

AGREEMENT BETWEEN
TOWN OF SOUTH KINGSTOWN, SCHOOL COMMITTEE
AND
R.I. COUNCIL 94, AFSCME, AFL-CIO
LOCAL 3125 SOUTH KINGSTOWN

CUSTODIANS AND MAINTENANCE
JULY I, 2019 - JUNE 30, 2022

Contents

AGREEMENT	1
ARTICLE 1 - RECOGNITION.....	1
ARTICLE 2 - NO DISCRIMINATION.....	1
ARTICLE 3 - UNION SECURITY AND DUES DEDUCTION	1
ARTICLE 4 - PROBATIONARY PERIOD.....	2
ARTICLE 5 – SENIORITY	2
ARTICLE 6 - MANAGEMENT RIGHTS.....	3
ARTICLE 7 - GRIEVANCE PROCEDURE.....	3
ARTICLE 8 - PROMOTIONS AND TRANSFERS.....	4
ARTICLE 9 - HOURS OF WORK	6
ARTICLE 10 - OVERTIME AND CALLBACK.....	8
ARTICLE 11 - MEDICAL INSURANCE.....	10
ARTICLE 12 - WORKERS' COMPENSATION	12
ARTICLE 13 - SAFETY AND HEALTH.....	13
ARTICLE 14 - SICK LEAVE/BEREAVEMENT LEAVE	13
ARTICLE 15 – SICK LEAVE POOL.....	14
ARTICLE 16 – VACATIONS.....	15
ARTICLE 17 – HOLIDAYS.....	16
ARTICLE 18 - PERSONAL LEAVE	17
ARTICLE 19 - LEAVE OF ABSENCE WITHOUT PAY	17
ARTICLE 20 - MILITARY LEAVE	17
ARTICLE 21 - LEAVE FOR UNION BUSINESS.....	17
ARTICLE 22 - JURY DUTY	18
ARTICLE 23 – TERMINATION	18
ARTICLE 24 – ACCESS OF UNION REPRESENTATIVES	18
ARTICLE 25 - MILEAGE ALLOWANCE	18
ARTICLE 26 – BULLETIN BOARDS AND SCHOOL FACILITY USE	18
ARTICLE 27 – PENSION	18
ARTICLE 28 - PERSONNEL FILES	18
ARTICLE 29 – LIFE INSURANCE	19
ARTICLE 30 - RECORD OF ACCUMULATED TIME	19
ARTICLE 31 - TRAINING AND CERTIFICATION.....	19

ARTICLE 32 - DISCIPLINARY ACTION	19
ARTICLE 33- LAYOFF AND RECALL	19
ARTICLE 34 - WAGES & LONGEVITY & SHIFT DIFFERENTIAL	20
ARTICLE 35 - SEVERABILITY	21
ARTICLE 36 - NEGOTIATIONS FOR NEXT CONTRACT	21
ARTICLE 37 - EXTRA CONTRACT AGREEMENTS	21
ARTICLE 38 - AMENDMENTS TO AGREEMENT	21
ARTICLE 39 - SNOW DAYS/SNOW EMERGENCY	21
ARTICLE 40 - EYEGLASS COMPENSATION.....	22
ARTICLE 41 - JOB DESCRIPTION & CLASS.....	22
ARTICLE 42– PEOPLE (P.E.O.P.L.E.).....	23
ARTICLE 43 - NON-PERFORMANCE OF BARGAINING UNIT WORK.....	23
ARTICLE 44 – AFLAC.....	23
ARTICLE 45 – UNIFORMS.....	23
ARTICLE 46 - DURATION	24
APPENDIX A - WAGES.....	25
APPENDIX B: INTERVIEW PROCESS COMMITTEE	26
APPENDIX C: MEMORANDUM OF AGREEMENT REGARDING VOLUNTEERS	27
APPENDIX D: MEMORANDUM OF AGREEMENT REGARDING DUTIES OF CUSTODIAL AND MAINTENANCE EMPLOYEES	28
APPENDIX E: JOB DESCRIPTIONS	30

AGREEMENT

This Agreement entered into this 21 day of ~~October~~ July 2020 by and between the South Kingstown School Committee, South Kingstown, Rhode Island, hereinafter referred to as the Employer, and Rhode Island Council 94 of the American Federation of State, County and Municipal Employees, AFL-CIO, on behalf of the South Kingstown School Employees, Local 3125, hereinafter referred to as the "Union".

ARTICLE 1 - RECOGNITION

1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees as certified on January 24, 1979 in Case #EE 3222 by the State Labor Relations Board in all matters pertaining to hours, wages and other conditions of employment.

ARTICLE 2 - NO DISCRIMINATION

2.1 The parties agree not to discriminate in any way against employees covered by this Agreement on the basis of race, religion, color, sex (including pregnancy, gender identity, and sexual orientation), parental status, national origin, age, disability, family medical history or genetic information, political affiliation, military service, Union activity, Union membership, non-Union membership or other non-merit based factors, in accordance with applicable laws and regulations. .

ARTICLE 3 - UNION SECURITY AND DUES DEDUCTION

3.1 Membership in the Union may be determined by each individual employee. All employees in the bargaining unit who are members of the union shall pay dues, fees and assessments in an amount certified to the employer by the union.

3.2 The Union agrees to indemnify and hold the Committee harmless against any or all claims, demands, suits or other forms of liability that shall or may arise out of, or by reason of, action taken by the Committee for the purpose of complying with the provisions of this section.

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

3.4 The Committee shall give written notice to the Treasurer and President of the Union of all new employees within the bargaining unit who become eligible for membership in the local. Said notice shall be given monthly and shall include the employee's name, address and date of hire.

3.5 The Committee will discontinue such deductions if notified by the Union in writing. In the event the Committee receives such written notification by an employee, it shall refer the employee to the Union. If the Union does not confirm deductions or discontinuation after five (5) days, the District may discontinue said deduction. The Union shall notify the Committee of the status of the employee's membership within five days of the referral. The Union is fully responsible for any objection by an employee regarding their dues, fees, assessments, and/or deductions.

ARTICLE 4 - PROBATIONARY PERIOD

4.1 All new employees, including head custodians, hired into positions covered by this Agreement shall serve a six (6) month probationary period. During the probationary period, the employee shall be covered by all of the terms of this Agreement except as follows:

- a) A probationary employee shall have no seniority rights except preference over outside hires in the filling of vacancies. However, if the probationary employee moves to a job in a higher classification, the probationary period may be extended up to an additional three (3) months by the Superintendent. Upon successful completion of the probationary period, seniority shall be retroactive to the employee's date of hire.
- b) Interim feedback reports shall be completed by management. A review of said reports shall be held at bi-monthly meeting between management, the Union President, and the probationary employee.
- (c) A probationary employee may be disciplined or discharged without recourse to the grievance procedure.
- d) Vacation accrued by a probationary employee may not be taken as earned but there shall be payment for accrued vacation if a probationary employee resigns or is discharged.
- e) One of the two personal leave days may be taken during the probationary period,
- f) Those provisions of this Agreement which specify "permanent employee" (Sections 15.2, 19.1 and 20.1) shall not apply to a probationary employee.
- g) Prior to appointment a screening committee with both management and Council 94 participation will review candidates and make a recommendation to the superintendent.

ARTICLE 5 - SENIORITY

5.1 Seniority is earned upon completion of the probationary period. Upon earning seniority, it shall be retroactive to date of hire. Date of hire is the date of School Committee appointment. The Superintendent has the right to recommend the appointment of employees retroactively when a school committee meeting is not in close proximity to the start date of work.

5.2 The Employer shall establish a seniority list and it shall be updated semi-annually upon the anniversary date of this agreement and the same shall be a matter of public record and shall be made available to the Union by the Superintendent of Schools. The Seniority List shall include the grade and rate of pay for each employee on said list.

