

CONTRACT  
BETWEEN  
THE SCHOOL COMMITTEE OF THE  
CITY OF WOONSOCKET RHODE ISLAND  
AND  
WOONSOCKET TEACHERS' GUILD, AFT, LOCAL #951  
(PARAPROFESSIONALS' CHAPTER)  
*JULY 1, 2021 – JUNE 30, 2024*

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## **ARTICLE I - SCOPE OF AGREEMENT**

This Agreement shall apply to all paraprofessionals, 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. The terms "employee," "member," and "paraprofessional" shall be used interchangeably throughout this Agreement. The terms "Committee" and "Department" shall mean the Woonsocket School Committee and the Woonsocket Education Department, respectively.

## **ARTICLE II - UNION RECOGNITION**

### **2-1 Section 1: Sole Agent**

The Committee 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 Membership in the Woonsocket Teachers' Guild, AFT, Local #951 (Paraprofessional Chapter) (hereafter "Guild") shall be determined by each individual employee." The Committee agrees to deduct dues to be paid to the Association from the salaries and/or wages of those persons who are members of the Guild (hereafter "Members"), provided that each such Member individually and voluntarily authorizes the Committee to do so in writing. A copy of each such written authorization shall be maintained in the personnel file of each Member. The Guild will notify the Department thirty (30) days prior to any change in the dues amount to be deducted from a Member's salary and/or wages. The Department will discontinue such deductions if notified by the Guild in writing. If the Department receives such notification from the employee directly, it shall discontinue deductions and refer the employee to the Guild.

2-2.2 The Guild is fully responsible for any objection by the employee regarding his or her dues, fees, and assessments. The Guild shall indemnify, defend, and hold harmless the Committee against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and for any and all legal costs that may arise out of or by reason of action taken or not taken by the Committee in complying with this Article. If an improper deduction or failure to make such deduction occurs, the Guild shall deal directly with its Member to make whatever refund or deduction the Member and Guild deem just.

### **2-3 Section 3: Officer Attendance**

In instances where the attendance of an officer of the Guild 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 Guild 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, sexual orientation, gender identity or expression, 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, sexual orientation, gender identity or expression, 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 Committee and Department possess 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:

- a. Hire, assign, or transfer paraprofessionals;
- b. Determine the educational policies of the school system;
- c. Determine the methods, means, and number of personnel needed to carry out the educational policies entrusted to the Committee by law;
- d. Introduce new or improved methods or facilities;
- e. Change existing methods or facilities;
- f. Establish and require adherence to rules and regulations;
- g. 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).

##### **180 Days Longevity**

<b>Completion Years</b>	<b>of</b>	<b>Rate</b>
<b>10-14 Years</b>		<b>1,750.00</b>
<b>15-19 Years</b>		<b>2,050.00</b>

<b>20-24 Years</b>	<b>2,750.00</b>
<b>25-29 Years</b>	<b>3,950.00</b>
<b>30+ Years</b>	<b>4,200.00</b>

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 fewer days in a given school year shall not advance on the salary scale.

<b>FY 2021</b>			<b>FY 2022</b>	
Step	Pay Rate		Step	Pay Rate
1	20,390		1	20,900
2	20,692		2	21,209
3	20,996		3	21,521
4	21,300		4	21,833
5	22,366		5	22,925
6	23,278		6	23,860
7	24,343		7	24,952
8	24,495		8	25,107
9	24,646		9	25,262
10+	25,181		10+	25,811

<b>FY 2023</b>			<b>FY 2024</b>	
Step	Pay Rate		Step	Pay Rate
1	21,527		1	22,280
2	21,845		2	22,610
3	22,167		3	22,943
4	22,488		4	23,275
5	23,613		5	24,439
6	24,576		6	25,436
7	25,701		7	26,601
8	25,860		8	26,765
9	26,020		9	26,931
10+	26,585		10+	27,515

#### **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 Rhode Island 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, 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 may count towards the annual professional development hour requirements for one time only. Those participants in workshops, who are being compensated for attending the workshop, may not be able to have those hours count toward their annual professional development hours.

