

**A G R E E M E N T**

**BETWEEN**

**CITY OF PROVIDENCE**

**AND**

**RHODE ISLAND LABORERS' DISTRICT  
COUNCIL**

**ON BEHALF OF LOCAL UNION 1033**

**AFFILIATE OF THE  
LABORERS' INTERNATIONAL UNION  
OF NORTH AMERICA, AFL-CIO**

**Effective: July 1, 2019 to June 30, 2022**

**BUSINESS, EDUCATIONAL, SPECIALISTS,  
TECHNICAL STAFF (B.E.S.T.)**

# TABLE OF CONTENTS

	Page
ARTICLE I PERSONS COVERED BY THIS AGREEMENT	1
ARTICLE II NO DISCRIMINATION	3
ARTICLE III UNION SECURITY	3
ARTICLE IV OFFICIAL TIME OFF	6
ARTICLE V SENIORITY	7
ARTICLE VI EMPLOYEES	8
ARTICLE VII JOB SECURITY & VACANCIES	9
ARTICLE VIII SALARY SCHEDULE/LONGEVITY/WORK YEAR	10
ARTICLE IX VACATIONS/HOLIDAYS/RECESSES	14
ARTICLE X SICK LEAVE	17
ARTICLE XI LEAVES OF ABSENCE	20
ARTICLE XII OTHER LEAVE	21
ARTICLE XIII INSURANCES	24
ARTICLE XIV DISCIPLINE AND DISCHARGE	36
ARTICLE XV GRIEVANCE PROCEDURE	36
ARTICLE XVI JOB DESCRIPTIONS	38
ARTICLE XVII UNION BENEFIT TRUST FUNDS	38
ARTICLE XVIII TERMINATION OF EMPLOYMENT	40
ARTICLE XIX NO STRIKE-NO LOCKOUT	41
ARTICLE XX MANAGEMENT RIGHTS	41
ARTICLE XXI SEVERABILITY	42
ARTICLE XXII TUITION REIMBURSEMENT PROGRAM	42
ARTICLE XXIII MISCELLANEOUS	42
ARTICLE XXIV CHANGES AND AMENDMENTS	44
ARTICLE XXV DURATION OF AGREEMENT	45
EXHIBIT A PAC PARTICIPATION FORM	
APPENDIX A EMERGENCY SICK LEAVE BANK	

APPENDIX B      SALARY SCHEDULE

AGREEMENT made effective the 1st<sup>th</sup> day of July 2019, by and between the CITY OF PROVIDENCE, on behalf of the PROVIDENCE SCHOOL DEPARTMENT, hereinafter referred to as the "Employer", and the RHODE ISLAND LABORERS' DISTRICT COUNCIL on behalf of Local Union 1033 Business, Educational, Specialists, Technical Staff (B.E.S.T.) of the Laborers' International Union of North America, AFL-CIO, hereinafter referred to as the "Union".

W I T N E S S E T H

ARTICLE I  
PERSONS COVERED BY THIS AGREEMENT

Section 1. The Employer recognizes and acknowledges that the Union is the exclusive representative of, and this agreement shall apply to, all employees of the Employer in the classifications listed below who are included with the definition of "municipal employee" set forth in R.I.G.L. 28-9.4-2, excluding all other employees of the Employer:

Administrative Assistant	Occupational Therapist
Assistant Director of Business	Office Manager
Operations for Support Services	
Assistant Human Resource	
Generalist	
Assistant Supervisor Pupil	Operations Specialist
Transportation	Parent Engagement Specialist
Audiometrist Technician	Parent Involvers/Trainer
Budget Analyst	Physical Therapist
Budget Officer-Accounting	Placement Officer
	Plant Maintenance Coordinator
Child Care Worker	Plant Operations Coordinator
Child Opportunity Zone Specialist	PLATO Technicians
	Program Assistant
Class A Foreman	Research/Developer Liaison
Community Liaison	ROTC NCO
Community and Family Specialist	Route Foreman
Community Relations Liaison	School to Career Specialist
Specialist	
Computer Management Specialist	Senior Budget Officer



Computer Service Specialist

Developer/Demonstrator

Educational Research Assistant

Energy Control Technician

Expediter of Purchasing &  
Supplies

Fiscal Officer

Field Worker

Foreman Central Supply Warehouse

Head Custodian

Help Desk Analyst

Human Relations

Human Resource Specialist

Information/Referral Specialists

Internal Auditor

Job Coach

Laboratory Technician

Media Resource Assistant

Medicaid Specialist

Medicare Specialist

Social Coach

Student Registration & Placement  
Officer

Student Registration & Placement  
Specialist

Supervisor of Federal Programs

Supervisor of Payroll & Personnel  
Related Records

Supervisor of School Lunch

Supportive Counselor

Teacher Assistant Specialist

Technical Services Expediter

Technology Email

Administrator/Central

Office Support Specialist

Technology Field Support  
Specialist

Transportation Director

Transportation Nurse

Water Safety Instructor

Workshop Specialist

ARTICLE II  
NO DISCRIMINATION

Section 1. There shall be no discrimination by the Union or the Employer against any employee because of race, creed, color, national origin, age, disability, sex or sexual orientation. Nothing contained in this Collective Bargaining Agreement shall be interpreted or construed as a violation of the Americans With Disabilities Act of 1990.

ARTICLE III  
UNION SECURITY

Section 1. The Employer shall deduct from the wages of employees covered by this Agreement, in accordance with the express terms of a blanket authorization form provided by the Union and signed by an individual employee, the monthly dues of the Union for employees who chose to join the Union. In addition, the Employer shall deduct from employees' wages, in accordance with the terms of an authorization provided by the Union and signed by the employee, a monthly voluntary contribution to the Union for any employee who wishes to contribute and declines to be a member.

Section 2. Dues Deduction. The Employer agrees to the administration of a Union check-off system pursuant to which Union dues will be withheld from the employee's paycheck upon his/her written voluntary authorization. Upon receipt of such authorization, the Employer will deduct equal amounts from each paycheck, weekly, bi-weekly, or otherwise, as the frequency of the pay period may require. The Employer will transmit to the Union's treasurer withheld Union dues for the previous month's earnings not later than the 28th day of each month. Union dues shall be deducted on a 10-month basis in an amount equivalent to 12 months' dues for the paraprofessionals who work on a 10-month schedule.

Section 3. (A) In addition, the Providence School Department shall deduct the sum of three cents (3¢) per hour for each hour worked or paid for from the pay of those employees who so authorize on a voluntary basis to the Rhode Island Public Employees' Education and Political Action Committee (RIPEEPAC), created by the Union in accordance with Title 25, Chapter 17, R.I.G.L., as a voluntary contribution.

(B) Such deduction, if authorized by the employee, shall be

made from the employee's pay on each regularly scheduled pay day and shall be remitted to the RIPEEPAC monthly and by the 15<sup>th</sup> day of each month based upon the previous month's payroll. Authorization is granted by the employee's execution of the form attached to this Agreement as Exhibit A.

Section 4. The union agrees to indemnify the Employer for any and all costs and damages that the Employer may incur as a result of compliance with the provisions of this Article III.

Section 5. Redeployment/Reduction in the Workforce

Subject to the procedures and limitations contained herein, due to reasons of lack of work or lack of funding, the Employer may implement a redeployment of the workforce or a reduction in the workforce.

The Employer will initially address the issue of lack of work through redeployment of the workforce. The Employer will initially seek volunteers for reassignment to vacant and funded positions after affording the vacant and funded positions to all bargaining unit members in accordance with Article VII. Said volunteers, by seniority, who possess the job description qualifications for the vacant and funded position shall then be reassigned and shall carry departmental seniority to the new department and/or position. Said volunteers shall receive the wages of the position. If sufficient volunteers are not obtained, the Employer shall reassign the most junior employee. The reassigned employee shall receive the greater of the wages of the position or the wage rate of his classification prior to reassignment. If the reassigned employee is assigned to duties below his class but within his seniority group, said action shall not be subject to the grievance and arbitration clause. Positions to which junior employees are reassigned do not require re posting pursuant to Article VII.

The Employer will initially address the issue of lack of funding through redeployment of the workforce. The Employer will initially seek volunteers for reassignment to vacant and funded positions after affording the vacant and funded positions to all bargaining unit members in accordance with Article VII. Said volunteers, by seniority, who possess the job description qualifications for the vacant and funded position shall then be reassigned and shall carry departmental seniority to the new department and/or position. Said volunteers shall receive the wages of the position. If sufficient volunteers are not obtained, the Employer shall reassign the most junior employee. The reassigned employee shall receive the greater of the wages



of the position or the wage rate of his classification prior to reassignment. If the reassigned employee is assigned to duties below his class but within his seniority group, said action shall not be subject to the grievance and arbitration clause. Positions to which junior employees are reassigned do not require re posting pursuant to Article VII.

Following the exhaustion of the Employer's best effort to address the issue of lack of work or lack of funding by reassignment, the Employer shall seek volunteers for layoff (employees who volunteer to be laid off will not be allowed to exercise bumping rights but will retain rights to recall). If a sufficient number of employees do not volunteer for layoff, the Employer may layoff employees by inverse total employment seniority, i.e. last employee hired shall be the first employee laid off, the number of which cannot exceed ten (10%) percent of the bargaining unit workforce. All temporary and substitute employees shall be laid off prior to affecting permanent bargaining unit employees. All affected employees shall receive a two-week notice prior to implementing a layoff or pay in lieu of notice. Additionally, all affected employees shall be placed on a reemployment list for a twenty-four (24) month period and recalled in the inverse order of layoff to any position that the employee possesses the job description qualifications subsequent to the position being initially offered to all bargaining unit employees pursuant to Article VII.

