COLLECTIVE BARGAINING AGREEMENT

Between

EAST GREENWICH CUSTODIANS/MAINTENANCE ASSOCIATION/NEARI/NEA

And

EAST GREENWICH
SCHOOL COMMITTEE

July 1, 2024 to June 30, 2027

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PREAMBLE

This Agreement is made and entered into on this 1st day of July 2024, by and between the East Greenwich School Committee (hereinafter referred to as "the Committee") and the East Greenwich Association of Custodial/ Maintenance Personnel/NEARI/NEA (hereinafter referred to as "the Association").

ARTICLE 1
RECOGNITION

The Committee recognizes the Association is the sole and exclusive bargaining agent for all bargaining unit employees designated in the Rhode Island State Labor Board Relations Board Certification of Representatives in Case No. EE - 3547. The bargaining unit consists of all custodians, head custodians and maintenance personnel employed now or in the future.

ARTICLE 2
PAYROLL DEDUCTIONS

2.1 Membership in any employee organization may be determined by each individual employee. Members of the Union shall pay dues, fees, and assessments as determined by the Union.

2.2 The Employer's Controller/Payroll Office shall, upon certification of the exclusive organization, deduct bi-weekly from said employee's salary said amount and remit the same to the treasurer or designee of the exclusive bargaining organization. The Employer shall not deduct dues, fees, or assessments for membership in any other Union.

2.3 The Employer recognizes the Union's ability to modify dues, fees, and assessments lawfully and in accordance with its Constitution and By-Laws, and upon written representation by the Union that dues, fees, and assessments have been lawfully increased and in accordance with its Constitution and By-Laws, the Employer agrees to adjust the amount of the deduction accordingly, provided that such an adjustment is consistent with the authorization of the employee that is required by law.

2.4 The Employer agrees that it shall forward twice each year to the Employer affiliate (National Education Association Rhode Island) the list of bargaining unit members for the local union. The first list shall be forwarded no later than ten days following January 30 and the second list shall be forwarded no later than ten days following September 30, during each year of this Agreement. The list shall include the employees' names, addresses, phone numbers, emails, dates of hire, and whether the member has authorized dues deduction.

2.5 The Committee shall give written notice to the President of the Association of all new employees within the bargaining unit who become eligible for membership in the Association. Said notice shall occur within ten (10) days of the date of appointment by the Committee including the employee's name, address, work location, email, and date of hire.

2.6 The Committee will discontinue such deductions if notified by the Association in writing and the Committee receives the authorization set forth in section 2.1. In the event the Committee receives such notification by an employee without first being notified by the Association, it shall refer the employee to the Association. The Association is fully responsible for any

objection by an employee regarding their dues, fees, and assessments deduction.

2.7 The Association shall indemnify and save the Committee harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Committee in reliance upon the Association's representation that its dues, fees, and assessments have been lawfully increased and in accordance with the Association's Constitution and By-Laws or for the purpose of complying with any of the provisions of this Article.

2.8 The Committee will deduct from the salaries of employees in the bargaining unit who join the Association and who authorize the Committee to do so, monies for tax-sheltered annuities in accordance with school department procedures and U.S. Savings Bonds. Monies deducted pursuant to such authorizations will be transmitted promptly to the appropriate agency upon submittal of a bill by the agency. Further, when a Direct Deposit Program is instituted, the Committee shall provide to each employee the ability to participate in said program.

ARTICLE 3
ASSOCIATION RIGHTS

3.1 Association business will be conducted outside normal working hours where possible. Subject to the foregoing, designated Association members and/or officers shall be granted reasonable time with pay during working hours to investigate and seek to settle grievances and to participate in hearings and meetings with the Administration or Labor Relations Board on contract negotiations and contract administration.

3.2 The Association shall have the right to use school buildings for meetings free of charge during times when the building is already in use. The procedure determined by the Committee and forms developed by the Superintendent shall be observed by the Association when requesting the use of any school facility.

3.3 The Association will furnish the Committee with a list of its officers and will notify the Committee promptly as and when changes occur.

3.4 A staff representative of NEARI will be permitted to visit Committee premises for the purpose of discussing grievances or to conduct other necessary Association business provided that such visits will not interfere with the conduct of normal business at the schools or in the administration offices.

3.5 The Superintendent and the President of the Association will meet whenever either of them feels it is necessary. Such meetings will be at a time and place mutually convenient, and scheduled so that the normal workday of the President is not interrupted.

3.6 The Association will be permitted to use a central bulletin board, designated by the Administration, located in each building for the posting of notices, circulars and other materials. Further, the Committee shall allow the Association to distribute Association material through the use of the regular interoffice mail run.

3.7 The President of the Association shall be notified of the name, address and position of all new employees of the bargaining unit within ten (10) days of their appointment by the Committee.

3.8 The President of the Association or their designee shall be granted 30 minutes with all newly hired bargaining unit employees to orient them to the Union. This time shall be with pay. Whenever possible, this time shall be during the employee's regular orientation process.

3.9 Employees shall be allowed to attend union meetings on work time up to three (3) times per year for up to one (1) hour with twenty-four (24) hours advance notice to their immediate supervisor.

ARTICLE 4
MANAGEMENT RIGHTS

4.1 Except as abridged or restricted by any provision of this Agreement or by applicable law, the Committee, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all power, right, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Rhode Island, and of the United States, including, but without limiting the generality of the foregoing, the right:

4.1.a to the exclusive management and administrative control of the school system, its properties, facilities and employees; to hire employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment and/or their dismissal or demotion, suspension, discharge, layoff or to take other disciplinary action against such employees for just cause.

4.2 In addition, the Committee has the right to issue appropriate rules and regulations to maintain the efficiency of its operations, to determine the methods, means and personnel by which the employer's operations are to be conducted, and to take whatever action may be necessary to carry out the mission of the employer in situations of emergency.

4.3 The exercise of the foregoing powers, rights, authority, duties and responsibility by the Committee, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection herewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Rhode Island and the Constitution and laws of the United States.

4.4 The Committee agrees that no such rights or authority shall be exercised in violation of this Agreement. Further, the exercise of rights normally entrusted to management shall be subject to any obligations the Committee may have under Rhode Island Law.

4.5 The Committee shall have the right to create new jobs or job classifications. If in the exercise of these rights, a new job is created or substantial change is effected in an existing job, the Committee will meet with the Association to discuss the rate of pay for said job. If an agreement is reached, the Committee may designate a rate of pay which may be grieved by the Association.

4.6 The rights set forth in 4.1 will not be exercised for the purpose of removing employees from the bargaining unit to non-bargaining unit positions.

4.7 The Head Custodian shall be responsible for all building security except rentals wherein another custodian is specially hired. The last person, i.e. Head Custodian, custodian, rental custodian, or maintenance worker, who leaves the building shall be responsible for securing the building.

4.8 Once the Committee has adopted job descriptions, they may be changed only by mutual agreement. The Association's agreement shall not be unreasonably withheld.

ARTICLE 5
NON-DISCRIMINATION

5.1 General

Neither the Committee nor the Association shall unlawfully discriminate against any employee of the Association because of such employee's race, color, creed, national or ethnic origin, gender, genetic information, religion, disability, age, sexual orientation, gender identity or expression, marital status, citizenship status, or status as a special disabled veteran, recently separated veteran, Vietnam Era veteran, or any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized, except in those special circumstances permitted or mandated by law. The Committee and the Association affirm their joint opposition to any discriminatory practices in connection with employment, promotion or training, mindful that the public interest is enhanced with full utilization of each employee's skill and ability without regard to the above-cited factors. The Committee's policy number 1210 is hereby incorporated by reference.

5.2 Association Activity

The Committee shall not unlawfully discriminate against any employee in the bargaining unit because of membership in, or legitimate activity on behalf of the Association.

ARTICLE 6 HOURS OF WORK

6.1 A standard 40-hour work week of five (5) consecutive days of Monday through Friday

of eight (8) consecutive hours inclusive of two (2) fifteen (15) minute break periods.

6.2 The Committee shall be entitled to adjust schedules annually without consent of the Association provided any change shall remain within the start and end times indicated above (8 consecutive work hours). Changes in the start and end times, as set forth above, shall not occur unless by mutual consent. All work schedules for each building shall be listed in Appendix B.

