

# **AGREEMENT**

Between the

**LITTLE COMPTON EDUCATIONAL SUPPORT  
PERSONNEL (LCESP) /NEARI/NEA**

And the

**LITTLE COMPTON SCHOOL COMMITTEE**

**July 1, 2024 through June 30, 2027**

## **Little Compton Educational Support Personnel**

Joshua Guay  
Christopher Osborne, Jr.  
Heather Fitzgerald

## **Little Compton School Committee**

Travis Auty, Chairperson  
Hannah Ayotte, Vice-Chairperson  
Megan Gonzales, Secretary  
Susan Kinnane  
Mike Rocha

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## **RECOGNITION**

The Little Compton School Committee recognizes the Little Compton Educational Support Personnel/NEARI/NEA as the sole and exclusive bargaining agent for all employees performing work within the bargaining unit. The bargaining unit consists of all teacher assistants, custodians and secretaries. Hereinafter, the Little Compton School Committee shall be referred to as the Committee and the Little Compton Educational Support Personnel/NEARI/NEA shall be referred to as the Association.

### **Article I. RIGHTS OF THE COMMITTEE**

The Little Compton School Committee on its own behalf and on behalf of the voters of the Town of Little Compton retains all rights and jurisdiction to manage the School Department as may be conferred upon it by the laws and constitutions of Rhode Island and the United States, and by the Charter of the Town of Little Compton.

The exercise of the Committee's powers, rights, authority, duties and responsibility, or delegation of such powers, rights, authority, duties and responsibilities to the Little Compton School Department's administration through 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 are in conformance with the Constitution and laws of the State of Rhode Island the the Constitution and laws of the United States.

Any matter involving the management of governmental operations vested by law in the School Committee, or the Superintendent, or other school personnel and not covered by this Agreement is in the province of the Department. The Department hereby retains and reserves unto itself all such rights vested in it or its employees by any Federal or State Laws

### **Article II. NO STRIKE-NO LOCKOUT**

During the terms of this Agreement, the Association agrees there shall be no strikes, or work stoppages; and the Committee agrees there shall be no lockouts.

### **Article III. PAYROLL DEDUCTIONS**

The Committee agrees to the adoption of an Association check off system whereby Association dues will be withheld from the Association member's pay at source in equal amounts from each pay, either weekly, biweekly or otherwise, as the frequency of the pay period may require. Such withholdings for Association dues are to be transmitted to the Association for the previous month's earnings,

not later than the 20th day of each successive month. The Association will notify the Committee thirty (30) days prior to any change in such withholdings.

Members of the bargaining unit may elect to have the following deductions made from their pay:

1. Employee share of health insurance;
2. Tax Sheltered Annuities.

#### **Article IV. ASSOCIATION SECURITY**

1. Membership in the Association is an individual decision to be made by each individual employee. Members of the Union shall pay dues, fees and assessments as determined by the Union.
2. All employees in the bargaining unit who are members of the Association shall pay dues in an amount certified to the Committee by the Association.
3. The Association shall be provided with the names and addresses of any new employees.
4. The Committee recognizes the Associations' ability to increase dues, fees and assessments lawfully and in accordance with its Constitution and By-Laws, and upon written representation by the Association 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 deduction accordingly, provided that such an adjustment is consistent with the authorization of the employee that is required by law.
5. The Committee shall discontinue the withholding of dues and assessments if notified by the Employee in writing. In event the Committee receives such notification, it shall provide a copy of the notification to the Union. The Association is fully responsible for any objection by an employee regarding their dues, fees, and assessments deductions.
6. 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 Employer in reliance upon the Union's representation that its dues, fees and assessments have been lawfully increased and in accordance with the Union's Constitution and By-Laws or for the purpose of complying with any provision of this Article.
7. Upon request by the President of the Association, the Committee agrees that it shall forward to the Association the list of bargaining unit members for the local Association.

#### **Article V. DISCIPLINE**

No member of the bargaining unit shall be disciplined without just cause.

#### **Article VI. NONDISCRIMINATION**

1. Neither the Committee nor the Association shall discriminate in any way against employees covered by this Agreement on account of race, religion, creed, color, national origin, sex, age, marital status, handicap or political affiliation.
2. All references to employees in this Agreement designate all sexes and wherever a gender identifier is used it shall be construed to include all employees.