Any other professional development program requires preapproval from the Superintendent or designee in order for it to count toward the paraprofessional's 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. A paraprofessional denied such preapproval may bring the matter to a Paraprofessional Professional Development Advisory Team ("Advisory Team"), comprised of three representatives from the Administration and three representatives from the Guild. This Advisory Team may meet with the paraprofessional to review his or her objection(s) to the denial of the preapproval, and make an advisory recommendation concerning the objection(s). If the recommendation is to deny the preapproval, then the denial by the Superintendent or designee becomes final; if the recommendation is to reconsider the denial, then the Superintendent himself or herself (not the designee) shall consider the recommendation, and either affirm the denial or overrule the denial and grant preapproval. In all instances, the Superintendent retains the final authority to decide whether to grant or deny such preapproval, which authority is an exercise of his or her professional judgment and discretion as to the professional development that may be most effective in serving the needs of the students and carrying out Committee educational policy.

Any employee who completes the annual professional development requirement set forth above may thereafter be compensated at the rate of \$20 per hour for approved professional development (including workshops offered to teachers when space is available), according to established guidelines. Trainers may receive \$35.00 per hour.

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 for it to count for that academic year. Exceptions to this requirement must be appealed in writing to the Superintendent or his/her designee.

#### **4-4 Section 4**

All paraprofessionals 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-two (22) 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 \$25.00 per hour in Before and After School Programs.

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 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, only after approval of the plan by the Guild.
- c. All active employees covered through the Woonsocket Education Department medical plan will make a 20% co-share payment of the Premium or working rate for medical coverage. The co-share 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.
- d. Vision Plan as described in Attachment 2 to this Agreement.

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 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 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, 2024 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 thirty thousand (\$30,000) dollars at no cost to the employee for those active as of July 1, 2021. Additional amounts can be purchased by the employee at the full premium rate.

**5-4 Section 4: Workers' Compensation**

All employees covered by this Agreement shall be covered by the Workers' Compensation Act of Rhode Island. The Committee agrees to the policy of paying the difference between Workers' Compensation awards and the employee's regular base pay as follows:

- 5-4.1: During the initial one (1) year period during which an employee is collecting workers' compensation, the Department will pay the employee the difference between his or her regular base pay and the amount awarded through workers' compensation, without deduction from sick leave. The Department will determine this differential amount through direct communication with its third-party administrator.
- 5-4.2: After this initial one (1) year period, if the employee continues to collect workers' compensation, the Department will pay the employee the difference between his or her regular base pay and the amount awarded through workers' compensation by drawing upon and making deductions from the employee's sick leave account, until that account has been exhausted. Employees without accrued sick leave shall be treated as if on an unpaid leave of absence and shall receive only workers' compensation pay. If deductions from the workers' compensation pay appear to exceed adjusted gross pay, deductions will be taken in the following order: FICA/FICA-Med; pension; all taxes; garnishments; health insurance co-share payment; union dues; and then, any other voluntary deductions.
- 5-4.3: Sick leave shall not accrue while the on-the-job injury continues and vacation time will be frozen.
- 5-4.4 Employees should notify the Department in writing as soon as possible, preferably within two working days of the alleged injury. Such notification shall include the date of alleged injury and all circumstances in connection therewith.

**5-5 Section 5: Sick Leave**

- 5-5.1 Sick leave with pay shall be granted to employees covered by this Agreement. Sick leave with pay is hereby defined to mean a necessary absence from work due to illness, injury, or exposure to contagious disease of the employee himself or herself. In addition, an employee is entitled to discharge sick leave in the case of illness in the immediate family (father, mother,



son, daughter, spouse (to include domestic partners)), or the dependent relative living in the same household.