6.3 In the event that a new schedule for hours of work is instituted, that schedule shall be posted and bid upon in accordance with the seniority provisions of this Agreement.

6.4 Employees working in excess of four (4) hours per workday shall be entitled to one fifteen (15) minute break during the first half and the second half of their workday. Employees working four (4) hours per workday shall be entitled to a fifteen-minute break period only.

6.5 Any employee required to perform duties of a higher paid classification shall be compensated at the higher rate (parallel step) for all time worked.

ARTICLE 7
SENIORITY

7.1 The Committee, through its Superintendent, shall establish a seniority list by the classification of Maintenance Worker and Custodian. It shall be brought up to date on or before July 1 and emailed to the President of the Association within ten (10) days after the list is established.

7.2 Seniority is defined as the total length of continuous employment with the East Greenwich School District (the "District), beginning the first day of work as a permanent employee. Seniority and employment with the District will terminate upon:

a. Resignation
b. Retirement
c. Termination
d. Failure to return to work at the expiration of a leave of absence
e. Failure to accept recall from layoff to the employee's job classification
f. Unauthorized absence from work
g. Expiration of recall rights

Other reasonable causes may arise to call for the termination of seniority and employment. In the event that a dispute arises concerning whether or not any other cause is reasonable, the Association shall resolve the issue through Article 20, the Grievance Procedure.

7.3 In the event that two (2) or more employees have the same seniority date, the employee with the most service prior to their most recent date of employment shall be considered senior. If no such employee has prior service, seniority shall be

determined by drawing lots. A representative designated by the Association shall be present at the drawing.

7.4 The initial ninety (90) calendar days of a new employee or of an existing employee who has been promoted shall be on a probationary basis (the "probationary period"). During the probationary period, there shall be a monthly written evaluation of said probationary employee's performance. This evaluation must be submitted to the Superintendent by the following evaluators:

1. Director of Maintenance evaluates the Maintenance Foreman.
2. Director of Maintenance and/or Maintenance Foreman evaluates Maintenance Worker.
3. Principal, in consultation with the Director of Maintenance, evaluates the Head Custodian.
4. The Principal, in consultation with the Head Custodian and Director of Maintenance, evaluates the Custodian.

During the probationary period, the services of the new employee may be terminated without recourse to the grievance and arbitration procedures of this Agreement based on unsatisfactory evaluation. In the event of a promotion of an existing employee, the Director of Facilities may return said employee to their prior position during or at the conclusion of the probationary period.

In the event of a promotion during this period of probationary employment, the services of the least senior probationary employee may be terminated without recourse to the grievance and arbitration procedures of this Agreement.

Probationary employees shall have no seniority rights while on probation. Upon completion of the probationary period, seniority shall be retroactive to the first day of the probationary period.

7.5 Layoff

In the event there is a layoff, it shall occur in accordance with the following procedure:

a. Layoff within an affected class of position shall occur on the basis of seniority with the least senior employee being laid off.

b. An affected employee shall receive four (4) weeks' notice, in writing, whenever possible. A copy shall be sent to Association President.

c. In accordance with the federal COBRA statute, an employee on layoff shall have the option to purchase, at the rate then being paid by the Committee, any of the Article 14 benefits for which said employee is eligible. Payments shall be made when due, for periods determined by the carrier or underwriter in question.

7.6 **Recall**

a. Whenever a vacancy as defined in Article 9 is to be filled, prior to posting said position, the Committee will recall the most senior employee on the recall list qualified to fill said vacancy.

b. An employee who is eligible for recall shall be given notice of recall by certified mail with a copy to the Association President. The employee must notify the Committee in writing of their intention to return within five (5) working days after receipt of notice of recall. The employee shall report to work no later than ten (10) working days after notification of their intent to return. The Committee shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the most current address provided by the employee.

c. Seniority shall be cumulative during periods of layoff. The right to recall terminates after a maximum of two (2) years of continuous layoff.

ARTICLE 8
WORK DUTIES, QUALITY CONTROL, EVALUATIONS AND EXPECTATIONS

8.1 Work duties

A checklist of work duties which may be developed by the Director of Facilities from time-to-time must be performed and will be provided to each head custodian and custodian and may include, but not be limited to, tasks outlined in the East Greenwich Custodial Cleaning Standards Manual, the Primary Process Cleaning Checklist and Manual, the Classroom Process Cleaning Checklist and the Summer Cleaning Checklist, all of which shall be posted on the District's internal website and available with the Director of Facilities. When a new employee is hired, the District shall provide orientation and training for them.

The head custodian will be responsible for making sure the checklist has been satisfactorily completed. Once complete the form will be sent to the Director of Facilities. The Director of Facilities, in conjunction with the school principal and the head custodian, shall evaluate the effectiveness of the work performed and make modifications and give feedback as needed.

8.2 Quality control

A sample inspection form has been included in appendix C, to aid the administration in assessing the performance of the assigned cleaning duties and the applicability in a given location. The administration understands that perfection is unattainable and thus the inspection form is to be held as a tool to assess the cleaning program as a whole and not necessarily an individual.

8.3 Expectations

The expectations of the District have been outlined in several documents including but not limited to "Custodial Cleaning Standards", "The Professional Facilities

Employee", "Shared Responsibility", and "Process Cleaning for Health" all of which shall be posted on the school district's internal website and available with the Director of Facilities. These documents outline how the district expects their responsibilities to be performed, how the district expects the employees to act while performing those responsibilities, and the custodial and maintenance standards to which the school district expects its facilities be kept.

a. During regularly-scheduled school hours outside of passing and lunch time, custodians are expected to maintain their assigned areas and spot clean communal spaces – e.g., bathrooms, hallways, stairwells.

ARTICLE 9
VACANCIES, TRANSFERS AND PROMOTIONS

9.1 Vacancies

a. A vacancy shall be defined as the availability of a position due to the resignation, retirement, promotion, death or dismissal of a member of the bargaining unit or the creation of a new position.

b. All vacancies, other than a temporary vacancy, including promotional positions, shall be adequately publicized, which shall mean, as a minimum, that a notice shall be posted in every school clearly setting forth a description of and the qualifications for the position, including the general duties, hours and salary.

c. The Committee shall advise the Association of all vacancies and creation of new positions electronically on the Committee's internal website and on a designated job posting site within ten (10) working days of said vacancy or creation of a new position. Except with extenuating circumstances, electronically-posted positions shall be filled within twenty (20) working days after posting.

d. If the Committee decides not to fill a vacant position, it will notify the Association in writing within the five (5) working days' time period.

e. A copy of all vacancy notices and new positions posted shall be emailed to the Association President and all Head Custodians. The Head Custodian may post the notice on the custodial or central office bulletin board(s) for five (5) working days before the vacant position is filled.

9.2 Transfers

a. Transfers are defined as movement from one location to another in the same classification. In the event that a voluntary transfer within a classification occurs, said transfer shall be with the approval of all affected employees and the Superintendent. The President of the Association shall receive written notification of any voluntary transfers.

b. Voluntary Transfers: First preference in filling the vacancy will be given to employees within the job classification on the basis of seniority. If the vacancy(ies) is/are filled from within the classification, the resulting vacancy(ies) shall be filled in a manner that allows all employees within the classification the opportunity to exercise their seniority rights. The vacancy(ies) then resulting may be filled by other members of the bargaining unit who have bid for it, provided, however, that the senior employee shall have preference. Vacancies which can be filled internally will normally be filled within ten (10) working days during the school year and, during the summer, 25 working days of the posting.

c. A successful bidder from outside the job classification will have a one hundred and twenty (120) calendar day trial period in which to demonstrate competent performance on the job. If the employee fails to do so within that period, or if, during that period, they decide to return to their former position, they will be returned to their former position.

d. Involuntary Transfers: The Committee and the Association recognize that some involuntary transfer of employees from one school to another or reassignment within a school may be necessary, and that this practice should be based upon the needs of the District, with due regard for the preferences of individual employees. Should an involuntary transfer result in a split assignment, the affected employee shall be paid mileage in accordance with current District procedures. However, there shall be no involuntary transfers if there are individuals who wish to voluntarily transfer.

   Notice of involuntary transfer or reassignment shall be given to the staff member as soon as such decision is made. Any involuntary assignment of transfer will be implemented only after consultation between the staff member, the Association President or their designee, and the Director of Facilities at which time the reason(s) for the decision will be discussed.

