

**AGREEMENT BETWEEN
LINCOLN SCHOOL COMMITTEE
AND
RI COUNCIL 94, AFSCME, AFL-CIO
ON BEHALF OF
LINCOLN SCHOOL DEPARTMENT EMPLOYEES,
LOCAL 2671**

JULY 1, 2024 – JUNE 30, 2027

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AGREEMENT

This agreement entered into this _____ day of _____ 2024, by and between the Lincoln School Committee, (hereinafter referred to as the Employer or Lincoln School Department) and Rhode Island Council 94, AFSCME, AFL-CIO, on behalf of Local 2671, (hereinafter referred to as the Union), the parties agree as follows:

PURPOSE

Whereas, it is the desire of the parties to this agreement to promote mutual cooperation and understanding to establish an equitable and peaceful procedure for the resolution of differences and further agree that good personnel relations through a stabilized Union relation are essential to carry out this end.

ARTICLE 1 RECOGNITION

1.1 The Employer recognizes the Lincoln School Employees Union, Rhode Island Council 94, AFSCME, AFL-CIO, Local 2671, as sole and exclusive bargaining agent with respect to wages, hours, and conditions of employment for all employees within the bargaining unit as described in the petition in Case No. EE-1981, State Labor Relations Board viz.

All employees of the School Department including Maintenance Person, Lead Maintenance, Licensed Tradesperson, Custodian, Inventory Control Clerk, Groundskeeper/Custodian, Principal Secretary, Secretary I/Bookkeeper, Secretary I, Secretary II, Teacher Assistants, Medical Assistants, Certified Occupational Therapy Assistants Physical Therapy Assistants, Licensed Practical Nurses, and Registered Behavioral Therapists, Payroll and Senior Accounting Technician. It excludes

Supervisors, Directors, Director of Human Resources, Human Resource Assistant, Part-time Aides, Certified Teaching Personnel, and the Confidential Secretary to the Superintendent of Schools.

ARTICLE 2

NON-DISCRIMINATION CLAUSE

- 2.1** The Employer and the Union agree not to discriminate in any way against employees covered by this agreement on account of race, religion, creed, color, sex, age, marital status, handicap, or political affiliation.
- 2.2** All references to employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees, and wherever the female gender is used, it shall be construed to include female and male employees.
- 2.3** The Union shall not discriminate against any employee in the administration of this agreement because of non-membership to the Union.
- 2.4** The Employer agrees that no employee shall be discriminated against, intimidated or coerced in the exercise of his or her right to bargain collectively through the Union, or on account of his or her membership in or activities on behalf of the Union.
- 2.5** Any question or concerns regarding the above sections should be addressed to:
Title IX E.E.O. compliance officer, 1624 Lonsdale Avenue, Lincoln, R.I. 02865,
phone 401-721-3300.

ARTICLE 3

UNION SECURITY AND DUES DEDUCTION

- 3.1** The School Committee agrees to the adoption of a Union Check-Off System whereby the Union dues and/or Service Fees will be automatically withheld from the employee's pay at

source in equal amounts from each pay, either weekly, bi-weekly or otherwise, as the frequency of the pay period may require. Such withholdings from Union dues are to be transmitted to the Rhode Island Council 94, AFSCME, AFL-CIO, 1179 Charles Street, North Providence, R.I. 02904.

3.2 Employees shall complete a one hundred twenty (120) calendar days probationary period.

3.3 Membership in the Union shall be determined by each employee. The Union shall be promptly notified of any new hires, and Union representatives shall be provided an opportunity to meet with them. Dues shall be deducted from an employee's pay only upon receipt of a signed authorization card.

3.4 The Union will notify the Employer thirty (30) days prior to any change in the amount of dues and service charges to be deducted from the employee's pay.

3.5 During the first year of this Agreement, no person outside the bargaining unit other than substitute employees shall perform work normally performed by employees within the bargaining unit.

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

ARTICLE 4

MANAGEMENT RIGHTS

4.1 It is understood and agreed by the parties that the Employer possesses the sole right to operate and manage the Lincoln School System and nothing in this agreement shall deprive the Lincoln School Committee of its responsibilities delegated to it by the Laws of the State of Rhode

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4.2 Subject to express provisions of this agreement, the Management of the property and equipment and the direction of the working forces is vested exclusively in the Employer. Rights of the Employer include, but are not limited to, the rights to hire, to promote, to suspend, to discipline or to discharge for cause, to transfer or layoff because of lack of work or other legitimate reasons, to determine the location of schools or any department thereof, to determine the method, processes and means of operations, and to determine what constitutes good and efficient practice or operation.

ARTICLE 5 **HOURS OF WORK**

5.1 The Employees, in this agreement, are 12 month employees and 185 day employees.

5.2 It is hereby agreed that all employees shall have one of the following work weeks and/or work days as follows:

- a. Principal Administrative Assistant, Administrative Assistant I and II, Administrative Assistant I/Bookkeeper, Senior Accounting Technician, Payroll Technician, Nursing Assistants and Teacher Assistants.

Thirty-five (35) hours per week, five (5) consecutive days, Monday through Friday, between the hours of 7:00 a.m. to 4:30 p.m. excluding one-half hour for lunch. Above hours shall be year round for twelve (12) month employees except summer hours, which shall be from 7:00 a.m. – 3:30 p.m.

- b. Maintenance Person, Groundskeeper/Custodian, Custodian, Custodian Lead and Inventory Control Clerk.

Forty (40) hours per week, five (5) consecutive days, Monday through Friday, year-round excluding one-half hour for lunch.

The hours of work shall be as follows:

- | | |
|--|------------------------|
| 1. Maintenance Person (middle school) | 1:30 p.m. – 10:00 p.m. |
| 2. Maintenance Person
(District Wide/High School) | 6:00 a.m. – 2:30 p.m. |
| 2a. Maintenance Person (LHS split shift) | 9:00 a.m. – 5:30 p.m. |

3. Groundskeeper/Custodian	6:00 a.m. – 2:30 p.m.
4. Custodian	6:00 a.m. – 2:30 p.m.
4a. Custodian Split Shift (Northern Elementary)	11:00 a.m. – 7:30 p.m.
5. Inventory Control Clerk	6:00 a.m. – 2:30 p.m.

The hours for second shift shall be 2:30 p.m.– 11:00 p.m.

On the day before school opens and on the last day of school, the hours for the second shift shall be 1:00 p.m. – 9:30 p.m.

During the Holiday, Winter and the Spring recess periods, the hours for the second shift shall be 6:00 a.m. - 2:30 p.m. with one-half (1/2) hour for lunch excepting at least one such employee may be required to remain on 2:30 p.m. – 11:00 p.m shift in the discretion of the Superintendent or designee to attend to special events.

When schools close as a result of inclement weather or other emergencies, the Superintendent or his designee shall have discretion to shift second shift custodian assigned work hours to 10:00 a.m. - 6:30 p.m. with one-half (1/2) hour for lunch.

- c. The summer hours for all custodial, maintenance and grounds staff shall be 6:00 a.m. – 2:30 p.m.

5.3 All employees covered by this agreement shall be granted a fifteen (15) minute break period during the first half and during the second half of their work day.

5.4 It is recognized that the hours of work and work schedules have been negotiated between the School Department and the Union and they shall remain in full force and effect. In the event it becomes necessary to change the scheduled work hours, in any area, the School Department shall notify the Union and the parties hereto shall make every effort to mutually agree on the hours for such schedule and fix the hours subject to the grievance and arbitration provisions of this agreement.

5.5 No employee who has performed work before or after scheduled shift hours will have the right or will be required by the School Department by reason thereof, to take time off to equalize their working hours.

5.6 At the discretion of the Administration, a custodian may be assigned to one or more approved, non-school related scheduled events that require a paid admission and to those major

school events to which custodians have normally been assigned with the approval of the Superintendent or his/her designee. Examples: dances, drama, variety shows, sporting events and all major school usage events.

5.7 An employee who has given faithful service as judged by work record and evaluations in the employ of the Employer and has become unable to handle his or her regular work shall be given part-time work, if available, at the employee's regular rate, provided, however, that said employee has secured clearance by a licensed medical physician. The clearance shall clearly indicate that the employee is capable of performing such part-time work. The Employer may require, at no expense to the employee, a secure independent medical confirmation of the employee's medical clearance.

5.8 Full-time employees are employees covered by this agreement and who work more than twenty (20) hours per week and have been appointed by action of the Town of Lincoln School Committee.

5.9 Part-time employees are employees who work less than twenty (20) hours per week. Part-time employees are not covered by the provisions of this agreement. However, part-time employees who work more than twenty (20) hours per week for six (6) consecutive months or more shall be covered by the provisions of this agreement.

5.10 All members of the bargaining unit shall be required to comply with the District's time keeping system.

ARTICLE 6

OVERTIME

6.1 Time and one-half (1-1/2) shall be paid for all hours worked in excess of employee's standard work day and work week.

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- 6.2 Time and one-half (1-1/2), in addition to regular vacation pay, shall be paid to an employee who has been called back to work on a vacation day.
- 6.3 Time and one-half (1-1/2) shall be paid for all hours worked on a Saturday.
- 6.4 Double time shall be paid for all hours worked on a Sunday or listed holidays.
- 6.5 Any employee may pursue compensatory time at time and one-half (1-1/2) rather than overtime if mutually agreed to by both the employee and the employer.
- 6.6 Overtime work is to be made a matter of record and distributed fairly and equitably among employees in their respective division and class of position on a rotating basis.
- 6.7 If there are no employees available for overtime within their division then said overtime will be distributed among employees from all other divisions by class of position on a rotating basis.
- 6.8A record of overtime shall be furnished to the President of the Union upon request with reasonable advance notice.
- 6.9 Hours of work and tours of duty shall not be changed solely for the purpose of avoiding the payment of overtime.
- 6.10 All overtime work must be approved in advance by the administrator of the building in which the work is to be done or by the Director of Non-Instructional Operations.

ARTICLE 7

SHIFT DIFFERENTIAL

- 7.1 All employees who work the "evening tour of duty" shall receive an additional five (5%) percent wage premium over their hourly rate of pay. The "evening tour of duty" shall mean those hours worked between 11:00 a.m. and 11:00 p.m.

ARTICLE 8
CALL-IN-PAY

8.1 Employees who are called in to report for work, after having left their place of employment outside their regular scheduled work hours, shall receive no less than three (3) hours pay at their overtime rate, unless such call back is due to the negligence of the employee.

ARTICLE 9
HOLIDAYS

9.1 All twelve (12) month employees covered by this agreement shall be entitled to the following paid holidays:

- | | |
|---------------------------|-----------------------------------|
| 1. New Year's Day | 11. Columbus Day |
| 2. Martin Luther King Day | 12. Veterans' Day |
| *3. Lincoln's Birthday | 13. Thanksgiving Day |
| 4. President's Day | 14. Friday after Thanksgiving |
| 5. Good Friday | 15. The full day before Christmas |
| 6. Memorial Day | If it is a regular work day. |
| 7. Juneteenth | 16. Christmas Day |
| 8. Independence Day | 17. The full day before New Years |
| 9. Victory Day | if it is a regular work day. |
| 10. Labor Day | |

9.2 All 185 day employees covered by this agreement shall be entitled to the following paid holidays:

- | | |
|---|----------------------|
| 1, New Year's Day | 7. Labor Day |
| 2. Martin Luther King Day | 8. Columbus Day |
| *3. Lincoln's Birthday | 9. Veterans' Day |
| 4. Good Friday | 10. Thanksgiving Day |
| 5. Memorial Day | 11. Christmas Day |
| 6. Juneteenth (if their work schedule
extends beyond June 19, excluding PD days) | |

*In lieu of Lincoln's Birthday, employees covered by this agreement shall be granted an additional personal day, which must be used in a full-day increment.

