

AGREEMENT

R.I. COUNCIL 94, AFSCME, AFL-CIO

LOCAL581

AND

THE BRISTOL WARREN REGIONAL
SCHOOL COMMITTEE

July 1 2024- June 30 2027

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ARTICLE 1.

AGREEMENT

1.1 This Agreement is made and hereby entered into the first day of July 2024 by and between Rhode Island Council 94, AFSCME, AFL-CIO on behalf of Local 581 (hereinafter referred to as the "Union" or "employee" or "grievant," or "member") and the Bristol Warren Regional School Committee (hereinafter referred to as "Employer" or "School Committee" or "School District" or "School Department"). Although the contract is signed in 2025, it is retroactive to July 1, 2024.

ARTICLE 2.

PURPOSE

2.1 It is the purpose of this agreement to promote harmonious relations between the Union and the employees in the bargaining unit of the School Committee.

ARTICLE 3.

RECOGNITION

3.1 The Employer recognizes the Union as the sole and exclusive bargaining Agent for all non-certified employees of the Bristol Warren Regional School District for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment as certified by the State of Rhode Island, State Labor Board on February 23, 1994, in Case No. EE-3509.

ARTICLE 4.

NO DISCRIMINATION

4.1 The Employer and the Union agree not to discriminate against any member of the bargaining unit covered by this Agreement because of race, religion, creed, color, sex, gender, age, physical handicap, sexual orientation, and marital status, country of ancestral origin, political beliefs or affiliations and or membership in any organization. The Employer and the Union agree not to discriminate against any member of the bargaining unit for any reason covered by law.

4.2 The Employer and the Union agree not to discriminate against, intimidate or coerce any employee in exercising his or her right to bargain collectively through the Union or on account of his or her membership or non-membership in the Union or on account of his or her activities on behalf of the Union.

4.3 It is the intent of the Employer and Union to be in full compliance with all federal and state anti-discrimination laws.

ARTICLE 5.

UNION SECURITY AND DUES DEDUCTION

5.1 The Employer agrees to deduct Union Dues from each member of the bargaining unit if an employee elects by payroll deduction in an amount established by the Union. Such dues or fees shall be deducted in equal amounts each payroll period.

5.2 The Union agrees to notify the Employer at least thirty (30) days in advance of any changes in the amount to be deducted.

All bargaining unit employees who elect to join the Union will do so by signing a dues authorization card. Human Resources will receive a copy of the card within 30 days of signature.

5.3 The Employer will forward all Union dues and any employee authorized agency fee deductions to Council 94 no less frequently than every thirty (30) days.

5.4 In the event that the dues collection/service fee collection as outlined in this Agreement is invalidated by a Legislative Act or a decision of a court of competent jurisdiction, the parties agree to discuss and bargain on a new system of dues/service fee collection within 30 days of such act/decision.

5.5 The Employer shall give written notice of all new bargaining unit employees to the President of the Union no later than five (5) days following the employee's start date. Notice shall include the employee's name, address, date of hire, classification, and work location. The Union president (or designee) shall be afforded the right to meet with new members.

ARTICLE 6.

GRIEVANCE PROCEDURE

6.1 A grievance shall be defined as a difference or dispute between an employee or defined group of employees and the Employer regarding whether there has been a violation, misinterpretation or misapplication of any of the provisions of this Agreement.

6.2 The grievance procedure shall be as follows:

Step 1. The Union or employees shall have five (5) working days exclusive of holidays and vacations from the time the issue which gave rise to the grievance was known or should have been known to file the grievance. The grievance shall be presented in writing to the employee's immediate supervisor. The supervisor shall meet with the Union and the employee involved within five (5) working days of having received the grievance. The immediate supervisor shall render a decision in writing within five (5) working days of the hearing.

Step 2. In the event the grievance is not settled at Step 1, the Union shall advance the grievance to the Superintendent of Schools within five (5) working days of the Step 1 decision.

The Superintendent or designee shall meet with the Union within five (5) working days from the date he or she received the grievance. The Superintendent or designee shall render a written decision within five (5) working days from the day of the hearing.

Step 3. In the event the grievance is not settled at Step 2, the Union shall advance the grievance to the School Committee within five (5) working days of receiving the Step 2 decision. The School Committee shall hear the grievance no later than the following regularly scheduled meeting and render its decision, within ten (10) working days after the hearing.

Step 4. In the event the grievance is not settled at Step 3, the Union shall have the right to advance the grievance to Arbitration. The Union shall have thirty (30) calendar days from the date that the School Committee's decision is due to notify the School Committee of its intention to arbitrate a grievance. The Union shall notify the School Committee in writing by certified mail, return receipt requested. The Union and School Committee shall attempt to mutually agree on the selection of an arbitrator within ten (10) days of notification. In the event the parties are unable to agree on an arbitrator within the ten (10) days, then the Union shall submit the grievance to the American Arbitration Association or another method as mutually agreed upon by both parties.

6.3 The decision of the arbitrator shall be final and binding upon the parties. The expenses of the arbitrator shall be divided equally between the parties.

6.4 Employees involved in grievances shall be released from work if necessary to attend any meetings with the School Committee or its representatives. An employee's supervisor shall allow the employee to make up the time, without loss of pay. It is the intent of the parties that attendance at grievance meetings shall not result in overtime or a disruption in services and that the employee's required work will be performed.

6.5 The Union may initiate Class Action grievances at Step 2 of the grievance procedure. However, all grievances shall name each member of the class directly affected. Omission of any grievant shall not be prejudicial.

6.6 Only designated Union Grievance Committee representatives, including the grievant's Union Attorney or Staff Representative, shall be allowed to attend grievance hearings in addition to the employee or employees involved.

ARTICLE 7.

UNION ACTIVITIES

7.1 The Union shall notify the Employer in writing of Union officers and other Union Representatives and of any changes in the same.

7.2 The Employer agrees to provide Bulletin Board space for official Union notices to be posted.

7.3 Union officers or others so designated by the Union shall be excused from work without

loss of pay to attend grievance hearings, investigate grievances, attend negotiating meetings, and to attend Labor/Management meetings or any other official meetings where attendance is necessary. This excusal shall not exceed three (3) hours per week.

