

# **AGREEMENT**

Between

**The Coventry Public Schools**

And The

**Coventry Teachers' Alliance  
School Related Personnel**

**SEPTEMBER 1, 2012**  
**THROUGH**  
**AUGUST 31, 2015**

## **DURATION OF CONTRACT**

THIS AGREEMENT shall become effective on the first day of September, 2012 and shall remain in effect through the thirty-first day of August, 2015.

### **NEGOTIATING TEAMS:**

#### **Coventry Teachers' Alliance** **School Related Personnel**

Denise Gibbons, President, SRP  
Ruth Daniels, Vice President, SRP  
Brian Skalski, Trustee, SRP  
Linda Bellemere, Secretary, SRP  
Sharon Grace, Trustee, SRP  
Vinny Maccarone, CTA

#### **Coventry Public Schools**

Michael Convery, Superintendent  
James Erinakes, Assistant Superintendent  
Robin Pelletier, Finance Director  
Nancy E. Sprengelmeyer, School Committee Vice-Chairperson  
Judith Liner, School Committee Member  
Kerry McGee, Town Council Vice-President

### **AGREEMENT**

THIS AGREEMENT is entered into between THE COVENTRY PUBLIC SCHOOLS, Coventry, Rhode Island: hereinafter referred to as the "EMPLOYER" and the COVENTRY TEACHERS' ALLIANCE SCHOOL RELATED PERSONNEL, on behalf of the COVENTRY SCHOOL EMPLOYEES, hereinafter referred to as the "UNION".

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**ARTICLE 1**  
**RECOGNITION**

1. Pursuant to and in accordance with all applicable provisions of Chapter 9.4 Title 28 of the General Laws of the State of Rhode Island (Municipal Employees Arbitration Act), the Coventry Public Schools recognizes the Union as the exclusive collective bargaining representative for those employees in the defined bargaining unit, for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment.

2. The Bargaining Unit shall consist of all Coventry Public School employees appointed by the School Committee to positions listed in Article 30.

Said employees shall be specified as Classified personnel, including the Classifications listed in Article 30 of this Agreement employed by the Coventry Public Schools, excluding supervisors and the Secretary to the Superintendent.

The District agrees that it shall not hire/use less than fifteen (15) hour employees.

It is expressly understood that should, in the future, the school district determine it necessary or desirable to establish a school district operated transportation program, any transportation employee displaced by the June 1994 termination of the existing district operated program shall have a first right of refusal to a position equal to that previously held.

Any action to implement a new district operated student transportation program shall be cause for the inclusion of the position of bus driver and bus monitor/assistant within the above listing of bargaining unit classified positions.

3. All employees covered by this agreement, who are members of the Union on the effective date of this Agreement, may remain members of the Union in good standing for the life of this Agreement. The decision on whether an employee becomes or remains a member shall be the employee's, subject to the Union's rights to accept, reject or expel members.

4. No person within the bargaining unit shall be displaced from his/her normal work by any person outside the bargaining unit except that those services currently provided to transport Special Education students to and from their daily classroom/building of assignment, shall be excluded from this stipulation.

5. The Employer and the Union agree not to discriminate in any way against employees covered by this agreement on account of race, religion, creed, color, sex, age, physical handicap, or country of

ancestral origin, marital status, sexual orientation, or political affiliation.

6. The Union agrees to indemnify and hold the Coventry Public Schools and the Coventry School Committee harmless for any alleged violation of Sections 1 and 3 of this Article asserted by any employee, including, but not limited to, all costs of litigation, damage awards, and attorneys' fees that it may incur as a result of any such claim.

**ARTICLE 2  
DUES AND UNION SERVICE CHARGE CHECK-OFF**

1. The Employer agrees to the continuance of a Union check off system whereby Union dues and/or agency fee charge will be withheld from the employee's pay at source. Such withholdings are to be transmitted by check at intervals of no greater length than fifteen (15) days made out to the order of the Coventry Teachers' Alliance/School Related Personnel and accompanied by a list of employees paid. Said list shall also be sent to the local Union Treasurer.

2. Agency fee check off: The parties agree that employees who are covered by this Agreement shall have the right to voluntarily join or refrain from joining the Union. However, employees who are covered by this Agreement and who choose not to join the Union shall be required, as a condition of employment, to pay to the Union each month a lawful "service charge" as contribution toward the administration of this Agreement in an amount equal to the percentage of the regular dues that is used by the Union exclusively for the negotiation and administration of this collective bargaining Agreement.

3. Agency fee shall be deducted from new employees from date of hire to and including the first six (6) months; thereafter, said employees shall have the option of joining the Union whereupon they will pay Union dues or continue as agency fee paying employees. Laid off employees who accept work on a day-to-day basis (substitute status) or in a temporary position for more than thirty (30) continuous working days shall pay agency fee or Union dues, whichever is applicable.

**ARTICLE 3  
HOURS OF WORK AND PREMIUM PAYMENTS**

1. Standard Schedule: All positions shall consist of:

A. Standard work week of five (5) consecutive days, Monday through Friday.

B. The standard work day shall consist of the following hours.

1.) Custodians: All Shifts\*

Elementary Level ..... 8 hour work day/night

Secondary Level ..... 8 hour work day/night

2.) Custodians ..... Less than 8 hours

- 3.) Maintenance\* ..... 8 hour work day
- 4.) Head Custodian\* ..... 8 hour work day/night  
     \*The above employees shall receive a paid  
     one-half (1/2)hour lunch period.
- 5.) Clerks ..... 7 hour work day
- 6.) Confidential Secretaries ..... 7/8 hr. work day
- 7a.) Supervisory Assistant ..... 4/5/6 hour work day
- 7b.) Teacher Assistant Instructional-  
     Classroom ..... 3\* hour work day  
     Title ..... 4 hour work day  
     Special Education\*\*..... 4/5 hour work day  
     Special Education\*\*..... 6/6.5 hour work day  
     Technical Assistant..... 5 hour work day

\*The District agrees to phase out 3 hour Kindergarten Assistants over the term of this contract (not less than 30% of K Assistants in year 1; not less than 60% in year 2; 100% in year 3) and replace with 4 hour Kindergarten Assistants.

\*\*Categories include: Self-Contained, Resource

The above hours may be adjusted upward not to exceed two (2) hours during the school year to meet program demands and downward not to be less than as stated above. In any such position where the hours have been extended and are carried forward into the next school year, the position must be filled in accordance with Article 5 as appropriate.

Teacher Assistants shall not lose pay on an in-service day, but on said day shall attend professional development or be assigned by administration to clerical duties.

The District shall provide a minimum of one (1) professional development day and up to three (3) days for teacher assistants. Teacher assistants who attend shall be paid at their regular hourly rate of pay for the hours of attendance. Attendance is voluntary. The District shall schedule one (1) professional development day prior to September 30<sup>th</sup> of each year.

2. Premium Payments: The following premium payments shall apply to all employees covered by this Agreement. Payment shall be in the form of salary unless compensatory time is requested by the employee and authorized by the Superintendent. Requests for compensatory time shall not be arbitrarily or capriciously denied.

- A. Time and one-half (1 1/2) shall be paid for all hours worked in excess of forty hours worked weekly.
- B. Double time shall be paid for all work performed on the seventh day in any one (1) work week and/or after sixteen (16) continuous hours.

- C. Time and one-half (1 1/2) in addition to straight time, shall be paid for holidays worked except as otherwise provided in 1A and 2B above.
- D. Approved sick leave or annual leave shall be considered as regular time worked for purpose of computing premium payments providing employee has worked 2 1/2 days of the work week for which overtime is being computed.
- E. Overtime shall be divided equitably among employees within a classification and within a school. In the case of employees who are not assigned to a school, then overtime shall be divided equitably among that classification.
- F. Any employee covered by this agreement who works a second shift shall receive a differential increase in hourly pay as per Article 30, Paragraph C.

