

**AGREEMENT
BETWEEN**

**THE EAST PROVIDENCE
PARAPROFESSIONALS'
ASSOCIATION
&
THE EAST PROVIDENCE SCHOOL
COMMITTEE**

NOVEMBER 1, 2020 – OCTOBER 31, 2022

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RECOGNITION

The East Providence School Committee recognizes the East Providence Paraprofessionals' Association/NEARI/NEA as the sole and exclusive bargaining agent for all employees performing work within the bargaining unit. The bargaining unit consists of those Paraprofessionals so certified by the Rhode Island State Labor Relations Board Case No. EE-3265A, as amended (February 22, 2018). Hereinafter, the East Providence School Committee shall be referred to as the Committee and the East Providence Paraprofessionals' Association/NEARI/NEA shall be referred to as the Union. No person or persons represented by the exclusive bargaining agent shall bargain individually or collectively with the Committee or the Administration concerning any terms or conditions of employment except through the authorized representative of the Union. The Administration and/or the Committee shall be prohibited from bargaining with any member of the bargaining unit except through the authorized representative of the Union.

I. PAYROLL DEDUCTIONS

- 1.1 The Committee agrees to the adoption of a Union checkoff system whereby Union dues will be withheld from the Union member's pay at source in equal amounts from each pay, either weekly, biweekly or otherwise, as the frequency of the pay period may require. Such withholdings from Union dues are to be transmitted to the East Providence Paraprofessionals' Association for the previous month's earnings, not later than the 20th day of each successive month. The Union will notify the employer in writing 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 pays:
 - 1.2.1 East Providence Teachers' Credit Union or any other banking institution or credit union used by members.
 - 1.2.2 Alternative Health Insurance Provider — See Article 16.1
 - 1.2.3 Tax Sheltered Annuities - Deductions will be taken in equal amounts from each pay check. Minimum of five (5) members of this bargaining unit for insurance company to be eligible to participate.
- 1.3 All wage payments shall be paid by direct deposit and will be distributed in 26 pay periods beginning with the 22-23 school year.
- 1.4 Beginning in the 2018-2019 school year, members have the option of receiving their pay in either 21 or 26 pay periods. An election must be made in a form proscribed by the school administration, on or before July 1 for the following school year. Once an election is made, it may not be changed during the school year.

II. UNION SECURITY

- 2.1 All employees in the bargaining unit who are members of the Union shall pay dues in the amount certified to the employer by the Union upon written authorization from the bargaining unit members.
- 2.2 Members waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and release the School Committee and all of its officers from any liability, therefore.
- 2.3 The Union shall be provided with the name, address, phone number, and date of continuous services beginning with the first date of employment of any new employees.

III. FAIR PRACTICES

No member of the bargaining unit shall be reprimanded, reduced in rank, or denied any advantage of employment without just cause including: failure of a member to maintain District required certifications; or failure to engage in District required recertification courses or other training; or evaluative results that do not meet District expectations; or failure to meet the needs of students as determined by the District.

IV. UNION RIGHTS

- 4.1 A designated Union member or the President shall be granted reasonable time with pay during working hours to participate in hearings and meetings with the Administration or Labor Relations Board on contract negotiations and contract administration providing notification is given the employee's supervisor in advance.
- 4.2 No Union committee member or representative shall be discriminated against as a result of the performance of legitimate Union business.
- 4.3 The Union shall furnish the Administration with a written list of its officers immediately after their designation and shall promptly notify the Administration of any change in such officers.
- 4.4 The Union's representative will be permitted to visit Union officers and committee members on Committee/Administration premises for the purpose of discussing Union business. Such visits shall not interfere with the normal conduct of school.
- 4.5 The Union will be allowed to use bulletin boards designated by the School Administration throughout the School System.

