

AGREEMENT

Between the

**EAST PROVIDENCE SCHOOL
COMMITTEE**

And the

**EAST PROVIDENCE EDUCATIONAL
SECRETARIES ASSOCIATION /NEARI/NEA**

November 1, 2017 – October 31, 2020

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Exhibit I

Wellness Benefits

RECOGNITION

The East Providence School Committee recognizes the East Providence Educational Secretaries' Association, NEARI, as sole and exclusive bargaining agent for the purpose of negotiating salaries wages and other conditions of employment for all members of the bargaining unit. The bargaining unit for the purpose of this Agreement shall consist of all regularly appointed secretaries except the Secretary to the Superintendent, and per diem substitute administrative assistants. Hereinafter, the East Providence School Committee shall be referred to as the Committee and the East Providence Educational Secretaries' Association, NEARI, as the Union.

The Union agrees that the School Committee has responsibility for the policies and administration of the School Department which it shall exercise under the provisions of law. Any matter involving the management of governmental operations vested by law in the School Committee and not covered by this Agreement is in the providence of the School Committee. The School Committee hereby retains and reserves unto itself all rights, power, authority, duty and responsibility confirmed on and vested in it by the laws and Constitution of the State of Rhode Island. The exercise of any such right, power, authority, duty or responsibility by the School Committee and the adoption of such rules and regulations and policies as it may deem necessary and as they apply to employees represented by the Union, shall be limited only by specific and express terms of this Agreement.

1. PAYROLL DEDUCTIONS

- 1.1 The School Committee agrees to the adoption of a Union check-off system whereby Union dues will be withheld from the Union member's pay at source in equal amounts from each pay, as the frequency of the pay period may require. Such withholdings for Union dues are to be transmitted to the East Providence Educational Secretaries' Association for the previous month's earnings, not later than the 20th day of each successive month. The Union will notify the employer thirty (30) days prior to any change in such withholdings.
- 1.2 Members of the bargaining unit may elect to have the following deductions made from their pay.
 - 1.2.1 Any local financial institution.
 - 1.2.2 Approved tax-sheltered annuities.
 - 1.2.3 At the option of the employee, all wage payments shall be paid to employees by direct deposit in 21 or 26 pay periods.

2. UNION SECURITY

All employees in the bargaining unit who are members of the Union shall pay dues in an amount certified to the employer by the Union. All other employees in the bargaining unit shall pay a lawful agency fee to the Union.

The Union shall provide legal counsel to defend the Committee should the Committee take action to enforce this provision.

3. **FAIR PRACTICES**

No member of the bargaining unit shall be reprimanded, reduced in rank, or denied any advantage of employment without just cause.

4. **SAVINGS CLAUSE**

Should any provision of this Agreement be judged contrary to law by a court of competent jurisdiction, then such provision shall not be applicable or performed or enforced except to the extent permitted by law. In the event that any provision is or shall at any time be determined to be contrary to law by a court of competent jurisdiction, all other provisions of this Agreement shall continue in effect.

5. **DURATION**

The provisions of this Agreement shall become effective November 1, 2017 and shall remain in effect through October 31, 2020.

6. **SEVERANCE PAY**

6.1 **Severance Pay** - Upon retirement, that is the entrance of any employee onto the benefits of the State Retirement Plan and/or Social Security Retirement Plan, the employee shall receive a severance pay according to the following formula:

Years of Service in East Providence

Completion of 10 years' service	\$2450
Completion of 15 years' service	\$2600
Completion of 20 years' service	\$2900
Completion of twenty-five years' service	\$3250

In the last year of employment, severance will be collected. This amount will be paid in the last year of service providing the Superintendent is notified by October 1st in the year of retirement and provided the employee completes the work year, except in case of disability or emergency where notification would not be required.

7.

HOURS OF WORK

POSITION	NUMBER OF DAYS	LUNCH	HOURS	SUMMER HOURS
Adminstration	12 mths (260 days)	hour	8	8:00 - 3:00 w/ 1/2 hour lunch
High School	12 mths (260 Days)	hour	8	7:00 - 2:00 w/ 1/2 hour lunch
Middle School	10 mths (226 days)	hour	8	N/A
Elementary (208 days w/ holidays)	195 (10 before - 5 after)	1/2 hour	7.5	N/A
Attendance (198 w/ holidays)	185 (1 day before - 4 days after)	1/2 hour	8	N/A
Guidance (199 w/ holidays)	186 (4 before and 2 after)	1/2 hour	7	N/A
Special Ed HS (196 w/ holidays)	183 (1 before - 2 after)	1/2 hour	7.5	N/A
Library	182			
High School	(1 before - 1 after)	1/2 hour	7.5	N/A
Middle School (195 w/ holidays)		1/2 hour	7	N/A
Nurse (195 w/ holidays)	182 (1 before - 1 after)	1/2 hour	7	N/A

- 7.1. In all schools the starting and closing time will be determined by the Superintendent of Schools in consultation with the Principal. Members of the bargaining unit will be notified by the Administration of any changes in their work hours.
- 7.2. Time and one-half shall be paid for all work performed in excess of forty (40) hours.