G1. Employees called back to work prior to or after their standard work day - up to 1:00 am - shall receive a minimum of two (2) hours at one and one half (1 1/2) times their straight time. All time in excess of two (2) hours shall be paid at one and one-half (1 1/2) times their straight time.

G2. If called to work prior to or after their standard work day after 1:00 am, said employee shall receive a minimum of three (3) hours at one and one-half (1 1/2) times their straight time except when an employee is called to report to work one (1) hour or less before his/her shift begins, then the employee shall receive overtime rate of pay for the length of time actually worked.

G3. When an employee works in a higher classification, the employee shall receive the rate of pay at the commensurate salary step in the higher classification that ensures an increase in the hourly rate.

H. A record of all overtime payments shall be maintained and made available to the President of the Local Union upon request.

**ARTICLE 4  
HOLIDAYS**

1. All employees covered by this Agreement shall receive the following paid holidays except as otherwise provided.

New Year's Day	Columbus Day
Martin L. King Day	Veteran's Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Eve Day
Victory Day	Christmas Day
Labor Day	*Rosh Hashanah/Yom Kippur

\*In the event that school is not scheduled to be in session on Rosh Hashanah and Yom Kippur, and both holidays fall on a regular work day (M-F), then employees shall receive a paid holiday for the first of said days.

Exception: Ten (10) month employees shall not receive Victory Day.

Independence Day shall be granted to all two hundred (200) day employees.

Fifteen hour employees shall receive the following paid holidays:

Labor Day  
Columbus Day  
Thanksgiving Day  
Day after Thanksgiving Day  
Christmas Eve Day  
Christmas Day  
New Year's Day  
Washington's Birthday

1. If holidays are lost through legislative action, said holidays shall be taken as a free day, the time to be agreed upon with the immediate supervisor. If agreement cannot be reached, then said lost holiday shall be a day off on the employee's birthday.
2. When a holiday falls on the employee's scheduled day off, the employee shall receive an additional day off, or pay, for such additional day. Such day off shall be mutually agreed upon by the immediate supervisor and the employee.
3. Holidays shall be paid and not counted within an employee's approved vacation schedule.
4. Whenever a holiday falls during a period of approved paid sick leave, said employee shall be granted holiday pay for that day.

## **ARTICLE 5**

### **Posting and Filling Vacancies**

1. Bulletin Boards: The Employer agrees to provide bulletin board space in each and every department or school where notice of Union matters may be posted.
2. The Employer shall hold two (2) annual job fairs for the Classifications of: Behavior Specialist, Technical Assistants, Speech/COTA Assistants, Instructional Assistants, Supervisory Assistants, and LPN/RN Student Support Assistants. The Employer shall hold a minimum of one (1) job fair for the Classifications of Secretaries and School Clerks on the same date as the first (1<sup>st</sup>) job

fair for other personnel listed above. The first job fair shall be held at a mutually agreed upon time not later than the third (3<sup>rd</sup>) week of August. The second (2<sup>nd</sup>) job fair shall be at a mutually agreed upon time prior to October fifteenth (15<sup>th</sup>). All known vacancies and new positions shall be posted five (5) working days prior to each job fair. An updated list of vacancies and new positions shall be available at the start of each job fair reflecting any necessary last minute changes. Only those qualified employees who have attained a satisfactory evaluation shall be allowed to participate in the job fair. ("Qualifications" for purposes of this section and section three (3) below means the employee possesses any required certification(s) and has successfully completed the required training and passed the currently required test for the position, if any.) Based on Seniority within the Classification (except as otherwise provided in section 2.1 and 2.2), employees shall have the opportunity to bid on each job. As each employee successfully bids on a position, the position they have held shall then be put up for bid at the job fair. Upon completion of the within classification bidding process, unfilled positions within the Classification shall then be opened to bid on the basis of seniority among qualified employees outside the classification (except as otherwise provided in section 2.1 and 2.2). The jobs of successful bidders shall then be put up for bid in the same manner. Any unfilled positions at the end of this process shall be posted and advertised after the job fair. Once the job fair is completed the employee shall remain in the position selected until the next job fair or until he/she bids successfully pursuant to Section Four (4) below.

2.1. An employee shall be considered "displaced" if he/she was forced out of his/her current Classification through job elimination, bumping, lay off or other means beyond the employee's control. A displaced employee shall be given a "displacement right" to his/her Classification. This means that if/when a position becomes open in the employee's displaced Classification he/she shall have the right to bid back into it before it is opened up to members of the bargaining unit from other Classifications. If said employee chooses not to return to his/her displaced Classification upon his/her first opportunity to do so, he/she shall forfeit such right.

2.2. If a displaced employee is unable to secure a position back into his/her Classification he/she shall be allowed to bid by his/her seniority (assuming appropriate qualifications as defined in section 2 above) on any open position (even out of current Classification) if it is equal to or lesser in pay to the job in which he/she was displaced from. An employee shall retain such displacement right until a position becomes open in his/her displaced classification.

2.3. Vacant and New Positions that arise during the year shall be considered open positions until a job fair is held. If any member of the bargaining unit was reduced in benefits due to job elimination, bumping, lay off, or other means beyond the employee's control, and said employee was unable to secure an equivalent position at job fair, said employee(s), by order of seniority, shall be given the choice to

fill a vacant position to recoup benefits until the ensuing job fair. If said employee declines such vacancies, temporary employees/substitute employees shall be appointed to these open positions until the time of the next job fair.

3. The Superintendent and Union President shall convene a team, consisting of no more than three (3) representatives from each side, to create and pilot a new Secretary/School Clerk test. The test shall be completed no later than October 1, 2012. The team shall be responsible for creating professional development courses designed to teach to the skills and concepts of the test. Such courses shall be offered throughout the 2012-2013 school year, beginning in October. The number of sessions of each course offering shall be determined by the number of union employees who express interest in participating in each professional development opportunity. Similarly, said courses shall continue to be offered each year as requested by the SRP President. The new Clerk's test shall be administered by the district twice in October of 2012 and no less than four additional times from January, 2013 through June, 2013. Similarly, the test shall continue to be offered each year as requested by the SRP President. An employee shall be granted three (3) attempts to take and pass the test in any three (3) year contract cycle, except that an employee may take the test once in October, 2012 and a failing score on the October, 2012 administration of the test shall not be considered an employee's first attempt. If an employee fails the test, he/she shall be given a list of the skills/concepts in which he/she demonstrated a deficit, and allowed the opportunity to take/retake the professional development courses as necessary.

3.1 For the purposes of this article, only those employees who have successfully bid and retain ownership to a Secretary or School Clerk Position prior to October, 2012 are waived this requirement. All other employees must take and pass this new Secretary/School Clerk test to be considered qualified to bid into the Classification of Secretary or School Clerk.

4. When a new or vacant position becomes available in the Classifications of Tradesworkers, Custodians, Confidential Clerk/Secretaries, Confidential Accounting Clerks and Couriers, a notice of such position shall be posted in each school on all official bulletin boards listing the duties and qualifications. This notice of vacancy shall remain posted for five (5) working days.

Employees interested shall apply in writing to the Superintendent for the position posted. At the conclusion of the posting period the Employer shall determine if an internal candidate meets the posted qualifications. (Qualifications for purposes of this Section means the employee meets the qualifications set forth in the job posting.) If more than one candidate is deemed to be qualified, the most senior candidate shall be offered the position. Internal candidates shall have a fifteen (15) working day trial period, which may be extended up to an additional fifteen (15) days by mutual agreement. During this period, the Employee may decide to return to his/her position at any

time. If at the end of the trial period the Employer is not satisfied with the employee's performance, the employee shall be returned to his/her former position. Once the position is awarded to an internal candidate, the employee's original position, if deemed a vacancy, shall be dealt with as prescribed by this Article. If more than one internal candidate is deemed qualified and the most senior person returns to his/her former position during or at the end of the trial period the next most senior qualified candidate shall be offered the position, and so on. If no employee meets the qualifications, the single most senior bidder shall have a fifteen (15) day trial period, as long as he/she has demonstrated a commitment to working towards the qualifications by recent training or coursework related to the job.

