

CONTRACT
BETWEEN
THE EDUCATION
DEPARTMENT OF THE
CITY OF WOONSOCKET, RHODE ISLAND
AND
WOONSOCKET TEACHERS' GUILD, AFT, LOCAL #951
(PARAPROFESSIONALS' CHAPTER)

JULY 1, 2013- JUNE 30, 2018

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ARTICLE I - SCOPE OF AGREEMENT

This Agreement shall apply to all teacher-assistants, library technicians, and all other paraprofessionals, except substitutes (unless covered in other sections of this Agreement). Part-time paraprofessionals shall be covered by the same terms and conditions of this Agreement as full-time employees. However, said terms and conditions shall be provided at a rate commensurate with the ratio of time worked.

ARTICLE II - UNION RECOGNITION

2-1 Section 1: Sole Agent

The Woonsocket School Board recognizes the Woonsocket Teachers' Guild, Local 951 - American Federation of Teachers, AFL-CIO, as the sole bargaining agent for all paraprofessionals of the Woonsocket Education Department

2-2 Section 2: Dues Deductions

2-2.1 Upon receipt of written authorization from a paraprofessional, submitted through the Guild, the School Board agrees, for the term of this Agreement or until such authorization is revoked, to deduct union membership dues from a paraprofessional's check.

2-2.2 The Woonsocket Teachers' Guild shall notify the Director of Administration and Finance by written communication of any changes to be made from the list of paraprofessionals having union dues or service fees deducted from checks. No changes shall be made without such written authorization from the Guild.

2-3 Section 3: Agency Shop

Every member of the bargaining unit shall become a member of the Guild or be subject to a service fee to be paid to the Guild, payable in lawful amounts and under the same terms including voluntary payroll deductions and at such time as the Union dues and assessments are payable.

All paraprofessionals shall be required as a condition of employment to comply with this requirement

2-4 Section 4: Officer Attendance

In instances where the attendance of an officer of the union is required for conference at the request of the administration, he/she shall be released from his/her duties with no loss of pay. Where the request is so initiated by the Union president and with the approval of the Superintendent, or his/her designee, the officer may be released from his/her duties with no loss of pay.

ARTICLE III- FAIR PRACTICES

3-1 Section 1: Committee Pledge

In accordance with committee policy, there shall be no discrimination against any employee on the basis of race, creed, color, national origin, sex, age, marital status, or membership in the Guild.

3-2 Section 2: Guild Pledge

In accordance with its constitution, the Guild will admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, age, or marital status.

3-3 Section 3: Policies

Policies adopted or maintained by any administrator shall not be inconsistent with the terms of this contract

3-4 Section 4: Management Rights Clause

- 3-4.1 The Guild, on behalf of all its members, agrees that it shall not, without permission, enter into union activities during school hours and that members will give their best efforts to their paraprofessional duties and make such duties their primary interest.
- 3-4.2 The Guild recognizes the administration's right to direct the operation of the schools.
- 3-4.3 It is understood and agreed by the parties that the School Board possesses the sole right to operate the school system and that all management rights repose in it and the administration, but that such rights must be exercised consistently with the other provisions of this Agreement. These rights include but are not limited to the following:
- Hire, assign, or transfer paraprofessionals;
 - Determine the educational policies of the school system;
 - Determine the methods, means, and number of personnel needed to carry out the educational policies entrusted to the School Board by law;
 - Introduce new or improved methods or facilities;
 - Change existing methods or facilities;
 - Establish and require adherence to rules and regulations;
 - Discipline and discharge for cause.

ARTICLE IV - SALARIES and LONGEVITY

4-1 Section 1

The salary of each employee shall be paid in accordance with the appropriate rate of pay set out in the schedules below. (Based on 180 days of employment).

2013-2014 Salary Scale – 180 Days Longevity

| Step | Daily Rate | Annual Wage | Completion of Years | Rate |
|------|------------|-------------|---------------------|----------|
| 1 | 90.13 | 16,224 | 10-14 Years | 1,750.00 |
| 2 | 91.48 | 16,466 | 15-19 Years | 2,050.00 |
| 3 | 92.82 | 16,708 | 20-24 Years | 2,750.00 |
| 4 | 94.16 | 16,949 | 25-29 Years | 3,950.00 |
| 5 | 98.88 | 17,798 | 30+ Years | 4,200.00 |
| 6 | 102.91 | 18,523 | | |
| 7 | 107.62 | 19,371 | | |
| 8 | 108.29 | 19,492 | | |
| 9 | 108.96 | 19,613 | | |
| 10+ | 111.32 | 20,037 | | |

Credit for advancement on the salary and longevity scales will only be granted for paraprofessionals who work for 92 or more days in a given school year.

Paraprofessionals who work 91 or less days in a given school year shall not advance on the salary scale.

Paraprofessionals' salaries as set forth above shall increase by 1% on July 1 in each contract year (2013, 2014, 2015, 2016 and 2017). In addition, in any of the fiscal years beginning July 1, 2013 up to and including the one beginning July 1, 2016, if there is an unanticipated increase in State funding of WED (defined as unrestricted State funding in excess of that fixed by the Fair Funding Formula set forth in Chapter 16-7.2 of the General Laws when it is fully implemented) then 50% of that excess amount will be paid to WTG members in the form of salaries (including excess pension contributions, other roll-ups and payroll taxes) in the year in which it is received. The parties will agree upon a method for allocating any excess funds received to be allocated between the teachers and the Paraprofessionals by August 30, 2013.

4-2 Section 2

Effective September 24, 1975, each employee will become a member of the Municipal Employees' Retirement System of the State of Rhode Island.

4-3 Section 3

The length of the school year for all employees shall be 180 student days. The maximum hours of the school day and the number of school days shall coincide with the minimum established by the RI Board of Education. Should the State of Rhode Island and/or Federal Government alter the school hours or number of school days in Woonsocket beyond the 2005-2006 total, compensation relative to Section 7-8 shall be proportionate to an employee's per diem rate. In addition, one professional development day is required for all paraprofessionals for the academic year 2006-2007. Participation in this professional development day must be documented by a building administrator and may take place during the district professional development days. As an option, the paraprofessional can document six (6) approved professional development hours in lieu of the one (1) district professional development day or any combination thereof. When the school is canceled because of emergencies, the employee shall make up the day when scheduled by the Education Department.

4-3.1a Professional Development Hours Criteria

The focus of professional development hours should be based on the current data from test scores, SALT visits, strategic plan and school improvement action plans, and paraprofessional evaluation recommendations from their building administrator(s). The professional development offerings of the Woonsocket Education Department, the June Summer Academy (these hours count toward the next academic year), the AFT ER&D and QUEST workshops, R.I.D.E.-sponsored workshops after school hours, and pre-approved study groups can apply toward the annual professional development hours. If a faculty or staff member serves as a trainer in an approved workshop, those training hours will count towards the annual professional development hour requirements for one time only. Those participants in workshops, who are being compensated for attending the workshop, will not be able to have those hours count toward their annual professional development hours. Any other professional development program requires pre-approval from the Professional Development Coordinator in order for it to count toward their annual professional development hours. The professional development shall not be during school hours in order for those hours to count towards the professional development requirement.

Any appeal of a denial can be sent to the Professional Development Board, comprised of three (3) representatives from the administration and three (3) representatives from the Guild. This board will convene on an as-needed basis.

Any employee who completes the annual professional development hour requirement will thereafter be compensated for approved professional development hours according to established guidelines.

Documentation of the professional development hours can be submitted on a regular basis throughout the school year to the Professional Development Department. Final documentation, however, must be submitted no later than May 15 in order for it to count for that academic year. Exceptions to this requirement must be appealed in writing to the Professional Development Board.

4-4 Section 4

All teacher assistants required to work beyond the total normal school hours described in Section 7-8 shall be compensated on an hourly rate. The hourly rate will be computed by the following formula: Daily Rate divided by 6.

