

# **AGREEMENT**

Between



And

**NARRAGANSETT**

**Educational Support Professionals**

**NEARI**

**July 1, 2022- June 30, 2025**

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## **ARTICLE 1**

### **AGREEMENT**

- 1.1** This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Narragansett School System, Narragansett, Rhode Island, hereinafter referred to as the Employer and the Narragansett Educational Support Professionals NEARI/NEA, hereinafter referred to as the Union.
- 1.2** It is understood that any alteration or modification of the Agreement shall be binding upon the parties hereto only by mutual consent of the parties and executed in writing. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

## **ARTICLE 2**

### **PURPOSE**

It is the purpose of this Agreement to carry out the personnel policies of the Narragansett School System, in concert with its strategic plan, that ensures the participation of all children in a safe, effective teaching and learning environment that challenges all students to strive for excellence. The Agreement encourages a harmonious relationship between the Employer and its employees. The Agreement provides for procedures which will facilitate free and open communications between the parties to accomplish the Mission of the Narragansett School System.

## **ARTICLE 3**

### **RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining agent for all its employees as specified in Rhode Island State Labor Relations Board Case #EE-3303, in all matters pertaining to hours, wages, and working conditions. The employees referred to in Case #EE-3303 and represented by the Union include bus drivers, bus monitors, bus assistants, secretaries, custodians, teacher assistants, maintenance personnel, mechanics, and groundskeepers who work twenty (20) hours or more per week.

## **ARTICLE 4**

### **NO DISCRIMINATION**

The Employer and the Union agree that they will not discriminate against, intimidate, or coerce any employee in the exercise of his or her right to bargain collectively through the Union or on account of his or her membership in, or activities on behalf of the Union.

## ARTICLE 5

### UNION SECURITY

- 5.1 The Employer recognizes, all bargaining unit employees have the right to become a member of the Union.
- 5.2 The Treasurer shall deduct each pay period the Union dues from all employees who have submitted signed authorization cards. The amount of weekly dues shall be as set forth in the constitution of the Union. The Treasurer shall send the amount of dues deducted monthly to the Narragansett Educational Support Professionals.
- 5.3 In addition to the exceptions specified in Article 3 and Article 11.1, the Employer shall have the right to hire additional temporary (less than six [6] continuous months) employees who do not belong to the Union. The School Committee will provide the Association President with their meeting agenda and minutes to insure that the Association is made aware of new hires, job postings, etc.

## ARTICLE 6

### MANAGEMENT RIGHTS

Subject to the terms and conditions of this Agreement, it is understood and agreed that the School System shall have sole jurisdiction over the management of the operation of its school property, including but not limited to, the work to be performed, the scheduling of work, the establishing and changing of scheduled shifts and hours of work, the promotion of employees, fixing and maintaining standards of quality of work, methods of operations, the right to hire, transfer, discipline or discharge for just cause and lay-off because of lack of work or other legitimate reasons.

## ARTICLE 7

### SENIORITY

- 7.1 The Employer shall establish a seniority list by job classification, and it shall be brought up to date semi-annually, and the same shall be made available to the Secretary of the Union by the Superintendent of Schools. The seniority list shall show name, scheduled weeks of work, scheduled hours of work, job classification, and beginning date of appointment.

In the event that two (2) or more employees have the same seniority date, the tie shall be broken first by the amount of prior service within the bargaining unit, if any. If a tie still exists, then it shall be broken by the date the application was received, then by the date noted on the application by the applicant. In the event that a tie still exists, a tie shall be broken by lottery. The employee involved and the Union President or his/her designee shall have the right to be present at the lottery.

- 7.2 The Employer agrees in principle with the concept of seniority, which is based on length of continuous employment in a job classification. The parties agree that in all instances

such as shift preferences, vacation preferences, position vacancies and days off, such preferences will be determined on the basis of seniority.

**7.3** A vacancy is a position for which there is an opening that is not created by a leave. In the event of a vacancy in any position, said vacancy shall be posted via email and posted electronically to all members of the bargaining unit at least seven (7) calendar days prior to the application deadline in order that employees have an opportunity to apply for the position.

- a. Members of the bargaining unit who apply for a posted vacancy must meet the qualifications of the posting. If qualifications are equal, the principle of seniority applies;
- b. A member of the bargaining unit may apply for a position in another job classification, but must meet the qualifications as listed on the posting;
- c. Teacher Assistant vacancies occurring before the last day in September will be posted. In these cases, the seven (7) day posting period will be waived;
- d. Teacher Assistant vacancies occurring after the last day in September may be filled permanently through the end of that school year, in consultation with association. All positions filled on or after October 1st will be reconsidered the following school year. If there is a continued need, the position will be posted and available to all union members. The position will be filled with the most highly qualified candidate.

**7.4** 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/her employment;
- c. When an employee fails to respond to a recall notice;
- d. When an employee fails to report his/her 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 date of his/her most recent layoff.

**7.5** Teacher assistants shall be notified of their assignments as soon as reasonably practical, preferably no later than 10 calendar days prior to the beginning of school.

## ARTICLE 8

### LAYOFF AND RECALL

- 8.1** The determination of position reduction is a management right. It is agreed that layoffs are done by classification. The least senior employee, by date of hire, shall be laid off within the classification.
- 8.2** In the event a permanent employee (full-time or part-time) is laid off, his/her name shall be placed on a re-employment list by job classification and shall remain on said list for a period of twelve (12) months from the date of such layoff.
- 8.3** In the case of reduction of personnel, the following procedure will be in effect:
- a. Reduction by seniority can only occur within a job classification. This can result in an increase or a decrease in an employee's hours of work and length of work year;
  - b. If a junior employee possesses special qualifications in a position requiring specific qualifications, that employee will not be displaced unless a senior employee possesses those same special qualifications;
  - c. Refusal to accept the position made available will constitute a voluntary termination on the part of the employee laid off, thus relinquishing all seniority rights and privileges; and
  - d. The Superintendent's Office will notify the employee no later than (30) calendar days of lay-off. This notice from the Superintendent's Office shall be considered the official notice of lay-off.
- 8.4** Seniority shall accrue to such employee while on the re-employment list. No new employee will be hired, and no employee will be transferred until all employees on such a re-employment list for that classification have been recalled to work. Upon recall and pending the return to work of the recalled employee, the appointing authority may transfer another employee to the vacant position.
- 8.5** The Superintendent of Schools, for the purpose of recall, shall send a registered letter to the last known address of the employee, unless actual personal contact can otherwise be made by the supervisor, and the employee shall have five (5) days from the date of the sender's receipt, or the personal contact to reply to such recall. If a recall to work does not reasonably assure the employee of four (4) weeks of continuous work, a failure to accept will not be considered a refusal. Upon return to work, a recalled employee shall receive that salary which applies to the position to which he/she returns.