7.4 The Local Union President shall be provided a copy of the agenda published by the School Committee for every regular or special School Committee meeting.

7.5 The School Committee agrees to allow the Union the use of school facilities for Union meetings without cost or charge to the Union or School Committee. The Union will utilize the Facilities Request system and abide by the School Committee policy.

7.6 Two Union Representatives shall be allowed leave with pay to attend Union conferences. Such combined leave shall not exceed three (3) days each school year.

7.7 The Employer shall permit the Union to use the regular office mail run for Union business.

7.8 In the event a Union Officer works the second shift, upon giving sufficient notice to the School Department, his or her work schedule shall be adjusted to permit the employee to attend negotiations or Union meetings. The employee shall be allowed to finish work without loss of pay or additional cost to the School Committee. In all such cases, coverage shall be provided to insure that all buildings are attended to and such coverage shall be without further cost to the School Committee.

ARTICLE 8.

SENIORITY

8.1 Seniority shall commence after successful completion of probation and shall be retroactive to date of hire as set forth below.

8.2 Seniority shall be defined as the total length of continuous work employment with the Bristol Warren Regional School District in any position covered by this Agreement. Current employees shall have the total length of back-to-back continuous employment in any position covered by a prior Collective Bargaining Agreement for non-certified employees in the former Bristol or Warren School Districts added to time worked in the Bristol Warren Regional School District, and this combined time shall be the total amount of an employee's seniority.

8.3 Tie breaking shall be by lottery if necessary.

8.4 Substitute and non-bargaining unit, employment shall not be counted for seniority purposes.

8.5 Seniority lists shall be maintained system-wide by start date as a permanent employee.

8.6 The initial seniority list shall be agreed to by the Union President and the Superintendent and shall be final and binding

ARTICLE 9.

VACANCIES AND POSTINGS: *TRANSFER AND ASSIGNMENT*

It is the goal of Council 94, BWRSC and BWRSD administration to ensure the selection, hiring, and assignment of highly qualified and effective staff members who best meet the needs of the students. The above mentioned parties acknowledge the following factors are important indicators for a successful transfer and assignment to a new assignment:

- Alignment to the position through criteria listed below
- Demonstrated evidence of meeting or exceeding the standards evaluation rating
- District experience
- Clear expectation of school culture

9.1 All permanent vacancies and new permanent positions in any job covered by this Agreement shall be posted for a period of five (5) working days on an online hiring system. The posting will contain the hours of work and job description of the position. It shall be the responsibility of the employee to review postings throughout the calendar year. All postings will be emailed to the union president and vice president if posted during recess and summer months when school is not in session. Job fair shall be held exclusively in August and January.

9.2 Voluntary Transfer and Assignment Protocol: Whenever a permanent vacancy or new permanent position is posted, employees shall be allowed to apply for such vacancy or new position. For new positions and promotions the position shall be offered to the most qualified applicant.

9.3 For all other positions, employees shall be offered to the most senior bidding/applying for the position subject to the minimum qualifications. Job levels shall be determined by the attached Appendix "B".

9.4 For permanent vacancies BWRSD shall have one (1) month to post and one month to fill positions, with the exception of Special Education RBT Teacher Assistant positions, Administration has six (6) months to post and fill.

9.5 Whenever possible, the principal will place current building personnel in specific assignments prior to the Transfer and Assignment process and the job posted will be the job available.

9.6 RBT teacher assistants with Special Education assignments, with the exception of those bidding into a 10 or 12-month position, may not bid or bump to a new position or vacancy which occurs after November 1. After November 1, new positions or open positions will be filled by a substitute and posted at the end of the school year.

9.7 After November 1, a RBT teacher assistant whose special education assignment leaves the district may bump a substitute or, if no spot is available, bump the lowest in their category.

9.8 The Administration has the sole discretion to temporarily move RBT Teacher Assistants to any assignment within the building based upon need, including but not limited to absence, classroom coverage, student needs, building needs, etc. If the need is based upon a properly reported absence, the Administration shall attempt to secure a substitute prior to moving a RBT Teacher Assistant.

ARTICLE 10.

LAYOFF AND DISPLACEMENT

10.1 In the event of a layoff, employees may exercise their Seniority by bumping the least senior employee in their classification on any shift if no other position is available provided the employee is qualified to do the job. The employee who is unable to bump will be laid off and placed on the recall list.

10.1 (a) Employees who are displaced will have the right to bump using the same method as laid off employees.

10.2 Employees shall have a thirty-day notice of a layoff, except for an emergency. Union leadership shall be notified prior to notice to the affected members.

10.3 Employees who are laid off shall be placed on a recall list for twenty-four (24) months.

10.4 No new employees in the classification shall be hired until all employees in the classification on the recall list have been recalled or offered a position. Employees being recalled shall be given a minimum of seven (7) days' notice.

10.5 Those on the recall list are responsible for keeping their email and mailing information current.

ARTICLE 11.

PROBATIONARY PERIOD

11.1 All newly hired employees shall serve a 180-workday probationary period. At the end of this time, seniority shall commence and shall be retroactive to the employee's first day of work, provided the employee has been successfully evaluated and permanently hired.

11.2 Newly appointed probationary employees may not bid on vacancies during their probationary period. .

ARTICLE 12.

DISCIPLINARY ACTION

12.1 Disciplinary action shall be only for reasonable cause. If the employer 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. Minor infractions shall be privately brought to the respective employee. If disciplinary action or suspension or discharge is under consideration, the employer shall meet with the employee and local Union officers in a prompt manner unless an emergency exists.

12.2 The employee and the Union shall be given written notice of any disciplinary action listed below. Additionally, progressive disciplinary action shall be as follows if time and the nature of the event allow:

- Oral reprimand
- Written reprimand
- Suspension
- Discharge

12.3 After a period of three (3) years, if no further disciplinary actions have occurred, the employee has the right to a hearing with the Superintendent or designee and the Council 94 President or designee requesting that all reprimands be reviewed and possibly expunged from his/her record. The Superintendent's decision is final and his/her decision will not be grieved.