- 4-4.1 If teachers accept class size overages, paraprofessionals assigned to said teacher(s) shall be compensated an additional stipend per day equal to the Rhode Island minimum wage per overage, per day, for the duration of said overage(s). When there is a second classroom assistant assigned to the class, the overage will be split equally by the two assistants.

4-5 Section 5

All persons covered under this Agreement will be paid in bi-weekly installments in accordance with the salary schedule set forth in Article 4 and shall have the option to be paid in either twenty-one (21) or twenty-six (26) equal installments. The first payment is to be made on the 2nd Friday after the opening of School.

4-6 Section 6

Paraprofessionals shall be compensated at the rate of \$20.00 per hour in Before and After School Programs. Paraprofessionals may participate in workshops when space is available and shall receive \$20.00 per hour. Trainers shall receive \$35.00 per hour.

Work performed in all other programs shall be at the employee's contractual rate of pay.

ARTICLE V - FRINGE BENEFITS

5-1 Section 1: Medical Insurance

All employees covered by this Agreement shall be provided medical insurance benefits in accordance with the City-wide health care plan (with a \$10/\$20/\$30/\$50 prescription plan) as described in Attachment 1 to this Agreement

- a. Delta Dental Plan - Family- Membership - Level IV (Membership Code #10,005).
- b. The Committee may provide medical insurance benefits equal to those described above from a source other than the current insurance carrier, but only after approval of the plan by the Guild.
- c. Any employee shall pay 14% of the cost of medical coverage effective 7/1/13; 16% effective 7/1/14; 18% effective 7/1/15 and 20% effective 7/1/16 whether family or individual (only employees on continuous employment receive medical coverage). The co-payment shall be withheld in advance proportionately, at the discretion of the Woonsocket Education Department, from the employee's salary. Employees who contribute towards the cost of medical coverage shall be eligible to participate in a Section 125 Premium Only Plan, as defined by the Internal Revenue Code.

5-2 Section 2: Waiving Medical Insurance Benefits

- 5-2.1 Employees who are hired for forty-two (42) weeks or more may waive the benefits listed in Article V, Section 1.

- a. The Woonsocket Education Department must receive written notice of the employee's election to waive not later than August 1.
- b. The waiver shall automatically be effective for 12 months.

- 5-2.2 Employees who are hired for less than forty-two (42) weeks who are entitled to the benefits listed in Article V, Section 1, may elect to waive such benefits.

- 5-2.3 Married couples, who are both employed by the Woonsocket Education Department

and receive a family plan, may opt to have two (2) individual plans provided there are no eligible dependents covered.

The term "medical coverage" throughout the Collective Bargaining Agreement shall mean all hospital, physician, dental, and other medical benefits and coverage.

- 5-2.4 The health insurance plan design benefits will not be changed through June 30, 2018 unless changes are required by the insurance carrier/administrator, in which case the parties agree to meet and confer over same.

5-3 Section 3: Term Life Insurance

All employees covered by this Agreement shall be provided with term life insurance of ten thousand (\$10,000) dollars at no cost to the employee.

5-4 Section 4: Workers' Compensation

All employees covered by this Agreement shall be covered by the Workers' Compensation Act (General Laws 1956, Title 28, Chapter 29 through 38). A Workers Comp claim shall be filed if the injury results in more than a ten-day absence. During the initial two (2) year period an employee collects workers' compensation, any compensation checks received by the employee shall be produced for verification to the Director of Administration and Finance, and the employer will pay the employee the difference between said check and his/her regular base pay for said two (2) year period without deduction from sick leave. Absent receipt of compensation checks, the Director of Administration and Finance shall deduct all absent time from the employee's accumulated sick leave. Employees without accumulated sick leave shall be treated as if on an unpaid personal leave of absence. If deductions appear to exceed adjusted gross pay, deductions will be taken in the following order: FICA/FICA-Med; pension; all taxes; garnishments; health benefits co-pay; union dues; and, then any other voluntary deductions.

5-5 Section 5: Sick Leave

- 5-5.1 Teacher assistants shall be credited with fifteen (15) days sick leave each September. Any unused portion thereof shall be added to his/her accumulated balance in June. However, the cumulative balance cannot exceed 160 days. Each employee upon request shall receive notice of his/her accumulated sick leave.

- 5-5.2 First year employees will be credited with 1.5 days of sick leave for each month of employment. Said period of employment is inclusive of the months of September through June of the school year. Upon completion of the first year of employment, these employees shall be entitled to the same sick leave benefits as all other employees covered by this contract. Unused sick leave accumulated during the first year of employment shall be accumulated in the same manner as that for all other employees covered by the terms of this contract. Employees who terminate their service before the completion of a full school year shall have their current year sick days pro-rated for the amount of time worked. Paraprofessionals on an unpaid leave status or absent due to a work-related injury shall not be credited with the fifteen (15) sick days until such time as they return to work. Upon return, sick days that may be credited during a period of unpaid leave or absent due to a work-related injury shall be pro-rated to the amount of days worked during that school year.

- 5-5.3 At the discretion of the Superintendent, or his/her designee, a paraprofessional absent for more than five (5) consecutive school days shall submit a doctor's statement certifying that the paraprofessional cannot perform his/her assigned responsibilities. In the event of a lengthy illness, a statement shall be submitted every fifteen (15) days.

- 5-5.4 The Superintendent, or his/her designee, shall grant leave to employees at full pay

within the school year if the employee's presence is required by his/her immediate family, or other person residing in the same household, due to serious illness. This leave must be deducted from the employee's accumulated sick leave.

- 5-5.5 Effective July 1, 2000, If a teacher assistant does not use any sick days during the school year, he/she shall be credited with an additional five (5) days of sick leave for that school year, one (1) day absence receives four (4) bonus day, two (2) days absence receives three (3) bonus days, three (3) days absence received two (2) bonus days, four (4) days absence receives one bonus day, which will be kept in a separate "bonus" account. This bonus account shall not be drawn upon until the teacher assistant's regular cumulative balance has been exhausted.

5-6 **Section 6: Paid Temporary Leaves**

- 5-6.1 An employee may be absent for five (5) days without loss of pay from the date of death, excluding weekends or holidays, in the case of the death of a father, mother, brother, sister, husband, wife, child, or other person residing in the same household.
- 5-6.2 In the event of the death of a grandparent or grandchild, brother-in-law, sister-in-law, aunt or uncle, or any close member of the employee's or spouse's family, one (1) day's absence shall be allowed to attend the funeral with no loss of pay.
- 5-6.3 In the event of death of a father-in-law or mother-in-law, two (2) days' absence shall be allowed from the date of death, excluding weekends and holidays, with no loss of pay, with an additional day allowance at the discretion of the Superintendent or his/her designee with said extra days to be deducted from sick leave.
- 5-6.4 In the event of quarantine by the Board of Health due to personal and/or family illness, or call to jury duty, or in compliance with court requirements on behalf of others, absence shall be allowed with no loss of pay. But in no case shall this section apply if the employee is appearing as a result of a criminal action brought against him/her or in a civil case in which he/she is a party, except as provided for in Article 5-6.4.
- 5-6.5 An employee shall be granted the time necessary to appear in court in any legal proceedings arising from his/her employment with the Woonsocket Education Department if he/she is required by law to attend.
- 5-6.6 Employees of Orthodox Christian or Jewish faiths shall be allowed up to three (3) days' absence per year for high holy days.
- 5-6.7 An employee called for selective service physical and/or mental examination shall be excused without loss of pay.
- 5-6.8 An employee receiving a degree shall be allowed to attend his/her commencement without loss of pay for one (1) day if the graduation exercise takes place during the school day.
- 5-6.9 An employee shall be allowed two (2) days leave each year for personal reasons without loss of pay. The Superintendent, or his/her designee, must be notified one day prior to taking such leave. An employee may carry forward to a subsequent year a maximum of four (4) personal days from any and all prior years. Thus, an employee can never have more than six (6) personal days in any year.
- 5-6.10 At the discretion of the Superintendent of Schools or his/her designee, paraprofessionals may be allowed one (1) day each year to visit other schools, attend workshops, institutes or conferences in their subject matter area, expense to be paid by the paraprofessional. Employees must report to the Superintendent or his/her designee, on the visit, explaining the nature of the exercises they witnessed and time spent in each.
- 5-6.11 In the event an employee needs additional days beyond those specified in the contract, additional day(s) allowance may be granted at the discretion of the Superintendent, or his/her designee with said extra days to be deducted from sick leave.
- 5-6.12 *Paraprofessionals wishing to participate in a buy-back plan for personal day(s) may do so by requesting, in writing, that the school department pay them a rate of fifty (\$50) per day in exchange for their personal day(s). Such requests shall be made by May 31.*