9.3 **Promotional Positions**

a. Promotional positions are defined as positions paying a salary differential and/or positions on the supervisory level.

b. Head Custodians and Maintenance Foreman shall be appointed by the Superintendent based upon the recommendation of the Director of Facilities after appropriate posting in accordance with the provisions of Article 9.1 Vacancies. The Superintendent, within the stated time limits contained in 9.1, may fill said promotional position on an acting basis.

c. If two (2) or more employees are found to be qualified for promotion to a position, the employee with the most seniority shall be promoted. The trial period for promotions shall be the same as for vacancies as provided in Article 9.2(c), above. In the event the appointed employee does not complete the trial period, the next most senior applicant from the original bid shall be offered said promotional position.

9.4 **Temporary Vacancies**

Temporary vacancies in the position of custodian may be filled by substitutes, whose wages shall be equal to the minimum base wage of full time custodians.

a. A short-term temporary vacancy exists when an employee is absent for any reason under circumstances in which their return to work is expected within sixty (60) working days, except promotional positions which shall be within thirty (30) working days. After sixty (60) consecutive days of working as a substitute in a temporary vacancy, a substitute custodian will be placed at the Step 1 salary rate. The substitute custodian shall remain at the Step 1 rate until a two (2) week break in service, at which point they shall be returned to the substitute salary rate.

   Short-term temporary promotional position vacancies may be filled by the temporary transfer within or between job classifications of regular employees. Employees filling short-term promotional positions shall be compensated at that position's wage scale currently in effect and at the same salary step the employee is on for their regular position. Before filling a temporary vacancy by transfer, the Director of Facilities will ask for volunteers, and as between a volunteering employee and a non volunteering employee, the senior volunteer will be transferred. Unless sooner returned, at the expiration of thirty (30) working days of transfer, the transferred employee shall return to the position they originally occupied. In the event that no employee wishes to voluntarily transfer then the Director of Facilities may either involuntarily transfer the least senior qualified employee as determined by the parties in that classification or by hiring a substitute employee.

b. Employees on layoff will be given priority for the filling of temporary vacancies. The hiring of a person on layoff to fill a temporary vacancy will not be considered recall of such employee and they will be considered to be a substitute employee for the duration of their temporary employment. Said laid off employee retains their recall rights under Article 7.6.

c. Substitute employees are employees hired to fill a temporary vacancy as defined above.

d. Substitute employees shall not be eligible for any fringe benefits, such as, but not limited to, health and life insurance, holiday pay, vacations, personal days, sick days, or paid or unpaid leaves of absence of any kind. Except for regular employees referred to in Article 9.4a and 9.4b, they shall not have or accrue seniority and their status as substitute employees may be terminated at any time, with or without cause, without recourse to the grievance procedure.

e. A long-term temporary vacancy exists when an employee is absent for any reason under circumstances in which their leave from work is longer than sixty (60) days, except for promotional vacancies which shall be when the employee is absent from work for longer than thirty (30) days.

f. If a substitute is subsequently hired as a regular employee with no break in service, said employee's date of hire as a substitute shall be the date for seniority as a regular employee. For laid-off employees, their status shall be a recalled bargaining unit member with their same seniority date.

g. If the District hires a full-time floater position during the term of this Agreement, it is understood by and between the Committee and the Association that the employee in the floater position may be assigned to any facility or shift within the discretion of the Director of Facilities and may serve as a substitute when needed to cover any absences or temporary vacancies.

h. All retirees who return to service as substitutes shall be paid at the Step 1 salary rate.

9.5 **Part-Time Employees**

The Committee will not hire part-time employees for the purpose of avoiding fringe benefits or overtime for full-time employees. Any part time employees who work fewer than 30 hours per week as provided under existing law shall not be eligible for any fringe benefits, except accrual of pro rata sick and vacation leave. Such part-time employees shall receive one (1) personal day per year.

9.6 **Non-Performance of Bargaining Unit Work**

a. The Committee shall continue to provide work for employees in the Association and shall avoid, insofar as is practicable, the sub-contracting of work performed by employees in the Association on the date of this agreement, provided, however, the Committee agrees that upon considering sub-contracting of any work presently performed by an employee which would have an adverse effect upon job security, wage rate, or classification status of any employee in the Association, it shall:

(1) Notify the Association President in writing of its intention three (3) months in advance of sub-contracting; and

(2) Meet with the Association prior to receiving bids or letting contracts for the purpose of discussing the problem during which discussions, the Association will be granted reasonable requested opportunities to meet with the Superintendent or Committee to discuss the desirability of sub-contracting.

b. The Committee may continue its practice of using students during summer months, provided said employees shall not adversely affect job opportunities and overtime for Association members.

9.7 All appointments to the aforesaid vacancies and openings shall be made without regard to age, race, creed, color, religion, nationality, sex or marital status.

ARTICLE 10
LEAVES OF ABSENCE

10.1 **Sick Leave**

a. An employee who is absent because of personal illness shall, upon written request to the Director of Facilities, receive their full salary for periods up to the amount of sick leave days accrued. Upon being hired, an employee shall accrue sick leave at the rate of one and one fourth (1 1/4) days per month, until the July 1st following the date of hire. At that time, and on each succeeding July 1st, the employee shall be credited with fifteen (15) sick days up to a maximum of one hundred sixty (160) days total. Any employee who is absent because of personal illness for more than three (3) consecutive days shall be required to provide a note from their physician evidencing the nature of the illness and the need and amount of additional sick time needed as certified by the physician, in order to continue to receive personal illness benefits. A physician's certification that an employee will be absent until further notice, indefinitely or verbiage to that effect without an estimated or projected return to work date will not justify the use of additional sick leave but will be considered unpaid leave. The disclosure of information shall be consistent with existing HIPAA regulations. For purposes of this section, personal illness shall be deemed to include periods during which an employee is physically disabled from working by reason of her pregnancy.

b. Employees shall have access to the AESOP system to determine their accrued leave, including, sick, vacation, and personal leave. The Director of Facilities shall provide training to newly hired bargaining unit members as well as access to a computer to allow them to access said information.

c. Upon retirement, and provided that the employee has accumulated at least seventy five (75) unused sick days, said employee shall receive a salary payment for twenty five (25) days at the current rate. In the event that the employee dies while actively employed by the Committee, the employee's estate shall be paid for said twenty-five
(25) days.

d. Every employee shall use the AESOP application to notify the Director of Facilities the reason for an absence via the AESOP system. If a member does not have a computer or access to a computer, said member shall call the 800 number to report their sick day or to report any other absence. Further, to access their accrual days, they shall call central administration to obtain said accruals. Each member shall receive a password and training to access the AESOP system.

e. Employees who use less than seven (7) sick days annually shall receive a $500

bonus at the end of the school year. Days on quarantine per Article 10.13 do not count toward this limit. The bonus shall be paid as a separate check.

10.2 **Temporary Disability Insurance**

Employees, if eligible, shall be entitled to receive temporary disability insurance benefits, the cost of which shall be borne by the member, in accordance with the provisions of the Rhode Island Temporary Disability Insurance statute, R.I. Gen. Laws§ 28-40-1, *et seq.*

10.3 **Family Illness**

In the event of an illness of a member of the immediate family, defined as a spouse or minor child or any other person living in the household of the employee, that employee shall be granted leave for attendance upon the member of the family whose illness requires the care of the employee, provided that not more than five (5) working days per contract year, chargeable to sick leave, shall be granted the employee for this purpose.
RIPFMLA Leave
Employees shall be afforded family and medical leave benefits in a manner consistent with state law and District policy. Any such leaves taken shall run concurrently with such paid leave as may be available to the employee. This leave includes sick, family and personal days, but excepting vacation leave.

10.4 **Death in the Immediate Family**

A maximum of up to five (5) days absence with pay shall be granted in any one (1) year for each death in the immediate family. Immediate family of either husband or wife includes: father, mother, brother, sister, son, daughter, spouse, or any other relative living in the household. Two (2) days absence with pay shall be granted for attendance at the funeral of the grandparent or grandchild of the employee or the employee's spouse. One (1) day absence with pay shall be granted for attendance at the funeral of the aunt or uncle of the employee or the employee's spouse.