Union Stewards and Building Representatives shall be considered senior in service for layoff purposes only.

The Union shall provide to the Human Resources Department a list of all Building Representatives not later than October 31.

The parties recognize that certain bargaining unit positions are funded through Federal or State funding program sources and should said Federal or State funding program sources be cut, reduced and/or eliminated, any resulting forced reduction in the work force shall not be in breach of the afore-stated lay off provision. Any such affected bargaining unit employee shall have, in addition to all other rights under this Collective Bargaining Agreement, the first opportunity, by seniority, to fill any future vacancy occurring within this bargaining unit and which vacancy the School Department determines to fill.

Section 6: Unless otherwise agreed to by the parties, the Employer shall not assign bargaining unit work to non-



bargaining unit persons.

ARTICLE IV  
OFFICIAL TIME OFF

Section 1. Conducting of Union Business.

(A) The Employer agrees that during working hours on or off the Employer's premises and without loss of pay, employees who are duly elected or appointed Local Union Representatives shall be allowed a reasonable amount of time to conduct Union activities relating to the bargaining unit such as post union notices, distribute union literature, attend negotiating meetings, process grievances and fulfill the duties of the office. It is understood that Union officials shall give reasonable notice to their immediate supervisor before leaving to conduct Union business. Any abuse of Article III by employees may result in disciplinary action.

(B) Union officers may use the communication facilities of the School Department for conducting regular Union business. This includes local telephone calls and the use of duplication equipment provided it does not interfere with the normal operation of school business. This provision shall not apply to any organization during the period between an order for an election and the day following the election.

Section 2. Access to Premises. Duly accredited representatives employed by the Union shall have access to the Employer's premises at all reasonable times for the purpose of investigating and processing grievances and conferring with local union representatives. If a conference is to be held with a representative of the Employer, a prior appointment should be made.

Section 3. Union Negotiating Committee. The Employer agrees that not more than four (4) members of the Union Negotiating Committee shall be excused from duty with pay for the time spent in negotiations, when negotiating sessions are scheduled during said employee's workday.

Section 4. School Board Agenda. The Union shall be furnished a copy of the agenda of every Committee meeting three (3) days in advance of each regular meeting and notice of a special meeting, as well as resolutions duly adopted at the last meeting.

Section 5. Union Materials. The Union shall have the right to post and distribute materials relating to union business. Space for bulletin boards shall be provided in each school building.

Section 6. Attendance at Funerals.

(A) Employees may, upon request, attend the funeral of another employee without loss of pay provided employment coverage is consistent with the needs of the school or department, and they are members of the Union delegation.

(B) The Officers and Members of the Union Executive board as well as stewards, may attend the funeral of the following without loss of pay: Members of the immediate families of Officers, Executive Board Members and stewards; an executive, representative or members of the Executive Board of Local 1033; or officers of other AFL-CIO affiliates.

(C) Such time off in subsections (A) and (B) above, shall not be unreasonably withheld.

ARTICLE V  
SENIORITY

Section 1. Seniority, for the purpose of this Agreement, shall be defined as the length of continuous service of a permanent employee in the Providence School Board within this bargaining unit. It is understood that it is the employee's responsibility to advise the Human Resources Department of his/her current address and telephone number. The Employer shall forward a seniority list to the Union, by Department, on an annual basis no later than October 31 of each year so that the Union may review said list and respond with acceptance or correction within 45 days. Disputes regarding seniority shall be processed through Expedited Arbitration.

Seniority shall be considered broken for the following reasons:

- (a) When an employee has been discharged for just cause.
- (b) When an employee voluntarily terminates his employment.
- (c) When an employee exceeds an authorized leave of

absence.

- (d) When an employee fails to respond to a RECALL NOTICE.
- (e) When an employee engages in other work without authorization while on leave of absence.
- (f) When an employee is laid off in excess of two (2) consecutive years.
- (g) When an employee is found to have submitted materially false information on his pre-employment application or his pre-employment medical history form.

ARTICLE VI  
EMPLOYEES

(A) The term "permanent non probationary employee" shall include any employee who has been employed by the Employer under this Agreement for a period in excess of six (6) months.

(B) Long-Term Substitute employees shall be entitled to permanent positions if they continue to serve for 60 days following the time period in which they achieve Long-Term Substitute status providing they maintain required minimum qualifications, satisfactory evaluations, and a position exists; said employees shall serve the probationary period provided for herein.

Furthermore, the employer agrees that it shall use substitute employees only in positions that are temporarily vacant due to the absence of a permanent bargaining unit employee.

(C) The term "permanent probationary employee" shall include any employee who has been employed by the Employer under this Agreement for a period of less than six (6) months. Permanent probationary employees may be dismissed without recourse under this Agreement.

(D) The term "temporary employee" shall include a person who is employed on a substitute, emergency, or sporadic basis, whether full or part-time. Temporary employees shall not be covered by the terms of this Agreement, unless they have been employed on a full-time basis for a period of sixty (60) consecutive workdays at which time they shall obtain Long-Term



Substitute status.

(E) 1. Replacement of employees in a higher classification.

A permanent employee shall be subject to assignment by the Superintendent, or designee, as a temporary replacement for an employee whose anticipated absence will be for more than two (2) weeks or in a vacancy for a period of forty five (45) days.

2. The salary increase of the replacement shall be the difference between his/her salary and the comparable step of the position being filled and shall be retroactive to the first working day of the appointment.

(F) Employees' Replacements.

1. There shall be no permanent replacement of permanent employees by voluntary, emergency or relief workers.

2. No school board employee shall knowingly perform work normally done by those within the bargaining unit, except in the absence of a permanent or probationary employee when and if no substitute employee is available.

(G) Filling of Vacancies.

1. Job experience may be substituted for educational background.

(H) Re-Employment of Former Employees.

1. A former employee who signifies his/her desire to return to the School Department within one (1) year after resignation and who is rehired, shall be placed on the same salary step in his/her new position, provided, that said step is within salary range of his/her new position.

## ARTICLE VII JOB SECURITY & VACANCIES

Section 1. (A) All vacancies which the administration decides to fill shall be posted on the Department's electronic applicant tracking system. Copies of all postings shall be sent to the Local Union office within two (2) days of such postings. Employees who desire a job vacancy may apply through the applicant tracking system.



Section 2. The successful bidder shall be given a trial period of up to sixty (60) days and if he/she is not deemed qualified for the position during that period, he/she shall be restored to the his/her former job and position.

Section 3. Filling Vacancies. (A) Subject to (B) below and unless otherwise agreed to by the parties, any posted vacancy shall be filled no later than forty-five (45) days from the date of posting when filled by a bargaining unit bidder and no later than sixty (60) days when filled by an external applicant, or upon expiration of the retiring employee's vacation leave, whichever is greater.

Recognizing the continuing requirement to provide the most effective and efficient public services, the parties agree to revise and update all job descriptions.

(B) Vacancies in the classification of Child Care Worker and Job Coach shall be posted and awarded as stated above but shall not be implemented (including any wage adjustments associated with the new position) until the beginning of the following school year semester (September or January).

## ARTICLE VIII SALARY SCHEDULE/LONGEVITY/WORK YEAR

Section 1. (A) Salary Schedule. In this Agreement and made part of it as an Appendix shall be the established Salary Schedule. It shall list by title all positions covered by this Agreement along with the salary steps for each position.

- I. Commencing on July 1, 2019 and terminating June 30, 2022, all new employees shall be compensated at a wage rate of fifteen percent (15%) below the applicable wages. Wages for said employees shall be increased in five percent (5%) increments annually. The parties acknowledge that this provision shall sunset and become null and void on June 30, 2022 and on said date, any member receiving wages at a rate below the applicable union wage rate shall have his/her wages increased to the applicable union wage rate.
- II. Effective July 1, 2019, there shall be an across the board wage increase for all bargaining unit employees of two percent (2%) over the June 30, 2019 rate.

III. Effective July 1, 2020 there shall be an amount equal to an across the board wage increase for all bargaining unit employees of two percent (2%) over the June 30, 2020 rate.

IV. Effective July 1, 2021 there shall be an amount equal to an across the board wage increase for all bargaining unit employees of three percent (3%) over the June 30, 2021 rate.

Section 2. Longevity Pay. (A) In addition to the salaries listed in this Agreement, there shall be paid a longevity supplement which shall be considered part of the employee's salary for other purposes in this Agreement, including pension purposes. This supplement shall be computed January 1st on the basis of the employee's salary and years of service, and the Longevity payment shall be payable on or after January 1st of each year in a lump sum as is practical

<u>YEARS OF SERVICE</u>	<u>PERCENTAGE AMOUNT</u>
5 yrs. but less than 10 yrs.	3%
10 yrs. but less than 15 yrs.	4%
15 yrs. but less than 20 yrs.	5%
20 yrs. or more	6%

FOR EMPLOYEES HIRED AFTER SEPTEMBER 1, 2005

<u>YEARS OF SERVICE</u>	<u>ANNUAL PERCENTAGE AMOUNT</u>
7 yrs. but less than 12 yrs.	3%
12 yrs. but less than 17 yrs.	4%
17 yrs. but less than 20 yrs.	5%
20 yrs. or more	6%

FOR EMPLOYEES HIRED AFTER JULY 1, 2015

<u>YEARS OF SERVICE</u>	<u>ANNUAL PERCENTAGE AMOUNT</u>
7 yrs. but less than 12 yrs.	2%
12 yrs. but less than 17 yrs.	3%
17 yrs. but less than 20 yrs.	4%
20 yrs. or more	5%

(C) Further, any employee within this bargaining unit who separates prior to January 1st will be eligible for a prorated payment of this Longevity supplement at the time of his/her

separation and this supplement will be included with his/her final payment.