5-7 Section 7: Childbirth and Parental Leaves

- 5-7.1 A leave of absence shall be granted to an employee upon request for childbirth, or acceptance of a foster child and/or adoption of a child to the extent required by and consistent with RIFPMLA.
- 5-7.2 Childbirth - Recovery from childbirth shall be treated as any other temporary disability in terms of accumulated sick leave, seniority, status, pay, medical insurance benefits, and all other fringe benefits. Accumulated sick days up to thirteen (13) consecutive weeks documented by a physician may be used. This leave will terminate upon release by the employee's physician.
- 5-7.2a Acceptance of a foster child and/or adoption of a child, leave shall be at the option of the employee and at the sole discretion of the Superintendent or his/her designee. This leave can be for six (6) consecutive weeks and personal time shall be discharged first and then sick time, up to the combined six-week period.
- 5-7.3 Parental leave for childrearing shall be granted without pay to employees for no longer than one year. Requests for said leave must be made within two (2) weeks after recovery from childbirth, acceptance of foster children, or the adoption of children, and said leave must commence when granted. An employee who is granted one of these leaves shall notify the Superintendent of Schools no later than May 1 of intention to return to duties the following September.
- 5-7.4 The Administration and Guild will establish a joint committee consisting of 3 representatives from the WTG and three representatives from the Administration to re-write the entire section dealing with Childbirth and Parental leaves to be in compliance with FMLA.

5-8 Section 8: Non-Paid Temporary, Emergency, and Personal Leaves

- 5-8.1 All requests for non-paid personal leaves of absence shall be submitted to the Superintendent of Schools in writing ten (10) work days prior to the commencement of such leave. These personal leaves shall be granted for periods up to and including one (1) year. Any paraprofessional granted such leave must notify the Superintendent of Schools of intent to return to duties ten (10) work days in advance of the termination date of the leave. Two consecutive personal leaves totaling more than one year will not be granted.
- 5-8.2 In event of serious emergency not outlined above, one (1) day's absence shall be allowed, without loss of pay, at the discretion of the Superintendent or his/her designee. This emergency personal leave day shall not be cumulative from year to year and shall be taken from sick leave.
- 5-8.3 Whenever a teacher assistant is on an extended leave of absence, his/her position will be held for one (1) year. At the conclusion of that one (1) year period, said position may be posted and filled by another teacher assistant. The assistant on leave, if and when he/she returns to work, would then be assigned to replace the least senior teacher assistant at the time of his/her return.
- 5-8.4 Medical coverage shall be provided to employees after all applicable sick days have been exhausted. Said coverage would be limited to one month of paid coverage (under the contractual terms that exist for said employee's coverage) for every two (2) full years of service in the Woonsocket Education Department.

5-9 Section 9: Retirement Benefit:

For all Paraprofessionals covered by this agreement who retire after September 1, 1994, and who, upon retirement on a pension, have completed 25 years of service as a paraprofessional with the Woonsocket Education Department, the Woonsocket Education Department shall provide the individual medical insurance plan then in effect in accordance with Sections 5-9.1 through 5-9.6 below.

For all Paraprofessionals covered by this agreement who retire after July 1, 2000, and who, upon retirement on a pension, have completed 20 years of service as a paraprofessional with the Woonsocket Education Department and have attained the

age of 55 years of age, the Woonsocket Education Department shall provide the individual medical insurance plan then in effect in accordance with Sections 5-9.1 through 5-9.6 below.

For all Paraprofessionals covered by this agreement who retire on a pension after July 1, 2006, and who, upon retirement, have completed 28 years of full-time employment which has been credited under the Woonsocket Education Department, and at least 27.5 years credited while under the Rhode Island Retirement system, twenty (20) of which are service as a paraprofessional with the Woonsocket Education Department, the Woonsocket Education Department shall provide an individual medical insurance plan then in effect in accordance with Sections 5-9.1 through 5-9.6 below. For those retiring pursuant to this paragraph before July 1, 2018, two individual plans will be provided.

For all Paraprofessionals covered by this agreement who retire on a pension after July 1, 2006, and who, upon retirement, have completed 32 years of employment which has been credited under the Rhode Island Retirement System, twenty (20) of which are service as a paraprofessional with the Woonsocket Education Department, the Woonsocket Education Department shall provide an individual medical insurance plan then in effect in accordance with Sections 5-9.1 through 5-9.6 below. For those retiring pursuant to this paragraph before July 1, 2018, two individual plans will be provided. 5-9.1 The Woonsocket Education Department shall pay 80 percent of the cost of this coverage on a monthly basis for eligible retirees but only until the retiree attains age sixty-five (65), and provided that the retiree shall pay 20% of the cost. For employees hired on or after July 1, 2013, WED shall pay 50 percent and the eligible retiree shall co-pay 50 percent of the cost of this coverage.

5-9.2 This co-payment shall be due in advance on the first of each month (payment to be made by certified or bank check at the office of the Director of Administration and Finance). If the payment is not received by the due date, cancellation of this coverage shall result.

5-9.3 The maximum duration of coverage prior to age 65 shall be six (6) years.

5-9.4 A year of service for purposes of this Collective Bargaining Agreement shall mean 180 school days calculated from the employee's first day of continuous employment.

5-9.5 Should the retiree obtain paid medical insurance coverage elsewhere; or be eligible for such coverage whether from another source of employment, coverage available under a spouse, or otherwise, or if this benefit becomes available through the RI Retirement System or the Municipal Employees' Retirement System, the Woonsocket Education Department shall not have to provide and pay for this benefit. If thereafter the retiree loses this coverage, or becomes ineligible, or if this benefit becomes unavailable through the RI Retirement System or the Municipal Employees' Retirement System, the retiree shall be eligible to receive this coverage again as soon as feasible after prior notice to the Woonsocket Education Department of such loss, ineligibility, or unavailability, provided the retiree is otherwise eligible.

5-9.6 The retiree annually shall provide the Woonsocket Education Department with a written declaration of his/her current alternate coverage or the availability thereof from another source, or the absence of same. This declaration (which shall include the retiree's mailing address) shall be filed with the Woonsocket Education Department not later than August 1 each year. Failure to provide the required declaration by August 1 shall relieve the Woonsocket Education Department from having to provide and pay for this coverage for the retiree for that year and until compliance for future years.

5-9.7 Paraprofessionals retiring after the close of the 2003 - 2004 school year with 35 years of service, 25 of those years as a paraprofessional in the Woonsocket Education

Department, shall be provided with Plan 65 coverage with no prescription rider subject to a 20% employee contribution towards the cost of such coverage.

- 5-9.8 Paraprofessionals with at least 25 years of continuous service to WED on July 1, 2013 who retire on a pension will be eligible for health insurance in retirement on the same terms as existed for those retiring on June 30, 2013, except that they will contribute 20% of the cost of health insurance or Medicare supplement, the plan of insurance shall be the same as is available to active employees at any given time, and no more than six (6) years of health insurance coverage will be provided before the employee converts to Medicare.