- 7.3 No member of the bargaining unit shall be required to work on a holiday as specified in this Agreement.
- 7.4 No member of the bargaining unit shall be required to work on Sunday.
- 7.5 The School Committee agrees to grant members of the bargaining unit a paid fifteen (15) minute rest break during the first half and also during the second half of the standard-length work day providing they record with their immediate superior their leaving and returning times.
- 7.6 Paid lunch periods shall be provided employees in conformance with present practice, excepting that no lunch period shall be less than thirty (30) minutes.
- 7.6.1 With the approval of the principal or director, members of the bargaining unit may be permitted to take a flexible lunch hour, enabling them to leave work early. Long-term changes in work schedules shall require the approval of the Superintendent.
- 7.7 When a snow emergency is declared by a City or State Official and the Superintendent of Schools cancels school, members of the bargaining unit, except those employees that the Superintendent of Schools deems necessary for the running of the School Department, shall not be required to work. Those members of the unit who regularly work twelve (12) months and are not determined as necessary personnel in accordance with the above shall be paid for said time.
- 7.8 Every effort will be made to provide substitutes for administrative assistants¹ during those days when school is in session. The East Providence Educational Secretaries' Association and the East Providence School Committee agree that substitute coverage will be provided at the discretion of Central Administration for clerical personnel assigned to the Administration building. (See also 10.5.5)

8. INSURANCE

- 8.1 The Committee agrees to provide each regular employee covered by this Agreement with medical coverage on an individual or family basis as desired by the employee provided that the employee certifies that he or she cannot receive comparable insurance through the employee's spouse. Employees will be required to certify annually that the employee is not eligible to receive comparable insurance through the employee's spouse – defined as insurance with a premium co-payment that is no more than ten percent (10%) greater than the employee premium copayment associated with the plan offered by the Committee, or that the spouse's plan design is substantially inferior to that offered by the Committee. In the event of a Major Life Event, as defined in COBRA, resulting in loss of all availability of alternate health or dental insurance, the employee shall be eligible for coverage under the school department group plan.

¹ Except in the Union name, administrative assistant (AA) will substitute secretary throughout this document.

The Committee will provide the medical benefits summarized in Appendix B. The Committee agrees that it will not change the benefit summary without the approval of the Association. (Wellness Benefit included in Appendix B).

Employee cost-sharing shall be based on the following schedule (income amounts will be based on the employee's base wages, i.e. hourly rate in accordance with step, times hours per day, times scheduled pays per year as a secretary):

Income	Contribution
Less than \$23,000	8%
\$23,000 to less than \$30,000	10%
\$30,000 to less than \$46,000	15%
\$46,000 to less than \$95,000	20%
\$95,000 and above	25%

Whenever the School Committee is notified of a change in the health and/or dental premiums, a copy of the notice shall be provided to the EPESA President.

The parties agree that the co-share toward the health insurance plan shall be paid by employees through an income reduction plan in which the co-share is paid on a pre-tax basis.

Effective November 1, 2012, health insurance will be paid by the Committee for all retiring member of the bargaining unit and their spouse for one year for family plans or two years for individual plans after retirement under the same terms as active employees. Retired members of the bargaining unit will be required to certify annually that he or she is not eligible to receive comparable insurance – defined as insurance with a premium copayment that is no more than ten percent (10%) greater than the premium copayment associated with the plan offered to the retired member by the Committee. In the event that the retired member is eligible for or obtains or is covered by comparable health insurance, the coverage provided by the Committee will be terminated. In the event of the death of a retired member of the bargaining unit who is receiving health insurance coverage for his or her spouse, said coverage shall continue up to a maximum of one year from the date of death. Dental insurance will be provided under the same terms as health insurance with the same levels of employee contribution.

8.1.1 Upon the death of a member of the bargaining unit, the School Committee agrees to continue the health and dental coverage for the Secretary's family for up to twenty-four (24) months.

Should the families receive health benefits equal to those being provided by the East Providence School Department, they agree to notify the East Providence School Department to stop the benefit. Should this situation change during the

period of eligibility, the East Providence School Department agrees to reinstate said health protection.

- 8.2 Members of the bargaining unit shall receive the East Providence Family Dental Plan, as described in the attached summary (Appendix B), if eligible. Family Plan includes full-time students through December of their twenty-sixth (26th) year.
- 8.3 Members of the bargaining unit shall receive the East Providence Family Vision Plan, as described in the attached summary (Appendix B), individual/family plan, if eligible and full-time students through December of their twenty-sixth (26th) year.
- 8.4 All members of the bargaining unit will be covered by fifty thousand dollars (\$50,000) life insurance paid by the School Department. Should a member of the bargaining unit retire prior to age sixty-five (65) under the provisions of the State Retirement System, the School Committee shall provide the retired employee with one-half of the existing coverage, terminating on the seventieth (70th) birthday.²
- 8.4.1 It is agreed by the parties hereto that all employees covered by this Agreement shall be recipients and beneficiaries of all retirement benefits contained in the General Laws of the State of Rhode Island as amended from time to time, as well as any rules and regulations or determinations made by the State Retirement Board set forth in Title 45, Chapter 21 of the General Laws of the State of Rhode Island as it pertains to said Board's establishment of rules and regulations for the administration and transaction of the business of the retirement system.
- 8.5 Liability Insurance Coverage for members of the bargaining unit at the level received by certified teaching personnel employed by the Committee shall be provided to each member.
- 8.6 **Workers' Compensation.** Sick leave shall not be charged, when an employee receives workers' compensation salary payments as a result of on the job injury. If the employee remits her/his income compensation check to the business office, s/he shall continue to receive her/his full salary from the District until said workers' compensation payments cease.