New employees shall be probationary for a period of six (6) months from date of hire. By mutual agreement of Union President and Superintendent, the probationary period may be extended up to an additional six (6) months. Upon satisfactory completion of the probationary period, the employee shall be placed on the seniority roster retroactive to the date of hire.

5. Job fairs for Extended School Year (ESY) shall occur at least one (1) week prior to the start of the ESY program. All postings shall be filled on the basis of seniority and qualifications, regardless of employee's school year Classification. Administration shall post all available jobs by the number of hours. Successful bidders shall be allowed to select, by seniority, his/her preferred position within those hours, except that administration shall reserve the right to place one-on-one assistants with the child they worked during the school year if said assistant is the successful bidder for such hours by seniority.

## **ARTICLE 6 ARBITRARY FIRING**

1. To avoid arbitrary firings when a supervisor is not satisfied with the performance of the work of an employee, the employee shall first be counseled in the presence of his/her Union representative in order to help improve the employee's performance of work.

## **ARTICLE 7 LEAVE OF ABSENCE**

1. Upon written application, an employee shall be granted a leave of absence, without pay, not to exceed six (6) months. Such leave shall be limited to one (1) during the term of this contract. Additional leaves without pay, beyond these parameters, may be granted by the Superintendent for just cause and shall not be arbitrarily or unreasonably denied. The use of such additional leave for vacation purposes shall be prohibited.

2. Employees shall be notified within ten (10) days of the submission of request regarding the administrative disposition of the request.

3. All employees shall be entitled to three (3) days unpaid short-term leave in a school year. At least forty-eight (48) hours notice shall be given except in case of emergency when a shorter notice will be acceptable, provided however; no such leave may be taken in connection with a school vacation, either within one working day before or after such a vacation.

## **ARTICLE 8 VACATIONS**

1. Twelve (12) month employees shall receive vacation which must be earned on the basis of one (1) day for each appropriate number of work days worked annually as follows:

6 months to 1 year of employment - 5 days  
*(to be taken during the second 6 months of employment)*  
1 year to 5 years - 10 days  
6 years to 9 years - 15 days  
10 years to 19 years - 20 days  
20 or more years - 25 days

2. Vacation time shall be allowed to carry over from one year to the next not to exceed five (5) days. Request for carryover days shall be for good cause and must be requested by January 15 which shall not be unreasonably denied by the Superintendent.

3. The Superintendent of Schools and his or her designee shall be responsible for assignment and approval of vacation period in accordance with seniority as contained in this Agreement. Accrued vacation pay shall be paid to any eligible employee leaving his/her employment by the employer for any reason except discharge for just cause. In the case of an employee's death, payment of such accrued vacation pay shall be made to the employee's dependents or to his/her estate. Accrued vacation must be utilized within a twelve (12) month period unless an employee is out sick, in which case said vacation shall be converted to sick leave.

4. Employees transferring to twelve (12) month positions from a position of lesser duration shall receive vacation eligibility credit by computing the number of months worked per year and dividing by twelve (12) to ascertain an equivalent year of service on a twelve (12) month basis.

5. In recognition of the existence of several periods of school shut down, vacations shall normally be scheduled for such periods except that eligible employees may be allowed to take vacation when school is in session when said can be accomplished without the necessity of employing a substitute. Deviation from these provisions may be granted from time to time when extenuating circumstances exist and the request

is deemed to warrant the Superintendent's approval. Summer vacation requests shall be submitted no later than May 1 of each year and shall be acted upon no later than May 15. All other requests shall be acted upon within ten (10) working days. Custodians may request two (2) week's vacation during the school year, which request shall not be unreasonably denied. Custodians shall be allowed to split such requested vacations in the following manner: Each of the two (2) weeks eligible for use during the school year may be divided in two (2) periods. Meaning a custodian may request five (5) consecutive days; four (4) days in one (1) week, and one (1) day in another week, or three (3) days in one (1) week and two (2) days in another week.

6. Employees covered by this Agreements shall not be called back to work while on vacation, except for emergency work, and, if called back, shall receive the regular vacation pay plus time and one-half (1/2) for the hours they have worked.

## **ARTICLE 9 SICK LEAVE**

1. Sick leave shall be granted for sickness or injury and for absence due to quarantine in the family, in cases of illness in the household, or illness of the employee's children, mother or father.

2. Twelve (12) month employees shall be granted a total of twelve (12) sick days and ten (10) month employees shall be granted a total of ten (10) sick days during each school year. The maximum accrual of sick days shall be one hundred fifty (150) school days, except that persons who are employed twenty (20) hours or less weekly shall have a maximum accrual of ninety-five (95) school days.

3. An employee absent due to personal illness for more than three (3) consecutive days shall present to the Superintendent's office a doctor's statement for reason of such absence.

4. Employees may bank double the amount of unused sick days in any given year. For example, if a twelve (12) month employee uses four (4) sick days, he/she may bank two (2) times the number of unused days (2 x 8) for a total of sixteen (16) days.

5. All employees must maintain a sick bank of no less than twenty (20) days in order to be eligible for a cash payout of unused sick days. Any unused sick days during the twelve (12) month period of October 1 through September 30 of the next school year, after a person has met their sick bank requirement, shall be paid out to the employee (up to a maximum of seven (7) days) on the first pay period in November of each year and/or the employee can bank double the number of remaining sick days for future sick leave use. For example, if a twelve (12) month employee uses three (3) sick days, he/she may select a cash payout of seven (7) of the remaining nine (9) unused sick days and may bank two (2) times the remaining two (2) days (2 x 2) for a total of four (4) days. He/she may also select a cash payout of less than seven

(7) of the remaining nine (9) unused days. For example, if a twelve (12) month employee uses three (3) sick days, he/she may select a cash payout of five (5) of the remaining nine (9) unused days and may bank two (2) times the remaining four (4) days (2 x 4) for a total of eight (8) days.

6. Any employee who has used three (3) or less sick days during the period from October 1, 2012 through September 30, 2013 shall receive a one-time addition of ten (10) sick days added to their accumulated sick bank, or a one-time cash payout of five (5) sick days paid at their daily rate of pay on the first pay period of November, 2013.

7. A Catastrophic Sick Bank shall be available for employees to access once they contribute three (3) days per year towards the bank for three consecutive years, and they maintain such contribution annually. The Catastrophic Sick Bank shall provide the employee with forty (40) paid days beyond the regular accrued sick leave. An employee may access catastrophic sick leave in a successive year only if he/she has used less than the forty days in the previous year. Once the catastrophic sick bank has been accessed, the employee must contribute for three successive years and maintain such contribution to access the bank again. Employees still have the right to access Article 9, Section 8 at the end of the forty-day period.

8. In the event an employee's illness exceeds the number of accumulated sick leave days and the employee submits a medical statement indicating the necessity to continue on sick leave, said employee shall be granted, upon request, unpaid sick leave a maximum of two (2) months. No more than two (2) months unpaid sick leave days shall be allowed in any one contract year. The employee's health coverage shall also be maintained by the employer in full force and effect for the above two-month period.

9. The Superintendent of Schools shall have the right to request an examination of the employee by a physician designated by the school department.

10. Personal leave shall not be charged against sick leave.

11. Retirees after twenty (20) years of service with the Coventry School District shall receive fifty percent (50%) of accrued sick leave as a severance payment. Prior to the calculation of severance, a retiring employee may set aside in a benefit account up to fifteen (15) days from accrued sick leave bank at the daily rate of pay. The benefit account may be used by the retiree to offset participation in the district retiree health insurance plan.