- 4.6 Nothing contained herein shall be construed to deny or restrict any employee's rights she may have under the General Laws of the State of Rhode Island or other applicable laws.
- 4.7 The Committee recognizes the Union President's right to have access to a copy of the school budget, staffing as they pertain to this unit, names and addresses and salaries of all employees in the bargaining unit and agenda of all open Committee meetings. Where material is normally available to the public, the Union will utilize those avenues of acquisition as does the public. It is understood that this shall not be construed to require the Committee to compile information and statistics that are not readily available.
- 4.8 The Superintendent and/or designee will meet with the President of the Union when either feels it necessary to meet at the mutual convenience of both parties.
- 4.9 The Union shall have the right to utilize the interschool mail system for the distribution of Union communications to members providing said material has been specifically authorized by the Union leadership.
- 4.10 The Union shall have the right to use school buildings for after business hours meetings providing requests for said use have been filed with the building Principal or Director of Operations on the Department's regular forms for that purpose in advance. All department policies and regulations regarding the use of school facilities shall be respected and followed.
- 4.11 The Union shall have the right to utilize designated office equipment during and after regular business hours.
- 4.12 The President of the Union shall be furnished a copy of the agenda of all public School Committee meetings 24 hours in advance of said meeting by a designated Human Resources representative. A copy 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.
- 4.13 The President of the Union or designee shall receive up to three (3) days per year for the purpose of attending Union conferences. Additional time will require the permission of the Superintendent of Schools. This conference time is in addition to any other time granted by provisions of this Agreement. In all instances reasonable prior notice must be given to the Superintendent of Schools.
- 4.14 The President of the Union or her designee shall be given that time necessary to attend the funeral of a deceased member of the bargaining unit or the funeral of a member of the unit's immediate family.
- 4.15 During the term of the contract, three (3) hours a week shall be allowed for the Union President for the purpose of attending to Union matters. Additional time

may be granted with the approval of the Superintendent. The President of the Union shall when possible, provide twenty-four (24) hours' notice to his/her supervisor of when this time will be used, and shall schedule such time in consultation with the supervisor so as to avoid any conflict with said President's normal duties and responsibilities or those of other members of the bargaining unit or the functioning of the School Department.

- 4.16 The Union President shall receive a copy of all communications dealing with members of the bargaining unit prior to final distribution.

V. MANAGEMENT RIGHTS

It is understood and agreed that the School Committee possesses the sole right and authority to operate and direct employees of the School Department in all aspects, including, but not limited to, all rights and authority exercised by the School Committee except as modified in this Agreement. These rights include, but are not limited to:

- 5.1.1 The right to determine its mission and policies, and to set forth all standards of service.
- 5.1.2 To plan, direct, control, determine and evaluate in a prescribed manner the quality of the operations or services to be conducted by employees of the School Department.
- 5.1.3 To determine the methods and means needed to carry out the School Department's mission.
- 5.1.4 To direct the work force.
- 5.1.5 To hire and assign or to transfer employees within the Department.
- 5.1.6 To promote, suspend, discipline or discharge for just cause.
- 5.1.7 To lay off or relieve employees due to lack of work or funds.
- 5.1.8 To make, publish and enforce rules and regulations.
- 5.1.9 To introduce new or improved methods, equipment or facilities.
- 5.1.10 The right to determine whether goods or services shall be provided.
- 5.1.11 To take any and all actions as may be necessary to carry out the mission of the School Department in emergency situations provided that no right shall be exercised or enforced in a manner contrary to or inconsistent with the provisions of this Agreement.

5.1.12 The right to schedule and assign work; to establish work and productivity standards; and to assign overtime.

5.2 The School Committee, working in concert with State statutes, shall have the sole authority to determine the purpose and mission of the School Department.

VI. GRIEVANCE PROCEDURE

6.1 Definition

6.1.1 A "grievance" is hereby defined to mean:

a. a claim by the Union or member of the bargaining unit based upon an alleged violation or variation from the provisions of this Agreement or the interpretation, meaning or application thereof,

b. a claim based upon an event or condition which affect hours, salary, working conditions and other terms of employment of a member of the bargaining unit covered by this Agreement.

6.1.2 A "grievant" or "aggrieved person" is a person or group of persons making claim or the Union.

6.2 Purpose

6.2.1 The purpose of this procedure is to secure at the lowest possible level, equitable solutions to problems which may arise. Both parties agree that these proceedings shall be kept informal and confidential.

6.2.2 Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted provided the adjustment is not inconsistent with the terms of this Agreement and that the Union has been given the opportunity to be present at such adjustment and has agreed to the settlement.

6.3 Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days for filing, advancing to the next level or responding to a grievance shall be considered as maximum time limits, 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 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.

6.3.1 **Level One.** An employee with a grievance will first discuss it with her immediate superior outside of the bargaining unit provided that the superior has the authority to settle the grievance. Grievances which arise that are outside of the jurisdiction of the immediate superior shall be initiated at Level Two.

6.3.2 **Level Two.** If the grievant is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) work days after the discussion of the grievance at Level One, she may file the grievance in writing within ten (10) working days after such discussion. The Superintendent or his/her designee will hold an informal hearing and issue a decision within ten (10) working days.