The School Committee shall have the right to have the administrative assistant examined by a physician designated by the School Committee and this physician shall consult with the administrative assistant's physician for the purpose of establishing the length of time the administrative assistant will be absent from her/his duties. In the event of dissenting medical opinion, the School Committee's physician's findings will prevail. However, the administrative assistant's personal physician's opinion shall be recorded and attached to the report.

On-the-job injury shall be defined as any injury occurring on or off school premises while on school business, providing an accident report is submitted within twenty-four (24) hours signed by his/her immediate supervisor and

² Those members of the bargaining unit who currently pay for additional life insurance will be able to continue to do so (grandfathered in).

anyone else at the scene of the accident. In cases where extenuating circumstances prevail, then the employee will file a report signed by his/her supervisor as soon as possible.

9. **LEAVES OF ABSENCE**

9.1 In case of personal illness members of the bargaining unit shall receive sick leave in accordance with the following:

9.1.a The Superintendent may require a physician's certificate or other satisfactory evidence in support of any request for sick leave with pay in excess of five (5) consecutive days.

9.1.1 In case of personal and/or immediate family illness all members of the bargaining unit shall be allowed fifteen (15) days per year with full pay, cumulative to a maximum of two hundred (200) days. The immediate family shall include father, mother, spouse, brother, sister, son, daughter, in-laws and any person living in the employee's household.

At the discretion of the Superintendent, or her/his designee, a doctor's certificate may be required of employees with respect to absence on family illness leave when said employee is absent for five (5) or more consecutive days.

An employee in years one (1) through three (3) who has a prolonged illness that is medically certified and filed with the Human Resource office may request up to ten (10) additional sick days from the Superintendent. These additional days must be used after her/his accrued sick leave has been exhausted.

The parties agree to payment for lost accrued sick days per MOA (\$50.00/day for any accumulated (extended/overextended) sick leave as a result of the elimination extended/overextended sick leave.)

9.1.1 a At the end of the school year, members of the bargaining unit who have used three (3) or fewer sick days shall be compensated at the rate of fifty dollars (\$50.00) per day for any amount of unused sick days up to twelve (12) days if and only if at the maximum accrual of 200 days.

9.1.2 Members of the bargaining unit shall be allowed to utilize sick leave on a one-half (1/2) day basis.

9.1.3.h In extreme cases of protracted illness extending beyond all of the above allowance, additional time may be allowed at the discretion of the Superintendent.

9.2 All members of the bargaining unit shall be allowed three (3) days of absence each contract year for personal reasons without loss of pay. However, such leave shall not be allowed the day preceding or the day following a holiday or vacation period. However, a personal day may be taken the day preceding or the day following a holiday or vacation period for personal business that cannot be conducted at any other time with the approval of the Superintendent. In applying for personal leave on the day preceding or the day following a holiday or vacation period, the administrative assistant must state the nature of

the personal business to be conducted on that day. This exception will include the right of administrative assistants to attend graduation of members of their immediate family. Members of the bargaining unit shall be allowed to utilize personal leave on a one-half day basis.

9.2.a At the end of the contract year, any unused personal days shall be, upon request, converted to a sick day(s) and accrued in accordance with the sick-day accrual provisions in the CBA.

9.3 Members of the bargaining unit shall be granted leave with full pay for five (5) days for death in the immediate family. The immediate family shall include father, mother, spouse, brother, sister, son, daughter, grandchildren or grandparents, in-laws and any person living in the employee's household.

9.3.1 For other relatives, by blood or in-law (uncles, aunts, first cousins, nephews and nieces) the employee shall be allowed the day or such part of the day as may be necessary to attend the funeral without loss of pay.

9.4 **Religious Holidays**

Employees whose religious obligations require attendance at religious services held during the school day shall be granted up to two (2) days per year to attend such services. Notification must be given at least one (1) school day prior to taking this leave or pay will be deducted.

9.5 In all cases where members of the bargaining unit are summoned to appear before the court or a grand jury and in cases in which they are neither the petitioner nor the defendant, they shall be paid their normal salary for the period of absence. Members shall be granted temporary leave of absence with full pay for the time necessary for appearance in any legal proceedings connected with his/her employment or with the school system..