10.5 **Personal Absences**

Absences with pay for two (2) days will be allowed for the conducting of personal affairs which cannot be handled outside of school hours. The employee may take such personal time only with forty-eight (48) hours advance notice to the Director of Facilities and the building principal or Superintendent through AESOP, which approval shall not be unreasonably withheld. In the case of emergencies, notification shall be provided as soon as possible.

10.6 **Other Absences**

a. In the event that the Superintendent suspends work for emergency situations, employees shall be compensated at their regular rate of pay. This shall include, but

not be limited to, the following conditions:

1. "No school" announcements
2. School day delay announcements
3. Early dismissal for students and staff

b. Absences with pay may be allowed by the Superintendent for the observance of religious obligations, which cannot be performed outside of regular work shift, but not in excess of three (3) days. Such request shall be made in writing to the Superintendent.

10.7 **Court/Legal Leave**

a. When an employee is summoned/subpoenaed for jury/court services, the pay received for such service will be endorsed to the District and the employee shall receive their full salary for the number of days involved. Mileage and meal allowances for such services shall be retained by the employee.

b. If an employee who is not assigned to the first shift, is required to render jury duty they:

(1) shall receive regular pay as set forth in 10.7 a.

(2) shall be allowed, without loss of compensation, to report to work no later than two (2) hours after they are released from jury duty by the court.

10.8 After five (5) years of continuous service with the District an employee may be granted by the Committee up to one (1) year leave of absence without pay. While on leave the employee shall not be entitled to use or accrue- fringe benefits, including but not limited to, health and life insurance, holiday pay, vacations, personal days, sick days. However, employees may purchase these benefits at their own expense in accordance with state and/or federal law. Seniority shall accrue to respective employees when such employee is on authorized leave.

10.9 **Military Leave for Training**

When requested, the Superintendent shall grant an employee a military leave of absence for training either with or without pay at the discretion of the employee not to exceed ten (10) school days. Such employee, upon written request, shall receive full pay while on military leave, but the pay received for such military leave services shall be endorsed to the District.

10.10 **Parental Leave**

Parental leave shall be granted to an employee on the occasion of the birth or adoption of a child to an employee or to an employee's spouse or partner; on the occasion of the placement of a child sixteen years of age or younger with said employee; on the occasion of the serious illness of a natural or adoptive child of said employee for the

duration of such illness or one (1) year, whichever is less. Parental leave shall be for a period of up to one (1) year, and shall be without fringe benefits. Employees on parental leave shall receive health insurance during the time that their leave is covered by the R.I. Parental and Family Medical Leave Act and/or sick time. Once an employee's RI PFMLA and sick time has been tolled, the employee may continue to participate in health insurance through COBRA. The employee who elects to take parental leave must notify the Superintendent in writing at least thirty (30) days prior to the commencement of the leave. Employees requesting leave in excess of that permitted by Title 28, Chapter 48 of the General Laws of the State of Rhode Island must have prior written approval from the Superintendent of Schools. Parental leave may be taken by an employee in lieu of or after and continuous with leave taken pursuant to 10.1.

10.11 **Deductions**

When an employee is absent for more than the allowed number of days or when granted permission without pay, daily deductions shall be made at the rate of 11260th of annual salary.

10.12 **Unauthorized Absence**

All employees must notify the Director of Facilities through AESOP in advance of any absence, whenever possible, so that the Director may have sufficient time to adequately deploy other employees to cover any absence in the District. The unauthorized absence of any custodian or maintenance worker may be considered cause for dismissal. Absence from duty stations during assigned hours without prior notice and approval in accordance with 10.1(d) shall be considered unauthorized absence and may be cause for discipline or dismissal.

10.13

Any bargaining unit member who is quarantined according to the guidance provided by the R.I. Department of Health shall receive no loss in pay for their time out of work during quarantine. Members shall be required to provide documentation of quarantine upon request.

ARTICLE 11
EXTENDED LEAVE OF ABSENCE

11.1 Military leave will be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States. Upon return from such leave, said employee will be placed on the salary schedule at the level which they would have achieved had they remained actively employed in the system during the period of their absence up to a maximum of four (4) years.

11.2 A leave of absence without pay or increment of up to one (1) year may be granted for the purpose of caring for a sick or disabled member of the employee's immediate family if a doctor's certificate indicates that such care is necessary. This is in addition to any leave with pay utilized by the employee in accordance with Article 10. Seniority shall accrue to said employee while the employee is on authorized leave.

11.3 Any employee whose personal illness extends beyond the period compensated may be granted a leave of absence without pay or increment for such time as is necessary for complete recovery from such illness. The Superintendent may require satisfactory proof of illness in accordance with the procedure stated in Article 10.1.

11.4 Except in extenuating circumstances, all requests for extended leaves must be filed with the Superintendent in writing ninety days in advance of the beginning of extended leave and shall be confirmed or denied by the Superintendent within forty-five (45) calendar days of receipt of the employee's request.

ARTICLE 12
PROTECTION

12.1 An employee shall immediately report to the building principal, in writing, all cases of assault suffered by them in connection with their employment.

12.2 This report shall be forwarded to the Superintendent and the Committee, which shall comply, within the law, with any reasonable request from the employee for information in its possession relating to the incident or the persons involved and will act upon request of the employee or an Association representative in appropriate ways as liaison between the employee, the police and the courts.

12.3 Liability Insurance

The School Committee agrees to add liability insurance for all employees under the Town policy to read as follows:

All employees will be covered under the East Greenwich Town Policy with a limit for bodily injury and property damage of $1,000,000 during those times when employees are engaged in school sponsored activities.

ARTICLE 13
PERSONAL INJURY

13.1 The School Committee shall obtain and maintain coverage in compliance with The Worker's Compensation Law of the State of Rhode Island for all employees, who shall be subject to the provisions of said Workers' Compensation Law. Any employees subject to this provision shall receive only that percentage of salary required under the statute for the duration of the absence caused by the work-related injury.

13.2 Any loss resulting in personal injury, caused by an assault on an employee in the course of their employment, shall be considered as primarily covered by Worker's Compensation Insurance and secondarily by other policies or benefits, if any.

13.3 During the 3-day waiting period which is not covered by worker's compensation benefits, such excused absences shall be charged to the injured employee's sick time, to

the extent it is accrued and available.

13.4 If an employee is receiving worker's compensation benefits such that they are absent from work on July 1 of any effective year of this contract, their sick/family/personal days will not be added to their AESOP account or accrue until such time as they return to work.

ARTICLE 14
HEALTH & WELFARE

14.1 The Committee shall provide all eligible members of the bargaining unit with the healthcare insurance benefits/coverages in the form of an individual plan or a family plan, as the case may be. Said plan shall be a high-deductible, health savings account ("HSA"), as set forth in the summary attached hereto as *Exhibit B.* The HSA plan will include the following deductibles:

Individual plan:	$1,750 (In Network)
	$3,250 (Out-of-Network)
Family plan:	$3,500 (In Network)
	$6,500 (Out-of-Network)

14.2 The Committee agrees to contribute the following amounts annually to all bargaining unit members under the HSA plan:

Individual plan:	$1,250 effective plan year January 1, 2024, and for each successive plan year thereafter.
Family plan:	$2,200 effective plan year January 1, 2024, and for each successive plan year thereafter.

14-3 The Committee agrees to advance and deposit the full amount of the individual or family plan deductible of $1,750 or $3,500 respectively, provided, however, that each bargaining unit member will repay the Committee its 50 percent share on a pre-tax basis via bi weekly payroll deductions over the course of 26-pay periods annually. If the plan deductible increases over the life of this contract, the district shall incur the costs. Employee contributions to the deductible shall remain the same.

14-4 In addition to the $500 or $1,300 employee contribution toward the individual or family plan deductible, as the case may be, the employee shall also be responsible for the 17 percent of the working rate charged to and paid by the Committee if the employee's annual salary is less than $40,000.00 and 20 percent of the working rate charged to and paid by the Committee if the employee's annual salary is greater than $40,000.00 depending on the respective plan for the duration of this Agreement.. Said percentage co-share shall be paid on a pre-tax basis via bi-weekly payroll deductions over the course of 26- pay periods annually.

14-5 The benefits, obligations and contributions toward the costs associated with the coverages hereunder shall be prorated in the event any employee terminates or separates their employment from the District during the term of this Agreement, unless otherwise

provided under this Agreement.

