

**AGREEMENT BETWEEN**

**THE INDEPENDENT CUMBERLAND  
SCHOOL EMPLOYEES/NEARI**

**AND**

**THE CUMBERLAND SCHOOL COMMITTEE**

**July 1, 2007- June 30, 2010**

## TABLE OF CONTENTS

ARTICLE		Page Number
	Preamble.....	1
1	Recognition.....	1
2	Non-Discrimination.....	1
3	Union Security.....	1
4	People.....	2
5	Union Stewards & Union Business.....	2
6	Access of Union Representative.....	2
7	Probationary Period.....	3
8	Vacancies, Promotions & Transfers.....	3
9	Sick Leave/Sick Bank.....	6
10	Maternity Leave/Family Medical Leave.....	10
11	Leave for Union Business.....	11
12	Military Leave.....	11
13	Jury Duty.....	12
14	Bereavement Leave.....	12
15	Statutory Leave.....	12
16	Job-Related Injuries.....	13
17	Cumberland Medical and Dental Plans.....	13
18	Pension.....	16
19	Life Insurance.....	16
20	Health & Safety.....	16
21	Clothing Articles.....	16
22	Mileage Allowance.....	17
23	Vacations.....	17
24	Holidays.....	19
25	Bulletin Boards & School Facilities.....	21
26	Rest Periods.....	21
27	Personnel Files.....	21
28	Personal Days.....	22
29	Discharge & Discipline.....	22
30	Resignation.....	23
31	Staff Development.....	23
32	Seniority.....	25
33	Lay-off and Recall.....	26
34	Time Not Worked Due to Unforeseen Circumstances.....	25
35	Overtime.....	27

ARTICLE

Page Number

36	Hours of Work.....	29
37	Grievance Procedure.....	31
38	Past Practices.....	32
39	Severability.....	33
40	Changes in Agreement.....	33
41	Working Outside of Classification.....	33
42	Negotiations.....	34
43	Wages.....	34
45	Duration.....	34
	Conclusion.....	35
	Appendix A (Wages and Longevity).....	36
	#1 M.O.A. (Administrative and Building Secretaries)....	39
	#2 M.O.A.....	40
	#3 M.O.A.....	41
	#4 M.O.A.....	42
	#5 M.O.A.....	43
	#6 M.O.A.....	44
	#7 M.O.A.....	45

## **PREAMBLE**

The following Agreement, by and between the Cumberland School Committee, hereinafter referred to as the "Committee" and the Independent Cumberland School Employees/NEARI, hereinafter referred to as the "Union", is recorded in written form to meet the requirements as set forth in Section §28-9, 4.5 in the General Laws of Rhode Island, 1956, as amended, the Municipal Employee's Arbitration act.

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the School Committee and the employees covered hereby.

## **ARTICLE I** **RECOGNITION**

- 1.1. The Cumberland School Committee recognizes the Union as the sole and exclusive bargaining agent for all non-certified employees of the Town of Cumberland, Rhode Island, School Department who work twenty (20) hours per week or more, including all building secretaries, custodians, maintenance employees and teacher assistants, administrative secretaries, pool manager, with the exception of supervisory employees and confidential employees as determined by the State of Rhode Island Labor Relations Board, as certified by the Labor Relations Board on September 3, 1987 (Case No. EE 3410, as amended by settlement in Case No. EE-3618) in all matters pertaining to wages, hours of work, working conditions, and other conditions of employment.

## **ARTICLE 2** **NON-DISCRIMINATION**

- 2.1. The parties agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, creed, color, sex, age, marital status, sexual orientation, political affiliation, country of ancestral origin, disability, Union activity, Union membership or non-Union membership.

## **ARTICLE 3** **UNION SECURITY**

- 3.1. Membership in the Union may be determined by each employee.
- 3.2. All employees who become members of the Union shall, as a condition of employment, remain members of the Union for the duration of this Agreement.
- 3.3. All employees who elect not to become Union members shall, as a condition of employment, pay to the Union through the check-off procedure, a service charge equal to the amount of dues at the same intervals as specified below.
- 3.4. This clause shall take effect no later than thirty (30) days after the signing of this Agreement.

- 3.5. The Employer agrees to a system of bi-weekly Union dues and/or Union service charge deductions to be withheld from the pay of employees authorizing the deduction in writing, if and when paid, at the source. Such withholdings are to be transmitted to the Union.
- 3.6. Any employee covered by this Agreement and who has not or does not make application for membership shall, as a condition of employment, pay to the Union a service charge as a contribution toward the administration of this Agreement in an amount equal to the regular dues, provided, however, that the Union shall indemnify and save harmless the School Committee and its agents from any and all claims for damages, compensatory or punitive, expenses and costs resulting from such deductions, and to defend the Committee against the same.
- 3.7. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after the receipt of written notice to the Employer from the Union.

## **ARTICLE 4** **PEOPLE**

- 4.1. Upon receipt of a voluntary written individual order from any of its employees covered by this Agreement on forms provided by the Union, the Cumberland School Department will deduct from the pay of said employees those PEOPLE contributions authorized by the employees.

## **ARTICLE 5** **UNION STEWARDS & UNION BUSINESS**

- 5.1. A Union Steward or person designated by the Union shall be granted time to process grievances at any step of the Grievance Procedure as outlined in the Article on grievance, and it will be without loss of pay. Requests for attendance of witnesses shall be made to the Superintendent no later than twenty-four (24) hours prior to the hearing, and the Superintendent's permission shall not be unreasonably withheld nor shall the requests be unreasonably made. Such attendance shall be without loss of pay.
- 5.2. The Committee agrees that there will be no discrimination against the Steward because of Union activity.
- 5.3. The Superintendent shall be given, in writing, the names, addresses, and home telephone numbers of all Union officers, stewards, and representatives upon the signing of this contract. The Union shall keep and maintain such information current by notifying the Superintendent, in writing, of any changes. The School Committee may decline to recognize as such, any Union officers, stewards or representatives whose status as such has not been the subject of written notice as aforesaid.

## **ARTICLE 6** **ACCESS OF UNION REPRESENTATIVE**

- 6.1. Upon notice to the Superintendent or designee, representatives of the Union may enter the

various buildings and areas where employees, who are covered by this Agreement, work. Said permission shall not be unreasonably withheld nor shall requests be unreasonably made.

## ARTICLE 7 PROBATIONARY PERIOD

- 7.1. All new employees hired into positions covered by this Agreement shall serve a ninety (90) working day probationary period. Upon completion of said probationary period, the employee shall be fully covered by all provisions of this Agreement unless otherwise stated to the contrary.

## ARTICLE 8 VACANCIES, PROMOTIONS & TRANSFERS

- 8.1. Job Pools and Job Postings
- A. The Superintendent or his/her designee and the President of the Union, shall set quarterly dates upon which all interested bargaining unit members, or their representatives designated in writing, will assemble and in order of seniority select from available vacancies for which they are qualified.
- B. Where more than one employee bids on a vacant position, whether it be during the Summer Job Pool or on a posted vacancy occurring during the school year, preference shall be given on the basis of seniority provided that the employee is deemed qualified to perform the required duties of the job in conjunction with the basic needs of the School Department. Whenever a vacancy occurs in a classification requiring special skills, a specific license (i.e. Journeyman) or certificate required by law, the most senior employee meeting the requirements will prevail. Proof of acquisition of such skills shall be substantiated by the applicant prior to the Job Pool or posting and verified by administrative evaluation.
- C. 1. "Vacancies" as referred to in this Article refer to any new positions to be opened, openings through attrition that the administration intends to fill and positions that become vacant as bargaining unit members transfer to other positions. A list of known vacancies will be provided to members through a posting two weeks in advance of the Job Pool during the school year and by a general mailing during the summer vacation.
2. A list of known vacancies will be provided to members through a posting two (2) weeks in advance of the Job Pool during the school year and by a general mailing during the summer vacation. The Committee agrees to post all vacant bargaining unit positions on Union bulletin boards throughout each school. A subsequent, updated notice of vacancies for the Summer Job Pool shall be mailed to all Members at their last known address no later than two (2) weeks prior to the Summer Job Pool.
3. All postings shall specify:
- a. the title of the position;

- b. location of where work is to be performed (including the grade level or levels of the Teacher Assistant who previously occupied the position);
  - c. the hours and days of work;
  - d. stated qualifications and general responsibilities (as per the job description); and
  - e. any special requirements of the position (e.g., lifting, toileting, use of special apparatus, etc.).
- D. Bargaining Unit members whose positions have been eliminated by the school department can utilize their seniority to either bid on a vacancy in the Job Pool for which they are qualified or “bump” either: (a) a less senior member within their current classification; or (b) the least senior full-time member within a different classification for which they are qualified. Except in cases of emergency, a minimum of two (2) weeks notice of elimination of position shall be provided.
- E. Bargaining unit members who are in good standing and are on leave or on the Layoff/Recall list may attend any Job Pool or bid on any posted vacancy.
- F. Positions remaining vacant at the end of the Job Pool are not open for transfer.
- G. Whenever a vacancy occurs in the positions of administrative secretaries, proof of qualifications, (as listed in the Job Descriptions) the acquisition of specific skills required to perform the job and proof of demonstrated successful experience in performing the specific skills required must be substantiated by the applicant and verified by the administrative evaluation.
- H.
- 1. Whenever a vacancy occurs in the position of building secretary or clerical assistant, proof of the acquisition of sufficient keyboarding skills shall be substantiated by the applicant by completing a test reasonably designed to measure that skill. To be eligible, an applicant must type no less than 45 words per minute with no more than 3 errors. All applicants will be given their test results.
  - 2. Successful test results will be kept in the applicant’s personnel file for three (3) years and the applicant need not be retested for vacancies occurring during the year unless he or she requests retesting. Only new employees, recalls, and transfers from positions other than building secretary or clerical assistant shall be tested. The School Department will offer a keyboarding test in June and December of each year.
- I.
- 1. Any qualified member who successfully bids, and is awarded, an individual (One-on-One) Teacher Assistant shall assume the duties of the position within two (2) calendar weeks following the job pool in which the position was awarded. In the event there is a demonstrable need to delay said movement, the superintendent will give credible reasons for such need, in writing to the President of I.C.S.E. within a practical period of time, which shall not exceed five (5) working days.