9.6 An employee called for jury duty shall receive her/his normal pay.

9.7 Parental leaves without pay for up to one (1) year for the care of children shall be granted to employees upon application to the Superintendent. All employees on parental leave shall have the option of retaining their comprehensive medical coverage. Employees electing such option shall reimburse the School Department for such medical coverage at the current group rate applicable to all other employees. Returning employees shall be restored to the position they held at the time such leave commenced. Employees returning from leave must give at least one (1) month's notice prior to their return.

9.8 Employees may be allowed up to five (5) days leave per annum without pay by the Superintendent of Schools providing they apply for this in writing ten (10) days prior to the leave.

9.9 **Sick Leave Bank** - Administrative assistants appointed by the School Department in East Providence who have prolonged illnesses that are medically certificated and filed with the Human Resources Office may appeal to the EPESA for up to twenty-five (25) additional sick leave days which might be used after they have exhausted all of their leave time.

Administrative assistants in the bargaining unit may contribute up to three (3) days per year of their regular sick leave to the aforementioned pool.

Administrative assistants who wish to apply for use of the days from the sick leave bank may do so by notifying the Human Resources Office in writing through the President of the Association at least ten (10) working days before the recipient's own sick leave has been exhausted.

9.10 Based upon the recommendation and approval of the immediate supervisor and in accordance with the personal leave form, bargaining unit members shall be granted leave with pay to attend training sessions and/or seminars.

9.11 **Extended Personal Illness**

Any employee whose personal illness extends beyond accumulated sick leave will be granted a leave of absence for the remainder of the year without pay or increment and such leave should be accompanied by a statement from a regularly licensed physician that such leave is necessary. Upon request, it shall be renewed for an additional one (1) year. Upon return from such leave, the employee will be assigned to the same position following one (1) year's leave of absence. Employees returning from leaves of absence in excess of one (1) year shall return to the same position, if available, or if not, a substantially equivalent position. The employee shall have health insurance as defined in 9.12 (below) and life insurance coverage continued while on leave.

9.12 Members of the bargaining unit may be granted a leave without pay for the remainder of the school year. Additionally, the employee may request up to one additional year of unpaid leave. No employee shall be employed outside the School Department during such a leave. At the conclusion of the leave the employee must return to the position held at the time of commencement of the leave or resign. The following procedure shall apply in filling vacancies created by members of the bargaining unit on unpaid six (6) month leaves of absence. The vacancy shall be posted and filled by a long-term substitute. If the member on leave does not return to the school system, the position shall be posted and filled consistent with Article 10.5. All employees on such leave shall be afforded the opportunity to pay for their comprehensive medical coverage and group life insurance at the current group rate applicable to all other employees. Other returning employees shall be restored to the position they held at the time such leave commenced. In the event that the position no longer exists or is being filled by a permanent full-time employee, an equivalent position will be made available to the employee returning from leave.

9.12.1 All employees on leave under this contract unless physically unable to do so, shall provide at least one (1) month's prior written notice to the Superintendent of Schools of their intent to return to work.

9.13 Upon retirement, members shall be paid seventy-five (\$75.00) dollars per day for up to one hundred (100) unused days of eligible paid absence. (Eligible paid absence days shall include sick days for personal illness, sick days for family illness, and personal days.)

The maximum payout for sick time upon retirement shall be seven thousand five hundred (\$7,500) dollars.

10. **SENIORITY**

- 10.1 Seniority shall be the relative status of employees with respect to length of service within the School Department. Two (2) or more persons who entered the service on the same day shall, when necessary, have their relative seniority determined by lot in the presence of one (1) representative determined by the Union.
- 10.2 Voluntary transfer within the bargaining unit shall be made on the basis of job qualifications and seniority.
- 10.3 Seniority shall govern with respect to layoffs, recalls, preferred shifts and any other preference that may arise.
- 10.3.a In the case of involuntary transfers, full consideration shall be given to those employees who are senior in service with the employer. Notice of involuntary transfer shall be given in writing within thirty (30) days to the involved secretary immediately upon knowledge of such transfer.
- 10.3.b Involuntary transfers shall be made in a reasonable manner by the Superintendent.
- 10.4 New employees shall be considered probationary employees for a period of sixty (60) working days from their date of hire.

10.5 **PROMOTIONS, FILLING OF VACANCIES OR NEW JOBS**

- 10.5.1 When a position is open, all members of the Union shall be notified of the opening by the Director of Human Resources at least ten (10) school days before the closing of applications. Positions shall be filled on the basis of seniority and job qualifications, and qualifications shall be specified in the position posting. Before an appointment is made the Superintendent may conduct interviews with member candidates from the bargaining unit as relates to the matter of their qualifications for the position. If a member, after a trial period of thirty (30) days, should fail to meet the job requirements, or should choose not to accept the position, he/she shall be returned to his/her original position and the applicant with the next highest seniority and job qualifications shall be given the opportunity to fill the position on the same basis. Each applicant shall be notified by the Director of Human Resources of the disposition of his/her application. This procedure will be followed until all bidders who can qualify are given a trial.

