

**TENTATIVE AGREEMENT  
WOONSOCKET SCHOOL COMMITTEE & WOONSOCKET TEACHERS GUILD,  
LOCAL 951 AFT  
(PARAPROFESSIONALS)**

The Woonsocket School Committee and the Woonsocket Teachers' Guild, Local 951, AFT (Paraprofessionals Chapter) agree to continue the terms of their 2010-2013 collective bargaining agreement, except as modified below, and as they may mutually agree in negotiations to conclude on or before December 15, 2013, (as is set forth in Section 5 below) in a new

collective bargaining agreement to have effect on July 1, 2013 and to expire on June 30, 2018.

The parties acknowledge that the terms set forth in this Tentative Agreement will not have effect until and unless they are approved by the Woonsocket School Committee, Woonsocket Budget

Commission and the membership of the Guild.

1. The parties agree to the City-wide health insurance plan (attached) (with prescription plan adjusted to \$10/\$20/\$30/\$50), with 14% contribution from all employees effective 7/1/13; 16% effective 7/1/14; 18% effective 7/1/15, and 20% effective 7/1/16.

- Section 5-1 of the contract will be revised to incorporate the City-wide plan with a 14% contribution from all employees effective 7/1/13; 16% effective 7/1/14; 18% effective 7/1/15; and 20% effective 7/1/16.

- Section 5-9 and Appendix D will be revised. Future retirees will be eligible for individual coverage only (for those retiring before July 1, 2018, two individual plans for those meeting the qualifications of the last two paragraphs of Section 5-9) upon achieving eligibility under any paragraph of §5-9, with a 20% contribution by future retirees (50% for employees hired on/after July 1, 2013); before Medicare eligibility will be six (6) years. Section E 5-9.7 will be amended to require 80% of cost of a Medicare supplement plan borne by the WED, with no prescription rider.

- 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.

Handwritten notes and signatures at the top of the page, including "6-28-12", "GME", and a circled signature.

- Paraprofessionals' salaries as set forth in Section 4.1 of the collective bargaining agreement shall increase by 1% on July 1 in each contract year. In Addition, in any of the fiscal years beginning July 1, 2013 up to and including the one beginning July 1, 2016, if there is an unanticipated increase in State funding of WED (defined as unrestricted State funding in excess of that fixed by the Fair Funding Formula set forth in Chapter 16-7.2 of the General Laws when it is fully implemented) then 50% of that excess amount will be paid to WTG members in the form of salaries (including excess pension contributions, other roll-ups and payroll taxes) in the year in which it is received. The parties will agree upon a method for allocating any excess funds received to be allocated between the teachers and the Paraprofessionals by August 30, 2013.

2. Add new Section 5-9 of the contract: "Paraprofessionals with at least 25 years of continuous service to WED on July 1, 2013 who retire on a pension will be eligible for health insurance in retirement on the same terms as existed for those retiring on June 30, 2013, except that they will contribute 20% of the cost of health insurance or Medicare supplement, the plan of insurance shall be the same as is available to active employees at any given time, and no more than six (6) years of health insurance coverage will be provided before the employee converts to Medicare."

3. The parties agree to negotiate over each party's proposals for amendments to the 5-year collective bargaining agreement described in this Tentative Agreement. Those negotiations will take place during the period from September 1, 2013 to December 15, 2013. Although the parties commit to negotiate in good faith in an effort to reach agreement, there shall be no obligation on either side to agree to any modification of the contract created upon ratification of this Tentative Agreement by both sides. In this regard, the parties agree that the impasse procedures set forth in the Municipal Employees' Arbitration Act, RIGL 28-9-4-1 et. seq., shall be unavailable in regard to the negotiations occurring pursuant to this paragraph and that absent agreement of the parties there shall be no modification to the contract created upon ratification of this Tentative Agreement.