2. Using the current Contract as a guideline, it would appear that one-on-one assistant positions should be posted and bid for on the basis of the school, grade level and usually the teacher to which a student who needs these services is assigned. In most cases, however, this would result in said assistants being displaced, with commensurate bumping rights, every year. In order to offer some stability to the process, the following alternative method is agreed to by the parties:
3. When the original request for a one-on-one assistant is made, the position will be posted as per contract. However, the teacher assistant will be assigned to remain with the individual student until one of the following events occurs:
  - a. The student no longer requires the services of a one-on-one assistant.
  - b. The student is no longer in the building in which the assignment originated (for these purposes, the Transitional School will be considered part of the High School and any Annex will be considered part of the main school to which it is administratively attached).
  - c. The student moves from the elementary to middle school level, the middle school to high school level, or from high school to a "post" high school program.

- 8.2 With respect to vacancies, promotions and transfers or new jobs, it is agreed that said jobs shall be filled on the basis of seniority, qualifications, and the needs of the School Department; and if there are no qualified applicants, the positions shall be filled from outside the School Department.
- 8.3 In the event a dispute arises as to an employee's qualifications as hereinabove set forth, then said dispute shall be subject to the grievance procedure; provided, however, that the Committee may fill a position on a temporary basis pending grievance resolution. If such temporary employee shall be extended any of the benefits to regular employees, said temporary employee shall not under any circumstances be entitled to continued employment with the Cumberland School Department. This provision shall automatically be part of any employment agreement with any and all individual employees, whether regularly employed or temporarily employed and act as a bar to any grievance, arbitration, administrative hearings, legal action, or any other proceeding seeking to continue the employment of any such temporary employee.
- 8.4 The School Committee may establish a temporary position not to exceed forty-five (45) working days, except as otherwise provided in this Agreement, in the event of a transfer or promotion. The Union shall be notified in all such cases. Temporary positions shall be first offered to Union members on layoff based on seniority and qualifications. Any employee hired in said temporary position shall be terminated at the end of the temporary period. Said employee shall have no seniority rights.

- 8.5 In the event the employee transferred or promoted, or returning from leave, fails to successfully complete the probationary period he or she shall be returned to his/her original job and the temporary employee shall be discharged. During the 2004-2005 school year employees shall be entitled to return to the position vacated within twenty (20) calendar days of assuming their new position. During the 2005-2006 school year employees shall be entitled to return to the position vacated within ten (10) calendar days of assuming their new position. Beginning July 1, 2006 through December 31, 2006 employees shall be entitled to return to the position vacated within five (5) calendar days of assuming their new position. Beginning January 1, 2007, and thereafter employees shall not elect to return to their vacated position.
- A. In the event an employee transfers into an administrative secretarial position, that employee waives their right to any "trial" period.
- 8.6 All employees on layoff shall be mailed, by U.S. mail, notice of openings and shall have seven (7) calendar days from the date of mailing to respond. Failure to respond shall be deemed a rejection. The President of the Union will be mailed a copy of such notice at the same time.
- 8.7 When an employee transfers from one position category to another (i.e. teacher assistant to building secretary), the employee's years of service with the Cumberland School Department will count with respect to the following:
- A. steps for pay purposes  
B. number of vacation weeks  
C. accrued sick days will automatically be retained  
D. percentage of co-pay will be retained

## **ARTICLE 9** **SICK LEAVE**

- 9.1. All employees covered by this Agreement who are absent from work due to illness or non-job related injury shall be entitled to receive sick leave with pay for each day absent from work due to said illness or such injury. All employees covered by this Agreement shall also be entitled to use said sick leave with pay up to a maximum of three (3) days per year in the event it is necessary for said employee to care for a member of his/her family or members of his/her immediate household upon medical proof of the need for such assistance or such other evidence of need as is found to be satisfactory by the School Department. The amount of paid sick leave shall be on the following basis:
- A. All employees in the classification of Building Secretary, administrative secretary, custodian, maintenance, and pool manager shall receive eighteen (18) paid sick leave days per year. Any and all unused sick leave shall be cumulative from one year to the next up to a maximum of one hundred twenty (120) days.
- B. All employees in the classification of teacher assistants/clerical assistants shall receive eleven (11) paid sick leave days during 2004-2005 school year and 2005-2006 school year and shall receive twelve (12) paid sick leave days during the

2006-2007 school year and thereafter. Any and all unused sick leave days shall be accumulative from one year to the next, up to a maximum of ninety (90) days.

- C. Each employee will receive a written report of all accumulated sick leave on or before September 30<sup>th</sup> of each year. In determining accumulated sick leave, the School Committee will add the annual sick leave allotment specified above to the accumulated total as of June 30.
- 9.2. After an absence of three (3) consecutive working days, or five (5) working days in any ten (10) working day period, or fifteen (15) working days in any six (6) month period, the School Committee shall have the right to require verification of the nature of an employee's illness from his/her doctor. Verification submitted by an employee is 1) confidential 2) received by building supervisor or designee 3) not released to any unauthorized person. The School Committee retains the right to a second medical opinion at the Committee's expense in the event of a dispute. After any absence by reason of illness of twenty (20) or more working days, an employee must provide a physician's written authorization to return to work specifying any limitations imposed.
- 9.3 Sick Bank
- A. Any member of the bargaining unit who wishes to be a member of the sick leave bank shall donate one (1) sick day to the sick bank. Any person who wishes to become a member of the sick bank shall make such contribution to the bank within ten (10) days of the opening of school or within ten (10) school days of hire by the school department. Days contributed to the bank shall be considered aggregated and non-returnable and will remain in the bank.
  - B. Within thirty days from the date of approval existing employees who want to participate in the sick bank will be required to complete a form authorizing the Superintendent of Schools to withdraw (1) sick day each July 1<sup>st</sup> from the employee's sick time. It is the responsibility of each employee to submit, within 30 days of his/her first day of work, his/her declaration form to the Human Resource office. When the form is submitted, verification of receipt will be placed in the employees file and a copy of verification will be given to the employee for their records. A member who fails to submit the forms necessary to join the sick bank in accordance with these provisions shall forfeit all future use of the bank.
  - C. It is understood that the purpose of this bank is to provide extra sick days to those members suffering financial loss from a LONG TERM ILLNESS, but only after they have exhausted all of their own yearly and accumulated sick, vacation, personal, and comp. time. An employee who is receiving Rhode Island Temporary Disability can only receive sick bank time that equals the difference between their regular school department wages and the benefit they are receiving from RITDI.
  - D. Members will be limited to draw from the sick leave bank only up to the number of days that they have accumulated as of July 1<sup>st</sup> of the current year.

- E. In order for a member to be eligible to draw from the bank, he/she must be a contributing member of the bank. Employees are given one opportunity to become a member as described in item B above.
- F. If accumulated sick time becomes the basis for calculation of any form of compensation, members drawing from the bank shall return borrowed days prior to the calculation of such compensation.

G. Administration:

- 1. The Sick Leave Bank shall be administered by a six (6) member committee, three (3) shall be members of the Independent Cumberland School Employees' Association/NEARI appointed by the President of the Association. Three (3) shall be appointed by the Superintendent of Schools. All members shall serve a three-year term. Members may be reappointed. Vacancies occurring during a term will be filled by appointment.
- 2. The members of the Board shall elect one of their own members to serve as Chairperson, also for a period of three (3) years.
- 3. The Chairperson will maintain all records of the bank and shall present an Accounting of the Sick Bank's operation to the ICSE Association and the Superintendent of Schools after each meeting.

H. Use of Bank:

- 1. After a member has exhausted all of his/her own yearly and accumulated sick, vacation, personal and comp. time and if he/she is then out of work for five (5) consecutive days, he/she may apply in writing to the Sick Bank for additional sick leave, to be drawn against the bank. The request must be accompanied by a letter from a certified medical doctor indicating that the member is unable to return to work.
- 2. In making its decision the Sick Bank Committee shall take into consideration that the purpose of the Bank is to provide extra sick days to those members suffering financial loss from a LONG TERM ILLNESS. In making their decision the Sick Leave Bank Committee may use data and criteria as it may deem necessary to make its decision on an application including, but not limited to:
  - a. Adequate medical evidence of major illness or accident;
  - b. Prior utilization of all eligible sick leave, vacation, personal, comp. time by the applicant;
  - c. Any other benefit the applicant may be receiving relative to this absence from work;

- d. The number of days in the bank and the number of applications pending.
3. Upon receipt of a written request, the Chairperson of the Sick Leave Bank Committee shall call a meeting of the Committee to decide upon the request. All members must be given sufficient notice of the meeting and the meeting cannot be held unless all members are present. (the Association or the School Committee can send an alternate when necessary to do so) If by majority vote the board decides 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 for this illness or injury. The member requesting this leave shall be informed, in writing, of the Committee's decision.
4. A tie vote will be submitted to the School Committee with all the appropriate information. The School Committee will then vote to resolve the tie. The decision of the Sick Bank Committee and the tie breaking vote of the School Committee will be final and binding and not subject to the grievance procedure.
5. Once the sick leave has been granted, the member may continue to draw against the bank as long as he/she remains out of work provided that he/she submits a letter from his/her certified medical doctor every (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.
6. If the member draws more than sixty (60) days from the bank, the Sick Bank Committee may ask the said member to submit to a physical examination given by a certified medical doctor selected by the Committee and paid equally by the Union and the School Committee.
7. If a school year ends and a member who works a "School Year" (example teacher assistant) remains ill to the extent that he/she cannot return to work at the beginning of the next school year he/she must submit a new application for additional days.
8. The lifetime maximum days that can be drawn by a member equal the maximum allowable accumulation of sick days allowed for the members position in the bargaining unit contract. Once the member has reached their maximum they will not be eligible to apply again if the maximums change in subsequent contracts.
- I. If the accumulated days in the bank, after the collection of days on July 1<sup>st</sup>, are less than 20, the bank shall cease to exist.
- J. The total days in the bank cannot exceed 500 days. Only full days can be contributed and all sick bank members must contribute. No partial day contributions will be allowed. The Committee shall post the number of sick bank hours/days quarterly.