12. Employees who do not notify the district of the intent to retire by April 1<sup>st</sup> of the fiscal year prior to retirement may be paid their severance in the next fiscal year.

### **13. Transition year (2012-2013):**

Since cash payouts and sick bank accrual that will take place in November of 2012 are based on parameters for sick leave established in the September 1, 2009 through August 31, 2012 contract; the following method will be used for determining same:

- Sick leave accrual shall continue to be two (2) days per month for employees who work more than twenty (20) hours per week and one (1) day per month for employees who work twenty (20) or less hours weekly through September, 2012.
- Cash payouts and sick bank accrual that will take place in November of 2012 shall be based on the parameters established in the September 1, 2009 through August 31, 2012 contract.
- Twelve (12) month employees shall be granted a total of eleven (11) sick days for the period from October 1, 2012 through August 31, 2013 and ten (10) month employees shall be granted a total of nine (9) sick days for the period October 1, 2012 through August 31, 2013.
- Sick leave accrual and cash payouts that will take place in November of 2013 shall be based on the parameters as listed in Article 9 of this current contract.

Double banking shall not apply to the sick days accrued in September 2012, but shall apply to those days granted for the period from October 1, 2012 through August 31, 2013. For example, if a ten (10) month employee uses three (3) sick days, he/she will have a total of  $(11 - 3 =)$  eight (8) remaining days, all of which are eligible for double banking. The employee may select a cash payout of seven (7) of the remaining eight (8) unused days and may bank two times the remaining one (1) day  $(2 \times 1)$  for a total of two (2) days. He/she may also select a cash payout of less than seven (7) of the remaining eight (8) unused days. For example, if a ten (10) month employee uses three (3) sick days, he/she may select a cash payout of five (5) of the remaining eight (8) unused days and may bank two times the remaining three (3) days  $(2 \times 3)$  for a total of six (6) days.

If the same ten (10) month employee uses zero (0) sick days, he/she will have a total of  $(11 - 0) =$  eleven (11) remaining days, but the first two (2) such days are not eligible for double banking. Therefore, if the employee elects to bank all unused days, he/she will bank a total of two (2) plus two (2) times the remaining nine (9) unused days, for a total of  $(2 + 18 =)$  twenty (20) days. If the same employee selects a cash payout of seven (7) days, he/she may bank two (2) times the remaining four (4) days for a total of eight (8) days.

**ARTICLE 10  
BEREAVEMENT LEAVE**

1. Bereavement Leave: an employee may be absent for five (5) consecutive days without loss of pay in case of the death of a father, mother, brother, sister, husband, wife, child, father-in-law, mother-in-law or grandchild—regardless of where the deceased resided or any other person with whom the employee may be living. Bereavement leave shall conclude within seven (7) days after notification of death.

2. Further, each employee may be absent for three (3) days without loss of pay due to the death of brother or sister of employee's spouse, son-in-law or daughter-in-law

3. Further, each employee may be absent for one (1) day without loss of pay on the day of the funeral in the event of the death of own grandparent, grandparent of spouse, aunt, uncle, niece, nephew, first cousin, brother-in-law or sister-in-law.

**ARTICLE 11  
PERSONAL LEAVE**

1. For personal reasons, two (2) days per school year. In the event the member does not use his/her two (2) personal days, that member shall be allowed to carry over one (1) personal day to the following school year. A maximum of three (3) personal days in any school year shall be granted, unless the Superintendent specifically authorizes additional days. Approval of personal leave must be obtained in advance from the Superintendent, except for unforeseeable emergencies.

2. Retired or deceased: Such time if not taken shall be paid at the retirement or to the estate at death.

**ARTICLE 12  
QUARANTINE - COURT LEAVE - JURY LEAVE  
ANNUAL MILITARY TRAINING**

1. In the event of quarantine by the Health Department, or an annual active duty for military training, the employee shall receive his/her regular daily pay less any compensation received from any source during such period of absence, including, in the case of military training, only pay received from the government during a period of military training.

2. Jury Leave: Every employee covered by this Agreement who is ordered by appropriate authority to report for jury duty shall be granted a leave of absence from his/her regular duties during the actual period of such jury duty and shall receive for such period of jury duty his/her regular pay or his jury duty pay, whichever is the greater,

provided: the employee must turn over his/her jury duty pay to the School System.

3. Court Service: When any regular employee is summoned to court in connection with public school affairs, said employee shall be granted the day without loss of pay.

4. Military Service: An employee in the bargaining unit who has left or shall leave a permanent position by reason of entering the Armed Forces of the United States, (whether through membership in the Reserve or the United States Military or Naval Forces or in the Rhode Island National Guard or Naval Reserve, or by reason of commission, induction, or otherwise), who has held a position with the employer for one hundred and eighty (180) days or more calendar days than twelve (12) months preceding such entrance in the Armed Forces shall be granted a military leave of absence from said position commencing from the time of leaving said position for said purpose and continuing throughout the duration of said absence required by the continuance of service in the Armed Forces.

A. An employee on military leave shall be granted yearly salary increases and longevity increases when due in accordance with the conditions of eligibility outlined in these regulations and seniority shall continue to accrue.

5. At the conclusion of such military leave of absence, the employee shall be returned to his position subject, however, to any law which may hereafter be enacted affecting such right of return or defining the conditions under which such returns may be made and prior sick leave accumulated shall be credited upon return.

### **ARTICLE 13 MATERNITY LEAVE**

1. A pregnant employee so certified by her physician shall be entitled to use accrued sick leave for any time she is unable to work for medical reasons. Such maternity leave time shall be deducted from the employee's sick bank.

2. Parental leave shall be granted to eligible employees pursuant to Chapter 48, Title 2B, General Laws of RI as amended State and federal laws, the terms of which are incorporated by reference as is fully set forth herein.

3. At the end of maternity leave, the employee shall be returned to the position from which she is on leave at the same step of the current range for her classification of position.

**ARTICLE 14**  
**UNION REPRESENTATIVE OFFICIAL TIME-OFF WITH PAY**

1. The Employer agrees that during working hours, on the Employer's premises, a Union representative shall be allowed to:

- A. Post Union notices
- B. Attend negotiating meetings
- C. Process and investigate grievances

2. All duly accredited CTA/SRP representatives shall have access to the Employer's premises during normal business hours for the purpose of investigating and processing grievances, conferring with the local Union representatives and/or the Employer's representative.

3. One (1) delegate per one hundred (100) Union members or fraction thereof shall be granted reasonable time off during working hours to attend CTA/SRP regional or state conventions with the knowledge of the Employer and after giving twenty (20) days written notice to the Employer, time off for international conventions not to exceed five (5) days and time off for regional or State conventions not to exceed two (2) days. This section shall not apply to more than one (1) of each type of convention during the course of the year.

4. Two (2) Executive Board members may attend the funeral of a Union member.

5. The Union Executive Board may attend the funeral of other Executive Board members, or members of their immediate families, at the discretion of their employer.

6. Not more than two (2) employees shall be allowed one year's leave of absence without pay to work for the CTA/SRP.

7. The CTA/SRP President or his/her designee shall be released from his/her position/duties one (1) day per month to conduct union business.

**ARTICLE 15**  
**COMPENSATION FOR TOOLS AND EYEGLASSES**

1. The District shall furnish all tools necessary for the performance of its employees excluding trade classification.

A. Employees working in a trade classification shall furnish their own hand tools.

B. Power tools, electronic test equipment and specialty tools shall be furnished by the District.

C. Tools broken or damaged when working on assigned work shall be replaced by the District except where damage is caused by negligence or misuse.

2. When an employee has damaged his/her eyeglasses on employer connected work, the employer shall replace such eye-glasses, provided such breakage is not due to his/her negligence.

