified mail, return receipt requested, (or by a comparable service) to the employee's last known mailing address.

The notice shall state that acceptance by the employee shall be by certified mail, return receipt requested, (or by a comparable service). A copy of the recall letter shall be given to the Union Business Manager. The employee shall have three (3) work days after the post date of the Employer's return receipt to notify the Employer of his/her wishes to return to work.

The employee may hand deliver the acceptance document to the Superintendent's Secretary who shall give the employee a date received stamped copy of the letter. Said decision to recall shall be based on need and mutually agreed to by both parties.

All postings at the Job Fair will have specific details of job duties and expectations and these criteria will be made available prior to the job fair.

4. Layoffs

- a. Westerly Public Schools shall notify the non-certified as well as the Union Business Manager by June 1st.

- b. In the event a reduction in force (layoff) is required, the most junior employee in the position shall be subject to layoff. The affected employee may exercise seniority in his department in any equal or lower rated position, provided he meets the criteria for the job description. If he is unable to exercise his seniority within his department, he may exercise his seniority in any equal or lower rated position in the collective bargaining unit, provided he meets the criteria for the job description defined as the ability to perform the duties of the job description after a trial period of thirty (30) workdays. This determination shall be made by the Superintendent or designee and shall be final and binding and not subject to the grievance arbitration provisions of this Agreement unless the decision by the Superintendent or designee is arbitrary and capricious.
- c. An employee who has been downgraded or laid off as a result of reduction in force shall be recalled to his former position in accordance with his seniority.
- d. Paraprofessional transfers when occurring due to a student or students departing a program, after the beginning of the school year shall occur based upon the employee's qualifications and abilities, as determined by the Superintendent or designee. When the qualifications and ability are equal, seniority shall be the determining factor.
- e. The most junior employee in the department covered by this Agreement shall be subject to layoff. The employee thus affected may exercise his seniority by bumping, if qualified, within any department within the collective bargaining unit. The employee bumping into another position as the result of a layoff shall be afforded a thirty (30) day trial period during which he shall demonstrate that he is in fact, qualified for that position. In the event the Superintendent or designee determines that said employee is not qualified to satisfactorily perform the duties required of that position, then said employee shall be subject to layoff or termination.

- f. An employee covered by this Agreement who is laid off shall be offered reemployment in his former department in the event that the Employer deems it necessary to rehire within twelve (12) months of the date of layoff.
 - g. Reduction in hours will not affect an employee's rate of pay. In the event a laid off employee is recalled as a part-time substitute, the higher rate of pay in the department involved will apply. The rate of pay being paid at time of layoff will apply.
5. An initial seniority list, prepared by the Employer according to this section, shall be provided to the Union Business Manager and each member. Thereafter, in January of each year, a seniority list of all employees, showing name, position and most recent date of entering service shall be given to the Union Business Manager and shall be posted on appropriate bulletin boards accessible to all employees and will be open to protest and correction for a period of thirty (30) days from the posted date and upon proof of error presented by an employee or his representative such error will be corrected by mutual agreement. After thirty (30) days such list shall become final except for the unresolved errors, if any.
6. Notwithstanding the above sections, for the purpose of layoff and recall only, Union Stewards shall be deemed to have greater seniority than all other employees in the collective bargaining unit for their term of office. The purpose of this section is to ensure proper representation of employees at all times.
7. It is further agreed that under no set of circumstances will seniority be recognized from one collective bargaining agreement to another collective bargaining agreement. Moreover, in the event that employees covered by other Local 808 collective bargaining agreements with the Employer, or the Town of Westerly, are hired under the terms and conditions of this Agreement, those individuals will be considered "new" employees. In addition, they will be required to comply with all provisions of this Agreement.

8. The parties agree to define seniority as follows for the purpose of this collective bargaining agreement:

- a. Primary Seniority is the length of service within a class of position within Westerly Public Schools.
- b. Secondary Seniority is the total length of service within Westerly Public Schools.