- K. A bank member may cancel his/her membership at anytime upon written notification to the Sick Bank Committee.
- 9.4. When an employee is reporting an absence due to illness, the employee will call their immediate supervisor or designee and the School Department absentee answering service. Ordinarily this call will be made the evening before the absence, if possible, but in no case less than two (2) hours before the employee's regular reporting time.
- 9.5. When the School Department is going to fill a position temporarily vacant because of sick leave of ten (10) working days or more taken by a first shift employee, it will first offer the position to a second shift employee in the same building, on the basis of building seniority, and use the temporary replacement to fill the second shift position.
- 9.6. As permitted by the provisions of Chapters §39-40 of Title 28 of the General Laws of Rhode Island and in compliance with the procedures and requirements of such laws non-certified employees may be permitted to purchase "Temporary Disability Insurance" (TDI, so-called).
- 9.7. Absence due to illness or non-job-related injury shall, except as provided in 9.3, be without pay once an employee has exhausted his or her accumulated sick leave, vacation and personal days.
- 9.8. The Committee agrees that the costs incurred as a result of the Committee requiring employees covered by this Agreement to undergo physical examinations and medical tests of any kind, be paid for in full by the Committee.
- 9.9. Employees shall be allowed to remit up to sixty (60) days of unused sick leave at the time of retirement, if they have completed fifteen (15) years of service in the Cumberland School Department, and have notified the department of their intent by April 1 of the year of retirement (or within ninety (90) days prior notice for the 2004-2005 school year), and they are eligible to retire under the MERS guidelines, said days will be paid out at twenty (\$20) dollars a day up to the maximum of one thousand two hundred (\$1,200.00)dollars.

## **ARTICLE 10**

### **MATERNITY LEAVE/FAMILY MEDICAL LEAVE**

- 10.1. Maternity leave without pay shall be granted to any employee covered by this Agreement for a period of up to sixty-five (65) working days. Employees on said leave may be required to provide medical proof of disability relating to pregnancy or childbirth at the request of the School Committee. An employee on maternity leave shall be allowed to use any accumulated sick leave for the portion of the leave for which they are deemed to be disabled. An extension of sixty (60) working days shall be granted in the event of medical necessity.
- 10.2. The School Committee, at its expense, may require the employee to submit to a medical examination by a doctor or specialist of its choosing in order to verify the need.

- 10.3. Any employee who remains out of work due to childbirth for a period of two (2) years shall automatically be terminated as an employee and lose her rights to any and all employment benefits under this Agreement or otherwise.
- 10.4. In the event an employee shall remain out of work for a period in excess of sixty-five (65) working days, said employee's benefits shall continue to be provided at the expense of said employee.
- 10.5. Any employee planning a maternity leave shall notify the Superintendent or his/her designee of her intention to leave thirty (30) days prior to the start of such leave. Failure to comply with the advanced notice will constitute a waiver of the leave by the employee. However, this advanced notice shall not apply in the case of medical emergency. The employee shall give the Superintendent or his/her designee fifteen (15) days notice of her intention to return from a maternity leave.
- 10.6. Articles 9 and 10 shall be renegotiated to the extent necessary to conform with state and federal laws respecting family, medical and parental leave. Said negotiations will commence at the call of either party.
- 10.7. The Cumberland School Committee reserves the right to concurrently utilize maternity leave with both federal and state Family and Medical Leave Acts.

## **ARTICLE 11** **LEAVE FOR UNION BUSINESS**

- 11.1. The Committee agrees to allow no more than two (2) employees at one time, who are members of the Union, to be granted leave up to a maximum of five (5) working days to attend Local, Council or International Union Conventions and Conferences. Said leave shall be without pay or, at the employee's option, with accrued personal or vacation leave pay. A two (2) week notice shall be given in writing to the Superintendent or his/her designee.

## **ARTICLE 12** **MILITARY LEAVE**

- 12.1. Any employee covered by this Agreement, who is required to participate in activities relating to membership in a Military Reserve Unit shall, upon providing the Superintendent with a copy of a letter from the Commanding Officer verifying the leave, be granted military leave with pay equal to the difference between the amount of pay and the allowances the employee receives from said military unit and the amount the employee would ordinarily receive had the employee worked for the School Department during said leave.

**ARTICLE 13**  
**JURY DUTY**

- 13.1. Any employee covered by this Agreement who is called for Jury Duty shall be granted a leave of absence during the period for which said employee shall serve Jury Duty. The employee shall be paid the difference between his/her regular pay and Jury Duty pay, if the Jury Duty pay is the less of the two.

**ARTICLE 14**  
**BEREAVEMENT LEAVE**

- 14.1. A. In case of death in the immediate family of the employee (father, mother, brother, sister, son, daughter, husband, wife, grandparent, or any other blood relative or in-law with whom the employee may then be living), an employee shall be allowed five (5) school days in each case with full pay. The five (5) school days shall be consecutive days commencing immediately following the death.
- B. In the case of the death of relatives by marriage or by blood not included in the aforesaid paragraph, the employee shall be allowed the day of the funeral with full pay. In the case of a mother-in-law or father-in-law, a member may have an additional consecutive day with full pay.
- C. In circumstances where travel requirements exceed the time allotted above, additional leave without pay may be granted upon request at the discretion of the Superintendent.
- 14.2. If such bereavement occurs during an employee's vacation, that employee may substitute bereavement leave for vacation time and reschedule the vacation another time.

**ARTICLE 15**  
**STATUTORY LEAVE**

- 15.1. Eligible employees will be entitled to the benefits of unpaid leave provided by the Rhode Island Parental and Family Medical Leave Act (the "State Act") and the Federal Family and Medical Leave Act ("FMLA") as the same may be amended from time to time to the extent permitted by the State Act and FMLA, with the understanding that such does not abrogate all rights and responsibilities vested in this agreement.
- 15.2. The Committee may require any leave be supported by certification of a health care provider.

**ARTICLE 16**  
**JOB-RELATED INJURIES**

- 16.1. All employees covered by this Agreement shall be covered and governed by the provisions of the Rhode Island Workers' Compensation Act.
- 16.2. Any employee who is determined to have been injured in the course of his or her employment pursuant to the provisions of the Rhode Island Workers' Compensation Act, who shall not be totally disabled, shall be required to report to work and perform such modified duties as are assigned to him or her.
- 16.3. An employee absent pursuant to this Article for a full year shall not be entitled to vacation during the first six (6) months after his or her return to work except for vacation, if any, accrued during his or her last period of active employment and not taken prior to or during the period of disability.
- 16.4. If the School Committee shall employ another employee to take the place of an employee who is determined to be totally or partially disabled under the Rhode Island Workers' Compensation Act, whether said temporary employee is extended any of the benefits of this Agreement, said temporary employee shall not, under any circumstances, be entitled to continued employment with the Cumberland School Committee. This provision shall automatically be part of any employment agreement with any and all individual employees, whether regularly employed or temporarily employed, and shall act as a bar to any grievance, arbitration, administrative hearing, legal action, or any other proceeding, seeking to continue the employment of any such temporary employee.

**ARTICLE 17**  
**CUMBERLAND MEDICAL AND DENTAL PLANS**

- 17.1. A. All employees hired after July 1, 2004 will receive Healthmate Coast-to-Coast health insurance. Any employee hired prior to July 1, 2004 may retain Blue Cross/Blue Shield Classic or United Health Care for their coverage. However nothing prohibits them from selecting Healthmate Coast-to-Coast health insurance during any subsequent open enrollment period, but they will not be allowed to deselect Healthmate Coast-to-Coast thereafter. Blue Cross/Blue Shield Classic or United Health Care shall not be an option for those employees hired after July 1, 2004, nor shall any present employee be allowed to select Blue Cross/Blue Shield Classic or United Health Care for their medical coverage.
- B. Should Blue Cross/Blue Shield change the coverages provided -during the term of this contract both the School Committee and I.C.S.E. agree to reopen negotiations on this item only.
- C. The School Committee shall pay ninety-five percent (95%) of the cost of the health and dental insurance provided to employees not subject to ten percent (10%) co-pay as of July 1, 1993. For employees hired after that date, the School Committee will pay ninety percent (90%) of the cost thereof.

- D. All employees are entitled to Delta Dental Level IV and student rider to age 23 at co-payments comparable to those agreed upon.
  - E. Prescription co-payments shall remain at \$5/\$15/\$30. In the event the \$5/\$15/\$30 option is not offered by the health care provider, the Association agrees to open negotiations.
  - F. There shall be no increase in the current rate of premium co-payments or physician co-payments during the life of this agreement.
- 17.2. For an employee whose spouse has health insurance coverage inferior to that provided under the terms of this Agreement, the Committee shall pay for Family Coverage for that employee. If a wife and husband are both employed in the Cumberland School System, in providing Family benefits for both, the Committee shall pay the premium for one.
- 17.3. Any member who currently participates in the United Health Plan in lieu of Blue Cross benefits shall pay the difference over and above the cost of Blue Cross benefits paid by the School Committee.
- 17.4. A. Employees subject to co-pay pursuant to the 1993 Agreement between the parties and all employees hired since the ratification date of that Agreement shall continue to pay ten percent (10%) of the premium costs of the coverage provided in 17.1 and 17.3 hereof.
- B. All other employees shall pay five percent (5%) of the premium costs of the cost of such coverage.
- C. The co-pay required of employees hereby shall be deducted from their paychecks in as nearly as may be equal installments. The Committee will arrange for the co-pay required hereby to be in pre-tax dollars provided it results in no additional cost to the Committee.
- 17.5. A. Any employee may elect, annually, to exchange his/her health care plan for one-half (1/2) of the amount which would otherwise be payable by the Committee for individual coverage under said plan.
- B. Payment will be in a lump sum separate check no later than the second pay period in October of each year.
- C. Payment for employees in their first year of employment shall be made in two equal payments, one after completion of six calendar months, the second immediately following the end of school.
- D. If an employee chooses to return to the health care plan after receiving the annual payment, the School Department will not be liable for costs above what would have been incurred if the employee had not selected the exchange.
- E. Any excess cost to the Department will be deducted in equal installments from the

employee's paycheck over the remainder of the contractual year.