4. Article 6.1 shall be modified to read as follows:

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

5. Article 6.2 of the contract shall be eliminated.

6. Article 7-1.1 of the contract shall be modified to read as follows:

6-23-13  
 GME  
 6/23/13  
 [Handwritten initials and a circled 'P']

Transfers within the same job classification shall be made on the basis of an individual who will be the most effective, or on the basis of seniority provided the employee is equally qualified to perform the duties of the job. Whenever a permanent position is posted, a teacher-assistant etc. may be appointed to the position, providing it appears to be a long-term position. If a teacher-assistant is the most senior, equally most qualified applicant, the transfer will take place at the end of the marking period. No such transfers will take place after the start of the last quarter of the school year. If the transfer creates another vacancy, no further transfers will be allowed. When practical, all transfers will take effect at the beginning of a new marking period. Transfers may be granted but not implemented until the following school year when deemed to be in the best interests of the school department.

7. The sole and exclusive means of appealing involuntary transfer shall be by written appeal to the Superintendent within fourteen (14) calendar days of notice of the decision, and, if the union remains unsatisfied, it may appeal in writing to the school committee within ten (10) calendar days after notice of the Superintendent's decision.

8. Article 11.2 of the contract shall be modified to read as follows:

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

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

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

9. The following language only of Article 12-5.1 of the contract shall be eliminated:

A Human Capital Policy that is in accordance with the BFP will be developed mutually between the Woonsocket School Committee (or designee) and the WTG (or Designee).

Handwritten notes and signatures at the top of the page, including a signature and the date 6-23-13.

10. Article 13-6 of the contract shall be modified to read as follows:

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

11. Appendix C - Temporary Employees shall be modified to read as follows:

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

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

12. Memorandum of Agreement:

The Parties agree to enter into a Memorandum of Agreement with the following terms: Memorandum of Agreement Regarding End of Year Assignments

1. The Parties will adhere to the Job Fair Procedures contained within Section 12-5 and 12-5.1 of the July 1, 2010 - June 20, 2013 Collective Bargaining Agreement in regard to the filling of vacancies and/or open positions for the 2013-2014 school year in a Job Fair to be held in August of 2013.

2. For the remaining term of the contract (ie. following the Job Fair referred to in Section 1 above) the provisions of Section 12-5 of the Collective Bargaining Agreement (the

Handwritten notes and signatures at the top of the page, including a signature and the date 6-23-13.

“CBA”, 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 provisions of the contract.

(a) A list of known vacancies or new positions for the following school year will be posted by a time to be agreed by the parties. The administration will make every effort to identify those classes, programs and/or schools anticipated to close. The school department and the union will review this list prior to its distribution.

(b) Employees with the same beginning date of employment shall have their seniority determined by lottery no later than two weeks prior to the posting of vacancies and/or new positions referred to in subsection (a).

(c) Employees shall be notified if it is known that they are not going to be rehired no later than one week prior to the posting of vacancies and/or new positions referred to in subsection (a) above.

(d) By August 1<sup>st</sup> of each year, paraprofessionals wishing to be assigned to an open position, or any different position which may become open, will submit in order of preference, the position(s) they desire to fill. (a position preference sheet shall be developed by agreement of the Parties).

(e) At the same time, Paraprofessionals will submit a Candidate Information Sheet and such relevant supporting documents showing contributions as they may wish (A Candidate Information Sheet shall be developed by agreement of the parties).

(f) Job openings will be posted (7) days in advance if possible.

(g) Each opening will be assigned to a team (2 or more) comprised of an equal number of administrators and members of the WTG, approved by the WTG, relevant to the opening who will rank the candidates in order of expected performance based upon the following criteria

- Experience
- Qualifications
- Past Job Performance (evaluations and references)
- Relevant supporting documents provided by the paraprofessional.

6/23/13  
CME  
2-22-9  
227  
W

6-23-13  
A22  
C/23/13  
MK

- e) If a disagreement arises between the parties as to whether any of the subsections (a) through (d) of this Section 6 have been triggered, and therefore that bargaining transfer of teachers and/or paraprofessionals are permissible topics of collective bargaining.
- d) The enactment of any legislation clarifying that matters related to assignment and transfer of teachers and/or paraprofessionals are permissible topics of collective bargaining.
- c) A final decision rendered by a court of competent jurisdiction, after all appellate rights have been exhausted, that matters related to assignment and transfer of teachers and/or paraprofessionals are permissible topics of collective bargaining.
- b) The enactment of any legislation providing that contract provisions reasonably similar to those which are subject to the stay and contained in Article 12-5 of the contract may be permissibly bargained.
- a) A final decision rendered by a court of competent jurisdiction, after all appellate rights have been exhausted, finding that contract provisions reasonably similar to those which are subject to the stay and contained in Article 12-5 of the contract may be permissibly bargained.