#### **Article VII. ASSOCIATION RIGHTS**

1. The Committee and the Association will make reasonable efforts to schedule hearings, meetings and other Association business pertaining to contract negotiations and/or contract administration, at times which will cause as little disruption as possible to the operations of the School Department. To the extent any such Association business is conducted during working hours, the Committee shall permit designated Association members and/or officers to attend. The School Committee or its designee, in their discretion, may pay the affected employees for any lost work time.
2. No Association committee member or representative shall be discriminated against as a result of the performance of legitimate Association business.
3. The Association shall furnish the Committee/Administration with a written list of its officers immediately after their designation and shall promptly notify the Administration of any change in such officers.
4. Association committee representatives will be permitted, upon notice to the Superintendent's office, to visit Association officers and committee members on Committee/Administration premises for the purpose of discussing Association business. Such visits should not interfere with the normal conduct of business.
5. The Association will be allowed to use a designated bulletin board.
6. The Committee recognizes the Association's right to have access to information relative to budget, staffing projections as they pertain to this unit, names and addresses and salaries of all employees in the bargaining unit and agenda of all open Committee meetings. Where material is normally available to the public, the Association will utilize the same avenues of acquisition as the public. It is understood that this shall not be construed to require the Committee to compile information and statistics that are not readily available.

## **Article VIII. GRIEVANCE PROCEDURE**

### **1. Definition**

- a. "Grievance" is hereby defined to mean a claim by the Association or a member of the bargaining unit based upon an alleged violation or variation from the provisions of this Agreement, or the interpretation, meaning or application thereof
- b. A "grievant" or "aggrieved person" is a person or group making a claim, or the Association.

### **2. Purpose**

- a. The purpose of this procedure is to secure at the lowest possible level, equitable solutions to problems which may arise.
- b. Both parties agree that these proceedings shall be kept informal and that appropriate confidentiality shall be observed.

### **3. Procedure**

- a. LEVEL ONE - A grievance shall be submitted in writing to the Superintendent within fifteen (15) workdays from the time the grievant(s) knew or reasonably should have known of the occurrence of the grievance. Within fifteen (15) workdays the Superintendent will hold an informal hearing and issue a written decision.
- b. LEVEL TWO - If the grievant is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within said time limit, the grievance may be filed in writing with the School Committee within fifteen (15) workdays. Within fifteen (15) workdays the School Committee will hold an informal hearing and issue a written decision.
- c. LEVEL THREE - If the grievant is not satisfied with the disposition of the grievance at Level Two, or no decision has been rendered within said time limit, the Association may file the grievance for arbitration with the American Arbitration Association in accordance with its rules and regulations within fifteen (15) workdays. The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties to this Agreement.

### **4. General Provisions**

- a. No reprisals of any kind shall be taken by the Committee or agent thereof against any participant in the grievance procedure by reason of such participation.
- b. If in the judgment of the Association a grievance affects a group or class of employees, the Association may submit a class grievance.

- c. Grievants may be represented by Association representatives at all levels of the grievance procedure.
- d. The Association will prepare a form for the presentation of grievances, with the mutual agreement of the Superintendent.
- e. Any time limits contained in this Article may be waived or extended by mutual agreement.

#### **Article IX. SENIORITY**

1. Seniority is defined as the total amount of service in the Little Compton School Department commencing with the date that the Superintendent appoints the employee to a LCESP position.
2. Seniority shall only be broken by resignation, retirement, discharge for just cause, discharge during probationary period, failure to return to work after expiration of leave of absence or failure to accept recall from layoff to a substantially equivalent job.
3. In the event that two (2) or more employees have the same seniority date, the tie shall be broken first by the amount of prior service, if any. In the event that a tie still exists, a tie shall be broken by a lottery. The employees involved shall have the opportunity to be present at the lottery. A representative of the Association chosen by the Association shall also be present.
4. An employee shall be on probation for the first one hundred twenty (120) work days of employment, unless extended by mutual agreement of the parties. Employees may be terminated during the probationary period or any extension thereof, without any recourse to the grievance or arbitration procedure.
5. A seniority list showing the names, date of employment and order in which all employees were employed shall be compiled and appended to this Agreement. The seniority list shall be corrected as needed, within two (2) years of its publication. If an Employee or the Association fails to challenge a seniority list within two (2) years of its publication any reliance upon that unchallenged seniority list shall be deemed accurate by the Committee and the Association for the purposes of calculating seniority.
6. An employee who challenges his/her position or date on the seniority list shall do so by the grievance procedure beginning at Level One.