Section 3. Premium Payments. (A) Time and one-half shall be paid for all hours assigned and performed in excess of the regularly-scheduled workday and regularly-scheduled work week; and, for call-back on holidays or vacation day.

(B) Any employee called into work outside of the regular work hours and for a period of time not connected to the regular work hours shall be paid at the overtime rate for all such hours and shall receive a minimum of four (4) hours pay at the overtime rate.

Section 4. Work Year.

(A) The 12-month employee's work year shall run from July 1 to June 30.

(B) The 10-month employee's work year shall be consistent with the school year calendar. Dates will be in accordance with the established School Year Calendar and the parties acknowledge and agree that the work year for all school building and educational program employees shall include an Orientation Day prior to the day that students report.

(C) The number of workdays and work hours vary in accordance with specific duties of the position at the time of employment.

(D) The workday starting and ending times for bargaining unit employees shall not be changed without prior notice and discussion with the affected employees and the Union.

(E) Effective with the 2011-2012 School Year, the Providence School Department shall annually provide Professional Development to all employees covered by this Agreement for a total of seven (7) hours per year and if this training is not provided during the regular work day, employees shall receive straight time wages for their attendance. The curriculum of this training shall be determined by the Superintendent.

Section 5. When School is not in Session (12-Month Employees): At all times when school is not in session, the normal workday shall begin at 8:30 A.M. and conclude at 4 P.M., unless such positions are posted with hours other than 8:30 A.M.



to 4:30 P.M. during the times when school is in session, in which case the workday shall either begin one-half hour later or conclude one-half hour earlier than the normal times, as determined by the Employer, when school is not in session. The exception is Custodial/Maintenance employees and Route Foremen who are covered by this agreement and who shall work a regular work day.

Section 6. Rest Periods.

(A) The duration of lunch periods shall remain as presently constituted.

(B) All employees' work schedules shall provide for a twenty (20) minute rest period in the morning and a ten (10) minute rest period in the afternoon.

Section 7. Inclement Weather. All employees shall respond to the radio announcement of the Superintendent relative to inclement weather. Twelve-month employees shall be required to report to work as soon as possible on a day when schools are closed due to inclement weather.

Section 8. Mileage.

(A)(1) Effective September 1 said payment for mileage will be at the rate of three hundred twenty-five dollars \$325.00 per month as a monthly allowance for only:

Plant Maintenance Coordinator  
Plant Operations Coordinator  
Class A Foreman  
Computer Network Specialist

This amount shall be adjusted each October 1 by the increase or decrease in Federal travel regulations for government use of privately owned vehicles.

(2) Employees required to utilize their personal vehicle in the course of their employment day, excluding initial travel from and to work/home, shall receive a mileage allowance. Effective September 1 said allowance shall be \$0.405 per mile. This amount shall be adjusted annually effective October 1, based upon the Federal Travel Regulations. Individuals who receive daily assignments to different work sites shall receive this travel allowance exclusive of travel to and from work/home.

(B) Any other employee in a classification not specifically mentioned in this Article and who is presently receiving a



mileage allowance shall receive that allowance in an amount consistent with the prevailing allowance rate for other School Department employees.

(C) The monthly mileage listed above shall be divided by the number of workdays in said month. For every workday that an employee is actually at work, he shall receive a fractional payment of the monthly mileage allowance.

(D) If an employee is absent for work for any reason, he shall not receive the fractional allowance. A holiday shall be deemed a workday.

Section 9. Biweekly Payroll. Effective with payment of the FY12 Longevity Supplement on or before January 15, 2012. Individuals who are converted to bi-weekly payroll for the first time and do not qualify for the longevity supplement on the first no-pay period, may, at the employee's request, receive a no interest bridge loan from the School Department in an amount equal to one week's regular wages. Said bridge loan shall be repaid to the School Department in equal deductions from all remaining bi-weekly paychecks through March 31, 2012. Said bridge loans must be repaid no later than March 31, 2012. Individuals who are placed on a no pay leave status subsequent to receiving a bridge loan shall authorize the School Department in a loan agreement to deduct said payment on March 31, 2012 from accrued vacation, personal time and/or sick days.

#### ARTICLE IX VACATIONS/HOLIDAY/RECESSES

Section 1. (A) Twelve-month personnel hired prior to July 1, 2002, shall accrue vacation benefits at the rate of two (2) days per month (24 days per year); after ten (10) years of service, 25 days.

(B)(1) Ten-month employees shall receive recesses in accordance with current practices.

(B)(2) Any twelve-month employee hired on or after July 1, 2002 and who has been in the employ of the Employer for more than six (6) months in the aggregate shall receive one (1) week's vacation leave with pay.

(B)(3) Any twelve-month employee hired on or after July 1, 2002 and who has completed one (1) year of employment shall be granted two (2) weeks' annual vacation leave each calendar year

with pay.

(B)(4) Any twelve-month employee hired on or after July 1, 2002 and who has completed five (5) years of employment shall be granted three (3) weeks' annual vacation leave each calendar year with pay.

(B)(5) Any twelve-month employee hired on or after July 1, 2002 and who has completed ten (10) years of employment shall be granted four (4) weeks' annual vacation leave each calendar year with pay.

(B)(6) Any twelve-month employee hired on or after July 1, 2002 and who has completed fifteen (15) years of employment shall be granted five (5) weeks' annual vacation leave each calendar year with pay.

(B)(7) Employees may discharge vacation leave in amounts less than a full workweek, but not less than one half (1/2) of a full workday.

(B)(8) Any twelve-month employee hired on or after July 1, 2002, may carry over a maximum of six (6) weeks' vacation leave to the next calendar year.

Section 2. Vacations for twelve-month employees hired prior to July 1, 2002, will normally be taken within a reasonable time after being earned, but in no case will accumulation of earned vacation entitlement be permitted to exceed sixty (60) days. Employees listed above shall have the option of requesting the days of vacation to be taken, subject to the workload and requirements of their assigned duties. Every effort will be made to maintain adequate coverage to properly implement the duties of each office.

Section 3. The requesting of vacation dates shall be determined as mentioned and shall be filed in the Human Resources Department by each employee.

Section 4. The Human Resources Department will collate the information for the approval of the Superintendent or designee and shall maintain an accurate accounting of vacation days earned and used by each employee.

Section 5. Upon termination of employment, the employee shall receive payment equal to the amount of vacation pay he/she

would have received had the termination not occurred. If termination is caused by death, such payment shall be made to the employee's spouse or beneficiary.

Section 6. Employees, entitled to vacation benefit under Sections 1-5 of this Article, may request their vacation pay be paid to them on the regular pay day next preceding the commencement of their vacation so long as each such employee makes a written request of the personnel office at least thirty (30) days in advance and which request shall include the dates of the employee's intended vacation.

Section 7. The Department may schedule up to two (2) one (1) week shutdowns to be taken as vacation by all employees. The vacation shutdowns will generally be scheduled during the first week of July and Christmas week. The Department will notify employees if it is going to shutdown by September 1 of the school year in which the shutdown is to occur.

Section 8. All employees are entitled to the following paid holidays:

Labor Day	Veterans' Day
New Year's Day	Memorial Day
Columbus Day	Victory Day
Martin Luther King Jr. Day	*Fourth of July
Election Day (on which schools are closed)	Thanksgiving Day
Presidents' Day	Thanksgiving Friday
Good Friday	Christmas Day

Section 9.

(A) Should any of the above holidays fall on a Saturday, the School Board has the option of declaring Friday a holiday or, if Friday is not declared a holiday, then to pay the employees the holiday pay for the holiday which falls on a Saturday. Whenever a holiday falls on a Sunday, the following Monday shall be a day off.

(B) Whenever a holiday listed above falls during a period of sick leave, employees shall receive regular pay and the day shall not be charged to sick leave. Whenever a holiday listed above falls during a recess, no additional compensatory time shall be granted.

(C) The Union Business Manager shall receive copies of all



vacation and recess schedules from the Superintendent.

Section 10. In lieu of holiday pay, ten (10) month employees shall receive an additional personal day for each designated holiday, as defined in Section VIII of this Article, that occurs during a school recess for which ten (10) month employees already receive recess pay.

Section 11. Except for employees on leave due to medical reasons, employees on unpaid leave of any nature shall cease to accrue leave after 26 weeks of unpaid leave.

Section 12. Vacation leave shall not accrue during any period in which an employee is serving a disciplinary suspension. For every work day that an employee is serving a disciplinary suspension, said employee's annual vacation accrual shall be reduced by 1/260ths; provided, however, that this provision shall not apply in any case in which the reduction as calculated above would result in an amount less than one (1) work day. In the event an arbitrator finds that any such suspension lacked just cause, he may award the affected employee any vacation accrual that he otherwise would have received during the suspension period.

Section 13. Recognizing the continuing requirement to provide the most effective and efficient public services, the parties hereto are committed to meet and confer in good faith to address consolidating sick leave, vacation days, and personal days as employee benefits and converting such with a paid time off (PTO) plan.

#### ARTICLE X SICK LEAVE

Section 1. Full-Pay Sick Leave. (A) Sick leave shall be granted to members of this bargaining unit at the rate of one (1) full-pay day per month. The total number of accumulated full-pay sick leave days shall not exceed one hundred and sixty (160) days.

Employees may use entire allotment of sick time for attendance upon members of the family within the household of the employee whose illness requires the care of such employee.



Sick leave shall be granted for the following reasons:

(1) Personal illness or physical incapacity to such an extent as to be rendered thereby unable to perform the duties of his position.

(2) Attendance upon members of the family within the household of the employee, whose illness requires the care of such employee, provided that not more than seven (7) working days with pay shall be granted to employees for this purpose in any one calendar year.