## ARTICLE 9

### PROBATIONARY PERIOD

- 9.1** All new employees will be on probationary status for a period of 12 months. During that time the employee shall be evaluated a minimum of two (2) times. At the end of the probation period an evaluator, director of finance, and union president or designee, will hold a conference to determine whether they will recommend to the Superintendent that the employee should be continued to permanent status.
- 9.2** The probationary period shall be extended if an employee is on excused unpaid leave in excess of ten (10) working days. Said extension shall be equal to the number of days the employee would have worked had no leave been taken.

## ARTICLE 10

### PERFORMANCE EVALUATION

- 10.1** The Narragansett School Committee and the Narragansett Educational Support Professionals will review and mutually agree upon any changes to the content of current job descriptions. No changes will be made to current job descriptions unless both parties agree to the changes. In addition, this process will rewrite and make modifications, where necessary, to the present evaluation process.
- 10.2** When an administrator is not satisfied with the performance of an employee, the employee shall be counseled in the presence of his/her Union representative and the administrator. This step can be taken in an effort to improve performance prior to the formal evaluation.
- 10.3** The evaluation shall be conducted by the employee's immediate supervisor or the Superintendent's designee by gathering relevant information from a variety of sources, and shall be set up by appointment following the steps of the evaluation procedure.
- 10.4** The purposes of the employee evaluation will be to take a personal inventory to pinpoint weaknesses and strengths, and outline and agree upon a practical improvement program. Periodically conducted, these evaluations will provide a history of development and progress. There will be two (2) evaluations for employees during the probation period and an annual evaluation for permanent employees. Employees receiving an evaluation of fair or less in two (2) or more categories shall be reevaluated within six (6) months. Employees who transfer to a position in a new job classification will be considered probationary for purposes of evaluation only.
- 10.5** All monitoring or observation of the work of an employee will be conducted openly and with full knowledge of the employee.
- 10.6** A post conference between the evaluator and the employee will be scheduled and held within fifteen (15) work days of the evaluation. The evaluation will be reviewed and jointly signed at that time. However, the employee's signature shall not necessarily indicate agreement with the evaluation, and the employee may attach any comments of disagreement within an additional five (5) working days of the meeting.

## **ARTICLE 11**

### **HOURS OF WORK AND OVERTIME**

- 11.1** Any employee, who works a standard forty (40) hour week and who is called in or called back to work, shall be paid a guarantee of at least three (3) hours at time and one-half (1-1/2) his/her regular rate of pay. The employee will be expected to remain at work for a minimum of three (3) hours and will have a list of duties to perform. Any employee who works on a Saturday shall be paid at the rate of time and one-half (1 1/2) times his/her regular rate of pay. Any employee required to work on a Sunday or a holiday, as set forth in Article 13, shall be paid at the rate of two (2) times his/her regular rate for all hours worked in addition to holiday pay. This Article 11 shall not be applicable to salaried employees as set forth in Article 30.
- 11.2** Overtime, upon authorization of the Superintendent or his/her designee, shall be fairly distributed by seniority rotation within classification and building. If employees in the building within the appropriate classification refuse overtime, it will be offered on a system wide seniority rotation basis, within the appropriate classification. If the overtime cannot be filled on a system wide basis, the employer has the right to hire and assign non-bargaining unit personnel to perform said work. When functions take place in a school at a time other than regular school hours, overtime shall be given custodians to perform all necessary work related thereto, including opening and closing of schools and necessary cleaning. Salaried or administrative personnel shall not be permitted to perform custodian work for the purposes of defeating overtime. Custodians must sign up for overtime assignments at least forty-eight (48) hours in advance provided the same number of hours of notice is given. Failure to do so waives their right to that particular posted overtime work. Furthermore, if no custodian within a building signs up for a posted overtime assignment as outlined in this Article, the employer has the right to hire and assign non-bargaining unit personnel to such work. In the event that non-bargaining unit employees are unavailable, the employer may assign the least senior employee in the classification.
- 11.3** Custodians shall not be assigned duties such as supervising, directing, or monitoring of students. Notwithstanding the above, the Union agrees that the School Committee can hire two (2) persons for eight (8) hour periods on Saturdays, Sundays, and holidays in relation to student activities, town recreation activities, and non-profit organizations (such as Boy Scouts, Girl Scouts, Little League, YMCA, Pop Warner, and Chamber of Commerce) at all schools. Said custodians shall be non-bargaining unit custodians. Bargaining unit custodians shall not be responsible for clean-up following above mentioned activities.
- 11.4** Standard schedule: All full-time positions shall consist of:
- a. Standard work week - five (5) consecutive days Monday through Friday.
  - b. Standard work day - the number of hours within the work week divided by five (5).
  - c. All hours worked in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week shall be paid for at the rate of time and one-half (1-1/2).