5.3 The principle of seniority shall govern and control all cases of transfer, decrease or increase in working force, as well as preference in assignment and choice of vacations.

5.4 Seniority shall be considered lost for the following reasons:

- a) When an employee has been discharged for just cause;
- b) When an employee voluntarily terminates his employment;
- c) When an employee fails to respond to a recall notice within five (5) working days;

- d) When an employee fails to report his absence from work within three (3) working days;
- e) When an employee fails to renew a leave of absence;
- f) When an employee is laid off in excess of twelve (12) months from the date of his most recent layoff.

5.5 Seniority shall continue to accrue during any authorized leave of absence.

6.6 Whenever training becomes available, said training shall be for a specific classification and so noted. Said training shall be granted to employees in said class in the building or department on the basis of the greatest seniority. Employees shall not be allowed to repeat the same training unless all other employees have had the opportunity to take said training.

ARTICLE 6 - MANAGEMENT RIGHTS

6.1 It is understood that the Employer and Administration possess the sole right to operate the Schools of this department and that all management rights repose in it subject to the terms and provisions of this Agreement. These rights include but are not limited to the following:

- a) To direct all employees of the School Department;
- b) To hire, promote, transfer and retain all employees in positions within the School Department, and to suspend, demote, discharge or take other disciplinary action against all employees;
- c) To relieve employees from duties because of lack of work or other legitimate reasons;
- d) To maintain efficiency of the School Department's operations entrusted to them;
- e) To determine the methods, means and personnel by which such operations are to be conducted and undertake whatever actions may be necessary to carry out the duties and responsibilities of the Agency in situations of emergency.

6.2 The failure by the Employer to exercise any of the rights as provided in this Agreement shall not be construed as a waiver of these rights. The provisions of this Agreement shall not limit or be construed to limit or restrict the inherent and the common law rights of the Employer and the Administration of the School District to control, direct, manage and make changes in the operations and the affairs of the School Department.

6.3 To aid in communication, new operational procedures will be emailed to all appropriate personnel at least two (2) weeks prior to the effective date of the change. Head custodians and Council 94 leadership will assist in sharing the message with members.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.1 For the purpose of this Agreement the term "grievance" means any difference or dispute between the Employer and the Union or between the Employer and any employee with respect to application, violation, or interpretation of any of the provisions of this Agreement.

7.2 There shall be a grievance procedure as follows:

A grievance shall be presented by the aggrieved employee and/or by the Union within ten (10) working days of the employee's knowledge of the occurrence of such grievance. If suspension, the grievance proceeds directly to the level of the Superintendent. If termination, the grievance proceeds directly to the level of School Committee.

Level 1. Any employee or group of employees who has/have a grievance shall discuss it first with the immediate Supervisor in an attempt to resolve the matter informally at that level.

Level 2. If the matter is not resolved at Level 1 within one (1) day, the grievance shall be submitted in writing to Chief Financial Officer within five (5) working days and who shall attempt to resolve the problem within five (5) working days; the decision shall be in writing.

Level 3. If the Chief Financial Officer's resolution is unacceptable to the Union, the Union shall advance the grievance within seven (7) working days to the Superintendent. The Superintendent shall attempt to resolve the matter within seven (7) working days. The Superintendent's decision shall be in writing.

Level 4. If the grievance is not resolved at Level 3, the Union may refer the grievance within thirty (30) working days to the School Committee. The School Committee shall have fifteen (15) working days to hear the grievance and fifteen (15) days thereafter to give a written response.

Level 5. If the grievance is still unsettled, the Union shall have the right within thirty (30) days after the School Committee's reply is due, to submit the matter to arbitration to the American Arbitration Association in accordance with the rules of the Association then obtaining. The decision of the Arbitrator shall be final and binding upon the parties. The expense of any arbitration shall be borne equally by the parties.

7.3 Aggrieved members of the bargaining unit shall be guaranteed the right to Union representation during the course of the grievance procedure. Union Officers, Stewards and grievant(s) shall be allowed time off during working hours without loss of pay in processing grievances.

7.4 The times for grievance meetings shall be mutually agreed to between the parties.

7.5 The Union shall have the right to advance the grievance to the next step if the Employer's representative does not respond within the time limits at his/her level.

7.6 Failure to appeal the grievance within the time limits shall constitute settlement of the grievance.

7.7 The parties shall have the right to extend any of the time limits for the grievance procedure by mutual agreement in writing only.

ARTICLE 8 - PROMOTIONS AND TRANSFERS

8.1 This Article shall apply only to vacancies in permanent positions. Employees presently in the bargaining unit shall be given preference over other applicants when jobs within the bargaining

unit are available. Said preference shall be on the basis of seniority as outlined in the Article on seniority of this Agreement.

8.2 All bargaining unit job postings shall be posted at time stations in all school department buildings. Each job posting shall remain posted for five (5) working days prior to filling said vacancy. The posting shall list the title of the position, the salary and hours of the position, and the job requirements. Employees interested in applying for any vacant positions shall express their interest in writing to the Superintendent. No person shall be permanently hired for any posted job until the expiration date of the posting period.

8.3 The opportunity for a transfer shall be offered to employees who bid for the vacancy in the order of their seniority. Any employee who is given a transfer pursuant to this Article to a Maintenance III and any employee who is given a transfer pursuant to this Article to a Custodian III position shall serve a period of 6 calendar months actually worked. Any employee who is awarded a promotion to Head Custodian shall serve a probationary period of six (6) calendar months actually worked. If such employee does not demonstrate an ability to satisfactorily perform the job during this period, he/she shall be returned to his/her former position. Such employee may also voluntarily return to his/her former position during this probationary period.

8.4 The President of the Union shall be notified of the transfer when the transfer becomes effective.

An employee who is offered a transfer must immediately notify the Superintendent of Schools, or his designee, of his or her decision to accept or reject the transfer. All employees who are offered such a transfer shall execute a form provided by the employer which shall state whether they have accepted or rejected such transfer.

8.5 In the event an employee is awarded a job which is in a higher grade, said employee's wage rate shall be at the next higher rate of pay step excluding Entry Rate. In the event an employee voluntarily accepts a job which is in a lower grade, said employee's wage rate shall be at the same letter step for the lower grade as that held in the higher grade.

When an employee who has worked less than six (6) months is transferred from a position in one grade to a position in a higher grade, the employee shall be paid at the rate established for the Entry Step of the higher grade to which he/she is transferred for the remainder of the six (6) months probationary period.

Once a year, on a mutually agreed upon day, a Maintenance III test will be offered and the results filed in the participating employees' files. Maintenance III and Custodian III vacancies shall be filled by interview procedure (attached as Appendix). First Interview teams shall be as follows:

New Hire Custodian – (Principal or designee, Head Custodian, Custodial Supervisor and Union President or designee).

Head Custodians – (Principal or designee, Custodial Supervisor, Union President or designee).

Maintenance – (Maintenance Director or designee, Union President or designee, Administrator representative)

Second Interview team (Superintendent or designee and Director of Administration).

8.6 When a vacancy occurs and all employees, in order of their seniority, have declined to accept a transfer, the employer may immediately hire a temporary employee to fill the vacancy for a period of no more than thirty (30) working days. Prior to hiring a temporary employee, or filling the job, if there is a need to cover the vacancy it shall be filled on an overtime basis by bargaining unit employees.

8.7 As used in this Article, "transfer" includes promotion, lateral transfer and voluntary demotion. For purposes of lateral transfers only, an employee may not request or receive such a lateral transfer more than two times in any one calendar year. Movement from a part-time position to a full-time position within the same classification will not be considered a lateral transfer.

