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August 28, 2014

Michael Marcello, City Solicitor  
Woonsocket City Hall  
169 Main Street  
Woonsocket, RI 02895

Re: Woonsocket Education Department & Woonsocket Teachers' Guild, Local 951  
Collective Bargaining Agreement 7/1/13-6/30/18

Dear Mike:

Enclosed please find an original executed Collective Bargaining Agreement for your records.

Thank you for your attention to this matter.

Very truly yours,

*Tim (mq)*  
Timothy C. Cavazza

Enclosure

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**CONTRACT**

**BETWEEN**

**THE EDUCATION DEPARTMENT**

**OF THE  
CITY OF WOONSOCKET, RI**

**AND THE**

**WOONSOCKET TEACHERS' GUILD  
LOCAL #951**

**AMERICAN FEDERATION OF TEACHERS  
AFL-CIO**

**JULY 1, 2013 - JUNE 30, 2018**

**WOONSOCKET TEACHERS' GUILD NEGOTIATION TEAM**

Jeffrey W. Partington  
President

Roxane Cary  
Executive Vice President

Robin Murphy  
Middle School Vice President

Glenn Boisvert  
Team Member

Charleen Gauvin  
Team Member

Christopher Williamson  
Team Member

**WOONSOCKET SCHOOL COMMITTEE**

Vimala Phongsavanh  
Chairperson

Eleanor Nadeau  
Vice-Chairperson

John V. Donlon  
Committee Member

Anita McGuire-Forcier  
Committee Member

Christopher M. Roberts  
Committee Member

**SCHOOL COMMITTEE NEGOTIATION TEAM**

Giovanna M. Donoyan, Ph.D.  
Superintendent of Schools

Vimala Phongsavanh  
Chairperson

Eleanor Nadeau  
Committee Member

Christopher M. Roberts  
Vice-Chairwoman

**CONTRACT BETWEEN  
 THE SCHOOL COMMITTEE  
 OF THE  
 CITY OF WOONSOCKET, RI  
 AND THE  
 WOONSOCKET TEACHERS' GUILD  
 LOCAL #951  
 AMERICAN FEDERATION OF TEACHERS AFL-CIO  
 July 1, 2013 – June 30, 2018**

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The School Committee of the City of Woonsocket, Rhode Island, hereinafter called "the Committee" and the Woonsocket Teachers' Guild, Local #951, American Federation of Teachers, AFL-CIO, hereinafter called "the Guild" or "Union," and

WHEREAS both parties above named believe in the importance of public schools as an agency for the preservation and extension of our democracy; and

WHEREAS the parties to this Agreement have a common goal -- that of providing the best possible public education for all children; and therefore agree effective this first day of *July, 2010*, to implement the terms of this Agreement to the best of their abilities.

THEREFORE the parties agree as follows:

**ARTICLE I - Scope of Agreement**

- 1-1.01 This Agreement shall apply to all teachers as defined by Section 1, Chapter 1775, of the Public Laws of Rhode Island, 946.
- 1-1.02 It does not apply to the Superintendent of Schools or his/her assistants.
- 1-1.03 It does not apply to principals and vice-principals.
- 1-1.04 It does not apply to per diem substitutes.
- 1-1.05 Part time teachers shall be covered by the same terms and conditions of this Agreement as full-time employees. However, said terms, conditions and benefits shall be provided at a rate commensurate with the ratio of time worked.

**ARTICLE II - Union Recognition and Rights**

**Section 1: Union Recognition**

2-1.00 The Woonsocket School Committee recognizes the Woonsocket Teachers' Guild, Local 951, American Federation of Teachers, AFL-CIO, as the sole bargaining agent for all teachers of the Woonsocket Education Department.

**Section 2: Dues Deductions**

- 2-2.01 Upon receipt of a written authorization from a teacher, submitted through the Guild, the School Committee agrees, for the term of this Agreement or until such authorization is revoked, to deduct Union membership dues from a teacher's check.
- 2-2.02 The Woonsocket Teachers' Guild shall notify the Director of Administration and Finance by written communication of any changes to be made from the list of teachers having Union dues or service fees deducted from checks. No changes shall be made without such written authorization from the Guild.
- 2-2.03 The Woonsocket Education Department shall make available to the Woonsocket Teachers' Guild the address and assignment of these teachers.

**Section 3: Building Use**

- 2-3.01 The Guild may have the right to use school buildings for meetings provided that such use does not interfere with or hinder the instructional program in any way. The school principal involved must be notified at least three (3) days in advance of the time and place of such meetings, except in cases of emergency. If the use of said school building or buildings by the Guild results in any expense to the Committee for utilities and/or custodial services, the Guild shall reimburse the Committee for such expense.
- 2-3.02 If the above conditions are complied with and if the building is not being used on the particular day requested, it can be expected that permission will be granted.
- 2-3.03 However, the Guild shall not be required to make any reimbursements to the Committee for building use for its three (3) scholarship programs or annual election, limited to a maximum use of four (4) days.

- Section 4: Distribution of Guild Materials**  
2-4.00 The Guild shall have the right to distribute to its members, by use of the teachers' mailbox, Guild bulletins, leaflets, and pamphlets. Students shall not be used for distribution of Guild materials.
- Section 5: Bulletin Boards**  
2-5.00 Space shall be made available to the Guild on bulletin boards in teachers' rooms for the purpose of posting notices and bulletins relative to the activities of the Guild. The Principal shall be shown the material prior to posting.
- Section 6: Discrimination**  
2-6.00 No member of the faculty shall be discriminated against because of membership in or participation in activities on behalf of the Guild.
- Section 7: Agency Shop**  
2-7.01 Every member of the bargaining unit shall become a member of the Guild or be subject to a service fee to be paid to the Guild, payable in lawful such amounts and under the same terms including voluntary payroll deductions and at such time as the union dues and assessments are payable.  
2-7.02 This shall not apply to any teacher on tenure as of March 1, 1969. All other teachers, including members of the Guild on record as of September 1, 1969, shall be required as a condition of continued employment, to comply with this requirement.  
2-7.03 Coaches and advisors hired after August 31, 1997 and who are not members of the WTG shall pay a service fee to the Woonsocket Teachers' Guild based on ten (10) percent of their stipend.
- Section 8: Union Conference Leaves**  
2-8.01 In instances where the attendance of an officer of the Union is required for conference at the request of the administration, he/she shall be released from his/her teaching duties with no loss of pay.  
2-8.02 Where the request is initiated by the Union president for reasons of an emergency nature and with the permission of the Superintendent, or his/her designee, he/she may be released from his/her teaching duties with no loss of pay.
- Section 9: Union Delegate Leaves**  
2-9.01 No more than five (5) members of the Union shall be allowed to attend meetings as official delegates of the Union with no loss of pay.  
2-9.02 No more than fifteen (15) days in toto shall be used during the school year for such meetings.  
2-9.03 No more than three (3) members from the same secondary school or two (2) members from the same elementary school may be released to attend any one meeting.  
2-9.04 A written request must be submitted to the Superintendent, or his/her designee, five (5) days in advance of the meeting for which the leave is being requested.
- Section 10: School Committee Agenda**  
2-10.00 A copy of the open School Committee meeting agenda shall be made available to the Guild after it has been received by the School Committee members; but at least twenty-four (24) hours before the School Committee meeting.
- Section 11: Released Time for Union President**  
2-11.00 The President of the Woonsocket Teachers' Guild, or his/her designee, shall at his/her request be granted a reduced teaching schedule as follows:  
  
A teaching schedule equivalent to 3/5ths of a regular teacher's program. The President of the Woonsocket Teachers' Guild, or his/her designee, shall be paid as

a full time employee and the WTG will reimburse 2/5 of salary, pension and social security costs to the Woonsocket Education Department. Fringe benefits, seniority etc., will be maintained.

### **ARTICLE III - Employer's Rights**

#### **Section 1: Recognition**

3-1.00 The Guild recognizes that in the operation of the Woonsocket Education Department, the School Committee is charged by the statutes of the State of Rhode Island and Providence Plantations and policies promulgated by the Board of Regents for Education.

#### **Section 2: Management Rights: Operation of Schools**

3-2.01 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 teaching duties and make such duties their primary interest.

3-2.02 The Guild recognizes the administration's right to direct the operation of the schools.

3-2.03 It is understood and agreed by the parties that the School Committee possesses the sole right to operate the school system and that all management rights repose in it and the administration, but that such rights must be exercised consistently with the other provisions of this Agreement. These rights include but are not limited to the following:

- (a) Hire, assign, or transfer teachers;
- (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 School 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, and;
- (g) Discipline and discharge for cause.

3-2.04 Nothing in this Agreement shall deprive the School Committee of its responsibilities delegated to it by the laws of Rhode Island.

3-2.05 However, the School Committee agrees that any revision in wages, hours, working conditions, and existing contractual items requires negotiation with the Guild prior to any implementation.

### **ARTICLE IV - Fair Practices**

#### **Section 1: Anti-Discrimination Clause**

4-1.00 In accordance with Committee policy, there shall be no discrimination against any employee or any candidate for promotion on the basis of race, creed, color, national origin, sex, age, marital status, or membership in the Guild.

4-2.00 Policies adopted or maintained by any administrator shall not be inconsistent with the terms of this contract.

### **ARTICLE V – Discipline**

#### **Section 1: Teacher Responsibility**

5-1.00 Teachers have the authority and responsibility to administer discipline during the school day or at any assigned school function whether or not the student is directly their responsibility.

#### **Section 2: Exclusion and Re-admission**

5-2.01 A teacher may exclude from his/her class a pupil who, in the teacher's opinion, is causing serious disruption. The teacher shall confer with the principal or assistant principal to provide the necessary information concerning the problem and shall provide a statement of the problem in writing within twenty-four (24) hours. The administrator shall confer with

the teacher prior to the re-admission of the excluded pupil to the class in which the incident occurred.

5-2.02 Upon exclusion, the pupil will be sent with a transmittal slip, which indicates the nature of the referral, to the appropriate administrator.

**Section 3: Suspensions**

5-3.01 Suspensions may result from any persistent disobedience that interferes with the well being of other students or that prevents the teacher from carrying on normal class activities.

5-3.02 Pupils shall be suspended in accordance with the School Committee rules for habitual and flagrant misconduct and for any act which occurs on school premises and which constitutes a felony as set forth in the General Laws of the State of Rhode Island.

**Section 4: Student's Information**

5-4.00 At the beginning of each school year all principals shall inform the pupils in their building of the provisions of this article.

**Section 5: Judicious Use**

5-5.01 Teachers must aim at such discipline in their schools as would be exercised by a kind and judicious parent in their families.

5-5.02 They shall avoid corporal punishment in all cases where good order could be maintained by milder means.

5-5.03 In no case shall they resort to confinement in closets or dressing rooms, or hallways, or isolation anywhere without supervision, or to any form of cruel or unnatural punishment.

5-5.04 Upon exclusion from a classroom, a teacher shall send the pupil to the main office.

**ARTICLE VI - Teachers and Their Duties**

**Section 1: Conditions**

6-1.00 Teachers will carry out their duties only under safe and healthful conditions in the schools.

**Section 2: Tardiness**

6-2.01 All school rooms shall be opened and the teachers shall be present fifteen minutes before the time fixed for the morning session to begin; and if not so present, they shall report themselves to the principal as tardy.

6-2.02 The teachers shall require the pupils to be promptly in their seats and shall begin and close the exercises of the school punctually, at the prescribed hour.

**6-2.03 *Teacher meetings, CPT and administrative assignments:***

Elementary *classroom* teachers shall remain in their respective classrooms for at least *ten (10) minutes before and after* the students' school day. *Elementary specialists not assigned to a classroom shall have a daily twenty (20) minute administrative duty assigned by the principal before or after the students' school day.*

Secondary teachers have 30 minutes of common planning time (CPT) per day for 4 of 5 days, for a total of 2 hours per week.

At WMS, three CPT sessions will occur in the afternoon after the students leave and one will be scheduled during the day (currently referred to as TDT). At Woonsocket Middle School, teachers will be assigned duties of 30 minutes per week on the day they do not have CPT.

At WHS, four CPT sessions will occur in the morning prior to the students' arrival. Administration may assign duties before or after school on the day without common planning times. Any other duties will be on a volunteer basis of the faculty, organized by administration. Teachers may not leave the building during times designated as common planning time without permission from the building principal. In those cases where a teacher is asked by the principal and volunteers to arrive early or stay beyond the fifteen (15) minutes for student supervision (e.g. bus duty, voluntary committee meetings, etc.), the teacher may recoup that time during the next school week. When volunteers are not

forthcoming, the principal may assign teachers who are not serving in another voluntary capacity to work additional time, such time to be recouped the following week. When feasible, assignments shall be rotating, made at least one week in advance, and shall be based on inverse seniority order.

**Common Planning Time:**

The Common Planning Time agenda shall be set by the building administration based on school improvement plans. Any activity done as part of Common Planning for that day can count toward the professional development hours required per contract. A log of attendance, agenda and minutes shall be kept for each common planning session

**Section 3: Care of Physical Properties**

6-3.00 Teachers shall have special care and responsibility for school buildings, furniture, textbooks, apparatus, etc., and all other public property belonging to their premises.

**Section 4: Charge of Teachers**

6-4.01 During school hours teachers shall devote themselves to public school work, shall strive to inspire their pupils with an enthusiasm for study, and to impress upon their minds virtues of truth, patriotism, charity, temperance, industry, neatness, and order and shall foster and encourage parental involvement.

6-4.02 To this end, teachers shall give needed assistance when requested by pupils after the regular school day.

**Section 5: Interruptions**

6-5.00 Teachers shall not allow themselves to be interrupted in their work by prolonged interviews, even on matters relating to the schools, nor shall they allow the suspension of their duties or changes in their programs by visits of other teachers or personal friends.

**Section 6: Dismissal of Students**

6-6.00 In no case shall teachers dismiss pupils before the regular hour without permission from the principal.

**Section 7: Teacher Meetings**

6-7.01 Teachers shall not be required to attend more than one (1) one-hour meeting per month. These meetings shall not exceed one hour beyond the close of the teacher's workday. Upon the agreement of the Superintendent and the President of the Woonsocket Teachers' Guild, an emergency meeting(s) may be called for special circumstances. Teachers who are required to submit direct service logs or administrative time studies for Medicaid reimbursement will be required to also attend any and all relevant training sessions. This training may count toward professional development contact hours.