- 5-5.2 Paraprofessionals shall earn sick leave on an accrual basis (1.5 days upon completion of each month of service) throughout their probationary term (180 work days), provided however, that if a paraprofessional begins work after the start of the school year, he or she shall continue to earn sick leave on an accrual basis through the end of the next school year. (Example: if a paraprofessional begins in December 2019, he or she will continue to earn sick leave on an accrual basis until June 30, 2021). Thereafter, Paraprofessionals shall be awarded fifteen (15) sick days at the start of each school year, on or about September 1st. Paraprofessionals on an unpaid leave status or absent due to work related injury shall not be credited with any sick leave time, but if he or she returns during the school year, shall receive a pro-rated award to reflect the amount of time worked during the school year. On or about June 30, at the close of the school year, any unused portion thereof shall be added to the Paraprofessional's accumulated balance but that cumulative balance cannot exceed two hundred (200) days. Upon request, each Paraprofessional shall receive notice of his/her accumulated sick leave.
- 5-5.3 If a paraprofessional is absent for more than five (5) consecutive days, then he or she shall submit certification from their health care provider to the Superintendent on a form to be provided by the Department, which in the case of a leave that qualifies under the Family and Medical Leave Act ("FMLA"), shall be on a FMLA Certification Form, also to be provided by the Department. If the case of a lengthy illness that continues beyond the period of job-protected leave set forth under the FMLA or the Rhode Island Parental and Family Medical Leave Act ("RIPFMLA"), i.e., 12 or 13 weeks) (hereafter "Long-Term Medical Leave"), the teacher shall submit Certification every fifteen (15) days on a form to be provided by the Department; this Certification, to be signed by the health care provider and the teacher, shall include responses to all lawful inquiries regarding the medical or health condition necessitating the leave, the anticipated duration of the leave, and any reasonable accommodations, other than a continued leave of absence, that might enable the teacher to return to work.
- 5-5.4 If a paraprofessional 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 paraprofessional's regular cumulative balance has been exhausted.
- 5-5.5 Paraprofessionals may convert Bonus Days to compensation at the minimum substitute rate for each day. Paraprofessionals may cash in an amount of bonus days equal to double the amount earned in the previous school year. Requests must be made in writing no later than December 31.

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

- 5-6.1 In the event of the death of parents, siblings, spouse/domestic partner, children, grandchildren, in-laws, or close family relative, the member shall be allowed up to five (5) days of leave without loss of pay.

- 5-6.2 A paraprofessional may be absent and shall continue to receive full pay if called to service for jury duty, or to comply with a court order, provided that this section shall not apply if the paraprofessional is appearing to answer a criminal charge brought against him/her or in a civil action in which he/she is a party, unless such civil charge is for a work-related matter, in which case section 5-6.3 shall apply.
- 5-6.3 A paraprofessional shall be granted the time necessary to appear in court in any legal proceedings arising from his/her employment with the Department if he/she is required by law to attend.
- 5-6.4 Paraprofessionals shall be afforded up to three (3) days' absence per year for their observance of religious holidays.
- 5-6.5 A paraprofessional called for selective service physical and/or mental examination shall be excused without loss of pay.
- 5-6.6 A paraprofessional 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.
- 5-6.7 A paraprofessional 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. A paraprofessional may carry forward to a subsequent year a maximum of four (4) personal days from any and all prior years. Thus, paraprofessional can never have more than six (6) personal days in any year.
- 5-6.8 At the discretion of the Superintendent 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.
- 5-6.9 In the event a paraprofessional 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.
- 5-6.10 ***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 days(s). Such requests shall be made by May 31.***
- 5-6.11 Certification. Any paraprofessional who is subject to federal, state, or local quarantine or isolation order or to a similar directive from the Rhode Island Department of Health ("RIDOH") or the federal Centers for Disease Control (hereafter "Quarantine"), shall submit certification of the need for quarantine to the Superintendent, or his/her designee, on a form to be provided by the WED, which certification shall include information regarding any positive test result, with the date of test and or close contact with another person who has tested positive, with the date of close contact and relationship to close contact. Any paraprofessional who is found to have intentionally provided inaccurate information about the need for Quarantine, which is set forth and defined by the RIDOH shall forfeit the right to paid leave as set forth paragraph below and may be subject to disciplinary action.