ARTICLE 9 - HOURS OF WORK

9.1 a) The work week shall be Monday through Friday as follows:

	Start Time	End Time
SOUTH ROAD		
	8:00 a.m.	4:30 p.m.
ELEMENTARY SCHOOLS		
First Shift	6:30 a.m.	3:00 p.m.
Swing Shift	10:30 a.m.	6:30 p.m.
Second Shift	3:00 p.m.	11:00 p.m.
Second Shift (part time)	3:00 p.m.	7:00 p.m.
MIDDLE SCHOOLS		
First Shift	6:30 a.m.	3:00 p.m.
First Shift (part time)	10:30 a.m.	2:30 p.m.
Second Shift	2:00 p.m.	10:00 p.m.
HIGH SCHOOL		
First Shift	6:30 a.m.	3:00 p.m.
Second Shift	2:00 p.m.	10:00 p.m.
Swing Shift	10:30 a.m.	6:30 p.m.
MAINTENANCE		
First Shift	6:30 a.m.	3:00 p.m.

b) All breaks shall be taken in the building where the employee works. Full time custodians receive two, fifteen-minute breaks. Part time custodians receive one, fifteen-minute break.

c) Full-time Day Custodians shall have unpaid meal periods as assigned at the approximate mid-point of their shift unless mutually agreed otherwise. Full-time day custodians are allowed to leave the building during the meal period provided they sign in and sign out with the principal or designee.

d) Full-time Night Custodians shall have paid meal periods from 6:00 to 6:30 p.m. unless mutually agreed otherwise.

e) The meal period for Maintenance workers shall be 12:00 to 12:30 P.M. provided, however, that the employee will finish the job on which he or she is working before taking a lunch break if this can be accomplished not later than 1:00 P.M.

Maintenance workers will punch out and in for meal periods at the maintenance garage except as follow: When a maintenance worker is assigned to Matunuck or West Kingstown during that portion of the day which includes time before and after the lunch period, and was told of the assignment there no later than the previous work day, he/she shall punch out/in at the school and may use the School Department vehicle for going to and from lunch.

f) During summer recess at all buildings, hours for all full-time employees and part-time employees who work eight hour shifts (excluding maintenance workers) shall be:

	Start Time	End Time
Work Day	6:30 a.m.	3:00 p.m.
A.M. Break	9:00 a.m.	9:15 a.m.
Meal Period	12:00 p.m.	12:30 p.m.
P.M. Break	2:00 p.m.	2:15 p.m.

During summer recess, hours for all other part-time employees, shall be:

	Start Time	End Time
Work Day	6:30 a.m.	10:30 a.m.
A.M. Break	9:00 a.m.	9:15 a.m.

During summer recess, part-time employees shall have the option of working 4 hour shifts or 8 hour shifts. Once an employee elects to work either the 4 hour shift or the 8 hour shift, he/she shall work such shift for the entire summer recess.

g) At other times when school is not in session (e.g., Christmas vacation), night custodians shall work during the day shift (for the number of hours they are regularly scheduled to work), except that when a regularly scheduled night school function occurs that evening, one (1) custodian shall work the regular shift. Weather related emergency days when students are not in session, parent/teacher conference days and professional development, training and orientation days are considered times when school is in session as related to work schedule. Nothing herein limits the flexibility of the administrator to shift the schedule to accommodate the needs of an individual school with permission of the CFO.

h) The principal and the custodian by mutual agreement may select break times other than those specified in this section. Breaks shall not be taken at the beginning or end of shifts.

9.2 On early release days, as approved by the Commissioner of Education, night custodians shall be allowed to begin their shifts at the time of dismissal. Early release days will be posted for each school by September 1 of each school year. In the event a regularly scheduled night school function occurs that evening, one (1) custodian shall work the regular shift.

9.3 The following shall be standard operating procedure for the use of time clocks via automatic system:

a) When an employee fails to report to work on time, a seven-minute leeway will be allowed. If an employee is late eight minutes, he will be docked 15 minutes. If an employee works approved overtime eight minutes, he will be paid for 15 minutes overtime.

b) Every custodian, with the exception of night custodians, will be required to punch in and punch out at lunch time.

c) If a custodian volunteers for overtime in another building, he/she should . punch in via computer based Time Clock Plus program.

9.4 Locations and assignments of custodians may be changed during periods of construction in schools.

ARTICLE 10 - OVERTIME AND CALLBACK

10.1 Any employee who is covered by this agreement who is called to work within one (1) to (2) hours of the regular start time of their regular shift and before the next regularly scheduled shift begins, as can be the case in snow days and other emergency pre-shift needs, shall be compensated for 1 hours of overtime pay if called to report 1 hour to regularly scheduled shift or shall be compensated for 2 hours of overtime pay if called to report 2 hours prior to regularly scheduled shift. If the call in or call back is outside of that 2 hour shift window, any employee covered by this Agreement who is called in or called back to work after the regularly scheduled shift ends shall be paid at least three (3) hours pay at the rate of time and one-half the regular rate of said employee's pay. This provision shall not apply when an employee works additional time contiguous to the end of his/her regular shift or when, by prearrangement at least three working days in advance, a day shift employee comes in to work not more than one (1) hour prior to the regular starting time and works through his/her regular shift. To allow for some flexibility, custodians called in can have up to a two (2) hour grace period to arrive as long as they inform the administration and as long as they are only paid for time punched in.

10.2 Any employee who works on one of the holidays, as provided for in this Agreement, shall be paid at the rate of time and one-half (1 1/2) said employee's rate of pay in addition to the employee's holiday pay. Employees who work on any Sunday shall receive pay at the rate of double-time.

10.3 When functions take place in a school at a time other than normal school hours when custodial staff is not scheduled to work their normal shift, overtime shall be given for custodians to perform all necessary work related thereto, including opening and closing of schools and necessary cleaning. Said overtime assignments shall be distributed by rotation among the Custodians in the building first and if none are available to work then shall be distributed by rotation among all members of the Custodial bargaining unit.

The above definition is inclusive of any scheduled assembly of students by a teacher or coach/advisor when school is not in session and custodians are not scheduled to work their regular shifts. Examples include the following:

- Academic/extracurricular classes held on a weekend where a classroom is utilized.

- Entry into the building by an athletic team prior to an away game where full locker room facilities are used or a classroom is utilized by the coach
- Any indoor or outdoor athletic practices that would require the use of restrooms and showers.
- Music/drama related activities involving instruction to students or a performance
- Use by an outside group taking place outside of the school day or normal custodial work schedule.

The following would not be considered an event for the purpose of custodial overtime:

- Assembly of teams/clubs awaiting transportation
- Coaches/students picking up or returning equipment
- Administrative or teaching staff accessing the building.
- Normal after school activities

NOTE: When two (2) or more events take place simultaneously only one custodian will be required to be present unless, at the discretion of administration, additional support is necessary based on attendance, etc.

Salaried or administrative personnel shall not be permitted to perform Custodian work for the purposes of defeating overtime.

10.4 An overtime list, by building and bargaining unit, shall be established by seniority and posted in each work station.

10.5 Overtime distribution shall be as follows:

- a) Except as provided in b, e, and f below, overtime shall be distributed daily in the building first and then in the bargaining unit equitably. All custodial employees shall be offered custodial OT prior to maintenance employees. All maintenance employees shall be offered maintenance OT prior to custodial employees.
- b) Overtime for employee absences shall be offered as 2-four hour blocks. This provision will sunset at the expiration of this CBA term unless mutually agreed upon to remain in effect.
- c) If the employee cannot be reached or is out sick or injured or declines the offer for overtime he or she shall be charged for same.
- d) Probationary employees shall be included in the overtime rotation.
- e) As soon as the employer determines that weekday overtime will be available, it shall offer it immediately within a building and no earlier than five (5) days prior to the overtime event within the bargaining unit.
- f) As soon as the employer determines that weekend overtime will be available, it shall offer it immediately within the building and no earlier than two (2) days prior to the overtime event within the bargaining unit,
- g) In the event that an employee refuses an overtime opportunity in advance, he/she shall not be called the next time his/her name appears on the rotation list for any additional overtime opportunities that may be available for that same day. Once they have already accepted an assignment, said assignment cannot be swapped for a new overtime opportunity that arises at a different location for that same day.
- h) If an overtime event is cancelled, the employee who was scheduled to work the assignment shall be offered the next available overtime opportunity.