3. Any replacement or payment shall be made within twenty (20) working days.

## **ARTICLE 16 SAFETY AND HEALTH**

1. The Employer and the Union shall cooperate in the enforcement of safety rules and regulations.

2. Should an employee complain that his/her work requires him/her to be in unsafe or unhealthy situations, in violation of acceptable safety rules, the matter shall be considered immediately by representatives of the employer. If the matter is not adjusted satisfactorily, the grievance may be processed according to the grievance procedure.

## **ARTICLE 17 EMERGENCY AND GENERAL OVERTIME**

1. In the event of an emergency as determined by the employer, all employees are subject to assignments to additional duty as required, provided that employees be given first choice to work in their proper work classification.

2. In any twenty-four (24) hour period, an employee who has worked sixteen (16) hours or more shall, except in an emergency, be entitled to eight (8) hours rest (exclusive of travel time and established lunch period) before reassignment. If such period should overlap the employee's normal work day, he/she shall suffer no loss of pay for time involved.

3. Regular and foreseeable overtime shall be on a rotating basis, by classification according to an established list within a building first and if there are not enough employees from within the building then based on seniority from the list and capacity for work.

A. All maintenance work shall be on a rotation basis among maintenance staff according to specific classification and capacity for work.

B. Regular and foreseeable overtime shall be offered to employees at least forty-eight (48) hours ahead of time, except in the case of an emergency.

C. For the purpose of this section, an established list shall be that list of employees formulated by the Administration in the fall of each school year following the solicitation of all bargaining unit members within classification who wish to be placed on a call list for overtime work, provided, however, that an employee placed on said list who declines the offer of overtime on three consecutive occasions shall be removed from the list for the remainder of the school year. The Administration shall be free to employ a person from outside the bargaining unit if no employee within classification on the overtime list is available.

4. Rest Periods: Employees, who for any reason work for two (2) hours or more beyond their regular quitting time into the next shift shall receive a meal break on such next shift. In addition, they shall be granted the regular rest periods that occur during the shift.

#### **ARTICLE 18 INCLEMENT WEATHER POLICY**

1. The Employer may suspend work without loss of pay during extreme weather conditions. Employees working school days only will receive make-up pay when the work is accomplished on student make up days.

2. All employees, excluding twelve (12) month employees, are not required to report for work at any time when schools are closed due to inclement weather or other emergency as announced by WPRO, which shall be the official announcement station(s).

3. On days that schools are delayed or closed early because of inclement weather or other emergency, employees whose shift is scheduled to begin prior to the student's delayed start time shall be permitted to arrive no later than one-half (1/2) hour prior to the student's scheduled arrival with full pay. Employees whose shift is scheduled to end after the student's early dismissal time shall be permitted to leave for the day once all students have been dismissed from the building with full pay.

#### **ARTICLE 19 SENIORITY**

1. Seniority shall be the relative status of employees with respect to length of service within the school district.

A. Super Seniority: The local Executive Board members shall, during their term of office, have top seniority on a school-wide basis for layoff and recall purposes only. Said Executive Board members cannot be bumped but may be made subject to lay off if there is no work available for their classification; i.e., they must be the last employee to be made subject to lay off within their classification and shift.

2. Seniority shall govern with respect to layoffs, recalls, vacation preference, shift and transfers within classification.

3. New employees shall be considered probationary employees for a period of six (6) months from date of hire. By mutual agreement of the Union President and Superintendent, this probationary period may be extended up to an additional six (6) months. Upon completion of this probationary period, the employee shall be placed on the seniority roster and the effective date of his/her seniority shall be the date of hire. Probationary employees shall receive sick days upon completion of probationary period retroactively.

4. A person appointed to fill a new or vacant position, shall upon fulfillment of the probationary period be granted a seniority date retroactive to the date of School Committee appointment. Once appointed, the employee shall receive the contractual benefits that a probationary employee receives therein.

5. Seniority shall be cumulative during periods of layoffs up to a maximum of two (2) years.

## **ARTICLE 20 STAFF REDUCTION**

1. Whenever layoffs or job eliminations become necessary, employees shall be laid off on the basis of seniority district-wide, unless said employee's position cannot be filled by another more senior employee subject to layoff. An employee who has been made subject to job elimination shall be allowed to bump only the least senior employee (district-wide) within the same classification of position, same category\* and same number of hours or may elect to go to a job fair. (\*Note: Categories for special education assistants include resource and self-contained only).

a. In the event an employee is subject to job elimination or who is bumped from his/her position through the process described above and cannot exercise his/her seniority within classification, then he/she may bump the least senior employee in any classification (district-wide) in which he/she has worked provided that he/she has worked in said classification for a period of at least six (6) months or may elect to go to a job fair. An employee subject to layoff shall be entitled to two (2) weeks notice or two (2) weeks pay in lieu of notice.

b. An employee who has been made subject to layoff or job elimination during the school year (October thru June) shall be restricted to bumping only the least senior member by hours of work in classification district-wide. If the employee can only bump a least senior member whose work hours are less than those from which they were laid off the district shall adjust the hours of the new

assignment for the remainder of the year to make him/her whole to the level of the position previously held.

In the event that the employee cannot exercise bumping rights within classification he/she shall be eligible to bump in keeping with provisions as established in (a) above based on the parameters as established in (b) above.

c. All employees affected by these provisions shall maintain rights to previously held positions as described in Article 5, Sections 2.1 and 2.2, and be considered eligible for reassignment for the ensuing school year in accordance with Article 5.

**ARTICLE 21  
CLASSIFICATION AND PAY PLAN**

1. The Employer agrees to review with the Union any and all changes which may be proposed by the Employer or the Union to the classification system or pay plan affecting the employees covered by the Agreement.

2. The complete classification plan shall be so arranged that positions that are substantially similar with respect to authority, responsibility and character of work are included within the same class and the same pay schedules can be made to apply with equity under like conditions. The class titles so established shall be used in all areas covered by this contract.

3. During the life of this Agreement each job classification shall have a written specification.

**ARTICLE 22  
STRIKES AND LOCKOUTS**

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

**ARTICLE 23  
SAVINGS CLAUSE**

If any portion of this Agreement shall be found to be inconsistent with law, such portion shall be ineffective and the remainder of this Agreement shall remain in full force and effect. The parties shall renegotiate the ineffective portion.

**ARTICLE 24**  
**HEALTH AND WELFARE**

All employees included in this Agreement shall be covered by a Health Insurance Program as determined by the District, with the expressed understanding that any change in the present District health benefit carrier shall be made in keeping with the following expectations:

a. Assurance that a new carrier will cover pre-existing conditions of all participants covered under the provision for the bargaining unit.

b. The specific benefits of a new carrier would not be less in composition than to those then currently provided by the District to the employees.

c. The extent of the choice of fully participating physicians, provided employees under the proposed plan(s) shall not be substantially less than those choices available to employees under the plan(s) in place at the time of changeover.

d. Consultation will take place with the union leadership to verify that the terms of this agreement would be fulfilled, with initial consultation occurring upon the determination by the Administration that an alternate plan is to be considered.

e. In the event that the Union believes the District's determination to change to a specific carrier will result in a violation of the intent of this agreement, the District agrees that it would participate in expedited arbitration to prospectively litigate the issue.

The Health Plan provided shall include individual or family membership, payment of which shall be borne partially by the employer and partially by the employee and shall provide that unmarried dependent students remain covered on all family plans through the end of the calendar year following their twenty-sixth (26<sup>th</sup>) birthday. Probationary employees are to be included commencing with the month following the date of hire.

**HEALTH BENEFIT AND DELTA DENTAL CO-PAY**

2012-2013- 11%; 2013-2014 - 12%; 2014-2015 - 13%

Less than five (5) hour employees shall not be eligible for Health Benefits. The only exception to this provision shall be that if a less than five (5) employee hired prior to August 31, 1998 and has been receiving Health benefits since is unable to secure a benefited position at job fair by using his/her appropriate seniority then he/she shall be allowed to continue on the District Health coverage

and be responsible for the above employee co-pays until such time that he/she is able to secure a benefited position at a future job fair.