ARTICLE TWENTY **BEREAVEMENT**

In case of death of one of the following relatives in the employee's immediate family, father, mother, brother, sister, child, husband, wife, father-in-law, mother-in-law, grandparent, stepchild, grandchild, domestic partner of the same or opposite sex, an employee shall be allowed a period of five (5) consecutive working days as noted in Article 9, Article 10, and Article 11 including the day of the funeral. Any exceptions must be approved by the Superintendent or designee. For the following relatives: aunts, uncles, sister-in-law, brother-in-law, son-in-law, daughter-in-law, the Employer shall be allowed three (3) days, including the day of the funeral with full pay plus travel time if necessary. Said leave is defined as a full twenty-four (24) hour period.

ARTICLE TWENTY-ONE **BULLETIN BOARDS**

The Employer shall make bulletin boards in appropriate locations in each school available to the Union for the posting of official union information and notices of promotional vacancies.

ARTICLE TWENTY-TWO **SAFETY AND HEALTH**

1. Objectives and Obligations of the Parties. The Employer and the Union will cooperate in the continuing objective to eliminate accident and health hazards. The Employer shall continue to

make reasonable provisions for the safety and health of its employees during the hours of their employment.

2. Protective Devices, Wearing Apparel, etc. To ensure the safety of its custodial employees The Employer agrees to provide annually three (3) pairs of work pants, five (5) collared shirts, five (5) t-shirts, one (1) pair of work shoes, and every three (3) years: one (1) winter coat, hat and gloves for wearing apparel so as to prevent and reduce injuries and health hazards. The Employer shall also provide standards for safety shoes not to exceed one hundred fifty dollars (\$150.00) per fiscal year, with reimbursement payable upon presentation of a receipt, for all Mechanics, Field Person and the Electrician. The Employer agrees to pay the full rental cost of uniforms for the Head Mechanic and any other Mechanics. During work hours all Maintenance/Custodians and Mechanics are required to wear the apparel purchased in a uniform, clean and professional manner. Employees not adhering to the clothing requirements will be sent home to change and the time frame will be unpaid.

3. Disputes. Any employee or group of employees who believe that they are being required to work under conditions which are unsafe or unhealthy beyond the normal conditions inherent in the operation in question, shall have the right to file a grievance as outlined in the grievance procedure herein.

ARTICLE TWENTY-THREE **EVALUATIONS**

Evaluations of educational support professionals are conducted for the purpose of assessing and improving job performance. The Employer recognizes the valuable and significant role played by educational support professionals in the delivery of high-quality educational services to our students. Evaluations will be conducted in accordance with the Evaluation instrument by the Superintendent or designee, and shall be based on Common Standards of Performance and shall

apply to all positions identified as part of this collective bargaining unit. Common Standards of Performance will comply with the Rhode Island Department of Education's (RIDE) Basic Education Plan (BEP) and will include:

- Attendance
- Interpersonal Relations and Communications
- Commitment and Quality of Work
- Initiative and Development
- Confidentiality
- Specific Requirements of the Position

Further, evaluations for employees in each department within the collective bargaining unit will be provided with additional Standards of Performance based on the specific job title. The purpose of the evaluation is to provide employees with a review of their performance from one period to the next.

ARTICLE TWENTY-FOUR **PROGRESSIVE DISCIPLINE**

1. An employee is entitled to be informed of the right to have his Union Representative and supervisor present during a meeting with the Superintendent or designee, during which the principal topic of discussion is discipline. An employee's request for the presence of a Union Representative will be honored.

2.

- a. Disciplinary action may be imposed upon an employee for just cause. A grievance may be presented if the disciplinary action is in dispute. Disciplinary action imposed by the Superintendent or designee shall be done in a manner that will not embarrass the employee before other employees or the public. If the Superintendent or designee identifies a

performance issue with an employee, counseling including re-training as necessary will be provided.

- b. First time infractions, irregularities, or deficiencies shall result in counseling between the employee and immediate supervisor. A second infraction will result in an oral reprimand with the employee, and include counseling and corrective re-training if necessary. This discussion will be documented in the employee's personnel file.
- c. Any additional infractions, irregularities or deficiencies will result in a written reprimand to the employee and will contain an action plan for improvement with a specific timeframe. This warning will be documented in the employee's personnel file.
- d. Should a fourth infraction, irregularity or deficiency occur, a final written warning or Notice of Last Chance as well as a suspension of up to fifteen (15) days without pay or if relevant, a demotion will be enacted.
- e. Any further infraction will result in discharge of the employee.
- f. As noted above, disciplinary action or measures shall include only the following:
 - i. Counseling with re-training
 - ii. Oral reprimand
 - iii. Written reprimand
 - iv. Suspension
 - v. Demotion (where applicable)
 - vi. Notice of last chance
 - vii. Discharge

When any disciplinary action is to be implemented, except oral reprimand or counseling, the Superintendent or designee shall before or at the time such action is taken, notify the employee and the Union in writing of the specific reasons for such action.