- i) Overtime will be offered via telephone call. and awarded pursuant to seniority and 10.5(a).
- j) If a custodian refuses overtime five times in a 6 month period, the custodian shall be removed from the overtime list for 6 months. If at any point the overtime list drops below 50% of total custodial staff, management will have the right to hire substitutes. Absent unusual circumstances, bargaining unit members shall be offered overtime prior to the employer using temporary employees for said overtime.

10.6 An overtime list shall be kept with the names of those employees who wish to work overtime. Employees not on this list may be placed on said list by request on forms provided by the employer.

10.7 Any hours worked in excess of the regular work day shall be paid at the rate of time and one-half. For purposes of this article hours worked shall not include sick time if the sick time occurs the work day before or the work day after the overtime occurs.

10.8 The School Committee shall not be required to fill the position of an employee on extended leave by use of overtime. The Committee may hire a temporary employee in such case, subject to the following:

- a) For purposes of this provision, "extended leave" shall mean an absence which the Employer reasonably expects to last five (5) or more consecutive working days for any reason (e.g. vacation, injury, illness, and unpaid leave).
- b) The temporary employee shall be hired for the classification and shift which remain after bargaining unit employees in the building have had an opportunity to opt in seniority order for temporary reassignment to the opening created by the leave.
- c) When a temporary vacancy exists it shall be filled by a candidate chosen through a screening process that includes management and union participation. If the candidate completes three months of service, (1) he/she shall be required to pay an agency fee for the three months of service and (2) service in the temporary vacancy shall be credited toward the probationary period if said candidate is hired for a permanent position within the twelve (12) months subsequent to the end of the temporary assignment.
- d) At the conclusion of the extended leave, the temporary employee shall be removed from the position, and other employees returned to positions held prior to the leave, so as to make the job available for return of the worker on leave.
- e) If the employee on leave does not return, the vacancy shall be posted and filled in accordance with Article 8. When that occurs, the temporary employee shall be removed from the position and other employees returned to positions held prior to the leave.

10.9 In the event a bargaining unit member works sixteen (16) consecutive hours, either regularly scheduled or overtime, the employee shall be entitled to a three (3) hour unpaid rest period without loss of overtime

ARTICLE 11 - MEDICAL INSURANCE

11.1 The following Blue Cross and Blue Shield plans, or equivalent will be provided as specified below:

Coast to Coast: The Coast to Coast plan provided by the School Committee will include an 80/20 prescription rider and a chiropractic rider (providing for 12 visits per year). The Emergency Room co-payment shall be \$100.00.

A vision rider shall be provided by the School Committee.

Subject to the provisions set forth above, the Employer shall provide individual coverage for all employees covered by this Agreement. For employees regularly scheduled to work at least twenty-five (25) hours per week, the Employer shall provide family coverage at agreed co-pay above for those employees covered by this Agreement who are eligible for such family coverage and elect said coverage. Notwithstanding the foregoing, the Employer shall continue to provide family coverage at agreed co-pay above for any employee who is regularly scheduled to work fewer than twenty-five (25) hours per week if the employee was hired on or before January 1, 1996.

11.2 The Employer shall provide individual and family coverage for Delta Dental Level I or equivalent for all employees covered by this Agreement.

11.3 The Employer shall provide said coverage, provided, however, that should the spouse of the employee be eligible for and be receiving medical insurance from the Town or the South Kingstown School Department prior to the employee's date of hire, then the Employer shall not be required to furnish medical coverage for said employee or said family.

11.4 With the exception of the obligation to forward premium payments on a timely basis, the Employer shall not be subject to any liability as a result of the permission granted by the Employer to employees to buy group health insurance under this section.

11.5 An employee who is laid off shall be allowed to participate in the group health insurance coverage at the employee's expense for a maximum of three (3) years.

An employee who retires (as defined in §14.7) shall be allowed to participate in the group health insurance coverage at the employee's expense for a maximum of five (5) years from the date of retirement but not beyond age 65 provided that the retiree is not employed in another job where group health insurance coverage is available.

The employee must elect participation or non-participation at the time of separation. An employee who elects not to participate may not later join the group.

Payment for a month's premium must be received by the 20th of the preceding month. If payment is not received the insurance shall be cancelled and the individual so notified in writing.

11.6 Bargaining unit members receiving health insurance shall pay through payroll deduction 15% of the premium for the 2019 -2020 school year, 16% of the premium for the 2020-2021 school year, and 17% of the premium for the 2021-2022 school year. In connection with the 2011-2014 collective bargaining agreement, the undersigned parties agree as follows: In the event that the working rate or premium for medical insurance is projected to increase by more than 10%, the parties will meet and discuss options for plan re-design that could reduce the projected increase in a good faith effort to reduce costs for all concerned.

11.7 Buy Back Provision. Employees eligible to receive health care are eligible to participate in the "Buy-Back" option of Health Benefits:

- a) Any eligible bargaining unit member who has double medical coverage may elect to drop the coverage provided by the South Kingstown School Committee and receive a payment of \$1,750 for each year medical coverage is waived. Such payment will be prorated over the pay periods remaining in the school year which are paid on or after November 1. Bargaining

unit members wishing to participate shall deliver a signed, witnessed waiver form to the Superintendent's office prior to August 1st of that school year

- b) A bargaining unit member who is hired or recalled after September 15 may participate as above by submitting the waiver prior to the 15th of the calendar month preceding that in which coverage will be dropped. Pro-ration of the payment due shall begin as soon as practicable following submission of the waiver.
- c) A bargaining unit member returning from leave of absence after September 15th of school year shall not be eligible to participate in the Buy Back option during that school year.

Eligibility for participation in the "BUY BACK" option would commence on the payment date immediately following signing of this agreement.

11.8 Reinstatement Provisions: In the event a bargaining unit member, who has elected to drop medical coverage as provided above, decides to reinstate either or both coverages, the following shall apply:

- a) Reinstatement may be effective only at the beginning of the plan year (September 1) and application must be made in writing to the Superintendent's office not later August 1.
- b) Reinstatement may be requested during the plan year if such request is due to loss of the other available coverage for reasons beyond the employee's control. A request for mid-year reinstatement must be made in writing to the Superintendent's office.

If the request is approved by the insurer, reinstatement shall be effective the first of the month which is at least fifteen (15) calendar days following such approval.

- c) All reinstatement is subject to the medical coverage provider's rules and contingent upon the insurer's approval.

ARTICLE 12 - WORKERS' COMPENSATION

12.1 The Employer agrees to continue to cover all employees with Worker's Compensation coverage, which protects against loss due to statutory liability as a result of personal injury or death suffered by an employee in the course of his employment.

12.2 It is important that claim forms be made out within twenty-four (24) hours of the accident.

12.3 Full-time employees who are injured on the job shall receive not more than eight (8) hours of sick leave credit if they are absent for eight (8) hours or less due to such injury. Such employees who are absent more than eight (8) hours but less than four (4) days, due to such injury, shall use sick leave for the period beyond the eight (8) hours, but less than four (4) days.

Similar sick leave credit for part-time employees shall be prorated based upon the number of hours they were assigned to work on the day on which the on-the-job injury occurred.

When personnel have deducted time from accumulated sick leave due to on the job "temporary disability" for four (4) days, and have been paid by the district for said time taken, all reimbursements received from workers' compensation for said disability must be returned to the district. In such instances, sick leave credit will be made on a proportionate basis.