(3) Enforced quarantine when established and declared by the Department of Health, or their competent authority for the period of such quarantine only.

(B) All Employees will adhere to the Employer's Sick Leave Abuse Policy:

(1) Employees who are absent from work for four (4) or more consecutive working days are required to provide documentation from a physician or other reasonable evidence as determined by the Superintendent or Director of Human Resources. This documentation is to be presented to the Director of Human Resources' designated supervisor prior to starting work on the return date.

(2) The discharge of eight (8) sick days (with or without pay) within a four (4) month period will require the employee to provide medical documentation from a qualified physician or other reasonable evidence as determined by the Director of Human Resources. This documentation is to be presented to the Director of Human Resources' designated supervisor prior to starting work on the return date. This requirement will be in effect for six (6) months.

(3) If a continued pattern is present (as determined by management) the requirement will remain in effect for an additional ninety (90) days. If the requirement is lifted and there is a repeated instance of four (4) sick dates discharged in a four (4) month period, the physician's note requirement will be reinstated. Once again, this would be in effect for six (6) months. If no additional sick leave abuse occurs, the requirement is rescinded. If abuse does occur, further disciplinary action will occur up to and including termination.

Step 1. Failure to furnish medical documentation will result in lost time. The inability to furnish medical documentation will result in the employee's inability to discharge sick leave with notice that should a further occasion occur, the employer will commence with Step 2.

Step 2. Failure to furnish medical documentation will result in lost time, plus employee's inability to discharge sick leave, plus suspension equal to days of absence due to alleged illness/injury. If a further occasion should occur, the employer will commence with Step 3.

Step 3. Failure to furnish medical documentation will result in lost time, suspension and the employer will advance to pre-termination hearing.

(B) Employees who retire and receive a retirement benefit under the City of Providence Retirement System shall, upon retirement, be entitled to, for up to 50 days of accrued Sick Leave, a lump sum payment equal to twenty-five (25%) percent of the value of unused sick leave accumulated from July 1, 1987 to the date of their retirement, and for all accrued Sick Leave over 50 days, fifty (50%) percent of the value of unused sick leave accumulated from July 1, 1987 to the date of their retirement.

Section 2. Workers' Compensation. (A) Notwithstanding any exclusion to the contrary, members of the bargaining unit shall be covered by and entitled to receive Workers' Compensation benefits pursuant to the provisions of the Workers' Compensation Act of the State of Rhode Island while Workers' Compensation Law remains in effect.

(B) To the extent that said Workers' Compensation Act does not pay benefits at the inception of any incapacity, members of the bargaining unit shall be entitled to receive sick leave benefits for the first three (3) days of incapacity.

Section 3. Except for employees on leave due to medical reasons, employees on unpaid leave of any nature shall cease to accrue leave after 26 weeks of unpaid leave.

Section 4. Sick leave shall not accrue during any period in which an employee is serving a disciplinary suspension.

Section 5. Recognizing the continuing requirement to provide the most effective and efficient public services, the

parties hereto are committed to meet and confer in good faith to address consolidating sick leave, vacation days, and personal days as employee benefits and converting such with a paid time off (PTO) plan.

ARTICLE XI  
LEAVES OF ABSENCE

Section 1. Full-pay leaves shall be granted to employees as follows:

(A) For his own wedding two (2) days limited to those school days immediately preceding, during, or following the wedding;

(B) All employees shall receive one (1) full day with pay to attend either their High School or College graduation ceremonies or the High School or College graduation ceremonies of their child or grandchild if the date of graduation falls on the day upon which work is scheduled.

(C) For religious observance - three (3) days;

(D) For personal business - two (2) days.

(E) The Superintendent may grant leaves to Occupational Therapists, Physical Therapists, and CNAs at full pay within a school year for purposes connected with the welfare of the school and community. Said leave shall not exceed two (2) days each school year and shall not be unreasonably withheld.

Section 2. Half-pay leaves shall be granted to employees as follows:

(A) To attend funerals (outside the provisions of Article X - Section 3)

(B) To attend weddings.

Section 3. Bereavement Leaves. All employees of this bargaining unit shall be allowed:

(A) Five (5) consecutive school days without loss of pay in the case of the death of a father, mother, brother, sister, husband, wife or child, step-child, step-father, step-mother, step-brother, or step-sister or any member of the immediate household, including domestic partners of the same or opposite



sex who have lived in the same household for at least six (6) months and have made a commitment to continue to live as a family.

(B) Three (3) consecutive school days without loss of pay due to the death of his/her own grandparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law or grandchild; and

(C) One (1) school day without loss of pay due to the death of an uncle, aunt, first cousin, spousal grandparent, niece or nephew; and

(D) Further, such employees may be absent three (3) consecutive school days without loss of pay in the case of the death of a person who has not been residing in the residence of the employee providing he/she is solely responsible for all funeral arrangements of the deceased; and

(E) Further, two (2) additional workdays may be taken for personal reasons in connection with settling the affairs of a deceased as defined in the above paragraph of this section, limited to one year from date of death of the deceased.

## ARTICLE XII OTHER LEAVE

### Section 1. Court Leave and Jury Duty.

(A) When any regular employee is summoned for court service in connection with public school affairs in which the personal interests of that employee are not involved, said employee shall receive that part of his/her school salary that exceeds his/her pay for court service.

(B) An employee who is called for jury service in a court of law shall be excused from work for the days on which the employee serves and shall receive, for each such day of jury service on which the employee otherwise would have worked, the straight-time rate of pay for each hour of absence, less the amount received for jury duty. Employee will present proof of such service and the amount received therefor.

Section 2. Military Service. Any employee who enters the armed forces of the United States Army, Air Force, Marine, Coast Guard or Naval Forces, Reserve Forces or in the Rhode Island

National Guard or Naval Reserve, or by reason of enlistment, induction, commission or otherwise, and who has held a position in the School Department for 180 or more calendar days within the twelve months next preceding such entrance into the armed forces, is entitled to and is hereby granted military leave of absence from the said position commencing with the time of leaving said position for said purpose and continuing throughout the duration of said absence required by the continuance of service in the armed forces. Upon termination of such military service, the employee shall be entitled to all benefits provided in accordance with the requirements of all applicable federal and state laws. Such leave of absence shall be deemed to have expired six months after the date of discharge from or authorized separation from active duty as a member of the armed forces. Re-enlistment or other continued service in the armed forces resulting from a choice by the employee, shall serve to cancel such leave.

Section 3. Military Training Leave. Employees who, by reason of membership to the United States Army, Air Force, Marine, Coast Guard or Naval Reserve or the Rhode Island National Guard, are required by the appropriate authorities to participate in training activities or in active duty as a part of the state military force or special duty as a part of the federal military force, shall be granted military training leave with pay not to exceed twenty (20) days in any one calendar year. Should the employee be required to participate in such training activities for a period greater than twenty (20) days, he/she shall be granted leave without pay for days in excess of twenty (20) days. In the event any employee shall be entitled to additional military training leave compensation benefit by virtue of any City of Providence ordinance or state/federal law, the employee shall receive the greater of the contract benefit or the benefit to which he/she is entitled in accordance with the applicable ordinance or law.

Section 4. Maternity Leave. (A) An employee who elects to use the provisions of Article X of this Agreement entitled "Sick Leave" for temporary disability due to pregnancy shall not have the right to avail herself of the provisions of this Section. Notice of said election shall be made in writing no later than thirty (30) days prior to the commencement of the leave except for extenuating circumstances.



(B) The Superintendent shall grant a maternity leave of absence or a leave of absence in the case of an adoption, without pay, upon request, to a member of the bargaining unit.

(C) Written notice must be given to the Superintendent by a reasonable time, but not less than thirty (30) days prior to commencement of the leave. Extenuating medical circumstances will obviate the notice of leave. The leave of absence shall extend for at least one (1) year from the beginning of said leave. A request for a shorter leave shall be according to the request of the employee with proper medical certification that the employee is able to return to employment. An employee declaring her intention to resume her regular duties when she is physically able to do so as certified by a physician shall be allowed to return to her former position. The Superintendent must receive a written request for return from leave no less than thirty (30) days before the expiration of the leave.

(D) The Superintendent may extend the leave another year for other reasons beyond the one (1) year period. Any such extension shall be by written permission. However, the total period of leave shall not exceed two (2) years. Any absence beyond two (2) consecutive years shall be deemed a resignation.

(E) At the expiration of a leave, the employee shall be reinstated with all rights and benefits accorded to an employee on a no-pay leave. Subject to applicable law, an employee on leave shall have the option to retain her Comprehensive Medical Coverage and riders. Employees electing the option shall reimburse the Providence School Department on a monthly basis for the premium at the Providence Teachers' group rate.

Section 5. For Personal Reasons. (A) After one (1) year of service, an employee may be granted leave without pay not to exceed one (1) year provided the employee does not accept employment elsewhere during this period, providing, however, that full-time employment with the Union shall not be a violation of this section.

(B) No employee is to be displaced as the result of a person returning from leave. Such a position may be held open for one (1) year by the assignment of a substitute employee upon the request of the immediate supervisor.

(C) An employee may be granted leave for up to one (1) month without pay for personal reasons upon the discretion of the Superintendent or his designee. A valid reason shall be



given for refusal and this action shall be subject to the grievance and Arbitration provisions contained herein.

ARTICLE XIII  
INSURANCES

Section 1. A) The Employer shall provide all permanent employees who are covered by this agreement and their eligible family members with health care coverage as follows:

LOCAL UNION 1033

HEALTH CARE PLAN

COVERAGE LEVELS:

Health plan benefits for all employees shall include an annual deductible of \$750 per individual - \$1500 per family, maximum. The network allowance is based upon the U.S. Blue Cross PPO Regional allowance.