6-7.02 It shall be the duty of the teacher 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.

6-7.03 Notice of such meetings shall be given two (2) days in advance of such meetings except in an emergency situation.

6-7.04 Teachers who are enrolled in educational courses which require their attendance during an afternoon session will be excused to fulfill course obligations. Verification of enrollment will be required.

6-7.05 All teachers will be required to participate in an orientation program the day before school opens. Absence from this orientation day or any other professional development day will be treated as any other absence.

**Section 8: Use of Students**

6-8.01 No pupil shall be sent on any errand during school hours without the consent of the principal.

6-8.02 No pupil shall at any time be sent to locate pupils who are absent from their classes.

However, a pupil may be used to report absences to the main office.

**Section 9: Truancy**

- 6-9.01 Teachers and attendance officers shall cooperate in the enforcement of the truancy laws and the ordinances made in conformity with them.
- 6-9.02 Immediate notice of cases requiring investigation shall be given to the attendance officer by the principal of the building.
- 6-9.03 The principal will give the teacher a follow-up report of the investigation by the attendance officer.

**Section 10: Enrichment**

- 6-10.01 At the discretion of the Superintendent of Schools, or his/her designee, teachers may be allowed to visit other schools, attend workshops, institutes, or conferences in their subject matter area, expense to be paid by the individuals.
- 6-10.02 Teachers 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.

**Section 11: Tuberculosis Examination**

- 6-11.00 No teacher who has tuberculosis shall be permitted to continue his/her work in the classroom. If any teacher is suspected of having tuberculosis, he/she must submit to an examination by physician who shall be named by the Committee and at the expense of the Committee. Such physician shall employ all modern methods of diagnosis, including bacteriological examination, and shall report his conclusions to the Committee.

**Section 12: Physical Examinations**

- 6-12.01 At the discretion of the Superintendent, or his/her designee, and as a condition of employment, a new teacher shall undergo a physical examination by a physician named by the Committee and at the expense of the Committee.
- 6-12.02 At the discretion of the Superintendent, or his/her designee, teachers presently employed may be required to undergo a physical and/or psychiatric examination following repeated or continued periods of illness or unacceptable behavior. This examination shall be by a physician designated by and paid for by the Education Department.

**Section 13: Custodial Duties**

- 6-13.00 Teachers shall not be required to perform custodial duties.

**Section 14: Leaving Building**

- 6-14.00 Teachers may leave the building during their unassigned periods with the permission of the school principal or his/her designee, provided they sign out upon leaving and sign in upon returning. Permission shall not be withheld without valid reason.

**Section 15: Instructional Planning**

- 6-15.00 Teachers shall keep readily available, lesson plans or daily plan books for classroom instruction. Such instructional programs are subject to review by the principal and/or immediate supervisor as well as for use by substitute teachers.

**Section 16: Supervision of Classes**

- 6-16.00 Teachers may not leave their classrooms without providing proper supervision of their pupils.

**Section 17: Orientation Sessions**

- 6-17.01 First year teachers in the Woonsocket Education Department shall be required to attend fifteen (15) hours additional professional development time, scheduled by the Administration supplemented by monthly orientation sessions when scheduled by their principal, department chairperson and/or City-wide supervisor without additional compensation.

- 6-17.02 These sessions will be teacher involvement sessions designed for dialogue relative to school and educational issues.
- 6-17.03 Teachers will be encouraged to develop work guidelines during these sessions.

**Section 18: Solicitation Policy**

- 6-18.00 No teacher employed in any public school shall for any purpose whatsoever solicit, exact, or receive from any pupil in any public school any contribution or gift of money or article of value, or any pledge to contribute any money or article of value.

**ARTICLE VII – Salaries**

**Section 1: Effective Date and Regulations**

- 7-1.01 The salaries of all teachers covered by this Agreement are set forth in APPENDIX A.
- 7-1.02 The effective date of the salary provisions of this contract shall commence July 1, 2013.
- 7-1.03 No teacher employed by the Woonsocket School Committee shall be paid a salary less than provided for in APPENDIX A - TEACHERS' SALARIES. Employees entering or leaving the system other than at the start or end of the school year, or working less than a full day, shall have any salary due them prorated by the appropriate amount of time worked.
- 7-1.04 Compensation for EXTRA-CURRICULAR DUTIES and SERVICES is set forth in APPENDIX B.
- 7-1.05 The enumeration of certain classes and types of extra-curricular services and duties set forth in APPENDIX B is not intended to prohibit payment for any other extra-curricular duties not specifically included therein.
- 7-1.06 The School Committee may hire a candidate for a vocational education position at the Woonsocket Area Career and Technical Center at a step on the salary schedule that the Committee deems appropriate based on a candidate's qualifications and related experiences.
- 7-1.07 Teachers shall have the option to be paid in either twenty-one (21) or twenty-six (26) equal installments.

**Section 2: Special Allowances - Travel and Longevity**

- 7-2.01 Special allowances for travel shall be in addition to salaries. Travel expenses for itinerant teachers are set forth in APPENDIX C.
- 7-2.02 Longevity pay is set forth in APPENDIX D.

**Section 3: Basic Salary Schedules**

- 7-3.00 All salaries in Appendices A, B, C, and D shall include any and all state and federal grants to teachers as of the effective date of this contract. During the life of this contract, the salaries in Appendices A, B, C, and D shall remain in effect independently of the continuance of such state and federal grants.

**Section 4: Itemization**

- 7-4.01 Each September, each teacher may ask what his/her total salary is for that year, itemized, so he/she may check the amount he/she is receiving for his/her base pay and all extra- curricular duties.
- 7-4.02 Upon request, a teacher will receive a letter of explanation when his/her pay is changed.

**Section 5: Extra-Curricular Payment Method**

- 7-5.01 Coaches shall receive payment for duties as approved by the School Committee in a lump sum within three (3) weeks after the last game of the season and all required reports, equipment and uniforms have been accepted by the Administration. Extra-curricular advisors shall be paid no later than the last teachers' payroll of the school year.

**Section 6: Severance Pay**

- 7-6.00 Upon retirement from teaching, a teacher will be paid for one-half of the total sick leave

days that he/she has accumulated at the rates specified below:

|            |                         |
|------------|-------------------------|
| Days       |                         |
| 0 – 60.0   | \$ 50.00                |
| 61 – 75.0  | \$ 75.00                |
| 76 – 87.5  | \$ 100.00               |
| Bonus Days | \$ 50.00 – for all days |

Prior to receiving this benefit, a teacher 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 teacher. For a teacher to qualify for this benefit, the teacher must notify the Committee, in the form of a non-revocable letter of intent to retire, at least ninety (90) school days prior to the close of the school year. Teachers who provide a letter of retirement by June 1 of that year shall receive a flat rate of \$50.00 for one-half of the total sick leave days that he/she has accumulated.

**Section 7: Substitutes**

- 7-7.01 It is the policy of the Committee that a substitute teacher shall be hired to cover classes of regularly assigned teachers when they are absent.
- 7-7.02 The administrators of secondary and elementary schools shall keep a log of class coverage provided by each teacher who covers when a substitute cannot be assigned. This log shall be available for inspection by each teacher upon reasonable request.
- 7-7.03 At the end of each school year, teachers who have missed planning time shall be compensated at a rate of \$30.00 per hour. All missed planning time as well as make-ups must be recorded on a form approved by the Superintendent and authorized by the building principal.
- 7-7.04 Teachers who cover a class during their preparation period shall be paid as follows: \$25.00 per hour for coverages within the teacher's area of certification and \$20.00 per hour for coverages outside of the teacher's area of certification.

**Section 8: Compensatory Time**

- 7-8.01 Compensatory time as described herein will apply to all teachers.
- 7-8.02 Compensatory time will be credited only for that time authorized by the appropriate building administrator and will be documented on time slips in hourly and/or period increments as appropriate for the building and situation.
- 7-8.03 All compensatory time earned, commencing with the first day of school through the last day of May in a given school year, must be taken within the following month or it will be forfeited. For all compensatory time which is earned in the month of June, teachers shall, at their discretion, either take such compensatory time or receive compensation at their current hourly rate of pay. Attendance Officers and individuals approved by the Superintendent who earn compensatory time shall have five (5) months to use such compensatory time.
- 7-8.04 Except in emergencies, at least 24-hour notice must be given prior to taking compensatory time. Teachers shall follow normal procedures for reporting absences.

**ARTICLE VIII - Fringe Benefits**

**Section 1: Workers' Compensation**

- 8-1.01 All employees covered by this Agreement shall be covered by the Workers' Compensation Act (General Laws 1956, Title 28, Chapters 29 through 38).
- 8-1.02 The teacher shall be paid the difference between the Workers' Compensation benefits and his/her regular rate of pay as follows:
  - a. During the initial two (2) year period an employee collects workers' compensation, any compensation checks received on behalf of the employee shall be produced for verification to the Director of Administration and Finance, and the employer will pay the employee the difference between said check and his/her regular base pay for said two (2) year period without deduction from sick leave. Absent receipt of compensation checks, the Director of Administration and

Finance shall deduct all absent time from the employee's accumulated sick leave. Employees without accumulated sick leave shall be treated as if on an unpaid personal leave of absence. If deductions appear to exceed adjusted gross pay, deductions will be taken in the following order: FICA/FICA-Med; pension; all taxes; garnishments; health benefits co-pay; union dues; and, then any other voluntary deductions.

b. Thereafter, upon producing said checks to the Director of Administration and Finance for verification, the difference between any workers' compensation award and the employee's regular base pay shall be deducted from the employee's sick leave account and the employee shall be paid said difference in pay until the employee's sick leave account has been exhausted. Once the employee's sick leave has expired, the employee will receive the workers' compensation checks only.

c. The foregoing shall be effective September 1, 1986, and shall be applied prospectively and shall have no effect or application to employees receiving workers' compensation benefits on August 31, 1986.

d. Sick leave shall not accrue while an on-the-job injury continues.

e. The benefits outlined above shall be applied once for each separate unrelated on-the-job injury.

**Section 2: Medical Insurance Plan**

8-2.01 All employees covered by this Agreement shall be provided medical insurance benefits in accordance with the City-wide health care plan (with a \$10/\$20/\$30/\$50 prescription plan) as described in Attachment 1 to this Agreement. All employees covered by this agreement shall be provided the following medical insurance benefits

a. Delta Dental Plan - Level IV - Family Membership (Code 10,006)

b. The Committee may provide medical insurance benefits equal to those described above from a source other than the current insurance carrier, but only after approval of the plan by the Guild.

8-2.02 All active employees covered through the WED medical plan will pay a 20% co-pay of the premium or working rate for medical coverage. The co-payment shall be withheld in advance proportionately, at the discretion of the Woonsocket Education Department, from the employee's salary.

8-2.03 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.

8-2.04 This shall include teachers on leave of absence which do not exceed one (1) year. Those teachers on extended leaves without pay will not be included.

8-2.05 However, those teachers on leaves of absence without pay shall be allowed to maintain this coverage while on leave by paying the school department at the group rate. Payments under this section are due by the 15th day of each month. If the payment is not received by the due date, cancellation of this coverage shall result.

8-2.06 A new teacher will be provided with the medical insurance plan herein outlined effective the first day of the month following the date he/she begins to teach in the Woonsocket Education Department.

8-2.07 a. Any employee on an annual contract may waive the benefits listed in Section 8-2.01.

1) The Woonsocket Education Department must receive written notice of the employee's election to waive not later than August 1.

2) The waiver shall automatically be effective for twelve months.

b. Employees who are currently covered by a family plan may opt to have two (2) individual plans only when both individuals are employed by the Woonsocket Education Department and have no eligible dependents.

- c. The term "medical coverage" throughout the Collective Bargaining Agreement shall mean all hospital, physician, dental, and other medical benefits and coverage.
- 8-2.08 Teachers who retire from the Woonsocket Education Department after June 1, 1983, and who are between the ages of fifty-five (55) and sixty-five (65) inclusive shall be allowed to maintain the coverage provided under Section 8-2.01 by paying the Education Department at the group rate, provided such coverage is otherwise available. Payments under this section are due by the fifteenth (15th) day of each month. If the payment is not received by the due date, cancellation of this coverage shall result.
- 8-2.09 Any teacher who is terminated, suspended, laid off, or whose contract is non-renewed, who appeals this action shall be allowed to maintain the coverage provided in 8-2.01 while the appeal is pending by paying the Education Department at the group rate, provided such coverage is otherwise available. Payments under this section are due by the fifteenth (15th) day of each month. If the payment is not received by the due date, cancellation of this coverage shall result.
- 8-2.10 Teachers on personal leaves of absence shall not be entitled to medical benefits or buy-backs.
- 8.2.11 The health insurance plan design benefits will not be changed through June 30, 2018 unless changes are required by the insurance carrier/administrator in which case the parties agree to meet and confer over same.

**Section 3: Term Life Insurance**

- 8-3.00 All employees covered by this Agreement shall be provided with a group life insurance policy having a face value of ten thousand dollars (\$10,000) at no cost to the employees.

**Section 4: Sick Leave**

- 8-4.01 Sick leave benefits are provided in order to lessen personal financial hardship and apply only in cases of bonafide personal illness, in which event fifteen (15) days per year shall be allowed, cumulative to one hundred sixty (160) days. All teachers who terminate their service before the completion of a full school year shall have their current year sick days pro-rated for the amount of time worked. Teachers on an unpaid leave status or absent due to a work-related injury shall not be credited with the fifteen (15) sick days until such time as they return to work. Upon return, sick days that may be credited during a period of unpaid leave or absent due to a work-related injury shall be pro-rated to the amount of days worked during that school year.

Non-tenured teachers shall earn these days on a monthly basis but shall be credited with fifteen (15) days sick leave beginning the first day of the school year. Any unused portion thereof shall be added to his/her accumulated balance in June; any days taken but not earned shall be paid back to the School Department. However, the cumulative balance cannot exceed the totals set forth above.