#### **Article X. JOB DESCRIPTION AND EVALUATIONS**

Within six (6) months after the execution of this Contract, every position within the bargaining unit shall have a job description. A job description shall be a clear, concise and accurate summary of duties, responsibilities and requirements of the job as it exists and shall include any special condition of employment. The

Association shall be permitted to provide recommendations to the Superintendent concerning the job descriptions.

All members in every position within the bargaining unit shall be evaluated by Administration annually. Job descriptions will be reviewed and updated before evaluations are conducted with recommendations from the Association. Prior to implementation of the evaluation instrument, the Union President will provide input and review. The evaluation instrument for every position shall be provided to the Union President within six (6) months after the execution of this Contract. The completed evaluations shall be shared with the member and the President, and a copy shall be placed in the member's personnel file.

## **Article XI. LEAVES, HOLIDAYS AND VACATION**

### **1. Sick Leave**

- a. Sick Leave with pay shall be granted to employees covered by the Agreement. Sick Leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury, or childbearing and may include absence due to illness in the immediate family or domestic partner of the employee.
  - i. A note from an attending certified physician explaining the reason for the absence and the prognosis for an anticipated date to return to work will be required after three (3) consecutive sick day absences. For prolonged absences, periodic written documentation shall be required.
- b. Employees shall be granted the following paid sick days at the beginning of the school year:
  - i. Full-year employees - eighteen (18) days;
  - ii. School-year employees - twelve (12) days.
- c. Unused Sick Leave may be accumulated up to two hundred (200) days. Days in excess of two hundred (200) shall be applied to the Sick Bank
- d. Any sick time used that has not been earned, will be deducted from employee's final pay upon separation from employment.
- e. Requests for extension of paid Sick Leave shall be made in writing to the Superintendent, who shall have the discretion to act upon such requests.
- f. Upon retirement, an employee with fifteen (15) years or more of service will be paid one (1) day for every fifteen (15) days of accumulated sick leave at his/her per diem rate up to 200 days.



- g. Upon retirement, an employee with twenty (20) years or more of service will be paid one (1) day for every ten (10) days of accumulated sick leave at his/her per diem rate up to 200 days.
- h. FMLA leave will run concurrently with accumulated sick leave.

## **2. Sick Bank**

A member who has exhausted his/her/their sick leave shall be allowed to accept sick days contributed by other members of the bargaining unit through the Sick Bank. Guidelines for the Bank shall be subject to the approval of the School Committee.

- a. There will be equal representation on the Sick Bank Committee by the School Committee Members and the Little Compton Educational Support Personnel (LCESP) members. Two (2) members shall be appointed by the Union President and two (2) members, representatives of the School Committee, shall be appointed by the Superintendent (i.e. Human Resources Coordinator and Business Manager).

Decisions of the Sick Bank Committee will be final and may not be appealed using the grievance procedure.

- b. The Sick Bank will be administered in accordance with the following provisions:
  - i. Each September all LCESP members will receive sick leave days, (according to contractual schedule) and will be informed of the amount of accumulated sick days available to them. Unused days over two hundred (200) will be applied to the sick bank in accordance with Article XI of the Collective Bargaining Agreement.
  - ii. b. Upon formation of the Sick Leave Bank, members wishing to participate will donate two (2) days to the bank initially.
  - iii. c. Thereafter, members wishing to belong to the bank will make a voluntary contribution of one (1) sick day within ten days of the opening of school each year.
  - iv. d. Grants from the sick bank shall not exceed the number of days remaining in the school year. An individual may reapply for additional days if necessary. LCESP members may access the sick bank if their accumulated sick leave days fall to five (5) days or fewer.
  - v. e. If the sick days in the bank are depleted, the bank shall be refunded by members volunteering to donate two (2) sick days from his/her accumulated sick leave account.

This will qualify members to become members of the sick bank.

- vi. f. A member shall apply in writing to the Sick Bank Committee: Prolonged major illness – documented by appropriate evidence (prolonger shall be defined as an illness requiring five (5) or more work days.