- a. Remote Work. The Department may assign any paraprofessional who is subject to Quarantine to those work-related duties that can be carried out remotely while under Quarantine.
- b. Quarantine Leave. If there are no such work-related duties available or appropriate for that member, or if a member is unable to carry out any work-related duties because the member is incapacitated by the condition that is the basis for quarantine, including that he or she has contracted an infectious disease because of a "Pandemic" as defined by the World Health Organization or other comparable body ("Infectious Disease"), then the member shall be on paid leave for the duration of such Quarantine (hereafter receiving "Quarantine Leave"), and shall not be required to discharge any accrued sick leave, provided however, the member shall not accrue additional sick leave while on Quarantine Leave.
- c. Travel. This provision affording Quarantine Leave shall not apply to paraprofessionals who travel to a Travel Restriction Area, as set forth by the RIDOH, unless that paraprofessional must travel to such Area to address a personal emergency, provided that the paraprofessional provides timely notice and evidence of the emergency to the Superintendent. Except for those paraprofessionals whom the Superintendent or designee has thereby authorized to travel to a Travel Restriction Area for a personal emergency, paraprofessionals who travel to a Travel Restriction Area must, upon re-entry to Rhode Island, remain under self-quarantine for the full duration of the period set forth by the RIDOH and shall not return to work in person with only a negative test result; moreover if the Department does not or cannot assign remote work to the paraprofessional, because such work is not available or not appropriate, then the paraprofessional shall discharge his or her accrued sick leave for the full period of the mandated Quarantine.
- d. Infectious Disease Leave. If a paraprofessional becomes ill from the Infectious Disease, and is unable to carry out work-related duties as a result of that illness, he or she shall submit written verification of the diagnosis from a health care provider and be placed on paid leave retroactive to the date the paraprofessional isolated pending the positive result ("Infectious Disease Leave") for the duration of the illness or until he or she is able to work remotely or in person. The Department shall retain the right to require the member to be examined or have his or her medical records reviewed by a health care provider selected and paid by the Department to validate the diagnosis. The paraprofessional shall be permitted to return to work in accordance with the guidance/directives by the RIDOH. A paraprofessional on Infectious Disease Leave shall not be required to discharge any accrued sick leave, provided however, that the person shall not accrue any additional sick leave during such leave. Infectious Disease Leave shall run concurrently with any and all leave provided for under federal or state law, including without limitation the Americans with Disabilities Act and the Family and Medical Leave Act, but in no event shall a paraprofessional be entitled to payment under any such laws in addition to payment under this provision. Any paraprofessional who is found to have intentionally provided inaccurate information regarding his or her illness shall forfeit the right to paid leave and may be subject to disciplinary action.

**5-7      Section 7: FMLA/RIFMLA and Parental Leaves**

- 5-7.1      A paraprofessional on a leave of absence in accordance with the FMLA and/or the RIFMLA, for whatever reason as authorized under those laws, shall be required to discharge their accrued sick and personal leave, after which their leave shall be unpaid unless eligible for the sick bank.
- 5-7.2      Paraprofessionals on FMLA/RIFMLA Leave shall continue to receive health care coverage under the group plans provided through the Committee and in effect for the duration of that leave, irrespective of whether they have accrued sufficient sick/personal time to discharge for the duration of that leave, provided that they continue to make the required co-share contribution to the cost of that health insurance. If a paraprofessional is on a leave of absence as an accommodation as authorized under the Americans with Disabilities Act ("ADA Leave"), which leave extends beyond the 12 or 13-week period authorized under the FMLA/RIFMLA, then the employee shall receive health care coverage subject to the co-share set forth in Article V for as long as the he or she has sick/personal time to discharge, after which the employee will be on unpaid leave, unless eligible for the sink bank, and may elect to continue to receive health care coverage for the remaining period of ADA Leave under the group plans provided through the Committee and in effect, on the condition that the employee pays the full cost of that insurance at the "working rate," in advance of each calendar month.
- 5-7.3      Paraprofessionals shall be granted a leave of absence for up to one (1) calendar year for childrearing of natural, fostered, or adoptive children of pre-school age (age 6 or under) ("Parental Leave"). This leave shall be inclusive of and run concurrently with any leave to which an employee may be entitled pursuant to the FMLA and the RIFFMLA. An employee on Parental Leave shall discharge his or her sick and personal time until the FMLA/RIFFMLA Leave is ended, provided that once he or she has exhausted sick and personal leave, and is on unpaid leave, the employee may elect to continue to receive health care coverage for the remaining period of Parental Leave under the group plans provided through the Committee and in effect, on the condition that the employee pays the full cost of that insurance at the "working rate," in advance of each calendar month. An employee on Parental Leave must provide notice by no later than May 1<sup>st</sup> if he/she seeks to return the next school year.

**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 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 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.
- 5-8.3.1.1      Whenever a paraprofessional 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 paraprofessional. The paraprofessional on leave, if and when he/she returns to work, would then be assigned to replace the least senior paraprofessional at the time of his/her return.

- 5-8.3.1.1.2 Medical coverage shall be provided to paraprofessionals 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 Department.

**5-9 Section 9: Retirement Benefit:**

- 5-9.1 Paraprofessionals shall receive health care benefits in retirement as set forth in the chart below. In all instances, as a condition of receipt of such benefits, the paraprofessional must be eligible for and retire on a pension under the Rhode Island retirement system (Municipal Employees' Retirement System of the State of Rhode Island).