- 8-4.02 If a teacher 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 days, two (2) days absence receives three (3) bonus days, three (3) days absence receives two (2) bonus days, four (4) days absence receives one (1) bonus day, which will be kept in a separate "bonus" account. Teachers who have their pay docked for any reason shall forfeit the bonus days. This bonus account shall not be drawn upon until the teacher's regular cumulative balance has been exhausted. This provision shall be considered retroactive to the contract commencing 9/1/83.
- 8-4.03 Each September, every teacher may ask for the number of sick days he/she has accumulated as of the beginning of that school year.
- 8-4.04 Any teacher absent due to illness, who reports intent to return to duty after the time designated, and a substitute has been committed as a replacement, shall not report on that day with resulting loss of pay.
- 8-4.05 At the discretion of the Superintendent, or his/her designee, a teacher absent for more

than five (5) consecutive school days shall submit a doctor's statement certifying that the teacher cannot perform his/her assigned responsibilities. In the event of a lengthy illness, a statement shall be submitted every fifteen (15) days.

8-4.06 The Guild agrees to use its best efforts to correct abuse of sick or other leaves.

8-4.07 The Superintendent, or his/her designee, shall grant leave to teachers at full pay within the school year for a teacher whose presence is required by his/her immediate family, or other person residing in the same household, due to serious illness. This leave will be deducted from the teacher's accumulated sick leave.

8-4.08 Absences during the summer, evening sessions and/or vacation periods, and special programs shall be without pay.

8-4.09 Medical coverage shall be provided to employees after all applicable sick days have been exhausted. Said coverage would be limited to one month of paid coverage (under the contractual terms that exist for said employee's coverage) for every two (2) full years of service in the Woonsocket Education Department.

**Section 5: Temporary Leave**

8-5.01 In event of the death of a parent, brother, sister, husband, wife, child, or other person residing in the same household, five (5) day's absence shall be allowed from the date of death, excluding weekends and holidays, with no loss of pay.

8-5.02 In the event of the death of a grandparent or grandchild, brother-in-law, sister-in-law, aunt, or uncle, or any close member of the employee's or spouse's family, one (1) day's absence shall be allowed to attend the funeral with no loss of pay.

8-5.03 In the event of the death of a father-in-law or mother-in-law, two (2) days' absence shall be allowed from the date of death, excluding weekends and holidays, with no loss of pay, with additional days allowance at the discretion of the Superintendent, or his/her designee, with said extra days to be deducted from sick leave.

8-5.04 In event of quarantine by the Health Department due to personal and/or family illness, or call to jury duty, or in compliance with court requirements on behalf of others, absence shall be allowed with no loss of pay. But in no case shall this section apply if the teacher is appearing as a result of a criminal action brought against him/her or in a civil case in which he/she is a party, except as provided in Section 8-5.05.

8-5.05 A teacher shall be granted the time necessary to appear in court in any legal proceedings arising from his/her employment with the Woonsocket Education Department if he/she is required by law to attend.

8-5.06 Teachers of Orthodox Christian or Jewish faiths shall be allowed up to three (3) days' absence per year for high holy days. Notification must be given at least one (1) day prior to taking this leave or pay will be deducted.

8-5.07 Teachers called for selective service physical and/or mental examinations shall be excused without loss of pay.

8-5.08 In the event an employee needs additional days beyond those specified in the contract, additional day(s) allowance **shall** be granted with said extra days to be deducted from sick leave. These days will not impact the sick day bonus account language (8-4.02).

8-5.09 Teachers 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 (1) day prior to taking such leave.

8-5.10a A teacher may carry forward to a subsequent year a maximum of four (4) personal days from any and all prior years. Thus a teacher can never have more than six (6) personal days in any year.

8-5.10b During the life of this contract, the Guild will work with the Superintendent to avoid any excess demands for personal days on any one day that would result in the Education Department not being able to cover classes.

8-5.11 Teachers 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 dollars (50.00) per day in exchange for their personal day(s). Such requests shall be made by May 31.

8-5.12 When school is in session, weather conditions for travel to and from school shall not be

valid reason for personal leave.

**Section 6: Childbirth and Parental Leaves**

8-6.01 A leave of absence shall be granted to a teacher upon request for childbirth or childrearing, or acceptance of a foster child and/or adoption of a child to the extent required by and consistent with RIFPMLA.

8-6.02 Childbirth: Recovery from childbirth shall be treated as any other temporary disability in terms of accumulated sick leave, seniority, tenure, pay, medical insurance benefits, and all other fringe benefits. Accumulated sick days up to thirteen (13) consecutive weeks, documented by a physician, may be used. This leave will terminate upon release by the teacher's physician.

A teacher planning to take a childbirth leave shall notify the Superintendent or his/her designee of her intention to leave thirty (30) days prior to the start of such a leave. However, this advance notice shall not apply in the case of medical emergency. The teacher shall give the Superintendent or his/her designee fifteen (15) days' notice of her intention to return to teaching duties from such leave.

Upon returning, and provided the teacher has not been laid off, non-renewed or terminated, the teacher shall be placed in the same position that she left; however, if the position no longer exists, then she shall be placed in as nearly a comparable position as is feasible.

8-6.02a Acceptance of a foster child and/or adoption of a child leave shall be at the option of the teacher and at the sole discretion of the Superintendent or his/her designee. This leave can be for six (6) consecutive weeks and personal time shall be discharged first and then sick time, up to the combined six-week period.

8-6.03 Subject to Sections 8-6.05 through 8-6.09, a short-term parental leave shall be granted to a teacher upon the following conditions:

- a. Birth of child; or
- b. Acceptance of a foster child; or
- c. The adoption of a child.

8-6.04 Such a leave shall be for the purpose of childrearing and shall not exceed one (1) year. Subject to Sections 8-6.05 through 8-6.09, an extended parental leave shall be granted to a teacher upon the following conditions:

- a. Birth of child; or
- b. Acceptance of a foster child; or
- c. The adoption of a child.

Such a leave shall be granted for the purpose of childrearing and shall be granted for a maximum period not to exceed two (2) years.

If a teacher is granted an extended parental leave, she/he must work one (1) full school year after said leave terminates, and thereupon she/he shall be eligible to request a leave for one (1) year upon the birth of a second child, acceptance of a second foster child, or adoption of a second child.

The granting of a second year of such leave is at the discretion of the School Committee. If granted, the leave must commence immediately upon the expiration of the preceding leave of one (1) year.

Any and all leave time under this section, 8-6.04, shall be available for request by the teacher only once during her/his career as a teacher in the Woonsocket Education Department.

8-6.05 Whenever a teacher requests a leave for childrearing (either upon the birth of a child, the acceptance of a foster child, or the adoption of a child), she/he must request either a short-term parental leave not to exceed one (1) year under Section 8-6.03, or an extended parental leave under Section 8-6.04.

- A. If she/he is granted a short-term parental leave:
  1. She/he shall not be entitled to request for the same child an additional short-term parental leave, unless the initial short-term parental leave was for a period less than one (1) year, in which case she/he may request additional leave for the same child if the additional leave and

initial short-term leave do not exceed one (1) calendar year in toto. The request for the additional leave must be made one (1) week prior to the expiration of the initial leave and must commence immediately upon the expiration of the initial leave.

2. She/he shall not be entitled to request an extended parental leave under Section 8-6.04 for the same child.

B. If she/he is granted an extended parental leave:

1. She/he shall not be entitled to a short term parental leave for the same child, and

2. She/he shall not be entitled to an additional extended parental leave for said child as stipulated in Section 8-6.04.

8-6.06 Any and all leaves granted under 8-6.03, 8-6.04, 8-6.05 or 8-8.00 shall be without pay and without any of the benefits included in this contract or otherwise available as fringe benefits except as provided for in Section 8-2.05.

8-6.07 Requests for any leaves under the childrearing provisions must be in writing and directed to the Superintendent or his/her designee thirty (30) days prior to condition giving rise to the request, said conditions being either the birth of a child, acceptance of a foster child, or the adoption of a child.

8-6.08 All leaves for childrearing must commence immediately when granted.

8-6.09 To clarify the foregoing, it is understood that in no event may a combination of a short-term leave and an extended parental leave be used for the same child.

8-6.10 A teacher who is granted a short-term or extended parental leave shall notify the Superintendent, or his/her designee, no later than February 1st of intention to return to teaching duties the following September.

8-6.11 Return from a short-term leave or an extended parental leave and provided the teacher has not been laid off, non-renewed or terminated may be postponed by the School Committee until the beginning of the next school year, following the expiration of such leave.

In the case of short-term leave and provided the teacher has not been laid off, non-renewed or terminated, the teacher will be placed in the positions she/he left; however, if the position no longer exist, then she/he shall be placed in as nearly a comparable position as is feasible.

In the case of extended parental leave, the teacher must be placed in as nearly a comparable position as is feasible.

8-6.12 A teacher who elects under 8-6.03 a short-term parental leave must return to service before requesting another short-term parental leave for another child. The return to service must be for a period of time equal to the short-term parental leave previously received. The time extended by management under 8-6.11 shall not count in the determination of the time period under this section.

8-6.13 Commencing at the start of the 2000-2001 school year, the Administration and Guild will establish a joint committee consisting of 3 representatives from the WTG and three representatives from the Administration to re-write, as necessary, the entire section dealing with Childbirth and Parental leaves to be in compliance with FMLA.

#### **Section 7: Academic and Sabbatical Leaves**

8-7.01 Academic and sabbatical leave may be granted to a teacher for full time graduate study in his/her teaching field or for other reasons of value to the Woonsocket Education Department for no more than two (2) semesters with the approval of the School Committee, and subject to the following:

8-7.02 If a teacher has completed three (3) consecutive full time school years of service in the Woonsocket Education Department, and thereafter he/she receives a fellowship or scholarship requiring his/her absence from teaching duties to fulfill same, he/she shall be entitled to an academic leave for no more than two (2) semesters for such purpose. Such leave shall be without pay and without any other fringe benefits provided in this contract, except as provided in Article VIII, Section 2.04.

8-7.03 Sabbatical leaves shall be granted only to teachers who have completed at least seven

- (7) consecutive full time school years in the Woonsocket Education Department. Such leave shall be granted to a maximum of five (5) teachers at the same time.
- 8-7.04 All requests for such academic or sabbatical leaves shall be submitted to the Superintendent, or his/her designee, by February 1st preceding the school year for which leave is requested.
- 8-7.05 The Committee shall take action on all requests for such academic and sabbatical leaves no later than June 1st following application date.
- 8-7.06 A teacher on sabbatical leave shall be paid one-half of the salary rate that his/her employment would warrant. While on sabbatical leave, a teacher shall not be engaged in full time employment for compensation.
- 8-7.07 Every teacher who is granted a sabbatical leave must sign and fulfill a contract to return for one (1) year of service to the Woonsocket Education Department, or reimburse the department for the amount of salary granted during the leave. This provision shall also apply to a teacher who receives specialized training in excess of \$1,000.00 paid for by the Woonsocket Education Department.
- 8-7.08 To insure no loss of pay on the salary schedule, a teacher shall be reinstated in his/her former positions, including extra-curricular, providing the positions he/she left still exist. If the positions that he/she left do not exist, the teacher shall be placed in as nearly a comparable position as is feasible. Such leaves shall count for service on the salary schedule.
- 8-8.00 All requests for non-paid personal leaves of absence shall be submitted to the Superintendent of Schools in writing fifteen (15) work days prior to the commencement of such leave. These personal leaves shall be granted for periods up to and including one (1) year. Two consecutive personal leaves totaling more than one year will not be granted.

**Section 9: Returning Policy**

- 8-9.00 Written notification of intention to return to duty shall also be required of every teacher who has been granted a year's leave of absence for any reason. This notification shall be submitted to the Superintendent, or his/her designee, no later than February 1st preceding the school year for which return is requested. A teacher who has been granted less than a full year's leave of absence must provide written notification of intent to return to duty at least 20 calendar days prior to the expiration of leave. Failure to notify by the due dates will result in termination of employment.

**Section 10: Military Leave**

- 8-10.00 A regular teacher who is a qualified member of a branch of the Armed Services will be allowed a leave not to exceed fifteen (15) school days in any one (1) school year to receive military training with the Armed Services under the following conditions:
- 8-10.01 Evidence is shown that this obligation cannot be carried out at a time when school is not in session.
- 8-10.02 The teacher shall forward to the Superintendent of Schools notification of such duties at the earliest possible dates.
- 8-10.03 The teacher shall provide evidence that such training has been completed satisfactorily.
- 8-10.04 During such leaves, a teacher shall receive the difference between schedule pay and the compensation he/she receives from reserve training, if the latter is less than his/her regular salary. There shall be no loss of fringe benefits.
- 8-10.05 Payments under Section 8-10.04 shall be made only after official military pay vouchers are submitted by the teacher.

**Section 11: Military Service**

- 8-11.01 If a regularly employed teacher should be called to service in the Armed Forces of the United States, a leave of absence without pay and fringe benefits shall be granted to cover the period of military service, not to exceed the term for which he/she was called.
- 8-11.02 Upon completion of such obligation, the teacher shall be reinstated to the positions that

he/she left, providing the positions that he/she left still exist. If the positions that he/she left do not exist, the teacher shall be placed in as nearly a comparable position as is feasible.

- 8-11.03 The teacher's contract shall be in effect under the same conditions as if the teacher had been in the continuous service of the Woonsocket Education Department provided the teacher has been discharged with a certificate denoting satisfactory completion of service.

**Section 12: Teacher Protection**

- 8-12.01 A teacher who is absent because of personal injury arising out of and in the course of employment as the result of assault and battery shall be credited with leave in addition to that sick leave credited to him/her at the time of injury. A Workers Comp claim shall be filed if the injury results in more than a ten-day absence.
- 8-12.02 The teacher must notify the school department in writing as soon as possible, but not later than five (5) days from the date of the alleged injury. Such notification shall include the date of alleged injury and all circumstances in connection therewith.
- 8-12.03 In the event a teacher is absent as a result of an assault and battery sustained in the course of his/her employment, he/she shall be required to submit medical evidence from a licensed physician indicating the reason for such absence.
- 8-12.04 The principal and superintendent, or his/her designee, shall comply with reasonable requests from the teacher for relevant information in the department's or committee's possession not privileged under law concerning the person or persons involved.
- 8-12.05 Assistance in assault cases: Whenever it is alleged that a teacher has assaulted a person or that a person has assaulted a teacher, the principal and/or superintendent, or his/her designee, shall cooperate with the teacher involved in the investigation of the incident.
- 8-12.06 No teacher accused of assaulting a person shall be suspended from his/her duties, unless said suspension is in accordance with Article IX, Section 15: Teacher Suspensions.