5-10 Section 10: Severance Pay:

Any paraprofessional with ten (10) years of service as a paraprofessional with the Woonsocket Education Department will be paid at a rate of \$40 per day for any unused sick leave days, including bonus days, that he/she has accumulated at such time as such paraprofessional permanently severs his/her service with the Woonsocket Education Department voluntarily and not as a result of misconduct. Prior to receiving this benefit, a paraprofessional who borrowed from the sick leave bank shall first reimburse the sick bank for days borrowed. This provision shall apply only to the extent of sick leave accumulated by said paraprofessional.

Paraprofessionals who accept a teaching position with the W.E.D. shall carry over all unused sick days and personal days. Seniority shall not carry over to the teaching position.

ARTICLE VI - SENIORITY POLICY

6-1 Section 1: Layoff

In the event of a layoff of employees in the bargaining unit, employees with the least seniority will be selected. Layoff notices will be rescinded for employees by seniority to the extent that jobs come open which, had they been open at the time of their layoff notice, the employee would not have been laid off. Seniority shall be based on length of service as a paraprofessional employee in the Woonsocket Education Department.

6-2 Section 2: Retention of Seniority (expires after two years of no recall)

An employee who was a member of the bargaining unit who is laid off and who is recalled within *twenty-four (24)* months of the date of layoff shall regain the seniority and accrued sick days he/she had before he/she was laid off.

6-3 Section 3: Probationary Employees

All new employees, appointed by the School Board, shall remain probationary employees for the first one hundred eighty (180) working days of their employment. Employees shall have no seniority rights during the probationary period. Discharges during this period shall not be subject to the grievance and arbitration procedures of this agreement.

Employees who successfully complete their probationary period shall have their seniority status retroactive to their first day of work.

Probationary employees shall not be allowed to transfer unless their position is eliminated or they are upgrading from a part-time to full-time position.

ARTICLE VII - WORKING CONDITIONS

7-1 Section 1: Transfer Policy

- 7-1.1 Transfers within the same job classification shall be made on the basis of an individualized determination by the Superintendent or his/her designee of the individual who will be the most effective, or on the basis of seniority provided the employee is equally qualified to perform the duties of the job. Whenever a permanent position is posted, a teacher-assistant etc. may be appointed to the position, providing it appears to be a long-term position. If a teacher-assistant is the most senior, equally most qualified applicant, the transfer will take place at the end of the marking period. No such transfers will take place after the start of the last quarter of the school year. If the transfer creates another vacancy, no further transfers will be allowed. When practical, all transfers will take effect at the beginning of a new marking period. Transfers may be granted but not implemented until the following school year when deemed to be in the best interests of the school department.
- 7-1.2 No vacant or new position shall be filled until all transfer requests have been considered and acted upon.
- 7-1.3 Paraprofessionals may be transferred and/or temporarily assigned to report to school buildings where they may be required to replace absent teacher assistants or provide various services.
- 7-1.4 Teacher assistants may be transferred from one classroom to another within a school or project only by the principal and/or supervisor.
- 7-1.5 Nothing herein above contained shall prevent the transfer of paraprofessionals within job classifications for good use.
- 7-1.6 Whether just cause exists for an involuntary transfer shall be subject to the grievance procedure of this Agreement.
- 7-1.7 Paraprofessionals who transfer to a new assignment must remain in their new assignment for the remainder of the school year unless their new assignment is eliminated or restructured within that school year or a transfer is in the best interests of the school department.
- 7-1.8 The sole and exclusive means of appealing involuntary transfer shall be by written appeal to the Superintendent within fourteen (14) calendar days of notice of the decision, and, if the union remains unsatisfied, it may appeal in writing to the School Board within ten (10) calendar days after notice of the Superintendent's decision.
- 7-2 Section 2: Breaks**
- 7-2.1 On full days when students are in session, paraprofessionals shall be allowed a lunch equal in time to that provided for teachers plus one (1) fifteen (15) minute break in the morning and one (1) fifteen (15) minute break in the afternoon. Breaks shall be scheduled by the teacher.
- 7-2.2 Each employee shall be given a period of time, duty free, equal to the normal lunch period in their school for lunch.
- 7-3 Section 3: Personal Tasks**
- 7-3.1 No employee shall be required to perform personal errands and tasks for other members of the staff.
- 7-3.2 Employees shall not be required to perform the normal functions assigned to the custodial staff.
- 7-4 Section 4: School Day Transfer Travel Policy**
- 7-4.1 In the event that during the school day a transfer is made and the employee does not have his/her own car for transportation, then the Education Department will provide transportation to the new work site for that school day.
- 7-4.2 For transfers between Fifth Avenue and Second Avenue Schools, which are within reasonable walking distance, this section will apply only during inclement weather.
- 7-5 Section 6: Parking Facilities**
- When parking facilities are available for teachers in an existing school location, such facilities shall also be available to paraprofessionals.

7-6 Section 7: Use of Paraprofessionals

Paraprofessionals shall not be used to replace certified personnel. However, in emergency situations, when a certified substitute teacher is unavailable to cover a particular classroom, to which a paraprofessional is permanently assigned, said paraprofessional, upon his/her consent, may be used to monitor said classroom, within the limits of State regulation. Such time shall be in addition to their regular compensation and paid at the paraprofessional's per diem rate. Additionally, a substitute paraprofessional shall be assigned to said classroom to assist the permanent paraprofessional.

7-7 Section 8: School Day

The length of the employee's workday shall be the same as that of the students' day at each level; i.e., Elementary, Middle, High and Vocational. Paraprofessionals shall be present fifteen (15) minutes before the beginning of the students' day and shall remain at least fifteen (15) minutes after the students' day. One of these fifteen (15)-minute sessions shall be used for consultation between the paraprofessional and the teacher(s) to whom he/she is assigned. At the option of the principal and the paraprofessional, the fifteen (15) minutes before and after the student school day can be adjusted to a one thirty (30) minute block for special assignments; for example, fifteen minutes administrative duty and fifteen minutes planning time with the teacher. Assignments for positions requiring alternate hours shall be posted according to the terms specified in Article 12-7.

7-8 Wearing Apparel

All staff members are expected to dress in a professional manner consistent with their roles in the Woonsocket Education Department. Employees who are in direct contact with students are role models in Woonsocket. The following guidelines for professional dress are hereby established: sport jackets, suits, ties, skirts, dresses, blouses, sweaters, turtleneck shirts, collared shirts, slacks, pants, and Capri pants are all considered acceptable attire. Examples of unacceptable attire include clothing that contains a logo contrary to the mission of the district, is designed to have the midriff or excessive cleavage exposed, clothing that is used for exercise (with the exception of physical education teachers), shorts mini-skirts, or beachwear. Jeans are not acceptable on a regular school day but are approved for a special event, such as an occasional dress down day.

ARTICLE VIII - CAREER TRAINING OPPORTUNITIES

8-1 Section 1: Meetings

Paraprofessionals shall be required to participate per quarter in one after school meeting related to their job description, such workshop not to exceed one hour. With the consent of the Guild, paraprofessionals may be required to meet for additional monthly meetings.

8-2 Section 2:

It shall be the duty of the paraprofessional to attend punctually all meetings and no excuse for absence will be allowed other than would justify an absence from a regular session of school. Absence from any professional development day will be treated as any other absence.

8-3 Section 3:

Notice of such meetings shall be given two (2) days in advance of such meetings except in an emergency situation.

8-4 Section 4:

Paraprofessionals who are enrolled in educational courses which require their attendance during an afternoon session will be excused to fulfill course obligations with the prior notification to the Superintendent of Schools. Verification of enrollment will be required.

8-5 Section 5:

Teacher-assistants will receive one hundred dollars (\$100) per annum for every three (3) credit hours of college level course work they successfully complete up to a maximum of seventy-five (75) credit hours. Courses must be aligned with school department goals and related to the paraprofessional's job responsibilities. Prior to taking a course, the teacher-assistant must obtain written approval from the Superintendent in order to be eligible to receive this stipend. Requests for salary entitlements for teacher-assistants must be supported by official transcripts. All requests for such salary entitlements must be submitted by September 30 of the school year for which payment is requested. Requests submitted after September 30 will not be processed and paid until the following school year. Teacher-assistants who have earned applicable credits, subject to the criteria specified above, prior to June 30, 2003 may not submit those credits for re-consideration.