Before applying for a posted vacancy, members who are interested in bidding into the position will meet with the direct supervisor/principal to discuss the job requirements. If no meeting is scheduled at a mutually-acceptable time before the posting closes, the administrative assistant will still be able to bid on the position.

Should members of the bargaining unit bid into positions, which require proficiency with specialized programs³, they shall receive appropriate training upon appointment.

- 10.5.2. Under certain circumstances, and with the approval of the Director of Human Resources, it is agreed that employees who bid into new positions may be permitted to observe the job prior to assuming the position.
- 10.5.2.a Employees who transfer shall be notified in writing of the effective date of any change in benefits.
- 10.5.3 Employees who transfer or accept promotion to positions outside the bargaining unit, but remain with the School System, shall be privileged to return to the employee's former seniority status that the employee held at the time of such transfer or promotion, but only within one (1) calendar year from the date of commencement of employment in the new position outside the bargaining unit.
- 10.5.4 All vacancies covered in this Article shall be posted within two (2) weeks of the opening, or written knowledge of the opening, whichever is sooner, of said position and filled with a permanent employee within two (2) weeks after the closing of the application for said position, or at least by the time of the regular School Committee meeting, if beyond two (2) weeks.
- 10.5.5 Secretarial/clerical positions, which may arise during summer and school vacations, shall be offered first to members of the Bargaining Unit:
 - 1. A position occurring within a school office shall be offered first to the senior member in the office.
 - 2. All other positions occurring during summer and school vacations shall be filled from a voluntary list of members of the Bargaining Unit.
 - a. Employees will notify the Director of Human Resources by June 1st of each year, in writing if they wish to go on the voluntary list.
 - b. When a position becomes available, the senior employee on the list will be notified of the vacancy. The employee must accept the position within two (2) workdays of notification.
 - c. If the person cannot be contacted or refuses the position, the next senior employee on the list will be offered the position.
 - 3. This provision does not apply to twelve (12) month employees.
 - 4. The Association President will be provided a copy of the voluntary list by the last day of school.

³ Excluding standard, commonly used applications such as Word, Excel and Power Point.

10.6 **LAYOFFS**

- 10.6.1 Whenever layoffs become necessary employees will be laid off on the basis of their seniority, and those with the least seniority shall be laid off first. An employee shall be entitled to two (2) weeks' notice before layoff. Whenever it becomes necessary to increase the working force, laid off employees shall be recalled in the reverse order of their layoff up to a maximum of three (3) years.
- 10.6.2 It is understood that on rare occasions, job qualifications, i.e., job skills required on the job, shall permit some members of the bargaining unit being recalled out of sequence on the seniority list. This shall be done in accordance with the following:
- 10.6.2.a The specific job qualification skills, which necessitate a deviation from the seniority list, shall be documented with the President of the Union.
- 10.6.2.b The most senior person on layoff with skills so documented shall be recalled.
- 10.6.2.c Job qualifications shall mean those skills that were present in the job prior to layoff action being taken.
- 10.6.3 The Superintendent shall notify employees subject to recall of recall by certified mail, return receipt requested, to the employee's last known mailing address. Said notice shall set forth that acceptance by the employee shall be by certified mail, return receipt requested, A copy of such recall letter shall be given to the Union. The employee shall have seven (7) calendar days subsequent to the post date of the employer's receipt of sending in which to notify the Superintendent that he will return to work. Said employee shall notify employer of acceptance by certified mail, return receipt requested.
- 10.7 An employee shall forfeit her/his seniority rights if he/she is discharged for cause or s/he resigns.
- 10.8 Seniority list showing the status of all members of this bargaining unit shall be compiled and thereafter corrected every twelve (12) months. A copy of the seniority list shall be given to the President of the Association by November 1st of each year. The Director of Human Resources will compile the seniority list.
- 10.8.1 A member who challenges his/her status or the date as recorded on the seniority list shall begin his/her grievance at the Superintendent's level.
- 10.9 Members of the bargaining unit subject to layoff /displacement shall have the right to displace the least senior employee within their work year and work hours. Displaced employees shall be offered first, by seniority, those available positions within the same work year and work hours. If there are no openings within the same work year and work hours as previously held, the employee shall be permitted to displace in conformance with seniority; i.e., if a twelve (12) month position is eliminated, the least senior twelve (12) month employee may be displaced and may then displace an employee who is junior to him/her who is the least senior ten (10) month employee with the same work hours. In this manner, the least senior employee within work year and work hours shall be subject to displacement. Whenever it becomes necessary to reduce the work force, the least senior employee in the bargaining unit will, in this way, be subject to layoff

11. **GRIEVANCE PROCEDURE**

11.1 **PURPOSE**

Good morale is maintained, as problems arise, by sincere efforts of all persons concerned, to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Nothing herein contained will be construed as limiting the right of any individual having a grievance to discuss the matter informally, with any appropriate member of the administration and having the grievance adjusted, provided the adjustment is consistent with the terms of this Agreement.