Any grievance based on a complaint that an 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 the Superintendent of Schools. The Superintendent, or designee shall conduct a hearing within fifteen (15) working days and shall render a decision in writing within ten (10) working days after concluding the hearing.

6.3.3 **Level Three.** If the grievant is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) work days after the filing of the grievance at Level Two, the Union may file the grievance for arbitration with the Labor Relations Connection (or any other entity that the parties agree to) in accordance with its rules and regulations within twenty (20) working days of the date when the Superintendent's Level 2 decision is due. The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties to this Agreement. The selection of the arbitrators shall be in accordance with the normal selection process of the Labor Relations Connection (or any other entity the parties agree to), unless the parties agree in a given case to use another method.

6.4 General Provisions

6.4.1 No reprisal of any kind shall be taken by the Committee or any agent thereof against any participant in the grievance procedure by reason of such participation.

6.4.2 If in the judgment of the Union a grievance affects a group or class of employees, the Union may submit such a grievance in writing directly to Level Two

6.4.3 Decisions rendered at Level Two of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to the grievant and the Union.

6.4.4 Forms for filing grievances shall be prepared by the Union and Administration and reviewed by the Superintendent before being used.

- 6.4.5 All meetings other than arbitration hearings involving grievances shall be held at times which will permit those concerned to be present after the regular working hours of the grievant.
- 6.4.6 **Time limit for filing.** No grievance shall be entertained unless it is submitted within thirty (30) working days after the aggrieved knows or should have known of the occurrence giving rise to the grievance. If a grievance is not presented within the time limits set forth, it shall be considered waived. The time limit in each step may be extended by mutual written agreement of the School Department and Association.
- 6.4.7 All proceedings shall be private and any disposition shall not be made public without the agreement of all parties.
- 6.4.8 In any matters outside the provisions of this Agreement, all employees shall be free to exercise their rights according to law.
- 6.4.9 Grievants may be represented by a Union representative at all levels of the grievance procedure.
- 6.4.10 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 decisions of an arbitrator sustaining a grievance.

VII. SENIORITY LIST

7.1 Definitions

- 7.1.1 Seniority List: There is a Paraprofessional Seniority List.
- 7.1.2 Transfer: Transfer is defined as movement from position to position.
- 7.1.3 Promotion: Promotion is defined as movement from a position to a new position which includes higher compensation and/or greater responsibilities.

7.2 Seniority List

- 7.2.1 The seniority list shall be updated as of November 1st of each year and promptly reviewed by the Superintendent or designee and Union President. The Union shall have until December 1st of each year to bring any errors in the list to the attention of Human Resources. Any unresolved disagreements as to the seniority status of any employee may be resolved through the grievance process beginning at Level II.

7.2.2 Seniority shall be broken by resignation, retirement, or dismissal for just cause or the refusal of recall.

7.2.3 In the event that two (2) or more employees have the same date of hire, the tie shall be broken by a lottery. The employees involved shall have the opportunity to be present at the lottery. A representative of the union, chosen by the union, shall also be present.

7.3 **Displacements**

7.3.1 Displaced members may apply for vacant positions pursuant to the requirements of Section 12.1 below.

7.4 **Use of Seniority for Layoffs.**

7.4.1 In the event of a layoff, the least senior member shall be laid off unless layoff of such individual is not in the best interests of students. The Administration's determination is subject to the grievance process.

7.5 **Recall from Layoff:** Laid off union members are entitled to the right of recall for a period of one year from the effective date of layoff. Employees shall be notified of recall by regular mail and email (if an email address is made available to the Human Resources Department). However, any members on layoff as of May 28, 2021 will have up to three years of rights to recall from their original layoff.

The member shall have seven (7) business days from the date the notification is mailed to accept recall. Said member shall also notify the Human Resources Department by email or in person at the Human Resources Department.

A recalled member shall have the right to return to the position laid off from if it is still existing at time of recall.

VIII. HEALTH AND SAFETY

8.1 **SAFETY.** In order to have a safe place to work, the School Committee agrees to comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement. All such employees will comply with all applicable laws and the safety rules and regulations established by the School Department.

8.2 **STANDING HEALTH AND SAFETY COMMITTEE**

a. The parties recognize that in order to ensure a healthy and safe environment for students, staff and administration, there shall be a Standing Health and

Safety Committee. It shall consist of equal representatives, appointed by the respective parties, together with other faculty and staff. Said committee shall:

1. Review federal and state laws; standards and regulations pertaining to the workplace environment.
2. Review health and safety issues as they arise.