9.3 Members of the bargaining unit who are on requested unpaid leave will not be eligible to

receive holiday or sick leave pay during their absence.

9.4 If the paid holiday falls on a Saturday or Sunday, employees shall receive an additional day off or an additional day's pay at the discretion of the Superintendent.

9.5 Whenever an employee works on a holiday which falls on one of his or her scheduled days off he or she shall be credited with the number of hours for one day in his or her official work schedule plus the number of hours actually worked. The hours actually worked shall be compensated at the rate of one and one-half times.

9.6 If a holiday falls on a regularly scheduled work day within an employee's vacation period, the employee shall not be charged annual leave for his or her absence on that day.

9.7 If any school is being used for voting during statewide and national elections, all schools shall be closed. However, any employee who remains working shall receive a comp day to be used within ninety (90) days.

ARTICLE 10

SENIORITY

10.1 Seniority shall be defined as the length of continuous service with the School Department computed from the employee's date of appointment by the School Committee regardless of classification.

10.2 If two or more persons are appointed by the Lincoln School Department on the same day, they shall have their seniority determined by lot in the presence of one representative determined by the Union and one representative determined by the Employer.

10.3 Employees will not start work prior to being appointed by the School Committee.

10.4 It is hereby agreed that the parties hereto recognize and accept the principles of seniority, as defined in Article 10.1, within a classification in all cases of shift preference, job assignment,

vacation and days off.

10.5 The Employer shall establish a seniority list of all support personnel on a bi-annual basis and a copy of said list shall be given to the President of the Union on October 1st and April 1st of each year.

10.6 Employees who take another job with the Employer, but outside the bargaining unit, will not accumulate seniority while outside the Union, but shall retrieve the seniority he or she formerly held if he or she returns to the original bargaining unit within one (1) year.

10.7 Seniority shall be cumulative during the period of layoff up to one (1) year.

10.8 An employee who is laid off and recalled within a single fiscal year shall return to the step that he or she left.

10.9 An employee shall forfeit all seniority rights that accrued to him or her if he or she:

- a. terminates his or her employment voluntarily;
- b. is discharged for just cause;
- c. fails to give notice as required under the heading "recall" as set forth herein, or
- d. has been laid off for more than two (2) consecutive years.

10.10 Whenever a reduction in work force becomes necessary, employees will be laid off in order of their seniority and the employee with the least seniority in his or her classification shall be laid off first. Employees subject to layoff shall have the right to bump any employee with less seniority in their classification.

10.11 For Layoffs ONLY, when the least senior employee in the affected classification is subject to layoff or subject to layoff due to bumping, then said employee shall have the right to bump the least senior employee within the relevant group listed below, if qualified for said position:

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Group 1 – Support Staff
Senior Accounting Technician
Accounting Technician
Payroll Clerk

Group 2 – Custodian/Maintenance
Maintenance/Utility Person
Inventory Control Clerk
Groundskeeper/Custodian
Custodian

Group 3 – Administrative Assistant
Principal Administrative Assistant
Administrative Assistant I
Administrative Assistant/Bookkeeper
Administrative Assistant II
Medical Assistant
Registered Behavioral Therapist

Employees may waive bumping rights and elect to take the layoff.

10.12 Employees who are laid off in a lower classification may apply for a vacancy in a higher classification. Qualifications being equal, the senior employee shall be appointed if the employee is qualified.

10.13 Whenever it becomes necessary to increase the work force, laid off employees shall be recalled in order of their seniority, provided that the employee who is recalled is qualified and can perform the duties of the job called to.

10.14 For the purpose of this article, job abolishment shall be considered as a layoff.

10.15 If the employee and/or employees who are on layoff are recalled within one year, then they shall return to their former position, if it exists, and the employee and/or employees who exercised their seniority to bump said employees shall return to the position that they had prior to the layoff.

10.16 All employees shall be entitled to a four week notice of layoff.

10.17 When an employee is to be recalled, he or she shall be notified by the Employer by certified

mail, return receipt requested. The employee shall notify the Employer in writing, within ten (10) calendar days after the date of receipt of the certified letter as to whether or not he/she intends to return to work. Failure by the employee to notify the Employer of the employee's intention to return or not to return to work shall be deemed to be cause for termination of employment. If the employee has notified the Employer of his or her intention to return to work any time within the ten (10) calendar day period of the receipt of the aforementioned certified letter, the employee shall be re-employed. No new employee shall be hired when any laid off employee who is qualified for the position is on layoff status.

10.18 The Employer may rotate or redeploy Custodial staff from one location to another as it deems necessary under the following formula:

1. By seniority (volunteer of least senior)
2. No rotation or redeployment shall be used to prohibit the use of overtime except through the use of a floater.
3. No rotation or redeployment can be used for punitive purposes.
4. Before any member of the Custodial staff can be redeployed or rotated, the Employer must utilize its floaters first.

10.19 All job classifications should have an accurate job description, including job qualifications and said description should be included on all postings.

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ARTICLE 11
POSTING & FILLING OF VACANCIES AND TESTING

11.1 All new and vacant positions shall be sent by electronic means within ten (10) calendar days of their occurrence to all union employees. Said positions shall remain open for a period of ten (10) calendar days during the school year and fifteen (15) calendar days during the summer. The positions shall be filled within thirty (30) days after the close of the bid.

11.2 All time limits may be waived by mutual agreement.

11.3 With respect to lateral moves, all employees, other than Teacher Assistants, may bid for and/or transfer to another job within the bargaining unit. For all moves, that are lateral, with the exception of Teacher Assistants, job selection shall be based on the employee's seniority status as set forth in this Agreement and shall not require an interview.

11.4 Any employee that bids and is selected for a vacant position must be able to report for work and must begin work in the new position within ten (10) working days. If the employee is unable to begin in that time frame or does not begin in that time frame, then the position will be re-posted for bid and the original employee selected will remain in his/her current position.

11.5 With respect to promotions, and the filling of vacancies or new jobs (caused by reasons other than layoff or leave of absence) other than lateral transfers, it is agreed that employees who desire to bid will do so in writing on forms supplied by the Employer. Such forms shall designate the job classifications, the rate of pay, the shift, and the location of the job. A copy of the form shall be furnished to the Employer, to the Local Union, and to the employee bidding for the position. Once the bidding is closed, the Employer shall select and/or promote and/or transfer the employee who meets the qualifications, and qualifications being equal, the employee with the most seniority.

The Employer and only the Employer shall have the sole right to determine which

employee is most qualified. If no applicant from the bargaining unit meets the qualifications as specified in the bid, then the Employer has the right to select an applicant from outside the bargaining unit.

11.6 Whenever a job requirement is upgraded because of new equipment and/or technology, the Employer will provide in-house training for incumbents in the affected position to develop the necessary skills. For promotions, however, only qualified applicants will be considered unless the skills of the new job can be acquired by the employee within a thirty (30) day period in accordance with Section 11.7 of this agreement. The Employer reserves the right to require fully qualified applicants when it is determined that the skills of the new job cannot be acquired within said thirty (30) day period. (Example: promotions being: Custodian, Inventory Control or Groundskeeper to General Maintenance, Utility Person; Custodian to Lead Custodian 2nd Shift; Administrative Assistant I or Administrative Assistant II to Principal's Administrative Assistant; Teacher Assistant to Administrative Assistant).

11.7 If an employee, within a trial period of sixty (60) days, fails to acquire the skills for a new job or if a request is made by the employee within that time to return to his/her former position, he/she will be returned to his/her former position. The vacancy thus created shall be filled by the Employer using the remaining names of applicants compiled from the initial posting. If any such employee is removed at the end of the trial period, the employee shall have the right to grieve said removal.

11.8 When a position becomes vacant for reasons of retirement, termination of employment or other reasons, such position shall not be filled with a temporary employee. However, a temporary employee may be used during the posting period and until the position is filled in accordance with the timeliness outlined in Article 11.

11.9 For Teacher Assistant positions vacated after the start of the school year, the vacated

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position will not be posted internally from within the bargaining unit, but will be posted and filled by advertising and hiring from outside the bargaining unit until the close of the school year. Said employee(s) who are hired externally shall be permanent employees of bargaining unit Local 2671. These positions will be filled only until the end of the school year whereby the position(s) shall be added to the job fair to be bid on accordingly by members of the Local 2671 bargaining unit.

11.9.1 Any lateral transfer into a Teacher Assistant's position shall be subject to a successful interview with the site based administrator or designee.

11.10 The School Department will provide the Union with the name, address, date of hire and job location of all new employees within thirty (30) days of their date of appointment.

11.11a Temporary employees are those employees hired for a period of no more than sixty (60) working days. After the sixty (60) working days, the position will be posted and filled immediately in accordance with the Contract. If the position is not determined to be necessary, the temporary employee will be released on the sixty-first (61st) working day, unless mutually agreed upon by the parties.

11.11b No temporary employee can work more than sixty (60) working days in the same position unless mutually agreed upon by the parties. There will be no compounding of employees beyond sixty (60) working days for the same position unless mutually agreed upon by the parties.

11.11c Once appointed by the School Committee, employees shall receive the proper rate of pay for their classification retroactive to the effective date as approved by the School Committee resolution and action.

11.11d Former employees who retired in good standing may be hired as temporary employees at the first step of the pay schedule.

11.12 Testing

- (a) The Superintendent shall review and revise promotional exams yearly to ensure that each exam is responsive to the qualifications, duties and responsibilities for each position with prior notification to the Union.
- (b) All notices for exams shall be posted in all District and Union bulletin boards for a period of ten (10) working days and the notice will list the time, place, date, etc.
- (c) All promotional exam notices shall list the minimum qualifications for said exam, and the weight of all aspects for this exam.
- (d) When applying for a position within an employee's classification, testing will not be required.
- (e) Each employee can request his/her result scores from the Superintendent. The Superintendent or his/her designee will comply with said request.

ARTICLE 12

TEACHER ASSISTANTS

12.1 Teacher Assistants may be assigned to support special education students; however, this does not preclude them from helping regular education student(s) within the context of the educational environment.

A. Teacher Assistant positions - There shall be two (2) categories:

- 1. Teacher Assistant classroom assignment
- 2. Teacher Assistant special assignment (to mean handicapped or any other assignment other than a self-contained classroom assignment).

B. Teacher Assistant:

- 1. If a classroom moves, the affected Teacher Assistant moves - no posting required.
- 2. If a classroom closes and another classroom opens, the new position will be posted and seniority and qualifications will prevail.
- 3. If a 1:1 Teacher Assistant has to be reassigned when his or her student is out five (5) or more days, they will be reassigned to a school with similar work hours. Teacher Assistants located in the Middle School or High School may only be reassigned to either the Middle School or High School. Teacher Assistants located in Elementary School may only be reassigned to another Elementary School.