PRE-AUTHORIZATION: Authorization is obtained by participating (In Network) providers. Members are responsible only when using non-participating providers and for certain diagnostic testing, including MRI.

Hospital Inpatient, Outpatient and free standing ambulatory Surgi Center

In Network - Covered in full for unlimited days of care with all necessary medical services after meeting the annual deductible.

Out of Network- Coverage at 80% of the In Network allowance after meeting the annual deductible.

ANNUAL MAXIMUM EXPENSE:

Benefits increased to full coverage after an annual maximum expense of \$1,000 per individual; \$3,000 per family for all Health Care Plan out of pocket expenses, In Network.

Benefits increased to full coverage after an annual maximum

expense of \$1,000 per individual; \$3,000 per family for all Health Care Plan out of pocket expenses, Out of Network.

Benefits increased to full coverage after maximum expense of \$1,300 per individual; \$2,600 per family for all non-oral RX out of pocket expenses.

Benefits increased to full coverage after maximum expense of \$1,300 per individual; \$2,600 per family for all oral RX out of pocket expenses.

All deductibles, co-pays, and co-insurance apply to the Out of Pocket Maximum.

LIFETIME MAXIMUMS: Unlimited.

DEPENDENT COVERAGE: Spouse and children (Children through the end of the month in which the child turns age 26).

#### OUTPATIENT SERVICES:

PREVENTIVE & EARLY DETECTION CARE: Including Well-baby visits, Adult Annual, Pediatric Office visits, Preventive counseling/education, Immunizations administered by a Healthcare Professional and Preventative Screenings. In Network covered in full.

Out of Network- \$15 copay, then coverage at 80% of the In Network allowance after meeting the annual deductible.

OFFICE VISITS: In Network- \$0. Co-payment at In Network PCMH, \$15 co-payment at Primary Care Physician, \$30. copayment for Specialist, except Preventative & Early Detection Care as defined above. Out of Network-Above stated copayment then coverage at 80% of the In Network allowance after meeting the annual deductible.

EYE EXAMS: In Network-\$15 co-payment for one routine exam per year.

Out of Network-\$15 copay, then coverage at 80% of the In Network- allowance after meeting the annual deductible.

OUTPATIENT SURGERY: In Network- Covered in full, after meeting the annual deductible.

Out of Network- Coverage at 80% of the In Network- allowance, after meeting the annual deductible.

DIAGNOSTIC LAB & X-RAY (certain diagnostic testing is subject to Pre-authorization): In Network- Covered in full after meeting the annual deductible, excepting preventative and early detection testing.

Out of Network- Coverage at 80% of the In Network- allowance after an annual deductible.

CHIROPRACTIC CARE (15 per year total visits In and Out of Network):

In Network- Office visits \$30. co-payment; lab tests & x-rays covered in full, after meeting the annual deductible .  
Out of Network- Office visits \$30. Co-payment then coverage at 80% of the In Network allowance after an annual deductible; lab tests & x-rays Plan pays 80% of the In Network allowance after an annual deductible.

INPATIENT SERVICES (includes MATERNITY):

HOSPITAL ROOM & BOARD including SURGICAL-MEDICAL: In Network- Covered in full for unlimited days of care in a semiprivate room with all necessary medical services, after meeting the annual deductible.

Out of Network- Coverage at 80% of the In Network allowance for unlimited days of care in a semiprivate room with all necessary medical services, after meeting the annual deductible.

ORGAN TRANSPLANT: In Network- Covered in full for unlimited days of care for eligible services to the recipient and the donor associated with kidney, liver, lung, heart, cornea and homologous bone marrow transplants, after meeting the annual deductible.

Out of Network- Coverage at 80% of the In Network allowance for eligible services to the recipient and the donor, after meeting the annual deductible.

Free Standing Surgi Center In Network- Covered in full after meeting the annual deductible.

Out of Network- Coverage at 80% of the In Network allowance, after meeting the annual deductible.

EMERGENCY ROOM: \$125 co-payment for treatment of accident



or life threatening medical emergency within 24 hours of onset of symptoms (co-payment waived if admitted to Hospital within 24 hours. including being held for observation in excess of 8 hours.

URGENT CENTER: "Walk In" In Network- \$45. Co Pay.  
Out of Network- \$45. Co Pay then coverage at 80% of the In Network allowance.

TELEMEDICINE - \$7.50 co-copay at designated Telemedicine Network. No coverage outside of network.

DIALYSIS SERVICES: In Network- in patient, outpatient, covered in full after the meeting annual deductible. In-home dialysis is covered in full.  
Out of Network- coverage at 80% of the In Network allowance, after meeting the annual deductible.

RADIATION THERAPY/CHEMOTHERAPY SERVICES: outpatient & physician's office, In Network- Covered in full.  
Out of Network- Coverage at 80% of the In Network allowance, after meeting the annual deductible.

RESPIRATORY THERAPY: outpatient & physician's office, In Network- Covered in full.  
Out of Network- Coverage at 80% of the In Network allowance, after meeting the annual deductible.

BEHAVIORAL HEALTH, MENTAL HEALTH & SUBSTANCE ABUSE  
INPATIENT: In Network- Covered in full for an unlimited days of care after meeting the annual deductible.  
Out of Network- Coverage at 80% of the In Network- allowance, after meeting the annual deductible.

OUTPATIENT: In Network- Covered in full for an unlimited days of care after meeting the annual deductible.  
Out of Network- Coverage at 80% of the In Network- allowance, after meeting the annual deductible.

PHYSICAL, SPEECH & OCCUPATIONAL THERAPY OUTPATIENT:  
In Network- 80% coverage after meeting the annual deductible. Covered in full if within 30 days of hospital admission.  
Out of Network- 80% of the In Network allowance, after meeting the annual deductible.

PRIVATE DUTY NURSING: In Network- 80% coverage.  
Out of Network- 80% of the In Network allowance, after meeting the annual deductible.

HOME HEALTHCARE: In Network- \$20. per day co pay then cover in full. Covered in full if within 30 days of hospital admission.

Out of Network- \$20. per day co pay then 80% of the In Network allowance, after meeting the annual deductible.

AMBULANCE: - \$50. Co pay per occurrence.

DURABLE MEDICAL EQUIPMENT, MEDICAL & DIABETIC SUPPLIES, ENTENAL FORMULA & FOOD, PROSTHETIC DEVICES: In Network- 80% coverage after meeting the annual deductible. Out of Network- 80% of the In Network allowance, after meeting the annual deductible.

SKILLED NURSING FACILITY CARE (skilled or sub-acute care)  
In Network- \$20. per admission co pay then covered in full.

Out of Network- \$20. per admission co pay then 80% of the In Network allowance, after meeting the annual deductible.

AUTISM SERVICES: Behavioral analysis, PT, OT, ST and Autism diagnosis:

In Network- Covered in full.

Out of Network- 80% of the In Network allowance, after meeting the annual deductible.

\* Intermittent Home care services and Home Hospice, Cardiac Rehab, Gender Affirmation Services, Hearing exam, diagnostic testing and Hearing aids, Leukocyte Antigen testing, Infusion Therapy Administration and Infertility Treatment are covered by RI Law, greatest level of coverage is always received In Network.

SELF ADMINISTERED INNOCULATIONS: 80% coverage; administered by the City of Providence's Prescription Benefits Manager.

Section 1(B). Health Reimbursement Account (HRA)

(i.) Establishment of Account.

In January, 2019 the City established and funded a new and distinct Healthcare Reimbursement Account (HRA) which is administered by the City's health insurer's CDH (Consumer Driven Health) Administrator for the benefit of the parties, for the purpose of offsetting the cost of the deductible for the new healthcare plan outlined herein. On a quarterly basis, the CDH Administrator shall provide monthly reports to the parties regarding the funding level of the HRA account, and, on a quarterly basis, the CDH Administrator shall provide to the parties a report detailing the number of claims filed for reimbursement, the amounts reimbursed for each claim, and information concerning the percentage of the annual allowance utilized by each member covered by the plan.

The parties agree that the City shall continue to fund the Healthcare Reimbursement Account (HRA) and, effective, July 1, 2019, the City shall fund the Full Corpus of the HRA benefit. As used in this Agreement, the "Full Corpus of the HRA benefit" shall mean: funding of the deductible, for each employee, at the benefit level provided below.

The City shall thereafter, no later than July 1 of each succeeding year, or such earlier date should the Corpus of the Fund decrease to 20% or less of the original funding level, replenish the HRA to ensure that the Full Corpus of the HRA benefit is provided for in the account.

(ii.) Benefit Levels

No employee shall be able to utilize, on an annual basis, any more than his or her Pro Rata share of the HRA benefit. "Pro Rata share of the HRA benefit" as used in this agreement shall mean:

For employees hired prior to January 1, 2019, shall mean the full and applicable deductible amount, individual and family plan.



For employees hired on or after January 1, 2019, shall mean \$300 for employees with individual plan coverage and \$600 for employees with family plan coverage.

Section 1(C). Notwithstanding the foregoing, with thirty (30) days' prior notice to the Union, the Employer shall have the right at any time during this Agreement to provide substantially equal medical insurance benefits under a different plan than those specified in Section 1 and in lieu thereof.