**Section 13: Reimbursements**

- 8-13.00 The Woonsocket Education Department shall reimburse teachers for the reasonable cost, not to exceed two hundred dollars (\$200.00), of any clothing or personal property damaged, destroyed, or lost as a result of an assault suffered by a teacher while acting in the discharge of his/her duties within the scope of his/her employment, provided such damage, destruction, or loss was not due to the teacher's negligence. The school department shall have the right to receive proof of loss.

**ARTICLE IX - Working Conditions**

**Section 1: Calendar and Hours**

- 9-1.01 It is agreed that the school calendar shall be developed by the Committee.
- 9-1.02 The Guild shall be allowed to meet with the Superintendent or his/her designee, to discuss the school calendar prior to its adoption.
- 9-1.03 The Committee agrees that formal adoption of the calendar shall take place by May 1st.
- 9-1.04 The maximum hours of the school day and the number of school days shall coincide with the minimum established by the RI Board of Education. Should the State of Rhode Island and/or Federal Government alter the school hours or number of school days in Woonsocket beyond the 2005-2006 total, compensation relative to Section 9-1.04 shall be proportionate to a teacher's per diem rate. The teacher work year shall consist of 180 student days, two (2) evening parent visitation meetings, and an orientation day. The standard school day shall be not less than five and a half (5 ½) hours (three hundred thirty (330) minutes) of actual school work excluding lunch, recess periods, common planning time, pre and post school teacher time and any other time that is not actual instructional time. The kindergarten day shall be not less than two and three quarter (2 ¾)

hours (one hundred and sixty-five (165) minutes) of actual school work, excluding recess and any other time that is not actual instructional time.

All certified educators in the Woonsocket Education Department shall participate in at least 10 (ten) hours of professional development and one (1) professional development day annually. All professional development will be as identified by the district. Failure to complete the additional hours may result in the Superintendent's letter of reprimand and, depending upon circumstances, may include loss of pay at the per diem rate and may constitute insubordination.

#### 9-1.05

##### **Professional Development Hours Criteria:**

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

Any other professional development program requires pre-approval from the Professional Development Coordinator in order for it to count toward their annual professional development hours. The professional development shall not be during school hours in order for those hours to count towards the professional development requirement.

All offerings of professional development will be approved by the district and take place over the school year. Teachers may complete professional development in any of the following ways:

Professional Development day and 10 extra hours that can be accomplished by:

- District approved study groups
- District approved offerings held on regular basis (after school, summer, Saturday)
- District approved workshops and conferences

**Professional Development day and 20 hours of standing committee work including:**

- School Improvement Team
- Subcommittees of SIT designed based on action plans
- Response to Intervention Teams
- Principal-sanctioned committees re: Graduation by Proficiency and Personalization

***Professional Development day and 10 hours or more of training that leads to a certification as a presenter or facilitator. Superintendent or designee must approve the placement, and if training occurs during a regularly scheduled school day, the educator must take a Personal Day if they want the training to count as professional development hours.***

***Two professional development days will be offered by the district; each educator must attend one. Failure to complete at least one professional development day will result in raising the professional development hours required for that year to forty (40) unless specifically waived by the Superintendent.***

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

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

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

**Section 2: Duty Schedules**

9-2.01 Every teacher in the Woonsocket Education Department shall have a duty-free lunch period equal in time to that provided for the pupils of the same school.

9-2.02 In the Middle and High Schools it shall be the policy to establish a yearly rotation of duty schedules so that no teacher shall have a duty for two successive years, unless otherwise agreeable to the teacher.

**Section 3: Storage**

9-3.00 A desk and a clothing locker shall be available to each teacher, and where physical facilities allow, space where the teacher may safely store instructional materials and supplies.

**Section 4: Parking**

9-4.00 Provisions shall be made as soon as possible for proper and adequate parking facilities for teachers near their schools. However, the School Committee shall incur no costs for parking facilities for teachers in any new facility rented or leased after the date of this Agreement.

**Section 5: Class Size Objectives**

9-5.01 No subject class in the elementary schools shall exceed twenty-five (25) pupils.

9-5.01a The maximum cluster size at the Middle School will be 112. Clusters referenced above consist of teams of four teachers each.

9-5.02 No subject class in Woonsocket High School shall exceed thirty (30) pupils.

9-5.02a Classes at the Career Center may not exceed a 16:1 student/teacher ratio in any existing areas except Child Care, Networking, and Health Occupations in which the ratio may be 20:1. Hospitality and Computer related courses, such as word processing may have a ratio of 25:1. In two-teacher shops, the ratio should not exceed 32:2 for any class with the exception of Child Care.

9-5.03 Overages will be based on the roster of students, and teachers will submit the required paperwork on a quarterly period in which the overage occurs.

An acceptable reason for exceeding the maximum class size **objective** listed above may be one of the following:

- a. There is no space available to permit scheduling of any additional class or classes in order to reduce class size.
- b. Conformity to the class size objective would result in placing additional classes on the present schedule resulting in the extension of the length of the school day.
- c. A class larger than the maximum is necessary or desirable in order to provide for specialized or experimental large group instruction, or for the placement of pupils in a subject class of which there is only one in a grade.

Overages at the High School – Teachers at the high school shall be paid 25% of the contractual overage rate for each student whose enrollment is over the contractual class size objective. In the case of a self-contained special education teacher who has an overage in three instructional blocks, then that self-contained teacher shall receive 100% of the contractual overage objective. However, if a student in that teacher's class creates an overage in the 4th block, then the second teacher shall be paid 25% of the contractual overage rate and the primary teacher shall be paid 75% of the contractual overage rate.

Overages at the Middle School – Teachers at the middle school shall be paid 1/7<sup>th</sup> of the contractual overage rate for each student whose enrollment is over the contractual class size **objective**. In the case of a self-contained special education teacher who has an overage in at least five instructional periods, then that self-contained teacher shall receive 100% of the contractual overage limit. However, if a student in that teacher's class creates an overage in any other period, no other teacher shall be paid any portion of the contractual overage rate. In the case where two self-contained special education teachers share the joint responsibility for the combined enrollment of two classes, then the above shall apply, and each self-contained special education teacher shall receive 50% of the overages as described above.

Overages at the Elementary Schools – Self-contained AND inclusion classroom teachers at the elementary level shall be paid the contractual overage rate for each student whose enrollment is over the contractual class size **objective**. No other overages shall be paid.

9-5.04 Both parties affirm the necessity of reducing concentrations of slow learners in classes. Therefore, a joint board composed of two administrators and two union representatives will act as a review board in all cases to make a recommendation to the Superintendent, or his/her designee, in order to correct the various case situations. Should these recommendations not be implemented, the Superintendent, or his/her designee, must inform the Committee in writing of his/her reason(s) for the rejection of their recommendations.

9-5.05 The administration shall make every effort to adhere to the class size **objectives** specified herein by October 1 of each school year. Should class size objectives exceed contractual **objectives** after that date, teachers shall be compensated on a ratio of 1:n with n equal to the specific ratio of that class size **objective**. No class will be exceeded by more than two (2) students. However, the School Committee shall create new classes when necessary.

In the event that a Special Education class exceeds its regular size **objective** due to lack of classroom space, the receiving teacher will be compensated using the following formula.

As soon as sufficient numbers exist for a new class, such class will be created and extra compensation will be stopped.

Formula:

1/7th day's salary for a **specialized classroom (Formerly known as Medically Fragile or Severe and Profound)**.

1/11th day's salary for Self-Contained student

1/8<sup>th</sup> day's salary for integrated special needs student or 1/13 for regular education student

1/11th for special needs or 1/25th for regular education student per teacher's day salary for Inclusion. This stipend shall be divided equally by both teachers in that room.

Recommended caseloads for resource teachers is 31 direct service students and 6 response interventions and with a minimum of 45 hours of direct instructional time.

In the event a resource teacher has a caseload exceeding 31 students and 6 response interventions and 45 hours of direct instruction, the teacher shall be compensated at his/her contractual hourly rate for all hours in excess of 45.

Recommended caseloads for speech/language pathologists, occupational therapists, or physical therapists is 41 direct service students and 6 response interventions and with a minimum of 45 hours of direct instructional time.

In the event a speech/language pathologist, occupational therapist, or physical therapist has a caseload exceeding 41 students and 6 response interventions and 45 hours of direct instruction, the pathologist shall be compensated at his/her contractual hourly rate for all hours in excess of 45.

The Woonsocket Teachers' Guild supports the above procedure with the understanding that it is only a temporary solution and should not be continued as a permanent policy.

In the event that special needs enrollment is less than eleven (11) students in an inclusion class, additional regular education students may be added to the class up to the maximum class size allowed at that grade level with no additional compensation.

**Section 6: Written Policies**

9-6.00 All policies, practices, rules and regulations which teachers are expected to observe and/or carry out must be written and distributed to each school and be made available to every teacher who wants to peruse them.

**Section 7: Programming**

9-7.01 A planning or preparation period may be provided each teacher in the high school and middle school during each school day.

9-7.02 All high school teachers shall be programmed for no more than twenty-five (25) standard periods of classroom teaching per week. On the average, high school and middle school teachers shall be provided 45 minutes of preparation time per day. High School teachers working a four period (block) schedule shall have three (3) teaching periods and one (1) planning period.

**Section 8: Teacher Files**

9-8.00 The personnel file on each teacher shall be maintained in the Central Administration Office under the following circumstances:

9-8.01 It shall be the responsibility of the teacher to furnish pertinent information necessary for his/her continued employment. No material derogatory to a teacher's conduct, service, character, or personality shall be placed in the file unless the teacher has had the opportunity to read the material. The teacher 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.

9-8.02 The teacher shall have the right to answer any material filed and his/her answer shall be attached to the file copy.

9-8.03 Upon appropriate request by a teacher, he/she shall be permitted to examine his/her own file in the presence of the Superintendent, or his/her designee.

9-8.04 The teacher shall be permitted to reproduce any material in his/her file except the material relating to his/her original application for employment.

9-8.05 No anonymous letters or materials shall be placed in the teacher's file.

9-8.06 All matters pertaining to a successful or pending grievance shall be treated as

confidential material by the committee and shall not be consulted in decisions regarding re-employment, promotions, assignment, or transfer.

9-8.07 Material will be removed from a file and given to the teacher when a teacher's claim that it is inaccurate or unfair is sustained at any step of the grievance procedure.

**Section 9: Elementary Relief**

9-9.01 In elementary grades, pre-school through grade five, it shall be the right of the homeroom teacher to leave the classroom on being relieved by an itinerant teacher as long as that relief is for the purpose of providing contractually-required preparation time.

9-9.02 Elementary teachers shall be provided planning/preparation time, as is provided in 9-7.01 and 7-7.02, for an average of two hundred (200) minutes per week. This time shall not include lunch, recess, or the fifteen (15) minutes before and after the regular teaching day. Time before and after school may be counted as preparation time for itinerants and support personnel. If any elementary teacher is for any reason absent during his/her planning/preparation time, the planning/preparation time shall be considered as given to the elementary teacher. To implement this schedule, all professional employees will be utilized. It is recognized that during the term of this contract there may be minor variations of this time, such as would occur if an itinerant teacher is not more than five (5) minutes late in arriving to a class.

9-9.03 If an elementary librarian or itinerant teacher in the field of art, music, technology or physical education is absent and cannot be replaced by a librarian or itinerant teacher substitute in said particular area, the School Committee agrees to make a good faith attempt to reschedule the class of the librarian or itinerant teacher in said particular area at some time during the remainder of the school year (except that the class does not have to be rescheduled if the librarian or itinerant teacher is absent during the last week of the school year). If the School Committee's good faith attempt to reschedule the class is unsuccessful, the class need not be rescheduled.

9-9.04 On days during which field trips, class trips, or early releases occur, the planning/preparation time shall be considered as given to the elementary teacher. Teachers may exchange planning time if mutually agreeable to the teachers and the itinerant and approved by the principal. Approval shall not be withheld without valid reason.

9-9.05 The planning/preparation time provided by itinerant teachers will begin on the first day of classes.

9-9.06 The planning/preparation time usually provided by librarians will not be provided during the final three (3) days of the school year. The planning/preparation time usually provided by other itinerant teachers will not be provided during the last day of the school year.

9-9.07 Itinerant teachers' schedules within a building will provide for sufficient time to travel from one classroom to another. Such passing time shall not exceed five (5) minutes.

**Section 10: Collections**

9-10.00 Any collections taken up in school for the profit of private companies shall be collected by agents of said companies, not by classroom teachers.

**Section 11: Curriculum Committees**

9-11.00 Any committee established by the Woonsocket Education Department for the purpose of curriculum revision or development shall have at least three (3) members selected by the Woonsocket Teachers' Guild.

**Section 12: Wearing Apparel**

9-12.00 The Education Department will provide no more than two (2) sets of apparel "above normal" street-wear for teachers of Industrial Arts, Science, Art, Home Economics, and coaches. If more is shown to be necessitated, the apparel will be provided by the Education Department.

The Education Department will provide wearing apparel for teachers at the career center in accordance with past practice. Shoes will not be covered except that in those courses at the career center in which steel-toed shoes are required. The Education Department will provide them as needed, but not more than one (1) pair per year.

9-12.01 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.

**Section 13: Teachers' Lounges**

9-13.01 Each school shall have a permanent teachers' lounge where possible, proportionate in size to the number of teachers assigned to the building.

9-13.02 There shall be suitable furnishing and furniture, properly maintained by custodial services.

9-13.03 When such rooms also serve as teachers' dining areas, paper towels and napkins shall be provided.

**Section 14: Teacher Evaluation and Reprimand**

9-14.01 Teachers 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.

9-14.02 Evaluation-monitoring or observation of the work performance of a teacher will be conducted openly and with the full knowledge of the teacher. The use of eavesdropping, public address, videotape, or audio systems, or other electronic monitoring devices shall not be allowed except with the consent of the teacher.