8-6 Section 6:

Paraprofessionals who have an Associate Degree in Education shall receive two thousand dollars (\$2,000). Paraprofessionals who have a Bachelor's degree in Education shall receive three thousand dollars (\$3,000) per year. If the degree is not in education, then the paraprofessional may submit their credits to be counted for the compensation described in section 8-5 up to a maximum of two thousand and five hundred dollars (\$2,500). Requests for salary entitlements for teacher-assistants must be supported by official transcripts, which will be reviewed by the Central Office with recommendations to the Superintendent for approval. All requests for such salary entitlements must be submitted by September 30 of the school year for which payment is requested. Requests submitted after September 30 will not be processed and paid until the following school year. Paraprofessionals accepting a degree stipend under this section shall not be eligible to receive compensation under section 8-5.

ARTICLE IX - ASSAULT AND BATTERY

9-1 Section 1: Assistance in assault cases:

Whenever it is alleged that an employee has assaulted a person, or that a person has assaulted an employee, the principal and/or Superintendent shall reasonably cooperate with the employee involved in the investigation of the incident.

ARTICLE X - GRIEVANCE PROCEDURE

10-1 Section 1: Definition

- 10-1.01** A "grievance" shall mean a complaint by a member of the bargaining unit that: There has been, according to the grievant, a violation, misinterpretation, or inequitable application of any of the provisions of said Agreement, or the grievant has been treated unfairly or inequitably by reason of an act or condition which is contrary to established policy or practice governing or affecting employees.
- 10-1.02** The term "grievance" shall not apply to any matter as to which a method of review is prescribed by law, or by any rule or regulation of the R.I. Commissioner of Education having the force and effect of law.
- 10-1.03** A grievant shall mean either:
(a) an individual employee,
(b) a group of employees having the same grievance, or,
(c) the Guild.
- 10-1.04** The written grievance charge shall set forth specifically the act(s) or condition(s) giving rise to the grievance.

- 10-1.05.1 The term "days" where used in this article shall, except in the case of the arbitrator's thirty (30) day limit, not include Saturdays, Sundays, or legal holidays.

10-2 Section 2: Procedure

- 10-2.00 Grievances shall be presented and adjusted in accordance with the following procedures:

- 10-2.01 The grievant shall file written notification of the grievance within five (5) days of the occurrence, circumstances, or conditions giving rise thereto with the Guild. Said notification shall provide specific contract references and specific remedy sought.

- 10-2.02 Within five (5) days of receipt of the grievance, the Guild shall file concurrently copies of the grievance with the Superintendent, or his/her designee, and the immediate administrative supervisor or principal.

The grievant and union representatives shall meet, within ten (10) days of said filing, with the grievant's immediate administrative supervisor or principal in an attempt to resolve the grievance. The administrative supervisor or principal shall have ten (10) days after such meeting to file a written decision with the Guild stating only whether the grievance is upheld or denied.

- 10-2.03 Within ten (10) days of receipt of the written decision of the administrative supervisor or principal, the Guild shall have the right to appeal, in writing, the decision of the administrative supervisor or principal. The appeal shall be made to the Superintendent, or his/her designee.

- 10-2.04 Within ten (10) days after receipt of such an appeal, the Superintendent, or his/her designee, and the Guild shall meet in an attempt to resolve the grievance. The Superintendent, or his/her designee, shall render a written decision within ten (10) days following such meeting.

- 10-2.05 Within ten (10) days of receipt of the written decision of the Superintendent, or his/her designee, the Guild shall have the right to appeal, in writing, the decision of the Superintendent, or his/her designee. The appeal shall be made to the School Board.

- 10-2.06 The School Board shall hear such an appeal within ten (10) days of written notification thereof and shall render a written decision within ten (10) days of such hearing unless the Guild and Committee agree on a longer time.

10-3 Section 3: Grievance Arbitration

- 10-3.01 Within ten (10) days from receipt of the decision of the School Board, the Guild shall notify the Committee that it wants to submit the grievance to arbitration.

- 10-3.02 Within seven (7) days after written notice to the School Board of submission to arbitration, the Guild and the School Board shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain said commitment within the specified period, a written request for a list of arbitrators shall be made by the Guild to the American Arbitration Association and an arbitrator shall be selected from said list pursuant to the rules and procedures of the American Arbitration Association.

- 10-3.03 The arbitrator so selected shall call a hearing to be held within ten (10) days after his/her appointment and shall give at least seven (7) days' notice in writing to the Guild and the Committee of the time and place of such hearing.

- 10-3.04 The hearing shall be informal, and the rules of evidence prevailing in judicial proceedings shall not be binding.

- 10-3.05 Any and all documentary evidence and other data deemed relevant by the arbitrator may be received in evidence.

- 10-3.06 The arbitrator shall have the power to administer oaths and to require by subpoena the attendance and testimony of witnesses, the production of books, records, and other evidence relative or pertinent to the issue presented to them for determination.

- 10-3.07 Both the Guild and the Committee shall have the right to be represented at any hearing before said arbitrator.

- 10-3.08 Hearings shall be concluded within twenty (20) days of the time of commencement and within ten (10) days after the conclusion of the hearings, the arbitrator shall make written

- findings and a written opinion upon the issues presented, a copy of which shall be mailed or otherwise delivered to the Guild and the Committee.
- 10-3.09 The decision of the arbitrator shall be binding upon the parties. Before the arbitrator's decision becomes final, he must present a draft opinion to each side, either of whom, within five (5) days of the receipt of the draft, may then request a meeting with the arbitrator before the decision becomes final. The decision of the arbitrator shall be final and no appeal shall lie there from except on the ground that the decision was procured by fraud or that it violates the law, in which case appeals shall be to the Superior Court.
- 10-3.10 Fees and expenses of arbitration shall be borne equally by the Guild and the Committee.
- 10-4 Section 4: Communications
- 10-4.00 All communications shall be by certified mail except when another means of delivering communications is agreed to by both parties.

ARTICLE XI - PERSONNEL POLICIES

11-1 Section 1: Employee Files

- Official employee files shall be maintained under the following circumstances:
- 11-1.1 No material derogatory to an employee's conduct, service, character, or personality shall be placed in the file unless the employee has had the opportunity to read the material. The employee shall acknowledge that he/she has read the material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its contents.
- 11-1.2 The employee shall have the right to answer any material filed and his/her answer shall be attached to the file copy.
- 11-1.3 Upon appropriate request by an employee, he/she shall be permitted to examine his/her own file.
- 11-1.4 The employee shall be permitted to reproduce any material in his/her file except the material relating to his/her original applications for employment.
- 11-1.5 No anonymous letters or materials shall be placed in the employee's file.
- 11-1.6 All matters pertaining to a pending or successful grievance shall be treated as confidential material by the Committee, and shall not be consulted in decisions regarding re-employment, promotions, assignment, or transfer.

11-2 Section 2: Evaluations

The Administration and Guild will establish a joint committee consisting of 3 representatives from the WTG and three representatives from the Administration to develop a new evaluation instrument for presentation to the parties.

The following language shall remain in effect until the earlier of: (a) such time as a new form and/or procedure is developed and accepted by both the School Board and the Union or (b) until June 30, 2018.

Paraprofessionals will be evaluated by the school principal, or administrator, or teacher to whom assigned. All unsatisfactory evaluations will be followed by a conference called by the school principal, or administrator, or teacher with the paraprofessional. If the work is not satisfactory, the school principal and/or administrator directly involved shall be responsible for preparing a written constructive critique of the paraprofessional's work which will be given to the paraprofessional prior to the conference. Evaluation forms will be prepared in triplicate; one for the paraprofessional, one for the principal and/or supervisor, and one for the Superintendent of Schools. Evaluations will be discussed by the evaluator with the paraprofessional.