4. In the event a Teacher Assistant becomes displaced during the school year, he/she will be placed in a temporary assignment by the Director of Student Services for the remainder of that school year. If no placement is available, Article 10.10 will be enforced.

5. Local Education Agency Support Staff Agreement (LEA)

- A. Teacher Assistants applying for reassignment, transfer and/or recall shall list the positions in which they are interested.
- B. All Teacher Assistants on the recall list must be recalled prior to the LEA appointing new Teacher Assistants.
- C. The LEA shall require all Teacher Assistants to participate in professional development that is structured and coordinated to ensure that all support staff meet their individual and district goals. The LEA shall monitor and evaluate the effectiveness of professional development and make necessary changes to support individual growth and the effectiveness of resources.
- D. Teacher Assistants applying for a vacancy shall be selected by the Superintendent. The Superintendent shall use objective criteria in filling the vacancy. The criteria are the applicant's past three evaluations, qualifications and seniority. If the most senior applicant with the required qualifications is not appointed, the Superintendent will indicate in writing the specific reasons why the evaluations prevented the Superintendent from appointing the most senior employee. The decision of the Superintendent shall be subject to the grievance and arbitration procedure.
- E. The parties agree that there shall be a language re-opener for this Support Staff Agreement only, effective July 1, 2012.

6. Any Teacher Assistant on leave of absence, and covered by this agreement, who wishes to participate in the Job Fair held in that year, must be able and available for work on the first day of school in that year.

7. Any Teacher Assistant returning from a leave of absence will return to his or her current position. If the position no longer exists, he or she will be reassigned by the Director of Student Services for the remainder of the school year.

C. Chain of Command is as follows:

- i. Elementary Schools:
 - a. Educator
 - b. Principal
 - c. Human Resources Administrator
- ii. Middle School/High School:
 - a. Educator
 - b. Assistant Principal
 - c. Principal
 - d. Human Resources Administrator

One-on-one Teacher Assistants must report directly to the case manager's classroom at the beginning and the end of each school day.

Duties:

- Perform those instructional, functional and behavioral supports as assigned by the Educator, Principal and Special Education Administrator.
- Work with groups of students reinforcing the Educator's planned and directed activities.
- Perform those services necessary to help the teacher in his/her instructional lessons.
- Assist special needs students throughout the day with their daily living skills this includes, but is not limited to life skills and executive functioning skills.
- Perform all related tasks as assigned by the Special Education Case Manager,



Principal and/or Assistant Principal and Special Education Administrator.

D. Being left alone in the classroom:

Teacher Assistants may be left in charge of a classroom (or other areas/activities) with students for up to fifteen (15) minutes when a teacher is called away from his/her classroom.

E. Special Training:

1. The Administration and the Union shall set up a Professional Development Committee which will provide input to the Administration relative to training and professional development opportunities provided by the Administration. The Administration agrees to offer free to all full-time Teacher Assistants professional development and training opportunities.

2. If requirements of an IEP change during the school year, and the current Teacher Assistant has not obtained the qualifications needed for the new standards, the current Teacher Assistants will be trained for the new requirements needed providing said training has not previously been offered to all full-time Teacher Assistants.

F. The Human Resource Department (Personnel) shall maintain records on file of all professional development workshops completed by each Teacher Assistant.

G. Teacher Assistant Job Fair.

Teacher Assistant Job Fair will be conducted in the month of August.

H. Teacher Assistants Return to Work Date:

The Student Services Department will notify, in writing, by the last day of school, all Teacher Assistants and Union President the date that Teacher Assistants are to report back to work for the academic year.

I. Other articles in this contract pertaining to the rights and benefits of every employee will be adhered to when applicable.

12.2 Teacher Assistants are to perform instructional tasks, in addition to administrative tasks, including but not limited to, copying, filing, correcting papers as assigned by the Special Education Case Manager, Special Education Teacher, Special Education Administrator, and

Principal. Teacher Assistants are not allowed to perform secretarial duties except in emergency circumstances with the approval of the Director of Student Services or the Superintendent.

12.2 STUDENT NEED-BASED TRANSFERS

The Superintendent may transfer a Teacher Assistant laterally to address staffing shortages based upon the following criteria:

1. Skill set of the Teacher Assistants.
2. Needs of the students served.
3. Seniority of the affected parties.

Such transfers shall be brought to the attention of the Union at least two (2) weeks prior to the transfer taking place. Such transfers are subject to the grievance and arbitration process.

ARTICLE 13

ADMINISTRATIVE ASSISTANTS

13.1 All references to Secretaries in the Lincoln Public Schools shall be understood to refer to Administrative Assistants.

13.2 The Administration will notify, in writing, by August 1 of each year, all Administrative Assistant II (185 day employees) and the Union President the date the Administrative Assistant IIs are to report back to work for the academic year.

13.3 Administrative Assistant II (185 day employees) shall report to work the day after the last day of school to assist Building Principals/Department Supervisor with the end of the year duties, unless otherwise notified by Superintendent.

13.3 With reasonable prior notice from the Superintendent or his designee,
Administrative Assistant II employees may also be assigned up to ten (10) additional



work days during the summer break and shall be paid at their per diem rate for such additional time.

ARTICLE 14
SCHOOL CLOSING AND INCLEMENT WEATHER POLICY

14.1a When the Employer decides there will be "no school," 185 day employees will not be required to report for work and will not be paid. If the above day is made up as part of the school calendar year then said employees will be required to work and will be paid.

14.1b When the Employer decides there will be "no school," twelve month employees will not be required to report for work.

These provisions do not pertain to essential employees, who are required to report to work. Essential employees consist of maintenance/utility person, inventory control clerk, groundskeepers/custodians and lead custodians.

14.1c When schools close as a result of inclement weather or other emergencies, the Superintendent or his/her designee shall have discretion to adjust second shift custodians' assigned work hours to 10:00 a.m. - 6:30 p.m. with one-half (1/2) hour for lunch.

14.2 On days that schools are closed early because of inclement weather or other emergencies, all employees will not be required to remain in school and will be permitted to leave the building without loss of pay if the Superintendent has determined that the situation will cause probable hardship or injury to the personnel. Notification by the Superintendent through the Building Administrator is required.

14.3 In cases of a major snow storm, blizzard, hurricane, tornado, or other emergencies, the Superintendent may allow all employees to arrive later, leave earlier, or not to report at all without loss of pay on any given work shift.

14.4 If the Superintendent or his designee authorizes that a certain amount of employees must remain on duty to maintain contact with the public and carry on crucial work, then said employees shall be paid their regular pay and in addition, shall be granted time and one-half (1 1/2) for all hours worked. For this section, the Designee will be all Principals and Administrators.

ARTICLE 15

HEALTH & SAFETY

15.1 The Employer and the Union shall cooperate in the promotion and enforcement of safety rules and regulations.

15.2 The Union agrees that its members shall use protective devices, wearing apparel and other equipment provided by the Employer for the safety and protection of the employees.

15.3 If an employee feels that his or her work requires him or her to be in unsafe or unhealthy situations, the employee should talk first with the building administrator or his or her immediate supervisor. If the employee is not able to receive satisfaction at this level, he or she may refer this matter in writing, to the Superintendent.

15.4 The supervisor or the Superintendent shall take prompt and appropriate action to correct any unsafe conditions or actions which are reported to or observed by him or her.

15.5 Safety suggestions made by the employees may be presented to the Employer through the Union; the Employer shall respond in writing to such suggestions.

ARTICLE 16

BEREAVEMENT LEAVE

16.1 All employees covered by this agreement shall be granted leave with full pay for five (5)

days for a death in the immediate family. The immediate family shall include father, father-in-law, mother, mother-in-law, spouse, brother, sister, child or any person living in the member's household.

16.2 All employees covered by this agreement shall be granted a leave with full pay for three (3) days for a death of the employee's step-mother, step-father, step-brother, step-sister, step-child, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandchild, or grandparent.

16.3 In cases of death of a relative other than as provided above, a leave of absence with pay shall be given for not more than one (1) day.

ARTICLE 17

PERSONAL LEAVE

17.1a All year-round employees covered by this agreement shall be allowed to take three (3) personal leave days with pay each year. (In addition to any personal leave granted pursuant to Article 9 above).

17.1b All 185 day employees covered by this agreement shall be allowed to take three (3) personal leave days with pay each year. (In addition to any personal leave granted pursuant to Article 9 above).

17.1c Personal days and comp days shall not be used on the first day of school or the last day of school without the approval of the Superintendent. The Superintendent's decision is final in all respects and may not be grieved or appealed in any fashion.

17.2 Personal leave requests must be submitted to the Superintendent on the leave of absence form at least five (5) working days in advance, except in cases of emergency, in which case, the leave of absence form will be completed upon the employee's return, noting the reason for the emergency personal day request.

ARTICLE 18

JURY DUTY

18.1 In the event of a call to Jury Duty, an employee will be granted a leave of absence with pay for required Jury Duty or other legal proceedings which the employee is required by law to attend. Any monies received from the courts by the employee for compensation for Jury Duty, other than that paid for meals and parking in Massachusetts, shall be returned to the employer upon receipt.

ARTICLE 19

MILITARY TRAINING LEAVE

19.1 Full time employees who, by reason of their membership in the United States Military, Naval or Air Reserve of Rhode Island National Guard, are required by the appropriate authorities to participate in training activities, shall be granted military training leave with pay equal to the difference between the amount said employee would have received had he or she remained in the continuous employ of the Employer and the amount he or she actually received on military training leave provided, however, that such difference, if any, shall cover a time period not exceeding ten (10) work days in any single calendar year.

ARTICLE 20

EXTENDED MILITARY LEAVE

20.1 Any employee who enlists or is inducted into the Armed Forces of the United States shall be granted such service leave without pay.

20.2 Upon return to his or her duties, the employee shall be placed on the appropriate step in

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the salary scale as if he or she had never left. Increment credits shall not accrue beyond a maximum of four (4) years. Seniority rights shall be maintained to a maximum of four (4) years. Re-employment rights shall be consistent with Federal Regulations.

ARTICLE 21
MATERNITY/CHILD REARING LEAVE

21.1 Any employee who is pregnant, may work up to the time stated by her physician and may return at the time stated by her physician. An employee may use sick leave days to cover that portion of time she is unable to work during her pregnancy.

21.2 Child Rearing leave without pay shall be granted to permanent employees upon request. Such leave shall not begin later than the time the child is six months old or six months after adoption or legal guardianship of a child commences and shall not exceed one year in duration. When applicable State or Federal Law exceeds the provisions herein, the State or Federal Law will prevail.

21.3 During periods when an employee is on leave due to Maternity or Child Rearing Leave, the Employer shall not post the position and may fill the position with a temporary employee during the period of the leave.

21.4 Child Rearing leave shall be without pay and benefits except for Hospital and Medical coverage, which shall terminate thirty (30) days after the employee is out of work on approved Child Rearing leave. Said employee shall be allowed to continue their health coverage after the thirty (30) day period at the group rate. When applicable State or Federal Law exceeds the provisions herein, the State or Federal Law will prevail.