3. When the Superintendent or designee disciplines an employee, except for counseling or oral reprimand, the following procedures will apply:
 - a. The employee will be given a speedy (prompt) hearing. If necessary, the employee will be placed on administrative leave (leave with pay) for a maximum of three (3) working days within which time the Employer shall conduct a hearing. If the employee does not agree with the disciplinary action beyond an oral reprimand, his may file a grievance and the grievance process as outlined in Article 25 shall be processed.
 - b. If the Employer requires additional time beyond the three (3) working days administrative leave, to prepare to the hearing, the employee will be continued on administrative leave until the hearing is held. In no case shall administrative leave exceed ten (10) days.
 - c. If the Union and/or the employee require additional time beyond the maximum of three (3) working days administrative leave, to prepare for the hearing, the employee will be placed on leave without pay. In no case shall such leave without pay exceed ten (10) days.
 - d. In any event a hearing shall commence no later than ten (10) days after notice that a suspension or discharge has been imposed and a written decision shall be rendered within fifteen (15) days of the conclusion of the hearing.
4. In the case of demotion, the Superintendent or designee shall give the employee and the Union written notice of his intention to effect the demotion not less than fifteen (15) days before the date it is intended to become effective.
5. An employee against whom a disciplinary action has been taken, resulting in a dismissal, may appeal the decision and proceed immediately to the grievance level in Article 25, Section 3, Step 3.
6. In all cases the employee and the Union shall be notified on or before the effective date of such action.

7. In the event that an employee is dismissed, demoted or suspended under this section and such employee appeals such action and his appeal is sustained, he shall be made whole under the terms and provisions of this Agreement.
8. An employee may be granted a demotion upon request, when recommended by his supervisor and approved by the Superintendent or designee. In this instance his current status shall be transferred to the lower class.

ARTICLE TWENTY-FIVE

GRIEVANCES

1. Definition. A grievance is defined as a written complaint by an employee and/or the Union alleging a violation of this Agreement. It must be specific, and identify the article and section of this Agreement allegedly violated by the Employer. The term grievance shall not include any complaint with respect to any matter that falls outside the Employer's and or Union's authority or jurisdiction.
2. Union Grievance. The grievance procedure may be utilized by the Union in processing grievances, which allege a violation of the obligation of the Employer to the Union as such. In the event that an employee dies, the Union may process, on behalf of his legal heirs, any claims he could have had relating to any monies due under the provision of this Agreement.
3. Grievance Procedure. Union Stewards and Union Officers shall be guaranteed sufficient time off during working hours in order to settle grievances without loss of pay.

Step 1. An employee who believes that he has a justifiable request or complaint may discuss the request or complaint with his immediate supervisor with the Union Steward present. However, any such employee may instead, if he so desires, report the matter directly to his Union Steward and if the Union Steward believes the request or complaint merits discussion shall take it up with the employee's immediate supervisor in a sincere effort to resolve the

problem. The employee involved may be present in such discussion if he so desires. If the Union Steward and immediate supervisor, after full discussion, feel the need for aid in arriving at a solution, they may, by agreement, invite such additional Employer or Union representatives that may be necessary and available to participate in further discussion and solution of the problem. The foregoing procedure, if followed in good faith by both parties should lead to a fair and speedy resolution of most of the complaints arising out of the day-to-day operations of the Employer. However, if a complaint or request has not been settled or satisfactorily resolved in Step 1, it can be presented in writing and processed in Step 2.

Step 2. If no satisfactory resolution is reached, the grievance then shall be reduced to writing within five (5) working days to the Employer or the Superintendent or designee. A meeting for a discussion with the Superintendent or designee shall be held no later than five (5) working days after the submission of the grievance to the Superintendent or designee. The Employer shall then have five (5) days in which to give his answer in writing to the Union.