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:
- 6. Any vacancies that occur after the completion of the procedures referred to in this Memorandum of Agreement will be posted and filled in the usual manner.
  - 5. The sole and exclusive means of appealing transfer, assignment and placement decisions shall be by written appeal to the Superintendent within 14 calendar days of notice of the decision, and, if the Union remains unsatisfied, it may appeal in writing to the School Committee within ten calendar days after notice of the Superintendent's decision.
  - 4. During the period from November 1, 2013 to June 15, 2014, a team consisting of an equal number of members of the WTG, selected by the WTG, and members of the administration will work to develop a system to govern those matters that are presently governed by the stayed language of Article 12-5 and this Memorandum of Agreement for recommendation to the parties.
  - 3. The Superintendent or designee will review the documentation forwarded by the teams and will (a) where he/she concludes that two or more candidates would be equally qualified, assign on the basis of seniority, (b) schedule interviews or (c) assign the candidate that he/she deems most qualified.
  - 2. In unusual circumstances the team may conclude that an interview should be conducted, and so will recommend the same.

*[Handwritten mark]*

P:\ADCS\W00N\T38369\AGREEMENT\T21R5222.DOCX

*[Handwritten signatures]*

Woonsocket Teachers Guild

*[Handwritten signatures]*  
6/23/13

Woonsocket School Committee and Woonsocket Budget Commission

Agreed to by:

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.



# HealthMate Coast to Coast 100/80 Coinsurance Option

Handwritten initials and a signature: "AMR" and "B. J. R." with a signature line.



100/80 500 Coinsurance Plan

# Understanding Your Benefits

## Deductibles

You pay the following amounts each year before your health plan starts to pay toward the cost of covered services:

- \$500 per individual plan;
- \$1,000 per family plan in network
- \$1,000 per individual plan;
- \$2,000 per family plan out of network

## Out-of-pocket Limits

To protect you from very high costs, your plan limits how much you could pay out of pocket for healthcare services. The following is the most you would pay for deductibles and coinsurance each year:

- \$1,500 per individual plan;
- \$3,000 per family plan in network
- \$3,000 per individual plan;
- \$6,000 per family plan out of network

### Please note:

The deductible and out-of-pocket limits are separate for in-network and out-of-network services.

## What's Covered

### Preventive Care

- Adult preventive care
- Child preventive care
- Immunizations
- Preventive and diagnostic lab, X-ray, and imaging

### Primary Care Office Visits

- Adult primary care
- Adult gynecological exam
- Pediatric primary care

### Specialist Office Visits

- Specialty care
- Chiropractic (limit 12 visits per year)
- Routine eye exam (limit 1 visit per year)

### Outpatient Services

- Medical/surgical care
- High-end radiology services, major diagnostics, and nuclear medicine (e.g., MRI/CAT/PET)

### Inpatient Services

- Acute care
- Maternity
- Mental health
- Chemical dependency
- Rehabilitation (limit 45 days per year)

### Emergency Services

- Hospital emergency care

### Ambulance

## What You Pay

\$0 in network  
20% per visit after deductible out of network

\$20 per visit in network  
20% per visit after deductible out of network

\$30 per visit in network  
20% per visit after deductible out of network

0% per visit after deductible in network  
20% per visit after deductible out of network

0% per visit after deductible in network  
20% per visit after deductible out of network

\$150 per visit in network  
\$150 per visit out of network  
\$50 per occurrence in network  
\$50 per occurrence out of network

HM 500 DED 100-80 20-30-30-150 (RX-10-30-50-50)

continued

## What's Covered

## What You Pay

<b>Urgent Care Center</b>	\$30 per visit in network
<b>Durable Medical Equipment</b>	\$30 per visit out of network
<b>Physical/Occupational Therapy (limit 30 visits per year)</b>	20% per occurrence after deductible in network 20% per occurrence after deductible out of network
<b>Prescription Drugs</b>	20% per visit after deductible in network 20% per visit after deductible out of network
	\$10-Tier 1; \$30-Tier 2; \$50-Tier 3; \$50-Tier 4

### Beyond Benefits

When you sign in to your member page on [BCBSRI.com](http://BCBSRI.com), you have useful plan and wellness information at your fingertips.