ARTICLE 22
SICK LEAVE

22.1 Sick leave with pay shall be granted to employees covered by this agreement. Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness, exposure to contagious disease, or injury not compensable under Worker's Compensation. Employees will make reasonable efforts to schedule medical appointments during non-work hours.

22.2 In the case of illness in the employee's household, an employee covered by this agreement shall be allowed a maximum of ten (10) days per year with pay to be deducted from the personal sick leave balance. The District may request documentation of such leave using the District medical form.

22.3 Sick leave shall be granted at the rate of 19 working days, accumulated to one hundred seventy (170) days.

22.4 185 day employees shall be granted sick leave at the rate of 15 working days, accumulated to one hundred fifty (150) days.

22.5 In every case where employees shall be absent due to illness for a period of three (3) consecutive work days, or for a total of ten (10) work days within a period of three (3) months, or any time the Administration reasonably suspects a misuse or abuse of sick leave, the Administration may require said employee to obtain a certificate in a form approved by the District from the treating physician attesting to such illness. No sick leave shall be paid to the employee until the documentation is provided to the Employer. The Employer retains the full option to require an employee to submit to an examination by a doctor of the Employer's choice in cases where there is evidence of or suspicion of sick leave abuse. The cost of this exam shall be borne entirely by the Employer.

22.6 Sick leave shall be payable only with respect to a workday on which the employee would

otherwise have worked and shall in no event apply to an employee's scheduled day off, holiday, vacation, leave of absence or to any day for which an employee has received full pay.

22.7 Employees shall be notified during July of each year of the amount of sick leave accrued to their credit.

22.8 There shall be no loss of wages or sick leave allotment when any employee is subject to quarantine by an official order of the Health Department for reason other than the personal illness of the employee, provided the quarantine does not exceed five (5) days.

22.9 Extended sick leave with pay may be granted at the Superintendent's discretion to all employees covered by this agreement in accordance with the following stipulations and schedules:

- | | | |
|----|--|----------------------------|
| A. | <u>Length of Service</u> | <u>Amount</u> |
| | Date of hire to end of tenth (10) year | Five (5) days extended |
| | Beginning of eleventh (11) year to end of twentieth (20) year. | Ten (10) days extended |
| | Over twenty (20) years of service | Fifteen (15) days extended |
- B. Extended sick leave may be granted by the Superintendent only after the expiration of all accumulated regular sick leave.
- C. Extended sick leave shall not be cumulative.
- D. The Superintendent's decision is final in all respects and may not be grieved or or appealed in any fashion.

22.10 SICK LEAVE BANK

- A. For the purpose of this agreement, all employees shall be notified each July of the amount of sick leave accrued to their credit and extended sick leave taken. In addition to accumulative sick leave and extended sick leave, employees shall be eligible to participate in a Sick Leave Bank by contributing three (3) accumulative sick leave days. Newly hired employees may enroll in the Sick Leave Bank on July 1st after accumulating 12 sick days.

- B. The Sick Leave Bank may be accessed only by those employees who have enrolled in the Bank through their annual contribution. Any employee who is enrolled and who has exhausted his or her accumulative sick leave and extended sick leave and has a catastrophic illness, physical or mental, documented by a medical doctor who is AMA certified, may be eligible to apply to the Sick Leave Bank to access up to 255 lifetime sick days. This total shall be renewable after fifteen (15) years of service in Lincoln. The Sick Leave Bank shall be jointly managed by the Superintendent, the Union President, (or his designee), an administrative designee, and a union member, to be appointed by the Union and this committee. This four member committee shall determine the eligibility of the employee requesting to access the Sick Leave Bank. This committee shall meet within ten (10) working days of receiving a request to access the Sick Leave Bank. All decisions of the committee will be final, binding, and not subject to the grievance process.
- C. Employees who have accessed the Sick Leave Bank shall be provided a statement of lifetime sick days used at the beginning of any school year following utilization.
- D. On an as needed basis, the membership may be petitioned to contribute additional sick days. This would be purely voluntary.
- E. The aforementioned Sick Leave Bank policy will be reevaluated annually.
- F. All communication to and from the committee shall remain confidential.
- G. A member request for access to the Sick Leave Bank days will be accompanied by a review of the applicant's prior use/record of sick leave.
- H. A request will not be considered without adequate documentation.

22.11 Upon resignation or retirement, a member will be paid out according to the following formulae:

- Fifty dollars (\$50.00) per day for up to one hundred (100) days of unused sick leave if the member has acquired twenty (20) years longevity in Lincoln School Department on the date of resignation or retirement.
- Twenty five dollars (\$25.00) per day for up to one hundred (100) days of unused sick leave if the member has acquired fourteen (14) years longevity in Lincoln School Department on the date of resignation or retirement..



22.11a An employee who terminates his/her service whether voluntarily, involuntarily or otherwise (except if pre-disciplinary process or termination proceeding for just cause has commenced) shall be entitled to fifty dollars (\$50.00) per day for up to one hundred (100) days of unused sick leave.

22.12 In the event that a School Administrative Assistant or Teacher Assistant is to be absent, he or she shall use AESOP or its EQUIVALENT no later than one (1) hour prior to the start of the scheduled work day. The absent employee is not responsible to arrange for a substitute.

22.13 In the event that a Custodial, Inventory Control, Maintenance or Groundskeeper employee is to be absent, he or she or his/her designee is to call the Director of Non-Instructional Operations on the IP Office System and leave a message no later than one (1) hour prior to the starting time of his or her shift. In the event that a Custodial, Inventory Control, Maintenance or Groundskeeper or his or her designee is calling in his or her absence less than an hour prior to his or her starting time, he/she must call the Director of Non-Instructional Operations directly to report his or her absence.

ARTICLE 23 **ON-THE-JOB INJURY**

23.1 All employees covered by this agreement shall be covered by Workers' Compensation Insurance.

23.2 The first three (3) days of absence due to compensable injury or illness are not covered by Workers' Compensation but shall be deducted from the employee's available sick days. There will be no district payment in excess of Workers' Compensation payment on claims filed after 11-1-2011.

ARTICLE 24
PROBATIONARY EMPLOYEES

24.1 New employees shall be considered probationary employees until they have been employed for a period of one hundred twenty (120) calendar days. Upon completion of this probationary period, the employee shall be placed on the seniority roster and the effective date of his or her seniority shall be the first day of his or her appointment. However, medical plans in effect with the Union shall include said probationary employees commencing the month following hire. An employee may be dismissed without recourse, including the filing of grievances contesting the just cause of a dismissal, during the probationary period. Probationary employees may not bid on jobs until their one hundred and twenty (120) calendar days of probation has been completed. Probationary employees shall not be eligible for overtime for the initial two hundred (200) days of employment unless such overtime is part of a group activity or with the approval of Administration. Probationary employees shall enjoy all other rights provided by this agreement.

24.2 Probationary employees shall be evaluated on a monthly basis by their appropriate superior on the approved evaluation forms.

ARTICLE 25
UNION COMMITTEE AND TIME OFF

25.1 Designated Union officials shall be granted time off with pay during working hours to attend hearings, meetings, conferences, and contract negotiations with School Department officials.

25.2 Designated Union officials shall be granted time off with pay during working hours to seek to settle grievances at a maximum of two (2) officials at the first step of the grievance procedure and three (3) officials at or beyond step two of the grievance procedure.

25.3 A written list of Union officers, members of the Grievance Committee, stewards and other

representatives shall be furnished to the Employer by the Union immediately after their designation, and the Union shall notify the Employer of any changes.

25.4 The Union shall be permitted to use school buildings for union meetings, at no charge, providing members of the bargaining unit assume responsibility for said facilities and the Superintendent receives a use of building form.

25.5 Two (2) designated Union representatives shall be granted time off with pay for a maximum of two (2) days per contract year to attend AFSCME International, Regional or State Conventions with the knowledge of the Superintendent and with twenty (20) days advanced written notice. A maximum of three (3) additional days time off, without pay, shall be granted by the Superintendent to a Union representative to attend a specific AFSCME International, Regional or State Convention with twenty (20) days advance written notice to the Superintendent.

25.6 Council 94 Staff Representatives or Attorneys shall have access to school buildings during working hours to conduct Union Business, upon notification to the school official in charge of the building. When notification of the presence of a Council 94 Agent is possible, the Superintendent will be notified of such presence.

ARTICLE 26

UNION COMMUNICATION

26.1 The Employer agrees to provide bulletin board space in each school where notices of official union matters can be posted.

26.2 The Union may utilize the districts' electronic mail system to provide notices of official union matters.

ARTICLE 27
LEAVE OF ABSENCE

27.1 Upon written application to the Superintendent, employees may, in the reasonable discretion of the Superintendent, be granted a leave of absence without pay for up to twenty (20) days per year. Said request must be made in writing to the Superintendent ten (10) working days prior to the leave. Employees who request unpaid leave will not be eligible to receive holiday or sick leave pay during this period.

27.2 It is agreed that leaves of absence for personal reasons, illness, disability, or other purposes deemed proper by the Superintendent, may be granted by the School Committee for a period not to exceed one (1) year. Such leave of absence shall be requested in writing and a copy furnished to the Union. Employees on such leave of absence will not be entitled to any pay or benefits during such leave of absence. Application must be filed thirty (30) working days in advance to the Superintendent. The Union shall be notified of the School Committee decision.

27.3 At the expiration of such leave, as outlined in sections 1 and 2 above, the employee shall be returned to the position from which he or she is on leave at the same step of the then current range for his or her classification.

ARTICLE 28
DISCIPLINE, DISCHARGE AND SUSPENSION

28.1 The Employer shall have the unquestioned right to discharge any new employee during said employee's probationary period of one hundred twenty (120) calendar days. With respect to employees who have established their seniority, suspension, discharge or discipline of any such employee may be made only for just cause and in accordance with the following provisions:

If a Supervisor has reason to reprimand an employee, it shall be done in a private manner and shall not be done in the presence of other employees or the public. However, the employee may bring a Union representative. Initial minor infractions, irregularities, or deficiencies shall be privately brought to the attention of the employee. After a period of two (2) years, if the employee has not committed any further infractions of appropriate rules and regulations, written reprimands shall be expunged from the employee's personnel records. Each employee shall be furnished with a copy of all performance evaluations or disciplinary entry in his personnel record and shall be permitted to respond thereto. The contents of an employee's personnel record shall be disclosed to the employee upon his request and also be disclosed to the employee's union representative with written permission from the employee. The Employer agrees with the concept of progressive discipline; and disciplinary action or measures may include one of the following, dependent upon the severity of the infraction:

1. Oral Reprimand
2. Written Reprimand
3. Suspension without pay
4. Demotion where appropriate
5. Lateral Transfer (Teacher Assistants ONLY)
6. Discharge

28.2 All charges (other than those which would result in an oral reprimand) against an employee shall be made in writing and signed by the person making the charge, with one copy to such charges filed with the Employer and the Union and a third copy to the employee against whom the charges have been made. Such charges against an employee shall be presented prior to any final action being taken.