ARTICLE 13.

PERSONNEL FILES

13.1 A Council 94 member may review his/her file at any time on reasonable notice and may submit additional letters or documents that he or she wishes kept in his or her file. The Superintendent shall determine whether such letters or documents shall or shall not be included in said file.

13.2 No material will be placed in his or her personnel file unless the member has had an opportunity to review such material and to affix his or her signature to the form attached. The form affords the member the opportunity to approve, disapprove, and/or comment on said material. Such signature merely signifies that the member has read the material to be filed; it does not indicate agreement with its content. This shall not apply to materials placed in the file in the ordinary course of business related to payroll, contractual or legally mandated time off, healthcare, etc.

13.3 A member shall be permitted to reproduce material in his/her official file other than confidential or privileged material at cost.

13.4 No material concerning any member shall be kept in any permanent official file other

than the member's official file. Should an administrator or a teacher maintain an unofficial file on a member, that file shall be destroyed upon the transfer, resignation or death of the administrator, teacher, or the member.

13.5 Principals may keep any material pertaining to members in their respective building, in an informal file provided the following conditions are met:

13.5.(a) Any material going into such file must be immediately brought to the member's attention.

13.5.(b) At the end of one calendar year, the Principal must either destroy the material or refer it to the Superintendent's Office for inclusion in the member's official file.

13.5.(c) If the Principal decides to have the material included in a member's official file, he or she must first notify said member that the material is going to be sent to the Superintendent's Office.

13.6 When a member is notified that any material is to be placed in his or her official file, he or she may attach any contents he or she feels necessary and/or he or she may grieve if he or she feels that the material should not be made part of his or her file.

ARTICLE 14.

HOLIDAYS

14.1 All employees shall receive the following holidays with straight time:

Labor Day	Martin Luther King, Jr. Day
Columbus Day	President's Day
Veteran's Day	Good Friday
Thanksgiving Day	Memorial Day
Thanksgiving Friday	Juneteenth
Christmas Eve	½ Day Independence Day Eve
Christmas Day	Independence Day
New Year's Eve	Victory Day
New Year's Day	

14.2 Employees will be paid for every holiday that falls into their regular scheduled work year.

Ten-month employees will not be paid for 1/2 day Independence Day Eve, Independence Day, Victory Day or for Labor Day, unless school begins before Labor Day. In the event a 10-month employee works beyond ten (10) months he or she will receive holiday pay if a holiday falls during the extended work year.

14.3 Holidays shall fall on the official day set by the State of Rhode Island for its employees.

Whenever a holiday falls during a period of sick leave, employees shall receive holiday pay and the day shall not be charged to sick leave.

14.4 To receive a paid holiday, employees must work the workday before and workday after the holiday unless on excused leave.

14.5 In the event a court, legislative body or a tribunal of competent jurisdiction shall delete any holiday, as hereinabove set forth, the parties mutually agree to bargain regarding such deletion.

ARTICLE 15.

VACATIONS

15.1 All twelve (12)-month employees shall earn vacation with pay relative to their years of service as a twelve month employee and according to the following schedule:

- During the first year of service a 12-month employee shall receive 10 days of vacation, prorated until June 30th
- For 1-5 years of service, the employee on July 1 shall receive 10 days of vacation
- For 6-9 years of service, the employee on July 1, shall receive 15 days of vacation
- For 10 years+ of service, the employee on July 1, shall receive 20 days of vacation.
- If the employee leaves the District for any reason during the year, the employee's vacation for that year shall be prorated.

15.2 During the first year of service a 10-month employee shall earn five (5) days vacation time prorated to June 30. 10-month employees shall be allowed to take vacation days anytime during the normal student school year, with the consent of the supervisor.

15.2.(a) Any Bristol Warren Regional School District Council 94, 12-month employee hired before July 1, 2002, with 10 or more years of service with the district who moves to a 10 month position shall be allowed to carry 5 vacation days into his/her 10 month position for the first year only.

15.3 Twelve-month employees shall be allowed to use vacation days any time during the

school year with the prior approval of their supervisor and the needs of the school system. Requests shall to the extent possible be made by June for the following fiscal year. For vacation time of more than 5 days, a thirty (30) day notice is required. A three days notice is required for any standard vacation day unless there is an emergency. For vacation requests of more than 14 days, the request must be submitted in writing along with the reason for the request.

15.4 Twelve-month employees shall be allowed to carry over a maximum of five (5) vacation days from one year to the next in a non-cumulative manner.

15.5 Seniority shall govern in the choice of vacation preference to the extent possible.

15.6 No current twelve-month employees or ten-month secretaries shall have their present vacation reduced, but future vacation shall be according to this schedule.

ARTICLE 16.

SICK LEAVE

16.1 Annual earned sick leave for employees shall be:

12-month employees: 18 days cumulative per contract year

10-month employees: 15 days cumulative per contract year

180-day employees: 12 days cumulative per contract year

16.2 There will be no limit on the amount of days accrued, however pay out at retirement will be at the CAPS listed below:

12-month employees: 145 days

10-month employees: 130 days

180-day employees: 125 days

16.3 An employee immediately retiring into the State Retirement System having worked ten (10) consecutive years for the Bristol Warren Regional School District and/or its predecessors shall be entitled to receive severance pay according to the following rate schedule:

Over 10 Years of Service: \$40.00/day
Over 15 Years of Service: \$45.00/day
Over 20 Years of Service; \$50.00/day
Over 25 Years of Service: \$55.00/day
Over 30 Years of Service: \$60.00/day

16.4 In the event of illness in the immediate family, an employee shall be allowed to take accumulated sick leave. The employee shall be also covered as required by state and federal law. For the purposes of the section, immediate family shall include spouse, parent, child or parent-in-law or significant other.

16.5 In the event an employee is on sick leave for three (3) or more consecutive working days the Employer may request a physician's note or exam by a School Department doctor or other satisfactory evidence in support of such sick leave as acceptable to the School Department.

ARTICLE 17.