Section 1 (D). Upon presentation of proof of alternative health care coverage pursuant to a non-Employer paid plan satisfactory to the Employee's Benefit Coordinator, employees eligible for paid health care insurance under this agreement may choose not to be covered under the Employer's group health insurance policies. Eligible employees enrolled in a family plan making this choice shall receive \$1,500.00 for each full contract year in which they are not covered for family coverage and for those dropping individual coverage, the compensation shall be \$750.00 for each full contract year of non-coverage by a City plan. The parties understand and agree that employees whose spouses are employed by the City or the Providence School District and those who have chosen not to be covered by Employer policies shall not be eligible for this benefit. For each year in which the employee opts out under this Section, he shall receive no coverage pursuant to this Article, except that employees may opt back into the Plan in the event of a major life event causing loss of alternative and/or equivalent coverage, such as death or loss of employment of a spouse. Proof of loss of said alternative coverage and/or equivalent coverage may be required by the Employer before the employee is re-enrolled. Payments to employees under this provision shall be made at the end of each year, in arrears, for the period of July to June with payment made in June. If an employee has opted back into Employer coverage during the course of a contract year, he shall not be entitled to any payment under this Section for that year.

Section 1 (E). On the effective date of this Agreement, all permanent employees shall co-share in the cost of healthcare benefits provided in this Article through pre-tax weekly payroll deduction (if permissible by law) as follows:

Employees with annual base wages of \$51,501.00 or more shall co-share in the cost of healthcare insurance benefits provided in

this Article through pre-tax weekly payroll deduction by the payment of 20% of the negotiated working rate. Employees with annual base wages that are less than \$51,501.00 but more than \$43,501 shall co-share in the cost of healthcare insurance benefits provided in this Article through pre-tax weekly payroll deduction by the payment of 16.5% of the negotiated working rate. Employees with annual base wages that are less than \$43,501 shall co-share in the cost of healthcare insurance benefits provided in this Article through pre-tax weekly payroll deduction by the payment of 15% of the negotiated working rate. These rates shall be indexed to reflect the salary increases over the life of the agreement.

It is acknowledged that the premium/working rate for the purpose of computing the employee co-payment shall be as determined annually by a consultant selected by the parties, shall include utilization and paid claims, and shall not increase by more than 9.5% annually.

Section 1 (F). New Wellness Benefit Effective July 1, 2019, the parties agree to implement a new wellness benefit, which shall incentivize healthy behavior and shall be developed by the parties. Any employee who participates in the wellness program will be eligible to have his or her co-share obligation decreased by up to \$300 annually for an individual plan and \$600 annually for a family plan.

Further, effective July 1, 2019, any employee who fails to receive an Annual Preventative Medicine Exam during a contract year shall have his or her co-share obligation increased by an additional one percentage point (1%) (e.g. 21%, 17.5% or 16%) for the following contract year unless exempted by both the Administrator of the RI Public Employees Health Services Fund and the City's Director of Employee Benefits.

Section 1 (G). The Employer also agrees to continue health coverage for retirees and retirees' spouses for life for employees who retired on or after March 1, 1989, and prior to September 3, 1995. The plan of coverage shall be the plan elected by the individual on the date of retirement. Said coverage shall be converted to Plan 65 coverage upon attainment of the age of 65 or, at the option of the retiree, a Medicare approved HMO with a benefit plan substantially equivalent to that existing at the time this Agreement is executed with all premium payments for said plan borne by the Employer.

The Employer shall furnish health care coverage, on an individual basis only, to employees who retire(d) on or after



September 3, 1995. Said coverage shall be of the same plan in effect when the retiree was an active employee up to age 65. Upon attainment of age 65 or at such age as to qualify for Medicare, said coverage shall convert to Plan 65 or, at the option of the retiree, a Medicare approved HMO with a benefit plan substantially equivalent to that existing at the time this Agreement is executed with all premium payments for said plan borne by the Employer. This coverage shall be for life. The Employer also agrees to provide this coverage to the retiree's spouse upon the death of the retiree.

Additionally, all permanent employees hired on or after July 1, 1992, must be actually employed by the City of Providence and or the Providence School District for at least ten (10) years and receiving retirement benefits under the City of Providence Employees' Retirement System prior to qualifying for Retiree Medical Care Coverage.

Individuals retiring on or after October 15, 2005 shall co-share at the individual rate, as stated above and as in effect on the last day worked through pre-tax monthly pension payroll deduction (if permissible by law) and shall receive the Individual Plan until becoming Medicare eligible at which time the retiree shall receive Plan 65 or a Medicare approved HMO (with a benefit plan substantially equivalent to that existing at the time this Agreement is executed) with all premium payments for said plan borne by the Employer.

Employees hired on and after July 1, 2008, shall no longer receive Retiree Post Medicare health benefits paid for by the employer; but the employer shall allow said employees to purchase Post Medicare eligible healthcare at the retiree's cost and at the employer's group rate. Said employees shall be required to participate in a Designated Savings Account or other savings vehicle approved by the City and the Union at a rate of five cents (\$.05) per hour with the funds being used for said Retiree Post Medicare healthcare.

Section 1 (H). Upon presentation of proof of alternative health care coverage pursuant to a non-Employer paid plan satisfactory to the Benefit Coordinator, retirees eligible for paid health insurance under this Agreement may choose not to be covered under the Employer's group health insurance policies. Eligible retirees enrolled in a plan making this choice shall receive \$750.00 for each full contract year of non-coverage by an Employer plan. The parties understand and agree that retirees whose spouses are employed by the Employer and those who have chosen not to be covered by Employer policies shall not



be eligible for this benefit. For each year in which the retiree opts out under this section, he shall receive no coverage pursuant to this Article, except that retirees may opt back into the Plan in the event of a major life event causing loss of alternative and equivalent coverage, such as death or loss of employment of a spouse. Proof of loss of said alternative coverage or equivalent coverage may be required by the Employer before the retiree is re-enrolled. Payments to retirees under this provision shall be made at the end of each year, in arrears for the period of July to June with payment made in June. If a retiree has opted back into Employer coverage during the course of a contract year, he shall not be entitled to any payment under this section for that year. When a retiree opts back into coverage or receives post retirement coverage under this Article, said retiree shall be afforded the opportunity to purchase all supplemental coverage heretofore existing including spousal coverage, RX, and dental coverage, under all of the conditions that existed on the retiree's initial retirement date.

Section 1 (I). In lieu of Section 1 (G) above, the Employer's obligation to provide retiree healthcare coverage to a specific retiree shall be suspended in the event that the retiree is eligible for medical insurance under any health care plan, including that made available through the retiree's spouse, providing that said plan is equivalent in coverage and cost. If coverage is not equivalent or if the plan's cost exceeds the cost to the retiree of a City Plan, then the Employer shall have the option of providing payment to make the cost equal and/or providing only such coverage as to make the plans equivalent or maintaining the City Plan for the retiree, all pursuant to all provisions contained herein for retirees on said retirement date. At the request of the , the retiree shall be obligated to provide proof that he or she is not eligible to receive healthcare coverage from another source or that coverage is not otherwise equivalent coverage pursuant to this agreement. Subsequent to retirement, should a retiree whose healthcare coverage is suspended in accordance with this provision, lose alternate coverage from an alternate source, the Employer shall restore coverage on the first day of the month after notice has been received under the same terms as those that existed at the retiree's date of retirement.

Section 2. Any employee having an application for Accidental Disability Retirement benefits pending before the Retirement Board shall have the right to appear before the Board and may be represented by Counsel, or by the Union

Representative, prior to the Board's action upon the application.

Section 3. Any employee who sustained an on-the-job injury prior to July 1, 1981, having an application for Temporary Disability Benefits, shall have right to appear before the Commission on Relief of Injured Employees, and may be represented by Counsel, or by Union Representative, prior to the Commission's action upon the application. Said employee shall be entitled to Temporary Disability benefits as outlined in the City of Providence Injured Employees' Act. In addition, the Department Head shall forward any accident report to the Commission within forty-eight (48) hours of the report being filed by the employee.

Any employee who sustains an on-the-job injury as of July 1, 1981, shall be entitled to Workers' Compensation benefits in accordance with the General Laws of the State of Rhode Island, Title 28, Chapters 29 to 38 inclusive.

Section 4. Coordination of Benefits: The Employer's obligation to provide healthcare coverage to a specific member's eligible spouse shall be suspended in the event that the spouse is eligible for medical insurance under any healthcare plan which is equivalent in all aspects of coverage and cost to the City plan. If said spouse's other available healthcare plan coverage is not equivalent to the City plan or if the Plan's cost exceeds the cost of the City plan, then the Employer shall have the option of: (a) providing payment to the member to make the cost equal, (b) and/or providing only such coverage as to make the plans equivalent, or (c) maintaining the City plan for the spouse. At the request of the Employer, the member shall be obligated to provide proof that his or her spouse is not eligible to receive healthcare coverage from another source or that such coverage is not otherwise equivalent coverage pursuant to this agreement. Should the spouse lose the alternate coverage from an alternate source, the Employer shall restore spousal healthcare coverage on the first day of the month after notice has been received. The aforementioned healthcare coordination of benefits for Active Members' spousal coverage will not reduce the members' healthcare benefits or increase the co-payments/co-shares or costs paid by members or their spouses if such spouses become covered by another healthcare plan through coverage and benefits. Members' spouses will be no longer eligible to decline healthcare benefits in return for the receipt of "buyback" stipends.



Section 5. The Employer will maintain the continuation of medical insurance until a decision is rendered by an arbitrator for terminated employees; however, with respect to employees with one (1) year or less of Employer service, said continuation shall not exceed the actual amount of Employer service, not inclusive of the probationary period. Additionally, no purchases of service of any type may be added or included in the actual Employer service.

Section 6. Dental.

(A) For the purpose of providing employees covered by this Agreement with Dental benefits individual coverage and family coverage as appropriate, the Employer agrees to contribute the sum of \$83.74 per month for each employee covered by this Agreement who is included in the payroll for that month to The Rhode Island Public Employees' Health Services Fund.