The Standing Health and Safety Committee shall make recommendations for implementation to the Board, Superintendent and the President of the Association.

- b. No bargaining unit member shall be required to work in an unsafe or unhealthy situation, nor shall she/he be required to participate in activities for which she or he has not been properly trained.
- c. If an employee feels that her/his work requires her/him to be in an unsafe or unhealthy situation she/he should talk first with the building principal or immediate supervisor.

IX. JOB DESCRIPTION

- 9.1 Every position within the bargaining unit shall have a job description. A job description shall be a clear, concise and accurate summary of duties, responsibilities and requirements of the job and shall include any special condition of employment.
- 9.2 The School Committee will not amend job descriptions without providing prior notice to the employee and union, and giving them a meaningful opportunity to provide input to the proposed changes. All job descriptions will remain in place until this process is completed.

X. LEAVES

10.1 Sick Leave

With the approval of the principal, members may be allowed to discharge sick leave in half-day increments.

- 10.1.1 Paraprofessionals shall report illness by entering the absence into the district's tracking system via the internet, or by calling the District's absence reporting system. As a last resort, Members of the bargaining unit may call the building Principal's office as soon as reasonably practicable, but in no event, any later than 6:30 a.m. on the day the absence occurred.

- 10.1.2 Sick leave with pay shall be granted to employees covered by this Agreement. Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury, childbearing and certified exposure to contagious disease.
- 10.1.3 Employees shall be granted fifteen (15) sick days per school year. The Superintendent or his/her designee may require a physician's certification of illness and may consult with said physician regarding any illness of five (5) or more consecutive workdays. In cases of excessive or persistent absences due to illness, the Superintendent may require an employee to be examined by a physician selected by the Superintendent.
- 10.1.4 **Payout of Sick Days**
Members may accrue up to 150 sick days. On an annual basis, the District shall make a payout of \$ 50.00 per day for up to 7 sick days to the extent such days are over accrued 150. Paid sick days and any days over 150 may not be used and are considered expended. Any member who has accrued more than 150 days as of May 28, 2021 will be paid out for those days over 150 as a one-time payment upon the signing of this contract.
- 10.1.5 Upon retirement, Paraprofessionals shall be paid \$ 75.00 per day for accrued sick days up to a maximum of 100 days.
- 10.1.6 The School Department will maintain an appropriate absence reporting system.
- 10.1.7 Sick Leave Bank will be available for all employees. Sick leave bank will be considered for employees who incur a period of serious personal illness, accident, or hospitalization, as verified in writing by a physician. Employees wishing to access sick leave bank must provide a confidential note from the employee's treating physician which included the specific diagnosis, course of treatment, and the time that the employee may be unable to perform the duties of work. Serious illness is defined to mean a disabling physical or mental illness, injury, impairment or condition that involves in-patient care in a hospital, nursing home, or hospice, or out-patient care requiring continuous treatment by an employee's primary care physician or a licensed medical specialist specific to that illness or injury.

Sick Leave Bank

- a. Employees appointed by the School Committee in East Providence who have illnesses that are medically certified and filed with the Human Resources Office may appeal to the Association for up to twenty-five (25) additional sick leave days which might be used after their accrued sick leave has been exhausted. Requests for additional sick leave pool days may be considered by the sick bank committee, however, those requests may be denied and all decisions will be final.
- b. Employees in the association may contribute up to three (3) days per year of their regular sick leave to the aforementioned pool.

- c. Employees 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 Union at least one (1) week before the recipient's own sick leave has been exhausted. The President of the Union shall collect letters of voluntary donation from employees who donate sick days, and provide such letters or as otherwise documented, authorizing such donation of sick days to the Human Resources Director when submitting a request from an employee for use of Sick Bank days.

10.2 **Personal Leave**

- 10.2.1 Each employee shall receive three (3) days personal leave with pay per school year. One personal day may be carried over to be used in the following year or converted into sick time.

10.3 **Maternity**

Maternity Leave — When illness or disability due to childbearing renders an employee unable to perform her duties, the employee may use her accrued sick leave. The School Committee reserves the right to require a doctor's statement to determine her ability to return to work.

- 10.4 **Parental Leave** — An employee shall be granted at any time a parental leave without pay for one (1) year or for the remainder of a given school year upon expiration of the maternity leave or in lieu of maternity leave. Parental leaves shall be granted to either parent for the birth or adoption of a child. Such leaves may be renewed for additional periods of time with the approval of the Superintendent. Return of employees from said leave will take place at the beginning of the school semester.