PERSONAL DAYS

17.1 Earned annual personal days shall be granted, and not to exceed three (3) days per year for personal business that cannot be conducted at any other time. The Employee shall notify the School Department through the absence management system of the date of the intended personal day. Leave under this section shall not be taken immediately prior to, or following, vacations, or holidays, except with the approval of the Superintendent.

17.2 If said three (3) personal days are not used they shall be accumulated as sick days.

ARTICLE 18.

MATERNITY/PARENTAL LEAVE

18.1 Employees shall be granted maternity/parental leave of up to one (1) year without pay, but will receive thirteen (13) weeks of continued medical and dental benefits. Said medical and dental benefits shall be paid on a monthly basis by the School Department. During this period, unless otherwise specified by State or Federal law, the employee will still be responsible for his/her normal cost share/contribution. An Employee also has the option of using accrued sick leave during the time when he/she is physically unable to perform his/her duties.

18.2 An employee shall notify the Superintendent in writing of his or her intention to return on or before one (1) year from date that such leave without pay began or his or her contract will be considered terminated at that time. If the position of the employee on leave is filled, it shall be by a substitute in order to protect the right of return to the position by the person on leave.

18.3 Should the employee decide to use sick leave, the employee must present a doctor's certificate to the Superintendent stating the approximate duration of such sick leave. Said employee will be required to return to work after the end of this period, unless it should be deemed medically inadvisable by the employee's physician in writing. At that time, the Superintendent or designee will grant the employee a necessary extension up to the limits of the employee's sick leave. Any leave beyond the limits of the employee's sick leave may be given without pay upon presentation of a written request of the employee's physician; however, the Superintendent reserves the right to have said employee examined by a physician of her choice at no cost to the employee.

18.4 All state or federal leave laws shall govern in the event of a conflict.

ARTICLE 19.

JURY DUTY

19.1 Employees who work 1st shift shall be granted required time for jury duty. Employees, who begin work after 2:30, shall be granted 3 hours for required jury duty. Employees, who are assigned to a case, shall be granted a leave for the assigned days. All employees, who are granted leave for jury duty, shall receive that portion of their salary together with jury duty pay to equal their total salary.

ARTICLE 20.

BEREAVEMENT LEAVE

20.1 Employees are to be allowed up to a maximum of 10 days leave for the death of a spouse/partner or child. Employees are to be allowed up to a maximum of five (5) consecutive calendar days leave, with pay, without administration approval, exclusive of weekends and National holidays, for deaths of: parents, father-in-law, mother-in-law, step-children, step-parents, brother-in-law, sister-in-law, son-in-law, daughter-in-law, nieces and nephews, grandparents, grandchildren, siblings, foster parents, foster children, former guardians, and any other members of the same household. The relationship/name of the deceased must be listed in the absence management system.

20.2 In the case of the death of other relatives not covered by the other classes in this Article, the employee will be allowed up to a maximum of one (1) days leave with pay, without administration approval.

20.3 Bereavement leave shall begin immediately following the date of death, not to exceed the allowable days, except in the event that the services are to be delayed, then approval may be sought to delay the leave.

ARTICLE 21.

LEAVE WITHOUT PAY

21.1 Military leave will be granted, without pay, to any employee who is inducted in the active military services of the United States in accordance with Federal Guidelines.

21.1.(a) A military leave of up to fifteen (15) calendar days in any calendar year with equalization of pay or other benefits will be granted to any employee who is a member of the National Guard or any other component of the military forces of the state or reserve forces of the United States and who is engaged with such organization or component in training or active service ordered by proper authority pursuant to law.

21.2 Leave without pay and benefits shall be granted to any employee who requests such leave for a minimum period of thirty (30) days, up to one (1) year. Superintendent's approval is required.

21.3 Requests for periods of less than thirty (30) days may be granted with the permission of the Superintendent. Any such requests for leave with regard to medical emergencies for the employee or immediate family member shall be given special preference. Upon expiration of any such leave, the employee shall be returned to the position held prior to such leave. Failure to return from leave shall be treated as an automatic resignation.

21.4 If the position of the employee on leave is filled, it shall be by a substitute in order to protect the right of return to the position by the person on leave.

21.5 This leave may not be taken to try out another job. If the employee takes another job, it shall be treated as an automatic resignation.

21.6 No seniority and no leave will accrue during leaves without pay that occur within year two in

a continuous twenty-four (24) month period, including leaves solely based on the Family Medical Leave Act (FMLA). The parties acknowledge that this is consistent with previously issued U.S. Dept. of Labor guidance. Nothing in this article shall be construed so as to prevent compliance with any obligation imposed by any state or federal statute.

ARTICLE 22.

MEDICAL, DENTAL AND LIFE INSURANCE

22. Medical, Dental, and Life Insurance:

Health Insurance and dental plan details for family or individual plans will be provided on an annual basis.

22 (a) Health Insurance

Standard Plan: The Committee shall provide a High Deductible Plan with Health Savings Account (hereafter, the HDHP) which shall be the standard plan.

- Deductible of \$4,000 for family plan and Deductible of \$2,000 for Individual
- Unless an individual is legally unable to participate in the HDHP, all members receiving healthcare insurance shall be required to Participate in the standard plan.

Employer HSA Contributions:

- If an employee on a family plan contributes \$3,000 to their HSA between January 1 & December 31st, the district will contribute \$1,000 to their HSA in the following year.
- If an employee on an individual plan contributes \$1,625 to their HSA between January 1 & December 31st, the district will contribute \$375 to their HSA in the following year.

Alternative Plans: In addition the Committee shall maintain the following alternative plans, employees will pay the difference in cost.

- Preferred Provider Organization Plan
- Indemnity Plan

- Point of Service Model

Employee annual Premium Co-share:

- HDHP : 5% of Premium
- Alternative Plans: 25% of Premium

22 (b) Dental Insurance:

All employees shall, at their election, receive dental coverage of the same level which was offered to employees covered by this agreement during the 2008-2009 contract year or a substantially equivalent.

- Employee annual Premium Co-share:

Dental: 13% of Premium

Retirees shall have no dental insurance.