- F. Any person who leaves employment before the period covered by the payment ends, must re-pay the Department on a pro-rata basis and such payment may be deducted from the accrued vacation or compensatory time pay due.
  - G. Rejoining a program in other than open season shall be subject to the acceptance of the member by the group health organization.
- 17.6. Any member who retires may purchase such health coverage until he or she attains age 65 through the School Department at its group rate, plus a two (2) percent administrative surcharge, and will be so informed at the time.
- 17.7. Both parties agree to form a committee made up of equal numbers to review alternative health plans which are comparable to those in this Article and to make recommendations to the Superintendent.
- 17.8. During the term of this Agreement, the School Committee may solicit bids from, and contract with, alternative medical and/or dental Plan Administrators (“Administrator(s)”) subject to the limitations contained herein.
- A. The School Committee agrees to maintain medical and dental insurance plans equivalent to all aspects of the present Cumberland Medical Plan and the current Cumberland Dental Plan, copies of which are attached hereto and incorporated herein by reference.
  - B. There shall be no change in the benefits, benefit levels, or co-pays set forth within the current Cumberland Medical Plan or the current Cumberland Dental Plan during the term of this Agreement.
  - C. Prior to any change in Administrator(s), the School Committee shall meet with the Union and provide evidence that the alternative Administrator shall continue to oversee and administer the current Cumberland Medical Plan and/or the current Cumberland Dental Plan.
  - D. Any dispute between the parties over the issues discussed herein may be grieved and, if the Union so elects, be arbitrated by arbitration process prior to any change in Administrator(s) and/or medical/dental insurance coverage affecting any of the employees covered by this Agreement.
  - E. Should the “working rate” upon which the employee co-share is based decrease as a result in any change in Administrator(s), the employee co-share amount shall decrease proportionately.
  - F. The School Department agrees to include language within any request for proposals that will include a requirement that a plan for continuation of care be provided as part of the bid package in the event that a change of plan administrators results from the solicitation. The information contained within the bid package will be open for inspection by all interested parties.

**ARTICLE 18**  
**PENSION**

- 18.1. The School Committee agrees to provide the Rhode Island Municipal Employees' Retirement Plan for all employees in the bargaining unit who are eligible for participation in The Plan.
- 18.2. The School Committee and the Association agree to re-open the contract only on the issue of automatic increase in retirement allowance, beginning July 1, 2005. Either party is free to give notice to the other prior to commencing these negotiations.

**ARTICLE 19**  
**LIFE INSURANCE**

- 19.1. The School Department shall provide each employee covered by this Agreement with a Twenty-five Thousand (\$25, 000) dollar Group Life Insurance Policy, the premium of which shall be paid in full by the School Committee.

**ARTICLE 20**  
**HEALTH & SAFETY**

- 20.1. The School Department will make a reasonable effort to inform all employees covered by this Agreement of any hazard to which they are exposed, including, but not limited to, dangerous or toxic chemicals in use in the work area.
- 20.2. The School Department shall provide all necessary training for any equipment used by employees covered by this Agreement. Employees will not be required to use such equipment until the training necessary for an employee to use it is provided.
- 20.3. In the event that the School Department disputes the existence of an unhealthy or unsafe condition, it will consult with the President of the Union before implementing its decision. If the Union disagrees with the Department's decision, the Union shall have the right to use the grievance procedure of this Agreement.
- 20.4. A bell shall be installed, in each school, connected to the phone system, for the use of nighttime personnel.

**ARTICLE 21**  
**CLOTHING ARTICLES**

- 21.1. The School Department agrees to provide any protective articles and clothing, including, but not limited to, rain gear, boots, safety goggles, gloves and safety shoes to any employee covered by this Agreement whose working conditions require such protective clothing and articles. The cost of safety shoes shall not exceed \$100 (employees shall be allowed \$150

toward the purchase of safety shoes if they forgo their entire clothing allowance in any given year).

- 21.2 On or before the 1<sup>st</sup> day of August each year, the School Committee shall supply employees classified as maintenance or custodians with the following complement of clothing with an approved logo:
- A. three (3) Summer shirts;
  - B. three (3) Winter shirts; and
  - C. three (3) pair of jeans and/or work pants (employee choice).
- 21.3
- A. Employees in these classifications shall be responsible for the upkeep of their uniforms and are expected to report to work in a neat and orderly fashion.
  - B. Clothing with approved logo previously issued by the School Committee may continue to be worn by Custodial and Maintenance employees.
  - C. Shorts and t-shirts with approved logos may be worn by Custodial and Maintenance employees working 2<sup>nd</sup> or 3<sup>rd</sup> shift or during the Summer Recess period.
  - D. Representatives of both parties shall meet prior to the end of each School year to mutually agree upon colors and styles of clothing for the upcoming School year.

## ARTICLE 22 MILEAGE ALLOWANCE

- 22.1. Any employee covered by this Agreement who is required to use his or her own personal vehicle for School Department business shall be reimbursed at the prevailing IRS mileage allowance.

## ARTICLE 23 VACATIONS

- 23.1 A. On the anniversary date of employment administrative secretaries, hired or who transfer into a new position category after July 1, 2000, shall be entitled to paid vacations according to the following schedule:

After 1 year of service	2 weeks
After 5 years of service	3 weeks
After 10 years of service	4 weeks

- B. 1. School Building Secretaries will be entitled to paid vacations according to the following schedule: (refer to M.O.A. page 32 for last year buyback).

After 1 year of service	10 days
After 5 years of service	15 days

After 10 years of service

17 days

2. All requests for vacations should be submitted to the building principal at least two (2) weeks prior for approval.
- 23.2 Custodians and maintenance personnel shall be entitled to paid vacations according to the following schedule (classifications - custodians and maintenance personnel):
- A. Six (6) months from the date of employment to one (1) year shall entitle the employee to five (5) working days vacation.
  - B. After one (1) year and up to five (5) years of service, employees will be entitled to ten (10) working days' vacation.
  - C. After five (5) years of service, employees will be entitled to fifteen (15) working days' vacation.
  - D. After ten (10) years of service employees will be entitled to twenty (20) working days' vacation.
  - E. After fifteen (15) years of service, employees will be entitled to twenty two (22) working days' vacation.
- 23.3. A year of service for the purpose of this Article shall mean twelve (12) months.
- 23.4. A. All custodian and maintenance vacations shall be taken normally during the summer months, except during the week prior to the opening of school.
- B. Notwithstanding the above, those employees entitled to fifteen (15) working days' vacation shall be permitted to take five (5) of their vacation days during the school calendar year; employees entitled to twenty (20) working days' vacation must take five (5) of those days during the school calendar; and employees entitled to twenty-two (22) working days' vacation must take seven (7) of those days during the school calendar.
- C. On a seniority basis, employees will be granted summer vacation in a manner that does not interfere with the summer maintenance schedule established by the Supervisor of Maintenance.
- D. All requests for vacation should be submitted to the Director of Buildings and Grounds by May 1st of each year to allow for scheduling which will not interfere with summer maintenance work.
- E. Vacation time shall be granted in no more than two (2) week blocks. On a seniority basis, employees shall be granted one two (2) week block, all other less senior employees shall have the right to a two (2) week block.
- 23.5. Upon termination of employment, vacations shall be considered accrued wages and shall

be payable according to the amount of vacation time accumulated by the anniversary date of employment.

23.6. In the event an employee is on vacation when a holiday occurs, then that employee shall be allowed to take an additional day off with pay at the beginning or at the end of said employee's vacation with approval of his/her immediate supervisor. This provision does not apply to Building Secretaries or teacher assistants during the Christmas, New Year's, February and April recesses, except as provided in Article 24.8 below.

23.7. School recess weeks.

A. Teacher assistants/clerical assistants (after six (6) months of service) and building secretaries will be entitled to paid vacations for the following school recess weeks:

Christmas/New Year's, February and April recess.

B. 1. Administrative secretaries will be entitled to two (2) paid days off during each school vacation week unless a holiday is celebrated during the week in which case they will be entitled to three (3) paid days off (inclusive of the holiday).

2. In the event that Christmas and New Year's recess cover ten (10) calendar days (excluding weekends), all administrative secretaries shall be entitled to six (6) paid days off (inclusive of any celebrated holidays during this period).