Step 3. If no satisfactory results follow from consideration of the grievance by the Union and the Superintendent or designee, it may be referred to the Westerly School Committee for action within fifteen (15) days. Step 4. If no satisfactory results follow from consideration of the grievance by the Union and the Westerly School Committee within fifteen (15) days of its initial submission to the Westerly School Committee, it may be referred to arbitration as hereinafter provided.

4. Arbitration Procedure. Step 1. The party desiring arbitration, the Employer or the Union, as the case may be, shall, within fifteen (15) days after the grievance has been reduced to writing, give to the other party written notice that the matter is to be submitted to arbitration and it shall specify the questions to be arbitrated. The period within which notices of arbitration is required to be given hereunder may however be extended by written stipulation of the parties. Step 2.

Both parties of this Agreement agree to settle all disputes except as otherwise provided herein to the arbitrator who shall be appointed by the American Arbitration Association or The Labor Relations Connection through their procedures. Step 3. The decision of the arbitrator as to matters arising out of the contract shall be final and binding on both sides. The arbitrator shall have no power to alter, amend, add to or deduct from the arrangement of this Agreement; however, he shall consider past practice when applicable. The fees and expenses of the arbitrator shall be borne equally by the parties. Step 4. It is understood that in case of wrongful discharge or disciplinary action, the arbitrator may order reinstatement of the employee with back pay and without loss of any rights, provided that the Union shall have submitted the grievance in accordance with the grievance and arbitration procedures provided herein.

5. Notwithstanding anything to the contrary contained herein, if an employee does not file a grievance in writing with the Employer, or his designated representative, which for the purposes of this procedure, shall be the Superintendent or designee, within ten (10) calendar days after the employee knew or should have known of the act or condition upon which the grievance is based, then the grievance shall have been waived and the employee shall be barred from later filing such a grievance.

ARTICLE TWENTY-SIX

BUSINESS MANAGER, FIELD REPRESENTATIVES, AND UNION STEWARDS

1. The Union Business Manager or his representatives shall be allowed to visit each school during working hours. He will report to the building Principal when he enters the building and again notify the Principal when he leaves.
2. A Union Steward shall be appointed at each school by the Union to see that all conditions of this Agreement are complied with.

ARTICLE TWENTY-SEVEN
NO STRIKES

Cognizant of the statutory strike prohibition, the Union additionally agrees that neither it, nor its members, will engage in any strike, slowdown, sick out, or progressive sick out, or connected refusal to perform duties or will the Employer lockout its employees during the term of this Agreement.

ARTICLE TWENTY-EIGHT
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the Westerly School Committee and the Town of Westerly, Rhode Island and the Union and their respective successors and assigns. Should any party to this Agreement transfer their interests, then said transfer shall include all rights and obligations contained herein, specifically including the union security provision. No provision herein contained shall be nullified or effective in any manner as a result of any change in Westerly School Committee or Westerly Public Schools, Westerly, Rhode Island. **Subcontracting.** The Employer shall have the right to enter into subcontracts for the performance of work, where the work is of a type which has never been performed by employees, or of a type that has previously been subcontracted, or where the subcontractor selected by the Employer subscribes and agrees to be bound by the same economic conditions and union security provisions contained in this Agreement and shall afford every then existing employee who is affected by the sub-contracting, the right of employment to perform said work.

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, Rhode Island general law(s) and/or federal law(s), then that article, section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.

ARTICLE TWENTY-NINE
DURATION OF AGREEMENT

1. The terms and conditions of this Agreement shall be effective July 1, 2018 and shall continue in full force and effect through June 30, 2021 and from year to year thereafter unless either party, at least one hundred twenty (120) days prior to June 30, 2021 gives notice in writing to the other party of its intention to terminate this Agreement, in which event this Agreement shall terminate at the end of the contract year in which said notice is given. In the event that such notice is given, negotiations shall begin immediately, no later than sixty (60) days prior to the termination of the Agreement.
2. The terms and conditions of this Agreement supersede all prior contracted terms and all past practices accepted by both parties.