### **3. Personal Leave**

Two (2) days of paid personal leave will be granted annually. Personal Leave is defined as time necessary for the conduct of personal business which can-not be scheduled other than during school hours. Personal Leave may not be taken the day before or the day after a vacation period or holiday except with prior written permission of the Superintendent. Personal Leave shall be accumulative to three (3) days. Personal leave may be taken in half day increments.

### **4. Maternity Leave**

When illness or disability due to childbearing renders an employee unable to perform her duties, the employee may use her accrued Sick Leave until such time as she is able to return to work.

### **5. Parental Leave**

An employee shall be granted at any time a Parental Leave without pay for up to one (1) year upon expiration of the Maternity Leave or in lieu of Maternity Leave. Parental Leaves shall be granted to either parent for the birth or adoption of a child. Such leaves may be renewed for additional periods of time with the approval of the Superintendent.

### **6. Religious Leave**

At the discretion of the Superintendent, employees may be granted paid leave for religious reasons.

### **7. Bereavement Leave**

Each employee shall be granted leave with full pay for five (5) days for a death in the immediate family. The immediate family shall include father, mother, brother, sister, husband, wife, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren and any person living in the employee's household. Days needed beyond five (5) days may be taken from Sick Leave. The day of the funeral shall be granted with pay for all other relatives. The time to attend the funeral with pay shall be granted for friends, with prior written approval of the Principal. No more than nine (9) total bereavement days shall be taken in a school year.

### **8. Legal Leave**

- a. An employee called for jury duty or summoned for temporary court service in which the personal interest of the member is not involved shall receive the difference in his/her pay for the period of said duty. He/she shall keep any monies paid by the courts for travel or incidental expenses.
- b. Members shall be granted temporary leave of absence with full pay for the time necessary for appearance in any legal proceedings connected with his/her employment or with the school system.

## **9. Paid Days Off**

- a. All employees shall receive full pay for the following paid days off, providing the day falls within the employee's work year:
  - i. New Year's Day
  - ii. Martin Luther King, Jr. Day
  - iii. Washington's Birthday
  - iv. Memorial Day
  - v. Juneteenth National Independence Day
  - vi. Independence Day
  - vii. Victory Day
  - viii. Labor Day
  - ix. Columbus Day
  - x. Veterans Day
  - xi. Day Before Thanksgiving
  - xii. Thanksgiving Day
  - xiii. Friday After Thanksgiving
  - xiv. Christmas Eve
  - xv. Christmas Day
  - xvi. Day After Christmas
  - xvii. New Year's Eve
- b. If a paid day off falls on a Saturday or Sunday and is not observed by the School Department on the preceding Friday or following Monday, any employee who is required to work on that Friday or Monday shall receive a floating paid day off that must be taken in the fiscal year in which it is earned. A schedule of

floating holidays will be published by September 30, indicating which days will be required of full-year employees.

## **10. Vacations**

- a. Full-year personnel shall be granted paid Vacations in the following amounts, as of: July 1<sup>st</sup> of each year.
  - i. Six (6) months to less than one (1) year - five (5) working days;
  - ii. One (1) year to less than five (5) years - ten (10) working days;
  - iii. Five (5) years to less than ten (10) years - fifteen (15) working days;
  - iv. Ten (10) years or more - twenty (20) working days;
  - v. Thirty (30) years or more – twenty-five (25) working days.
- b. Vacation days shall generally be used within the fiscal year that it is earned.
- c. Upon retirement or cessation of employment employees shall be paid for all accrued and unused vacation time, including approved carryovers, if any.
- d. Vacations shall, to the greatest extent possible, be taken during times when school is not in session. All vacation requests shall be submitted to the Principal in writing at least (10) working days prior to the first day of requested vacation time.

## **11. Other Leave**

In circumstances not covered above, employees may request leave with or without pay, which may be granted at the discretion of the Superintendent.

## **12. Benefits During Leave**

- a. An employee on paid leave shall retain all benefits, including seniority, and be granted all pay increases.
- b. Except where otherwise required by law, an employee on unpaid leave may elect to retain all fringe benefits, provided that he/she shall reimburse the Committee for the costs of the benefits.