If at time of retirement, retiree has served:	→Then retiree receives:	<u>But</u> if he/she has retired before 7/1/2021, then:
1. 28 yrs in WED, 27.5 of those yrs. in RI retirement system; <u>and</u> 2. 20 yrs as para in WED	One (1) individual health plan subject to 20% co-share; (But if hired on/after 7/1/13, then subject to 50% co-share)	One (1) individual plan, subject to 20% co-share.
1. 32 yrs in RI retirement system; <u>and</u> 2. 20 yrs as para in WED	One (1) individual health plan subject to 20% co-share; (But if hired on/after 7/1/13, then subject to 50% co-share)	Two (2) individual plans, subject to 20% co-share.
1. 35 yrs in RI retirement system; <u>and</u> 2. 25 yrs as para in WED	Plan 65 w/o prescription rider, subject to 20% co-share.	

- 5-9.2 This co-share 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 For or those who meet the eligibility requirements for a non-Medicare plan, the maximum duration of coverage shall be until the retiree attains the age of sixty-five (65) years or for six (6) years, whichever occurs first.
- 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 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 Department of such loss, ineligibility, or unavailability, provided the retiree is otherwise eligible.
- 5-9.6 The retiree annually shall provide the 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 Department not later than August 1 each year. Failure to provide the required declaration by August 1 shall relieve the Department from having to provide and pay for this coverage for the retiree for that year and until compliance for future years.

- 5-9.8 Paraprofessionals with at least 25 years of continuous service to Department 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 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 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 or a position with Local 1137 with the Department shall carry over all unused sick days and personal days. Seniority shall not carry over to the teaching or Local 1137 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 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 Committee, 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: Breaks**

7-1.1   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 subject to objection by the principal.

7-1.2   Each paraprofessional shall be given a period of time, duty free, equal to the normal lunch period in their school for lunch.

### **7-2    Section 2: Personal Tasks**

7-2.1   No paraprofessional shall be required to perform personal errands and tasks for other members of the staff.

7-2.2   Paraprofessionals shall not be required to perform the normal functions assigned to the custodial staff.

### **7-3    Section 3: School Day Transfer Travel Policy**

7-3.1   In the event that during the school day a transfer is made and the paraprofessional does not have his/her own car for transportation, then the Department will provide transportation to the new work site for that school day.

### **7-4    Section 4: Parking Facilities**

When parking facilities are available for teachers in an existing school location, such facilities shall also be available to paraprofessionals.

### **7-5    Section 5: 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.

### **7-6    Section 6: 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.

**7.7 Section 7: Reporting Absences**

Absences of paraprofessionals are to be reported at least 90 minutes prior to the start of their respective scheduled work-day. In the event the paraprofessional reports after 90 minutes but before the scheduled school time, he or she must report by contacting the Human Resources Department directly.

**7-8 Section 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 district approved educational courses which require their attendance during an afternoon session will be excused to fulfill course obligations with the prior notification to the Superintendent. Verification of enrollment will be required.

**8-5 Section 5:**

Paraprofessionals 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 Department goals and related to the paraprofessional's job responsibilities. Prior to taking a course, the paraprofessional must obtain written approval from the Superintendent in order to be eligible to receive this stipend. Requests for salary entitlements for paraprofessionals 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. Paraprofessionals who have earned applicable credits, subject to the criteria specified above, prior to June 30, 2003 may not submit those credits for reconsideration.

**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**

**10-1.1** 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.

**10-1.2** 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.

**10-1.3** A grievant shall mean either:

- a. an individual employee,
- b. a group of employees having the same grievance, or,
- c. the Guild.

**10-1.4** The written grievance charge shall set forth specifically the act(s) or condition(s) giving rise to the grievance.

**10-1.4.1** 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**

10-2.0 Grievances shall be presented and adjusted in accordance with the following procedures:

10-2.1 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.

10-2.2 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.

10-2.3 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.

10-2.4 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.

10-2.5 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 Committee.

10-2.6 The Committee 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.

10-2.7 In any step of the process between 10-2.02 to 10-2.06 if a decision is not rendered by Administration by the due date, the guild may appeal the grievance to the next level with the understanding that inaction by Administration is denial of the grievance for these purposes.

**10-3 Section 3: Grievance Arbitration**

10-3.1 Within thirty (30) days from receipt of the decision of the Committee, if unsatisfied, the Guild shall submit the matter to arbitration, either to the American Arbitration Association, or a mutually agreeable alternative service. The parties shall follow the procedural rules of AAA or that alternative service. All fees and expenses of arbitration shall be borne equally by the Guild and the Committee.