11-3 Section 3: Reprimand

Employees will not be reprimanded over the public address system nor in the presence of students. Constructive criticism shall not be interpreted as discipline or reprimand. Evaluation, monitoring, or observation of the work performance of an employee will be conducted openly and with the full knowledge of the employee. The use of eavesdropping, public address or audio systems, or other electronic monitoring devices shall not be allowed except with the consent of the employee.

11-4 Section 4: Suspension - Discharge

11-4.1 Paraprofessionals may be suspended or discharged for just cause. Such action shall not incur loss of pay if the action has been determined to be unwarranted.

11-4.2 Charges for the suspension and/or discharge action shall be communicated in writing to the employee. Within twenty (20) days after the employee has been suspended or discharged, he/she shall be entitled to a hearing by the School Board if he/she requests one. Written charges as mentioned above shall be made before the School Board hearing. The hearing will be held within ten (10) days of the request.

ARTICLE XII JOB DESCRIPTIONS, OPPORTUNITIES, CHANGES OF ASSIGNMENT AND POLICIES

12-1 Section 1: Qualifications

All paraprofessionals employed by the Woonsocket Education Department must be at least high school graduates and/or have the school equivalency certificate in addition to meeting required State regulations.

The School Board reserves the right to establish special job qualifications and/or alternate work hours as deemed necessary; however, changes in job requirements and/or alternate work hours will be instituted only through attrition or the creation of a new job.

As an additional requirement, all library technicians must have a minimum of 18 semester hours of course work as prescribed for obtaining the certificate of library techniques.

Paraprofessionals employed prior to September 1, 1975, may qualify for library technician positions after completing 9 semester hours of course work as prescribed for obtaining the certificate of library techniques.

12-2 Section 2: Job Descriptions

Job descriptions shall be provided for each classification.

12-3 Section 3: Responsibilities

12-3.1 To assist the classroom teacher and/or principal so that a greater amount of time will be provided for more effective instruction.

12-3.2 To aid in the supervision of pupils.

12-3.3 To give individual instruction following the directions of the teacher.

12-3.4 To perform various clerical and other assigned duties such as preparing charts, mounting pictures, put out materials for day's use, check attendance, distribute materials, supervise cleanup and prepare for outdoor recess, direct play and organize games, assist with lunchroom supervision, serve designated term on playground, help in checking seat-work, operate audio-visual equipment.

12-3.5 In an emergency situation and only in compliance with state and federal special education regulations, a principal or supervisor may temporarily re-assign teacher-assistants to teachers and/or designate a schedule of specific assignments a teacher-assistant is expected to perform. The teacher-assistant is responsible to the principal of the school in which he/she is assigned.

12-3.6 Assignment of duties to teacher assistants shall be assigned in a fair and equitable manner. No teacher assistant will be assigned more duties than another teacher

- assistant in the same building. In the event that extra duties are necessitated due to programming changes, said extra duties shall be assigned on a rotating basis so that all teacher assistants will share the same amount of duties.
- 12-3.7 In the event that a teacher assistant, at the middle or high school level, is requested to assist a student with toileting procedures, said assistant shall be of the same sex and must be accompanied by another teacher assistant. If no teacher assistants are available to meet this requirement, then the responsibility for monitoring said toileting procedures shall be the responsibility of the building administrators. Teacher assistants shall not be required to clean a soiled child.
- 12-3.8 Under no circumstances shall a teacher assistant be expected to perform any duties of a medical nature unless properly trained to perform such functions.
- 12-3.9 Duty schedules at Woonsocket Middle School and Woonsocket High School shall be chosen by seniority. Class schedules for departmentalized paraprofessionals at Woonsocket High School shall be chosen by seniority.

12-4 **Section 4: Organization Chart**

Principals shall clarify the relationship between the administrative staff in the school and the employees by the posting of a school organization chart showing the lines of responsibility and supervision of each employee and administrator in the school and of each employee and administrator coming to the school on a regularly assigned or supervisory basis.

12-5 **Section 5: Rehire / Job Fair**

Job Fairs are held for the purpose of filling all paraprofessional vacancies existing at the time of the job fair. A vacancy shall be defined as the availability of a position caused by retirement, transfer, newly created position, or other reasons.

Employees shall be notified if they are not going to be rehired no later than one week prior to the Job Fair.

The Job Fair will be conducted jointly by the Superintendent and the Guild President or their designees on the first Friday in August.

In all instances, seniority will determine the order of bidding.

Vacancies which are created through the bidding process at the Job Fair will also become available for bidding at the Job Fair.

Employees with the same beginning date of employment shall have their seniority determined by lottery no later than two weeks prior to the Job Fair.

If a person is unable to attend the Job Fair, he/she may select a personal representative to act on his/her behalf. This representative must bring a copy of the "Proxy Permission Form" duly signed by the person unable to attend.

Late arrivals to the Job Fair will be given an opportunity to bid only on subsequent positions offered for bid after their arrival.

Paraprofessionals who are not interested in bidding on a new job may attend as observers.

Any vacancies that occur after the Job Fair will be posted and filled in the usual manner.

12-5.1 ***Interview for all alternative program positions:***

- ♦ *Special skills and/or training may be required before being allowed to take a position or upon acceptance of position.*
- ♦ *Probationary period (one year) for a TA transferring into one of these positions.*

Interview for PCA 1:1 positions – screen for lifting, toileting, autism training or other special skills.

- ♦ *Acceptance of a position requires the individual to do all duties associated with position. Refusal to toilet, lift, etc., will preclude the individual from taking any other 1:1 position with similar duties.*
- ♦ *The education of the student should override seniority when necessary – personality match.*
- ♦ *A DCYF check will be required for all 1:1 teacher assistants (will not necessarily disqualify for employment)*
- ♦ *Probationary period (one year) for a TA transferring into one of these positions*

School Board.

12-6 Section 6: Change In Assignment

Employees shall receive adequate notification of any change in their assignment.

12-7 Section 7: Posting Positions

All paraprofessional positions in the Woonsocket Education Department which become vacant shall be posted within fifteen (15) days of the occurrence providing the School Board wishes to continue such position.

Teacher Assistants working in an *extended* year program and teacher assistants working with an individual student requiring a full-year program shall have the right of first refusal of these posted positions. Contractual rights shall be extended through the summer program for said assistants. Teacher assistants who are in a substitute capacity for the summer programs will only be eligible for their contractual wage and no other benefits.

12-8 Section 8: Appointment

When practical, appointments and transfers will take effect at the beginning of a new marking period. Transfers may be granted but not implemented until the following school year when deemed to be in the best interests of the school department.

12-9 Section 9: Appointment Approval

All appointments of paraprofessionals must be approved by the Woonsocket School Board.

12-10 Section 10: Seniority

Seniority shall be the determining factor in job assignments where all other qualifications are equal.

12-10.1 Each year, updated seniority lists shall be provided to the Guild by July 15th.

12-11 Section 11: Reporting Absences

Absences of paraprofessionals are to be reported at least 90 minutes prior to the start of their respective scheduled work day and paraprofessionals must also report their return at least 90 minutes prior to the start of their respective scheduled work day on the day they are returning to duties. A paraprofessional failing to report his/her return to work will lose a day's pay if the substitute cannot be placed in another position.

The report must be made to the answering machine used for the paraprofessional's school.

ARTICLE XIII - GENERAL AGREEMENT

13-1 Section 1: Available Information

The Committee shall make available to the Guild, upon its reasonable request, any and all information not of a confidential nature, statistics, and records relevant to negotiations or necessary for the proper enforcement of the terms of this contract.

13-2 Section 2: Committee and Guild Executive Board Meetings

In order to eliminate misunderstanding and to assure the smooth operation of the Agreement, at least two (2) meetings per year shall be held between the Committee and the Guild Executive Board. Additional clarification meetings shall be called upon ten (10) days' notice in writing by either party. This section will allow as many meetings as necessary.

13-3 Section 3: Effective Date of Agreement

This Agreement shall become effective July 1, 2010 and shall continue in effect until June 30, 2013.