## **13. Return From Leave**

Upon return from leave, an employee shall be placed in the position which he/she left, if in existence, or if not, to an equivalent position.

## **Article XII. VACANCIES**

When a position is open within the bargaining unit all employees shall be notified by a posting (with a copy sent to the Association President) at least five(5) calendar days before the closing date of applications.

In addition, any notice of vacancy shall be sent, via e-mail, to every member of the bargaining unit. Any person interested in the position must apply, in writing, to the Administration within five (5) working days. All bargaining unit members who apply for a position shall be granted an interview. All appointments will be made based on the applicant's qualifications. If two or more applicants are equal in qualifications, as determined by Administration, the most qualified internal candidate shall prevail.

## **Article XIII. TRANSFERS, PROMOTIONS, LAYOFF AND RECALL**

Consistent with the School Committee's policy concerning professional and support staff hiring, transfer, assignment and layoff and the Rhode Island Department of Education's Basic Education Plan, and other applicable laws, rules, and regulations, the Administration shall duly consider the following categories in determining a transfer, assignment, layoff, or potential recall to employment:

- Advanced Degrees
- Certifications Held
- Other relevant data (may be submitted by member)
- Professional Development each applicant has engaged in within the last three years and the relevance of that professional development
- Participation on professional/district level/school level committees
- Results of most recent annual evaluations

### **1. TRANSFERS**

- a. Transfers are defined as lateral movement from one (1) position or location to another.
- b. It is expressly understood that the Administration may decline transfer of an employee who has submitted a written transfer request regardless of seniority, if, in the Administration's opinion, the interest of the LCSD indicates that the transfer should not be made.
- c. Transfers shall be made by the Administration in its discretion consistent with the Administration's view as to the operations and needs of the district.
- d. In the event that the Administration deems it necessary to transfer an employee or employees on an involuntary basis,

notice of involuntary transfers shall be provided as soon as possible, and not later than ten (10) calendar days in advance (unless an emergency can be proven which necessitates a waiver of the ten (10) day notice).

## **2. PROMOTIONS**

- a. Promotions are defined as higher-paying positions within the bargaining unit, different from that currently held by the employee.
- b. Promotions shall be filled on the basis of qualifications per the job description (including the ability to perform the work), experience and record of previous performance with the School Department.

## **3. LAYOFF AND RECALL**

The Administration has the sole and exclusive prerogative to eliminate or reduce positions in the bargaining unit. When the Administration determines that a layoff is necessary, the Administration shall first determine which position(s) must be eliminated. Thereafter, the Administration shall determine which employee(s) must be laid off.

- a. Employees in the affected job title shall be laid off in reverse seniority order, regardless of hours worked, except that in no case shall the Administration be required, in order to comply with the provisions of this Section, to place an employee in a position for which the employee is not qualified or would be, in the determination of the Superintendent or his/her designee, unable to carry out the job duties satisfactorily and efficiently. When possible, probationary employees will be laid off before non-probationary employees.
- b. Notice of layoff will be provided to the employee by June 1 for the following school year.
- c. Where the above results in a vacancy requiring a longer workday or work year for one or more of the employees retained, the Administration shall seek volunteers to transfer into the position requiring more hours. If there are no volunteers, the least senior employee shall be placed in the vacant position.
- d. Employees shall be sent notice of recall by certified mail to their last reported address (with a copy to the Association). The employee must respond to the recall notice within five (5) workdays of its receipt. Failure to respond within five (5) days of receipt of notification shall result in forfeiture of any and all recall

rights. An employee accepting recall shall be given ten (10) workdays to return to work. Employees returning from a layoff shall not be subject to a probationary period.

The available position may be offered to the second most qualified employee, if the first employee declines to accept it within the specified time period, or, if the certified mail notice to the first employee is returned as unclaimed or undelivered and reasonable efforts to provide some other form of actual notice to that first employee have proven unsuccessful.

Employees shall not remain on the recall list for more than one (1) year.

Seniority shall be broken if the employee refuses to accept recall (except to a lower paying position).