23.8 Employees shall be permitted to take a maximum of one (1) day off without loss of pay for each of the following:

A. To receive a college or graduate degree; and

B. To attend the graduation of a member of the Employee's immediate family.

## ARTICLE 24 HOLIDAYS

24.1. Employees in full-time positions, building secretaries, custodians, maintenance, administrative secretaries, pool manager (and Teacher Assistants/clerical assistants, except as to July 4th and V-J Day) are entitled to the following paid holidays:

New Year's Day  
Martin Luther King, Jr. Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
July 4th  
V-J Day  
Labor Day

Columbus Day  
National Election Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

- 24.2. Any employee covered by this Agreement who is required to work on one of said holidays or any part of said holiday, whether or not it is a regularly scheduled work day, shall receive, in addition to his/her holiday pay, payment for those hours worked on the holiday at the rate of time and one-half of regular pay.
- 24.3. Time not worked due to a holiday shall be counted as time worked for the purpose of computing overtime.
- 24.4. In the event Federal, State or Local Governments declare a day of mourning, said day shall be considered as and treated as a paid holiday, provided the School System is required not to be in session and is not required to make up the date at a later time.
- 24.5. The day after Thanksgiving and the last working day before Christmas shall also be treated as holidays, provided the School System is not in session.
- 24.6. The day before New Year's shall be a paid holiday for custodians and maintenance personnel. The day before New Year's shall also be a paid holiday for Administrative Secretaries and the pool manager.
- 24.7. A. Any employee who is on leave of absence without pay for any cause or duration shall not be entitled to holiday pay.
- B. An employee absent pursuant to this clause for a full year shall not be entitled to vacation during the first 9 months after his/her return to work except for vacation, if any, accrued during his/her last period of active employment and not taken prior to or during the period of the leave.
- C. This provision applies to 23.1 and 23.2 only and not to **23.7** and the practice for Building Secretaries during Christmas, February and April vacations.
- 24.8. When a holiday provided for in this Agreement falls on a weekend and is not celebrated on another day, such as a holiday falling on a Sunday and being celebrated on the following Monday, the Committee shall pay all entitled ICSE members, as the case may be, holiday pay for the holiday, or at the Committee's option, offer such eligible ICSE member(s) a day off from their regular work schedule, with full pay. If this latter option is selected, the scheduling of the "days off" shall be at the mutual convenience of both the ICSE member(s) and the work-related needs of the School Administration.
- 24.9. Employees of the Jewish faith shall receive full pay when absent from school for the purpose of observing the following Jewish Holy Days:
- a. Rosh Hashanah (two days); and
  - b. Yom Kippur (1 day).

**ARTICLE 25**  
**BULLETIN BOARDS & SCHOOL FACILITIES USE**

- 25.1. With the mutual consent of the Superintendent and Union President, or their designees, the Union shall have the right to use a School Department Bulletin Board for Union Notices, bulletins and circulars; provided, however, that the Union shall indemnify and save harmless the School Committee and its agents from any and all claims for damages, compensatory or punitive expenses, and costs resulting from such use, and to defend the Committee against same.
- 25.2. The School Department shall allow the Union the use of a School Department building for Union meetings. Said use of buildings shall be without charge. The Union agrees to notify the School Department one (1) month in advance of said Union meetings.
- 25.3. The Committee agrees, on the approval of the Superintendent or his/her designee, to allow the Union the use of the interschool mail-delivery system for the purpose of sending letters, brochures, notices and other printed, written or typed matter to bargaining unit members at the various school locations in the School System.

**ARTICLE 26**  
**REST PERIODS**

- 26.1. The Committee agrees to continue current practices with regard to all lunch periods and rest periods. If an employee leaves the building during such periods, he or she will sign out in the main office indicating the time of departure, destination and estimated time of return. On returning, he or she will sign in and indicate time of return.

**ARTICLE 27**  
**PERSONNEL FILES**

- 27.1 A. Upon receipt of a written request to the Superintendent or his/her designee, an employee shall be allowed to review the contents of his/her personnel file.
- B. Excluded from this provision, above, shall be references and information obtained in the process of evaluating the employee for employment.
- C. No material derogatory to an employee's conduct, service, character, or personality will be placed in said file unless the employee has had an opportunity to review the material.
- D. An employee may challenge the accuracy and/or authenticity of any material in said files.

**ARTICLE 28**  
**PERSONAL DAYS**

- 28.1. A. Each employee will have three (3) personal business days per calendar year.
- B. Any employee utilizing all three in one calendar year shall have the third deducted from their sick leave balance.
- C. No reason need be given for the days.
- 28.2. A. The employee must call the Superintendent or his/her designee at least 48 hours before the day to be taken, whenever possible, and call the System's answering service no later than twelve (12) hours before the regular reporting time.
- B. Requests for these days immediately preceding or following a school vacation shall be limited to not more than five (5%) percent of the most-senior employees who apply.
- C. The request must be made in writing to the Superintendent not less than seven (7) calendar days prior to the day requested. The request must be hand-delivered to the Superintendent's office or the Human Resource office and a receipt given to the employee.
- D. In cases of emergency, requests made after the deadline will be considered.

**ARTICLE 29**  
**DISCHARGE & DISCIPLINE**

- 29.1. A. Disciplinary action may be imposed upon an employee only for just cause.
- B. Any disciplinary action imposed upon an employee may be processed as a grievance through the grievance procedure.
- C. If the School Committee has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.
- D. Initial minor infractions, irregularities, or deficiencies shall be privately brought to the attention of the employee.
- E. Each employee shall be furnished a copy of all performance evaluations or disciplinary entry in his/her personnel record and shall be permitted to respond thereto.
- F. The contents of an employee's personnel record shall be disclosed to the employee upon his/her request and shall also be disclosed to the employee's Union Representative.

- G. Where appropriate, disciplinary action or measures shall include only the following:
1. Oral reprimand;
  2. Written reprimand;
  3. Suspension;
  4. Discharge;
  5. Demotion where appropriate.
- H. When any disciplinary action is to be implemented, the School Committee shall, before or at the time such action is taken, notify the employee and the Union in writing of the specific reasons for such action.
- 29.2. Notwithstanding the above, probationary employees may be terminated at the discretion of the Employer.
- 29.3. A. Reprimands dealing with work ethic or are of a performance nature shall be kept on file for twelve (12) months, after which said reprimands shall be destroyed if no additional reprimands have been issued during said twelve (12) months.
- B. However, where the school department deems any reprimand rises to the level of such egregious nature, said reprimand may remain in the personnel file in excess of twelve (12) months.
- C. Nothing in this Article shall be construed to prohibit an employee from challenging the validity of any reprimand.

### **ARTICLE 30** **RESIGNATION**

- 30.1. Any employee covered by this Agreement who voluntarily resigns his or her position with the School Department shall be required to give no less than two (2) weeks notice to the School Department of said intention to resign. For the purpose of this Article, two (2) weeks shall be defined as fourteen (14) calendar days.

### **ARTICLE 31** **STAFF DEVELOPMENT**

- 31.1. The Committee shall allocate an amount not less than Five Thousand (\$5,000) Dollars in each of the 2007-2008, 2008-2009, and 2009-2010 school years to be utilized for staff development opportunities for members of ICSE. Opportunities shall be provided on a fair and equitable basis to all ICSE Members.
- 31.2. A. No later than November 1<sup>st</sup> of each year, an employee covered by this Agreement may apply to the Superintendent, or his or her designee, for reimbursement of the cost of any instructional program which, in the Superintendent's discretion, will

improve the employee's job skills, as it applies to any position in the bargaining unit.

- B. In the event that applications received by November 1<sup>st</sup> exceed the annual sum appropriated, the Superintendent, or his/her designee, may prorate said reimbursements.
- 31.3.
- A. Any member may request an unpaid leave of absence to advance their individual education.
  - B. The leave of absence must be approved by the Superintendent and the Committee prior to commencing the leave.
  - C. The employee shall retain all health, dental, and life insurance coverage during the leave of absence, but shall experience no increase in co-payment liability in addition to contractual agreements.
- 31.4. Application shall be reviewed and considered based on seniority. Under no circumstances will more than one leave be approved in the same school year.
- 31.5.
- A. Professional development shall be provided to Teacher Assistants during all professional development days set forth within the calendar approved by the Committee.
  - B. The Committee agrees that costs associated with coursework and/or training required by either the State of Rhode Island or the Town of Cumberland shall be paid for by the Committee.
  - C. Teacher Assistants shall be compensated at their regular hourly rate of pay for all hours of training.
- 31.6.
- A. In an effort to address Professional Development for Bargaining Unit Members, a Joint Committee will be formed to study ways to improve said Professional Development.
  - B. The Superintendent shall name three (3) persons to serve on the joint committee and the President of the ICSE Union shall likewise name three (3) persons to serve on said committee.
  - C. The Assistant Superintendent shall be a member of the committee and shall preside over said committee.
  - D. Upon completion of the study, the Joint Committee shall render a report of its recommendations to the Superintendent of Schools no later than June 1 of each year, with a copy of said report to the President of the ICSE Union.
  - E. No later than August 1 of each year, the Superintendent shall consider said report's findings in development of professional development activities for Bargaining Unit

Members together with such other factors taken into account in providing professional development opportunities for Bargaining Unit Members.

## ARTICLE 32 SENIORITY

- 32.1. Seniority is defined as the total length of time an employee who works in any position covered by this Agreement has been employed by the School Department.
- 32.2. A. Seniority shall begin upon successful completion of probation and be counted from the first day worked, in a permanent position after appointment by the Cumberland School Committee, and continue uninterrupted during absences due to illness, injuries, vacations and any leave granted, under any provision of this Agreement.
- B. The seniority list in effect as of June 18, 1997 shall remain intact.
- C. For employees whose first day worked is after June 18, 1997, if more than one employee has the same first day of employment, seniority shall be determined by:
1. date of School Committee appointment;
  2. date of receipt of application;
  3. lottery.
- 32.3. A. Within forty-five (45) days of the effective date of this Agreement, the Committee shall cause to be posted a "Seniority List" in all work areas of employees covered by this Agreement.
- B. Any disagreements as to the accuracy of said Seniority List on the part of the Union, an employee, or group of employees, shall be subject to the grievance and arbitration provisions of this Agreement.
- 32.4. A. The Committee shall provide the Union President or the President's designee, on a semi-annual basis, beginning on the effective date of this Agreement, a current Seniority List.
- B. Any disagreements as to the accuracy of said Seniority List shall be subject to the grievance and arbitration provisions of this Agreement.
- 32.5 Seniority shall be terminated for the following reasons:
- A. After an employee's voluntary resignation or retirement is accepted by the school committee;
  - B. When an employee is discharged for just cause;
  - C. When an employee takes other employment while on an authorized leave of absence;

- D. Absence from work for any reason for a period in excess of two years.