12.4 When a claim is made for "permanent partial disability" and payment is received, this money is to be retained by claimant. Employee files a worker's compensation form with the central office.

12.5 Whenever a bargaining unit member is absent from work as a result of personal injury sustained by the bargaining unit member arising out of and in the course of his/her employment, he/she will be paid full salary for a period of up to 45 working days from the date of injury, without charge to his/her annual sick leave. From the 46th working day forward, the bargaining unit member may elect to utilize his/her sick leave, prorated, and based upon the amount of workers compensation payments made to the school department. Time from the sick pool shall not be applied for this purpose.

ARTICLE 13 - SAFETY AND HEALTH

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

13.2 Should an employee complain that his work requires him to be in an unsafe or unhealthy situation in violation of acceptable safety rules, the matter should be considered immediately by representatives of the Employer other than the said employee's immediate supervisor.

13.3 In the event the Employer disputes the existence of an unsafe or unhealthy condition, then the Union shall have the right to grieve and dispute.

13.4 The Employer shall provide all necessary training required for employees covered by this Agreement. The Employer shall provide all employees with all necessary personal protective equipment including, but not limited to, safety glasses and gloves, as determined by the School Department Safety Committee.

13.5 Whenever snowplowing or sanding is performed, vehicles used shall have two (2) employees when personnel are available.

13.6

- a) Whenever a health or safety inspection of a school department building or area takes place, the Union President or his/her designee shall be notified if possible, The head custodian of such building or area may accompany the health or safety inspector if the inspector so permits.
- b) The School Committee shall forward to the Union President a copy of any regularly required health and safety reports (other than individual complaints or incident reports) made to or received from OSHA, Department of Health or Department of Labor.

13.7 Whenever asbestos abatement (removal or containment) is being performed on school department premises, the Union President or his/her designee shall be notified

13.8 Whenever medical evidence is provided of limitation of ability, the district shall have the right to an independent medical.

13.9 If lost time exceeds two weeks due to injury, a fit for duty exam may be required by the employer for re-entry into the position.

ARTICLE 14 - SICK LEAVE/BEREAVEMENT LEAVE

14.1 Sick leave with regular pay shall be granted to all employees covered by this Agreement at the rate of one and one-quarter (1 ¼) days per calendar month. Unused sick leave shall accumulate to a maximum of 180 days. Sick leave must be used in increments of no less than one-quarter (1/4) day.

14.2 One (1) day will be granted for family illness not charged to personal illness; five (5) additional days may be used for family illness and will be charged to the employee's personal sick leave.

14.3 For extended or questioned illness, a Doctor's examination report may be required after three (3) days absence. Failure to comply with this request will result in no payment for sick leave.

14.4 Five (5) days absence with pay will be allowed to a bargaining unit member for each critical illness or death in the immediate family including members living in the same household. Any other absence for funeral attendance or bereavement days needed for other than immediate family shall be charged to vacation or personal time.

14.5 For the purposes of this Article, immediate family means Spouse, Children and any other members of the same home; Father and Mother, Brother and Sister, Grandmother and Grandfather, Father-in-law and Mother-in-law, grandchild, son-in-law, daughter-in-law or person with whom you are currently living.

14.6 For extended absences the School Committee may require an employee to have a doctor's examination by the School Doctor or a doctor of the employee's choice.

14.7 One half of accumulated sick leave shall be paid in one lump sum to each employee who retires after ten (10) years of service. For the purposes of this section an employee who retires shall be defined as eligible for the municipal employees' pension plan. Notification by December 1 shall be required for any employee retiring in the following fiscal year. If such employee misses this deadline, he/she may be required to wait until the fiscal year following the one that begins the next July 1 for this benefit to be paid.

14.8 If "dock days" are requested/needed, the member understands that the time will be unpaid. A reason is needed to accompany the dock day request. If the member could anticipate the need earlier (not an emergency and could have used personal days) then the member will be responsible to contribute (less the copay amount) to their medical and dental insurance for the days missed (at a rate not to exceed \$100.00 per day).

14.9 First Shift employees must call out sick prior to 6 A.M. and second shift employees must call out prior to 10:00 A.M., with exceptions granted for documented medical emergencies.

ARTICLE 15 – SICK LEAVE POOL

15.1 A sick leave pool shall be established within the bargaining unit.

15.2 Any permanent employee in need who had not previously abused his /her sick leave and exhausted all vacation and sick leave, could draw from the bank on a pay-back basis.

15.3 Any employee at any time could contribute any portion of his/her accumulated sick leave to the bank on a non-reimbursable basis.

15.4 Any sick leave accumulated by an employee in excess of 180 days would automatically be contributed to the bank.

15.5 Any employee drawing from the bank would have the responsibility of reimbursing the bank upon their return to work at a rate mutually agreed upon by the employee and the Sick Leave Bank Committee.

15.6 A Sick Leave Bank Committee, consisting of one person appointed by the Union, and one person appointed by the Employer, shall administer this bank. Disagreements of this Committee shall be subject to the grievance procedure.

15.7 A report of current levels in the sick leave pool reflecting the amount of days/hours shall be provided to the Union President on a quarterly basis.

ARTICLE 16 - VACATIONS

16.1 The School Committee shall provide to each member of the bargaining unit a written record of all his/her accrued leave as of each July 1. The School Committee shall also provide this information to the President of the Union.

16.2 Effective July 1, 1985 vacation leave with pay shall be allowed and considered earned by the employee in accordance with the following schedule:

SERVICE	Accrual Rate (Days Per Month)	Year Accumulation
0 to 1 year	.83	10 days
1 to 2 years	1.25	15 days
2 to 3 years	1.66	20 days

Employees hired after July 1, 2019, vacation leave with pay shall be allowed and considered earned by the employee in accordance with the following schedule:

SERVICE	Accrual Rate (Days Per Month)	Year Accumulation
0 to 1 year	.42	5 days
2 to 5 years	.83	10 days
6 to 10 years	1.25	15 days
11 years and higher	1.67	20 Days

Any additional fractions of vacation time earned based on the yearly accumulation shall be recorded on July 1 of each year.

16.3 An employee may carry the cumulative vacation leave from one year to the next up to a maximum of ten (10) days. Vacation earned as specified in Section 16.2 shall be credited to each employee on July 1 of each year. No employee shall be allowed to use any vacation prior to the time such vacation is credited. Employees shall be allowed to accumulate no more than thirty (30)

vacation days at any one time. Employees who terminate shall, upon termination, receive paid vacation or vacation pay as accrued in accordance with Section 16.2.

16.4 Employees covered by this Agreement shall not be called back to work while on vacation unless by mutual agreement between the employee and the School Department. If an employee is called back to work while on vacation, said employee shall receive vacation pay plus pay at the rate of time and one-half for those hours worked.

16.5 Employees shall be granted vacation with fifteen calendar days advance notice.

a) When school is in session, not more than the following employees shall be on vacation at any one time:

- One (1) at each elementary school
- Two (2) at the middle school
- Three (3) at the senior high school
- Two (2) at the maintenance department

b) When school is not in session, not more than the following employees shall be on vacation at any one time:

- Half at each elementary school
- Half at the middle school
- Half at the senior high school
- Half at the maintenance department

c) If more employees than may be granted vacation request the same vacation time, preference shall be given to those with greatest seniority as follows:

Employees who give a 30 calendar day notice shall be granted vacation on the basis of seniority as defined in 5.3 of this agreement. When employees give less than a 30 calendar day notice then the employees who first requested vacation time shall be granted the vacation.

d) Vacation schedules shall be posted in each building.

16.6 No vacations shall be granted during the five (5) working day period immediately preceding the opening of school, and the first five (5) school days of the academic year.