11.2 **DEFINITIONS**

A "grievance" shall mean any complaint by a member of the bargaining unit or the Union that there has been a violation, a misinterpretation, or inequitable application of any of the provisions of this Agreement, except that the term "grievance" shall not apply to any matter as to which (1) the method of review is prescribed by law, or (2) the Committee is without authority to act.

An "aggrieved person" is the person or persons making the claim.

A "party in interest" is the aggrieved person or persons making the claim and any person whom might be required to take action or against whom action might be taken in order to resolve the claim.

11.3 **PROCEDURE**

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. In the event a grievance is filed on or after June 1st, which if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

In the event a grievance is filed so that sufficient time as stipulated under all levels of the procedure cannot be provided before the last day of the school year, should it be necessary to pursue the grievance to all levels of appeals then said grievance shall be resolved in the new school term in September under the terms of this Agreement and this Article, and not under the succeeding Agreement.

STEP ONE - A grievance will first be discussed with the aggrieved person's principal or immediate supervisor with the objective of resolving the matter informally, at which time the aggrieved person (1) may discuss the grievance personally, (2) may request that the Union Representative accompany her, or (3) may request that the Union Representative act in her behalf.

All communications at STEP ONE shall be oral. Before making a final decision, the immediate supervisor is encouraged to consult up the supervisory line, and the building representative is encouraged to consult up in the Union channel.

STEP TWO - If the member of the bargaining unit is not satisfied with the disposition of her grievance at STEP ONE, or if no decision has been rendered within five (5) school days after the presentation of the grievance, she may present her grievance in writing to the Principal. A hearing on such a grievance shall be held by the Principal within five (5) school days of receipt of such written communication. The Principal shall notify the Union of the date of said hearing, so that a Union Representative may be present to represent the aggrieved person, or be present as a party in interest. Within five (5) school days after the hearing, the Principal shall render a decision in writing to the member of the bargaining unit. Copies of the decision will be sent to the Superintendent and the President of the Union or her designee.

STEP THREE - If the member of the bargaining unit is not satisfied with the disposition of her grievance at STEP TWO, she may file the grievance in writing with the Union within five (5) school days after the Principal's written decision. The Union shall within five (5) school days make a judgment on the merits of the appeal from the Principal's decision. If the Union deems the appeal to be meritorious, it will appeal the decision of the Principal to the Superintendent. The appeal shall include a copy of the decision being appealed and the grounds for regarding the decision as incorrect. Appeals to the Superintendent shall be heard within ten (10) school days of receipt of the appeal. Written notice of the time and place of the hearing shall be given five (5) school days prior to hearing to the aggrieved person, the President of the Union or her designee.

Any grievance based on a complaint that the employee has been placed in the wrong salary schedule or step, or that she has been improperly denied an increment, or that her salary has been miscalculated, shall be filed directly with Human Resources under the Superintendent of Schools. The Superintendent shall conduct a hearing on such grievance within fifteen (15) school days and shall render a decision in writing within ten (10) school days after concluding the hearing.

STEP FOUR - Provided the Union and Superintendent agree, Step 1 and/or Step 2 of the Grievance Procedure may be bypassed and the grievance brought directly to the next step. Class grievance involving more than one principal, and grievances involving an administrator above the building level, may be filed by the Union at Step 3.

The proceedings shall be initiated by filing with the Superintendent and the Labor Relations Connection (or any other entity that the parties agree to) a notice of arbitration. The notice shall be filed within ten (10) school days after receipt of the decision of the Superintendent of Schools under the Grievance Procedure, or where no decision has been issued in the circumstances described above, three (3) school days following the expiration of the fifteen (15) school day period provided above. The notice shall include a statement setting forth precisely the issue to be decided by the arbitrator and the specific provisions of the agreement involved.

Within ten (10) school days after such written notice of submission to arbitration, the Superintendent and the Union will agree upon a mutually acceptable

arbitrator and will obtain a commitment from said arbitrator to service. If the parties are unable to agree upon an arbitrator or to obtain such commitment within the specified period, a request for a list of arbitrators may be made to the Labor Relations Connection (or other entity) by either party.

The parties will be bound by the Voluntary Labor Arbitration Rules of the Labor Relations Connection or the American Arbitration Association regardless of how the arbitrator is selected except that neither the Committee nor the Association nor the grievant shall be permitted to assert any ground in arbitration if such ground was not disclosed to the other parties in interest prior to the decision being appealed to the arbitrator, or to assert any evidence known but not disclosed prior to the decision being appealed.

The arbitrator shall limit his/her decision strictly to the application and interpretation of the provisions of this Agreement and it shall be binding upon all parties involved. However, he shall be without power and authority to make any decisions:

1. Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement or of applicable law or rules or regulations having the force and effect of law.
2. Involving Committee discretion of Committee policy under the provisions of this Agreement, except that he may decide in a particular case, involving policy, whether or not the Committee applied such discretion or policy discriminatory, i.e., in a manner unreasonable inconsistent with the general practice followed throughout the School System in similar circumstances, or inconsistent with the terms and intent of this Agreement.
3. Limiting or interfering in any way with the powers, duties and responsibilities of the Committee, applicable law, and rules and regulations having the force and effect of law, except otherwise provided in this Agreement.