28.3 In the event the Employer suspends, or discharges any employee as a result of such charges,

the Local Union President shall immediately be notified in writing and the matter shall be referred to the third step of the grievance procedure.

28.4 An employee may be suspended with pay for a period not to exceed thirty (30) days for the purpose of investigating a charge of misconduct.

28.5 In the event the employee is dismissed, demoted or suspended, and such employee appeals such action and his/her appeal is sustained, he/she will be restored to his/her former position and shall be compensated for any contractual losses suffered by such suspension, demotion or dismissal.

28.6 No hearing shall be public except by mutual agreement of the Employer, the Union and the employee involved.

28.7 The employee shall be represented by the Union, and the Union shall have the right to designate counsel to represent it and the employee. In a like manner, the Employer and the person filing the charges shall have the right to retain counsel.

28.8 A decision, in writing, shall be made within ten (10) working days after the termination of the hearing. A copy of such decision shall immediately thereafter be furnished to the Union and to the employee involved, by certified mail, return receipt requested, or hand delivered with receipt required.

28.9 In the event the Union feels that the decision of the Employer is an improper one, it shall have the right to refer the matter to arbitration. The arbitrator shall have the right to determine the amount of retroactive pay, if any the employee is due in the event he or she overrules the Employer's decision with respect to the suspension, discharge, or discipline.

ARTICLE 29 **VACATION**

29.1 All twelve (12) month employees covered by this agreement shall be granted vacation with

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pay in accordance with the following schedule:

<u>Years of Service</u>	<u>Vacation</u>
0 up to 1 year	accrue 1 day per month
1 year up to 5 years	accrue 1.42 days per month
5 years up to 10 years	accrue 1.5 days per month
10 years up to 15 years	accrue 1.75 days per month
15 years up to 18 years	accrue 2 days per month
18 years or more	accrue 2.17 days per month

29.2 When the service of an employee shall be terminated by resignation, death, dismissal or otherwise, if such employee shall not have used actual vacation time equal to his or her vacation credits, such employee or his or her estate shall, on such termination be entitled to receive full pay for each hour of vacation to his or her credit as of the termination date.

29.3 Vacation will be accrued on a monthly basis. Vacation shall be used as accrued in full- or half-day increments and used within the fiscal year in which it is accrued. Up to five (5) days of vacation may be carried over from one year to the next year with prior approval of the Superintendent except for illness. Any time less than a full day will be carried over to the next year. If a worker is unable to perform his/her duties due to illness, the total vacation days will be carried over for one additional calendar year.

29.4 Employees shall be allowed to take their vacation at one (1) day intervals with prior approval from the Superintendent or his/her designee. Employees may take their accrued vacation at any time during the year. Vacation requests must be submitted to the Superintendent or his/her designee through the established District reporting platform at least five (5) working days in advance. Requests for vacation submitted less than five (5) days in advance will be considered and may be granted based on seniority and minimum staffing requirements, subject

to the requirements set out in section 29.7.

29.5 Each employee will be supplied with an annual accrued hours report (on an annual basis) stating the number of vacation days they have to their credit.

29.6 Each employee shall receive a schedule of his/her vacation time during the month of July of each year.

29.7 Employees shall not be restricted to taking the amount of vacation due to them at the time vacation schedules are assigned, provided, however, that management reserves the right to limit the number of employees on vacation at any one time to provide for necessary coverage. Employees shall give at least 14 days' notice to the Administration for the purpose of facilitating scheduling of substitutes or reassignment of work necessitated by an employee taking vacation time.

ARTICLE 30

WORKING IN HIGHER CLASSIFICATION

30.1 If an employee is assigned to work in a higher classification for five (5) consecutive days or more, said employee shall receive the rate of pay commensurate with said classification for all hours worked in said higher classification. Written authorization from the Superintendent or his/her designee must be obtained prior to the employee being assigned.

ARTICLE 31

SEVERANCE PAY

31.1 All employees who terminate their service, whether voluntary, involuntary or otherwise (except termination for just cause), shall receive a severance pay according to the following formula:

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<u>Years of Service</u> <u>the Lincoln School System</u>	<u>Amount of Severance</u> <u>Pay in Days</u>
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Completion of 10 years	18 days pay
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Completion of 15 years	26 days pay
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Twenty years or more	34 days pay
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This amount will be paid in separate check and will be due to the employee no later than ten (10) days following the employee's last date of employment.

ARTICLE 32
HEALTH AND WELFARE

32.1 The District Standard Plan is described in the attached Exhibit B.

All Bargaining Unit members shall be responsible through payroll deduction for the co-payment towards the cost of all healthcare benefits offered by the District and referred to in the attached Exhibit B and as set out below:

Effective July 1, 2024	15%
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Effective July 1, 2025	15%
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Effective July 1, 2026	15%
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Providing the health care provider and all plan benefits remain the same as our current plan. In the event an employee who switches from standard health care plan to a less expensive plan (offered by the District) during the terms of this agreement said employee shall receive a onetime payment of ½ the annual savings to the District.

Employees covered by this agreement are entitled to the following:

- ☐ A \$250/\$500 (individual/family) deductible plan as provided in Exhibit B.
- ☐ Dental insurance with dependent coverage up to age 26.
- ☐ Vision insurance at no expense to the employee
- ☐ The option to contribute to a health Flexible Savings Account consistent with all state and federal laws.

A copy of said plan is attached to this agreement as Exhibit B.

32.2 In the event that either the individual or the family plans offered under this Agreement become subject to the Cadillac Tax, the parties will negotiate and agree to a plan that does not impact the Cadillac Tax.

32.3 Any employee who elects not to participate in the Health Care Plan assumed by the School Committee may instead receive a payment of \$1,000.00 a year and \$447.60 for dental. This amount is identical if an employee has an individual or group plan.

32.4 The Employer shall provide and assume all premium expenses for a Group Term Life Insurance policy for each member of the bargaining unit as follows:

\$50,000	Individual Member
\$6,000	Spouse
\$3,000	Child (\$500.00 during first six (6) months)

The Employer's contract with the insurance carrier incorporates a provision whereby retirees are allowed to retain participation in the life insurance policy at the amount of the policy level that prevailed at the point of their retirement for the employee only. The cost for continued coverage is the annual group rate which the retiree must pay to our business office. This provision in the contract does not require any additional pre-qualification conditions nor certifications to

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maintain eligibility.

In the event the Employer changes their insurance carrier, they will still provide a provision for members of Local 2671 to retain participation in the life insurance policy in the manner mentioned above upon their retirement for the employee only.

32.5 In case of death of an employee of the bargaining unit, the School Committee agrees to pay the full cost of family coverage Medical Plan for the deceased member's family for a period of one (1) year.

32.6 All members of the bargaining unit shall have the option of participating in the plans offered by the District. If the Standard Plan is less costly than the other plans, the difference will be directly paid by the employee.

32.7 Members of the bargaining unit may continue their membership in each of the health and welfare plans provided by the Employer, at the member's expense, when a member is on an approved unpaid leave of absence. The limit of this benefit is a period not to exceed one (1) year.

32.8 All employees who retire after the age of fifty-eight (58) and who have completed ten (10) years of continuous service shall be allowed to pay for the District's Standard Healthcare Plan as referenced in Exhibit B at the group rate until they reach the age of sixty-five (65).

32.9 An employee may elect to withhold health benefits, co-payment in compliance with IRS Code Section 125. A Cafeteria Plan which is in compliance with IRS Code Section 125 will be made available to all members of the bargaining unit.

ARTICLE 33

GRIEVANCE PROCEDURE

33.1 The purpose of the following grievance procedure shall be to settle, at the lowest

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possible administrative level, issues which may arise from time to time with respect to the interpretation and/or application of this agreement.

33.2 A grievance shall be presented by the aggrieved employee and/or by the Union within ten (10) working days following the monthly Local's Executive Board meeting scheduled for the first (1st) Wednesday of every month unless otherwise noted.

33.3 Grievances arising out of the interpretation and/or application of this contract shall be handled in the following manner:

STEP 1 A grievance shall be reduced to writing and presented to the employee's immediate supervisor, who shall respond in writing to the grievance within ten (10) working days.

STEP 2 If the grievance is not resolved according to Step I above, within three (3) days of the supervisor's response, the aggrieved employee and the Union shall submit the grievance to the Superintendent. The Superintendent shall meet with the Union within ten (10) working days of the Union's request for a meeting to conduct a hearing on the grievance. The Superintendent shall render a written decision to the Union within ten (10) working days of the meeting.

STEP 3 If the grievance is not resolved according to Step 2 above, the aggrieved and the Union shall have ten (10) working days following the Superintendent decision to request a hearing before the School Committee. The School Committee shall schedule a hearing within thirty (30) working days of the Union's request. The Superintendent shall, by direction of the School Committee, contact the Union and they shall arrange a mutually agreed upon time and place to conduct the hearing. Within ten (10) working days after the hearing, the Superintendent shall, by direction of the School Committee Chairperson, notify the Union, in writing, of the decision of the School Committee.



In the event the grievance is not settled in a manner satisfactory to the aggrieved and/or the Union, then such grievance may be submitted to arbitration in the manner provided herein.

33.4 Either party to this agreement shall be permitted to call witnesses as part of the grievance procedure. The Employer, on request, will produce payroll and other records as necessary. Designated Union Officers, Stewards, the aggrieved employee, and employee witnesses, who are employees of the School Department, will be paid their regular rate up to their normal quitting time during grievance hearings.

33.5 It is also agreed that in all cases of dismissal, the aggrieved and/or the Union may go immediately to Step 3 of the Grievance Procedure.

33.6 All time limits at each level of the grievance procedure may be waived in writing by mutual agreement between the parties.

ARTICLE 34 **ARBITRATION**

34.1 If the grievance is not resolved according to Article 31 above, such grievance shall, at the request of the Union, be referred to the American Arbitration Association or the Labor Relations Center (LRC) in accordance with its rules. The parties may mutually agree to an alternate method of arbitration. The Union shall furnish a copy of any request for arbitration to the Superintendent.

34.2 All submissions to arbitration must be made within thirty (30) days after the grievance procedure decision at Step 3.

34.3 The decision of the arbitrator shall be final and binding upon the parties except that the arbitrator shall not be empowered to make any decision amending, modifying, adding to or

subtracting from the provisions of this agreement. The expense of such arbitration shall be split equally between the Employer and the Union. It is further agreed that no appeal shall be taken except on the grounds that the decision was procured by fraud or that the arbitrator exceeded his authority.

ARTICLE 35

TOOLS AND CLOTHING

35.1 The Employer shall furnish all necessary foul weather clothing for the performance of the employee's assigned duties.

35.2 The Employer shall furnish all tools and equipment necessary for the performance of the employee's assigned duties, including work belt upon request.

35.3 Grounds keepers shall be supplied with shorts and tee shirts for outside work.

35.4 The Employer shall provide a credit towards the employee's purchase of District approved uniforms in the amount of \$150.00 per year on July first of each year. New employees shall receive an additional initial credit in their first year of employment of \$150.00 (for a total of \$300.00) towards the purchase of new uniforms. The maintenance of said uniforms shall be the responsibility of the employee and they shall be required to wear such uniforms in the performance of their responsibilities during the school year and at school related functions.