16.7 Employees shall be allowed to take two (2) weeks (10 days) vacation time while school is in session but only one (1) week (5 days) can be taken consecutively. For vacation requests for days off in conjunction with vacation days occurring during recess weeks, employees shall be allowed to take up to ten (10) days consecutively. While school is in session, if a personal day(s) is/are requested in advance and taken in conjunction with vacation days, said personal day(s) shall be considered part of the consecutive day limitations above.

16.8 All approved requests for vacation time shall be posted in the building or department where vacation requests are being made within 48 hours of the request being received by the immediate supervisor.

ARTICLE 17 – HOLIDAYS

17.1 All employees covered by this Agreement shall be paid at their regular rate of pay for each of the following designated holidays whether or not a regular scheduled work day:

New Years' Day	Labor Day
Martin Luther King, Jr. Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Christmas Eve (1/2 Day)	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
V.J. Day	New Year's Eve

17.2 Whenever a holiday falls on a Saturday, the Friday before will be recognized. In case the holiday falls on a Sunday, Monday will be granted.

17.3 One-half day of vacation or personal time may be used at the employee's option to supplement the ½ day Christmas Eve in Section 17.1 above.

ARTICLE 18 - PERSONAL LEAVE

18.1 Two (2) personal leave days shall be granted to each employee each year.

18.2 Requests for personal leave must be made to the supervisor as far in advance as possible, except in emergencies, at least five (5) days' notice shall be given. Personal leave shall not be carried over from one year to the next and is not payable upon termination.

ARTICLE 19 - LEAVE OF ABSENCE WITHOUT PAY

19.1 A permanent employee may, at the discretion of the Employer be granted a leave of absence without pay for a period not exceeding six (6) months, and said permission shall not be arbitrarily withheld.

19.2 Employees on said leave shall have the right to continue life and health insurance coverage by paying each month's premium in advance to the School Department.

ARTICLE 20 - MILITARY LEAVE

20.1 Any employee covered by this Agreement, who is required to participate in activities relating to membership in a Military Reserve Unit, shall be granted military leave with pay equal to the difference between the amount the employee receives from said military unit and the amount the employee would ordinarily receive had the employee worked for the School Committee during said leave.

ARTICLE 21 - LEAVE FOR UNION BUSINESS.

21.1 Employees covered by this Agreement, up to a maximum of two at any one time, shall be granted unpaid leave or use of accumulated pay leave to attend Local, Council or International

Conferences and/or Conventions, provided such absence does not interfere with the orderly operation of the school system.

ARTICLE 22 - JURY DUTY

22.1 Paid days will be granted to an employee for jury duty or as a witness when such attendance is required by law. Any remuneration received by an employee for court attendance should be refunded to the district if credit is to be given to the employee's absence. However, he may keep his travel expense.

ARTICLE 23 - TERMINATION

23.1 Any employee who resigns his or her job shall give fourteen (14) calendar days written notice to his or her immediate supervisor. Any accumulated leave and pay for hours worked shall be paid to the employee no later than the next pay day following the effective date of termination.

ARTICLE 24 - ACCESS OF UNION REPRESENTATIVES

24.1 With prior permission and notification the Employer agrees to allow the Staff Representative or other staff of the Union to enter the various buildings and areas where employees who are covered by this agreement work, for the purpose of transacting union business and observing conditions under which employees work, provided there is no interruption of work. Such permission shall not be arbitrarily withheld,

ARTICLE 25 - MILEAGE ALLOWANCE

25.1 Any employee covered by this Agreement who is required to use his or her own personal vehicle for School business shall be reimbursed for such use at the prevailing rate paid by the School Committee.

25.2 Said mileage allowance shall be paid to the employee on the basis of reimbursed expenses without deductions and shall be paid by a separate monthly check.

ARTICLE 26 - BULLETIN BOARDS AND SCHOOL FACILITY USE

26.1 The Bulletin Board in each building shall be shared for postings of union communications.

26.2 The Employer agrees to continue the current practice of permitting the Union to use school facilities under the current procedures.

ARTICLE 27 - PENSION

27.1 Members of the bargaining unit shall continue to be covered by the provisions of the Municipal Employees' Pension Plan of the State of Rhode Island for the duration of this Agreement.

27.2 Effective January 2001, the School Committee will implement the Plan B COLA provision under the Retirement Plan.

ARTICLE 28 - PERSONNEL FILES

28.1 Except for pre-employment inquiries, each employee covered by this Agreement shall be allowed to examine his or her own personnel file in accordance with state law and provided they call to schedule an appointment. Each employee covered by this Agreement shall, upon request,

receive a copy of any memorandum, document or other record placed in his or her own personnel file.

Any documents or material given or sent to an employee that will be placed in the employee's personnel file shall have indicated on the document or material that same is being placed in the personnel file. A copy of any such documents or material shall be given to the employee within five (5) working days of the date same are placed in the file.

28.2 The employee shall have the right to grieve the truth and/or accuracy of the material placed in his or her file.

ARTICLE 29 – LIFE INSURANCE

39.1 The Employer shall provide coverage under a Term Life Insurance policy for all employees covered by this Agreement. Effective upon execution of this Agreement, coverage shall be \$30,000.

ARTICLE 30 - RECORD OF ACCUMULATED TIME

30.1 A written record of all accumulated leave shall be provided to each employee twice a year.

ARTICLE 31 - TRAINING AND CERTIFICATION

31.1 The Employer will continue to permit employees who are required to take driver training and/or refresher courses, physicals and x-rays, either during the work day without loss of pay, or after hours with pay.

ARTICLE 32 - DISCIPLINARY ACTION

32.1 Disciplinary action may be imposed upon an employee for just cause only. Any disciplinary action imposed upon an employee may be processed as a grievance through the grievance procedure of this Agreement. Progressive discipline includes: 1) Oral Reprimand, 2) Written Reprimand, 3) Suspension 4) Demotion/Termination. In the case of gross misconduct, management may impose appropriate discipline. After a period of two (2) years, a written reprimand shall be expunged from the employee's personnel records provided there has been no intervening disciplinary action. After a period of one year the employee may request in writing that the Superintendent review the written reprimand to determine if it can be expunged earlier. Any disciplinary action taken against any employee covered by this Agreement shall be reported to the Union President or his/her designee within twenty-four (24) hours of said action.

32.2 When the Employer orally reprimands an employee, the reprimand shall be given in private and in a manner that will not embarrass the employee before other employees and/or the public.

ARTICLE 33- LAYOFF AND RECALL

33.1 In the event a layoff becomes necessary, probationary employees will be laid off first (and that person will receive a layoff letter). Employees with the least seniority shall then be laid off. Said laid off employees' names shall be placed on a recall list and shall remain on said list for a period of up to 3 years. No new employee shall be hired in any classification until all those employees on the

recall list have been rehired. Job abolishment and/or reduction of hours shall be considered a layoff. The provisions of this Article shall not be utilized to circumvent affirmative action.

33.2

- a) Employees who are laid off shall have the right to bump the least senior in same classification (or lower if same classification is not available). For layoff bumping, one bump maximum per person. The employee exercising the bump shall bump the least senior employee (same classification or lower) with the same total number of work hours and work shift (i.e., first shift, swing shift, or second shift). If the same work hours are unavailable, the employee has the right to bump the least senior employee (same classification or lower) in the work shift that is closest to the laid off employee's current shift. If the employee being bumped is not the least senior employee in the bargaining unit, then this employee shall exercise their right to bump pursuant to this article. Nothing in this article shall prevent a four (4) hour employee from bumping an eight (8) hour employee and vice versa.
- b) If there is (are) a vacant position(s) at the time of layoff, the vacancy shall be filled prior to any bumping. The laid off employee does not have the right to automatically take a vacant position. Laid off employees who bid on a vacant position and are awarded said position will no longer have the right to bump. If the laid off employee is unsuccessful in bidding or does not bid, that employee retains the right to bump the least senior employee pursuant to 34.2 (a).
- c) In the case of a budget reduction resulting in a position cut where an employee is involuntarily caused to bump to a lower classification, that employee shall retain their current salary for a period of one (1) year from the effective date of the layoff. Employees so demoted shall have the right to fill any position in the classification they have vacated when said positions become available.
- d) In the event of a school closing and a head custodian and others are displaced, the displaced bargaining unit members would be eligible to interview for the least senior head custodian position within the pay grade.