**ARTICLE 33**  
**LAY OFF and RECALL**

- 33.1. A. In the event a layoff becomes necessary, probationary employees will be laid off first.
- B. Employees with the least bargaining unit seniority, within title (i.e. administrative secretaries, building secretaries, skilled maintenance, custodian, teacher assistants, head custodian, clerical assistants) shall then be laid off.
- C. Said laid off employees' names shall be placed on a recall list and remain on said list for a period of up to two (2) years.
- D. A two (2) week notice shall be given to any employee who will be affected by lay off.
- E. Both lay off and recall shall be in accordance with the basic needs of the School Department and the qualifications of the employee to fill those needs.
- 33.2. Any employee affected by lay off shall be allowed to exercise his or her bargaining unit seniority over another employee with less seniority, provided said employee has the qualifications to perform the work.
- 33.3. A. Employees with the greatest bargaining unit seniority on the recall list shall be rehired first whenever openings exist.
- B. They shall be notified by certified mail and must respond within five (5) working days of receipt of recall letter to express their intentions of returning to work.
- C. Employees so notified and desiring to return to work shall be given ten (10) working days to return to work.
- 33.4. Employees on the recall list shall continue to accrue seniority while on lay off.

**ARTICLE 34**  
**TIME NOT WORKED DUE TO**  
**UNFORESEEN CIRCUMSTANCES**

- 34.1 In the event any school or schools within the School System shall be closed due to power failure, inclement weather, or any other circumstances which prevents the normal operation of a school or schools, the Department will maintain the integrity of the school year employees' pay of that pay period; provided, however, that if the lost time shall be required to be made up as part of the school year, the employees shall do so without pay.

- 34.2 The following procedures are to be followed in the event of snowfall that could delay or close the schools (maintenance, custodial & groundskeepers):
- A. If there is snow at night during the school week and school is cancelled, all shifts report to their assigned schools at 7:00 a.m. the following morning.
  - B. When it snows enough so it has to be shoveled, the Director of Buildings and Grounds will contact the maintenance foreman or a designated custodian to authorize them to call in people to shovel.
  - C. Maintenance staff assigned to snow plowing and sanding duties may be required to report to work, as the conditions require. The Director of Buildings and Grounds or the maintenance foreman will contact the maintenance staff.
  - D. Anyone unable to shovel snow due to health reasons must annually supply the Director of Buildings and Grounds with a doctor's letter.
  - E. Emergency Situation due to weather or any unforeseen problems other than snow, the call in procedure will be the same as that for a snowstorm.
- 34.3 Employees essential to the effective operation of the School Department shall report to their work location at the discretion of the Superintendent. If an employee is unable to safely travel, said employee shall be allowed to utilize any accrued benefit time.

## **ARTICLE 35**

### **OVERTIME**

- 35.1 All employees covered by this Agreement shall be paid time and one-half their regular rate of hourly pay for all work performed in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week, if pre-approved by the Superintendent.
- A. Administrative Secretaries shall be entitled to comp time, hour for hour, in lieu of pay for all time worked in excess of thirty-five (35), but not more than forty (40) hours in a week, if pre-approved by the Superintendent.
  - B. Building secretaries shall be entitled to their rate of pay for all time worked in excess of seven (7) hours in a day and thirty-five (35) hours in a week, but not more than forty (40), if pre-approved by the Superintendent.
  - C. Teacher assistants/clerical assistants shall be entitled to their rate of pay for all time worked in excess of their normal workday/workweek, if pre-approved by the Superintendent.
- 35.2 The Committee agrees that all records of overtime hours worked by any and all employees covered by this Agreement shall be available to a Union Representative and/or a Union Steward upon written request, within a reasonable time.

- 35.3. A. Call back is defined as a call by the School Department for an employee to perform work after completing a regularly scheduled work period but before the employee is next scheduled to work.
- B. When an employee is offered overtime work to enable a group to use a school facility, it shall not be deemed a callback and the employee is expected to complete work, as designated by the Director of Buildings and Grounds in the immediate building and will be paid time and one-half for the number of hours worked.
- C. Failure to work during these periods may result in disciplinary action.
- 35.4. A. When an employee is called back to perform work which is not a result of the employee's own negligence, said employee shall receive a minimum of four (4) hours' pay whether or not the employee actually works the four (4) hours at the rate of time and one-half said employee's regular rate of pay.
- B. If an employee is called back to respond to a police or fire alarm said employee shall receive a minimum of two (2) hours' pay whether or not the employee actually works the two (2) hours at the rate of time and one-half said employee's regular rate of pay.
- C. If an employee is directed before the end of the next scheduled work day to report early the next scheduled work day to work hours contiguous with his/her normal hours, this shall not be considered a call-back and he/she will be paid at the overtime rate for the hours worked.
- D. Call-back pay shall not be paid when the return to work is for scheduled routine maintenance such as checking boilers on a Saturday. Building checks shall be scheduled by the facilities director and be performed between the hours of 7:00 a.m. and 11:00 a.m. unless designated otherwise by facilities director.
- 35.5. A. Overtime shall be equitably distributed by rotation among all employees based on building seniority; and a record of overtime will be available to the Union upon request.
- B. For employees in the classification of Maintenance, overtime shall be equitably distributed by rotation.
- C. For the purposes of equalizing distribution, an overtime refusal shall equal a lost overtime opportunity.
- D. Qualifications shall be a determining factor in the distribution of overtime. If a qualified employee is utilized out of rotation, he/she shall be placed at the bottom of the rotating list.
- 35.6. Custodians who work for an outside group, using school facilities, shall be paid through the business office payroll department.

**ARTICLE 36**  
**HOURS OF WORK**

36.1. The parties agree that work schedules shall be as follows:

- A. For all employees in the classification of Building Secretaries and administrative secretaries:
  - 1. Building Secretaries and administrative secretaries will work the School Calendar during the School Year, which shall consist of five (5) consecutive days, Monday through Friday, and seven (7) consecutive hours (35 hours per week).
  - 2. During the summer school vacation period, Building Secretaries will work five (5) consecutive days, Monday through Friday, from 8:00 a.m. until 2:00 p.m., six (6) hours per day, inclusive of a one-half (1/2) hour for lunch.
  - 3. Administrative Secretaries shall work five (5) consecutive days, Monday through Friday, from 8:00 a.m. until 3:00 p.m., inclusive of a half hour lunch during the summer.
  
- B. For all employees in the classification of Custodians and Maintenance Employees:

Five (5) consecutive days, Monday through Friday, eight (8) consecutive hours, forty (40) hours per week.
  
- C. For all employees in the classification of Teacher Assistants and Clerical Assistants:
  - 1. Five (5) consecutive days, Monday through Friday, for four (4), five (5), or six (6) consecutive hours, based on the number of hours, for which hired, promoted, or transferred.
  - 2. Teacher assistants/clerical assistants will work the School Calendar.
  
- D.
  - 1. In the event the Committee or its designee requires a Teacher Assistant or Assistants to work beyond the School Calendar, the extra work will be offered to the Teacher Assistant or Assistants who is or are performing the specific job(s).
  - 2. In the event that a Teacher Assistant or Assistants refuses to accept said extra work, then the Committee or designee will offer the extra work to the senior Teacher Assistant qualified for the specific job.
  
- E.
  - 1. Beginning July 1, 2005 the Committee shall have the authority to create new custodial and maintenance positions that do not conform to the work schedules set forth in Article 36.1 B.
  - 2. The filling of said positions shall conform to the procedures set forth in

Article 8.

3. The Superintendent/Committee shall notify the I.C.S.E. President of it's intentions to create such position.
4. Notification shall be in writing, explicitly stating the needs which necessitate the new position, and shall be prior to the job pool at which the position will be filled.
5. Nothing contained in Article 36.1 shall prevent the School Committee from seeking volunteers to work outside their established schedule.
6. This agreement shall expire on June 30, 2007.

F. Overlapping building checks and events within the same building:

1. a. The Department recognizes that overlapping building checks and events require sufficient Custodial staffing.
- b. In determining whether Custodial staffing is sufficient, the Department shall consider:
  - (1) the normal work load of a Custodian under the circumstances;
  - (2) the safety, welfare and needs of the outside groups using School property; and (3) past practice.
2. Multiple events:
  - a. The Department recognizes that multiple, overlapping outside events occurring on School property require sufficient Custodial staffing.
  - b. In determining whether Custodial staffing is sufficient, the Department shall consider:
    - (1) the maintenance of normal Custodial work loads;
    - (2) the safety, welfare and needs of the outside groups using School property; and
    - (3) past practice.

It is specifically understood that where more than one (1) event is taking place between multiple buildings, that at least one (1) Custodian shall be assigned to each building to cover the event in question.

3. Summer hours:
  - a. The regular Summer hours for Custodians shall be 7 a.m. to 3 p.m.
  - b. To the extent it is necessary to provide staffing outside of the regularly established Summer hours, Custodians shall be assigned, on a rotating seniority-basis mutually agreed-to by the parties, to work the extra hours.