ARTICLE 36

EMPLOYEE EVALUATION

36.1 All Employees who have completed their probationary period shall be evaluated annually by his/her immediate supervisor using the agreed upon form. The Director of Non-Instructional Operations may attend the evaluation meeting when applicable.

ARTICLE 37
EDUCATIONAL OPPORTUNITIES

37.1 The Employer agrees to provide in-service programs and conferences for members of the bargaining unit who wish to improve their skills as related to the function of the respective departments within the School Department. The Superintendent of Schools, in consultation with the Union, will develop procedures and programs under this article.

37.2 All support staff employees shall be allowed to attend and participate in scheduled in-service days, as appropriate.

37.3 All employees covered by this agreement will receive one-hundred (\$100) dollars per annum for every three (3) credit hours of college level course work they successfully complete up to a maximum of fifteen (15) credit hours. Courses must be aligned with Employer's goals and related to the employee's job responsibilities. Prior to taking a course, the employee must obtain written approval from the Superintendent in order to be eligible to receive this stipend.

ARTICLE 38
NO STRIKE/NO LOCKOUT

38.1 The Union will not cause, call or sanction any strike, work stoppage or slow-down, nor will the Employer lock out its employees during the term of this agreement.

ARTICLE 39
LONGEVITY

39.1 Longevity payments shall be computed based on the employee's anniversary date of employment and shall be paid in a lump sum the first pay period following the employee's

anniversary. The payroll bucket for number of payrolls must be set to thirteen (13), for that payroll only, so that the correct amount of income tax is withheld. The number of payrolls must be reset to twenty-six (26) once the lump sum longevity payment is made. Longevity lanes shall be increased as follows:

Completion of ten (10) years	\$1,400.00
Completion of fifteen (15) years	\$1,750.00
Completion of twenty (20) years	\$2,200.00

ARTICLE 40

SEVERABILITY CLAUSE

40.1 Should any article, section or portion thereof of this agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply to the specific article, section or portion thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof.

ARTICLE 41

T.D.I.

41.1 All employees covered by this agreement shall be eligible for Rhode Island Temporary Disability Insurance (T.D.I.) at the expense of the individual employee. The Employer agrees to deduct the appropriate amount from each employee's pay and remit said amounts to T.D.I. insurer. There shall be only one such approved T.D.I. insurer able to provide this insurance to participants in the Lincoln Public Schools.

Handwritten signatures and initials in blue ink, including "MD", "Jm", "PC", and "TC".

The provided contract must be a minimum of three (3) years in length unless canceled by the provider.

ARTICLE 42
SALARY SCHEDULE

42.1 All employees shall be granted a one-step increase each fiscal year until they reach the maximum of their grade.

42.2 Employees who are transferred to a higher classification shall be placed on the same step as they were prior to the transfer.

42.3 It is agreed that all employees will receive a salary in accordance with the pay plan set forth in Appendix A as follows.

42.4 All employees shall receive twenty-six (26) pay checks per year.

42.5 All pay rates shall be posted on the employee's pay stub.

ARTICLE 43
MUNICIPAL EMPLOYEES RETIREMENT PLAN

43.1 Effective July 1, 2011, all new employees must participate in the John Hancock retirement.

ARTICLE 44
JOB SHARING

44.1 In the event two members of the RI Council 94, AFSCME, AFL-CIO, Local 2671, who are Lincoln School Department employees, request to job-share, the members will submit a request by May 1st of the

preceding year along with a proposal to the School Superintendent detailing the plan of shared responsibilities and, the days and/or hours to be worked by each employee. Both employees must agree to attend any in-service activities but financial remuneration shall not be given should the result exceed the amount budgeted for that position that year.

The permission to job-share is at the sole discretion of the Superintendent of Schools and must be renewed annually.

All financial considerations such as fringe benefits and leave provisions will be prorated among the status each individual maintains.

ARTICLE 45

TERMINATION OF AGREEMENT

45.1 This agreement shall become effective on the 1st day of July 1, 2024 and shall remain in full force and effect until the 30th day of June 2027. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred twenty (120) days prior to the anniversary date that it desires to modify this agreement. In the event that such notice is given, negotiations shall be not later than thirty (30) days prior to the anniversary date.

45.2 The parties agree that the existing agreement shall remain in full force and effect until changed by the parties as a result of negotiations, a binding arbitration decision or by law.

Handwritten signatures and initials in blue ink. There are several sets of initials, including "MD", "SN", "JC", and "SC", along with a circled signature that appears to be "JMR".

IN WITNESS WHEREOF, we, the undersigned hereunto set our hands and seals on this

_____ day of _____ 2024.

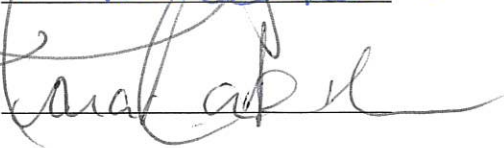
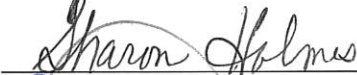
RI COUNCIL 94, AFSCME:



Attorney/Sr. Staff Representative



President, Local 2671



LINCOLN SCHOOL DEPARTMENT:



Chairperson



Vice Chairperson

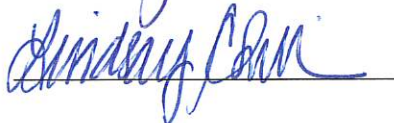
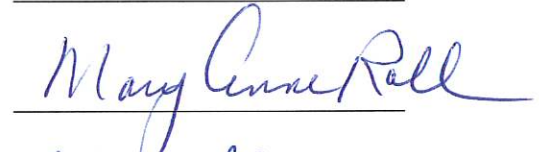


EXHIBIT A
COUNCIL 94 HOURLY RATES – Hired After 1/1/96
July 1, 2024 – June 30, 2027

Lincoln Public Schools
Council 94 Hourly Rates - Hired After 1/1/96
July 1, 2024 - June 30, 2027

Custodian 2nd Shift Hired after 1/1/96

Step	FY24	FY25	FY26	FY27	FY25 Change	FY26 Change	FY27 Change
1	\$ 20.90	\$ 21.53	\$ 22.17	\$ 22.84	\$ 0.63	\$ 0.65	\$ 0.67
2	\$ 21.39	\$ 22.04	\$ 22.70	\$ 23.38	\$ 0.64	\$ 0.66	\$ 0.68
3	\$ 21.77	\$ 22.42	\$ 23.09	\$ 23.79	\$ 0.65	\$ 0.67	\$ 0.69
4	\$ 22.15	\$ 22.82	\$ 23.50	\$ 24.21	\$ 0.66	\$ 0.68	\$ 0.71
5	\$ 22.84	\$ 23.52	\$ 24.23	\$ 24.95	\$ 0.69	\$ 0.71	\$ 0.73
6	\$ 23.31	\$ 24.00	\$ 24.72	\$ 25.47	\$ 0.70	\$ 0.72	\$ 0.74
7	\$ 23.70	\$ 24.41	\$ 25.14	\$ 25.90	\$ 0.71	\$ 0.73	\$ 0.75
8	\$ 24.06	\$ 24.78	\$ 25.53	\$ 26.29	\$ 0.72	\$ 0.74	\$ 0.77
9	\$ 24.44	\$ 25.17	\$ 25.92	\$ 26.70	\$ 0.73	\$ 0.76	\$ 0.78
10	\$ 26.79	\$ 27.59	\$ 28.42	\$ 29.27	\$ 0.80	\$ 0.83	\$ 0.85
18	\$ 27.69	\$ 28.52	\$ 29.37	\$ 30.26	\$ 0.83	\$ 0.86	\$ 0.88

Custodian, Inventory Control, Groundskeepers Hired after 1/1/96

Step	FY24	FY25	FY26	FY27	FY25 Change	FY26 Change	FY27 Change
1	19.91	\$ 20.63	\$ 21.25	\$ 21.89	\$ 0.72	\$ 0.62	\$ 0.64
2	20.35	\$ 20.96	\$ 21.59	\$ 22.24	\$ 0.61	\$ 0.63	\$ 0.65
3	20.72	\$ 21.34	\$ 21.98	\$ 22.64	\$ 0.62	\$ 0.64	\$ 0.66
4	21.09	\$ 21.72	\$ 22.37	\$ 23.05	\$ 0.63	\$ 0.65	\$ 0.67
5	21.76	\$ 22.59	\$ 23.27	\$ 23.96	\$ 0.83	\$ 0.68	\$ 0.70
6	22.19	\$ 22.86	\$ 23.54	\$ 24.25	\$ 0.67	\$ 0.69	\$ 0.71
7	22.56	\$ 23.24	\$ 23.93	\$ 24.65	\$ 0.68	\$ 0.70	\$ 0.72
8	22.95	\$ 23.64	\$ 24.35	\$ 25.08	\$ 0.69	\$ 0.71	\$ 0.73
9	23.30	\$ 24.00	\$ 24.72	\$ 25.46	\$ 0.70	\$ 0.72	\$ 0.74
10	25.50	\$ 26.27	\$ 27.05	\$ 27.86	\$ 0.77	\$ 0.79	\$ 0.81
18	26.31	\$ 27.10	\$ 27.91	\$ 28.75	\$ 0.79	\$ 0.81	\$ 0.84

Handwritten signatures and initials in blue ink, including "NO", "SO", "PC", and "TC".

Administrative Assistant II, Bookkeeper, Administrative Assistant I Hired after 1/1/96

Step	FY24	FY25	FY26	FY27	FY25 Change	FY26 Change	FY27 Change
1	\$ 19.91	\$ 20.51	\$ 21.13	\$ 21.76	\$ 0.60	\$ 0.62	\$ 0.63
2	\$ 20.35	\$ 20.97	\$ 21.59	\$ 22.24	\$ 0.61	\$ 0.63	\$ 0.65
3	\$ 20.72	\$ 21.34	\$ 21.98	\$ 22.64	\$ 0.62	\$ 0.64	\$ 0.66
4	\$ 21.09	\$ 21.72	\$ 22.37	\$ 23.05	\$ 0.63	\$ 0.65	\$ 0.67
5	\$ 21.84	\$ 22.49	\$ 23.17	\$ 23.86	\$ 0.66	\$ 0.67	\$ 0.69
6	\$ 22.24	\$ 22.90	\$ 23.59	\$ 24.30	\$ 0.67	\$ 0.69	\$ 0.71
7	\$ 22.61	\$ 23.29	\$ 23.99	\$ 24.71	\$ 0.68	\$ 0.70	\$ 0.72
8	\$ 22.98	\$ 23.67	\$ 24.38	\$ 25.11	\$ 0.69	\$ 0.71	\$ 0.73
9	\$ 23.34	\$ 24.04	\$ 24.76	\$ 25.50	\$ 0.70	\$ 0.72	\$ 0.74
10	\$ 25.49	\$ 26.26	\$ 27.05	\$ 27.86	\$ 0.76	\$ 0.79	\$ 0.81
18	\$ 26.32	\$ 27.11	\$ 27.93	\$ 28.76	\$ 0.79	\$ 0.81	\$ 0.84