ARTICLE THIRTY
PENSION

For the purpose of providing retirement benefits, the Employer agrees to contribute to the Laborers International Union of North America National (Industrial) Pension Fund

- i. Whereas the pension Fund's Board of Trustees has adopted a Funding Rehabilitation Plan ("Plan") dated July 26, 2010, to improve the Fund's funding status over a period of years as required by the Pension Protection Act of 2006 ("PPA"); and
- ii. Whereas, a copy of the Plan has been provided to the Union and the Employer; and
- iii. Whereas the Plan in accordance with the PPA, requires that the signatories to every collective bargaining agreement providing for contributions to the Pension Fund adopt one of the schedules included in the Plan; and

- iv. Whereas, the union and the Employer have agreed to adopt the Plan's Preferred Schedules and wish to document that agreement herein;

It is hereby agreed by the undersigned Union and Employer as follows:

- v. This Addendum shall be considered as part of the Agreement. The provisions of this Addendum supersede any inconsistent provision of the Agreement.
- vi. The current contribution rate to the Pension Fund of two dollars and eighty-five(\$2.85) shall be increased by ten percent (10%) (rounded to the nearest penny) to the rate of three dollars and forty-six cents (\$3.46) effective July 1, 2018. The parties further agree that the additional increase to the contribution rate to the Pension Fund shall be financed by the Employer.
- vii. Effective July 1, 2019, the contribution rate to the Pension Fund of three dollars and forty-six cents (\$3.46) shall be increased by ten percent (10%) (rounded to the nearest penny) to the rate of three dollars and eighty-one cents (\$3.81). The parties further agree that the additional increase to the contribution rate to the Pension Fund shall be financed by the employee contributing twelve cents (\$.12) and the Employer contributing twelve cents (\$.12). Said employee contributions shall be by payroll deduction.

With regard to benefits under the Pension Fund, the Plan's Preferred Schedule provides that the Pension Fund's current plan of benefits for the group will remain unchanged with the following exceptions:

- viii. Benefit Accruals for periods after adoption of the Preferred Schedule will be based on the contribution rate in effect immediately before the Preferred Schedule goes into effect for the group, not on the increased rates required by this Schedule.

- ix. Effective April 30, 2010 and until the Rehabilitation Plan succeeds, the Pension Fund is not permitted by the PP A to pay any lump sum benefits or pay any other benefit in excess of the monthly amount that would be payable to the pensioner under a single life annuity. This means that the Fund must suspend its Partial Lump Sum option, Social Security Level Income option, and Widow/Widower Lump Sum option. Exceptions are made for a lump sum cash-out of a participant or beneficiary whose entire benefit entitlement has an actuarial value of five thousand dollars (\$5,000.00) or less and for the Fund's five thousand dollars (\$5,000.00) death benefit.
- x. The Board of Trustees continues to have discretionary authority to amend the Rules & Regulations of the Pension Fund, including the Rehabilitation Plan, within the bounds of applicable law.
- b. The Plan as a whole is deemed to be a part of the Preferred Schedule.
- c. For the purposes of this article, each day paid for, including days of paid vacation, paid holidays and other days for which pay is received by the employee in accordance with this Agreement, shall be counted as days for which contributions are payable. All pension contributions shall be paid on all hours worked including hours worked during the summer, provided the employee is performing duties during the summer which are specified as being covered by this Agreement.
- d. Contributions shall be due and paid into the Fund not later than the twentieth (20th) day of each month and up to the last completed payroll period for the preceding calendar month.
- e. Unless otherwise agreed by the Pension Fund, contributions shall be paid by check to the "Laborers' National (Industrial) Pension Fund at 905 16th Street, N.W., Washington DC 20006 by US mail or commercial carrier.

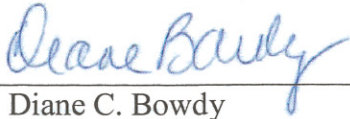
2. RI Laborers' Annuity Fund: The Employer agrees to contribute, beginning on July 1, 2011 through the term of this Agreement, for those hours worked, six cents (\$.06) per hour, up to a maximum of eight (8) hours per day per employee to the RI Laborers' Annuity Fund, not to exceed four thousand dollars (\$4,000.00) annually. Said sum shall be paid into the RI Laborers' Annuity Fund not later than the twentieth (20th) day of each month and up to the last complete payroll work period for the preceding calendar month.