- d. Employees who work seven (7) consecutive hours or more per day will be provided with one (1) twenty (20) minute lunch period and one (1) ten (10) minute break.
  - e. Bus drivers working weekend trips of thirty (30) miles or more, one (1) way, shall not be required to return home until such activity is completed, if said activity is scheduled to last four (4) hours or more, including driving time.
  - f. Bus drivers assigned to weekend trips who have worked their contracted assigned hours during the previous week shall be compensated at one and one-half times their normal rate of pay for all school related hours worked.
- 11.5** With twenty-four (24) hour notice, all drivers will be available for any school-sponsored sports or field trips during the work year. During the summer and school vacations, drivers will accept said trips with a forty-eight (48) hour notice. However, consideration will be given to cases where drivers have previously scheduled commitments.
- 11.6** Any new Secretary (replacement or added) can be hired on a fifty-two (52) week work year basis, and such positions shall be posted.
- 11.7** Bus driver call-back shall be at the rate of a minimum of three (3) hours.
- 11.8** When school is cancelled by the Superintendent of Schools or his/her designees, all twelve (12) month employees are required to come to work or discharge a personal or vacation day. When an emergency day is declared by the Superintendent of Schools or his/her designee, only those employees asked by their supervisor to work shall be required to work. These employees shall receive one and one-half (1-½) times their regular rate of pay.
- 11.9** The School System agrees that substitute workers may be provided for all positions in the bargaining unit when an employee is absent from work for more than three (3) consecutive work days. It is understood that no employee shall be disciplined, receive negative evaluations, or otherwise be reprimanded as a result of the administration's decision to not provide substitute workers.
- 11.10** A school bus driver is not required when students are or will be transported in a vehicle that does not require a CDL license or bus endorsement.
- 11.11** The primary function of the Narragansett School System Transportation Department is to provide safe, reliable, transportation for Narragansett students from home to school and back. The Narragansett School System and the Narragansett Educational Support Professionals agree henceforth, there shall be two (2) classifications of drivers:
- a. Home to school drivers (NESP members)
  - b. Trip drivers (non-union, if less than 20 hours/week)

This agreement is not an attempt to limit overtime or to interfere in any way with the seniority system currently in place. Home to school drivers are/and will always be permitted to sign up for any and all trips that do not interfere with their primary responsibility—home to school routes. It is understood, by and between the parties, that

home to school drivers shall have first right of refusal for trips that do not conflict or interfere with their home to school runs.

Example: A field trip between 9:30 am and 1:30 pm unless "K" is part of the assignment;  
An athletic trip after Elementary take home run;  
An athletic, academic, or field trip on Saturday or Sunday;  
Any trip after Elementary take home run.

Trip drivers would work field trips that interfere with home to school hours. They would also do "late runs" and athletic and academic team trips that interfere with home to school runs.

The parties further agree that occasional deviations may be necessary to allow for even distribution of overtime opportunities among all drivers who may desire overtime. Disputes arising under this agreement may be submitted to the grievance/arbitration process for resolution.

Any regular home to school bus runs in which the school year extends beyond 180 days (i.e. Groden, Bradley, etc.) will be offered to drivers based on seniority.

Any irregular extra trips (i.e. field trips, sports trips, extra shifts, shuttles, etc.) will be offered to employees based on rotating seniority.

- 11.12** Each building principal and the Director of Student Services shall have an Administrative Secretary. This individual shall be selected by the Administrator in a process which includes an interview as well as evidence of proficiency. Evidence of proficiency shall be matched against the mutually acknowledged job description that is created by the School Committee and the Association, on or before March 12, 2012.
- 11.13** During two different times per year it is agreed that Administrators may flex a secretary's hours of work to accommodate appropriate staffing at events. It is noted that compensatory time is not allowed but an adjustment to the individual's schedule is allowed. This adjustment has to be within the pay period and must be documented. It is further understood that all hours shall be documented on the employee's time sheet and shall not exceed their normally scheduled hours per week.
- 11.14** Should the School System schedule or implement on an emergency basis a "distance learning day" for students which is counted as a part of the 180-day school year, Transportation Employees and Teaching Assistants shall have the opportunity to engage in alternative work assignments or, if available, professional learning for their contracted hours at their contracted pay rate. If a Transportation Employee or Teaching Assistant chooses not to work those hours, he/she must discharge a vacation day or personal day. Custodial / Maintenance members and Secretarial staff shall work their contracted hours as assigned on a distance learning day. Employees discharging a sick day during an emergency closing shall provide a doctor's note.

## ARTICLE 12

### WORKING IN HIGHER CLASSIFICATION

- 12.1 Any employee who is officially assigned to work in a higher classification than his/her own shall receive the pay of the higher classification retroactive for each and every hour worked in said higher classification.
- 12.2 No employee, when assigned to a lower classification, shall suffer a reduction in his/her rate.
- 12.3 All job specifications shall be posted.
- 12.4 Any employee who transfers to a different classification will do so at their current pay step in the new classification.
- 12.5 In the event any bargaining unit member is directed to perform supervisory work in writing, the school committee shall first meet and negotiate with the Association, once a written agreement has been reached, and only then may the member perform the supervisory work. Under no circumstances shall the supervisory work be performed on a permanent basis.

## ARTICLE 13

### HOLIDAYS

- 13.1 All employees paid on an hourly basis or salaried covered by this Agreement and who work forty-six (46) weeks or more per year shall be paid at their regular rate of pay for each of the following designated holidays.

New Year's Day	Columbus Day
Martin Luther King Jr. Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Day before Christmas
Juneteenth	Christmas Day
Independence Day	Day before New Year's
Victory Day	
Labor Day	

- 13.2 Those employees who work less than forty-six (46) weeks per year will be paid for the following holidays:

New Year's Day	Juneteenth**	Thanksgiving Day
Martin Luther King Jr. Day	Independence Day**	Day after Thanksgiving
Presidents Day **	Labor Day*	Christmas Day
Good Friday	Columbus Day	
Memorial Day	Veteran's Day	

\*If employees are required to work prior to Labor Day.

**\*\*Employees working during the week (s) in which Presidents' Day, Juneteenth, and/ or Independence Day are celebrated will be paid at their current rate of pay for their scheduled hours only.**

- 13.3 In the event that any of the above designated days fall on Saturday or Sunday the administration, in consultation with the Union, shall determine whether the day is celebrated on a Monday or Friday.
- 13.4 Employees temporarily absent due to injury suffered in the course of employment, or due to bona fide illness causing temporary absence (in either case not in excess of thirty [30] days), will not be charged for sick leave for a holiday.

## **ARTICLE 14**

### **VACATIONS**

#### **14.1 Eligibility & Schedule**

Any employee who works more than forty (40) weeks per year in any given year will be eligible for a vacation as follows:

After one (1) year of service	2 weeks vacation
After five (5) years of service	3 weeks vacation
After ten (10) years of service	4 weeks vacation

The maximum vacation for all employees hired after July 1, 1999 will be four (4) weeks.

Vacation time for all employees hired prior to July 1, 1999 shall be capped as of June 30, 2008.

Thirty- six (36) week employees must work an average of thirty (30) hours per week over five (5) additional weeks in order to qualify for vacation time. At no time will school year employees' vacation time exceed two (2) weeks per year.