22 (c). BuyBack:

Buyback is only available to employees that were participating as of 3/11/2015. Employees who were not taking a buyback as of 3/11/15 and any new or subsequent hires are not eligible for the buyback.

- Medical Insurance: \$2,200
- Dental Insurance: \$135

22 (d) Life Insurance:

All active employees shall receive a term life insurance policy paid for by the Employer.

Workers' compensation employees are also covered. Retirees shall receive no life insurance.

\$40,000

ARTICLE 23.

WORKERS' COMPENSATION

23.1 All employees covered by this Agreement shall be covered by workers' compensation for all job-related injuries.

23.2 Employees on workers' compensation shall not earn sick days, personal days or vacation days.

23.3 Whenever a Council 94 employee is absent from work because of total incapacity to perform his or her usual duties due to assault, and /or battery, and/ or any injury which arose out of, and in the course of his or her employment, he or she will be paid his or her full salary (less the amount of any Workman's Compensation benefits for such incapacity) for the period of such absences up to one (1) year from the date of such injury and no part of such absence will be charged to his or her annual or accumulated sick leave. The Superintendent or designee shall have the right to require the employee to be examined at any time by a physician designated by it, and the opinion of such a physical shall be conclusive as to continued eligibility of payment. After said year, salary will be discontinued; however, workers' compensation will continue as long as the employee is determined eligible by the Workers' Compensation Commission.

ARTICLE 24.

TEMPORARY DISABILITY INSURANCE

24.1 All eligible employees covered by this Agreement shall be entitled to the provisions of the Temporally Disability Insurance Act, provided the employee exclusively pays for coverage by payroll deduction.

ARTICLE 25.

HEALTH AND SAFETY

25.1 The School Committee shall make every reasonable effort to provide and maintain safe working conditions relating to the health and safety of employees.

25.2 The immediate supervisor shall be given prompt notice by employees of any unsafe conditions.

25.3 The employer, employees and the Union shall comply with the requirements of OSHA and cooperate in making timely corrections and repairs.

25.4 C94 will appoint a minimum of 2 members to the District Health and Safety Committee.

ARTICLE 26.

UNIFORMS AND PROTECTIVE CLOTHING

26.1 If any employee is required to wear a uniform, protective clothing, back support or any type of protective device as a condition of employment, such uniform, protective clothing, back support or protective device shall be paid for or furnished to the employee by the Employer. An employee shall maintain the same. The School Department will be responsible for replacement due to fair wear and tear when necessary.

26.2 The Employer shall purchase foul weather gear (clothing) for outside workers. This equipment shall remain in the schools and is the property of the Employer.

26.3 Employees shall maintain and pay for all licenses issued by the State of Rhode Island.

26.4 If employees doing lifting are requested to wear back supports and such supports are provided by the Employer, they are required to wear such supports.

26.5 Employees may be granted a clothing damage allowance up to \$100.00 maximum per year, per person subject to reporting damage and providing a receipt for reimbursement.

ARTICLE 27.

LABOR MANAGEMENT COMMITTEE

27.1 The Union President, or designee, and the Superintendent, or designee will mutually agree to a time, location and the personnel needed in an attempt to resolve differences or any other issues deemed applicable.

ARTICLE 28.

INCLEMENT WEATHER

28.1 When school sessions are canceled because of inclement weather or another emergency, 10-month employees who are not required to report to work shall have no loss of pay but must make up the day's work.

28.2 When school sessions are canceled there will be work for all 52-week personnel unless excused specifically.

28.3 In the event of an early dismissal, employees may be dismissed with or without loss of pay at the Superintendent's discretion.

ARTICLE 29.

NON-BARGAINING UNIT WORK

29.1 Neither students nor other employees of the School Department shall perform work normally performed by the bargaining unit. However, upon approval from the Superintendent or designee and Council 94 president nothing herein shall prevent a parent and/or student volunteer project in the region and/or a student discipline work program.

ARTICLE 30.

PENSION

30.1 All employees covered by this Agreement shall participate in the Rhode Island Municipal Employees Retirement System.

30.2 The Employer will participate in the Plan B COLA provision of the Municipal Employees Retirement System.

ARTICLE 31.

WORKING IN A HIGHER CLASSIFICATION

31.1 Any employee covered by this contract that is assigned to and works in a higher pay classification in excess of two (2) hours on any work day shall be paid the hourly rate for the higher classification for the hours worked in the higher classification.

ARTICLE 32.

HOURS OF WORK

32.1 Work hours will be for secretaries and RBT teacher assistants, seven (7) consecutive hours per day and for custodians and maintenance, eight (8) consecutive hours per day as determined by the position. This time is not inclusive of lunch. Current shifts for maintenance personnel shall be from 6:30 AM to 3:00 PM. The regular work week shall be five (5) consecutive days, Monday through Friday. The employer shall determine when individual shifts shall begin and end. The employer shall not arbitrarily nor repeatedly change shifts. Employees shall not be allowed to take lunch periods at the beginning or end of their work day. 10 month secretaries shall work an additional (19) days. Five of those days are worked prior to the scheduled start of each school year and four days are worked after the last day of school. The remaining ten (10) days can be worked during the summer and other breaks with the approval of the school principal. The School District will adhere to Rhode Island Employment laws with regard to breaks (rest periods) for employees..

32.2 Any hours worked in excess of an employee's regular work day or regular work week shall be paid at the rate of time and one half.

32.3 Any hours worked on Sundays or Holidays shall be paid for at the rate of double time.

32.4 Overtime shall be by building first and then School District wide exclusive of maintenance employees.

32.5 (1) The overtime schedule will run from Monday through Sunday weekly and be posted on Mondays in a specified location to be determined by building and will be posted until 4:00 pm on Wednesday.

(2) Each week the list will be updated in ascending order from least to greatest

accumulated overtime hours. If an employee transfers from one building to another he/she shall assume an average of the accumulated hours of the other employees in that building.

(3) Accumulated hours will reset to 0 on July 1 of every year.

(4) In the event more than one employee has the same accumulated hours, they will be listed in order of seniority.