14-6 For those employees who are by law ineligible to participate in the HSA plan, such employees shall be eligible to participate in a modified PPO plan, with deductibles and co-share amounts of 20 percent, as set forth in the summary attached hereto as *Exhibit* C. For new employees hired on or after March 1 in any year in which the HSA is in effect, said employee shall be offered the PPO optional plan as described herein until eligible for the HSA the next plan year beginning January 1.

14.7 All employees who are eligible for family coverage under existing plan regulations and who are not receiving paid family plan coverage through a spouse equal to coverage listed above, shall be provided with family health and dental coverage by the Committee. If an employee and spouse/domestic partner are both employed in the District, family coverage shall be provided for only one of them.

14.8 Term Life Insurance - The School Committee shall provide term life insurance of $40,000, double indemnity, for all employees covered by this Agreement.

Said life insurance shall be administered in accordance with the terms and conditions of the carrier.

Upon retirement, members shall be able to continue in the group term life insurance program by paying the School Department on a monthly basis (or other payment schedule mutually agreed upon by the parties) for the cost of said insurance.

14.9 The Committee reserves the right during the term of this Agreement to change healthcare plans and companies from an HSA to a high-deductible PPO plan. The Committee agrees to provide a healthcare plan that offers substantially equivalent benefits to the plan currently in existence.

14.10 Effective January 1, 2022, the District will offer employees covered by this Article a vision coverage plan afforded other employees of the District.

ARTICLE 15
OVERTIME, CALL-BACK, AND RENTALS

15.1 Overtime.

a. The overtime rate for hours worked in excess of forty (40) hours per week or eight (8) hours per day shall be a rate of one-and-one-half (1 1/2) times the employee's hourly rate of compensation.

b. Overtime (other than for rentals) for Custodian and Maintenance personnel, properly authorized by the Superintendent or their designee, shall be distributed by seniority rotation within classification and building. Head Custodians shall establish a list of volunteers for overtime on a mutually agreed upon form and shall give a copy of said list to the Superintendent/designee and the Association President on a quarterly basis. If overtime is available in a classification that can be performed by

employees who do not necessarily work in the building, it will be offered on a district wide rotation basis by seniority.

c. The Head Custodian at each respective school will make a good faith effort to procure a worker for any overtime assignments within their particular building, including rental assignments as provided for in Article 15.3. If the Head Custodian is unable to procure a custodian to work the overtime assignment, the Director of Facilities or their non-union designee shall call/utilize the voluntary rotating overtime list to fill the overtime assignment. If no union member from the voluntary rotating overtime list can fulfill the overtime assignment, the Committee and/or its designee may be permitted to fill the overtime assignment with a non-bargaining unit substitute employee. In the event that neither an existing bargaining unit employee nor a substitute is available such that a rental event is cancelled, the parties agree to re-open this collective bargaining agreement to further negotiate this provision.

15.2 **Call-Back.**

a. Call-back is defined as a call by the Committee or its agents for an employee to perform work after completing a regularly scheduled work period and has left school grounds, but before the employee is next scheduled to work.

b. When an employee is called back to perform work, said employee shall receive straight overtime rate of pay of time and one-half (1 1/2) said employee's regular rate of pay. If call back occurs between the hours of 11:00 pm and 6:00 am, a minimum of two (2) hours pay at the overtime rate shall apply, whether or not the employee actually works. There shall be no requirement that custodians need to be called back or work overtime to open any school facilities for school-related functions or activities, including those on the weekend, unless called upon by the district, in which case the straight overtime rate of pay shall apply.

15.3 **Rental**

15.3.1. Rental assignments and work availability shall be handled electronically through the District's existing web-based software programs. There shall be no need for an extra custodian where an existing custodian is on duty, unless the entity using the facility pays a rental fee and the workload warrants such a need as established by the Committee, in which case the additional custodian shall be guaranteed one and-one one-half (1 1/2) times per hour the employee's normal rate of compensation. The minimum guarantee shall be consistent with existing Committee policy. When appropriate, the on-duty custodian shall provide coverage for the rental event, at one-and-one one-half (1 1/2) times the employee's normal rate of compensation. There shall be no minimum guarantee. The Superintendent or their designee and the Association President or their designee shall establish a schedule of cleanup hours.

15.3.2. For rental purposes, there shall be the following groups who rent the Committee's facilities. Rentals which require the presence of an additional

custodian as referred to in paragraph 1, above, shall involve the following circumstances:

a. Activities involving food and/or beverages such as: potluck dinners, spaghetti suppers, Blue and Gold dinners; use of gymnasium for games and fundraising activities; use of facilities for performing arts presentations; indoor/outdoor family night picnics.

b. School dances.

c. Weekend event, excluding Town of East Greenwich-sponsored events where other town departments provide staffing. This provision shall become effective only after mutual agreement of the parties.

15.3.3 The Head Custodian shall provide a list of light work items that will be done by the rental custodian while performing rental duties. This shall be a reasonable amount of additional work that the rental custodian shall attempt to accomplish, if possible.

15.3.4 All rental hours over a custodian's normal 8-hour shift or 40 hour work week are at a rate of one-and-one-half (1 1/2) times said employee's normal rate of compensation. A part-time employee who worked their normal work week will be entitled to one-and-one-half (1 1/2) times their normal rate of compensation on weekends.

15.3.5 In all cases, sufficient time must be given for the opening of the building, the activity to take place, for clean-up and then for the security of the building. fu no case, however, may the minimum be waived.

15.3.6 Any employee who is required to work in the securing of the building after a rental activity which exceeds their normal work hours, must be compensated at one-and-one-half (11/2) times the employee's normal rate of compensation.

15.3.7 The Head Custodian will develop a similar rotating list, by seniority, of all custodians in the building as required in 15.1b, which shall be filled in accordance with the procedure set forth in 15.1c. The custodians will be assigned rental duties, by seniority, on this rotating basis or may, with the approval of the Head Custodian, arrange for another custodian from that building to replace him/her. In the event that no one in the building accepts the rental duty, then said rental duty shall be offered on a rotating basis, by custodian seniority, bargaining-unit wide, then, similarly, by maintenance worker seniority. The Association President may obtain said lists electronically.

15.3.8 Issues not covered or anticipated by Article 15.3 shall be addressed and the parties shall attempt to resolve the issue by mutual agreement.

15.4 Employees called to work by the Superintendent or their designee shall be paid double time for any work on Thanksgiving Day, Christmas Eve and Day and New Year's Eve

and Day.

ARTICLE 16
VACATIONS

16.1 No employee shall receive any vacation until such employee has completed the probationary period, but vacation credits shall accrue during such time at the rate of .833 days/month.

a. On July 1 of each year, vacation days are credited at the level that the employee will attain in that fiscal year in accordance with the schedule in 16.2.

b. Vacation shall accrue during all time periods that the employee is receiving pay.

c. A vacation day shall mean a period of time equal to the normal number of hours worked by an employee during a regularly scheduled workday.

Vacations may be taken in half day or full day increments.

16.2 It is agreed that all employees covered by this Agreement shall receive a vacation with pay according to the following schedule:

Years of Service	**Schedule** **Total: Credited on July 1:**
At least 90 calendar days to completion of 6 years	10 days
At the start of 7 years to completion of 15 years	15 days
At the start of 16 years or more At the	20 days
start of 25 years or more	25 days

The Committee and the Association will set up a committee to develop a system of how vacations will be scheduled and may be used.

16.3 Vacation pro-rated will be provided for new employees until eligible for full entitlement. They would earn .83 vacation days for each month worked.

16.4 Vacation will ordinarily be scheduled when school is in session. However, employees may schedule vacation at other times during the school year with approval of the Superintendent or designee, except that no vacations may be scheduled the two weeks prior to the opening of the school year and for the two weeks following the close of the school year. The Director of Facilities reserves the right to limit the number of employees on vacation at any one time. This approval will not be unreasonably withheld.

16.5 Employees covered by this Agreement, if called back to work during the period of scheduled vacation will be paid regular vacation pay plus time and one-half for hours worked. Employees may elect to receive regular pay for said days and reschedule their vacation.