The employer will, on or before May 1<sup>st</sup>, post a vacation request schedule for all employees who wish to discharge vacation time during the period July 1<sup>st</sup> through June 30<sup>th</sup> of the subsequent fiscal year. Vacations will ordinarily be scheduled during school vacation periods or during the school year with the approval of the Employer. The Employer agrees that employees may select their vacations in the order of seniority provided such selections do not prevent an orderly conduct of the operation of the department in which the employee works.

The Employer reserves the right to limit the number of employees on vacation at any one time.

The Employer shall have the right to deny vacation request during the five-day period immediately prior to the opening of schools.

- 14.2 When the services of an employee are terminated for any reason, other than justifiable discharge, the employee or his/her estate shall receive compensation for any unused vacation time accrued at his/her normal daily rate.
- 14.3 When an employee (in an emergency) is requested to work during his or her scheduled vacation period, he/she shall be paid at the rate of one and one-half (1-1/2) times his/her regular rate plus the vacation pay.
- 14.4 Bus drivers, bus driver assistants, and school Teacher Assistants shall be granted upon request, by May 15, the right to refuse summer work, and at the same time agree in writing to waive the right to collect unemployment pay. However, the School System retains the right to refuse requests in accordance with seniority in any of the above categories if the School System deems that personnel is essential to perform work.

## **ARTICLE 15**

### **SICK LEAVE POLICY**

- 15.1 Sick leave shall be granted to all employees at the rate of one and one-half (1-1/2) working days for each full calendar work month of service. Sick leave shall not be granted to employees serving on a temporary or emergency appointment nor to persons employed on a contractual basis not to exceed eighteen (18) days per year.
- 15.2 When the Superintendent of Schools requests a doctor's certificate for less than three (3) days of sick leave absence, the School System will reimburse the cost of the doctor's visit. However, a physician's certificate for each sick leave day for an absence of three (3) consecutive days must be furnished by the employee.
- 15.3 Employee's accrued sick leave shall not be capped. A separating employee, after ten (10) years of service to the Narragansett School System, may receive a total of sixty-five percent of his/her accumulated sick leave dollar value, for the specific purpose of purchasing health care. A separating employee may elect to defer commencement of such coverage for a period of no more than five (5) years. The cost of the health care shall be predicated upon the actual cost of the plan at the time purchasing the coverage. That cost shall be fixed until such time as the dollar value of the accrued sick time is exhausted.
- 15.4 Sick leave is hereby defined to mean the absence from duty of any employee because of illness, bodily injury, or exposure to contagious disease suffered by the employee, his/her spouse, parent, mother/father-in-law, or child. A "child" is defined by the FMLA regulations as a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is either under 18 years of age or is 18 years of age or older and "incapable of self-care because of a mental or physical disability."
- 15.5 Employees who expire while they are in the employment of the School System shall have one-half (1/2) of their accumulated sick leave paid to their estate.
- 15.6 The association will participate in Rhode Island Temporary Disability Insurance. The Narragansett School System will deduct TDI tax from employees' wages and send it quarterly to the Employer Tax Unit. The Rhode Island Department of Labor & Training will administer the program.

- 15.7 If an employee doesn't qualify for TDI due to the income threshold limits, the association has the right to donate sick hours to that employee on a case by case basis.

## **ARTICLE 16**

### **ACCUMULATION OF LEAVE**

An accounting of accumulated leave will be provided to each employee.

## **ARTICLE 17**

### **LEAVES OF ABSENCE**

- 17.1 Upon written application, an employee may be granted a leave of absence at the Superintendent of School's discretion not to exceed six (6) months and subject to one (1) renewal not to exceed six (6) months for reason of personal illness, illness in the immediate family, disability, or for the purpose of furthering the employee's education or training in skills related to his/her employment.
- 17.2 Application for such leave shall be made in writing at least two (2) weeks in advance of said leave. This provision may be waived in emergencies.
- 17.3 Upon return to work, the employee will be placed in his/her former job. Seniority at the start of leave of absence shall be retained during all leaves of absence.
- 17.4 Maternity leave shall be for the period of time during the pregnancy in which the employee is physically or psychologically disabled by reasons of the pregnancy from performing her duties and extending after the termination of the pregnancy or birth of a child for the period of time immediately following said termination or birth that the employee is physically or psychologically disabled from performing her duties. The employee must notify the Superintendent in writing of her pregnancy as soon as possible, but no later than thirty (30) days prior to said leave, and inform the Superintendent in said notification of the estimated date given by her doctor at which her disability will prevent her from performing her duties. The employee must also notify the Superintendent after the termination of the pregnancy of the estimated date given by her doctor at which she will be able to return to her duties. While absent on maternity leave, the employee shall be entitled to utilize all of her sick leave. If the maternity leave extends beyond the number of days sick leave accumulated by the employee, then the remainder of the maternity leave shall be without pay. However, fringe benefits will continue to be paid by the Committee. The employee must return from maternity leave as soon as she is physically and/or psychologically able to perform her duties. The provisions of the Family Medical Leave Act (FMLA) of 1993 will apply.
- 17.5 In lieu of maternity leave in 17.4, the employee may elect to take an unpaid parental leave. The employee taking such leave may select one (1) of the following durations:

- a. A maximum six (6) week unpaid leave, following maternity leave, to commence after sick leave is exhausted. The employee's return must commence with the beginning of the nearest school term within the six (6) week period.
- b. A leave to extend following birth or adoption to the following September.

In **b.** above, the employee must notify the Superintendent of Schools prior to February 1<sup>st</sup> following the birth or adoption of the child of the employee's intent to return. All employees on parental leave shall have continuous fringe benefits for three (3) months following the birth or adoption of the child. The option of retaining all fringe benefits will continue provided they reimburse the School System for any costs involved.

- 17.6 An employee on sick leave or maternity leave will continue to accrue sick days during the approved FMLA period. Sick leave will stop accruing if an employee is out on a leave extending beyond thirteen (13) consecutive weeks.

## **ARTICLE 18**

### **OFFICIAL TIME OFF**

It is to be understood that one (1) delegate shall be granted official time off for the NEARI Annual State Convention and NEARI State Executive Board meetings.