Employees hired to fill shifts of five (5) hours or more shall be eligible for individual or family coverage.

1. Semi-private for 365 days of care.
2. Full obstetrical and 365 days medical care.
3. Diagnostic Rider.
4. Supplemental Major Medical \$1,000,000 maximum:  
    \$50.00 deductible
5. Medical emergency rider.
6. Prescription drug rider.
7. Vision Care.

7A. Employees retiring from employment with the Coventry Public Schools shall be allowed to remain in the District's health plan (including and concurrent with COBRA) for a period of six years following their date of retirement at the retired employee's expense.

7B. The School Committee shall maintain twenty-two thousand dollars (\$22,000) in a fund for employees taking a retirement and collecting a Coventry Public School pension consistent with the SRP pension plan and who purchase health care pursuant to Section 24(7) (A). The fund shall be divided equally among such retirees, up to a maximum payment on the premium of one thousand two hundred dollars (\$1,200) per retiree per contract year. Amounts spent in one year shall be reimbursed to the fund in the next year by the School Committee in order to maintain the fund at twenty-two thousand dollars (\$22,000) for the entire duration of the contract.

8. The District shall provide a Dental Health Program as determined by the District with two thousand dollars (\$2,000) Maximum coverage for classified employees whose standard work day is four (4) or more hours and whose work year is one hundred eighty (180) days or greater and shall have furnished at District cost:

- a. Individual or Family coverage equal to 93-94 level
- b. Individual or family adult orthodontics rider equal to 93-94 level
- c. The District shall provide individual Dental Coverage equal to level I Delta Dental Coverage for other regular employees who work less than a four (4) hour day, provided that said employees furnish, at their expense, one half (1/2) of the District's cost of their individual dental care benefit. Employees who elect to participate in the District's program must maintain their status for a one (1) year period and shall have payroll deductions facilitating same according to District's directive.

9. Employees on lay-off or leave shall be allowed to remain in the above Health Insurance plan by reimbursing the employer at the group rate for a minimum period of eighteen (18) months.

10. All employees covered by this Agreement shall have on-the-job accident or injury protection to the extent that their regular salary shall continue during the period of incapacity, minus the total amount of Workers Compensation payments for a period of twenty-four (24) months following the date of injury.

The wages continued shall be as follows:

- a. 100% for the first four (4) months
- b. 90% for the second four (4) months
- c. 80% for the third four (4) months
- d. 70% for the remainder of the twenty-four month period.

Any employee who, at the conclusion of twenty-four (24) months of receiving Workers Compensation, or who has been absent from service due to job-related injury for a period of two (2) years or more due to the same or related injury and is drawing less than 80% wage eligibility, either of whom are unable to immediately return to service with the District, shall be separated.

Individuals falling within this stipulation shall be eligible for re-employment to a position, for which they are qualified, at the first opportunity such a vacancy occurs and said vacancy is subject to filling from outside the Bargaining Unit.

In addition to meeting the specific qualifications for the position which the candidate has requested consideration, the individual must submit evidence from their physician and a physician of choice of the School District who is a specialist in the area of the employee's work related injury, when requested, that they are physically and mentally capable of fulfilling the full duties and responsibilities of said position. Said individual shall have separated from any Workers Compensation claim and be free of any restrictions there from.

12. Employees shall have proper facilities for relaxation during rest period. Rest periods shall be granted for fifteen (15) minutes for 3 & 4 hour employees and (30) minutes for 5 + hourly employees.

12A. Seven (7) hour employees shall receive a thirty (30) minute lunch break which shall be paid.

13. Any employee who elects not to take the District's Health Care coverage shall be paid a yearly stipend of \$2,325 for the 2012-2013 school year. The annual stipend shall be reduced to \$2,250 for the 2013-2014 and 2014-2015 school years. If, however, during the year, the spouse of said employee loses the medical coverage on which the employee now depends, they shall be eligible to be immediately

reinstated to Health coverage in the District on the next regular premium payment list. Employees making such a request must make appropriate application to the Superintendent including the showing of cause for same. A prorated proportion of the above stipend paid to the employees shall be returned to the District immediately upon reinstatement to coverage. The implementation of this provision shall be reserved for those who can establish substantial change in coverage. Once an employee has elected to receive this stipend, he/she cannot resume District Health coverage until and unless he/she can show a substantial change in coverage through their spouse.

14. Employees shall have the option to choose their own medical/dental coverage plan: (Blue Cross/Blue Shield Classic or Blue Cross/Blue Shield Health Mate Coast-to-Coast), provided they change carriers during open enrollment periods. The Committee shall pay for that portion of expense up to the rate paid for Health Insurance coverage only.

**ARTICLE 25  
LIABILITY**

1. The Coventry School District shall maintain a general comprehensive liability insurance which shall pay on behalf of the insured (all school personnel) all sums which the insured shall become legally obligated to pay as damages of:

A. Bodily Injury:	
Each Person .....	\$200,000
Each Occurrence.....	\$500,000
Aggregate.....	\$500,000
B. Property Damage:	
Each Occurrence.....	\$ 25,000
Aggregate .....	\$ 50,000

**ARTICLE 26  
GRIEVANCE PROCEDURE**

1. The purpose of the grievance procedure shall be to settle grievances of the employees in the Bargaining Unit, including problems concerning working conditions, at as low a level as possible and as quickly as possible, so as to insure efficiency of the department operation and to promote employee morale.

2. Any employee covered by this Agreement who has a grievance must submit the grievance in writing to the immediate supervisor and the Union within ten (10) working days of the occurrence of the grievance

or it shall not be considered grievance under the terms of this Agreement.

3. Grievances initiated by the Union concerning contract violation shall commence with Step 2 of the procedure. Grievances shall designate the clause(s) and articles allegedly violated.

4. Step 1. The employee who has a grievance shall first discuss the grievance with his/her immediate supervisor and his/her Union steward or representative. The immediate supervisor shall make his/her answer available in writing to the employee within two (2) working days.

5. Step 2. If no agreement is reached, the employee and/or the Union shall discuss the grievance with the Superintendent of Schools who shall render a written decision to the employee and the Union within three (3) working days, provided that the employee and/or the Union notify the Superintendent in writing within five (5) working days of receipt of the written decision of the immediate supervisor that the grievance is appealed to his/her level.

6. Step 3. If the grievance is not satisfactorily resolved, the employee may file an appeal in writing to the School Committee within ten (10) working days of the Superintendent's decision. The grievance shall be heard at the next regularly scheduled meeting of the School Committee and the School Committee shall render a decision in writing within ten (10) working days of said hearing.

7. Step 4. If the grievance is still unresolved, either party may, within fifteen (15) days after the reply of said committee is due, refer grievances to the American Arbitration Association in accordance with its rules.

8. The parties further agree that the fee and expenses of the arbitration shall be borne equally by the parties.

9. It is hereby specifically agreed by and between the Employer and the Union, that any and all settlements of grievances, disputes or differences settled between the parties, or as determined by the arbitrator, whichever is applicable, shall be final and binding upon all parties herein concerned.

10. Union representatives and officers, not to exceed two (2) in number shall be granted reasonable time off during working hours to investigate and seek settlement of grievances, without loss of pay.

11. Aggrieved employees shall be granted the right to Union representation during the course of the grievance procedure.

12. It is further recognized that this procedure shall be as good as the good faith of both parties concerned. To this end it shall be incumbent upon both parties to seek to settle all grievances and disputes at the lowest level possible.

13. The arbitrator shall not be empowered to make any awards which amend, modify, add to, or subtract from the provisions of this agreement. The arbitrator shall have the right to determine the amount of retroactive pay, if any, an employee is due in the event that said employee is suspended, discharged, disciplined or denied a benefit which involves money.