(5) Each overtime shift shall be a maximum of 8 hours and a minimum of 2 hours.

(6) If an employee declines overtime when their name comes up on the list they will be charged for the hours declined. When an employee is on leave or declines to work overtime, it shall be counted as time worked for rotation purposes.

(7) All overtime hours worked will be counted in an employee's accumulated total.

(8) Overtime will be offered to the employees in the school of occurrence first in the event no one picks up the assignment it will then be offered District wide. When offered District wide it will be assigned by C94 seniority. If no one volunteers for overtime hours to cover an employee's absence and there is no substitute available, the Director of Facilities will assign someone to work that shift based on reverse seniority.

32.6 A building check shall include in its rotation maintenance personnel.

ARTICLE 33.

CALLBACK

33.1 Any employee called back to emergency work after his or her work shift ends or is called back to work prior to the beginning of his or her work shift shall be paid a minimum of two (2) hours at the rate of time and one-half.

33.2 This provision does not apply to planned overtime.

33.3 For the purposes of snow removal only, a separate call-back list shall be maintained, including custodial and maintenance personnel. Such call-backs shall be in groups to facilitate the removal of snow from school buildings. The snow removal call-back list shall not be continued from year to year.

33.4 If an outside event is canceled and employee is not notified within twelve (12) hours of cancellation, employee shall be entitled to a minimum of 2 hours pay.

ARTICLE 34.

REGISTERED BEHAVIOR TECHNICIANS

34.1 All BWRSD teacher assistants are required to obtain the Registered Behavior Technician credential through participation in the training, completing competencies and passing the credentialing exam by June 30, 2026. If a teacher assistant already has a valid teaching certificate in the state of Rhode Island, then said teacher assistant shall be exempt from the RBT certification requirement. Teacher assistants may complete the training either in person or virtually as they deem. The District will survey the current membership on the desire to hold an in-person training and facilitate offering in-person training.

Teacher Assistants will be reimbursed by the district for the cost of the RBT course upon passing the credentialing exam and upon proof of payment for completion of the exam.

Reimbursement will be made through the established professional development budget for teacher assistants. Recommended on-line training is through the Florida Institute of Technology.

Once the teacher assistant obtains the RBT credential members are required to participate in supervision with Board Certified Behavior Analyst (BCBA) after school hours monthly. Time for supervision after school shall be compensated.

Although the District requires that all teacher assistants become RBTs by June 30, 2026, if an employee does not pass the RBT credentialing exam after three attempts, the District will offer coaching to the individual.

Any new employees who do not have the RBT Credential will have the equivalent of one year from employment to enroll and complete the course, however, enrolling in a RBT Credentialing course must occur within the first 6 months of employment

If a teacher assistant provides written notification by June 30, 2025 to the Superintendent of Schools, that they will be retiring by June 30, 2026 they will be exempt from the requirement to be credentialed as a Registered Behavior Technician. If the employee does not retire by June 30, 2026 they will be required to complete all Registered Behavior Technician credentialing requirements at their own expense.

Upon providing proof of payment within thirty (30) days for annual renewal, the district will reimburse the RBT teacher assistant for the annual renewal fee, currently thirty-five (\$35) dollars. If the RBT teacher assistant applies late, the District will not pay this fee and the RBT teacher assistant will be responsible for the entire cost of annual renewal, including any late fee.

ARTICLE 35.

SEVERABILITY

35.1 In the event any article, section or portion of this agreement is found to be invalid by a decision of a court of competent jurisdiction the remainder and unaffected articles, sections and portions of the agreement shall remain in full force and effect. Either party shall have the right to reopen negotiations solely with respect to a substitute for the affected article, section or portion of the agreement.

ARTICLE 36.

ALTERATION OF AGREEMENT

36.1 The parties agree that any alteration or modification of this agreement shall be binding upon the parties hereto only if executed in writing.

36.2 The waiver of any breach or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.

ARTICLE 37.

SUCCESSORSHIP CLAUSE

37.1 This Agreement shall be binding upon the parties hereto and their successors. In the event that the School District transfers or divides its operations or functions, the successors shall be bound to the extent permitted by law by the terms and conditions of this Agreement for the life hereof. The Employer shall give notice of the existence of this Agreement and this article to any successors.

ARTICLE 38.

NO STRIKE NO LOCKOUT

38.1 The Union shall not call, cause or sanction a strike or other job action, nor shall the Employer lock out employees during the tenor of this Agreement.

ARTICLE 39.

WAGES

39.1 A new employee hired between July 1 to December 31 shall be on the first step base rate until July 1, whereupon he/she moves up to the second step. An employee hired from January 1 to July 1 remains on the first step until he/she completes a full year to the following July 1 before he/she moves to the second step, with the exception that if the vacancy occurs between July 1 and December 31 and was not filled until after January 1, the vacancy times from date of occurrences to date of hire shall be counted toward step time.

39.2 Wage rates, steps earned by classification, longevity and night shift differential shall be as set forth in Appendix A of this Agreement.

ARTICLE 40.

PROFESSIONAL DEVELOPMENT

40.1 The School Department will provide professional development days to all employees aligned with District and State expectations of student proficiency and professional standards, in addition to an analysis of student needs. Said professional development will be up to a maximum of 2 (two) days.

40.2 All Teacher Assistants must take an initial/refresher restraint training and crisis intervention course on an annual basis to maintain current certification in physical restraint and crisis intervention. Said training shall be provided by the District.

40.3 All employees will be compensated at their regular rate of pay.

40.4 The School Department shall reimburse employees for approved job related courses taken at an accredited institution. The employees must receive a passing grade of C or better and the School Department shall reimburse employees for the cost of the course, registration fees and books upon furnishing evidence of satisfactory completion of the course. The School Department shall also reimburse employees who attend job related seminars or programs. The maximum amount that the School Department shall reimburse hereunder shall be \$10,000.00 per year for the entire bargaining unit and no more than \$400.00 per member per year will be allowed for this benefit. The benefit will be on a first come first serve basis and by rotation afterwards.

ARTICLE 41.