10.5 **Religious Leave**

For all bargaining unit members whose religious obligations require attendance at religious services held during the school day - not to exceed two (2) days per year. Notification must be given at least one (1) school day prior to taking this leave or pay will be deducted.

10.6 **Bereavement Leaves**

All bargaining unit members covered by this agreement shall be granted leave with full pay for up to seven (7) days for a death of the employee's spouse/partner or children/step-children. For the death of any other immediate family which includes father, mother, brother, sister, step-parents, in-laws, grandchild and any person living in the Paraprofessional's household, the member will receive leave with pay for up to five (5) days. If bereavement leave occurs just prior to an extended school closing (five (5) week days or more), the leave shall terminate on the last day of school prior to said closing.

All bargaining unit members shall be granted leave with full pay for three (3) days for grandparents by blood or in-law.

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

10.6.4 In an unusual situation as determined by the Superintendent and at his discretion, a member may be granted additional bereavement day(s).

10.7 **Quarantine**

When a member is subject to quarantine by order of the Health Department, such person shall receive full pay for up to ten (10) working days during the period of quarantine. This period of time in which the person is absent from their duties as a result of such quarantine shall not be deducted from her accumulated sick leave.

However, the benefit shall not apply to a member who travels voluntarily and is required to quarantine as a result of such travel by either the State of Rhode Island or the CDC or other designated agency except in the case of emergency as determined by both the President of the Union and the Superintendent of Schools. If both the Superintendent and President determine that the travel was an emergency, the mandatory quarantine time will be paid and not deducted from the member's sick time. If the travel was not an emergency, it shall be deducted from sick time if available or unpaid leave. Failure to request leave for unpaid quarantine time in advance of such travel could result in disciplinary action.

10.8 **Legal Leave**

10.8.1 An employee called for jury duty shall receive the difference in her pay for the period of said duty. She shall keep any monies paid by the courts for travel or incidental expenses.

10.8.2 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 the difference between the witness fee and the normal salary for the period of absence. Members may be granted temporary leave of absence with full pay for the time necessary for appearance in any legal proceedings connected with her employment or with the school system.

10.9 **Holidays**

10.9.1 Members of the bargaining unit will receive the following holidays with pay (no retroactivity pay for holidays passed at time of final agreement):

1. Memorial Day
2. Martin Luther King Day
3. Labor Day

4. Columbus Day
5. Thanksgiving Day
6. Friday after Thanksgiving Day
7. Veterans Day
8. Good Friday
9. National Election Day
10. Christmas Eve Day
11. Christmas Day
12. New Year's Eve Day
13. New Year's Day
14. President's Day

10.9.2 Compensation for holidays, personal days, and sick days shall be for the pay ordinarily received in the employee's normal work day on that paid holiday. Members of the bargaining unit who are on unpaid leave will not be eligible to receive holiday pay during their absence.

10.10 **Long Term Leave Without Pay**

Upon request an employee may, at the discretion of the Superintendent or designee, be granted leave without pay for one (1) year period for reasons related to long-term medical care of a spouse, parents, or children of the member living in the household.

Leaves will only be considered during the school year for emergency medically related events and only after other applicable leave has been exhausted.

Any request for leave under this section shall be accompanied with sufficient detailed documentation (outlining the necessity for such leave), which in the judgement of the superintendent is sufficient to assist him or her in making a recommendation to the School Committee to grant such leave.

Leave under this section shall not be granted for vacation activities or other non-medically related events.

During the term of such leave, the member will not accrue seniority, receive medical benefits or any other benefit granted under this agreement.

10.11 **Benefits During Leave** — An employee on leave shall retain all benefits provided the employee pays the cost of said benefits. An employee on leave shall earn and retain seniority while on leave.

10.12 **Return from Leave** — Upon return from any leave, an employee shall be returned to his/her position or to a position comparable to the one he/she left.

10.13 **Release Time Days** — If professional release time days are provided as part of the school year, bargaining unit members shall be allowed to attend job related

conferences and/or workshops with no loss of pay, with the approval of the Superintendent of Schools.

10.14 **Workers' Compensation**

Sick leave shall not be charged, when an employee receives workers' compensation salary payments as a result of an on-the-job injury.

The School Committee shall have the right to have the employee examined by a physician designated by the School Committee and this physician shall consult with the employee's physician for the purpose of establishing the length of time the employee will be absent from her or his duties.