#### **Article XIV. WORKING CONDITIONS**

##### **1. Work Year**

- a. The work year of the School Administrative Assistant shall be a twelve (12) month employee.
- b. The work year of the Custodians shall be twelve (12) months, with holiday and summer adjustments.
- c. The work year of the Teacher Assistants and Technical Support/Teacher Assistants shall be equal to the student's year. All Teacher Assistants and Technical Support/Teacher Assistants shall attend Professional Development and/or Orientation day with pay at the request of the Principal.  
Additional work during the summer may be required for the Technical Support/Teacher Assistant Position.
- d. Office Clerk: The work year of the Office Clerk shall be equal to the student's year. The Office Clerk shall attend Professional Development and/or Orientation Day with pay at the request of the Superintendent.

##### **2. Work Day**

- a. The work day of the School Administrative Assistant shall be eight (8) hours, beginning at 7:30 A.M. and ending at 3:30 P.M. or an 8-hour schedule assigned by the Administration with one week written notice for adjustments in schedule.
- b. The workday of the Head Custodian shall be eight (8) hours per day. Two other custodians shall work 8 hours per day and another custodian shall work at least 4 hours per day.

Employees will be given one-week written notice for adjustments in the schedule.

- i. The Administration may hire an additional custodian(s) for summer work outside of this contract as long as LCESP members maintain their contractual hours. The additional custodial staff shall be employed for work that would be overtime for the bargaining members. The pay rate and hours of additional summer custodial staff will be determined by the Superintendent.
- c. The workday of the Teacher Assistants and Technical Support/Teacher Assistants shall be at least six and one half (6 ½) hours per day.
- d. The workday of employees working four (4) consecutive hours shall include one thirty (30) minute duty free lunch period. The workday of employees working six and one half (6) consecutive hours shall include one thirty (30) minute duty free lunch period and two (2) fifteen (15) minute breaks per day. The workday of employees working eight (8) or more consecutive hours shall include a 60-minute break (lunch included).
- e. Time and one-half shall be paid for all work performed in excess of eight (8) hours per day.
- f. On days when school is delayed, or closes early because of inclement weather or other emergency, employees may be permitted to arrive late, but at the same time as students, or leave early, but not prior to students leaving, at the discretion of the Superintendent of Schools without loss of their daily pay. If an employee is asked to come in earlier than students during a start of school delay, or to stay beyond an early school dismissal, they will be paid the overtime rate of one and one half (1.5) times their hourly rate, even if the daily total hours are equal to or less than eight (8).
- g. On days when school is cancelled due to inclement weather, the School Administrative Assistant and Technical Support/Teacher Assistant shall have the following options: 1. work from home and be paid normal wage, or 2. use a personal day or vacation day and be paid normal wage
- h. A Teacher Assistant who is assigned by the building Principal to fill in as a substitute teacher must meet the qualifications of a Teacher substitute (per RIDE guidelines). The rate of pay for the reassigned portion of the TA's day shall be equivalent to time plus one-half (1.5) of the TA's current hourly rate.



3. Out-of-district children of LCESP members may attend Little Compton school system grades K-8 without cost or transportation so long as there is not additional cost to the district to do so.

#### **Article XV. PERSONNEL FILE**

1. The School Department shall maintain one (1) personnel file for each employee.
2. Such file shall contain copies of personnel transactions, official correspondence with the employee and other relevant documents.
3. A designated member of the Association, having written authorization from the employee concerned, may examine the personnel file of that employee.
4. An employee shall have the right to examine his/her personnel file at any time during normal business hours.
5. Upon request, the administration shall provide employees with copies of documents in his/her personnel file.
6. No anonymous material shall be placed in the employee's personnel file.
7. Materials shown to be false or unsubstantiated shall be removed from the employee's personnel file.
8. An employee may have relevant material placed in his/her personnel file by delivering a copy to the administration.
9. Any additions or changes to the personnel file shall be promptly called to the employee's attention.
10. An employee shall have the right to attach any relevant comments to anything contained in his/her personnel file.