## **ARTICLE 19**

### **BEREAVEMENT LEAVE**

- 19.1 Personal leave, without loss of pay, may be granted for a maximum of five (5) days for a death in the immediate family for the purpose of arranging and attending services and other associated obligations. Immediate family is defined for the purpose of this Article to be: spouse, parents, children, brother, sister, grandparents (not grandparents-in-law), grandchildren, and including foster and step relatives of the same degree of kinship, mother and father-in-law, and significant other.
- 19.2 Personal leave, without loss of pay, may also be granted in the case of a death of a relative other than the immediate family, as defined above, for a maximum of one (1) day to permit attendance at the funeral provided that the leave shall first be approved by the Superintendent of Schools or his designee.

## **ARTICLE 20**

### **PERSONAL LEAVE**

- 20.1 All employees shall be entitled to two (2) days per year to attend to personal business. Such leaves will not be granted immediately before or after vacation or in conjunction with a holiday, unless approved in advance by the Superintendent of Schools or his/her

designee. Unused personal days will be added and accumulate to the individual's sick leave balance and credited at the end of each school year.

- 20.2 When an employee finds it necessary to be absent for any of the reasons specified in Article 19 or 20, he/she shall cause the fact to be reported to his/her department head or immediate supervisor within two (2) hours after the time set for performing his/her daily duties, except that where a relief employee is required, such notification must be made before the time set for performing his/her daily duties. Leave may not be granted unless such report has been made.

## **ARTICLE 21**

### **REDUCTION OF THE SCHOOL YEAR**

There shall be no loss of salary or sick allowance when any member is subject to an emergency reduction of the school year pursuant to R.I.G.L. 16-2-3

## **ARTICLE 22**

### **COURT LEAVE**

An employee who serves on a jury scheduled during the employee's work day shall receive their regular wages for that period of jury service.

## **ARTICLE 23**

### **MILITARY SERVICE**

- 23.1 Any employee who has left or shall leave said position by reason of entering the armed forces of the United States (whether through membership in Reserve of the United States Military or Naval Force or in Rhode Island National Guard or in Naval Reserve or the United States Coast Guard, or by reason of enlistment, induction, commission, or otherwise) and who has held a position in the Narragansett School System for one hundred eighty (180) or more calendar days within the twelve (12) months next preceding such entrance into the armed forces is entitled to and is hereby guaranteed military leave of absence from said position and continuing throughout the duration of said absence required by the continuance of service in the armed forces. Such leave of absence shall be deemed to have expired six (6) months after the date of discharge from or authorized separation from active duty as a member of the armed forces. Re-enlistment or other continued service in the armed forces resulting from a choice by the employee shall serve to cancel such leave.
- 23.2 Any employee on military leave shall be granted yearly salary increases and longevity increases when due in accordance with the conditions of eligibility outlined in these regulations.
- 23.3 At the conclusion of such military leave of absence, the employee shall be returned to his/her position, subject, however, to any law or rule which may hereafter be enacted



affecting such right of return or defining the conditions under which such returns may be made. At the conclusion of each calendar year during such absence, annual leave and sick leave accumulation shall be carried over to the credit of the employee.

## **ARTICLE 24**

### **MILITARY TRAINING LEAVE**

Employees who, by reason of membership in the United States Military, Naval or Air Reserve, or the Rhode Island National Guard, are required by the appropriate authorities to participate in training activities or in active duty as a part of the state military force or special duty as part of the Federal Military Force, shall be granted military training leave with pay not to exceed fifteen (15) work days in any one (1) calendar year. Should the employee be required to participate in such training activities for a period greater than fifteen (15) days, he/she shall be granted leave without pay for this purpose.

## **ARTICLE 25**

### **BULLETIN BOARDS**

The Employer agrees to provide reasonable bulletin board space where only notices of official Union matters submitted by the Union may be posted. Such matters may not be removed from the bulletin board by anyone other than the Union representative.

## **ARTICLE 26**

### **EYEGLASSES**

When an employee has damaged his/her eyeglasses on school system connected work, the Employer shall replace such eyeglasses and contact lenses.

## **ARTICLE 27**

### **HEALTH AND SAFETY**

- 27.1 Should an employee complain that his/her work requires him/her to be in unsafe or unhealthy situations, in violation of acceptable safety regulations, the matter shall be considered in a reasonable period of time by representatives of the Narragansett School System.
- 27.2 Payment will be granted for taking courses authorized by the School Committee or mandated by state or federal regulations in order for an employee to keep his/her job.

## ARTICLE 28

### BUS DRIVER TRAINING

- 28.1 Bus drivers shall be paid their regular hourly rate subject to the provisions of this Agreement for all hours spent at meetings and for service training required by the Employer.
- 28.2 Seniority will not affect bus route assignments. Article 7.2.b shall not apply to bus routes. Normally routes will be posted only when vacant or changed by mutual agreement. This provision does not preclude the Superintendent or his/her designee from making bus route changes that he/she deems in the best interest of the school system. It is also understood that because of shifting pupil population and the need for economy, bus routes may change materially from one (1) year to the next.

## ARTICLE 29

### HEALTH AND WELFARE

- 29.1 All members covered under this Contract who work at least twenty-five (25) hours per week for at least a school year shall be covered by individual or family health program, depending upon his or her marital status. The percentage payment borne by the employer is stipulated in Article 29.2. For the 2011-12 year only, employees who work between 20-25 hours will receive medical and dental benefits.

The employer shall provide a comprehensive medical care plan and dental plan to eligible members upon the execution of this agreement. The provider of such medical and dental care plans shall be Blue Cross/Blue Shield of Rhode Island and Delta Dental of Rhode Island for the first year of this agreement. In subsequent years, the employer may substitute insurance providers for all covered members, provided the coverage is equivalent to that provided in the first year. A benefit summary sheet will be provided to eligible members outlining the details of the plan each year.

All members shall be covered under the Rhode Island Workers' Compensation Act for personal injury arising out of and in the course of his or her employment. In addition, the employer will continue all health, dental and life insurance plans during the period of the member's incapacity.