Lead Maintenance hired after 1/1/96

Step	FY24	FY25	FY26	FY27	FY25 Change	FY26 Change	FY27 Change
1	25.26	\$ 26.02	\$ 26.80	\$ 27.60	\$ 0.76	\$ 0.78	\$ 0.80
2	25.69	\$ 26.46	\$ 27.26	\$ 28.08	\$ 0.77	\$ 0.79	\$ 0.82
3	26.17	\$ 26.95	\$ 27.76	\$ 28.59	\$ 0.78	\$ 0.81	\$ 0.83
4	26.59	\$ 27.38	\$ 28.21	\$ 29.05	\$ 0.80	\$ 0.82	\$ 0.85
5	27.43	\$ 28.25	\$ 29.10	\$ 29.97	\$ 0.82	\$ 0.85	\$ 0.87
6	27.93	\$ 28.77	\$ 29.63	\$ 30.52	\$ 0.84	\$ 0.86	\$ 0.89
7	28.47	\$ 29.32	\$ 30.20	\$ 31.11	\$ 0.85	\$ 0.88	\$ 0.91
8	28.93	\$ 29.80	\$ 30.69	\$ 31.61	\$ 0.87	\$ 0.89	\$ 0.92
9	29.42	\$ 30.31	\$ 31.22	\$ 32.15	\$ 0.88	\$ 0.91	\$ 0.94
10	32.14	\$ 33.11	\$ 34.10	\$ 35.13	\$ 0.96	\$ 0.99	\$ 1.02
18	33.08	\$ 34.07	\$ 35.09	\$ 36.15	\$ 0.99	\$ 1.02	\$ 1.05

Payroll Clerk; Principal Administrative Assistant, Acctg Technician, hired after 1/1/96

Step	FY24	FY25	FY26	FY27	FY25 Change	FY26 Change	FY27 Change
1	22.95	\$ 23.64	\$ 24.35	\$ 25.08	\$ 0.69	\$ 0.71	\$ 0.73
2	23.33	\$ 24.03	\$ 24.75	\$ 25.49	\$ 0.70	\$ 0.72	\$ 0.74
3	23.79	\$ 24.50	\$ 25.24	\$ 26.00	\$ 0.71	\$ 0.74	\$ 0.76
4	24.17	\$ 24.89	\$ 25.64	\$ 26.41	\$ 0.73	\$ 0.75	\$ 0.77
5	24.99	\$ 25.74	\$ 26.51	\$ 27.31	\$ 0.75	\$ 0.77	\$ 0.80
6	25.39	\$ 26.15	\$ 26.93	\$ 27.74	\$ 0.76	\$ 0.78	\$ 0.81
7	25.88	\$ 26.66	\$ 27.46	\$ 28.28	\$ 0.78	\$ 0.80	\$ 0.82
8	26.30	\$ 27.09	\$ 27.90	\$ 28.74	\$ 0.79	\$ 0.81	\$ 0.84
9	26.73	\$ 27.54	\$ 28.36	\$ 29.21	\$ 0.80	\$ 0.83	\$ 0.85
10	29.22	\$ 30.10	\$ 31.00	\$ 31.93	\$ 0.88	\$ 0.90	\$ 0.93
18	30.09	\$ 30.99	\$ 31.92	\$ 32.87	\$ 0.90	\$ 0.93	\$ 0.96

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PC
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S

General Maint; Utility Person hired after 1/1/96

Step	FY24	FY25	FY26	FY27	FY25 Change	FY26 Change	FY27 Change
1	22.96	\$ 23.65	\$ 24.36	\$ 25.09	\$ 0.69	\$ 0.71	\$ 0.73
2	23.36	\$ 24.06	\$ 24.78	\$ 25.53	\$ 0.70	\$ 0.72	\$ 0.74
3	23.79	\$ 24.50	\$ 25.24	\$ 26.00	\$ 0.71	\$ 0.74	\$ 0.76
4	24.17	\$ 24.89	\$ 25.64	\$ 26.41	\$ 0.73	\$ 0.75	\$ 0.77
5	24.94	\$ 25.68	\$ 26.45	\$ 27.25	\$ 0.75	\$ 0.77	\$ 0.79
6	25.39	\$ 26.15	\$ 26.93	\$ 27.74	\$ 0.76	\$ 0.78	\$ 0.81
7	25.88	\$ 26.66	\$ 27.46	\$ 28.28	\$ 0.78	\$ 0.80	\$ 0.82
8	26.30	\$ 27.09	\$ 27.90	\$ 28.74	\$ 0.79	\$ 0.81	\$ 0.84
9	26.74	\$ 27.55	\$ 28.37	\$ 29.22	\$ 0.80	\$ 0.83	\$ 0.85
10	29.22	\$ 30.10	\$ 31.00	\$ 31.93	\$ 0.88	\$ 0.90	\$ 0.93
18	30.07	\$ 30.98	\$ 31.91	\$ 32.86	\$ 0.90	\$ 0.93	\$ 0.96

Teacher Assistant Hired after 1/1/96

Step	FY24	FY25	FY26	FY27	FY25 Change	FY26 Change	FY27 Change
1	20.03	\$ 20.63	\$ 21.25	\$ 21.89	\$ 0.60	\$ 0.62	\$ 0.64
2	20.30	\$ 20.96	\$ 21.59	\$ 22.24	\$ 0.66	\$ 0.63	\$ 0.65
3	20.63	\$ 21.34	\$ 21.98	\$ 22.64	\$ 0.71	\$ 0.64	\$ 0.66
4	20.89	\$ 21.72	\$ 22.37	\$ 23.05	\$ 0.83	\$ 0.65	\$ 0.67
5	21.93	\$ 22.59	\$ 23.27	\$ 23.96	\$ 0.66	\$ 0.68	\$ 0.70
6	22.17	\$ 22.86	\$ 23.54	\$ 24.25	\$ 0.69	\$ 0.69	\$ 0.71
7	22.49	\$ 23.24	\$ 23.93	\$ 24.65	\$ 0.75	\$ 0.70	\$ 0.72
8	22.80	\$ 23.64	\$ 24.35	\$ 25.08	\$ 0.84	\$ 0.71	\$ 0.73
9	23.13	\$ 24.00	\$ 24.72	\$ 25.46	\$ 0.87	\$ 0.72	\$ 0.74
10	25.02	\$ 26.27	\$ 27.05	\$ 27.86	\$ 1.25	\$ 0.79	\$ 0.81
18	25.86	\$ 27.10	\$ 27.91	\$ 28.75	\$ 1.24	\$ 0.81	\$ 0.84

Sr. Accounting Technician Hired after 1/1/96

Step	FY24	FY25	FY26	FY27	FY25 Change	FY26 Change	FY27 Change
1	28.47	\$ 29.32	\$ 30.20	\$ 31.11	\$ 0.85	\$ 0.88	\$ 0.91
2	28.90	\$ 29.76	\$ 30.66	\$ 31.58	\$ 0.87	\$ 0.89	\$ 0.92
3	29.31	\$ 30.19	\$ 31.09	\$ 32.03	\$ 0.88	\$ 0.91	\$ 0.93
4	29.70	\$ 30.59	\$ 31.50	\$ 32.45	\$ 0.89	\$ 0.92	\$ 0.95
5	30.51	\$ 31.42	\$ 32.36	\$ 33.33	\$ 0.92	\$ 0.94	\$ 0.97
6	30.89	\$ 31.82	\$ 32.78	\$ 33.76	\$ 0.93	\$ 0.95	\$ 0.98
7	30.98	\$ 31.91	\$ 32.87	\$ 33.85	\$ 0.93	\$ 0.96	\$ 0.99
8	31.84	\$ 32.80	\$ 33.78	\$ 34.79	\$ 0.96	\$ 0.98	\$ 1.01
9	32.24	\$ 33.21	\$ 34.20	\$ 35.23	\$ 0.97	\$ 1.00	\$ 1.03
10	34.75	\$ 35.79	\$ 36.87	\$ 37.97	\$ 1.04	\$ 1.07	\$ 1.11
18	35.59	\$ 36.66	\$ 37.76	\$ 38.89	\$ 1.07	\$ 1.10	\$ 1.13

Handwritten signatures and initials in blue ink, including "AD", "JA", "SP", and "RZ".

OT Assisant, PT Assistant, Licensed Practical Nurse

Step	FY24	FY25	FY26	FY27	FY25 Change	FY26 Change	FY27 Change
1	28.79	\$ 29.66	\$ 30.55	\$ 31.46	\$ 0.86	\$ 0.89	\$ 0.92
2	29.17	\$ 30.05	\$ 30.95	\$ 31.88	\$ 0.88	\$ 0.90	\$ 0.93
3	29.63	\$ 30.52	\$ 31.44	\$ 32.38	\$ 0.89	\$ 0.92	\$ 0.94
4	30.02	\$ 30.92	\$ 31.85	\$ 32.81	\$ 0.90	\$ 0.93	\$ 0.96
5	30.92	\$ 31.84	\$ 32.80	\$ 33.78	\$ 0.93	\$ 0.96	\$ 0.98
6	31.25	\$ 32.19	\$ 33.15	\$ 34.15	\$ 0.94	\$ 0.97	\$ 0.99
7	31.68	\$ 32.63	\$ 33.61	\$ 34.62	\$ 0.95	\$ 0.98	\$ 1.01
8	32.12	\$ 33.09	\$ 34.08	\$ 35.10	\$ 0.96	\$ 0.99	\$ 1.02
9	32.57	\$ 33.54	\$ 34.55	\$ 35.58	\$ 0.98	\$ 1.01	\$ 1.04
10	35.23	\$ 36.29	\$ 37.38	\$ 38.50	\$ 1.06	\$ 1.09	\$ 1.12
18	36.42	\$ 37.51	\$ 38.64	\$ 39.80	\$ 1.09	\$ 1.13	\$ 1.16

Medical Assistant

Step	FY24	FY25	FY26	FY27	FY25 Change	FY26 Change	FY27 Change
1	22.40	\$ 23.08	\$ 23.77	\$ 24.48	\$ 0.67	\$ 0.69	\$ 0.71
2	22.70	\$ 23.38	\$ 24.08	\$ 24.80	\$ 0.68	\$ 0.70	\$ 0.72
3	23.07	\$ 23.76	\$ 24.47	\$ 25.20	\$ 0.69	\$ 0.71	\$ 0.73
4	23.36	\$ 24.06	\$ 24.78	\$ 25.53	\$ 0.70	\$ 0.72	\$ 0.74
5	24.53	\$ 25.26	\$ 26.02	\$ 26.80	\$ 0.74	\$ 0.76	\$ 0.78
6	24.80	\$ 25.54	\$ 26.31	\$ 27.10	\$ 0.74	\$ 0.77	\$ 0.79
7	25.15	\$ 25.90	\$ 26.68	\$ 27.48	\$ 0.75	\$ 0.78	\$ 0.80
8	25.50	\$ 26.27	\$ 27.06	\$ 27.87	\$ 0.77	\$ 0.79	\$ 0.81
9	25.86	\$ 26.64	\$ 27.44	\$ 28.26	\$ 0.78	\$ 0.80	\$ 0.82
10	27.98	\$ 28.82	\$ 29.69	\$ 30.58	\$ 0.84	\$ 0.86	\$ 0.89
18	28.92	\$ 29.79	\$ 30.68	\$ 31.60	\$ 0.87	\$ 0.89	\$ 0.92