#### **Article XVI. BENEFITS**

The School Committee shall provide the following to all members of the bargaining unit, without cost (unless otherwise indicated):

##### **1. Health and Dental Insurance**

- a. To those members of the bargaining unit currently receiving coverage the Committee shall provide health insurance coverage as outlined in attached benefit summary (with Student to 26 and chiropractic riders) and a dental insurance plan "Levels 1, 11 and IV" (One Family Plan or Individual Plans, as appropriate).
- b. The Committee shall provide the following contributions to the said medical\* and dental insurance to bargaining unit employees in the following categories:

**DAY Work Hours**

**Contribution**

4 to less than 6

pro-rated in proportion to full time employment

6 or more

100% subject to the following co-payments: 18% of premium

- c. Employee contributions shall to the extent possible be treated as pre-tax dollars. The Committee may substitute substantially equivalent health coverage with the current or a new provider, group, carrier or trust with the mutual consent of the LCESP Union. Such mutual consent shall not be unreasonably withheld.
- d. The above-noted percentage contributions will not be decreased during the term of this Agreement if there is a reduction in the daily work hours of the employee.

An employee who does not opt for healthcare from the school committee shall receive \$2,000. annually from the committee. The \$2,000 shall be pro-rated according to hours of work in accordance with 17.1.2.

- e. There will be a \$250 deductible for a single plan and \$500 deductible for a family plan.
- f. A Vision Rider will be added to the Healthcare plan.
- g. A healthcare flexible spending account (FSA) benefit program shall utilize the provision of Section 125 of the IRS Code.

**2. Life Insurance**

\$50,000 term life insurance will be provided to eligible employees as described in the Employee Document dated 8/31/95 and the Group Certificate of Insurance dated 7/20/95.

**3. Social Security**

**4. Workers' Compensation**

**5. Retirement**

Bargaining unit employees who retire from the School Department with at least twenty (20) years of service will be reimbursed for their cost of health insurance for a period of three (3) years or until age 65, or Medicare eligible whichever comes first, at an annual sum not to exceed Two thousand (\$2,000) dollars.

## **Article XVII. GENERAL**

1. Longevity calculated on June 30th each year.
2. Any mandated courses required to hold a job, shall be paid in full and also include travel costs for courses off-site.

Any employee who successfully completes a course which will enable him/her to improve his/her present job skills may apply for tuition reimbursement, such reimbursement to be approved at the discretion of the Superintendent of Schools.

## **Article XVIII. PAYROLL SCHEDULE**

All employees shall be paid biweekly.

## **Article XIX. PERSONAL INJURY**

1. When an employee is absent as a result of an on-the-job injury or assault, the absence shall be considered as being primarily covered under Workers' Compensation.
2. The Superintendent, in his/her/their discretion, may make up the difference between Workers' Compensation and the employee's regular pay. The employee may apply unused Sick Leave in order to receive that differential.

## **Article XX. TRAVEL ALLOWANCE**

All employees required to use their personal automobiles for work shall be reimbursed at the IRS rate for travel.

## **Article XXI. SAVINGS CLAUSE**

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.

## **Article XXII. DURATION**

The provisions of this Agreement shall be effective beginning July 1, 2024 and shall remain in effect through June 30, 2027.

**IN WITNESS WHEREOF**, the parties hereunto set their hands this

28<sup>th</sup> day of June, 2024.

BY:   
\_\_\_\_\_  
Joshua Guay, For the Little Compton Education Support  
Personnel/NEARI/NEA

BY:   
\_\_\_\_\_  
Travis Auty, For the Little Compton School Committee

**Appendix A. PAY SCHEDULE**

<b>Position</b>	<b>2024-2025</b> 2%	<b>2025-2026</b> 2%	<b>2026-2027</b> 2%
School Administrative Assistant	\$28.73	\$29.31	\$29.89
Head Custodian	\$29.44	\$30.03	\$30.63
Custodian	\$22.61	\$23.07	\$23.53
Teacher Assistant	\$22.61	\$23.07	\$23.53
Technical Support/Teacher Assistant	\$28.73	\$29.31	\$29.89

Head Custodian position will be posted every three (3) years

**Premium Pay:** Three hundred dollars (\$300) annually shall be paid to any member who holds an active, required license which is mandated to perform any duty. Examples of areas of licensure include Asbestos, Drinking Water, Treated Water and/or Wastewater, or additional licensing required for Student Support Services, such as crisis intervention

**Stipends:** The LCSC will pay stipends for additional maintenance tasks the Head Custodian performs as follows:

1. \$100 per month for management of HVAC-related tasks
2. \$150 per month for overseeing VSS-related tasks (some of which can be delegated to other members who hold the certificate).
3. \$150 per month for co-ordination and management of Capital Improvement Plan projects
4. \$50 per month for management of AHERA regulation compliance.