The cost for the services of the arbitrator will be borne equally by the Committee and the Union.

11.4

GENERAL PROVISIONS AS TO GRIEVANCES AND ARBITRATION

The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay, or interfere with the right of the Committee to take the action complained of, subject, however, to the final decision on the grievance.

Nothing contained in this Article or elsewhere in this Agreement shall be construed to prevent any individual employee from presenting and processing a grievance and having it adjusted without intervention or representation by the Union if the adjustment is not inconsistent with the terms of this Agreement except that no grievance may be submitted to arbitration without the consent of, and representation by, the Union.

Any party in interest may be presented at all stages of the grievance procedure except arbitration by a person of her/his own choosing except that s/he may not

be represented by a representative or an officer of any competing clerical organization. When an administrative assistant is not represented by the Union, the Union shall have the right to be present and to state its views at all stages except Step 1 of the Grievance Procedure.

The sole remedy available to any administrative assistant for any alleged breach of this Agreement or any alleged violation of her/his rights hereunder will be pursuant to the grievance procedure provided, however, that if an administrative assistant elects to pursue any legal or statutory remedy for any alleged breach of this Agreement or any alleged violation of her/his rights thereunder, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.

Failure at any step of this procedure except Step 1 to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time shall be deemed to be acceptance of the decision rendered at that step.

The time limits specified in any step of this procedure may be changed in any specific instance by mutual agreement.

All documents, communications and records dealing with processing of a grievance will be filed separately from the personnel files of the participants.

Forms for processing grievances will be jointly prepared by the Superintendent and the Union. The forms will be printed by the Committee and given appropriate distribution by the parties so as to facilitate operation of the grievance procedure.

The Union agrees that it will not bring or continue, and that it will not represent any employee in any grievance which is substantially similar to a grievance denied by the decision of an arbitrator, and the Committee agrees that it will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance.

In the course of investigation of any grievance, representatives of the Union will report to the Principal of the building being visited and will state the purpose of the visit immediately upon arrival.

It will be the practice of all parties in interest to process grievances after the regular work day or at any other times which do not interfere with assigned duties; provided, however, that upon mutual agreement by the aggrieved person, the Union and the Committee hold proceedings during the regular working hours, and the grievant and the appropriate Union representative will be released from assigned duties without loss of pay.

The Union shall appoint one (1) representative for each building who shall act in all grievance cases within her/his school. The Union agrees to furnish the Committee with the complete list of such representatives by December 1st of each year. The Union shall have the right to designate the same individual as its representative in one (1) or more schools, or to substitute a different representative for one originally designated as its representative for a particular school, provided such substitution is made in writing to all parties in interest.

No reprisals of any kind will be taken by the Committee or by any member of the Administration against any party in interest, or any School Representative in the grievance procedure by reason of such participation.

12. **UNION BUSINESS**

- 12.1 The Union shall have the right to utilize interschool mail and EPSD email for the distribution of Union communications to members.
- 12.2 With proper notification the Union shall have the right to utilize buildings for meetings.
- 12.3 With proper notification the Union shall have the right to utilize school office equipment after school hours.
- 12.4 Upon request, and provided the information is not otherwise available, the President shall be furnished a copy of the agenda of every School Committee meeting and notice of all special meetings. Upon request, and provided the information is not otherwise available, three (3) copies of the itemized, annual budget shall be delivered to the President within ten (10) days after approval by the Committee, but in no case later than ten (10) days prior to the public hearing.
- 12.5 The President of the Association shall receive up to two (2) days per annum with additional time to be granted with permission of the Superintendent of Schools for the purpose of attending Union conferences. It is understood that this time will not include time to attend, appear as a witness, or as a representative for the Association, at arbitration hearings or other job-related hearings.
- 12.6 The President of the Association and his/her designee shall be given time to attend the funeral of a deceased member of the bargaining unit. The President of the Association or her/his designee shall be given time to attend the funeral of a member of the immediate family of a member of the bargaining unit.
- 12.7 During the term of the Contract, one hour per week during the school year shall be allowed for the President of the Secretaries' Association for the purpose of attending to Union matters. The President of the Union shall normally provide forty-eight (48) hours' notice to her/his supervisor of when this time will be used, and shall schedule such hour in consultation with the Supervisor so as to avoid any conflict with said President's normal duties and responsibilities and the functioning of the Department.

13. **HOLIDAYS AND VACATIONS**

- 13.1 Twelve (12) month administrative assistants shall be entitled to the following paid holidays:
 - New Year's Day
 - Martin Luther King Day
 - Presidents Day
 - Good Friday
 - Memorial Day
 - Fourth of July

Victory Day
Labor Day
Columbus Day
Presidential Election Day (every four years)
Veterans Day
Thanksgiving
Day after Thanksgiving
Christmas Eve Day
Christmas
New Year's Eve Day

Ten (10) month administrative assistants shall be entitled to those holidays above that fall within their work year. If the State abolishes Victory Day as a holiday, the ten (10) and twelve (12) month administrative assistants shall have his/her birthday as a paid holiday.