Register Behavioral Therapist

Step	FY24	FY25	FY26	FY27	FY25 Change	FY26 Change	FY27 Change
1	22.40	\$ 23.08	\$ 23.77	\$ 24.48	\$ 0.67	\$ 0.69	\$ 0.71
2	22.70	\$ 23.38	\$ 24.08	\$ 24.80	\$ 0.68	\$ 0.70	\$ 0.72
3	23.07	\$ 23.76	\$ 24.47	\$ 25.20	\$ 0.69	\$ 0.71	\$ 0.73
4	23.36	\$ 24.06	\$ 24.78	\$ 25.53	\$ 0.70	\$ 0.72	\$ 0.74
5	24.53	\$ 25.26	\$ 26.02	\$ 26.80	\$ 0.74	\$ 0.76	\$ 0.78
6	24.80	\$ 25.54	\$ 26.31	\$ 27.10	\$ 0.74	\$ 0.77	\$ 0.79
7	25.15	\$ 25.90	\$ 26.68	\$ 27.48	\$ 0.75	\$ 0.78	\$ 0.80
8	25.50	\$ 26.27	\$ 27.06	\$ 27.87	\$ 0.77	\$ 0.79	\$ 0.81
9	25.86	\$ 26.64	\$ 27.44	\$ 28.26	\$ 0.78	\$ 0.80	\$ 0.82
10	27.98	\$ 28.82	\$ 29.69	\$ 30.58	\$ 0.84	\$ 0.86	\$ 0.89
18	28.92	\$ 29.79	\$ 30.68	\$ 31.60	\$ 0.87	\$ 0.89	\$ 0.92

Handwritten notes and signatures in the bottom right corner, including "PC", "MD", and several illegible signatures.

***Master Electrician**

Step	FY24	FY25	FY26	FY27	FY25 Change	FY26 Change	FY27 Change	FY25 plus Flat Rate \$7.45	FY26 plus Flat Rate \$7.69	FY27 plus Flat Rate \$7.93
1	22.96	\$ 23.65	\$ 24.36	\$ 25.09	\$ 0.69	\$ 0.71	\$ 0.73	\$ 31.10	\$ 32.05	\$ 33.02
2	23.36	\$ 24.06	\$ 24.78	\$ 25.53	\$ 0.70	\$ 0.72	\$ 0.74	\$ 31.51	\$ 32.47	\$ 33.46
3	23.79	\$ 24.50	\$ 25.24	\$ 26.00	\$ 0.71	\$ 0.74	\$ 0.76	\$ 31.95	\$ 32.93	\$ 33.93
4	24.17	\$ 24.89	\$ 25.64	\$ 26.41	\$ 0.72	\$ 0.75	\$ 0.77	\$ 32.34	\$ 33.33	\$ 34.34
5	24.94	\$ 25.68	\$ 26.45	\$ 27.25	\$ 0.74	\$ 0.77	\$ 0.79	\$ 33.13	\$ 34.14	\$ 35.18
6	25.39	\$ 26.15	\$ 26.93	\$ 27.74	\$ 0.76	\$ 0.78	\$ 0.81	\$ 33.60	\$ 34.62	\$ 35.67
7	25.88	\$ 26.66	\$ 27.46	\$ 28.28	\$ 0.78	\$ 0.80	\$ 0.82	\$ 34.11	\$ 35.15	\$ 36.21
8	26.30	\$ 27.09	\$ 27.90	\$ 28.74	\$ 0.79	\$ 0.81	\$ 0.84	\$ 34.54	\$ 35.59	\$ 36.67
9	26.74	\$ 27.55	\$ 28.37	\$ 29.22	\$ 0.81	\$ 0.83	\$ 0.85	\$ 35.00	\$ 36.06	\$ 37.15
10	29.22	\$ 30.10	\$ 31.00	\$ 31.93	\$ 0.88	\$ 0.90	\$ 0.93	\$ 37.55	\$ 38.69	\$ 39.86
18	30.07	\$ 30.98	\$ 31.91	\$ 32.86	\$ 0.91	\$ 0.93	\$ 0.96	\$ 38.43	\$ 39.60	\$ 40.79

*General Maintenance base pay plus Master Electrical License \$15,000

with a \$500 increase each year of this contract.

The rate for FY 25 is \$7.45, FY26 is \$7.69 and FY27 is \$7.93.

***Master Electrician 2nd Shift**

Step	FY24	FY25	FY26	FY27	FY25 Change	FY26 Change	FY27 Change	FY25 plus Flat Rate \$7.45	FY26 plus Flat Rate \$7.69	FY27 plus Flat Rate \$7.93
1	24.11	24.83	25.58	26.34	\$ 0.72	\$ 0.74	\$ 0.77	32.28	33.27	34.27
2	24.53	25.26	26.02	26.80	\$ 0.73	\$ 0.76	\$ 0.78	32.71	33.71	34.73
3	24.98	25.73	26.50	27.30	\$ 0.75	\$ 0.77	\$ 0.80	33.18	34.19	35.23
4	25.38	26.14	26.92	27.73	\$ 0.76	\$ 0.78	\$ 0.81	33.59	34.61	35.66
5	26.18	26.97	27.78	28.61	\$ 0.79	\$ 0.81	\$ 0.83	34.42	35.47	36.54
6	26.66	27.46	28.28	29.13	\$ 0.80	\$ 0.82	\$ 0.85	34.91	35.97	37.06
7	27.18	27.99	28.83	29.70	\$ 0.81	\$ 0.84	\$ 0.86	35.44	36.52	37.63
8	27.62	28.45	29.30	30.18	\$ 0.83	\$ 0.85	\$ 0.88	35.90	36.99	38.11
9	28.08	28.92	29.79	30.68	\$ 0.84	\$ 0.87	\$ 0.89	36.37	37.48	38.61
10	30.68	31.61	32.55	33.53	\$ 0.93	\$ 0.95	\$ 0.98	39.06	40.24	41.46
18	31.58	32.53	33.50	34.51	\$ 0.95	\$ 0.98	\$ 1.01	39.98	41.19	42.44

*General Maintenance base pay plus Master Electrical License \$15,000

with a \$500 increase each year of this contract.

The rate for FY 25 is \$7.45, FY26 is \$7.69 and FY27 is \$7.93.

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Lincoln Public Schools
Council 94 Hourly Rates - Hired Before 1/1/96
July 1, 2024 - June 30, 2027

Custodian, Inventory Control, Groundskeepers Hired before 1/1/96

Step	FY24	FY25	FY26	FY27	FY25 Change	FY26 Change	FY27 Change
10	25.82	\$ 26.60	\$ 27.39	\$ 28.21	\$ 0.78	\$ 0.79	\$ 0.82
18	26.68	\$ 27.48	\$ 28.31	\$ 29.16	\$ 0.80	\$ 0.83	\$ 0.85

Administrative Assistant I Hired after 1/1/96

Step	FY24	FY25	FY26	FY27	FY25 Change	FY26 Change	FY27 Change
10	25.86	\$ 26.63	\$ 27.43	\$ 28.25	\$ 0.77	\$ 0.80	\$ 0.82
18	26.72	\$ 27.52	\$ 28.33	\$ 29.18	\$ 0.80	\$ 0.81	\$ 0.85

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EXHIBIT B
DISTRICT STANDARD HEALTH PLAN SUMMARIES

om
SN
WD
PC
TC

EXHIBIT C
MEMORANDUM OF UNDERSTANDING
“BUILDING SPECIAL EDUCATION TEACHER ASSISTANTS”

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ORIGINAL

MEMORANDUM OF UNDERSTANDING
("Building Special Educational Teacher Assistants")

This agreement between the Lincoln Public School Department (hereinafter referred to as "Lincoln"), Council 94, and Local Union 2671 (hereinafter "Union") is entered into this ____ day of November 2018, freely and voluntarily under the terms and conditions set forth herein:

WHEREAS, Lincoln has notified the Union of its intention to alter the Special Education program at Lincoln and initially hire seven (7) teacher assistants "Teacher Assistant-Special Education Building Assistants" positions to bargaining unit 2671 in order to support the highly specialized need of the students and the new programs;

WHEREAS, Lincoln has indicated that the seven (7) initial positions have been identified as follows: four (4) at Lincoln Middle School, two (2) at Northern Lincoln Elementary, and one (1) at Central Elementary School.

WHEREAS, the parties are desirous of reaching a mutually agreeable resolution that continues to foster an amicable labor-management relationship, which would not result in a disruption in the active members of the bargaining unit; AND

NOW, THEREFORE, the parties hereto agree to a settlement under the following terms and conditions:

- 1) The seven (7) positions will be posted internally within Local 2671 and externally simultaneously.
- 2) Said positions will be assigned to the school and the Principal of each school will place the Teacher Assistant into a particular position at the beginning of the school year or at the formation of the position. Said Teacher Assistant will remain in the position that she/he is assigned for the duration of the year unless an emergency situation exists.
- 3) Current Local 2671 members shall have priority to bid on said positions, shall be selected for said positions and said positions shall be filled within thirty (30) days of the end of the posting. Seniority will be the sole determining factor in filling said positions. Members bidding for said positions must have their current Teacher Assistant certification.
- 4) After the positions are filled with qualified with Local 2671 members, the remaining positions may be filled by external candidates, who will become permanent full-time employees and Local 2671 bargaining unit members.
- 5) After the filling of these new positions, any vacant Local 2671 positions may be posted, bid and filled within 30 days with Local 2671 members. If after the bidding is completed, positions remain vacant, Lincoln may post and fill these positions with external candidates

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within 30 days of the close of the posting, who will become bargaining unit members of Local 2671.

6) All existing Teacher Assistants at the signing of this MOA will be provided requisite training for said positions.


7) For any additional positions added to this program, the same procedure described in this MOA will take place in filling said positions.


8) Said positions and the vacated positions will not be subject to Article 11.6 of the Collective Bargaining Agreement while the transformation into these new programs are facilitated.

9) The parties hereto acknowledge and agree that this Agreement does not constitute an admission of liability on the part of any party, does not constitute a practice or precedent of the parties and shall not be used in any future legal proceeding for any purpose whatsoever except to enforce the provisions of this Agreement as contained herein.


10) This Agreement constitutes the entire Agreement between Union and Lincoln with respect to the matters set forth herein. This Agreement may not be altered, amended, modified or otherwise changed in any respect or particular whatsoever, except by writing duly executed by authorized representatives of all parties to this Agreement, which writing must specifically reference an amendment to this Agreement. The Parties shall make no claim at any time or place that this Agreement has been altered orally or modified in any respect whatsoever.

For the Union


Xenophon Stavros, President
RI Council 94, AFSCME, AFL-CIO
Local 2671
Date: 11-1-18


Alexis Santoro, Deputy Executive Director
RI Council 94, AFSCME, AFL-CIO
Date: 11/1/18

For Lincoln


Superintendent Lawrence Filippelli
Lincoln Public Schools
Date: 11/5/2018

Handwritten initials and signatures in the bottom right corner, including "TR", "MD", "PC", and several illegible signatures.