16.6 For purposes of calculating accrued vacation upon retirement, resignation, death or dismissal, it shall be calculated as the total amount of annual vacation beginning July 1 divided by 12 months. For instance, if a prospective retiree is entitled to 25 vacation days, the accrual rate shall be 2.083 days per month. When the service of an employee shall be terminated by retirement, resignation, death, dismissal or otherwise, if such employee shall not have used actual vacation equal to their accrued vacation such employee or their estate shall, on such termination of employment, be entitled to receive full pay for each hour of accrued and unused vacation to their credit as of the date of termination. Conversely, if an employee terminates employment on or before December 31, and has used vacation days yet to be accrued during the year, the prepayment for these days shall be deducted from the final pay. An employee who elects to separate from employment after December 31 shall not be entitled to utilize sick leave immediately prior to their respective retirement for the purpose of extending paid leave or to take advantage of this Article without first establishing, pursuant to Article 10.1, they qualify to use sick leave and is compliant with providing the requisite certification.

16.7 Employees may carry over into the next year no more than one (1) week of vacation time accrued and credited in the previous year. The carryover request must be made in writing to the Director of Human Resources, stating the reason why the employee was unable to use the vacation in the year in which it was earned. Carryover will be approved only when said documentation is presented. The employee must use the carryover in the next fiscal year and must so indicate in the request when the carryover shall be used. Employees who have additional unused vacation days beyond those which may be carried over at the end of the fiscal year in accordance with this provision, shall be paid out for up to five (5) of those days at their daily rate at the end of the fiscal year.

ARTICLE 17
HOLIDAYS

17.1 Designation of Holidays. All employees covered by this Agreement shall be paid their regular rate of pay for each of the following designated holidays:

New Year's Day, January 1	Labor Day
Martin Luther King Day	Columbus Day
President's Birthday	Veterans Day
*Floating Holiday	Thanksgiving Day
Memorial Day	The day after Thanksgiving
Juneteenth	Christmas Eve Day
Fourth of July	Christmas Day
Victory Day	

*In the event that school is in session on Good Friday, the School Committee agrees to substitute this holiday with another paid holiday in July, to be agreed upon by the parties.

17.2 Vacation Holidays. Official holidays occurring during a vacation shall not be charged to vacation time. The employee may elect to take an additional day off with pay when school is not in session.

ARTICLE 18
CLOTHING ALLOWANCE

18.1 Upon completion of probationary employment, each employee shall be provided with the following:

a. Custodians: three (3) shirts and one (1) jacket. Either the initial or additional supply shall include lighter summer weight short-sleeve polo shirts. The shirts shall have the East Greenwich School Department name or logo.

b. Maintenance Workers: three (3) shirts and one (1) jacket. Either the initial or additional supply shall include lighter summer weight short-sleeve polo shirts. The shirts shall have the East Greenwich School Department name or logo.

c. Employees shall be able to choose a combination of shirts and jackets from the allotted amounts.

d. All clothing may be selected from the same company, which shall submit the bill for employees' clothing directly to the District for payment.

18.2 Uniforms must be worn while on duty during regular working hours and while on rental duty. During the summer months, uniforms shall be limited to District-issued short sleeved shirts.

18.3 The employee is responsible for maintaining the uniform in a clean and neat condition.

18.4 After the initial year, and prior to September 1st of each subsequent year of continuous employment, employees shall be provided with two (2) additional shirts. New jackets will be provided every five (5) years of continuous employment.

18.5 Foul weather gear and boots shall be provided as needed.

18.6 The Committee will reimburse the employee, upon proof of purchase, for the acquisition of work shoes. Only footwear that complies with OSHA requirements or is required by a doctor shall be reimbursed. The reimbursement shall not exceed one hundred twenty dollars ($120.00) per year.

ARTICLE 19
EMERGENCY COMMUNICATIONS

19.1 For emergency communications, employees shall be allowed to use the schools' phone with the understanding that calls shall be kept to a minimum so as to not interfere with their duties.

19.2 Each school building shall be provided with one (1) operable, technically advanced emergency communication device A radio shall meet this requirement. During their shift, the Head Custodian shall have custody of said communication device. During other shifts, the senior custodian shall have custody of said communication device. Said communication device shall remain in the school. Transfer shall take place during the change of shifts. At the end of the second shift, said communication device shall be placed in a secure location.

ARTICLE 20
GRIEVANCE PROCEDURE

20.1 The purpose of the following grievance procedure shall be to settle equitably at the lowest possible administrative level issues which may arise from time to time affecting the welfare of persons subject to this Agreement. The Committee agrees to make available to any aggrieved person and/or their representative all data not privileged under law which is within the possession of the Committee and which bears on the issues raised by the grievance.

20.2 **Definitions**

a. **Grievance:**
A grievance is defined as an event or a condition which affect the welfare of an employee or group of employees and/or the application of any of the provisions of the Agreement. It is a claim based upon an event or condition which affects the circumstances under which an employee works.

b. **Aggrieved Person:**
Any employee or group of employees alleging that a grievance exists.

c. **Grieved Person:**
An employee or group of employees who are alleged to be the cause of, or who have committed a grievance.

d. Employee:
Any person covered by this Agreement on either a full or a part-time basis.

e. **Party in Interest:**
An individual or group of individuals (including the Committee or any of its representatives) who might be required to take action, or against whom action might be taken in order to resolve the issue. Parties in interest shall include the aggrieved, the grieved, the Committee, the Superintendent or their designee, and the President of the Association. Each of the above shall receive one (1) copy of the proceedings with the decisions rendered.

20.3 **General Principles**

a. It shall be the firm policy of the Committee and the Association to assure to every employee or their representative the opportunity to have the unobstructed use of this grievance procedure without fear of reprisal or without prejudice in any manner or means to their employment status.

b. An Employee may seek and use the assistance of an officer or representative of the Association in the presentation and/or appeal of any grievance. Such assistance shall include, but not be limited to, the direct representation of an employee at all steps of the grievance procedure.

c. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level of the grievance procedure should be considered maximum. These time limits may, however, be extended by mutual agreement. The failure of an employee aggrieved, except as hereafter provided, to proceed to the next step of the grievance procedure within the time limits set forth shall be deemed to be an acceptance of the decision concerning the particular grievance. The failure of an administrator or one who is grieved against, at any step, to communicate their decision to the aggrieved within the specified time limits shall permit the aggrieved to proceed to the next step.

20.4 **Procedure**

a. **Level One**
An employee with a grievance shall first discuss it with the Director of Facilities with the objective of resolving the matter informally. This discussion must occur within thirty (30) working days of when the employee knows or should have known of the event. The supervisor's written disposition shall be returned to the employee or their representative within five (5) working days of the presentation.

b. **Level Two**
In the event a satisfactory settlement is not reached following the five (5) working day period as provided for in Level One, an employee and/or the Association representative

may, within five (5) additional working days, present the grievance to the Superintendent. The Superintendent shall grant a hearing to the aggrieved and/or their representative within ten (10) working days after receipt of the grievance and return their written disposition within ten (10) working days of the presentation.

c. **Level Three**
In the event a satisfactory settlement is not reached following the five (5) day period as provided for in Level Two, an employee and/or the Association representative may, within five (5) additional working days, present the grievance to the Committee. The Committee will grant a hearing within ten (10) working days after receipt of the grievance and render a written disposition to the employee and the Association representative within five (5) working days of the presentation.

d. **Level Four**
If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if a decision is not rendered within five (5) working days after the Committee has heard the grievance, the aggrieved person may choose to submit the matter to arbitration in either of the following manners:

1. Appeal in accordance with the provisions of Title 16, Chapter 39 of the General Laws of Rhode Island, 1956, as amended, to the full extent permitted by law, or, if the grievance involves the interpretation or application of this Agreement or a claim that discipline administered was for other than just cause.

2. Submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the Labor Relations Connection, which will act as the administrator of the proceedings. The arbitrator shall have no power to alter or amend the provisions of this Agreement, nor, where the terms hereof vest discretion in the Committee or any of its agents or employees, to substitute their discretion for that of the Committee, its agents or employees. Whenever herein discretion is vested in the Committee, its agents or employees, it is not intended that they be permitted to exercise that discretion in an arbitrary, capricious or discriminatory manner. No arbitrator may hear more than one (1) grievance absent agreement of the parties. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as they judge to be proper.

3. Each party shall bear the full cost for its outside representatives in arbitration. The cost of the neutral arbitrator and the Labor Relations Connection will be divided equally between the parties.