## **ARTICLE 37**

### **GRIEVANCE PROCEDURE**

- 37.1. A "grievance" shall mean any complaint by the Committee, a Union member, or the Union that there has been a violation, a misinterpretation, or an inequitable application of any of the provisions of this Agreement, except that the term "grievance" shall not apply to any matter as to which (1) the method of review is prescribed by law, or (2) the Committee is without authority to act. Both parties agree that these proceedings will be kept as confidential as may be appropriate at any level of the procedure.
- 37.2. There shall be a grievance procedure as follows:
- A. A grievance shall be presented by the aggrieved employee and/or by the Union within ten (10) working days of the employee's knowledge of the occurrence of such grievance.
    - STEP 1:** An aggrieved employee shall discuss his/her problem with his/her Union Representative and immediate Supervisor, who shall attempt to settle the problem within a reasonable length of time.
    - STEP 2:** If the grievance is not resolved according to Step 1 above, it shall be reduced to writing and the Union Representative shall meet, within five (5) working days of the Union request, with the Superintendent's designee. Such designee shall render a decision to the Union and the employee within five (5) working days of the meeting.
    - STEP 3:** If the grievance is not resolved according to Step 2 above, it shall be submitted to the School Committee, who shall meet with the Union within ten (10) days of the Union request to conduct a hearing on the grievance. The Union will present the grievance at such hearing. The School Committee shall render a decision to the Union within ten (10) days of the meeting.
    - STEP 4:** In the event the grievance is not settled in a manner satisfactory to the Administration or the Union, then such grievance may be submitted to arbitration in the manner provided.
- 37.3. A. The Union or the Committee shall, after so notifying the other, refer the matter to

either the American Arbitration Association or the Labor Relations Connection within thirty (30) calendar days of receipt of Level III disposition.

- B. The Arbitrator shall be selected by either the American Arbitration Association or the Labor Relations Connection in accordance with their respective rules, or any mutually agreeable Arbitrator chosen within five (5) days after the formal demand for arbitration.
- C. The Arbitrator shall not be empowered to make any decision amending, modifying, adding to, or subtracting from the provisions of this Agreement.
- D. The School Committee and the Union shall share equally the expenses of arbitration.

- 37.4. In recognition of the acceptance by the parties of the use of arbitration to resolve all disputes arising during the term of this Agreement, the Union agrees that it will not cause, condone, sanction, or take part in any strike, work stoppage, picketing, or interference with the operation of the schools, and the School Committee agrees that it will not lock out any employee during the term of this Agreement.
- 37.5. In the event the employee does not follow the time limits specified in this Grievance Procedure, the grievance shall not be arbitrable. All time limits may be waived by mutual agreement in writing. In the event the time limits are waived for any Step in the Grievance Procedure, the extension must be for a specific period of time and stated so in writing by the parties.
- 37.6. All disciplinary action, including suspensions, shall be subject to the Grievance Procedure.
- 37.7. If, during any Step of the Grievance Procedure, it is decided that an employee's suspension was unjust, then, the employee shall be reinstated to his/her former job without loss of pay and all records of the suspension shall be destroyed.
- 37.8. Members of the Union Committee, stewards, the aggrieved employee, and employee witnesses who are School Committee employees, will be paid at their regular rate up to their normal quitting time for time spent in processing grievances. The Union Representative will have the right to assist the aggrieved at any Step of the Grievance Procedure.
- 37.9. The Arbitrator's award shall be enforceable pursuant to the provisions of R.I.G.L., Chapter 28-9, as amended.
- 37.10. The parties agree to make available to each other, upon request, statistics and records which are relevant to grievance.

## **ARTICLE 38**

### **PAST PRACTICES**

- 38.1. Past practices now in existence, which deal with subject matter not specifically addressed

in this Agreement, shall continue to apply as to both parties.

- 38.2. Where this Agreement provides terms and conditions for specific subject matter, said provisions shall supersede any past practices between the parties.
- 38.3 The failure of the Department to exercise any of the rights reserved to it or conferred upon it by this Agreement does not foreclose the exercise of such rights at such time and in such circumstances as it shall choose to exercise them in the future. This does not preclude either party from discussing, and possibly agreeing, to any matters in accordance with 28-9.4 R.I.G.L.

### **ARTICLE 39** **SEVERABILITY**

- 39.1. If any Article portion of any Article or any supplements to this Agreement are held to be invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of this Agreement or any supplement to it shall be unaffected and shall remain in full force.
- 39.2. In the event that any Article or Section of any Article and/or supplements (agreed to in writing) to this Agreement be held to be invalid by any tribunal of competent jurisdiction, the parties agree to enter into negotiations after receipt of written notice by the parties for the purpose of arriving at a replacement for that part affected.

### **ARTICLE 40** **CHANGES IN AGREEMENT**

- 40.1. The parties agree that no change whatsoever will be made to this Agreement unless by mutual consent in writing by the parties.
- 40.2. The waiver of any breach or condition of this Agreement shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

### **ARTICLE 41** **WORKING OUTSIDE OF CLASSIFICATION**

- 41.1. Employees shall not be required to perform duties outside of their classification (i.e., administrative secretaries, pool manager, building secretaries, clerical assistants, custodians, maintenance and teacher assistants), but may do so voluntarily.
- 41.2. Teacher Assistants are not responsible for classroom supervision in the absence of certified personnel. Teacher Assistants will perform work as assigned by the teacher, provided, however, such assignments do not conflict with the job description posted for such positions. Teacher Assistants shall not be required to transport students in their personal vehicles, but may do so voluntarily.

- 41.3. Building Secretaries, Administrative Secretaries and, Teacher Assistants will not be assigned responsibility for dispensing or custody of either over-the-counter or prescription medicine. All Building Secretaries, Administrative Secretaries, and Teacher Assistants hired after the ratification of the 1993 Agreement will be trained in first aid and CPR. There will be no cost to these employees for this training and such training shall be provided during two (2) separate half-day (.5) professional development days for which teacher assistants who attend will be compensated.
- 41.4. All employees required to receive training by OSHA's Bloodborne Pathogen Standard will participate in training provided by the Committee at no cost to the employees.

## **ARTICLE 42** **NEGOTIATIONS**

- 42.1. The Committee agrees to enter into negotiations with the Union in accordance with 28-9.4 RIGL prior to the expiration date of this Agreement for the purpose of negotiating a succeeding Agreement.
- 42.2. In the event negotiating sessions are scheduled during working hours for any employee covered by this Agreement, who shall be elected or appointed to a position on the Negotiating Committee for the Union, then that employee shall be relieved of duty to attend any necessary meeting relevant to negotiations. Said relief from duty shall be without loss of pay.

## **ARTICLE 43** **WAGES**

- 43.1. Wages shall be as appears in Appendix A of this Agreement.
- 43.2. In the event that the Town of Cumberland and the Cumberland School Department agree to provide the option to employees of being paid in either twenty-one (21) or twenty-six (26) paychecks, the Committee agrees to extend the option to I.C.S.E.

## **ARTICLE 44** **DURATION**

- 44.1. The Provisions of this Agreement will be effective as of July 1, 2007; all agreements shall be retroactively applied to that time, and will continue in full force and effect until June 30, 2010.

**CONCLUSION**

IN WITNESS WHEREOF, the parties have hereunto affixed their signature this \_\_\_\_ day of \_\_\_\_\_, 2008.

THE INDEPENDENT CUMBERLAND  
SCHOOL EMPLOYEES/ NEARI

CUMBERLAND, RHODE ISLAND  
SCHOOL COMMITTEE

By: \_\_\_\_\_  
Kathie Richard, President

By: \_\_\_\_\_  
Frederick C. Crowley, Chairman

\_\_\_\_\_  
Audrey Geary, Vice President

\_\_\_\_\_  
Donna A. Morelle, Ph.D.,  
Superintendent

\_\_\_\_\_  
Robert Brides, Negotiations Team

\_\_\_\_\_  
Joseph A. Rotella, Esq., Director  
Legal Services

\_\_\_\_\_  
Camille Fazah, Negotiations Team

\_\_\_\_\_  
Debra Fernandes, Negotiations Team

\_\_\_\_\_  
William Kaplan, Negotiations Team

\_\_\_\_\_  
Edward Niedzwiadek, Negotiations Team

\_\_\_\_\_  
Thomas R. Landry,  
Assistant Executive Director/ NEARI

**Appendix A**  
**Wages and Longevity 2007-2010**

1.	Maintenance Employees (Utility & Groundskeepers)	7/1/07 (3.5%)	7/1/08 (2%)	1/1/09 (2%)	7/1/09# (2%)	1/1/10# (2%)	
	1 <sup>st</sup> Year	\$15.98	16.30	16.63	16.96	17.30	
	2 <sup>nd</sup> Year	\$16.25	16.57	16.91	17.24	17.59	
	3 <sup>rd</sup> Year	\$16.76	17.09	17.43	17.78	18.14	
2.	Carpenter Assistant	7/1/07 (3.5%)	7/1/08 (2%)	1/1/09 (2%)	7/1/09# (2%)	1/1/10# (2%)	
	1 <sup>st</sup> Year	\$17.10	17.44	17.79	18.14	18.51	
	2 <sup>nd</sup> Year	\$17.36	17.70	18.06	18.42	18.79	
	3 <sup>rd</sup> Year	\$17.86	18.22	18.59	18.96	19.34	
3.	Maintenance Carpenter	7/1/07 (3.5%)	7/1/08 (2%)	1/1/09 (2%)	7/1/09# (2%)	1/1/10# (2%)	
	1 <sup>st</sup> Year	\$17.55	17.90	18.26	18.63	19.00	
	2 <sup>nd</sup> Year	\$17.99	18.35	18.72	19.09	19.47	
	3 <sup>rd</sup> Year	\$18.62	18.99	19.37	19.76	20.15	
4.	Licensed Maintenance Employees (Plumber & Electrician)	7/1/07 (3.5%)	7/1/08 (2%)	1/1/09 (2%)	7/1/09# (2%)	1/1/10# (2%)	
	1 <sup>st</sup> Year	\$18.81	19.19	19.57	19.96	20.36	
	2 <sup>nd</sup> Year	\$19.24	19.63	20.02	20.42	20.83	
	3 <sup>rd</sup> Year	\$19.87	20.27	20.67	21.09	21.51	
5.	Custodian	7/1/07 (3.5%)	7/1/08 (2%)	1/1/09 (2%)	7/1/09# (2%)	1/1/10# (2%)	
	1 <sup>st</sup> Year	\$15.28	15.58	15.89	16.21	16.54	
	2 <sup>nd</sup> Year	\$15.53	15.84	16.16	16.48	16.81	
	3 <sup>rd</sup> Year	\$16.05	16.37	16.70	17.04	17.38	
6.	Building Secretary	7/1/07 (3.5%)	7/1/08 (2%)	1/1/09 (2%)	7/1/09# (2%)	1/1/10# (2%)	
	1 <sup>st</sup> Year	\$15.12	15.42	15.73	16.05	16.37	
	2 <sup>nd</sup> Year	\$15.44	15.75	16.07	16.39	16.72	
	3 <sup>rd</sup> Year	\$15.84	16.16	16.48	16.81	17.15	
7.	Teacher Assistants	7/1/07 (3.25%)	1/1/08 (3.25%)	7/1/08 (2%)	1/1/09 (2%)	7/1/09# (2%)	1/1/10# (2%)
	1 <sup>st</sup> Year	\$14.19	14.65	14.94	15.24	15.54	15.86
	2 <sup>nd</sup> Year	\$14.49	14.96	15.26	15.56	15.87	16.19