13-4 Section 4: Negotiations

13-4.1 Requests in writing to reopen negotiations shall be mailed to the other party on or before November 1, 2012, and negotiations to effect a new contract shall commence on or before December 10, 2012, or at a mutually agreed upon date.

13-5 Section 5: Copies of Agreement

The Guild shall distribute copies of this Agreement to all new employees. In order for this to be accomplished, the Committee shall furnish the Guild with the name and address of each new employee.

13-6 Section 6: Working Conditions

Subject to the provisions of Article 3-4.3(a) of this contract, the School Board and its representatives and Woonsocket paraprofessional staff shall take no action violative of, or inconsistent with, any provision of this Agreement or any policy or practice governing working conditions of employees, existing on the date of the execution of this Agreement.

13-7 Section 7: Revisions

The School Board agrees that any revision in wages, hours, working conditions, and existing contractual items and past practices requires negotiation with the Guild prior to any implementation.

ARTICLE XIV - NO STRIKE CLAUSE

14-1 Section 1:

The paraprofessional unit of the Woonsocket Teachers' Guild, Local #951, A.F.T., will not engage in a work slowdown nor strike against the Woonsocket Education Department during the life of this Agreement.

ARTICLE XV - CONFORMITY TO LAW-SAVING CLAUSE

15-1 Section 1:

If any provision of this Agreement is or shall at any time be held to be contrary to law by a court of last resort of the State of Rhode Island and Providence Plantations, or of the United States or by a court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, then such provision shall not be applied, or performed, or enforced, except to the extent permitted by law and any substitute action shall be subject to appropriate consultation and negotiation with the Guild.

15-2 Section 2:

The Committee and the Guild agree that negotiations will not be reopened on any item whether contained herein or not during the life of this Agreement, except by mutual consent of the parties. The terms and conditions of this Agreement shall not be modified, amended, or altered in any way unless made in writing and signed by both parties.

ARTICLE XVI – MEETINGS

16-1 Section 1:

No more than three (3) members of the union shall be allowed to attend meetings as official delegates of the union with no loss of pay.

No more than nine (9) days in total shall be used during the school year for such meetings.

ARTICLE XVII - PARAPROFESSIONALS TRAINING PROGRAM

17-1 Section 1:

17-1.1 The Woonsocket Teachers' Guild and the Woonsocket Education Department shall jointly and cooperatively plan and establish a training program for paraprofessionals seeking employment with the Woonsocket Education Department.

17-1.2 The Task Force established by the Guild and the Education Department shall develop a training program and an evaluation tool for the program.

17-1.3 The Committee shall make every effort to employ a substitute teacher assistant to cover classes of regularly assigned teacher assistants when they are absent. Available trained paraprofessionals will be used to substitute before using non-trained substitutes.

17-2 Section 2:

17-2.1 Only candidates who have successfully completed the teacher assistant training program and have met all state and federal requirements for employment as a teacher assistant shall be eligible for permanent positions as vacancies occur.

17-2.2 A trained teacher assistant who substitutes in the same classroom for thirty (30) consecutive days, shall be placed on Step 1 of the Salary Schedule as defined in Article IV, for the duration of his/her stay in said classroom.

ARTICLE XVIII - SUCCESSOR and ASSIGNS CLAUSE

18-1 Section 1:

In the event that the Woonsocket Education Department merges or consolidates with another entity of similar nature, it shall be required as a condition of such merger or consolidation that the successor honor and abide by the terms and conditions of this agreement.

APPENDIX A - LONGEVITY PAY

Paraprofessionals with all of their years of service as a paraprofessional employee in the Woonsocket Education Department will receive longevity pay as listed in Article 4, Section 1.

Computation for payment of longevity shall be based on the number of years completed as of September 30 of each year.

APPENDIX B - SICK LEAVE POOL

Section B-I: Creation

1. Any member of the bargaining unit, upon completion of their probationary period, who wishes to be a member of the Sick Bank Pool shall donate one (1) sick day per year of membership. Separate pools shall be maintained and operated for teachers and paraprofessionals.
2. Days contributed to the pool by the above mentioned individuals in the Woonsocket School Department shall be considered aggregated and non-returnable, and will remain in the pool as long as the said pool continues to operate. If, however, the members at some future date wish to terminate the existence of the pool, all unused days will be returned to the members in a fashion decided upon by the pool's Board of Governors.
3. Paraprofessionals will be limited to draw from the sick leave bank only up to the number of days they have accumulated as of the first day of school of the current year. Exceptions can be made by consent of the Governing Board.
4. Members drawing from the bank must return 'borrowed' days from any accumulation made prior to severance from the system.

Section B-II: Administration

1. The Sick Leave Pool shall be governed by a six (6) member Committee, three (3) appointed by the President of Local 951, and the remaining three (3) by the Superintendent. This Board shall govern the Paraprofessionals' Sick Leave Bank and shall be separate and apart from the Board governing the Teachers' Sick Leave Bank.
2. This Committee shall be called the Sick Leave Pool BOARD OF GOVERNORS, and its members shall serve for three (3) years. Members may be re-appointed. Vacancies occurring during a term will be filled by appointment.
3. The members of the BOARD shall elect one of their own members to serve as Chairperson, also for a period of three (3) years.
4. The Chairperson will maintain all records of the pool and shall present an accounting of the pool's operation to the general membership at its annual June meeting. A copy will also be sent to the Superintendent.
5. In the event of an appeal of a decision by the sick leave board, the Superintendent and the President of the WTG will appoint a six-member panel to serve as an appeals board.

Section B-III: Operation

1. It is to be understood that the purpose of this pool is to provide extra sick days to those members suffering from a LONG TERM ILLNESS, but only after they have exhausted all of their own yearly, accumulated, and bonus sick leave.
2. In order for a member to be eligible to draw from the pool, he/she must be a contributing member of the pool.
3. In the year a Paraprofessional begins employment, within thirty (30) days from the beginning of the school year, the Paraprofessional may join the Sick Leave Pool and one (1) day will be deducted in this year and each subsequent year from his/her total accumulated leave. If the Paraprofessional has not joined in their first year of employment, they may join within thirty (30) days from the beginning of each school year, but give up the amount of days from his/her total sick leave retroactive to their beginning employment year, and one (1) day will be drawn for the current and each subsequent year. In addition, the Paraprofessional will be ineligible to draw from the Sick Leave Pool for the amount of time elapsed since their tenure year, up to a maximum of 5 years.

Section B-IV: Use of the Pool

1. After a member has exhausted all of his/her own yearly and accumulated sick leave and if he/she then is out of school due to illness for five (5) consecutive days, he/she may apply in writing to the BOARD OF GOVERNORS for additional sick leave, to be drawn against the pool. This request must be accompanied by a letter from a certified medical doctor indicating that the member is unable to return to work.
2. Upon receipt of this written request, the Chairperson of the BOARD OF GOVERNORS shall call a meeting of the BOARD to decide upon the request. If the BOARD decides, by

- majority vote, to award the requested leave, the award will be retroactive to the first day after which the member had exhausted his/her own sick leave. The member requesting this leave shall be informed, in writing, of the BOARD's decision.
3. Once the sick leave has been granted, the member may continue to draw against the pool as long as he/she remains out of school provided that he/she submits a letter from his/her certified medical doctor every thirty (30) calendar days indicating that he/she is unable to return to work. This letter must be in layperson's terms and must include the doctor's estimate of a return to work date.
 4. If the member draws more than sixty (60) days from the pool, the BOARD OF GOVERNORS may ask the said member to submit to a physical examination given by a medical doctor selected by the BOARD and paid equally by the Union and the School Board.
 5. If a school year ends and a member remains ill to the extent that he/she cannot return to work in September of the following school year, he/she must re-submit application for further sick days to the BOARD OF GOVERNORS.
 6. The maximum number of days allowed to be drawn by a member is one hundred and eighty (180) over the course of two (2) years.
 7. The BOARD OF GOVERNORS shall have the power to waive any of the above provisions when they feel the circumstances warrant such action.