20.5 **Miscellaneous**

a. Forms for filing and processing grievances and other documents necessary under the procedure shall be prepared by the Association. All documents, communications and

records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

b. Instructions for the preparation and processing of grievance forms will accompany the forms. These instructions shall be complied with in all grievance cases.

c. Any decision, course of conduct, or other actions which become the subject of a grievance shall not be stayed pending the processing of the grievance except with the written consent of the Superintendent, the Committee and the Association, which consent shall not be unreasonably withheld. A decision at any level of the procedure in favor of the aggrieved person, however, may provide appropriate restitution or other remedy for the period during which the grievance was suffered.

d. If a grievance affects a group or class of employees, the Grievance Committee or its Chairperson may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. Such a grievance may be processed through all levels of the grievance procedure.

ARTICLE 21
DISCIPLINE AND DISCHARGE

21.1 Disciplinary action may be imposed on an employee only for just cause. The following progression will be observed in general but may be modified if the infraction is of a more serious nature: oral, written, suspension, demotion and discharge. All disciplines will be documented. The employee and the Union will be notified at or before the actual time an employee is to be disciplined of the specific reason for the discipline, which shall within three (3) days thereafter be documented in writing.

21.2 Any disciplinary action imposed upon an employee may be processed as a grievance through the regular grievance procedure in Article 20 of this Agreement.

21.3 In the event that an employee is dismissed, demoted or suspended and that employee appeals such action, and their appeal is sustained, they shall be restored to their former position and seniority, and compensated at their regular rate for any time lost during the period of such dismissal, demotion or suspension.

21.4 An arbitrator shall be empowered to modify the disciplinary action if they determine the action taken was not warranted under the circumstances.

21.5 A hearing concerning any disciplinary action may be public or private at the request of the employee involved.

21.6 Patterns of Absence

Employees who display a pattern of inability or failure to report for work may be subject to corrective action regardless of their overall attendance record. A pattern of absence exists when an employee's absences occur with a common factor (day of week, day before/after holiday/regular days off, etc.).

ARTICLE 22
PERSONNEL FILES

22.1 The School Department shall maintain one (1) personnel file for each employee.

22.2 Within twenty-four (24) hours of their request, employees and/or the Association representative shall be able to inspect their personnel records. Inspection shall be during normal personnel office working hours. An Association representative who is not accompanied by said employee shall have their written authorization to inspect their personnel records. Said individual(s) shall date and initial all records inspected. Upon written request, employees and/or their Association representative shall be provided with a copy of any materials contained in said file, provided that at the time of request, they reimburse the school department at a rate of ten cents (.10) per copy for each page copied.

22.3 Nothing shall be placed in an employee's file unless the employee has had the opportunity to see it. Furthermore, the employee has the right to:

a. comment on this material and have the comments attached to it;

b. remove materials which the parties deem to be inappropriate.

ARTICLE 23
HEALTH AND SAFETY

23.1 The Committee and the Association shall cooperate in the enforcement of safety rules and regulations that have been established and agreed upon by the Health and Safety Committee.

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

23.3 Each supervisor shall take prompt and appropriate action to correct any unsafe conditions or actions which are reported to or observed by them.

23.4 The members of each department may report conditions which they consider unhealthy or unsafe to the Association representative of the Local, who shall be authorized to submit them to the Health and Safety Committee for consideration.

ARTICLE 24
TRAVEL ALLOWANCE

24.1 Any employee covered by this Agreement who is directed to use their own personal vehicle for the District business shall be reimbursed in accordance with the current IRS mileage allowance.

ARTICLE 25

TRAINING

25.1 General

In order attract and retain the best qualified and competent staff of employees and to provide them with the ability to meet the current and future custodial and maintenance needs of the District, including the opportunity to acquire additional knowledge and skill, the District has adopted a Custodial Training Program (the "Program"). The Program shall be provided at no charge to employees, with total costs of program with incentive bonuses to the District not to exceed $10,000 per fiscal year.

25.2 Composition and Participation

Excepting certain compulsory annual training requirements, which will take place during regular work hours, participation in the Program shall be voluntary.

The Program shall be comprised of online courses selected by the Director of Facilities and organized into modules corresponding to each level of custodial position available within the District. The online classes shall be taken outside of the employee's regular work hours. Successful completion of each module of course shall entitle the employee to earn a one-time lump sum bonus of $150 upon presentation of the certificate of successful completion to the Director of Facilities and the finance office. It shall be processed in the succeeding payroll period after receipt by the finance office. Enrollment in each successive training module shall be dependent upon successful completion of the previous module. At no time shall any employee enroll in courses out of the prescribed order or enroll in more than three modules of courses per fiscal year. Attached as Addendum A is a prototypical, illustrative schedule of courses and modules to be offered to employees.

The District reserves the right in its discretion to change, alter, amend and/or substitute courses in any of the modules to best meet the custodial and maintenance needs of the District.

No employee shall receive more than $450 in any fiscal year. The incentive bonus shall not be included as wages or income for purposes of determining pension contribution for either the employer or employee.

ARTICLE 26
WAGES

26.1 Appendix A shall contain the salary, rates of pay and stipends for all employees. All salaries shall be expressed in terms of hourly, bi-weekly and annual salaries, including the above Appendix A positions.

26.2 **Payroll.** All employees shall be paid on a bi-weekly basis. Except for those receiving their wages through direct deposit or except in extenuating circumstances, payroll checks shall be enclosed in sealed envelopes before being disbursed.

26.3 **Re-classification.** An employee who is promoted to a higher classification shall be placed at the same step for the higher pay grade than they were receiving at the lower grade. If an employee applies for and is granted a position in a lower grade classification, said employee shall remain at the same step of the salary scale the employee had at the higher grade.

26.4 **Cost-of-Living Allowance (COLA).** COLA's shall be awarded only as provided for in accordance with existing state law.

26.5 **Retirement Incentive.** A twelve hundred ($1,200) retirement bonus shall be paid to any member eligible for a retirement benefit from the State Retirement Board provided the member is currently working and has been employed by the district for at least ten (10) continuous years and gives notice of retirement at least sixty (60) days before retiring at the end of the school year.

ARTICLE 27
SAVINGS CLAUSE

27.1 Should any provision of this Agreement be found to be in violation of any Federal or State law by a court of competent jurisdiction, all other provisions of the Agreement shall remain in full force and effect for the duration of this Agreement.

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ARTICLE 28
CONCLUSIO N

28.1 In all cases where this Agreement does not provide for the contrary, the regulations and practices relating to salaries, hours, and other conditions of employment in effect at the execution of this Agreement shall continue in force and shall not be modified during the effective dates of this Agreement without specific written approval of all parties to this Agreement.

28.2 This Agreement shall not be altered, amended, or changed except in writing and signed by both the Committee and the Association, which writings shall be appended heretofore and become a part hereof.

ARTICLE 29
DURATION

28.1 This Agreement shall be effective July 1, 2024 and shall remain in full force and effect through June 30, 2027.

IN WITNESS WHEREOF the parties named here a have hereunto set their hands the 25th day of July 2024.

President
East Greenwich Custodians/
Maintenance Association/NEARI/NEA

Signed by:
Chairperson
East Greenwich School Committee

APPENDIX A

Compensation Changes

2024-2027 Custodians/Maintenance Association/NEARI/NEA

Custodians Salary Schedule

Years of Service		Effective 7.1.24	Effective 7.1.25	Effective 7.1.26
0 to 1	Step 1	$18.33	$18.33	$18.33
1 to 2	Step 2	$18.33	$18.88	$18.88
2 to 3	Step 3	$18.33	$18.88	$19.45
3 to 4	Step 4	$18.45	$19.00	$19.57
4 to 5	Step 5	$18.45	$19.00	$19.57
5 to 6	Step 6	$18.60	$19.16	$19.73
6 to 7	Step 7	$18.60	$19.16	$19.73
7 to 8	Step 8	$18.60	$19.16	$19.73
8 to 9	Step 9	$18.85	$19.42	$20.25
9 to 10	Step 10	$18.85	$19.42	$20.25
10 to 11	Step 11	$18.85	$19.42	$20.25
11 to 12	Step 12	$19.15	$19.72	$20.32
12 to 13	Step 13	$19.15	$19.72	$20.32
13 to 14	Step 14	$19.15	$19.72	$20.32
14 to 15	Step 15	$19.15	$19.72	$20.32
15 to 16	Step 16	$19.15	$19.72	$20.32
16 to 17	Step 17	$20.50	$21.12	$21.75
17-18	Step 18	$20.50	$21.12	$21.75
18-19	Step 19	$20.50	$21.12	$21.75
19-20	Step 20	$20.50	$21.12	$21.75
20+	Step 21	$21.84	$22.50	$23.17