3<sup>rd</sup> Year \$14.76 15.24 15.55 15.86 16.18 16.50

8.	Admin. Secretaries	7/1/07 (3.5%)	7/1/08 (2%)	1/1/09 (2%)	7/1/09# (2%)	1/1/10# (2%)
	1 <sup>st</sup> Year	\$18.80	19.17	19.55	19.95	20.34
	2 <sup>nd</sup> Year	\$19.30	19.69	20.08	20.48	20.89
	3 <sup>rd</sup> Year	\$19.80	20.20	20.60	21.01	21.43
9.	Accountant Specialist	7/1/07 (3.5%)	7/1/08 (2%)	1/1/09 (2%)	7/1/09# (2%)	1/1/10# (2%)
		\$21.21	21.63	22.06	22.50	22.96
10.	Payroll Clerk	7/1/07 (3.5%)	7/1/08 (2%)	1/1/09 (2%)	7/1/09# (2%)	1/1/10# (2%)
		\$20.60	21.01	21.43	21.86	22.29
11.	Head Custodian H.S.	7/1/07 (3.5%)	7/1/08 (2%)	1/1/09 (2%)	7/1/09# (2%)	1/1/10# (2%)
		\$17.43	17.78	18.13	18.50	18.87
12.	Head Custodian Mid. Sch.	7/1/07 (3.5%)	7/1/08 (2%)	1/1/09 (2%)	7/1/09# (2%)	1/1/10# (2%)
		\$16.67	17.01	17.35	17.69	18.05
13.	Head Custodian Elem.	7/1/07 (3.5%)	7/1/08 (2%)	1/1/09 (2%)	7/1/09# (2%)	1/1/10# (2%)
		\$16.37	16.70	17.04	17.38	17.72
14.	*Pool Manager	7/1/07 (3.5%)	7/1/08 (2%)	1/1/09 (2%)	7/1/09# (2%)	1/1/10# (2%)
		\$48,088	49,050	50,031	51,032	52,052

\*Salary shall continue until separation of incumbent, thereafter salary shall be as follows:

		7/1/07 (3.5%)	7/1/08 (2%)	1/1/09 (2%)	7/1/09# (2%)	1/1/10# (2%)
Pool Manager	1 <sup>st</sup> Year	\$29,836	30,433	31,041	31,662	32,295
	2 <sup>nd</sup> Year	\$30,409	31,017	31,638	32,271	32,916
	3 <sup>rd</sup> Year	\$30,983	31,602	32,234	32,879	33,537
	4 <sup>th</sup> Year	\$31,557	32,188	32,832	33,489	34,158
	5 <sup>th</sup> Year	\$32,361	33,009	33,669	34,342	35,029

15. Bonus/Longevity

All employees covered by this Agreement shall, after five (5) consecutive years of service, receive a bonus/longevity, based upon the following formula: \$1.00 X the number of years of service X the number of weeks worked. The bonus/longevity payment shall

be made in one payment separate from wages, no later than December 15 of each year.

---

16.	Differential- Clerical Assistants	\$0.28	\$0.28	\$0.28
17.	Differential – Second Shift	\$0.25	\$0.25	\$0.25

---

# Notwithstanding the wage settlements for 7/1/09 and 1/1/10 above, the Union may elect, at its sole discretion, to request negotiations over wages only for the period July 1, 2009 through June 30, 2010. Said notice shall be provided, in writing, to the Committee not later than sixty (60) days prior to July 1, 2009. The parties agree that under no circumstances will said negotiations result in wage increases of less than two percent (2%) across-the-board effective July 1, 2009, and two percent (2%) across-the-board effective January 1, 2010.

**#1 Memorandum of Agreement by and between the  
Cumberland School Committee  
and the  
Independent Cumberland School Employees/NEARI**

1. It is specifically understood that the Accounting Specialist and the Payroll Clerk shall receive the same contractual benefits as the Administrative Secretaries.
2. The following building secretaries will be paid for five (5) additional vacation days in the final year of their employment with the school department prior to their separation at the rate of pay they are making at the time of their separation, as long as they remain in a building secretary position:

Laurie Skurka  
Diane Martin  
Rosemary Teixeira

Lorraine Ribeiro  
Karen Egan  
Audrey Geary

Elizabeth Mageau  
Debbie Bessette

**#2 Memorandum of Agreement by and between the  
Cumberland School Committee  
and the  
Independent Cumberland School Employees/NEARI**

Administrative Secretaries listed below shall be entitled to paid vacations according to the following schedule:

Jeannine Rue	Eloise Decesare	Denis Belleville
	After 1 year of service	2 weeks
	After 2 years of service	3 weeks
	After 5 years of service	4 weeks

**# 3 Memorandum of Agreement by and between the  
Cumberland School Committee  
and the  
Independent Cumberland School Employees/NEARI**

Administrative secretaries shall be deemed to be non-exempt employees relative to the Fair Labor Standards Act of 1938, as amended (52 Stat. 1060, as amended; 29 U.S.C 201-219 (FLSA)).  
Administrative secretaries shall have a thirty-five hour work week.

**#4 Memorandum of Agreement by and between the  
Cumberland School Committee  
and the  
Independent Cumberland School Employees/ NEARI**

Notwithstanding any provision of Article 8, to the contrary, the parties hereby agree as follows:

1. Effective upon ratification of the 2007 successor collective bargaining agreement, all vacant positions which are created or become available during the school year shall be posted and bid on consistent with the provisions outlined below.
  - a. All vacancies which become available during the school year shall be posted for a period of no less than two (2) weeks. The Committee agrees to post all vacant bargaining unit positions on Union bulletin boards throughout each school. Employees with recall rights or on leave shall receive the vacancy posting by mail, at their last known address, no less than two (2) weeks prior to the deadline to submit bids. During this posting period, any interested bargaining unit member may bid on the vacant position by submitting a letter to the Human Resources Department indicating their interest in the position. Following the completion of the two (2) week posting period, but prior to the selection of the successful candidate, the Employer shall notify the Union President, in writing, of all interested bidders for the vacant position.
  - b. Vacant positions that are created or become available following the completion of the School Year shall be bid on at the Summer Job Pool each year. It is agreed that the Summer Job Pool shall take place following the CTA Summer Job Pool at a mutually agreeable time and location during the third week of August each year.
2. Displacement/bumping rights for displaced employees shall continue to be exercised on a quarterly basis, through a job pool, as set forth in Article 8.1(1).
3. The parties agree that any provision of Article 8 which is not in specific conflict to provisions set forth herein shall remain in full force and effect and apply to the within vacancy-filling procedures.
4. Following the completion of the 2008 Summer Job Pool, the parties agree to meet to discuss the appropriateness of the vacancy-filling and bumping processes outlined herein. Upon mutual agreement, the parties may agree to revert back to the quarterly job pool process currently described within Article 8 and this Memorandum shall cease to be operative. If both parties do not agree to revert back to the quarterly job pool procedure to address both vacancy-filling and displacements/bumping, then the parties agree to revise Article 8 to reflect the changes set forth above.

## **#5 MEMORANDUM OF AGREEMENT**

### **DRESS CODE STUDY GROUP**

The undersigned hereby agree to form a study group to discuss the possibility of creating a mutually agreeable dress code for School Department employees. This Agreement is conditioned upon the participation of the Cumberland Teachers Association/ NEARI ("CTA") in the above-described discussions. Should CTA refuse to participate in such discussions, the within Agreement shall become null and void.

## **#6 MEMORANDUM OF AGREEMENT**

Teacher Assistant Scheduling. In recognition of the issues presented during negotiations relative to the serious concerns raised about Teacher Assistant assignments/scheduling during the 2006-07 School Year, the parties agree as follows:

1. The Union shall be notified as soon as is practicable prior to the Summer Job Pool each year of the proposed scheduling of Teacher Assistant positions for the upcoming School Year.
2. It is specifically understood that the scheduling of Teacher Assistant positions shall recognize the importance of continuity and minimization of overall transition (i.e., between areas of differing academic instruction and physical locations within the middle and high school buildings). Nothing herein shall prohibit a Teacher Assistant from providing input to the Principal with regard to appropriate position scheduling.
3. Following the completion of the pending program evaluation of Special Education programs in the Cumberland Public Schools, the Department agrees to meet with the Union to discuss the findings of the program evaluation and any impact that the program evaluation may have upon the terms and conditions of employment of the Union's Members. To the extent that schedule/assignment change is determined necessary based upon the program evaluation, a Job Pool shall be held at a mutually agreeable time prior to the effectuation of any changes for the purpose of allowing Members to: (a) exercise their bumping rights; and (b) re-bid, based on seniority, on any newly designed positions. Any changes that take place shall continue to adhere to the basic principles of continuity and minimizing transition.

## **#7 MEMORANDUM OF AGREEMENT**

In the event that a program is instituted that provides for an early retirement incentive for members of the Cumberland Teachers Association/ NEARI, the members of the ICSE bargaining unit will be offered comparable benefits.