3. All terms and conditions of insurance coverage provided including eligibility for coverage, coverage period, and dates of premium payments necessary for such coverage shall be determined by the insurance carrier according to their established rules and regulations.

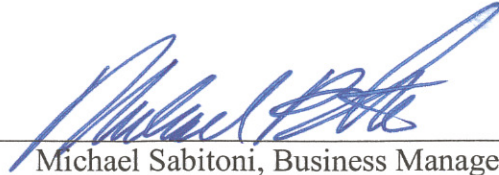
IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 16th day of January 2020.

WESTERLY SCHOOL COMMITTEE
On behalf of Westerly Public Schools

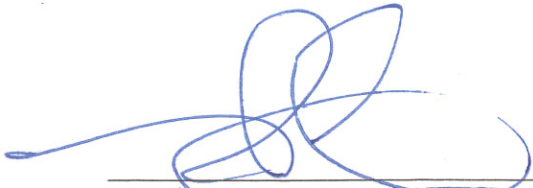
RI LABORERS' DISTRICT COUNCIL
On behalf of Local Union 808, of the Laborer
International Union of North America, AFL-
CIO



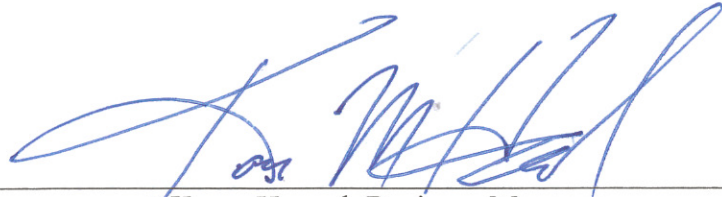
Diane C. Bowdy
Westerly School Committee Chair



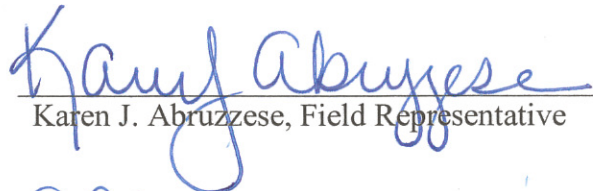
Michael Sabitoni, Business Manager
Rhode Island Laborers' District Council



Mark C. Garceau, Ed.D.
Superintendent of Schools



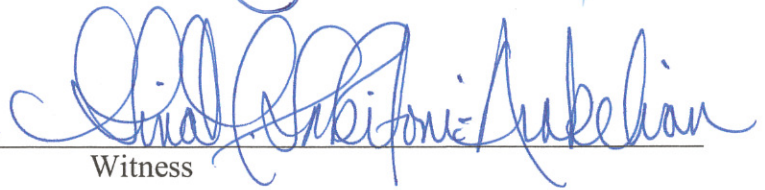
Karen Hazard, Business Manager
Local Union 808



Karen J. Abruzzese, Field Representative



Witness



Witness

ADDENDUM A
DAILY SCHEDULES AND HOURS OF WORK

1. Maintenance Staff:
 - a. First Shift: 6:00am – 2:30pm
 - b. Midday Shift: 10:00am – 6:30pm
 - c. Split Shift Friday – Wednesday (Partial year): 6:00am – 2:30pm
 - d. Second Shift: 2:00pm – 10:30pm
 - e. Mechanics: Schedule changes for Mechanics shall be issued at least two (2) days in advance.
 - i. Head Mechanic, Boilerman/Fieldman: 5:30am – 2:00pm
 - ii. Mechanic: 8:00am – 4:30pm
 - f. Electrician: 7:00am – 3:30pm
2. Paraprofessionals: Work days when school is in session; and three (3) professional development days where applicable.
 - a. Building Assistants and Library Assistants: 7 hours per day
 - b. Part-Time Building Assistants: Varies, 3 hours per day minimum
 - c. Paraprofessionals
 - i. 1.0 FTE Paraprofessionals: 7 hours per day
 - ii. .8 FTE Preschool Paraprofessionals: 7 hours per day, Monday – Thursday
 - iii. .4 FTE Preschool Paraprofessionals: 3.5 hours per day, Monday – Thursday
 - d. Secretaries: 8 hours per day
 - e. Finance Coordinators: 8 hours per day