9-14.03 All unsatisfactory evaluations shall be followed, within five (5) days, by a conference called by the school principal, administrator, or evaluator with the teacher. The school principal, administrator, and/or evaluator directly involved shall be responsible for preparing a written constructive critique of the teacher's work that will be given to the teacher prior to the conference.

9-14.04 Evaluation forms will be prepared in duplicate -- one for the teacher and one for the principal. Each year, a summary report of each teacher's evaluations shall be prepared by the principal. This summary report shall be prepared in triplicate -- one for the teacher, one for the principal, and one for the Central Office file.

9-14.05 Within five (5) days, each evaluation will be discussed by the evaluator with the teacher.

9-14.06 ***Through June 30, 2018, the School Committee agrees to employ the RIDE-approved Innovation Consortium Evaluation System, as it may be amended from time to time.***

**Section 15: Teacher Suspensions**

9-15.01 The teacher shall be subject to suspension for justifiable reasons.

9-15.02 Charges for the suspension action shall be communicated in writing to the teacher.

9-15.03 After the teacher has been suspended, he/she shall be entitled to a hearing by the School Committee.

9-15.04 Written charges as mentioned above shall be made before the School Committee hearing.

9-15.05 The hearing will be held within ten (10) days of the suspension.

9-15.06 Suspension shall not incur loss of pay if the teacher is found innocent.

**Section 16:**

9.16.01

a) In any circumstance in which it is necessary to layoff teachers from their employment, layoffs shall be made in inverse order of the teachers' employment within the affected certification. 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, or to the extent required by R.I.G.L. 16-13-6.

(b) Section (a) shall not be applied in circumstances in which it is necessary to retain teachers of technical and/or specialized subjects whose places cannot be filled by teachers of earlier appointment.

(c) During the period from July 1, 2013 through June 30, 2018, in no year shall more than 15% of teachers be laid off.

**ARTICLE X - Transfers and Promotions**

**Section 1: Teaching Assignments**

10-1.01a

When any vacancy exists which is posted and is to be filled by transfer, or a new teaching position is created, as between persons from within or without the system who are equally qualified, the senior applicant shall be selected where qualifications are deemed by the Superintendent to be equal as determined by the School Committee. The following factors shall be used in determining qualification:

1. Academic background, certification and training of the applicant.
2. Relevant experiential background of the applicant.
3. Results of interviews conducted by the Administration.
4. Evaluations of the applicant's effectiveness as a teacher and related data, including teacher-provided materials relevant to the evaluation or selection process.

10-1.01b

When a vacancy occurs in a Middle School Cluster and there is no internal candidate, said remaining cluster members will interview interested applicants along with said responsible administrator. Said interview committee will make a recommendation to the Superintendent following procedures set forth in 10-1.01a. Team members will recommend which subject area position will be posted.

The process for filling a Middle School open team position for a non-internal candidate is as follows:

1. List of candidates will be selected for interview process.
2. The interview team will interview each candidate and provide a list of their top three candidates in priority order to the building Principal. Unless the Principal or Superintendent on data concludes that another candidate would be more effective, selection will be made in order of priority fixed by the interview team.

The makeup of the Interview Team shall include at least one Building Administrator and at least one teacher from the Team.

The interview team will use a list of pre-determined questions. The procedure for creating these questions and point values are:

1. The interview team will meet and create a list of questions for the interview process.
2. The questions will be assigned a point value, which will total 70 points.
3. The maximum total points that one can acquire is 70.

10-1.02

The seniority of each employee shall begin on the first day of continuous employment in the Woonsocket Education Department, and shall not include days worked as a per diem substitute teacher. Sabbatical, academic, and childbirth leaves of absence shall be counted as service in computing the length of continuous service for purposes of

seniority. Time granted to employees for personal leaves or leaves under 8-6.03 and 8-6.04 will not be counted as service in computing the length of continuous service. Seniority shall be lost when a teacher terminates voluntarily, is discharged for just cause, or exceeds an authorized leave of absence. An employee who was a member of the bargaining unit who is laid off and who is recalled within twelve (12) months of the date of layoff shall regain the seniority, personal days and accrued sick days he/she had before he/she was laid off.

Employees with the same beginning date of employment shall have their seniority determined by lot.

Administrators returning to the bargaining unit shall be considered to have continuous service for the total number of years that individual served in a position in the bargaining unit and up to five years of time in the administrative position(s).

- 10-1.03 No teacher in the elementary schools (pre-primary through grade 5) who is on tenure shall be transferred from the elementary schools to the secondary schools (grade 6 through 12) without his/her consent.
- 10-1.04 No teacher in the secondary schools shall be transferred from the secondary schools to the elementary schools without his/her consent.
- 10-1.05 Nothing herein above contained shall prevent the transfer of personnel within levels for good use.
- 10-1.06a Subject to application of an individualized, data driven assessment as to what teacher(s) would be most effective, and all else being equal, the following will prevail. If the School Department elects to transfer one or more teachers from a grade or subject area in a school because of a decrease in pupil enrollment, the teacher with the least contractual seniority who is in that grade or subject area will be transferred first. After such teacher is thus transferred, said teacher shall have the right to return to his/her former position, if there is a vacancy in the former position the next year. Such teacher must request such return within one (1) school year after the effective date of the transfer. This right will terminate one (1) school year after the effective date of the transfer.
- 10-1.06b A teacher holding a position that has not been altered or eliminated for the next school year will remain in that position except in the case of layoff or displacement or other action by the Education Department or Superintendent. Nor will such an unaltered or uneliminated position be put up for bid unless it has been vacated, voluntarily or involuntarily.
- 10-1.07 Teachers shall receive adequate notification of any change in their assignment for the following year.
- 10-1.08 Teachers will be granted voluntary transfers prior to the start of the school year on the basis of seniority if qualifications are equal, provided that the Committee shall in good faith attempt to determine if such transfer will prevent the recall of a tenured teacher who otherwise would be recalled, and if such recall would be prevented by the transfer, the transfer will not be granted.
- 10-1.09 When practical, all transfers will take effect at the beginning of a new marking period. Transfers may be granted but not implemented until the following school year when mutually agreed upon by the union and administration.
- 10-1.09a No teacher may voluntarily transfer without the approval of the Superintendent of Schools. Positions posted after January 31 may be applied for according to the provisions of this section. The transfer shall become effective following the last day of school provided that the temporarily filled position will be vacant for the following school year. The resulting vacancy shall be filled with a long-term substitute for the remainder of that school year.
- 10-1.10 Teachers hired after July 1, 2000 must remain in their assignment for a minimum of one (1) year unless their assignment is eliminated or restructured.
- 10-1.11 All transfers finalized at the conclusion of the annual job fair/job assignment process shall be binding. With the exception of newly created positions, the transfer of all teachers will be limited to one move in a contract year.

- Section 2: Postings**
- 10-2.00 All positions in the Woonsocket Education Department that become vacant shall be posted within fifteen (15) days of the occurrence providing the School Committee wishes to continue such position.
- 10-2.01 The Committee will mail notices of vacancies posted during the summer vacation to those teachers who leave a sufficient number of stamped envelopes for each vacancy. The notice will be a summary of the vacancy, and will be mailed on the day the vacancy is posted. Vacancies occurring during the summer vacation shall be posted for two (2) weeks except for emergencies. Failure for a teacher to receive such notices shall not invalidate action taken by the Committee in filling the vacancy.
- 10-2.02 **Alternative Student Programs:**  
***When filing specific positions in our alternative programs for behaviorally, emotionally and academically challenged students (i.e. FACTS, FOCUSS, and Feinstein program students, and positions mutually agreed upon between the WTG and the Superintendent or his or her or their designee), there will be special consideration given to the skill level and prior experience of the teacher to address the specific needs of the students.***
- Section 3: Appointments**
- 10-3.00 Appointments normally shall be made within seventy (70) days after the vacancy has been posted. The transfer of a teacher may be delayed until a replacement for the vacancy created by the transfer is filled.
- Section 4: Promotional Policy**
- 10-4.01 a. Promotional positions are defined as positions on the administrator/supervisory level, including but not limited to positions of superintendent, assistant superintendent, supervisor, director, coordinator, principal, assistant principal, athletic coordinator, and department heads.  
b. To apply for any promotional position, a person must be certified for the particular position in question and present a completed application form.  
c. Vacancies for promotional positions shall be posted for two (2) calendar weeks.  
d. After the close of the posting period, the Superintendent, or his/her designee, shall prepare a list of all qualified candidates, which shall become the eligible list.  
e. Nothing herein shall impede consideration or employment of outside candidates for a promotional position.
- 10-4.02 Application forms shall include the following information:  
a. Educational preparation and degrees earned, supported by official transcripts.  
b. Statement of teaching experience.  
c. Statement of educational administration experience.  
d. Work experience.  
e. All information submitted with the application must be verifiable.  
f. Statement of reasons for consideration by the candidates based upon pertinent information not included in the above statements.
- 10-4.03 Advancement and promotion within the school system will be based on the following rating of candidates:  
a. Education.  
b. Relevant Job Experience  
c. Quality of Performance: The Superintendent, or his/her designee, shall give consideration to statements and evaluations made by those school officials who have been in a position to observe the performance of the candidate, in addition to his/her (Superintendent's or his/her designee's) own evaluation.  
d. Oral Interview: The Superintendent, or his/her designee, shall convene an interviewing committee to include the Superintendent and/or his/her representative, the immediate supervisor to the position under

consideration, other appropriate administrative personnel as determined by the Superintendent, or his/her designee. The Interviewing Committee may include a member of the Woonsocket School Committee and a community representative.

- 10-4.04 Recommendation for appointment by the Superintendent:
- a. The Superintendent shall recommend to the Committee one of the top three candidates whose name appears on the eligible list for the position under consideration.
  - b. If an eligible list contains fewer than three names, the Superintendent shall recommend to the School Committee one of the candidates whose name comprised the eligible list for the position under consideration or call for another posting and application process.
  - c. Any candidate who fails to receive an appointment may, upon request to the Superintendent, or his/her designee, see the score of candidate and/or meet to discuss the reasons why he/she was not appointed.
- 10-4.05 Health Examination: Each candidate must file with his/her original application a certificate from a physician stating that he/she is able to assume the duties of the position for which he/she has applied.
- 10-4.06 The Guild shall be provided with a copy of the eligible lists set out under 10-4.01.
- 10-4.07 Candidates for promotional and extra-curricular positions from within the Woonsocket Education Department shall be given preference for such positions except where the qualifications of the candidates from outside the system are superior. Decisions on the relative qualifications of candidates for promotional positions shall not be subject to grievance or arbitration.

**Section 5: Job Descriptions**

- 10-5.01 The Superintendent of Schools, or his/her designee, shall prepare job descriptions for all positions, administrative and supervisory in nature, which affect teachers.
- 10-5.02 The job description shall have a clear definition of the responsibilities of each administrator or supervisor as they affect teachers. The job descriptions shall be available to teachers and other members of the bargaining unit.
- 10-5.03 Where teachers are responsible to more than one supervisor, they shall be advised by their principal of the exact division of such responsibility.
- 10-5.04 Job descriptions shall be written for new or vacant teaching positions that require special skills / competencies or which require alternate hours of work.

**Section 6: Job Fair [ENFORCEABILITY OF THIS SECTION 6 HAS BEEN STAYED – SEE PP. 42-44]**

- 10-6.00 *A human Capital Policy that is in accordance with the BEP will be developed mutually between the Woonsocket School Committee (or designee) and the WTG (or designee). Not later than one week before the job fair, a list of all known vacancies or new positions for the following school year will be posted. The administration will make every effort to identify those classes and/or schools anticipated to close. The school department and the union will review this list prior to its distribution.*

A job fair will be held annually no later than the first week in June to fill the aforementioned positions. The exact date, time and location of said meeting must be mutually agreeable to the school department and the union.

When a vacancy occurs in a Middle School Cluster, and it is not filled by an internal candidate, the position will be posted and filled separately according to the terms of the contract.

Any vacancies that occur in an inclusion class will also be posted separately and filled per contract.

Certified personnel in attendance who wish to change their assignment (either grade, subject or building) and be transferred to a position will voice their interest as each job is

called out. Certification and seniority of the most senior interested person will be verified, and the name of the successful bidder announced. Any resulting vacancy will immediately be listed. This procedure will continue until all the posted vacancies, open positions as well as any vacancies created by transferred teachers are filled. Certified personnel will not be limited to one selection during the job fair. The various positions will be called out in level order, i.e. all secondary positions will be called, then middle school positions, then elementary school positions, followed by special areas, etc.

Certified personnel who are not able to attend but wish to change their assignment may participate by proxy. Prior to the job fair they will hand deliver a copy of their completed proxy form to the Guild office so that a representative may bid for them in their stead.

#### Order of Bidding

As in accordance with article 10-1.08 of the union contract, which language denies a voluntary transfer that may prevent the recall of a tenured teacher, the following bidding order will be followed:

1. Any tenured teacher wishing to voluntarily transfer to a different position will be allowed to bid in order of their seniority.
2. Displaced non-tenured teachers next will be allowed to bid on open positions.
3. Non-tenured teachers wishing to voluntarily transfer to a different position will be last to bid.

Any vacancies or open positions not filled at the close of this meeting, as well as any vacancies or open positions occurring after the job fair will be posted and filled in accordance with existing contract language.

### **ARTICLE XI - Grievance Procedure**

#### **Section 1:**

##### **Definition**

- 11-1.01 A "grievance" shall mean a complaint by a member of the bargaining unit that: There has been, according to the grievant, a violation, misinterpretation, or inequitable application of any of the provisions of said Agreement, or the grievant has been treated unfairly or inequitably by reason of an act or condition that is contrary to established policy or practice governing or affecting employees.
- 11-1.02 The term "grievance" shall not apply to any matter as to which a method of review is prescribed by law, or by any rule or regulation of the RI Commissioner of Education having the force and effect of law.
- 11-1.03 A grievant shall mean either:  
(a) an individual employee,  
(b) a group of employees having the same grievance, or,  
(c) the Guild.
- 11-1.04 The written grievance charge shall set forth specifically the act(s) or condition(s) giving rise to the grievance.
- 11-1.05 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.