- 29.2 Each member covered under the terms of this agreement will pay a co-payment for health benefits according to the following:

35+ Hours 52 Weeks	15%
35+ Hours Less Than 52 Weeks	15%
25-34 Hours 180 Days	25%

- 29.3 The co-pay for dental benefits will be 5%. A Family Dental Plan is only available for employees who work a minimum of 35 hrs/52 wks a year. Any employee who desires to be covered by Family Delta Dental shall be permitted to do so by paying the additional cost through payroll deduction.
- 29.4 a. For those employees who are eligible to receive, and have chosen on or before August 31 to be covered by either the family or individual health plan and/or Delta Dental and who choose to waive said coverage, the Committee will pay the employee two thousand seven hundred and eighty-four dollars (\$2,784.00) for a family health plan, nine hundred and thirty-two dollars (\$932.00) for an individual health plan, four hundred dollars (\$400) for a family dental plan, or one hundred thirty-five dollars (\$135.00) for an individual Delta Dental Plan. For those new employees, hired after July 1, 2002, who are eligible for, and have not chosen on or before August 31 to be covered by either the family or individual health plan and/or Delta Dental and who chose to waive said coverage, the Committee will pay the employee \$2,115 for a family health plan, \$410 for an individual health plan, \$380 for a family dental plan, or \$67.50 for an individual Delta Dental Plan. Said payments shall be in separate checks made each year according to the following schedule: (a) one half (1/2) of the buy-back paid at the time of the second pay period in December, and (b) the remaining half (1/2) shall be paid at the time of the second June pay period.
- b. Employees who opt for the buy-back provision shall notify the Human Resources Office by September 15<sup>th</sup> of each school year.
- c. Employees may re-enter the health and dental plans on the open enrollment date of each year. In cases of emergency or when no health coverage exists, employees may re-enter the medical plan before the anniversary entry date with carrier approval.
- 29.5 The School Committee will permit retired employees to continue in the Group Blue Cross and Delta Dental plans to age sixty-five (65) or Medicare eligible, whichever is later, by paying their own Blue Cross and Delta Dental premiums through the Narragansett School System. Retirees will be entitled to purchase Blue Cross/Blue Shield's Healthmate Coast to Coast for Medicare and Delta Dental under this same agreement after they reach the age of sixty-five (65).
- 29.6 All employees covered under this Contract shall have term life insurance provided by the Narragansett School Committee to their salary limits, rounded up to the closest one thousand dollars (\$1,000). Any retired member may purchase term life insurance through the Narragansett School Committee, equal to their salary limit at the time of retirement, rounded up to the closest one thousand dollars (\$1,000).

**ARTICLE 30**  
**WAGES AND LONGEVITY**

**WAGES**

<u>Classification</u>	<u>2022-2023</u>	<u>2023-2024</u>	<u>2024-2025</u>
<u>Secretaries</u>			
6 months	\$21.67	\$22.43	\$22.88
Step 1	\$23.47	\$24.29	\$24.78
Step 2	\$23.95	\$24.79	\$25.29
Step 3	\$26.66	\$27.59	\$28.14
<u>Administrative Secretary</u>	Add .50 per/hr.	Add .50 per/hr.	Add .50 per/hr.
<u>Teacher Assistants</u>			
6 months	\$19.91	\$20.61	\$21.02
Step 1	\$20.99	\$21.73	\$22.17
Step 2	\$22.39	\$23.17	\$23.63
Step 3	\$25.29	\$26.18	\$26.70
<u>Maintenance employee</u>	\$27.75	\$28.72	\$29.30
<u>Custodians</u>			
6 months	\$20.07	\$20.77	\$21.19
Step 1	\$21.53	\$22.28	\$22.73
Step 2	\$22.50	\$23.29	\$23.76
Step 3	\$25.29	\$26.18	\$26.70
<u>Utility Custodians</u>			
6 months	\$20.07	\$20.77	\$21.19
Step 1	\$22.32	\$23.10	\$23.56
Step 2	\$23.70	\$24.53	\$25.02
Step 3	\$26.50	\$27.43	\$27.98
<u>Grounds Maintenance</u>	\$26.52	\$27.45	\$28.00
<u>Bus Drivers</u>			
6 months	\$19.91	\$20.61	\$21.02
Step 1	\$20.99	\$21.73	\$22.17
Step 2	\$22.39	\$23.17	\$23.63
Step 3	\$25.29	\$26.18	\$26.70
<u>**Van Drivers</u>			
6 months	\$17.68	\$18.30	\$18.67
Step 1	\$18.77	\$19.43	\$19.82
Step 2	\$20.18	\$20.89	\$21.31
Step 3	\$22.42	\$23.21	\$23.68
<u>**Bus Monitors</u>			
6 months	\$15.60	\$16.15	\$16.47
Step 1	\$15.91	\$16.47	\$16.80
Step 2	\$16.16	\$16.73	\$17.07
Step 3	\$16.59	\$17.17	\$17.51

After the probationary period, Step 1 shall apply, followed by Steps 2 and 3 in intervals of one (1) year.

Bi-weekly pay periods will be from Thursday to the second Wednesday.

### LONGEVITY

1. Employees who have worked 10 years or more as of July 1, 2011 shall receive longevity as follows:

After four (4) years of service and at the beginning of the fifth (5th) year of service, employees shall receive two dollars and fifty cents (\$2.50) for each year of service to be added to the employees' weekly pay. For employees who work less than 52 weeks per year, longevity will be paid only for the number of weeks the employee is on the active payroll.

2. For all other employees, the following will apply:

- a. Longevity for employees who have worked between 4 and 9 years will be frozen at their 2010/2011 amount. Movement into the tiered system will occur at the anniversary date which provides the employee with an increased amount.
- b. Employees not currently eligible for longevity (between 1 and 4 years of service) and all new employees will be part of the tiered system described below.

<u>Years of Service</u>	<u>Amount</u>
10	\$500
15	\$1000
20	\$2000

### TUITION REIMBURSEMENT

The Narragansett School Committee shall allocate, in its annual budget, an amount not less than four thousand five hundred (\$4,500.00) dollars, to be utilized for adult education courses, professional development opportunities, as well as college tuition reimbursement for all members.

No later than August 1<sup>st</sup> of each year, any employee covered by this Agreement may apply to the Superintendent or his/her designee, for reimbursement of the cost of instructional programs, which will improve the employee's job skills. Employees must submit a course description and a paid receipt, which the Superintendent will review for approval.