10.15 **Family Medical Leave Act and Rhode Island Parental and Family Medical Leave Act**

Family Medical Leave law provides up to 13 weeks unpaid leave for a personal illness or the illness of a family member. Sick leave (if available) will be used concurrently with such statutory leave.

XI. TRANSFERS

11.1 Transfers are defined as lateral movement from one position or location to another. Such transfers shall be granted based on the requirements of 12.1 below.

11.2 When a position to be maintained is vacated by reason of resignation, retirement or dismissal, all employees shall be notified (job posting) by email within ten (10) working days before the closing date of applications.

11.3 All positions referred to in 11.2 above shall be awarded the later of ten (10) working days after the close of applications or the next school committee meeting. However, if the Superintendent or designee determines that a transfer at that time is not in the best interests of students, Administration may delay such transfer until the beginning of the next school year and fill such vacant position with a substitute for the balance of the present school year.

11.4 Involuntary Transfer

Involuntary transfers will be at the discretion of the Superintendent for cause. The superintendent or designee will give 48 hours' notice of an involuntary transfer.

XII. PROMOTIONS, FILLING OF VACANCIES OR NEW JOBS

12.1 When a position is open, all members of the Union shall be notified of the opening by the Director of Human Resources or designee at least ten (10) school days before the closing of applications. Posting may be accomplished via District email system and/or District website.

Transfers or promotions or filling of a vacancy shall take place at the end of each school year unless the Administration determines it to be in the best interests of students to be effective during the school year. The Administration may fill a vacancy during the school year with a substitute.

Positions will be filled based on the following criteria:

- Qualifications as stated in the job description, experiences in an actual job held and in any special qualifications or certifications that may be required or desirable for a position and the needs of the student(s) to be served.
- Relevant certifications and post-secondary degrees.
- Professional development each applicant has engaged in.
- Engagement in the school community.
- Work history with the District, including, but not limited to attendance and recent work experience.
- Results of evaluations.
- Successful interview with an interview committee and the site-based principal.
- Discipline history.
- Any other relevant data submitted by an applicant.

If all criteria are equal, the applicant with the most seniority working in the school system shall be selected.

If the Administration determines that a sole applicant or any applicant is not suitable for a position, then the Administration may advertise externally.

Any decision of the Administration regarding a decision to transfer or promotion is subject to the grievance process.

Should members of the bargaining unit transfers into positions, which require proficiency in specialized areas, they shall receive appropriate training upon appointment.

12.2 The Union President or her/his designee may serve on any interview committee referred to in section 12.1 above.

12.3 There shall be a probationary period of ninety (90) school days for new appointees.

During said probationary period, new employees may be dismissed for reasons relating to job performance.

XIII. WORKING CONDITIONS

13.1 **Work Year**

The work year of all bargaining unit members shall consist of as many days as there are in the school year for students in the East Providence school system, plus one convocation day. In addition, the District may require paraprofessionals to attend up to three additional professional development days paid at the employee's per diem hourly rate of pay.

The Union shall provide input to the District from time to time regarding professional development offered to the members.

13.1.1 **Tuition Reimbursement and CPR Training.**

All members of the bargaining unit shall be eligible for tuition reimbursement, with the prior written approval of the Superintendent, and subject to the following conditions:

1. Tuition reimbursement shall be provided for up to two (2) courses per employee per year.
2. The maximum cost of the tuition reimbursement per year shall be \$20,000 per year (not per person, per bargaining unit).
3. The course(s) for which tuition reimbursement shall apply must be related to the employee's job classification.
4. Tuition reimbursement shall include the cost of tuition and required texts/materials.
5. Tuition reimbursement approval is at the discretion of the Superintendent.
6. CPR Training shall be provided by the District at no cost to the members of the bargaining unit and the CPR cards will also be at no cost to the members.

13.2 **Work Day**

13.2.1 The work day of all Paraprofessionals shall be the same as the teachers' workday.

13.2.2 If Professional development is provided by the district requiring attendance of Paraprofessionals outside of the normal school day, such time will be compensated at the member's per diem rate.

13.2.3 Paraprofessionals shall have a 25-minute lunch period each day.¹

¹ The work day shall include at least twenty-five (25) minutes for lunch providing the employee works six (6) consecutive hours per day or more.