#### **Section 2:**

##### **Procedure**

- 11-2.00 Grievances shall be presented and adjusted in accordance with the following procedures:
- 11-2.01 The grievant shall file written notification of the grievance within five (5) days of the occurrence, circumstances, or conditions giving rise thereto with the Guild. Said notification shall provide specific contract references and specific remedy sought.
- 11-2.02 Within five (5) days of receipt of the grievance, the Guild shall file concurrently copies of the grievance with the Superintendent, or his/her designee, and the immediate administrative supervisor or principal.  
The grievant and union representatives shall meet, within ten (10) days of said filing, with the grievant's immediate administrative supervisor or principal in an attempt to resolve the grievance. The administrative supervisor or principal shall have ten (10) days after

such meeting to file a written decision with the Guild stating only whether the grievance is upheld or denied.

11-2.03 Within ten (10) days of receipt of the written decision of the administrative supervisor or principal, the Guild shall have the right to appeal, in writing, the decision of the administrative supervisor or principal. The appeal shall be made to the Superintendent, or his/her designee.

11-2.04 Within ten (10) days after receipt of such an appeal, the Superintendent, or his/her designee, and the Guild shall meet in an attempt to resolve the grievance. The Superintendent, or his/her designee, shall render a written decision within ten (10) days following such meeting.

11-2.05 Within ten (10) days of receipt of the written decision of the Superintendent, or his/her designee, the Guild shall have the right to appeal, in writing, the decision of the Superintendent, or his/her designee. The appeal shall be made to the School Committee.

11-2.06 The School 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.

### **Section 3: Grievance Arbitration**

11-3.01 Within ten (10) days from receipt of the decision of the School Committee, the Guild shall notify the Committee that it wants to submit the grievance to arbitration.

11-3.02 Within seven (7) days after written notice to the School Committee of submission to arbitration, the Guild and the School Committee shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain said commitment within the specified period, a written request for a list of arbitrators shall be made by the Guild to the American Arbitration Association and an arbitrator shall be selected from said list pursuant to the rules and procedures of the American Arbitration Association.

11-3.03 The arbitrator so selected shall call a hearing to be held within ten (10) days after his/her appointment and shall give at least seven (7) days' notice in writing to the Guild and the Committee of the time and place of such hearing.

11-3.04 The hearing shall be informal, and the rules of evidence prevailing in judicial proceedings shall not be binding.

11-3.05 Any and all documentary evidence and other data deemed relevant by the arbitrator may be received in evidence.

11-3.06 The arbitrator shall have the power to administer oaths and to require by subpoena the attendance and testimony of witnesses, the production of books, records, and other evidence relative or pertinent to the issue presented to them for determination.

11-3.07 Both the Guild and the Committee shall have the right to be represented at any hearing before said arbitrator.

11-3.08 Hearings shall be concluded within twenty (20) days of the time of commencement and within ten (10) days after the conclusion of the hearings, the arbitrator shall make written findings and a written opinion upon the issues presented, a copy of which shall be mailed or otherwise delivered to the Guild and the Committee.

11-3.09 The decision of the arbitrator shall be binding upon the parties. Before the arbitrator's decision becomes final, he must present a draft opinion to each side, either of whom, within five (5) days of the receipt of the draft, may then request a meeting with the arbitrator before the decision becomes final. The decision of the arbitrator shall be final and no appeal shall lie there from except on the ground that the decision was procured by fraud or that it violates the law, in which case appeals shall be to the Superior Court.

11-3.10 Fees and expenses of arbitration shall be borne equally by the Guild and the Committee.

### **Section 4: Communications**

11-4.00 All communications shall be by certified mail except when another means of delivering communications is agreed to by both parties.

## **ARTICLE XII - Summer School, Night School, and Special Programs**

### **Section 1: Teacher Preference**

- 12-1.00 Teachers in the bargaining unit who hold proper certification shall be given preference for teaching positions in the summer and night school programs over administrative personnel.
- 12-1.01 Subject to the approval of the Administration and the WTG, teachers who design a course(s) shall have first preference to teach that course.
- 12-1.02 Teachers have the right of first refusal for ESY programs in their rooms and area of certification.

### **Section 2: Summer School**

- 12-2.01 Prior to June 15th, teachers interested in summer school positions must file an application with the Superintendent or his/her designee. Applications for filing shall be available at the office of the Superintendent of Schools by June 1st.
- 12-2.02 Anticipated summer school positions shall be posted within seven (7) days after a determination has been made to approximate enrollments.
- 12-2.03 All appointments shall be made on the basis of qualifications for the particular position; where qualifications are determined to be equal, teachers with the greatest seniority in the Woonsocket Education Department shall be appointed, except as noted in 12-1.01.

### **Section 3: Night School and Special Programs**

- 12-3.01 Night school and special program positions shall be posted within fifteen (15) days of the occurrence of the vacancy.
- 12-3.02 All appointments shall be made on the basis of qualifications for the particular position; where qualifications are determined to be equal, teachers with the greatest seniority in the Woonsocket Education Department shall be appointed, except as noted in 12-1.01.

## **ARTICLE XIII - General Agreement**

### **Section 1: Availability of Information**

- 13-1.00 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.

### **Section 2: Clarification Meetings**

- 13-2.01 In order to eliminate misunderstanding and to assure smooth operation of the Agreement, clarification meetings may be called by either the Committee or Guild upon reasonable notice.
- 13-2.02 Such requests for meetings shall be set forth in writing.

### **Section 3: Duration of Agreement**

- 13-3.01 This Agreement shall become effective as of July 1, **2013** and shall continue in effect until June 30, **2018**.
- 13-3.02 Requests in writing to reopen negotiations shall be mailed to the other party on or before December 1, **2017**, and negotiations to effect a new contract shall commence on or before December 10, **2017**, or at a mutually agreed upon date.
- 13-3.03 In the event that the Woonsocket Education Department merges or consolidates with another entity of similar nature, it shall be required as a condition of such merger or consolidation that the successor honor and abide by the terms and conditions of this agreement.

### **Section 4: No Strike**

- 13-4.00 The Guild and its agents will not assist or participate in strikes, sanctions, work

slowdowns, or any concerted effort which is designed to impair the normal operation of the school system during the life of this Agreement.

**ARTICLE XIV - Conformity to Law - Saving Clause**

**Section 1: Conformity to Law**

14-1.00

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

**Section 2: Saving Clause**

14-2.01

All other provisions of this Agreement shall continue in effect.

**ARTICLE XV – Miscellaneous**

**Section 1: Policies and Practices**

15-1.00

The School Committee and its representatives and the Woonsocket teaching staff shall take no action violative of, or inconsistent with, any provision of this Agreement or any policy or practice governing working conditions of teachers existing on the date of the execution of this Agreement, unless otherwise modified by this Agreement.

## APPENDIX A

### 2013-2017 Teacher Salary Scale

|      |           | 2.10%  | 4.75%   | 5.25%  | 6.00%  | 6.25%  | 6.50%  |
|------|-----------|--------|---------|--------|--------|--------|--------|
|      |           | 1,471  | 3,327   | 3,677  | 4,203  | 4,378  | 4,553  |
| Step | Bachelors | B+30   | Masters | M+15   | M+30   | CAGS   | PH. D. |
| 1    | 39,914    | 41,385 | 43,241  | 43,591 | 44,117 | 44,292 | 44,467 |
| 2    | 41,245    | 42,716 | 44,572  | 44,922 | 45,448 | 45,623 | 45,798 |
| 3    | 42,574    | 44,045 | 45,901  | 46,251 | 46,777 | 46,952 | 47,127 |
| 4    | 44,571    | 46,042 | 47,898  | 48,248 | 48,774 | 48,949 | 49,124 |
| 5    | 47,231    | 48,702 | 50,558  | 50,908 | 51,434 | 51,609 | 51,784 |
| 6    | 50,557    | 52,028 | 53,884  | 54,234 | 54,760 | 54,935 | 55,110 |
| 7    | 53,884    | 55,355 | 57,211  | 57,561 | 58,087 | 58,262 | 58,437 |
| 8    | 57,876    | 59,347 | 61,203  | 61,553 | 62,079 | 62,254 | 62,429 |
| 9    | 61,733    | 63,204 | 65,060  | 65,410 | 65,936 | 66,111 | 66,286 |
| 10   | 70,042    | 71,513 | 73,369  | 73,719 | 74,245 | 74,420 | 74,595 |

All persons whose compensation is based on the Teachers' Salary Scale will be paid in accordance with Section 7-1.07 and in accordance with the salary schedule set forth in Appendix A. The first payment is to be made on the 2nd Friday after the opening of School. Individuals working beyond the normal school year shall receive compensation for the additional days on a bi-weekly basis. Employees who work part-time and/or job share shall earn pro-rated credit.

There will be no increases to the salary schedule during the period from July 1, 2013 through June 30, 2017. Provided, however, in any of the fiscal years beginning July 1, 2013 up to and including the one beginning July 1, 2016, if there is an unanticipated increase in State funding of WED (defined as unrestricted State funding in excess of that fixed by the Fair Funding Formula set forth in Chapter 16-7.2 of the General Laws when it is fully implemented) then 50% of that excess amount will be paid to WTG members in the form of salaries (including excess pension contributions, other roll-ups and payroll taxes) in the year in which it is received. The parties will agree upon a method for allocating any excess funds received among the teachers by August 30, 2013. Effective as of the first pay period of the 2017-2018 school year, teachers' salaries as written in the contract shall be increased by two percent (2%) on all steps and lanes ("lanes" shall mean those items that are referred to in Appendix A-2.01 of the contract). On June 30, 2018, teachers' salaries shall be increased by an additional two percent (2%) on all steps and lanes (adjusted salary on June 30, 2018 to be paid for and on the last day of the last pay period). A-2: Professional Advancement Schedule – 2006-2009:

A-2.01 The Professional Advancement Schedule will be a percentage of the Bachelors' tenth step:

|                           | %    | 2013-17 |
|---------------------------|------|---------|
| Bachelor's + 30 grad. hrs | 2.10 | 1,449   |
| Master's Degree           | 4.75 | 3,277   |
| Master's + 15 grad. hrs   | 5.25 | 3,622   |
| Master's + 30 grad. hrs   | 6.00 | 4,139   |
| M.S.W.                    | 6.00 | 4,139   |
| National Board Certified  | 6.25 | 4,311   |
| C.A.G.S.                  | 6.25 | 4,311   |
| Doctorate                 | 6.50 | 4,484   |

A-2.02 Requests for salary entitlements on the Professional Advancement Schedule must be supported by official transcripts. All requests for salary entitlements or adjustments on the above schedule must be submitted by September 30th of the school year for which

payment is requested. Requests submitted after September 30th will not be processed and paid until the following school year.

- A-2.03 Teachers who have fulfilled all requirements for and have earned and received two or more Master's degrees prior to September 1, 1974, shall receive compensation for each degree as outlined in the Professional Advancement Schedule. All other teachers entitled shall receive compensation for one earned Master's Degree commencing September 1, 1974, but no further sum for any Master's Degree earned by said teachers in excess of one shall be paid.
- A-2.04 Teachers receiving the Master's Degree increment for the BA+36 prior to September 1, 1969, shall continue to do so.
- A-2.05 Credit for student teaching which is required for state certification shall not be acceptable for payments received on the Professional Advancement Schedule.

A-3: Additional Time Worked  
Any teacher who is required to work any additional days for the Woonsocket Education Department shall be paid at his/her appropriate daily rate of his/her annual gross salary as defined in section 9-1.04.

A-4: High School and Middle School Department Heads - Payment Schedule  
All Department Chairs will be responsible for the evaluation of all personnel upon which their stipend is based. Department Heads, Athletic coaches and extra-curricular advisors shall be subject to an annual performance evaluation,.

A-4.01: Academic Department Heads

| Number of Teachers in Department | Percentage |
|----------------------------------|------------|
| 1 - 5                            | 7.00%      |
| Over 5                           | 8.35%      |
| Subject Area Supervisors         | 10.00%     |

Percentage figures used are the percent of the bachelor maximum.

A-4.02: Guidance Department Heads - Payment Schedule

High School:

| Number of Teachers in Department | Percentage |
|----------------------------------|------------|
| 1 - 5                            | 14.0%      |
| Over 5                           | 16.7%      |

Middle School:

|                      |       |
|----------------------|-------|
| Guidance Team Leader | 10.0% |
|----------------------|-------|

Percentage figures used are the percent of the bachelor maximum.

- A-5 Teachers shall be compensated at the rate of \$30.00 per hour in Summer, Evening, Before and After School, Saturday and Career and Technical Center and Homebound Programs. Workshop participants shall receive \$25.00 per hour and trainers at \$35.00 per hour.
- A-5.01 Federal, Summer, Evening, Before and After School and Career and Technical Center
- A-5.02 Federal guidelines, with respect to hourly rates, shall prevail when E.S.E.A. Programs are instituted.