MANAGEMENT RIGHTS

41.1 The Union recognizes that the Employer retains the sole right to manage and take such actions as regards the statutory functioning of the school system regarding operations, schedules, rules, assignments and duties except as expressly modified by this Agreement.

41.2 The following confidential employees are excluded from the bargaining unit:

41.2 (a) Secretaries to the Superintendent, Assistant Superintendent,
Director of Curriculum/Grants, and Director of Administration and Finance.

ARTICLE 42.

MILEAGE REIMBURSEMENT

42.1 In accordance with District policy, employees filing monthly on a School Department form are to be reimbursed according to the federal mileage rate when they are required to travel and use their personal vehicle for regional business.

ARTICLE 43.

PART TIME EMPLOYEES

PROCEDURES & PRACTICES

43.1 Seniority for part-timers will only be for use among part timers. Part-timers will not accrue full-time seniority until they receive a full-time position. Once full-time, seniority for part-time employment will count towards full-time seniority. Total time with the Bristol Warren Regional School District for other purposes for part-timers will be date of hire.

43.2 (a) Full-timers can only be required to bump other full-time employees (Article 10, Section

10.1). They may volunteer to bump a part-timer or will be laid off if no other full-time options are available.

43.2 (b) All part-timers in classification will be laid off first before full-timers in the same classification. Part-timers can only bump part-timers in case of layoff.

43.3 Part-time employees will receive union wages for all hours worked for the Bristol Warren Regional School District.

43.4 Part-timers, if available, must be used before using temps to fill in for absent employees unless an all-day temp can be obtained.

43.5 Part-timers will receive pro rata benefits (sick time, personal leave, bereavement leave, holidays, and tuition reimbursement) based on posted work hours. Part-timers will receive additional pro rata benefits based on the number of hours worked over a ninety (90) calendar day review period if the employee equals or exceeds a twenty-five (25) hour average for that period.

43.6 There will be pro rata health benefits for those part-time employees based on posted work hours.

43.7 Part-timers will be allowed to bid on full-time positions if available - if no full-timer receives the bid position.

43.8 Summer bargaining unit work when needed will be offered to full-time employees first.

43.9 There will be no more than (16) part-time employees in total for the duration of the July 1, 2018- June 30, 2021 CBA, two (2) per year.

43.10 The Superintendent reserves the management right to create part-time teacher assistant positions for the purpose of supervision of student arrival, dismissal, lunch and recess. The creation of these part-time positions does not apply to maintenance, custodial and secretarial classifications. It is agreed that a part-time courier position will be in its own classification.

ARTICLE 44

DURATION OF CONTRACT

44.1 This Agreement shall become effective the first day of July, 2024 and shall remain in full force and effect until the thirtieth day of June, 2027.

44.2 This Agreement shall remain in full force and effect during the period of negotiations for a successor agreement.

In witness whereof the parties hereto have set their hands and seals effective the 25 day of August 2025.

FOR RI COUNCIL 94 AFSCME,
AFL-CIO LOCAL 581

 8/21/25

Attorney/Senior Staff Representative
RI Council 94, AFSCME, AFL-CIO

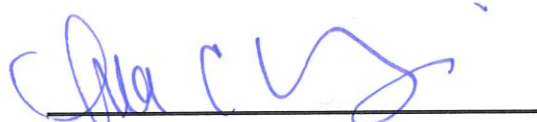
 8/21/25

President
RI Council 94, AFSCME, AFL-CIO

FOR THE BRISTOL WARREN
REGIONAL SCHOOL COMMITTEE



Adam McGovern
Chairperson



Ana Riley
Superintendent of Schools

 8/21/25
 8/21/25

APPENDIX A

Hourly Rate: For July 1, 2024 - June 30, 2025 there shall be a 1.5% increase in hourly rate. For July 1, 2025 - June 30, 2026 there shall be a 2.5% increase in hourly rate. For July 1, 2026 - June 30, 2027 there shall be a 2.0% increase in hourly rate.

	7/1/2024 – 6/30/2025	7/1/2025 - 6/30/2026	7/1/2026 - 6/30/2027
RBT Teacher Assistants			
Step 1	\$24.27	\$24.88	\$25.37
Step 2	\$24.76	\$25.37	\$25.88
Step 3	\$25.31	\$25.95	\$26.47
Step 4	\$25.71	\$26.35	\$26.88
Step 5	\$26.21	\$26.86	\$27.40
Custodians, Drivers, 10 & 12 month Secretaries (40 Hour/week)			
Step 1	\$24.27	\$24.88	\$25.37
Step 2	\$24.76	\$25.37	\$25.88
Step 3	\$25.31	\$25.95	\$26.47
Step 4	\$25.71	\$26.35	\$26.88
Step 5	\$26.21	\$26.86	\$27.40
Maintenance, Secretaries to: Middle & High School Principals, Dir. Of PPS, High School Guidance (12 month)			
Step 1	\$26.21	\$26.86	\$27.40
Step 2	\$26.69	\$27.36	\$27.91
Step 3	\$27.19	\$27.87	\$28.43
Step 4	\$27.64	\$28.33	\$28.90
Step 5	\$28.16	\$28.86	\$29.44
Clerk I			
Step 1	\$27.19	\$27.87	\$28.43
Step 2	\$27.65	\$28.34	\$28.91
Step 3	\$28.19	\$28.89	\$29.47
Step 4	\$28.62	\$29.34	\$29.93
Step 5	\$29.12	\$29.85	\$30.45
Clerk II			
Step 1	\$28.74	\$29.46	\$30.05
Step 2	\$29.20	\$29.93	\$30.53
Step 3	\$29.75	\$30.49	\$31.10
Step 4	\$30.19	\$30.94	\$31.56
Step 5	\$30.66	\$31.43	\$32.06

Longevity*

After 15 Years of Service.....\$.30/hr

After 20 Years of Service.....\$.40/hr

After 25 Years of Service.....\$.55/hr

*Annual Raise on 7/1 of each year

Shift Differential

Second Shift: \$.60/hour based on 8 hours per day for 180 days. The second shift differential shall be paid for all schooldays, in service days and conference days for those employees whose shift of eight continuous hours begins at 2 p.m. or later.