### Manage Your plan:

- Get a list of your benefits and recent claims.
- See how much you've paid toward your deductible.

### Get healthy:

- Read about thousands of health topics in the Health Center.
- Learn how you can get the guaranteed lowest rate on gym memberships, as well as free one-week trial memberships.
- Access our Blue365™ wellness information and discount program.

### Need Help?

#### Call Customer Service:

- Locally: (401) 459-5000
  - Outside Rhode Island: 1-800-639-2227
  - TDD: 1-888-252-5051
- Hours: Monday – Friday, 8:00 a.m. to 8:00 p.m., Eastern Time

*This is a summary of your HealthMate Coast-to-Coast benefits. It is not a contract. For details about your coverage, including any limitations or exclusions not noted here, please refer to your subscriber agreement or call our Customer Service Department. If you have questions about receiving medical care, please call your doctor.*



500 Exchange Street • Providence, RI 02903-2699  
Blue Cross of Rhode Island is an independent licensee of the Blue Cross and Blue Shield Association

www.bcbstri.com  
02718 (UN F13848)

*Handwritten initials and marks at the top left of the page.*

## Coinsurance Plans (100/80, 90/70, and 80/60)

The following diagram shows some of the covered services, and the member's financial responsibility for each.

### Key Plan Features:

- National network and non-network coverage
- Cost savings by going to a network doctor or facility
- Preventive care covered at 100% in network
- Deductible and coinsurance allow for lower premiums
- Pharmacy benefits included

### Deductible Calculation

All family members contribute to the family deductible. Once that is met, everyone is covered. However, an individual family member will never pay MORE than the individual deductible before being covered.

#### In network:

- Preventive office visits**
- Adult annual/preventive care
  - Well-woman annual/preventive care
  - Pediatric preventive care

#### Preventive immunizations

#### Preventive and diagnostic lab, X-ray, and imaging

#### Preventive education

- Diabetes education
- Nutritional counseling
- Smoking cessation counseling

#### In network:

#### Outpatient services

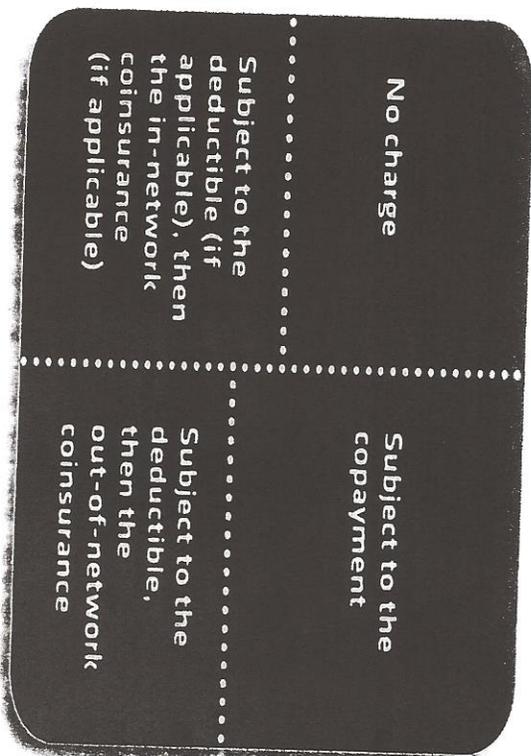
- Medical/surgical care
- High-end radiology services, major diagnostics, and nuclear medicine (e.g., MRI/CAT/PET)

#### Inpatient services

- Acute care
- Maternity
- Mental health
- Chemical dependency
- Rehabilitation

#### Durable medical equipment

#### Physical/occupational/speech therapy



#### In network:

#### Primary care office visits

- Adult primary care
- OB/GYN
- Pediatric primary care

#### Specialist office visits

- Specialty care
- Chiropractic
- Routine eye exam

#### Hospital emergency care

#### Urgent care center

#### Prescription drugs

#### Office-based surgical procedures

#### Out of network:

Applies to most out-of-network services

This is a summary of your HealthMate Coast-to-Coast benefits. It is not a contract. For details about your coverage, including any limitations or exclusions not noted here, please refer to your subscriber agreement or call our Customer Service Department. If you have questions about receiving medical care, please call your doctor.