10-3.2 The decision of the arbitrator shall be final, and no appeal shall lie therein except as set forth in Title 28, Chapter 9 of the Rhode Island General Laws.

**10-4 Section 4: Communications**

- 10-4.1 All communications shall be by electronic mail with proof of receipt 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 Committee and the Guild or (b) until June 30, 2021.

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. 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 Committee if he/she requests one. Written charges as mentioned above shall be made before the School 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 Department must be at least high school graduates and/or have the school equivalency certificate in addition to meeting required State regulations.

The Committee 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.

**12-2 Section 2: School Year Transfers, Appointments and Assignments**

- 12-2.1 If a paraprofessional position becomes vacant or a new paraprofessional position becomes available at any time within the period ending eight (8) days after the end of the annual personnel assignment and reassignment meeting set forth in Section 3, which meeting shall take place on the second to the last Friday in August, and there are no paraprofessionals on layoff status, then the Superintendent shall fill that position by hiring an external candidate, who shall fill that position for a limited period concluding with the end of the school year. The position shall then become vacant and available to be filled through the annual personnel assignment and reassignment process.
- 12-2.2 If there are paraprofessionals on layoff status, then the Superintendent shall fill any vacant position or new position that becomes available at any time during the school year (hereinafter in this section 12-2.3 to be the "Vacant Position") with the most senior paraprofessional on layoff status ("Paraprofessional No. 1"), if after an individualized determination the Superintendent concludes that Paraprofessional No. 1 will be an effective person to fill the Vacant Position. However, if the Superintendent determines that Paraprofessional No. 1 will not be an effective person to fill the Vacant Position, then the Superintendent shall invite all qualified paraprofessionals to apply through an internal posting. If only one candidate applies ("Internal

Candidate"), the Superintendent shall fill the Vacant Position with the Internal Candidate, and shall fill the position to be vacated by the Internal Candidate ("Vacated Position A), with Paraprofessional No. 1, unless either: (a) the Superintendent determines that one or both of Paraprofessional No. 1 and/or the Internal Candidate will not be effective in the positions into they would be placed, or (b) if no Internal Candidate applies; in either instance, the Superintendent shall then use his/her involuntary transfer authority to fill the Vacant Position and return Paraprofessional No. 1 from layoff status through the process as follows. The Superintendent shall identify a paraprofessional currently serving in a position in the Department who if involuntarily transferred into the Vacant Position, would result in effective reassignments for the students to be served in both settings, meaning that both the paraprofessional to be involuntarily transferred ("Paraprofessional No. 2") and Paraprofessional No. 1 would both serve effectively in their respective positions. The Superintendent would then transfer Paraprofessional No. 2 into the Vacant Position, and place Paraprofessional No. 1 in the position vacated by Paraprofessional No. 2 (Vacated Position B). If more than one internal candidate applies, the Superintendent shall fill both the Vacant Position and the position to be vacated ("Vacated Position C") by making an individualized determination of who among the candidates will be most effective in each position, i.e., who would fill the Vacant Position to result in the "best fit" between the Vacant Position and the successful internal candidate, and Vacated Position C and Paraprofessional 1.

- 12-2.3 The Superintendent or his/her designee may transfer and/or temporarily assign paraprofessionals to report to school buildings where they may be required to replace absent paraprofessionals or to provide various services.
- 12-2.4 The Superintendent or his/her designee may transfer a paraprofessionals from one classroom to another within a school or project.
- 12-2.5 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.
- 12-2.6 Nothing herein shall prevent the transfer of paraprofessionals within job classifications involuntarily, for the good of Department. Whether just cause exists for an involuntary transfer shall be subject to the grievance procedure of this Agreement. The sole and exclusive means of challenging an involuntary transfer shall be to the Superintendent within fourteen (14) calendar days of notice of the decision to transfer, and if the Guild remains unsatisfied, to appeal to the Committee within ten (10) calendar days after notice of the Superintendent's decision. The Committee's decision is final and shall not be subject to arbitration.
- 12-3 Section 3: Annual Personnel Assignments and Reassignments**
  - 12-3.1 By a time designated by the Superintendent, but no later than thirty (30) days prior to second to the last Friday in August, the Department will identify a list of known vacancies or new positions for paraprofessionals for the forthcoming school year. That list will be posted. The Department will make every effort to identify those classes, programs and/or schools anticipated to close. The Department and the Guild will review this list prior to distribution.
  - 12-3.2 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 referenced in section 12-3.1.