33.3 Employees with the greatest seniority on the recall list shall be rehired first whenever an opening exists in said classification. They shall be notified by certified mail and must respond within five (5) working days of the receipt of said recall letter to express their intentions of returning to work. Employees so notified and desiring to return to work shall return to work within ten (10) working days if said expression is desire to return to work.

33.4 Employees on the recall list shall continue to accrue seniority while on layoff up to a period of one (1) year.

33.5 There shall be a thirty day written notice to any employee who is laid off. A copy of the layoff notice shall be sent to the Union President.

ARTICLE 34 - WAGES & LONGEVITY & SHIFT DIFFERENTIAL

34.1 Wages shall be as specified in Appendix A of this Agreement.

2019-2020 2.25% Increase

2020-2021 2.25% Increase

2021-2022 2.25% Increase

34.2 Longevity shall be as follows:

Over 8 years of service	\$309.00
Over 10 years of service	\$824.00
Over 15 years of service	\$1,030.00
Over 20 years of service	\$1,236.00
Over 20 years of service (7/1/2009)	\$1,364.75

Longevity shall be paid in a lump sum in the first (1st) pay period in July (increases shall be paid on the employee's anniversary date.

34.3 Shift differential for second and third shift Custodians shall be \$.50. For any second shifts ending after 11:00 PM the differential shall be \$.65.

When a second or third shift Custodian works overtime as defined in Article 10 during the second or third shift, he or she shall receive time and one-half the regular shift differential rate.

ARTICLE 35 - SEVERABILITY

35.1 In the event any articles or part of any article of this Agreement are found to be invalid by a court of competent jurisdiction, the remainder of this Agreement shall continue in full force and effect.

35.2 The waiver of any breach or condition of this Agreement shall not set a precedent in the future enforcement of this Agreement.

ARTICLE 36 - NEGOTIATIONS FOR NEXT CONTRACT

36.1 Upon receipt of a written demand for bargaining, the Employer agrees to enter into negotiations with the Union no later than One Hundred Twenty (120) days prior to the expiration date of this Agreement for the purpose of negotiating a succeeding Agreement.

36.2 In the event negotiating sessions are mutually scheduled during working hours for any employee covered by this Agreement who shall be elected or appointed to a position on the negotiating committee for the Union, then that employee shall be relieved of duty to attend any necessary meetings relevant to negotiations. Said relief from duty shall be without loss of pay.

ARTICLE 37 - EXTRA CONTRACT AGREEMENTS

37.1 The Employer agrees not to enter into any Agreement with employees covered by this Agreement either individually or collectively which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE 38 - AMENDMENTS TO AGREEMENT

38.1 The parties agree that no changes whatsoever shall be made to this Agreement for the duration of the Agreement unless by mutual consent, in writing, by the parties.

ARTICLE 39 - SNOW DAYS/SNOW EMERGENCY

39.1 Custodial and maintenance personnel will work snow days except when a State of Emergency is called by the Governor.

39.2 If a State of Emergency is declared by the Governor, all custodial and maintenance personnel who are called in shall receive pay at time and one-half or at the employee's option compensatory time at the rate of time and one-half, plus regular day's pay.

39.3 When school is cancelled for a full day due to weather conditions, custodians who cannot get to work shall be allowed to use vacation or personal time for such day, no more than three days per school year. In the event that maintenance, employees are engaged in snow removal on such days, they shall be allowed to take school department truck home, if available, but shall be required to return them the following day.

39.4 Whenever students are released early due to weather and no afterschool activities are scheduled, second and third shift custodians shall be permitted to report to work at the time the students were released early.

39.5 On days of inclement weather where the Superintendent has cancelled school, custodians may have a one (1) hour grace period to arrive to work without penalty (custodians shall be compensated only for time clocked in).

ARTICLE 40 - EYEGLASS COMPENSATION

40.1 The Employer agrees that if an employee's eyeglasses are broken because of a job related incident then the Employer will reimburse employee for cost of repair or replacement.

ARTICLE 41 - JOB DESCRIPTION & CLASS

41.1 All employees covered by this Agreement shall have job descriptions and designated classifications which shall not be changed unless in writing by the consent of the Union and the School Committee.

41.2 Employees who work in a higher classification for three (3) or more consecutive work days, exclusive of vacation, sick or other leave days but inclusive of holidays, shall receive the rate of pay for the higher classification for those days and said rate of pay shall be retroactive to the first day of working in the higher classification.

41.3 Classifications are as follows:

GRADE	CLASSIFICATION
8	Custodian I
9	Maintenance Person
11	Custodian II
12	Maintenance II Custodian III at Matunuck Custodian III at West Kingston Custodian III at Wakefield

13	Custodian III (Broad Rock, Curtis Corner, Peace Dale)
14	Custodian III (High School)
16	Maintenance III
17	No positions currently at this grade level
18	Maintenance Technician

41.4 Employees in the classification of Custodian I who work alone at night in the schools shall assume certain duties of Custodian II, specifically, opening and securing buildings and changing light bulbs.

ARTICLE 42- PEOPLE (P.E.O.P.L.E.)

42.1 Upon receipt of a voluntary written individual order from any of its employees covered by this agreement on forms provided by the Union, the Town will deduct from the pay of such employees those P.E.O.P.L.E. contributions authorized by the employee and forward such deductions to Council 94.

ARTICLE 43 - NON-PERFORMANCE OF BARGAINING UNIT WORK

43.1 Non bargaining unit employees shall not normally perform work performed by bargaining unit employees subject to the following condition:

The School Committee shall continue to provide work in said classification for employees in the bargaining unit and shall avoid insofar as is practicable, the sub-contracting of work performed by employees in the bargaining unit.

43.2 There shall be no district wide privatization for the term of this contract, July 1, 2019 through June 30, -2022 . Prior to privatization, the School Committee agrees to meet with the Union to bargain regarding concessions that may avoid the need to privatize. The use of private vendors to perform bargaining unit work shall be allowed in the case of verifiable emergencies but shall not be used to deny a bargaining unit member overtime or to avoid hiring bargaining unit members.

ARTICLE 44 - AFLAC

44.1 The School Committee shall offer each member of the bargaining unit the option to purchase AFLAC insurance that is currently offered to other employees in the School District. Employees are responsible for all of the costs associated with said coverage. The School District agrees to allow for payroll deduction for the cost of said coverage.

ARTICLE 45 - UNIFORMS

45.1 The School Department shall provide the following uniform which shall be worn while on duty:

- 5 Short sleeved shirts
- 3 Long sleeved shirts
- 5 pants

- 5 shorts
- 1 sweatshirt
- 1 fleece

Shirts will have "SK School Department" on the front and "STAFF" in reflective lettering on the back.

As needed clothing shall be replaced due to wear. To qualify for a replacement, employee shall be required to turn in the "worn" article of clothing. Replacements shall be made pursuant to the following schedule:

- a) Shirts, pants, and shorts – one of each per contract year
- b) Sweatshirt and fleece – one of each replaced every other year.

If employment ends, all clothing shall be returned to the School Department.

ARTICLE 46-Evaluations

146.1 f an employee receives a highly effective evaluation during a school year, a \$250.00 bonus shall be paid. The evaluation/failure to receive a bonus shall not be grievable.

ARTICLE 47 - DURATION

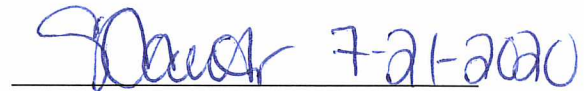
47.1 The effective date of this agreement shall be July 1, 2019 and this agreement shall expire on June 30, 2022.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this 21 day of July, 2020.