- 13.2.4 Said work day shall include two (2) fifteen (15) minute rest periods per day, providing the employee works six (6) consecutive hours per day or more, not including lunch time.
- 13.2.5 Time and one-half shall be paid for all work performed in excess of forty (40) hours per week.
- 13.2.6 If school is canceled after employees have reported to work, and the Superintendent has decided to cancel classes thereafter, they shall receive at least four (4) hours regular pay for that day. If school is canceled after the first four (4) hours of work, the employees shall be paid the full regular pay for that day.
- 13.2.7 A paraprofessional who is assigned by the building principal to fill in as a substitute teacher shall be paid the daily substitute rate of pay in addition to their regular rate of pay. If a paraprofessional serves as a substitute teacher for only part of a school day, the substitute rate of pay will be prorated. It is agreed that taking paraprofessionals away from their regular duties shall occur only in cases of emergency and after all other appropriate avenues for covering classes have been exhausted. It is further agreed that only those paraprofessionals who hold an associates or bachelors degree who are vetted by RIDE may be used for this purpose. A list of qualified paraprofessionals who wish to volunteer as substitutes will be kept in each building and updated as needed.

XIV. PERSONNEL FILE

- 14.1 The School Department shall maintain one (1) personnel file for each employee exclusive of payroll records.
- 14.2 Such file shall contain copies of personnel transactions, official correspondence with the employee and other relevant documents. Payroll information may be kept elsewhere.
- 14.3 A designated member of the Union, having written authorization from the employee concerned, may examine the personnel file of that employee.
- 14.4 An employee or her authorized representative, at times other than working hours and after making an appointment in advance, shall have the right to examine her personnel file.
- 14.5 Upon request, the administration shall provide employees with copies of documents in her personnel file at her own expense. The Superintendent may waive the cost of copying documents.
- 14.6 No anonymous material shall be placed in the employee's personnel file.

- 14.7 Materials shown to be false or unsubstantiated shall be removed from the employee's personnel file within 10 business days.
- 14.8 An employee may have relevant job material placed in her personnel file by delivering a copy to the administration.
- 14.9 Any additions or changes to the personnel file shall be called to the employee's attention within 10 business days.
- 14.10 An employee shall have the right to attach pertinent comments to anything contained in her personnel file.

XV. NO STRIKES

The School Committee and the Assistants' Union agree that during the dates that this contract is in effect any and all disputes between them shall be settled in accordance with the grievance procedure outlined in this Agreement. The Union agrees that it will comply with Section 28-9.4-16 of the Arbitration Statutes for Municipal Employees in the General Laws of Rhode Island.

XVI. BENEFITS

- 16.1 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.

The Committee will provide the medical benefits summarized in Exhibit A. Committee agrees that it will not change the benefit summary without the approval of the Association. The School Committee will provide a wellness benefit beginning July 1, 2013 as described in Exhibit 1.

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 Paraprofessional).

Income	Contribution - % of Premium
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 EPPA president.

Effective June 30, 2013, the Committee may provide medical benefits through a high-deductible plan. If the Committee elects to change to a high deductible plan, it will pay the difference between the deductible described in Exhibit A and the high-deductible plan through a Health Reimbursement Account.

16.2 Retiree Coverage

Effective November 1, 2012, health insurance will be paid by the Committee for all retiring members 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 co-payment 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.

16.3 Group Life Insurance

16.3.1 Members of the bargaining unit shall be entitled to fifty thousand dollars (\$50,000) worth of life insurance, with premiums paid by the School Department. Should a member of the bargaining unit retire prior to age 65 under the provisions of the State Retirement System, the School Committee shall provide the retired employee with one-half (1/2) of the existing coverage until her/his 70th birthday.²

Further, said members of the bargaining unit shall have the option to purchase, on a payroll deduction plan, additional insurance in one of the following amounts: a. \$19,000; b. \$16,500; c. \$24,000. No individuals may enter this program, or increase benefits, after reaching her sixtieth birthday. The President of the Union shall receive a yearly statement showing insurance dividends.

² See RIGL 45.21.57 Muni Retiree Life Insurance

- 16.4 Upon the death of a member of the bargaining unit, health and dental coverage for the member's family shall be continued for a period of eighteen (18) months.
- 16.5 Liability Insurance shall be provided all members of the bargaining unit at the same level provided certified personnel.