Reimbursements are limited to 50% of the total tuition cost or \$500, whichever is greater. In the event that applications received exceed the annual sum appropriated, the Superintendent, or his/her designee, may equally prorate said reimbursements, in which case 50% or \$500 limit may be reduced for each approval.

### PROFESSIONAL DEVELOPMENT

The Narragansett School System may provide in-service training for members of the bargaining unit on release days scheduled through the school year, if funds are budgeted and approved (the Superintendent shall notify the Association President as soon as applicable). Attendance at such

training sessions is required and employees shall receive notification of such training sessions. Second shift personnel may opt to switch assignment to attend such training sessions.

Any member wishing to participate in an approved professional development opportunity shall notify their building principal or designee. No member shall either be denied such a request or uncompensated for their time in said professional development.

## **ARTICLE 31**

### **RETIREMENT**

- 31.1 All employees covered by this Agreement shall continue to receive the pension coverage provided by the Town of Narragansett Pension Plan as defined by Town ordinance.
- 31.2 Effective July 1, 1991, the pension coverage shall be in accordance with the provisions contained in the above ordinance with the following modifications:
- a. The amount of the member's unreduced monthly retirement benefit shall be changed from two (2) percent to two and one-half (2-1/2) percent of the average final compensation multiplied by the member's years of credited service.
  - b. Any member shall be eligible to retire upon the completion of ten years of credited service, provided that such member has attained the age of 58 or at any age after the completion of 20 years of credited service
  - c. Employees who retire on or after July 1, 2002, shall annually receive a compounded cost of living adjustment of three percent (3%) effective July 1 of the year in which they turn fifty-eight (58) years old.
- 31.3 Effective July 1, 2014 employees shall contribute 10% of their wages including longevity benefits as specified in Article 30 of this Agreement to the retirement plan. Longevity pay shall be included in the calculation of average final compensation for the purpose of determining the retirement benefits under the Retirement Ordinance.
- 31.4 Employees hired on or after July 1, 2015:
- a. Shall be eligible to retire upon 10 years of credited service, provided that such employee has attained the age of sixty-five (65) years, or at any age after the completion of twenty-five (25) years of credited service.
  - b. The amount of unreduced monthly retirement benefit shall be equal to two percent 2% of the average final compensation multiplied by the member's years of credited service, to a maximum benefit of seventy-five percent (75%) of the member's average final compensation.
  - c. Employees shall annually receive a compounded cost of living adjustment each July 1st, based on the latest cost of living increase given to social security benefit recipients, if any.

## **ARTICLE 32**

### **DISCHARGE AND DISCIPLINE**

- 32.1 The Narragansett School Committee or its agent, the Superintendent of Schools, shall

have the right to terminate any new employee during the said probationary period.

32.2 With respect to employees who have established their seniority, discharge or discipline of any such employee may be made only for just cause and in accordance with the following provisions:

- a. All charges against an employee pertaining to discharge shall be in writing and signed by the person making the same. One (1) copy of such charge shall be filed with the School Committee Chairperson, one (1) copy with the Union, and a third (3rd) copy with the employee against whom the charges have been made.
- b. In the event the Superintendent or his/her designee suspends, disciplines, or discharges an employee as a result of such charges, the local Union President shall promptly be notified in writing. The Union will have the right to refer the matter to the School Committee grievance level where a hearing will be held as part of the grievance process.
- c. No hearing shall be public except by mutual agreement of the School Committee or its agent, the Union, and the employee involved.
- d. A discharged employee shall be represented by the Union, and the Union shall have the right to designate Counsel to represent it and the employee. In a like manner, the School Committee or its agent and/or any person filing the charges shall have the right to retain counsel.
- e. No material relating to the charges shall be placed in the file unless the employee has had an opportunity to read the material. The employee shall acknowledge that he or she has read such material by affixing his or her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he or she has read the material to be filed, but does not necessarily indicate agreement with its contents. This procedure will also be followed for any material placed in an employee's personnel file.
- f. The employee shall have the right to answer any material filed, and his/her answer shall be attached to the file copy.
- g. The employee, upon request and during regular office hours, shall be permitted to examine his/her file. This inspection shall be in the presence of the Superintendent or his/her designee.
- h. The employee shall be sent a copy of all the material placed in his/her file.
- i. A decision in writing shall be forthcoming from the Committee within five (5) working days after the termination of the hearing. A copy of such decision shall be immediately furnished by registered mail, return receipt requested, to the Union and to the employee involved.
- j. If, at this point, the employee is exonerated, he or she will be restored to service without prejudice and shall be compensated for any loss caused by such suspension or discharge.
- k. In the event the Union feels that the decision of the Committee is an improper one, it shall have the right to refer the matter to arbitration in accordance with Article 33 of the Agreement.

32.3 Subject to the terms and conditions of this Agreement, it is understood and agreed that the Superintendent of Schools shall have the right to exercise his/her powers with reference to any employee in order to make any department more efficient; and in this connection, the School Committee shall have the right to discharge, upon recommendation of the Superintendent of Schools, any employee he/she feels lacks

efficiency in his/her work, or to reduce the number of employees in any department whenever he/she determines that any such department does not need so many employees in it.

- 32.4 The Superintendent shall have the right to discipline any driver issued a moving traffic citation.
- 32.5 To avoid arbitrary firings, when a department head is not satisfied with the performance of work of an employee, the employee shall be counseled in the presence of his/her Union's representative and the Superintendent of Schools in order to help improve the employee's performance of work.
- 32.6 Any complaint regarding an employee made to the Administration by any parent, student, or other person will be promptly and privately called to the employee's attention.

## **ARTICLE 33**

### GRIEVANCE PROCEDURE

- 33.1 Should a grievance arise over the application of any Article by an appointing authority of the employer, it shall be considered a grievance under the terms of this Agreement, and the uses of grievance procedure shall be applicable.
- 33.2 The purpose of the grievance procedure shall be to settle grievances, including problems concerning working conditions, on as low a level as possible and as quickly as possible to insure efficiency and employee morale. This procedure also recognizes the right of any employee to discuss with his/her immediate supervisor and his/her Union representative any grievances or suggestions relative to his/her work.
- 33.3 By means of this procedure, therefore, both the Union and the Employer agree to maintain and improve the present high standards of service to the students and people of the Town of Narragansett.
- 33.4 An employee who has a grievance must submit the grievance in writing to the Union and immediate supervisor within ten (10) work days, or it shall not be considered a grievance under the terms of this Agreement.