- 12-3.3 Employees shall be notified if it is known that they are not going to be rehired no later than one (1) week prior to the posting of vacancies and/or new positions referenced in section 12-3.1.
- 12-3.4 Within two weeks of the posting, 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.
- 12-3.5 At the same time paraprofessionals will submit a Candidate Information Sheet and such relevant supporting documents showing contributions as they may wish.
- 12-3.6 The Department shall convene a meeting by no later than the last Friday in August to which all candidates will be invited. The job openings to be filled at that meeting shall be posted seven (7) days in advance if possible."
- 12-3.7 At the meeting, an equal number of Department administrators and Guild representatives will review the candidates for each opening, and rank the candidates in order of expected performance based upon the following criteria: (i) Experience; (ii) Qualifications; (iii) Past Job Performance (evaluations and references); (iv) Relevant supporting documents provided by the paraprofessional. The team may conclude that an interview should be conducted, and if so, will recommend the same.
- 12-3.8 The Superintendent or designee will review the documentation forwarded by the teams and will (a) where he/she concludes that two or more candidates are equally qualified, assign on the basis of seniority, (b) schedule interviews or (c) assign the candidate that he/she deems most qualified.

**12-4 Section 4: Change in Assignment**

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

**12-5 Section 5: Posting Positions**

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

Paraprofessionals working in an **extended** year program and paraprofessionals 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 paraprofessionals. Paraprofessionals who are in a substitute capacity for the summer programs will only be eligible for their contractual wage and no other benefits.

**12-6 Section 7: Seniority**

Seniority shall be the determining factor in job assignments where all other qualifications are equal. Each year, updated seniority lists shall be provided to the Guild by July 15<sup>th</sup>.

## **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, **2021** and shall continue in effect until June 30, **2024**.

### **13-4 Section 4: Negotiations**

13-4.1 Requests in writing to reopen negotiations shall be mailed to the other party on or before December 1, **2023**, and negotiations to effect a new contract shall commence on or before December 10, **2023**, 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 the contract. The Committee 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 Committee 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, 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 Guild and the Department shall jointly and cooperatively plan and establish a training program for paraprofessionals seeking employment with the Department.

17-1.2 The Task Force established by the Guild and the 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 paraprofessional to cover classes of regularly assigned paraprofessionals 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 a paraprofessional training program and/or have met all state and federal requirements for employment as a paraprofessional shall be eligible for permanent positions as vacancies occur.

17-2.2 A trained paraprofessional 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 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 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:** The parties agree to meet and confer by a date to which they mutually agree to consider reforming the process for implementation of the Sick Leave Pool to include compliance with all federal and state laws governing the disclosure of health and medical information, and other matters.

#### **Section B-II: 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-III: 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-IV: 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. Upon approval of these By-Laws by the Union Executive Board and the School Committee all members will be asked within thirty (30) days from the date of approval, to fill out a form authorizing the Superintendent and the Woonsocket School Committee to withdraw two (2) sick days from his/her total sick leave, and to transfer these two (2) days to the Sick Leave Pool. In future years, only new personnel will be asked to fill out his/her form, and this must be done within thirty (30) days from the beginning of their employment in the Woonsocket Education Department. A member who fails to join the Sick Leave Pool in accordance with these provisions shall forfeit all future use of the pool.

**Section B-V: 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 for a specific amount of days and 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 up to the amount of approved days 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-VI: 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 Committee, these By-Laws are not subject to change or amendment without the prior approval of the Union Executive Board, the Committee 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 Committee which should take place at the first meeting of the Committee 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 Guild will work with the Department to accommodate concerns that the 1-on-1 teacher assistant will be a good match for the student.*

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

**TRANSLATION SERVICES**

The Committee agrees to review the need for translation services to serve family members who are not fluent in English, and to consider the development of a stipend to be paid to certain paraprofessionals who satisfy certain proficiency-based criteria, who regularly assist in the provision of services.

AGREED TO BY:

WOONSOCKET SCHOOL COMMITTEE

By: Paul A. Bouquet

Date: 8/11/21

WOONSOCKET TEACHERS' GUILD

AFT, LOCAL #951

(American Federation of Teachers;  
Paraprofessionals Chapter)

By: Robert J. Stewart

Date: 8/11/21