Maintenance Salary Schedule

Effective 7.1.24	Effective 7.1.25	Effective 7.1.26
$21.40	$21.40	$21.40
$21.40	$22.04	$22.04
$21.40	$22.04	$22.70
$21.75	$22.40	$23.07
$21.75	$22.40	$23.07
$22.05	$22.71	$23.39
$22.05	$22.71	$23.39
$22.05	$22.71	$23.39
$22.35	$23.02	$23.71
$22.35	$23.02	$23.71
$22.35	$23.02	$23.71
$22.65	$23.33	$24.03
$22.65	$23.33	$24.03
$22.65	$23.33	$24.03
$22.65	$23.33	$24.03
$22.65	$23.33	$24.03
$22.95	$23.64	$24.35
$22.95	$23.64	$24.35
$22.95	$23.64	$24.35
$22.95	$23.64	$24.35
$23.25	$23.95	$24.67

Annual Head Custodian/Maintenance Foreman Stipends	**2024**	**2025**	**2026**
Elementary	$1,664.00	$1,664.00	$1,664.00
Middle School	$1,976.00	$1,976.00	$1,976.00
High School	$2,392.00	$2,392.00	$2,392.00

Maintenance Foreman	$3,120.00	$3,120.00	$3,120.00

2nd and 3rd shift custodians, excluding head custodians, shall be entitled to a $0.40 per hour shift differential.

APPENDIX B
WORK SCHEDULE FOR CUSTODIANS

Except for part time schedules (which shall be four consecutive hours, inclusive of a fifteen minute break) all schedules shall consist of eight (8) consecutive hours, inclusive of two fifteen minute break periods.

Building **School Year**

High School	**Begin no earlier than**	**End no later than**
Head Custodian	6:30AM	2:30 PM
Night Head Custodian Day	2:00PM	10:00PM
Custodian	5:30AM	1:30 PM
2nd Shift Custodian 3rd	3:00PM	11:00 PM
Shift Custodian	8:00PM	12:00 AM

Cole Middle School	**Begin no earlier than**	**End no later than**
Head Custodian	12:00 PM	8:00PM
Custodian Custodian	5:30AM	1:30 PM
	3:00PM	11:00PM

Elementary Schools	**Begin no earlier than**	**End no later than**
Head Custodian	1:00 PM	9:00PM
Custodian	6:00AM	2:00PM

Central Office	**Begin no earlier than**	**End no later than**
Custodian	3:30PM	7:30PM

Summer*

The School Committee agrees to discuss and modify, as necessary, start and end times for summer hours.

Members may work summer hours during vacations but said hours must be uniform for all members.

High School

Head Custodian Night Head Cust.

7:00 am - 3:00 pm
7:00 am - 3:00 pm

(shall be from among the existing custodian Positions)

Day Custodian	6:00 am - 2:00 pm
2nd Shift Custodian	7:00 am - 3:00 pm
3rd Shift Custodian	3:00 pm - 7:00 pm

Cole JHS

Head Custodian	6:00 am - 2:30 pm
Custodian	6:00 am - 2:30 pm
Custodian	6:00 am - 2:30 pm

Frenchtown

Head Custodian	7:00 am - 3:00 pm
Custodian	6:00 am - 2:00 pm

Hanaford

Head Custodian	7:00 am - 3:00 pm
Custodian	6:00 am - 2:00 pm

Meadowbrook

Head Custodian	7:00 am - 3:00 pm
Custodian	6:00 am - 2:30 pm

Eldridge

Head Custodian	7:00 am - 3:00 pm
Custodian	6:00 pm - 2:00 pm

Administration

Custodian	3:00 pm-7:00 pm

* Summer Hours begin the Monday after the academic year concludes and end the Friday before the academic year commences.

APPENDIX C
East Greenwich School Department
CLASSROOM INSPECTION FORM

Room Number:						**Date:**
Item Inspected	**Clean**					**Comments:**
Doors and Hardware		Yes		No	Unsure	
Trash Receptacles		Yes		No	Unsure	
Floor Coverings		Yes		No	Unsure	
Walls / Wall Coverings		Yes		No	Unsure	
Windows / Window Sills		Yes		No	Unsure	
Furniture		Yes		No	Unsure	
Light Fixtures		Yes		No	Unsure	
Cabinets/Countertops		Yes		No	Unsure	
Other (list):		Yes		No	Unsure	

OVERALL CONDITION OF CLASSROOM SATISFACTORY

YES **NO**

General Remarks:

EXHIBIT A

ASSOCIATION ELECTION FORM

I, [Name of Employee], recognize as an employee of the East Greenwich School Department that my position is covered within the bargaining unit represented by the East Greenwich Custodians/Maintenance Association/ NEARI/NEA (the "Association"). Following my probationary period, I elect (check one) _____to join _____ not to join the Association.

CHECK ONE BELOW:

As a member of the Association, I authorize the East Greenwich School Committee to deduct Association dues and fees from my wages in accordance with the terms of the collective bargaining unit and as determined by the Association until further written notice to the Committee.

[Name of Employee]

As a non-member of the Association, I do not authorize the East Greenwich School Committee to deduct any Association dues and fees from my wages until further written notice to the Committee.

[Name of Employee]

EXHIBIT B

Please refer to 2024-2025 Blue Cross Blue Shield Plan Summary.

Custodial Training Program

Course Syllabus*: The following courses are available online at no cost to employees. Equipment and internet access will be made available after work hours on District premises to any employee upon request

-The courses ote currently ofiered at Hillyard University through Its online Custodial Series. Thislistls meant to be ilJumtive,DOlexhlustW. arutAdminis1111lonreserOIIS therighito cilanga provideR and COUI80flenlgu1tis discretion.

	Requi--.			
		Approx. s hrs	t'l- '_ . -- --	Electric al Safety PPE
Salary Level 1: Custodial Training Series	New Hire Orientati on and Mandate d Training		Module! **Automated** Equipment Safety (8:33 min) Bloodbome Pathogens (17:08) Hazard Communication (22:48) Cleaning Processes and Procedures (14;47) Cleaning Products and Applications (11:38) Cleaning Science (11:87) General Safety Guidelines (13:43) How Important ara You? (11:29) Personal Protective Equipment (11:33) Module2 Carpet Cleaning Equipment (11:28) Hard Surface Floor Equipment (16:17) Renovating Carpeted Roors (14:29) Renovating Finished Floors (18:41) Routine carpet care (14:29) Routine Finished Floor Cara (18:41) Routine Nan-Finished and Specialty Floor care (18:22)	
Salary Level 2: Leadership Training Series	Completion of Custodial Training Series	Approx.a hrs	Madula3 Cleaning by the Numbers (11.44) Cleaning for First Impressions (12:05) Cleaning Surfaces and Assets (12:S6) Green Cleaning (19:07) Module! Communication Skills (12:13) Dealing with Difficult People (12:13) Getting end Staying Organized (15:08) Module2 Lelidership Style& (11:32) Motivating Others (16:52) Documentation (12:26) Time Management (15:25) Progressive Discipline (15:56) Module3 Change Management (12:52) Getting Pest the Status Quo (12:17) Interviewing and Screening(13:35) Time is Money (19:34) Courses ulected by Administration based on district need. Examples courses include: Asbestos Awareness Chemic al Safety	
Salary Level 3: Maintenance Training Series	completion of custodial and Leadership Training Series	ApprO)(. 12 5 hrs		

No previous courses required to begin Cu&todial Series Module 1

For each Module completed. emplayae is eligible fora [$150] bonus

Upon completion of Custodial Training Series. employee Is eligible:
1. for promotion to Salary Level 2, and
2. to begin Leadership 'n'alning Series In the **na>tt calendar year**

Far each Module completed, employee is eligible for a [$!SD] bonus

Upon completion of Leadership Training Series. employee is eligible:
1. for promotion to Salary Level 3,
2. to apply far a Head Custodian position If and when one becomes available. and
3. to begin Maintenance Training Serie& in the next calender year

For each Module completed, employee Is eligible for'a ($15D) bonus

Upon completion of Maintenance Treining series. employee is eligible to apply for Maintenance position if such position becomes available