STEP 1      An employee who is aggrieved has the right to discuss his/her grievance with his/her immediate supervisor and with or without his/her chosen Union representative. The employee's supervisor shall have seven (7) work days to submit his or her answer in writing to the aggrieved person, and a copy of that answer shall be submitted to the Union.

STEP 2      In the event the grievance is not satisfactorily resolved with the immediate supervisor, the aggrieved and/or his or her representative shall submit a grievance form in duplicate to the Superintendent of Schools within fifteen (15) days. The Superintendent of Schools or his/her designee shall have five (5) working days in which to give his or her answer in writing to the Union.



STEP 3 If the aggrieved person is not satisfied with the disposition of his or her grievance at Step 2, the Union will refer it to the School Committee within fifteen (15) working days. The Committee will hear the grievance prior to their next regularly scheduled meeting and render a decision with ten (10) working days after the hearing.

STEP 4 If the grievance is still unsettled, either party may, within fifteen (15) days after the reply is due, by written notice to the other, request arbitration. The arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the American Arbitration Association shall be requested by either or both parties to provide an arbitrator. The decision of this arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony and argument. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law. The arbitrator shall have no power to alter, add to, or detract from the provisions of this Agreement. Expenses for the arbitrator's services shall be borne equally by the employer and the Union.

33.5 Aggrieved union employees shall be guaranteed the right to Union representation during the course of the grievance procedure. It is recognized that no procedure can possibly foresee all situations that might occur. It is further recognized that this procedure will be effective only as the good faith of both parties concerned. To this end, it shall be incumbent upon all parties to seek to settle all grievances and disputes that arise at the lowest level possible.

33.6 One (1) Union officer and one (1) steward shall be granted sufficient time off during working hours to investigate and process grievances without loss of pay. Such investigations and processing of grievances shall be conducted on school property. They shall also be granted time off to negotiate new contract proposals.

## **ARTICLE 34**

### **TWELVE MONTH EMPLOYEES**

The Union President and Superintendent of Schools or his/her designee shall meet to discuss those twelve (12) month employees who may be offered the option of working less than a twelve (12) month period, with changes in their respective job descriptions. Any such offer shall be accepted on a voluntary basis, i.e., he/she shall be free to reject the offer to refuse to volunteer if a general request is made by the Administration.

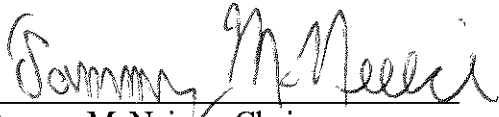
## ARTICLE 35

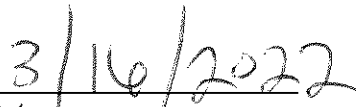
### DURATION

The provisions of this Agreement will be effective as of July 1, 2022 and will continue and remain in full force and effect until June 30, 2025.


IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

#### **FOR THE NARRAGANSETT SCHOOL COMMITTEE**

  
\_\_\_\_\_  
Tammy McNeiece, Chairperson

  
\_\_\_\_\_  
Date

#### **FOR NARRAGANSETT EDUCATIONAL SUPPORT PROFESSIONALS NEARI/NEA**

  
\_\_\_\_\_  
Darren Smith, President

\_\_\_\_\_  
Date

MEMORANDUM OF AGREEMENT

BETWEEN

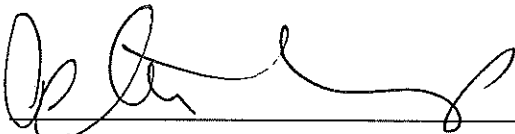
THE NARRAGANSETT EDUCATION SUPPORT PROFESSIONALS

AND

THE NARRAGANSETT SCHOOL COMMITTEE

This Agreement is entered into this 4<sup>th</sup> day of March, 2022 by and between the Narragansett Educational Support Professionals ("the Union") and the Narragansett School Committee ("the Committee") to address delayed school openings and early school dismissal procedures for Teaching Assistants.

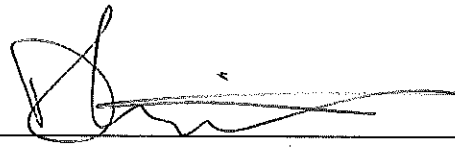
1. All 180/200 classified/support staff are allowed to report to their administrator, to receive assignments, at their normally scheduled time and will be paid accordingly.
2. If staff reports to work at the delayed opening time they will be paid for the hours they work.
3. Sick time is not to be used to cover any of the above time.
4. All members (employees) are entitled their contracted hours.
5. We acknowledge that any voluntary non-worked hours will NOT be paid. No work will be made up at the end of June 2022 or after the 180-day contracted year.



For the Committee

3/14/22

Date



For NESP

3/14/2022

Date



MEMORANDUM OF AGREEMENT

BETWEEN

THE NARRAGANSETT EDUCATION SUPPORT PROFESSIONALS

AND

THE NARRAGANSETT SCHOOL COMMITTEE

This Agreement is entered into this 10<sup>th</sup> day of March, 2022 by and between the Narragansett Educational Support Professionals ("the Union") and the Narragansett School Committee ("the Committee") to address procedures for Transportation staff on distance learning days, due to inclement weather.

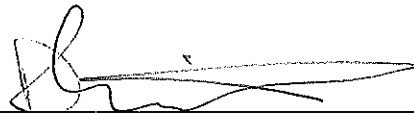
1. All Transportation classified/support staff are allowed to report to their administrator, to receive assignments and will be paid for their contracted hours.
2. If staff chooses not to work and wishes NOT to discharge time, they will not be paid for said day.
3. If staff chooses not to work but still wishes to be paid they shall discharge either personal or vacation time.
4. If staff chooses to discharge a sick day, a doctor's note will be required.
5. All members (employees) are entitled their contracted hours.
6. We acknowledge that any voluntary non-worked hours will NOT be paid. No work will be made up at the end of June 2022 or after the 180-day contracted year.

*Peter J. Cummings, Ed.D*

For the Committee

Mar 10, 2022

Date



For NESP

3/14/2022

Date