**ARTICLE 27**  
**SUSPENSION - DISCHARGE AND DISCIPLINE**

1. To avoid arbitrary firings when a supervisor is not satisfied with the performance of work of an employee, the employee shall first be counseled in the presence of his/her Union representative in order to help improve the employee's performance of work.

2. With respect to employees who have completed their probationary period, suspension, discharge or discipline of any such employee may be made for just cause and in accordance with the following provisions.

A. All charges against an employee shall be made in writing and signed by the person making the same: one copy of such charge shall be filed with the Employer, one copy with the Union and a third copy with the employee against whom the charges have been made, such charges to be presented prior to action.

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

C. No hearing shall be public except by mutual agreement of the Employer, the Union and the employee involved.

D. The employee shall be represented by the Union and the Union shall have the right to designate counsel to represent it and the employee. In a like manner, the Employer and the person filing the charges shall have the right to retain counsel.

E. A decision in writing shall be forthcoming within five (5) working days after the termination of the hearing. A copy of such decision shall be immediately furnished to the Union and the employee involved by registered mail, return receipt requested.

F. If at this point the employee is exonerated, he or she shall be restored to service without prejudice and shall be compensated for any loss caused by such suspension or discharge.

G. In the event the Union feels that the decision of the Employer is an improper one, it shall have the right to refer the matter to arbitration.

**ARTICLE 28  
MANAGEMENT RIGHTS**

The employer retains the right to:

1. Discharge any new employee during said employee's probationary period of six (6) months, or during a probationary period that has been extended by up to six (6) additional months by mutual agreement between the Union President and the Superintendent.
2. Carry out its statutory mandate and assign goals utilizing personnel methods and means in the most appropriate and efficient manner possible.
3. Manage its employees: to hire, promote, transfer, assign or retain employees and in that regard, establish reasonable work rules not contrary to this contract.
4. Suspend, demote, discharge or take other appropriate disciplinary action against an employee for just cause: to transfer an employee to less arduous duties or order his retirement for reason due to disability, or lay off employees in the event of lack of work or funds or other conditions where continuation of such work would be inefficient and non-productive, not contrary to this contract.
5. All employees who work less than a full year need not receive an annual renewal of employment letter. Thusly are not eligible for unemployment.

**ARTICLE 29  
GENERAL**

1. Line of authority sent to the president of the Local.
2. All full time positions are to be filled at all times through the use of substitutes as provided below and not contrary to the provisions of the Contract.
  - A. A substitute shall be employed to fill the position of an absent employee when said absence occurs within the classification of assistants and custodians.
  - B. The employment of substitutes to fill positions of absent employees within classification to clerk, maintenance, trades and/or secretary shall be based on need as determined by the administration.
  - C. Every effort shall be made by the administration to secure the services of qualified substitutes: however, the actual employment of a substitute shall be contingent upon availability and should efforts fail to secure a substitute, it shall not be considered as being a violation of this Agreement.

D. During periods of school shut down the employment of substitutes in any classification within the Bargaining Unit shall be based on need as determined by the Administration.

E. Four (4) hour custodians within a building shall be given the option to work an eight (8) hour schedule prior to using substitutes. Employees must give advance notice of desire to work the eight (8) hour schedule.

3. A custodian shall be scheduled to be in a building whenever it is being used except in instances where the use falls within the following purposes:

- 1.) P.T.A., V.I.P. and P.A.C. functions.
- 2.) School Committee and Central Administration functions.
- 3.) Scouting activities.
- 4.) Evening school adult education and school sponsored student activities which do not result in an increase in work load beyond that reasonably expected to be performed during the employee's regular shift.

4. An extra custodian shall be scheduled to be in a building for all rentals where the use of the building involves activity use or numbers in excess of 60 persons or involves after hours large group activity use of a cafeteria, auditorium or gymnasium which requires an increase in work load.

5. During the summer months, the custodian shall work in schools where they normally are assigned as far as possible and when economically possible and if assigned days shall not suffer loss of pay.

6. The Employer shall furnish a seniority list to the Union upon request.

7. No one outside the Bargaining Unit shall perform work normally done by those employed within the Bargaining Unit except when services may be performed by persons involved as per Section 2.A above.

8. The Union shall be given permission to use the facilities of the school hall or room for meetings of a routine nature. Facilities shall be left in the same condition as found.

9. The President of CTA/SRP shall be sent a copy of the agenda for each and every School Committee meeting plus a copy of the final minutes of each School Committee meeting for Union records. The agenda shall be sent in advance of the meeting.

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

11. School shut down is defined as Christmas vacation, February vacation, spring vacation and summer vacation. Employees affected by this section are those employees who are not required to work during these periods mentioned above.

When the Administration determines that employees are needed to perform services or when extra help is needed during periods of school shutdown and said employees do not normally perform services during this period, they shall be offered work within their classification on the basis of seniority in a rotation fashion, and then to employees who have worked within classification for at least six (6) months. An employee called to work shall be paid at his/her rate of pay and guaranteed to be paid for the time called, but in no event shall an employee be called to work and paid less than one (1) day's pay. That is, an employee called for one week must be guaranteed one (1) week's work or pay in lieu thereof.

It is agreed and understood by the parties hereto, that this section is not intended to have employees who work less than twelve (12) months work twelve (12) months, and as such, no employee so recalled shall be offered work in excess of five (5) working days during any one school year except where the individual employee agrees to a greater length of time.

The above section is not intended for the purpose of filling a newly created position but is intended to fill an existing position or a position of emergency need of not more than a five (5) day duration during a period of school shut down when there is a need.

12. The term of this contract shall commence on September 1, 2012 and run thru the period ending August 31, 2015.

13. Pay Calculation: In order to qualify for the annual step increase, an employee must have been employed not less than one hundred and thirty five (135) days prior to September 1 of the next school year.

**ARTICLE 30  
SALARY SCALES**

**CLASSIFICATION**

<u>SPEECH/COTA SPECIALIST</u>		FY13	FY14	FY15
OCCUP. THERAPIST ASST.	Step 1	\$33,432	\$34,602	\$35,813
	Step 2	\$34,860	\$36,080	\$37,343
	Step 3	\$36,353	\$37,625	\$38,942
	Step 4	\$37,777	\$39,100	\$40,468
<u>BEHAVIOR SPECIALIST</u>		FY13	FY14	FY15
	Step 1	\$24,691	\$25,555	\$26,450
	Step 2	\$26,177	\$27,094	\$28,042
	Step 3	\$27,605	\$28,571	\$29,571

	Step 4	\$29,098	\$30,116	\$31,170
<u>TRADESWORKERS</u> (Licensed)				
		FY13	FY14	FY15
Electrician	Step 1	\$24.65	\$25.51	\$26.40
Heating Specialist	Step 2	\$24.98	\$25.85	\$26.76
	Step 3	\$26.42	\$27.34	\$28.30
	Step 4	\$27.84	\$28.82	\$29.82
<u>TRADESWORKERS</u> (Non-Licensed)				
		FY13	FY14	FY15
Environmental Specialist	Step 1	\$23.37	\$24.19	\$25.04
Carpenter	Step 2	\$23.69	\$24.52	\$25.38
Maintenance Mechanic	Step 3	\$25.11	\$25.99	\$26.90
	Step 4	\$26.52	\$27.45	\$28.41
Maintenance Workers	Step 1	\$18.34	\$18.99	\$19.65
Groundskeepers	Step 2	\$20.19	\$20.89	\$21.63
Laborers	Step 3	\$21.73	\$22.49	\$23.28
	Step 4	\$23.23	\$24.04	\$24.88
<u>CONFIDENTIAL SECRETARIES</u>				
		FY13	FY14	FY15
Special Education	Step 1	\$19.54	\$20.22	\$20.93
High School	Step 2	\$20.46	\$21.17	\$21.91
	Step 3	\$21.14	\$21.88	\$22.64
	Step 4	\$22.33	\$23.11	\$23.92
<u>CONFIDENTIAL ACCOUNTING CLERKS</u>				
		FY13	FY14	FY15
Accounts Payable	Step 1	\$19.54	\$20.22	\$20.93
Accounts Receivable	Step 2	\$20.46	\$21.17	\$21.91
Accounting	Step 3	\$21.14	\$21.88	\$22.64
Payroll	Step 4	\$22.33	\$23.11	\$23.92
Human Resources				
Physical Plant				