**APPENDIX B**

**B-1: Extra-Curricular Activities Salary Schedule**

| Activity  | Percentage |
|---|------------|
| Varsity Football Head Coach .....   | 11.9%      |
| Head Coaches  |            |
| Baseball .....  | 8.35%      |
| Basketball .....  | 8.35%      |
| Field Hockey .....  | 8.35%      |
| Hockey .....  | 8.35%      |
| Indoor Track .....  | 8.35%      |
| Outdoor Track .....   | 8.35%      |
| Soccer .....  | 8.35%      |
| Softball .....  | 8.35%      |
| Volleyball Coach .....  | 8.35%      |
| Wrestling Coach .....   | 8.35%      |
| Assistant Football Coaches .....  | 7.15%      |
| Assistant Coaches .....   | 5.25%      |
| Middle School Coaches .....   | 5.25%      |
| Cross Country Coaches .....   | 5.25%      |
| Golf Coach .....  | 5.25%      |
| Gymnastics Coach .....  | 5.25%      |
| Tennis Coach .....  | 5.25%      |
| Intramural Coordinator .....  | 3.90%      |
| Coaches, Intramural, Cheerleaders',<br>Majorettes' (per seasonal sport) ..... | 2.38%      |

**B-2**

| Activity  | Percentage |
|---|------------|
| Senior High Yearbook (Format and Content) ..... | 5.25%      |
| Senior High Publication (Quarterly) .....       | 5.25%      |
| Senior High Yearbook (Business Manager) .....   | 4.28%      |
| Senior Class Advisor (12th grade) .....         | 2.38%      |
| A-V Coordinators .....                          | 3.10%      |
| Band Director .....                             | 11.90%     |
| Choral Director .....                           | 8.35%      |
| Jazz Band Director .....                        | 5.25%      |
| Asst. Band Director .....                       | 5.25%      |
| Asst. Band Director .....                       | 5.25%      |
| Select Choir Director .....                     | 5.25%      |
| Asst. Choral Director .....                     | 5.25%      |
| Art Activities and Art Club .....               | 2.85%      |
| Science Club .....                              | 2.85%      |
| Dramatics - Middle School .....                 | 2.85%      |
| Dramatics - High School .....                   | 2.85%      |
| National Honor Society Advisor .....            | 2.85%      |
| RI Honor Society Advisor .....                  | 2.85%      |
| Student Council Advisor .....                   | 2.62%      |
| Debating Club .....                             | 2.38%      |
| Junior Class Advisor (11th grade) .....         | 2.14%      |
| Sophomore Class Advisor (10th grade) .....      | 1.90%      |
| Freshmen Class Advisor .....                    | 1.90%      |
| Future Business Leaders of America Club .....   | 1.63%      |
| Ski Club .....                                  | 1.63%      |
| * Clubs .....                                   | 1.63%      |

- \* All clubs, authorized by the School Committee, that have a definite constitution and meeting schedule, shall receive compensation as listed above.
- \*\* There is an expectation that clubs and activities listed above involve significant after-school hours.

## APPENDIX C

### C-1: **Travel Allowance**

C-1.01 For teachers whose schedule, as approved by the Superintendent, or his/her designee, is equivalent to commuting to and from a school even when a different school building is visited each session: None

C-1.02 For teachers whose schedule, as approved by the Superintendent, or his/her designee, necessitates visiting a minimum of three (3) different school buildings daily or its equivalent:

\$175.00

C-1.03 For teachers whose schedule, as approved by the Superintendent, or his/her designee, necessitates visiting four (4) or more school buildings daily or its equivalent: \$375.00

C-1.04 For school attendance officers: \$1,200.00

C-1.05 Other teachers required to travel between various schools and students' homes and who receive prior authorization shall be reimbursed in accordance with Internal Revenue Service mileage rates. Said teachers shall submit weekly mileage vouchers to the Superintendent's designee.

C-1.06 Travel between home and school shall not be reimbursable.

C-1.07 For all of the above, the teacher shall be entitled to the stipend provided the teacher uses his/her vehicle to travel from school to school.

### C-2: **Job Sharing**

C-2.01 In the event that an employee wishes to share his/her position, he/she must submit a written request to do so to the Superintendent of Schools not later than June 1 preceding the school year for which he/she wishes to job share.

The Superintendent, or his/her designee, will meet with the teacher making such a request to determine the working hours and teaching schedule being requested. The Superintendent will then recommend the working hours and teaching schedule to be posted for the remainder of the position to the School Committee for its approval.

The Guild will be advised of any such positions.

The granting of such job sharing is at the sole discretion of the School Committee.

When two teachers share a position, the cost for fringe benefits, personal days, sick days, or any other leaves will not exceed what it would cost the School Committee to hire one person.

The Superintendent will solely determine the allocation of fringe benefits.

## APPENDIX D

### D-1: **Longevity Pay**

Certified personnel with 10-14 years of service, the last 5 of these years in Woonsocket, will receive \$400.00; those with 15-19 years of service, the last 10 of these in Woonsocket, will receive \$600.00; those with 20-24 years of service, the last 15 of these in Woonsocket, will receive \$1,000; those with 25 or more years of service, the last 20 of these in Woonsocket, will receive \$1,400.00. During the 2008-2009 school year and thereafter, people with 25-29 years of service, the last 20 of these in Woonsocket, will receive \$1,700.00; 30 or more years of service, the last 25 of these in Woonsocket, will receive \$1,850.00.

Years credited under the ERSRI for non-contractual substitute teaching time shall not be applicable toward the payment of longevity.

## APPENDIX E

E-1.01

### **Retirement Incentive**

For all persons covered by this agreement who retire after June 30, 1997, and who, upon retirement, have twenty-eight (28) years or more of employment, which have been credited under the RI Retirement System, twenty (20) years of which are with the Woonsocket Education Department, the Woonsocket Education Department shall provide the individual medical insurance plan that is in effect for teachers. The Woonsocket Education Department shall pay 80% of the cost of this individual coverage (50% for eligible retirees whose employment in the Woonsocket Education Department commences on or after July 1, 2013) on a monthly basis, but only until the retiree attains age 65, and for no more than six years. If the retiree's payment of his/her portion of the premium is not received by the School Department by the 15<sup>th</sup> day of any month, the insurance coverage will be cancelled.

For all persons covered by this agreement who retire after June 30, 2000, and who, upon retirement, have thirty-two (32) years or more of employment, which have been credited under the RI Retirement System, twenty (20) years of which are with the Woonsocket Education Department, the Woonsocket Education Department shall provide the individual medical insurance plan that is in effect for teachers for the individual. (For those retiring, and eligible under this paragraph, before July 1, 2018, individual-plus-a-spouse-or-child coverage will be provided.) The Woonsocket Education Department shall pay 80% of the cost of this individual coverage (50% for eligible retirees whose employment in the Woonsocket Education Department commences on or after July 1, 2013) on a monthly basis, but only until the retiree attains age 65 and for no more than six (6) years. (The child must be less than 26 years of age and otherwise deemed eligible for coverage under the insurance carrier's definition/guidelines. If a child is deemed ineligible, the employee may purchase a family plan and pay the difference between the cost of a family plan and two individual plans and for no more than six years. If the retiree's payment of his/her portion of the premium is not received by the School Department by the 15<sup>th</sup> day of any month, the insurance coverage will be cancelled.

For all persons covered by this agreement who retire after June 30, 2000, and who, upon retirement, have thirty-five (35) years or more of employment, which have been credited under the RI Retirement System, twenty (20) years of which are with the Woonsocket Education Department, the Woonsocket Education Department shall provide the individual medical insurance plan that is in effect for teachers. (For those retiring, and eligible under this paragraph, before July 1, 2018, individual-plus-a-spouse-or-child coverage will be provided.) The Woonsocket Education Department shall pay 80% of the cost of this coverage (50% for eligible retirees whose employment in the Woonsocket Education Department commence on or after July 1, 2013) on a monthly basis, but only until the retiree attains age 65, and for no more than six years. If the retiree's payment of his/her portion of the premium is not received by the School Department by the 15<sup>th</sup> day of any month, the insurance coverage will be cancelled.

E-1.02

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, the Woonsocket Education Department shall not have to provide and pay for this benefit. If thereafter the retiree loses this coverage, or becomes ineligible, or if this benefit becomes unavailable through the RI Retirement System, the retiree shall be eligible to receive this coverage again as soon as feasible after prior notice to the Woonsocket

Education Department of such loss, ineligibility, or unavailability, provided the retiree is otherwise eligible.

- E-1.03 The retiree annually shall provide the Woonsocket Education Department with a written declaration of his/her current alternate coverage or the availability thereof from another source, or the absence of same. This declaration (which shall include the retiree's mailing address) shall be filed with the Woonsocket Education Department not later than August 1 each year. Failure to provide the required declaration by August 1 shall relieve the Woonsocket Education Department from having to provide and pay for this coverage for the retiree for that year and until compliance for future years.
- E-1.04 All persons covered by the above may purchase a family plan at the cost to the retiree of the difference between the individual and family plan.
- E-1.05 For a teacher to qualify for this benefit, the teacher must notify the Committee, in the form of an irrevocable letter of intent to retire, at least ninety (90) school days prior to the close of the school year. Teachers anticipating a mid-year retirement must notify the Committee, in the form of an irrevocable letter of intent to retire, within the first five scheduled teacher workdays of that school year.

Extenuating circumstances which prohibit any employee from providing the irrevocable letter of intent to retire shall, upon written receipt of a request to waive said provision, be referred to the Superintendent for review and determination.

The Superintendent of Schools may at his/her sole discretion waive the ninety (90) day requirement for submission of a letter of resignation, or the five (5) day requirement for a mid-term resignation. If the teacher's written request for a waiver of these time limits is denied by the Superintendent, the sick leave bank can overturn the denial only if (1) the teacher's original written request to the Superintendent for a waiver of the time limit was filed not less than ninety days prior to the end of the school year, and not less than five days in advance in the case of a mid-year resignation; and (2) if the appeal to the sick leave bank is filed in writing not more than seven (7) days following the date of the Superintendent's written denial.

- E-1.06 Teachers retiring after the close of the 2003 - 2004 school year who are eligible for Medicare and have 35 years of service, 25 of those years as a teacher in the Woonsocket Education Department, shall be provided with a Medicare supplement plan coverage, subject to an employee contribution toward the cost of such coverage. The rate of the employee contribution towards the cost of such coverage commencing after June 30, 2013, shall be 20%.
- E-1.07 Teachers with at least 25 years of continuous service to WED on July 1, 2013 and 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% to 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.

#### **APPENDIX F – Innovation**

The School Committee and the WTG agree that the professional staff is and should continue to be a major source of development and innovation in improving the educational programs carried on in the schools. The WTG shall work toward increasing flexibility within contract parameters to promote an improved instructional process.

Upon formation of some new or innovative educational plan, individual schools, grades or groups of teachers can ask to be exempted from necessary contractual articles and/or School Committee Department policies. Permission for requested exemptions may be granted by the joint agreement of the WTG and the School Committee.

An evaluation of each new and/or innovative program will be done at the end of each cycle and at that time will be reviewed jointly by the WTG and the School Committee for either continuation or termination.

### **APPENDIX G – Sick Leave Pool**

#### **Section G-I: Creation**

- G-1.01 Any tenured member of the bargaining unit who wishes to be a member of the sick leave pool, shall donate one (1) sick day per year of membership. These days will not impact the sick day bonus account language (8-4.02). At the sole and absolute discretion of the Superintendent, non-tenured teachers may be eligible to apply to the Sick Leave Pool under extraordinary and unforeseen circumstances; however, the Superintendent's decision shall be non-reviewable, not subject to challenge as being arbitrary or capricious, and not subject to the grievance and arbitration process or any other challenge, legal or otherwise. Commencing the year following the use of sick time granted through the pool, non-tenured teachers shall have three (3) days per year deducted from their contractually provided fifteen (15) days per year. This reduction will only be implemented until such time as the borrowed days have been returned, thereafter, the original contract language shall prevail. Non-tenured teachers allowed to participate in the Sick Leave Pool shall donate one (1) sick day per year of membership. Separate pools shall be maintained and operated for teachers and paraprofessionals.
- G-1.02 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.
- G-1.03 Teachers 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.
- G-1.04 Members drawing from the bank must return 'borrowed' days from any accumulation made prior to severance from the system.

#### **Section G-II: Administration**

- G-2.01 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.
- G-2.02 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.
- G-2.03 The members of the BOARD shall elect one of their own members to serve as Chairperson, also for a period of three (3) years.
- G-2.04 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.

### **Section G-III: Operation**

- G-3.01 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.
- G-3.02 In order for a member to be eligible to draw from the pool, he/she must be a contributing member of the pool.
- G-3.03 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 of Schools 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 newly tenured personnel will be asked to fill out his/her form, and this must be done within thirty (30) days from the beginning of their first tenured year of employment in the Woonsocket School 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 G-IV: Use of the Pool**

- G-4.01 After a member has exhausted all of his/her own yearly, accumulated and bonus 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.
- G-4.02 Upon receipt of this written request, the Chairperson of the BOARD OF GOVERNORS shall call a meeting of the BOARD to decide upon the request. If the BOARD decides, by majority vote, to award the requested leave, the award will be retroactive to the first day after which the member had exhausted his/her own sick leave. The member requesting this leave shall be informed, in writing, of the BOARD's decision.
- G-4.03 Once the sick leave has been granted, the member may continue to draw against the pool as long as he/she remains out of school provided that he/she submits a letter from his/her certified medical doctor every thirty (30) calendar days indicating that he/she is unable to return to work. This letter must be in layperson's terms and must include the doctor's estimate of a return to work date.
- G-4.04 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 Committee.
- G-4.05 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.
- G-4.06 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.
- G-4.07 The BOARD OF GOVERNORS shall have the power to waive any of the above provisions when they feel the circumstances warrant such action.
- G-4.08 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 G-V: Changes**

- G-5.01 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.
- G-5.02 Once ratified by the Union membership and the School Committee, these By-Laws are not subject to change or amendment without the prior approval of the Union Executive Board, the School Committee, and the BOARD OF GOVERNORS.

## APPENDIX H - Tenure

H-1.00 The granting of teacher tenure is at the sole discretion of the Superintendent of Schools. Each teacher shall be treated as an individual, and circumstances surrounding each teacher shall be scrutinized by the Superintendent. Said circumstances shall include, but not be limited to, job performance (evaluation) and attendance. Absences, which are covered by the FMLA (e.g. maternity leave, etc.) shall be viewed with more latitude than normal day-to-day absences (de minimis standard), therefore waiving the "15% rule", which was previously implemented. The above terms and conditions may, at the Superintendent's discretion, be retroactive in the granting of tenure. Nothing in this language shall be inconsistent with the State teacher tenure law.