For purposes of this section, an employee receiving Workers' Compensation benefits shall be considered to be included in the payroll for that month.

(B) Said contributions will be paid to the Fund no later than the fifteenth (15th) day of each month and shall be based on the preceding month's payroll.

Said remittance shall include all necessary reporting forms.

(C) The Employer shall continue to contribute \$83.74 per month for each ten (10) month employee covered by this Agreement as if that ten (10) month employee were a twelve (12) month employee, during the annual summer non-work period.

Section 7. Any improvements in health insurance, negotiated by any other Union with the Providence School Board, shall be automatically given to the employees covered by this Agreement.

Section 8. Life Insurance. The Employer shall provide, consistent with the current practice and benefits, each employee covered by this Agreement with a whole life insurance policy, effective the employee's date of hire and with a death benefit and the accidental death and dismemberment benefit level of \$10,000. each.

Section 9. Disability Insurance. The Employer shall provide, consistent with the current practice and benefits, each



employee covered by this Agreement with a \$100.00 per week accident and disability insurance policy. Said coverage shall include a thirty (30) day waiting period and cover non-occupational illness and injury only.

#### ARTICLE XIV DISCIPLINE AND DISCHARGE

Section 1. The Employer shall have the right to discipline employees up to and including discharge for just cause. The Union shall be given written notice of any disciplinary action that involves suspension or discharge.

Section 2. When the Employer proposes to discipline an employee, except for counseling, oral reprimand or written reprimand, the following procedures will apply:

A. The employee will be given a prompt hearing. When necessary, at the discretion of the Employer, and depending on the nature of the charges, the employee will be placed on administrative leave with pay for a maximum of five (5) working days with which time the Employer will conduct a hearing.

B. If the Employer requires additional time beyond the five (5) working days administrative leave with pay to prepare for the hearing, the employee shall remain on administrative leave with pay until the hearing is held. In no case shall administrative leave with pay exceed ten (10) working days.

C. If the Union requires additional time beyond the five (5) working days administrative leave with pay to prepare for the hearing, the employee shall be placed on leave without pay.

#### ARTICLE XV GRIEVANCE PROCEDURE

Section 1. Definition. A "grievance" is defined as a written complaint by an employee or the union alleging a violation of this agreement. It must be specific, and it must identify the Article and Section of this agreement allegedly violated by the Employer. The term grievance shall not include any complaint with respect to any matter that falls outside the employer's authority or jurisdiction.

Section 2. Procedure. Employees and/or the union shall adhere to the following procedure in presenting grievances:

Step 1. Within five (5) days from the date of the occurrence or event giving rise to the grievance, the employee must discuss the problem orally with his/her immediate supervisor, who shall attempt to resolve the matter informally. Grievances filed by the Union may commence at Step 2, which shall be taken by the Union within five (5) days from the occurrence or event giving rise to the grievance.

Step 2. If the matter is not resolved at Step 1, the Union and/or the employee must submit a written grievance to the personnel administrator within five (5) days of the immediate supervisor's decision. The personnel administrator shall, within five (5) days of receipt of the written grievance, schedule a meeting to decide its merits. Within seven (7) days following the meeting, the personnel administrator shall render a written decision, copies of which shall be sent to the superintendent and the Union.

Step 3. If a grievance is not resolved at Step 2, the Union and/or the grievant may appeal the personnel administrator's decision to the superintendent. Such appeal must be submitted in writing to the superintendent within ten (10) days following receipt by the Union of the personnel administrator's decision. Within five (5) days following his receipt of the appeal, the superintendent or his designee shall schedule a meeting for the purpose of deciding the merits of the appeal. The appeal must state specifically the grounds on which the Union claims that the personnel administrator erred in reaching his/her decision. The superintendent shall evaluate the personnel administrator's decision and the written appeal filed by the union and renders a written decision within five (5) days of the receipt of the appeal. A copy of the decision shall be sent to the union.

Step 4. (A) If the grievance is not resolved at Step 3, it may be submitted by the Union to arbitration within fifteen (15) days of the superintendent's decision. Arbitration shall be initiated by the Union's filing a request to the American Arbitration Association in accordance with its rules and procedures, with a copy of same forwarded to the superintendent. A decision rendered in accordance with the Association's rules shall be final and binding upon the parties, except that the arbitrator shall have no power to add to, subtract from, modify



or disregard any of the terms of this agreement. The expenses of the arbitrator shall be borne equally by the parties.

(B) Grievances, which are not submitted within the time limits set forth above, or which are not appealed within the time limits set forth above, shall be considered waived and not entitled to further consideration unless the time is extended by mutual agreement of the parties. The Union agrees to screen the grievances in order to prevent the unnecessary consumption of time which results from the filing of meritless grievances.

Section 3. Sustained grievances and grievance resolution agreements shall be implemented within thirty (30) days. If the School Department fails to implement the same, the matter shall be submitted to expedited arbitration.

Section 4. The Employer will maintain the continuation of medical insurance until a decision is rendered by an arbitrator for terminated employees; however, with respect to employees with one (1) year or less of Employer service, said continuation of care shall not exceed the actual amount of Employer service, not inclusive of the six (6) month probationary period. Additionally, no purchases of service of any type may be added or included in the actual Employer service.

#### ARTICLE XVI JOB DESCRIPTIONS

Section 1. The Employer shall write and maintain a file of job descriptions for positions covered by this Agreement. A copy of all job descriptions for positions covered by this Agreement shall be submitted to the Union Business Manager upon the execution of this Agreement. If the Union feels that the description does not accurately portray the duties of the job, it may grieve.

#### ARTICLE XVII UNION BENEFIT TRUST FUNDS

Section 1. In order to provide each employee covered by this Agreement and their dependents with the benefits described below, which are provided through Union Benefit Trust Funds, the Employer agrees to contribute \$1.93 per hour for each straight-time hour each employee covered by this Agreement is paid, of which an addition of not less than three cents (\$.03) per hour for each straight-time hour each employee covered by this



Agreement is paid shall be allocated to the "Rhode Island Public Employees' Training Fund." The above language notwithstanding, the Employer's contribution shall be paid for the full day [six (6), seven (7) or eight (8) hours] for every day that the employee receives pay, including days of holiday and leave, or a contribution is otherwise due under Section 3 below.

Effective January 1, 2021, the Employer's contribution to the Union Benefit Trust Funds shall increase by two cents (\$.02) to a total of \$1.95 per hour for each straight-time hour each employee covered by this agreement is paid.

Effective January 1, 2022, the Employer's contribution to the Union Benefit Trust Funds shall increase by two cents (\$.02) to a total of \$1.97 per hour for each straight-time hour each employee covered by this agreement is paid.

Section 2. Said contributions will be paid to the Fund no later than the fifteenth (15th) day of each month and shall be based on the preceding month's payroll.

Said remittance shall include all necessary reporting forms.

Section 3. An employee receiving Workers' Compensation benefits shall be considered to be working his normal and regular workweek.

Section 4. The Employer shall contribute \$1.36 per hour per each ten (10) month employee covered by this Agreement based on the number of hours each ten (10) month employee would work, if that ten (10) month employee were a twelve (12) month employee, during the annual summer non-work period. Effective January 1, 2021 said contribution shall increase by two cents (\$.02) to a total of \$1.38 per hour and effective January 1, 2022, said contribution shall increase by an additional two cents (\$.02) to a total of \$1.40 per hour, all for each ten (10) month employee covered by this Agreement based on the number of hours each ten (10) month employee would work, if that ten (10) month employee were a twelve (12) month employee, during the annual summer non-work period.

Section 5. Each employee covered by this Agreement and their dependents shall be provided prescription drug benefits, vision care benefits, a telemedicine program and a Membership Assistance Program from the "Rhode Island Public Employees' Health Services Fund", established by Declaration of Trust dated July 1, 1979. Said Fund shall be administered by a Board of Trustees selected and appointed under the provisions of the Trust Agreement executed by the Union.

Section 6. Each employee covered by this Agreement shall receive retirement benefits from the "Laborers' International Union of North America National (INDUSTRIAL) Pension Fund" based upon the Trust Fund document and Rules and Regulations of said Fund. The Union and the Employer have signed an Agreement and Declaration of Trust of the Laborers' International Union of North America National (INDUSTRIAL) Pension Fund.

(A). The parties elect to continue to participate in the preferred schedule as codified in the Funding Rehabilitation Plan of the Laborers' International (Industrial) Pension Fund and the Employer's contributions to the LIUNA National (Industrial) Pension Fund shall be increased according to said Preferred Schedule. The contribution rate is, on the effective date of this agreement \$2.18 per hour for each straight-time hour each employee covered by this agreement is paid.

Section 7. Each employee covered by this Agreement and their dependents shall be provided with assistance in defraying the cost of legal counsel through the "Rhode Island Public Service Employees' Legal Services Fund", established by a Declaration of Trust dated September 20, 1974. The Fund is administered by a Board of Trustees selected and appointed under the provisions of the Trust Agreement executed by the Union. The Fund shall not be used to provide benefits which defray any expenses for disputes, grievances, or legal proceedings between employee-participant, his spouse, or dependents and the Employer, the Union or any of its members, their agents, or any legal entity of which they are a part.

Section 8. Employees covered by this Agreement shall be offered necessary educational, vocational, specialty and safety related training through the "Rhode Island Public Service Employees' Training Fund" established by a Declaration of Trust executed by the Union and from the New England Health and Safety Fund.

#### ARTICLE XVIII TERMINATION OF EMPLOYMENT

Section 1. The effective date of termination of employment shall commence on the day immediately following the employee's last day of service plus earned vacations, holidays and recesses within that period.



Section 2. Position should not be refilled until the day following the last paid day of the employee terminating.