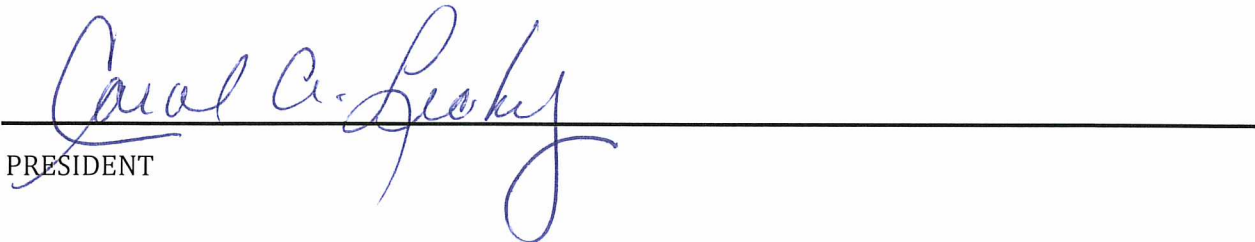
For R.I. COUNCIL 94, AFSCME, AFL-CIO
BEHALF OF LOCAL 3125

FOR THE SOUTH KINGSTOWN, R.I. ON
SCHOOL COMMITTEE


SENIOR STAFF REPRESENTATIVE



For the LOCAL NEGOTIATING COMMITTEE:


PRESIDENT

APPENDIX A – WAGES

Wage Rates for this Agreement are set forth on the attached schedule. Effective July 1, 2011, each non probationary employee who is not at the maximum step for his or her grade shall advance one step and shall receive the rate of pay provided in the Wage Schedule for his or her Grade or Step.

Any new employee hired during any year shall start on the entry step of the Wage Rates for that year. Said new employee shall be paid at the appropriate entry step rate of said employee’s probationary period. At the end of the probationary period said employee shall be paid at the rate for Step A for the employee’s grade, Beginning July 1, following his or her advancement to Step A, the employee shall receive the same step advancements and wage increases provided above for non-probationary employees.

The salary for the duration of the contract shall be as follows:

HOURLY – WAGE RATES

2019-
2020

2.25% increase of 18-19

8	14.06	14.98	15.64	16.37	17.22	17.88	18.82	19.39
9	14.82	15.74	16.46	17.22	17.88	18.82	19.67	20.26
10	14.30	15.33	16.04	16.84	17.74	18.58	19.48	20.08
11	15.00	16.04	16.84	17.74	18.59	19.48	20.44	21.08
12	15.77	16.84	17.74	18.58	19.48	20.44	21.51	22.17
13	16.51	17.74	18.58	19.48	20.44	21.51	22.62	23.29
14	17.33	18.49	19.36	20.27	21.27	22.30	23.38	24.09
16	19.19	20.44	21.51	22.62	23.77	24.95	26.22	27.01
17	20.03	21.32	22.35	23.47	24.64	25.78	27.09	27.87
18	21.05	22.11	23.19	24.34	25.58	26.83	28.18	29.03

2020-
2021

2.25% increase of 19-20

8	14.38	15.32	16.00	16.74	17.61	18.29	19.25	19.82
9	15.15	16.09	16.83	17.61	18.29	19.25	20.12	20.71
10	14.63	15.67	16.40	17.22	18.14	19.00	19.92	20.53
11	15.34	16.40	17.22	18.14	19.01	19.92	20.90	21.56
12	16.12	17.22	18.14	19.00	19.92	20.90	22.00	22.67
13	16.88	18.14	19.00	19.92	20.90	22.00	23.13	23.82
14	17.72	18.90	19.79	20.72	21.75	22.80	23.91	24.63
16	19.62	20.90	22.00	23.13	24.31	25.51	26.81	27.62
17	20.48	21.80	22.85	23.99	25.20	26.36	27.70	28.50
18	21.53	22.60	23.71	24.88	26.16	27.43	28.81	29.68

2021-
2022

2.25% increase of 20-21

8	14.70	15.66	16.36	17.12	18.00	18.70	19.68	20.27
9	15.49	16.45	17.21	18.00	18.70	19.68	20.57	21.18
10	14.96	16.02	16.77	17.61	18.55	19.42	20.37	21.00
11	15.68	16.77	17.61	18.55	19.43	20.37	21.37	22.04
12	16.48	17.61	18.55	19.42	20.37	21.37	22.49	23.18
13	17.26	18.55	19.42	20.37	21.37	22.49	23.65	24.35
14	18.12	19.33	20.24	21.19	22.24	23.32	24.45	25.19
16	20.07	21.37	22.49	23.65	24.85	26.08	27.41	28.24
17	20.94	22.29	23.37	24.53	25.76	26.95	28.32	29.14
18	22.01	23.11	24.25	25.44	26.75	28.05	29.46	30.35

APPENDIX B - INTERVIEW PROCESS COMMITTEE

The parties agree to discuss the interview language to clarify the participants of the interview committee and the criteria for selection. The parties agree to form a committee within three (3) months of ratification to discuss the issue. Council 94 representative and CFO will jointly lead this committee.

APPENDIX C - MEMORANDUM OF AGREEMENT REGARDING VOLUNTEERS

APPENDIX D - MEMORANDUM OF AGREEMENT REGARDING DUTIES OF CUSTODIAL AND MAINTENANCE EMPLOYEES

JOB RESPONSIBILITIES	CUSTODIAL	MAINTENANCE
<i>PLAYGROUNDS</i>	Monthly inspection, raking holes for safety	Yearly inspection, repairs/replacement, major upgrades of equipment. Delivery and spreading of wood chips.
<i>WINDOWS</i>	Cleaning inside and outside Up to 12 feet	Cleaning inside and outside Over 12 Feet
<i>GRAFITTI</i>	Upon assessment will remove, if feasible. Up to 12 feet	Will remove if custodial is unable
<i>CEILING TILES</i>	When cutting around smoke/heat detector is not required. No big projects and nothing over 12 feet.	Any big project and/over 12 feet.
<i>LIGHT BULB CHANGES</i>	Will change bulb, if light still does not work will contact maintenance. Nothing over 12 feet	Over 12 feet and when ballast needs replacing.
<i>FURNITURE ASSEMBLY</i>	Simple assembly no more than two items.	Large deliveries
<i>PAINTING</i>	Will perform basic painting. Will paint if provided correct paint color. Nothing over 12 feet	All prep work including scraping, priming and filling holes. Moving of furniture
<i>RAKING LEAVES and PRUNING</i>	Not custodial responsibility	Will handle in between the outside contractor twice yearly
<i>GARDENS (WEEDING)</i>	Not custodial responsibility	Curbs/Sidewalks
<i>SHOVELING</i>	Walkways and sidewalks Responsible for keeping walks clear, once in work. Should clear walks frequently during work hours. A.M. custodian clears snow from overnight upon arrival at work	In keeping with past practice will plow sidewalks and walkways that are plow accessible
<i>PENCIL SHARPENERS</i>	Replacements only	
<i>PICTURES and PLAQUES</i>	When new holes do not need to be drilled. Nothing over 12 feet.	
<i>DISPENSERS</i>	When new holes do not need to be drilled. Nothing over 12 feet	
<i>DUSTING</i>	Air vents/grills. Nothing over 12 feet.	
<i>BACKBOARDS</i>	Will raise and lower; however, if there are safety concerns	

	consult with Director of Maintenance before proceeding	
<i>CALL BACK</i>	Secure broken windows w/plywood.	
<i>TRASH</i>	All areas inside building and the following outside areas: entrance ways; walkways; green space in front of and around building; play area and parking lot	

APPENDIX E - JOB DESCRIPTIONS