### MEMORANDUM OF AGREEMENT REGARDING ASSIGNMENTS

1. The Parties agree to enter into the following "Memorandum of Agreement Regarding Assignments":
2. The provisions of the Collective Bargaining Agreement (the "CBA") regarding "Job Fair," Article 10-6.00, shall remain in the CBA but enforceability of those provisions shall be stayed in accordance with the terms set forth below.
3. During the period of the stay the following processes shall be utilized in lieu of the stayed provision of the contract.
  - (a) A list of known vacancies or new positions for the following school year will be posted by a time to be agreed by the parties. The administration will make every effort to identify those classes, programs and/or schools anticipated to close. The school department and the union will review this list prior to its distribution.
  - (b) By a date before the close of school to be fixed at least 21 days in advance each year, teachers wishing to be assigned to an open position, or any different position which may come open, will submit, in order of preference, the position(s) they desire to fill. (A Position Preference Sheet shall be developed by agreement of the Parties.)
  - (c) At the same time, teachers will submit a Candidate Information Sheet and such relevant supporting documents showing contributions to the profession as they may wish (e.g., SLO data, lesson plans, student work, photos and/or student work (no student names), etc.) (A Candidate Information Sheet shall be developed by agreement of the Parties.)
  - (d) Job openings will be posted (7) days in advance if possible.
  - (e) Each opening will be assigned to a team (2 or more) comprised of an equal number of administrators and teachers, approved by the WTG, relevant to the opening, who will rank the candidates in order of expected effectiveness based upon the following criteria
    - Experience
    - Education
    - Past Job Performance (evaluations and references)
    - Relevant supporting documents provided by the teacher.
    - Evidence of teacher effectiveness (student work and growth).

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

4. The Superintendent or designee will review the documentation forwarded by the teams and will (a) where he/she concludes that two or more candidates would be equally most effective, assign on the basis of seniority, (b) schedule interviews or (c) assign the candidate that he/she deems most effective.
5. During the period from July 1, 2013 to April 2, 2014, the District Evaluation Committee will work to develop a system to govern those matters that are presently governed by the stayed language of Article 10-6.00 and this Memorandum of Agreement for recommendation to the parties.
6. The sole and exclusive means of appealing transfer, assignment and placement decisions under this Memorandum of Agreement shall be by written appeal to the Superintendent within 14 calendar days of the decision, and, if the Union remains unsatisfied, it may appeal in writing to the School Committee within ten calendar days after the Superintendent's decision.
7. The parties will reopen the contract on the matters which are subject to this Memorandum of Agreement only upon the happening of any of the following events:
  - (a) A final decision rendered by a court of competent jurisdiction, after all appellate rights have been exhausted, finding that contract provisions reasonably similar to those which are subject to the stay and contained in Article 10-6.00 of the contract may be permissibly bargained.
  - (b) The enactment of any legislation providing that contract provisions reasonably similar to those which are subject to the stay and contained in Article 10-6.00 of the contract may be permissibly bargained.
  - (c) A final decision rendered by a court of competent jurisdiction, after all appellate rights have been exhausted, that matters related to assignment and transfer of teachers are permissible topics of collective bargaining.
  - (d) The enactment of any legislation clarifying the matters related to assignment and transfer of teachers and/or paraprofessionals are permissible topics of collective bargaining.
  - (e) If a disagreement arises between the parties as to whether any of the subsections (a) through (d) of this Section 7 have been triggered, and therefore that bargaining must commence, the union will notify the Superintendent within one hundred and twenty (120) days of the occurrence upon which it relies. If the School Committee on the date of its next regularly scheduled meeting for which notice can be given does not agree, the parties will request of the Clerk of the Supreme Court a list of names of retired Supreme and Superior Court justices willing to arbitrate the dispute. The arbitrator will be selected by each party alternating in striking a name from the list until one name remains. If that retired judge declines the appointment, the next to last name will be appointed, and so on. If no retired judge is willing to accept the appointment, the matter will be referred to the American Arbitration Association.

AGREED TO BY:

WOONSOCKET SCHOOL COMMITTEE

WOONSOCKET TEACHERS' GUILD  
AFT, LOCAL #951 (American Federation of  
Teachers)

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

AFFIRMATION  
WOONSOCKET SCHOOL COMMITTEE

By: *Lisa Baldelli-Hunt*  
Mayor Lisa Baldelli-Hunt

WOONSOCKET TEACHERS' GUILD  
AFT 951 --- AFL-CIO

*Jeffrey W. Partington*  
Jeffrey W. Partington  
President

*Roxane D Cary*  
Roxane Cary  
Executive Vice President

*Robin A Murphy*  
Robin Murphy  
Middle School Vice President

*Glenn Boisvert*  
Glenn Boisvert  
Team Member

*Charleen Gauvin*  
Charleen Gauvin  
Team Member

*Christopher Williamson*  
Christopher Williamson  
Team Member

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*Approved Dina Dutremble, Chair Woonsocket Budget Commission  
6/25/14 DINA DUTREMBLE*

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| Arbitration.....                 | 29    | Longevity.....                    | 10,35         |                                |        |
| Assault and Battery.....         | 18    |                                   |               | Tardiness.....                 | 7      |
| Assignment Change.....           | 24    | Management Rights .....           | 6             | Team Development Time .....    | 22     |
| Attendance Officer .....         | 9     | Master's.....                     | 32            | Teachers Charge/Duties.....    | 7      |
| Availability of Information..... | 30    | Medical Co-Pay.....               | 12            | Lounges.....                   | 24     |
|                                  |       | Medical Evidence.....             | 14            | Meetings.....                  | 8      |
| Bachelor's .....                 | 32    | Medical Insurance .....           | 12            | Protection .....               | 18     |
| Blue Cross .....                 | 12    | Membership .....                  | 5             | Responsibilities.....          | 8      |
| Building Use.....                | 4     | Military Leave/Service.....       | 17            | Temporary Leave .....          | 14     |
| Bulletin Boards.....             | 5     |                                   |               | Tenure .....                   | App. H |
|                                  |       | National Board Certification..... | 32            | Transfer .....                 | 24     |
| CAGS .....                       | 32    | Night School.....                 | 30            | Travel Allowance .....         | 10, 35 |
| Childbirth/Childrearing .....    | 15    |                                   |               | Truancy Laws .....             | 8      |
| Clarification Meeting .....      | 30    | Orientation.....                  | 9             | Tuberculosis Exam .....        | 9      |
| Class Size Objectives .....      | 20    |                                   |               |                                |        |
| Collections .....                | 23    | Parental Leave .....              | 15            | Union President Release Time.. | 5      |
| Common Planning Time .....       | 8     | Parking .....                     | 20            | Union Recognition .....        | 4      |
| Communications .....             | 29    | Past Practice.....                | 31            |                                |        |
| Compensatory Time.....           | 11    | Personal Day.....                 | 15            | Waiving Benefits.....          | 13     |
| Conditions.....                  | 7     | Personal Leave .....              | 17            | Wearing Apparel.....           | 23     |
| Conferences.....                 | 5     | Physical Exam.....                | 9             | Written Policies.....          | 22     |
| Conformity to Law.....           | 31    | Planning Period.....              | 9,22          |                                |        |
| Court Appearance.....            | 14    | Posting .....                     | 26            |                                |        |
| Curriculum Committees.....       | 23    | Professional Advancement.....     | 30            |                                |        |
| Custodial Duties.....            | 9     | Professional Development .....    | 19            |                                |        |
|                                  |       | Programming.....                  | 22            |                                |        |
| Death .....                      | 14    | Promotion Policy .....            | 26            |                                |        |
| Delegate Leaves .....            | 5     |                                   |               |                                |        |
| Delta Dental .....               | 12    | Quarantine .....                  | 15            |                                |        |
| Department Heads.....            | 33    |                                   |               |                                |        |
| Discipline.....                  | 6     | Reimbursement.....                | 19            |                                |        |
| Distribution of Materials .....  | 5     | Religious Observances .....       | 15            |                                |        |
| Doctorate .....                  | 32    | Reprimand.....                    | 24            |                                |        |
| Dues .....                       | 4     | Retirement Benefits.....          | 13, App. E, I |                                |        |
| Duration of Agreement.....       | 31    | Retirement Incentive .....        | 36            |                                |        |
| Duty Schedule.....               | 20    | Returning Policy .....            | 18            |                                |        |
|                                  |       |                                   |               |                                |        |
| Elementary Relief.....           | 23    | Sabbatical Leave .....            | 17            |                                |        |
| Elem. Relief Make-up.....        | 23    | Salary Schedules .....            | 10,32         |                                |        |
| Employer's Rights .....          | 6     | School Calendar .....             | 18            |                                |        |
| Enrichment.....                  | 9     | School Committee:                 |               |                                |        |
| Evaluation .....                 | 24    | Agenda.....                       | 5             |                                |        |
| Exclusion from class .....       | 6     | Policies.....                     | 6             |                                |        |
| Extra-Curricular Pym't.....      | 11,34 | Rights .....                      | 6             |                                |        |
| Files .....                      | 22    | School Psychologist .....         | 34            |                                |        |
| Fringe Benefits.....             | 12    | Seniority .....                   | 24            |                                |        |
|                                  |       | Severance Pay.....                | 10            |                                |        |
| Grievance.....                   | 28    | Sick Leave.....                   | 13,38         |                                |        |
|                                  |       | Solicitation Policy .....         | 10            |                                |        |
| Hours .....                      | 19    | Special Education.....            |               |                                |        |
| Innovation .....                 | 37    | Caseloads .....                   | 20            |                                |        |
| Interruptions.....               | 8     | Special Programs.....             | 30            |                                |        |
| Itemizations.....                | 11    | Storage.....                      | 20            |                                |        |
|                                  |       | Strike .....                      | 31            |                                |        |
| Job Descriptions .....           | 27    | Student's Information .....       | 7             |                                |        |
| Job Fair.....                    | 28    | Students Dismissal/Use .....      | 8             |                                |        |

| Woonsocket Public Schools       |          |          |          |          |          |          |          |
|---------------------------------|----------|----------|----------|----------|----------|----------|----------|
| TEACHERS SALARY SCALE 2013-2014 |          |          |          |          |          |          |          |
| Step                            | B        | B30      | M        | M15      | M30      | CAGS     | PHD      |
| 1                               | \$39,914 | \$41,385 | \$43,241 | \$43,591 | \$44,117 | \$44,292 | \$44,467 |
| 2                               | \$41,245 | \$42,716 | \$44,572 | \$44,922 | \$45,448 | \$45,623 | \$45,798 |
| 3                               | \$42,574 | \$44,045 | \$45,901 | \$46,251 | \$46,777 | \$46,952 | \$47,127 |
| 4                               | \$44,571 | \$46,042 | \$47,898 | \$48,248 | \$48,774 | \$48,949 | \$49,124 |
| 5                               | \$47,231 | \$48,702 | \$50,558 | \$50,908 | \$51,434 | \$51,609 | \$51,784 |
| 6                               | \$50,557 | \$52,028 | \$53,884 | \$54,234 | \$54,760 | \$54,935 | \$55,110 |
| 7                               | \$53,884 | \$55,355 | \$57,211 | \$57,561 | \$58,087 | \$58,262 | \$58,437 |
| 8                               | \$57,876 | \$59,347 | \$61,203 | \$61,553 | \$62,079 | \$62,254 | \$62,429 |
| 9                               | \$61,733 | \$63,204 | \$65,060 | \$65,410 | \$65,936 | \$66,111 | \$66,286 |
| 10                              | \$70,042 | \$71,513 | \$73,369 | \$73,719 | \$74,245 | \$74,420 | \$74,595 |

| Woonsocket Public Schools                           |          |          |          |          |          |          |          |
|---|----------|----------|----------|----------|----------|----------|----------|
| TEACHERS SALARY SCALE 2015, 2016, 2017- No increase |          |          |          |          |          |          |          |
| Step  | B        | B30      | M        | M15      | M30      | CAGS     | PHD      |
| 1   | \$39,914 | \$41,385 | \$43,241 | \$43,591 | \$44,117 | \$44,292 | \$44,467 |
| 2   | \$41,245 | \$42,716 | \$44,572 | \$44,922 | \$45,448 | \$45,623 | \$45,798 |
| 3   | \$42,574 | \$44,045 | \$45,901 | \$46,251 | \$46,777 | \$46,952 | \$47,127 |
| 4   | \$44,571 | \$46,042 | \$47,898 | \$48,248 | \$48,774 | \$48,949 | \$49,124 |
| 5   | \$47,231 | \$48,702 | \$50,558 | \$50,908 | \$51,434 | \$51,609 | \$51,784 |
| 6   | \$50,557 | \$52,028 | \$53,884 | \$54,234 | \$54,760 | \$54,935 | \$55,110 |
| 7   | \$53,884 | \$55,355 | \$57,211 | \$57,561 | \$58,087 | \$58,262 | \$58,437 |
| 8   | \$57,876 | \$59,347 | \$61,203 | \$61,553 | \$62,079 | \$62,254 | \$62,429 |
| 9   | \$61,733 | \$63,204 | \$65,060 | \$65,410 | \$65,936 | \$66,111 | \$66,286 |
| 10  | \$70,042 | \$71,513 | \$73,369 | \$73,719 | \$74,245 | \$74,420 | \$74,595 |

| Woonsocket Public Schools                    |          |          |          |          |          |          |          |
|--|----------|----------|----------|----------|----------|----------|----------|
| TEACHERS SALARY SCALE 2017-2018- 2% increase |          |          |          |          |          |          |          |
| Step   | B        | B30      | M        | M15      | M30      | CAGS     | PHD      |
| 1  | \$40,712 | \$42,212 | \$44,106 | \$44,463 | \$44,999 | \$45,178 | \$45,356 |
| 2  | \$42,070 | \$43,570 | \$45,464 | \$45,821 | \$46,357 | \$46,536 | \$46,714 |
| 3  | \$43,425 | \$44,925 | \$46,819 | \$47,176 | \$47,712 | \$47,891 | \$48,069 |
| 4  | \$45,462 | \$46,962 | \$48,856 | \$49,213 | \$49,749 | \$49,928 | \$50,106 |
| 5  | \$48,176 | \$49,676 | \$51,570 | \$51,927 | \$52,463 | \$52,642 | \$52,820 |
| 6  | \$51,568 | \$53,068 | \$54,962 | \$55,319 | \$55,855 | \$56,034 | \$56,212 |
| 7  | \$54,962 | \$56,462 | \$58,356 | \$58,713 | \$59,249 | \$59,428 | \$59,606 |
| 8  | \$59,034 | \$60,534 | \$62,428 | \$62,785 | \$63,321 | \$63,500 | \$63,678 |
| 9  | \$62,968 | \$64,468 | \$66,362 | \$66,719 | \$67,255 | \$67,434 | \$67,612 |
| 10   | \$71,443 | \$72,943 | \$74,837 | \$75,194 | \$75,730 | \$75,909 | \$76,087 |