<b>DEGREE LANES</b>	<b>2024-2027</b>
Associate's degree	\$700.00
Bachelor's degree	\$1100
Master's degree	\$1500

## Appendix B. LONGEVITY

<u>Years of Service</u>	<u>2024-2027 Percentage of Base Salary</u>
Over 15 years	4.5%

**MEMORANDUM OF AGREEMENT BETWEEN  
THE LITTLE COMPTON SCHOOL COMMITTEE AND  
THE NEA/LITTLE COMPTON EDUCATIONAL SUPPORT PERSONNEL**

This Memorandum of Agreement between the Little Compton School Committee (“the Committee”) and the NEA/Little Compton Educational Support Personnel (“LCESP”) is entered into as of this 28<sup>th</sup> day of June 2024.

WHEREAS, the Committee and the LCESP are parties to a collective bargaining agreement;

WHEREAS, as part of a new collective bargaining agreement entered the parties have agreed to offer an early retirement incentive;

WHEREAS, one hundred percent participation (100%) of eligible employees in this early retirement incentive is a condition precedent of both this early retirement incentive and the execution of the new collective bargaining agreement;

WHEREAS, Section 16.5, Retirement, of the collective bargaining agreement allows "Bargaining unit employees who retire from the School Department with at least (20) years of service will be reimbursed for their cost of health insurance for a period of (3) years or until age 65, or Medicare eligible, whichever comes first at an annual sum not to exceed two thousand (\$2,000) dollars."

WHEREAS, Section 11.1.7 of the collective bargaining agreement allows "Upon retirement, an employee with twenty (20) years or more of service will be paid one (1) day for every ten (10) days of accumulated sick leave at his/her per diem rate up to 200 days."

WHEREAS, Section 11.10.2 of the collective bargaining agreement allows "Upon retirement or cessation of employment employees shall be paid for all accrued and unused vacation time, including approved carryovers, if any."

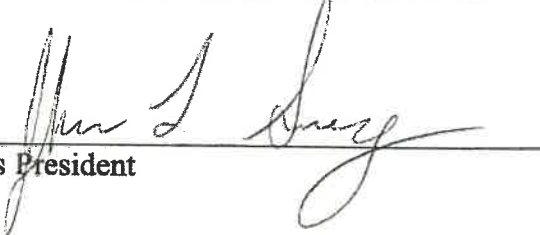
NOW, THEREFORE, it is agreed as follows:

1. The Committee will offer an early retirement incentive for members of the LCESP over the age of 62 with at least (ten) 10 years of service to the Committee who retire by December 31, 2024. In order for this early retirement incentive to take effect, all eligible employees must notify the Superintendent in writing by June 30, 2024, of their irrevocable participation in the early retirement incentive. The "Retirement Date" for any employee participating in the early retirement incentive shall be on or before December 31, 2024.
2. In lieu of Section 16.5, the Committee shall pay the individual health care premium less the employee's co-share for any employee eligible for this early retirement incentive who has not yet attained age sixty-five for the employee's (individual) health plan during Fiscal Year 2025 (1 July 2024 - 30 June 2025). The Committee will pay for an individual

health plan, less the employee's co-share, until the month of Medicare eligibility, at which time the Committee's obligation to provide any health plan shall end. The employee shall make timely payments on a monthly basis to the Committee of the employee's co-share, and failure to do so after notice and thirty-days to cure shall result in the termination of the employee's health plan.

3. Pursuant to Section 11.1.7, the Committee shall pay any employee participating in the early retirement incentive one day for every ten sick days accrued and unused as of the Retirement Date.
4. Pursuant to Section 11.10.2, the Committee shall pay any employee participating in the early retirement incentive for all vacation days accrued and unused as of the employee's Retirement Date.
5. This Memorandum of Agreement represents the complete agreement of the parties with regard to the benefits accruing to any employee participating in the early retirement incentive notwithstanding any provision in the collective bargaining in effect as of the date of this Memorandum of Agreement to the contrary. This Memorandum of Agreement may not be amended except by a writing signed by both parties and shall not constitute a past practice.

NEA/LITTLE COMPTON EMPLOYEE  
EMPLOYEE SUPPORT PERSONNEL



Its President

LITTLE COMPTON SCHOOL  
COMMITTEE



Its Chair