13.1.a All remaining administrative assistants shall be entitled to the following paid holidays:

Labor Day
Columbus Day
Presidential Election Day (every four years)
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day
New Year's Day
Martin Luther King Day
Presidents Day
Good Friday
Memorial Day

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

13.2 Paid vacation leave shall be granted to all twelve (12) month administrative assistants in accordance with the following schedule:

1 year to completion of 5 years' service	10 working days
6 years to completion of 10 years' service	15 working days
11 years and beyond	25 working days

13.2.a All vacations must be taken during the contract year in which the anniversary falls. Every effort will be made to take vacations during the summer months and/or other school vacation periods. Substitute coverage for vacation days will not be guaranteed.

- 13.2.b Upon retirement or resignation, all members shall be reimbursed at her daily rate of pay for only vacation time unused in the last year of employment. (Vacation time prior to the last year of employment is not cumulative.)
- 13.2.c Employees who move to a new position after June 1 will be allowed to carry over five (5) vacation days within the next work year on a one-time basis.⁴
- 13.3 Employees accepting positions under 10.5.1 shall be entitled to vacation leave after completion of the thirty (30) day trial period.
- 13.4 The amount of vacation time that the employee is eligible to take will be pro-rated in the first year of employment.

14. MISCELLANEOUS

- 14.1 The School Department shall provide a statement of each member's accumulated sick leave and vacation through the personnel reporting system.
- 14.2 The Committee will reimburse members of the bargaining unit for any clothing or other personal property damaged, destroyed, or stolen in the course of employment, where such damage, theft, or destruction is of a separate value of twenty-five (\$25.00) or more, provided such damage, destruction or theft has not been caused by the employee's gross negligence. Personal properties brought onto school premises valued in excess of three hundred dollars (\$300) shall be approved in advance, in writing, by the Business Administrator.

The Committee agrees to compensate members of the bargaining unit for damage to their personal automobiles caused by school department employees or contractors during the course of construction or maintenance, or by school department employees or students during the course of scheduled school activities, so long as there is no negligence on the part of the member.

15.0 PERFORMANCE EVALUATION

All members of the bargaining unit shall be evaluated annually. During the first (1st) year of employment, the employee will be evaluated bi-annually. The performance evaluation shall be conducted by the employee's direct supervisor and/or principal, who will then discuss the evaluation with the employee. The evaluation shall be referred to the Director of Human Resources and placed in the employee's personnel file. An employee shall sign the performance evaluation, indicating that the evaluation has been presented to him/her. The employee may append a brief statement or comments in response to the evaluation which shall also be included with the performance evaluation in the personnel file.

1. There shall be a mutually agreed upon evaluation instrument.⁵

⁴ One time exception: Until 10/31/17, employees may carry over ten (10) vacation days per 13.2.c. (2012-2017 CBA). Those days must be used by 10/31/18.

⁵ The form will not be attached to the CBA. The parties agree to meet in the first year of the contract to negotiate a new evaluation instrument that reflects revised job descriptions.

2. The purpose of this evaluation is to assess and improve the employee's job performance and to establish better communication between employer and employee.
3. A performance evaluation is to be completed for each employee as provided in contract. It represents an employee's on-going performance during each contract year.
4. The original copy of the completed and signed evaluation is due in the Superintendent's Office before the end of the school year.
5. A photocopy of the completed and signed evaluation is to be given to the employee.

**APPENDIX A
SALARIES**

All administrative assistants will receive a paid lunch. (See Hours of Work, Article 7.)

**2018 – 2020
Base Hourly Salary Chart ***

Step 1	16.03
Step 2	17.08
Step 3	18.17
Step 4	18.77
Step 5	20.13
Step 6	22.16
Step 7	23.92

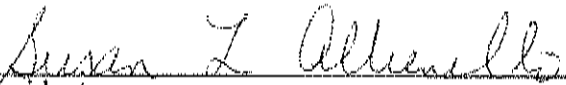
* Plus, a \$500 annual stipend which accrues to the base and is paid bi-weekly.

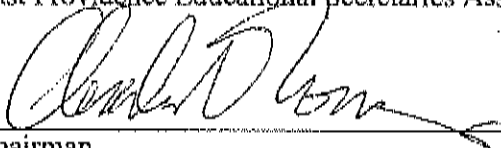
Longevity - The East Providence School Department shall make one longevity payments in the month of June, in recognition of continuous dedicated service to the East Providence School Department in accordance with the following schedule:

Years

5 yrs. to less than 10 yrs.	\$2110
10 yrs. to less than 15 yrs.	\$2260
15 yrs. to less than 20 yrs.	\$2410
20 yrs. to less than 25 yrs.	\$2560
Over 25 years	\$2860

EFFECTIVE DATE: November 1, 2017

Signed: 
President
East Providence Educational Secretaries Association

Signed: 
Chairman
East Providence School Committee

Signed: 
Superintendent of Schools

11/9/18
Date