Section B-V: Changes

1. Any member who wishes to change or amend these By-Laws must submit the proposed changes, in writing, to the Union Executive Board, the Superintendent, and the BOARD OF GOVERNORS for approval.
2. Once ratified by the Union membership and the School Board, these By-Laws are not subject to change or amendment without the prior approval of the Union Executive Board, the School Board, and the BOARD OF GOVERNORS.

APPENDIX C – TEMPORARY EMPLOYEES

When the need for a temporary Employee arises due to a student's IEP calling for a 1-on-1 teacher assistant for a temporary period of time, laid-off teacher assistants shall be given priority for those positions, if they are deemed to be equally qualified to other applicants. In the event that a decision is made to turn that position into a permanent position, the temporary teacher assistant assigned to that position shall remain in place for the remainder of the school year. When that job becomes permanent, the teacher assistant will be placed on contract and their seniority will be retroactive to when they began the assignment. All other contractual benefits will begin when the teacher assistant is appointed by the School Board which should take place at the first meeting of the School Board following the change from temporary to permanent status. If the child's IEP still calls for a 1-on-1 teacher assistant for the following school year, then the position will be posted as per contract. The WTG will work with the WED to accommodate concerns that the 1-on-1 teacher assistant will be a good match for the student.

The WTG shall be notified of any temporary positions within one week of its creation.

APPENDIX D MEMORANDUM OF AGREEMENT REGARDING ASSIGNMENTS

1. The Parties will adhere to the Job Fair Procedures contained within Section 12-5 and 12-

5.1 of the July 1, 2010-June 20, 2013 Collective Bargaining Agreement in regard to the filling of vacancies and/or open positions for the 2013-2014 school year in a Job Fair to be held in August of 2013.

2. For the remaining term of the contract (ie. Following the Job Fair referred to in Section 1 above) the provisions of Section 12-5 of the Collective Bargaining Agreement (the "CBA"), shall remain the CBA but enforceability of those provisions shall be stayed in accordance with the terms set forth below.
3. During the period of the stay the following processes shall be utilized in lieu of the stayed provisions of the contract.
 - (a) A list of known vacancies or new positions for the following school year will be posted by a time to be agreed by the parties. The administration will make every effort to identify those classes, programs and/or schools anticipated to close. The school department and the union will review this list prior to its distribution.
 - (b) Employees with the same beginning dates of employment shall have their seniority determined by lottery no later than two weeks prior to the posting of vacancies and/or new positions referred to in subsection (a).
 - (c) Employees shall be notified if it is known that they are not going to be rehired no later than one week prior to the posting of vacancies and/or new positions referred to in subsection (a) above.
 - (d) By August 1st of each year, paraprofessionals wishing to be assigned to an open position, or any different position which may become open, will submit in order of preference, the position(s) they desire to fill. (A position preference sheet shall be developed by agreement of the Parties.)
 - (e) At the same time paraprofessionals will submit a Candidate Information Sheet and such relevant supporting documents showing contributions as they may wish. (A Candidate Information Sheet shall be developed by agreement of the parties.)
 - (f) Job openings will be posted (7) days in advance if possible.
 - (g) Each opening will be assigned to a team (2 or more) comprised of an equal number of administrators and members of the WTG, approved by the WTG, relevant to the opening who will rank the candidates in order of expected performance based upon the following criteria
 - Experience
 - Qualifications
 - Past Job Performance (evaluations and references)
 - Relevant supporting documents provided by the paraprofessional.

In unusual circumstances the team may conclude that an interview should be conducted, and so will recommend the same.

- (h) The Superintendent or designee will review the documentation forwarded by the teams and will (a) where he/she concludes that two or more candidates would be equally qualified, assign on the basis of seniority, (b) schedule interviews or (c) assign the candidate that he/she deems most qualified.
- 4. During the period from November 1, 2013 to June 15, 2014, a team consisting of an equal number of members of the WTG, selected by the WTG, and members of the administration will work to develop a system to govern those matters that are presently governed by the stayed language of Article 12-5 and this Memorandum of Agreement for recommendation to the parties.
- 5. The sole and exclusive means of appealing transfer, assignment and placement decisions shall be by written appeal to the Superintendent within 14 calendar days of notice of the decision, and, if the Union remains unsatisfied, it may appeal in writing to the School Committee within ten calendar days after notice of the Superintendent's decision.
- 6. Any vacancies that occur after the completion of the procedures referred to in this Memorandum of Agreement will be posted and filled in the usual manner.
- 7. The parties will reopen the contract on the matters which are subject to this Memorandum of Agreement only upon the happening of any of the following events:
 - (a) A final decision rendered by a court of competent jurisdiction, after all appellate rights have been exhausted, finding that contract provisions reasonably similar to those which are subject to the stay and contained in Article 12-5 of the contract may be permissibly bargained.
 - (b) The enactment of any legislation providing that contract provisions reasonably similar to those which are subject to the stay and contained in Article 12-5 of the contract may be permissibly bargained.
 - (c) A final decision rendered by a court of competent jurisdiction, after all appellate rights have been exhausted, that matters related to assignment and transfer of teachers and/or paraprofessionals are permissible topics of collective bargaining.
 - (d) The enactment of any legislation clarifying the matters related to assignment and transfer of teachers and/or paraprofessionals are permissible topics of collective bargaining.
 - (e) If a disagreement arises between the parties as to whether any of the subsections (a) through (d) of this Section 6 have been triggered, and therefore that bargaining must commence, the union will notify the Superintendent within one hundred and twenty (120) days of the occurrence upon which it relies. If the School Committee on the date of its next regularly scheduled meeting for which notice can be given does not agree, the parties will request of the Clerk of the Supreme Court a list of names of retired Supreme and Superior Court justices willing to arbitrate the dispute. The arbitrator will be selected by each party alternating in

striking a name from the list until one name remains. If that retired judge declines the appointment, the next to last name will be appointed, and so on. If no retired judge is willing to accept the appointment, the matter will be referred to the American Arbitration Association.

Agreed to by:

Woonsocket School Board and Woonsocket Budget Commission


Linda Dufrenoy WBC 3/18/15

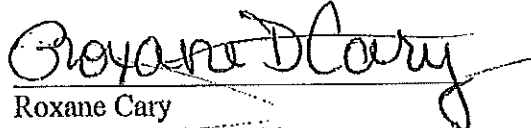
Woonsocket Teachers Guild

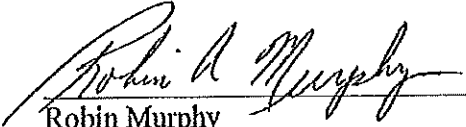
AFFIRMATION
WOONSOCKET SCHOOL DEPARTMENT

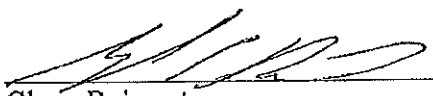
By: 
Mayor Lisa Baldelli-Hunt

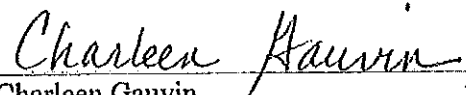
WOONSOCKET TEACHERS' GUILD
AFT 951--AFL-CIO

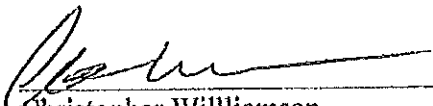

Jeffrey W. Partington
President

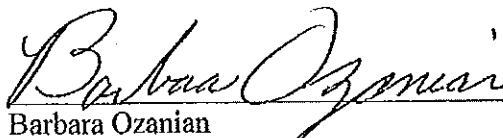

Roxane Cary
Executive Vice President



Robin Murphy
Middle School Vice President


Glenn Boisvert
Team Member


Charleen Gauvin
Team Member


Christopher Williamson
Team Member


Barbara Ozanian
Paraprofessional Vice president


Richard DiPardo
Team Member

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