XVII. EVALUATION

- 17.1 All bargaining unit members who have served their probationary period shall be evaluated at least once annually. All probationary employees shall be evaluated at least two times during the probationary period. This evaluation shall be conducted by the building principal or his/her designee or supervisor. Said evaluation will be performed utilizing the evaluation instrument mutually agreed between the Association and the School Committee.
- 17.2 All monitoring or observation of the work performance of an employee will be conducted openly and with her full knowledge. Employees will be given a copy of any evaluation report prepared by their superiors and will have the right to discuss such report with their superiors. Further, the employee may indicate disagreement with the evaluation in total or in part by attaching such comments to the evaluation.
- 17.3 No material derogatory to an employee's conduct, service, character, or personality will be placed in her personnel file unless she has had an opportunity to review and respond to any such material.
- 17.4 Complaints regarding an employee made to any member of the Administration by any parent, student, or other person will be promptly called to her attention.
- 17.5 No employee shall be disciplined, lose compensation or be reprimanded without cause. No employee shall be disciplined or administratively admonished in the presence of students or other staff members.
- 17.6 The initial evaluation instrument, procedures, and any subsequent changes for all bargaining unit members shall be established by mutual agreement.
- 17.6.1 General Provisions: The evaluation process should include, at minimum, the following recommended provisions:
1. Each evaluation observation period shall be for a length of not less than thirty (30) consecutive minutes.
 2. There shall be a post-evaluation conference. The length of time between the evaluation observation and the post-evaluation conference shall be no more than ten (10) working days.

3. In those instances where a Paraprofessional receives less than satisfactory in any category, the evaluator will accompany the rating with specific comments and suggestions for remedial action. In those instances where a member receives an "unsatisfactory" mark, the employee shall, at the discretion of the School Department, be placed on an Employee Improvement Target Plan.

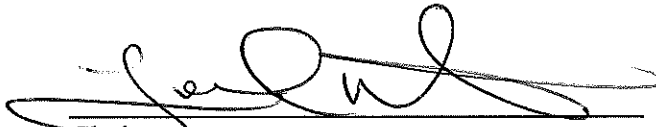
4. Under no circumstances shall said evaluation take place in the week prior to either Christmas or the official end of the school year or, for graduating classes, in the week prior to graduation.

XVIII.

DURATION

The provisions of this Agreement shall be effective beginning November 1, 2020 through October 31, 2022.

President
East Providence Paraprofessionals' Association



Chairperson
East Providence School Committee

APPENDIX A

Paraprofessionals

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

10 years to less than 15 years	\$806
15 years to less than 20 years	\$991
20 years to less than 25 years	\$1,116
25 years and over	\$1,271

In last year of employment, severance pay will be collected as well as longevity. This amount will be paid in the last year of service providing the Superintendent is notified by March 1st in the year of retirement and provided the employee completes the school year except in case of disability or emergency where notification would not be required. The Superintendent may waive the March 1st notification date.

APPENDIX B

LONGEVITY

Longevity - The East Providence School Department shall pay longevity and severance payments (for purposes of retirement the equivalent longevity amount and severance pay in the last year of service will be reported as regular income) in recognition of continuous dedicated service to the East Providence School Department in accordance with the following schedule:

Longevity payments shall be made in a single check during the month of June.

Paraprofessionals

5 Years to less than 10 Years	\$524
10 Years to less than 15 Years	\$600
15 Years to less than 20 Years	\$800
20 Years to less than 25 Years	\$900
25 Years and Over	\$1100

APPENDIX C

SALARIES

There will be a 2% raise in each year of the contract.

11/1/20-10/31/21

	<u>6 Hr. + Cert.</u>	<u>6 Hr. + AS</u>	<u>6 Hr. + BA/BS</u>
Step 1	17.69	18.87	19.87
Step 2	17.99	19.17	20.17
Step 3	18.17	19.33	20.33
Step 4	21.07	22.25	23.25
Step 5	21.43	22.61	23.61
Step 6	21.84	23.03	24.03
Step 7	22.25	23.41	24.41
Step 8	22.64	23.82	24.82

11/1/21-10/31/22

	<u>6 Hr. + Cert.</u>	<u>6 Hr. + AS</u>	<u>6 Hr. + BA/BS</u>
Step 1	18.04	19.25	20.27
Step 2	18.35	19.55	20.57
Step 3	18.53	19.72	20.74
Step 4	21.49	22.70	23.72
Step 5	21.86	23.06	24.08
Step 6	22.28	23.49	24.51
Step 7	22.70	23.88	24.90
Step 8	23.09	24.30	25.32

A member of the bargaining unit will be advanced to the next step on the salary schedule providing s/he has completed one-hundred and eighty (180) calendar days on November 1st of the year in which s/he was hired.