Journeyman/Master License

\$.60/hour - (It is understood that no one person shall receive more than one stipend regardless of number of licenses held.

APPENDIX B

Pursuant to Article 9 Vacancies and Postings 9.2 & 9.3

1. Custodians and Drivers
2. Secretaries (other than those enumerated below)
3. 12 month /Level II
Secretary to High School and Middle School Principals
High School and Middle School Guidance Secretary
4. Clerk I and II
5. Maintenance
6. Teacher Assistants (with Special Ed or with building assignment)
Category 6 can move to Category 1
Category 5 can move to Category 1
Category 3 can move to Categories 2 or 1
Category 4 can move to Categories 3, 2 or 1
Category 2 can move to Categories 6 or 1 if meet qualifications
Category 1 can move to category 6 if qualifications are met
Lateral moves within categories are permitted.

RI Council 94 AFSCME, AFL-CIO
Local 581
and
The Bristol Warren Regional School Committee

Letter of Understanding

Retiree Health Care

Retirement Incentive: Any classified employee eligible to retire to the Retirement System and who gives irrevocable notice before June 30, 1995 to retire by June 30, 1996 and actually retires to the Retirement System shall receive as an incentive Retiree Medical benefits for life, it being understood that this benefit is being offered one time only.

Retiring former Bristol classified employees hired before July 1, 1994 shall receive until age 65, or eligibility for Medicare, or the equivalent federally-sanctioned program, School Department existing Blue Cross coverage or substantially equivalent available coverage by another carrier. At age 65 the Bristol classified employee will receive and the committee will pay one half of the cost of such additional coverage necessary to provide the equivalent of those benefits received prior to age 65. If a retiring Bristol classified employee is not eligible at age 65 for Medicare or the then equivalent federally sanctioned program, they may remain in the active plan with the Committee paying one half the cost.

Retiring former Warren non-certified employees hired before July 1, 1994 shall receive until age 65, or eligibility for Medicare, or the equivalent federally-sanctioned program, School Department existing Blue Cross coverage or substantially equivalent available coverage by another carrier. At age 65 the Warren non-certified employee will be required to leave the School Department plan while retaining the right to purchase health insurance under the provisions of COBRA.

Increases in medical coverage, if any, will not apply to then-existing retirees unless specifically provided for.

No health care retirement benefits will be available to any new hires employed after July 1, 1994.

The Committee may substitute insurance carriers for active, retired, spousal, or dependent coverage provided equivalent coverage is given at no greater cost to the beneficiary. The Union and Committee agree to jointly review proposals from health care providers for the coverage for active, retired, spousal, or dependent coverage and reserve the right by written mutual agreement to change carriers and or administrators as circumstances may require.

For RI Council 94
AFSCME, AFL-CIO
Local 581

Joseph R. Peckham
Debra L. Costa

Date: March 11, 1998

For the Bristol Warren
Regional School District

Leo T. Sullivan

Date: 2/23/98

RI Council 94 AFSCME, AFL-CIO
Local 581
and
The Bristol Warren Regional School District

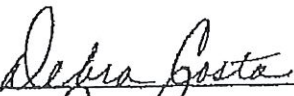
Memorandum of Agreement

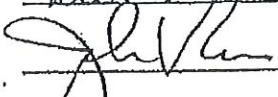
In order to clarify Article 29 and 33 the parties agree as follows:

1. Supervisors may perform union work during normal work hours. The current practice of supervisors turning boilers on and/or off may continue. It is understood that in certain emergency situations, it may be necessary for a supervisor to perform union work outside the normal work hours.
2. It is agreed that all alarm calls are the responsibility of maintenance personnel. All calls from the police department, fire department or alarm company(s) will be routed to a member of Council 94. The contact will be responsible for distributing the calls equally among all maintenance personnel who express an interest in responding to alarm calls regardless of whether they (the maintenance personnel) are based in Bristol or Warren. The intent being that all interested maintenance personnel will be expected to respond to calls in both towns.
3. The impact of this side letter and the articles involved, will be evaluated periodically to ensure efficiently and functionality.

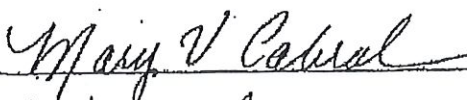
For R.I. Council 94
AFSCME, AFL-CIO
Local 581

For the Bristol Warren
Regional School Committee





Date January 11, 2001





Date January 10, 2001

AFFIDAVIT OF COMMON LAW MARRIAGE

1. We, _____ and _____, are married, having first declared our marriage on or about (date) _____ at (place) _____ and having, since that date, lived together as husband and wife and observed the mutual rights and obligations of spouses in a marriage.

No impediment to our marriage has existed at any time from and after our declaration of marriage by reason of either of us being married to any other person (whether in a common law or ceremonial marriage).

2. We share our marital home at (address):

We have, since our declaration of marriage, consistently held ourselves out as married for legal and social purposes, including for purposes of indicating marital status on state income tax returns, applications for insurance, will etc.

3. We understand that our marriage can be terminated only by the death of either of us, or by a court decree of annulment or divorce.

4. No court or government agency has issued a ruling finding that we have not been married at any time since the date of our declaration or marriage mentioned in paragraph 1.

Under penalties of perjury, we certify that the foregoing representations are true, correct, and complete.

EMPLOYEE

COMMON LAW SPOUSE

ACCEPTABLE DOCUMENTATION

In evidence of this Common Law Marriage, and in addition to the enclosed Affidavit, you must also provide proof of at least two (2) of the following four (4) items. (Check two items as appropriate, and attach the documentation.)

1. Common Law Marriage Agreement or Relationship Contract
2. Joint mortgage or joint ownership of primary residence
3. The Common Law Spouse has been designated as a beneficiary for the employee's will, retirement contract or life insurance.
4. To satisfy this item proof of two (2) of the following items are needed (circle two):
 - Joint ownership of vehicle
 - Joint checking account
 - Joint credit account
 - Joint lease agreement