<u>SCHOOL CLERKS</u>				
		FY13	FY14	FY15
Data Clerk	Step 1	\$17.53	\$18.14	\$18.78
	Step 2	\$18.50	\$19.15	\$19.82
	Step 3	\$19.27	\$19.95	\$20.64
	Step 4	\$20.32	\$21.03	\$21.77
<u>COURIER</u>				
		FY13	FY14	FY15
	Step 1	\$17.01	\$17.60	\$18.22

	Step 2	\$17.97	\$18.60	\$19.25
	Step 3	\$18.51	\$19.16	\$19.83
	Step 4	\$18.94	\$19.60	\$20.29
CUSTODIANS		FY13	FY14	FY15
	Step 1	\$16.15	\$16.72	\$17.30
	Step 2	\$16.87	\$17.46	\$18.07
	Step 3	\$17.13	\$17.73	\$18.35
	Step 4	\$17.97	\$18.60	\$19.25
INSTRUCTIONAL ASSISTANTS		FY13	FY14	FY15
Special Education	Step 1	\$14.27	\$14.76	\$15.28
Classroom	Step 2	\$15.57	\$16.12	\$16.68
Title	Step 3	\$16.74	\$17.32	\$17.93
	Step 4	\$17.85	\$18.47	\$19.12
TECHNICAL ASSISTANTS:		FY13	FY14	FY15
Career & Tech Center	Step 1	\$14.27	\$14.76	\$15.28
	Step 2	\$15.57	\$16.12	\$16.68
	Step 3	\$16.74	\$17.32	\$17.93
	Step 4	\$17.85	\$18.47	\$19.12
SUPERVISORY ASSISTANTS:		FY13	FY14	FY15
All Titles	Step 1	\$14.27	\$14.76	\$15.28
	Step 2	\$15.57	\$16.12	\$16.68
	Step 3	\$16.74	\$17.32	\$17.93
	Step 4	\$17.85	\$18.47	\$19.12
RN/Student Support	Step 1	\$24.91	\$25.78	\$26.68
LPN/Student Support	Step 1	\$21.10	\$21.84	\$22.61

A. SECOND SHIFT: Any employee covered by this Agreement who works a second shift shall receive a fifty cent (\$.50) per hour differential pay for the duration of this contract.

B. HEAD CUSTODIAN STIPEND:

	FY13-FY15
Coventry High & Feinstein Middle	\$3,511
Washington Oak Elementary	\$2,421
Other Elementary Schools	\$1,452

C. For the duration of this contract, employees shall receive an additional lump sum payment at the conclusion of their 10th through 14th year: at the conclusion of the 15th through 19th year; and at the conclusion of each full year thereafter.

	2012-13	2013-14	2014-15
<b>10-14 years</b>	\$825	\$1,045	\$1,265
<b>15-19 years</b>	\$990	\$1,210	\$1,430
<b>20 or more years</b>	\$1,210	\$1,430	\$1,650

D. **ADVANCED CREDIT STIPEND:** Credits taken beyond the initial requirement

BEHAVIOR SPECIALIST

60	\$3,700
BA	\$7,400
BA + 30	\$9,975

SPEECH/COTA SPECIALIST

BA + 30	\$2,500
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**E. Bus Duty:** When there are not enough CTA (certified staff) members who choose to perform bus duty, SRP Personnel shall be offered the opportunity, by seniority, to perform bus duty in their building (as long as it does not interfere with their regular work hours/schedule). The stipend for bus duty is \$1,200.

**F. RTI Meetings:** When SRP staff are asked to attend RTI (or other educational meetings) beyond their normal work day, they shall be compensated at the rate of \$31.00/hour.

**ARTICLE 31  
COURSE REIMBURSEMENT**

1. The School Committee shall appropriate six thousand dollars (\$6,000) each fiscal year to support employee educational and in-service education opportunities.

a. From this amount, three thousand dollars (\$3,000) will be designated for use in defraying tuition costs of employees who take courses which are related to their area of work assignment or a desired assignment within the District. Approval for taking the course(s) must be granted by the Superintendent prior to enrollment.

b. It shall be understood, however, that an employee shall be eligible for tuition reimbursement only once during each contract term except where available funds are not fully expended in a given year. On such occasions the excess amount shall be made available for distribution to employees previously reimbursed during this contract term who could otherwise qualify for reimbursement during this

contract year with the amount of reimbursement determined by use of the same formula as below.

c. Reimbursements shall be made at the conclusion of each school year following receipt of evidence of all appropriate employee tuitions paid for the year including also accompanying evidence of satisfactory completion of course(s) taken.

d. Each eligible employee shall receive reimbursements in equal proportion of the three thousand dollars (\$3,000) of that of the total amount spent by all qualifying employees for the year.

e. The remaining amount of three thousand dollars (\$3,000) shall be utilized in support of enrichment programs for Classified employees. Such programs shall be as approved by the Superintendent following consultation with SRP. In the event that funds remain unexpended for this purpose on June 1 of each year, they shall be re-allocated to 1a above and distributed as part of said appropriation.

## **ARTICLE 32 LIFE INSURANCE AND PENSION**

1. The School Committee shall provide at no cost to the employees, term life insurance in the amount of fifty thousand dollars (\$50,000) for employees working more than twenty (20) hours per week and thirty thousand dollars (\$30,000) for employees working twenty (20) hours or less per week. The provisions of this section are subject to the terms of the District's group life insurance policy, if any, relative to reduced benefits for employees age sixty five (65) or older. Any employee who is now receiving thirty thousand dollars (\$30,000) in term life insurance paid for by the district may increase this coverage to fifty thousand dollars (\$50,000) by buying at least twenty thousand dollars (\$20,000) in additional coverage. Any employee hired beginning with the 2000-01 school year must buy up to fifty thousand dollars (\$50,000) in term life insurance to be eligible for the district's matching of up to an additional fifty thousand dollars (\$50,000) in term life insurance.

A. The Employee has the option to buy additional insurance equal to that provided by the district at his/her own expense. Upon retirement, the employee may purchase life insurance he/she had in effect provided the employee maintained this life insurance at least one year prior to retirement.

2. The School Committee shall provide a contribution to a pension plan at an annual cost of 12.75% of the regular payroll for the bargaining unit employees. The Union shall have the right to determine the company that will provide said pension.

**Article 33: Staff Evaluation**

The Superintendent and Union President shall convene a team, consisting of no more than four (4) representatives from each side, to create and pilot new SRP Evaluations. The evaluations shall be completed no later than December, 2013 and piloted by volunteers during the 2013-2014 school year. The team shall be responsible for offering professional development for employees and calibration training exercises for administration. The new SRP evaluations shall be administered by the district for all employees during the 2014-2015 school year.

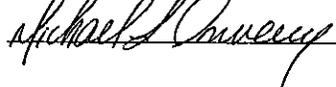
~~Coventry School Committee,  
Katherine Raskauskas, Chairperson~~

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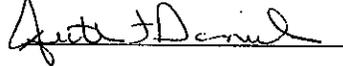
School Related Personnel,  
Denise Gibbons, President



Coventry Public Schools  
Michael Convery, Superintendent



School Related Personnel,  
Ruth Daniels, Vice President



Coventry Town Council  
Kerry McGee, Vice-Chairman