ARTICLE XIX  
NO STRIKE - NO LOCKOUT

Section 1. Cognizant of the statutory prohibition against strikes by employees covered by this Agreement, neither the Union nor any employees covered by this Agreement shall engage in, induce, cause, or encourage any strike, slowdown, refusal to perform duties (including collective absenteeism for alleged illness), work stoppage, or withholding or services of any kind for any reason during the life of this Agreement.

Section 2. The Employer agrees that there shall be no lockouts during the term of this Agreement.

ARTICLE XX  
MANAGEMENT RIGHTS

Section 1. Except as abridged or restricted by any provision in this Agreement or by applicable law, the Employer shall have the exclusive right to supervise and control all of its departments and employees, to issue reasonable rules and regulations, and to exercise any and all rights and authority granted to the School Board as an employer by statute, ordinance, and applicable regulations, and to comply with its responsibilities thereunder. The Employer agrees that no such rights or authority shall be exercised in violation of this Agreement. Further, the exercise of rights normally entrusted to management shall be subject to any obligations the Employer may have under R.I.G.L. 28-9.4, or obligations imposed upon the Employer by relevant statute.

Section 2. With regard to any vacancies or unfilled positions, the filling of any/all vacancies or unfilled positions shall be within the sole discretion of the Providence School Board. Nothing contained in Article II, Section 6 shall negate, contradict, or modify in any way the Providence School Board's right pursuant to this provision.

Section 3. Site-Based Management. The Superintendent may designate up to four (4) schools for site-based management. Local Union 1033 shall appoint a Local Union 1033 Member of each designated school's staff to serve as a full member of the Site-Based Committee.



ARTICLE XXI  
SEVERABILITY

Section 1. Should any final decision of any Court of competent jurisdiction affect any provisions of this Agreement, only the provision so affected shall become null and void; otherwise, all other provisions under this Agreement shall remain in full force and effect.

ARTICLE XXII  
TUITION REIMBURSEMENT PROGRAM

Section 1. An educational benefit program shall be jointly established in accordance with the following:

Section 2. Tuition reimbursement shall be funded annually by the employer in the amount of \$4,000.00. Said amount shall be paid to the "Rhode Island Public Employees' Benefit Trust Fund" account no later than October 1 each year. The Union shall provide the School Board annually with an accounting of said funds and the names of individuals who received said funds.

Section 3. Employees shall not be allowed to attend courses during normal work hours unless the Superintendent grants prior approval.

Section 4. Course disbursements shall be made in a fair and equitable manner and shall benefit the greatest number of employees as is practicable. Initial preference shall be to employees assigned to school buildings and educational programs. Courses qualify for reimbursement if they are part of a degree-granting program, are job related or are part of a technical, professional, GED or trade school program. To qualify for reimbursement, the employee must receive a minimum grade of "C" for undergraduate courses and "B" for graduate courses.

ARTICLE XXIII  
MISCELLANEOUS

Section 1. Annual Evaluations. Each employee shall be evaluated by his/her supervisor. The evaluation shall be in writing and a copy shall be given to the employee who shall have the right to meet and discuss the evaluation with the supervisor. Whenever it is appropriate, the supervisor shall offer constructive criticism and make specific suggestions for correction of deficiencies.

Section 2. If, in the opinion of the supervisor, the evaluation is unsatisfactory, the employee will be re-evaluated in writing within a reasonable time and shall again be given an opportunity to meet and discuss the evaluation with the supervisor who will make appropriate constructive criticisms for corrective action. The employee shall have the right to have a Union representative present at this meeting, if he/she so requests.

Section 3. Annual evaluations are not subject to the grievance procedure. The Employer may use an evaluation as evidence of notice in a disciplinary proceeding but not as primary evidence for discipline.

Section 4. All Occupational Therapists, Physical Therapists and Childcare Workers who are required to file Medicaid forms shall electronically file all necessary documents required for the District to receive Medicaid reimbursement, on a weekly basis, no later than close of business Tuesday, for the hours to be submitted for the prior work week. When Tuesday falls on a non work day, the submittal shall be no later than the close of business for the next scheduled workday.

(B) All employees' submissions for coverage, additional hours or any other additional pay assignment shall be submitted, no later than the close of business Tuesday, for the hours to be submitted for the prior work week. When Tuesday falls on a non work day, the submittal shall be no later than the close of business for the next scheduled second workday.

(C) Occupational and Physical Therapists required to submit for Medicaid reimbursement shall be allocated one hour weekly, on Tuesday, to complete said administrative tasks.

(D) Childcare Workers required to submit for Medicaid reimbursement shall be allocated fifteen minutes weekly, on Tuesday, or one hour on the last Tuesday of the month, to complete said administrative tasks.

Section 5. Wage Equity Committee. (A) The Union and the Employer shall establish a Wage Equity Committee which shall meet from time to time to evaluate the prior work experience of all newly hired employees that are covered by this Agreement who seek to receive an upgrade in pay step. The Committee shall be solely responsible for determining the pay step of all newly



hired B.E.S.T. employees based on equivalent work experience in accordance with the following schedule:

<u>Relevant Outside Work Experience</u>	<u>Starting Step</u>
3 years	2nd step
6 years or more	3rd Step

(B) The Wage Equity Committee shall consist of two representatives from the Union, the Employee Relations Administrator and the Chief Financial Officer from the School Department.

(C) All newly hired employees who are covered by this Agreement shall be responsible for providing the Committee with information verifying his or her prior outside work experience.

Section 6. The parties shall develop an Occupational/Physical Therapist Standards Committee comprised of: Three (3) members, each appointed by the Union together and three (3) members each appointed by the Superintendent of Schools which include representation from Special Education. The Committee shall be charged with developing for and recommending to the collective bargaining parties new protocols relating to assignments to Therapists and Therapist Assistants and mandatory professional development for the same.

#### ARTICLE XXIV CHANGES AND AMENDMENTS

Section 1. This Agreement constitutes the entire agreement and complete understanding between the Employer and the Union arrived at as a result of collective bargaining, except such amendments hereto or modification hereof as shall be reduced to writing and executed by the parties following the execution of this Agreement.

Section 2. The parties hereto agree to meet and confer for the purpose of identifying all previously negotiated Memoranda of Agreement/Understanding so as to identify which operative agreements shall be incorporated in the collective bargaining agreement. The parties hereby commit and agree to complete said review no later than thirty (30) days of the ratification of this agreement.



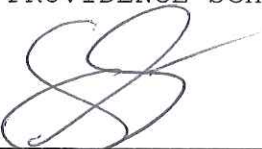
ARTICLE XXV  
DURATION OF AGREEMENT

Section 1. The terms and conditions of this Agreement shall be effective July 1, 2019 and shall continue in full force and effect through June 30, 2022 and from year to year thereafter unless either party at least One Hundred and Twenty (120) days prior to June 30, 2022, gives notice in writing to the other party of its intention to terminate this Agreement, in which event this Agreement shall terminate at the end of the contract year in which said notice is given. In the event that such notice is given, negotiations shall begin immediately, no later than sixty (60) days prior to the termination of the Agreement.

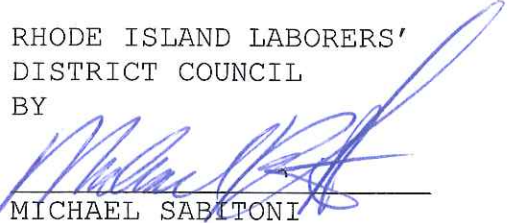
Section 2. Further, if at the time this Agreement would otherwise terminate, the parties are negotiating for a new Agreement, the terms and conditions, excluding any wage increase hereof, shall continue in effect so long as such negotiations continue.

IN WITNESS WHEREOF, the parties named herein have hereunto set their hands and seals this 26<sup>th</sup> day of August in the year 2019.

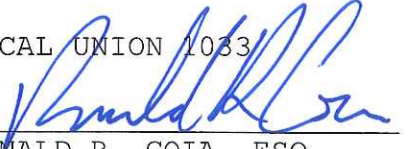
CIT OF PROVIDENCE, on behalf of  
THE PROVIDENCE SCHOOL DEPARTMENT  
BY

  
\_\_\_\_\_  
JORGE ELORZA  
MAYOR, CITY OF PROVIDENCE

RHODE ISLAND LABORERS'  
DISTRICT COUNCIL  
BY

  
\_\_\_\_\_  
MICHAEL SABITONI  
BUSINESS MANAGER

LOCAL UNION 1033  
BY

  
\_\_\_\_\_  
RONALD R. COIA, ESQ.  
BUSINESS MANAGER

WITNESS:

Amey M. Klaiman

WITNESS:

Kenneth J. O'Donnell

Approved as to Form and Correctness:

Jeffrey Dana

Jeffrey Dana, Esq.  
City Solicitor

(EXHIBIT A)

RHODE ISLAND PUBLIC EMPLOYEES' EDUCATION AND  
POLITICAL ACTION COMMITTEE DEDUCTION

I further authorize the Employer to deduct the sum of three cents (\$.03) per hour for each hour worked as a voluntary contribution to the Rhode Island Public Employees' Education and Political Action Committee (RIPEEPAC), which I understand constitutes a separate aggregate fund used for the purposes allowed under the provisions of the Rhode Island law.

Such deductions shall be made from my earned pay on each regularly scheduled pay day and shall be remitted to the designated depository at the same time and along with the Health, Pension, Annuity and Training Fund contributions.

This authorization shall become operative upon the date of each collective bargaining agreement entered into between my employer and the Union on \_\_\_\_\_, whichever is sooner and shall be irrevocable for a period of one (1) year, or until termination of the collective bargaining agreement in existence between my employer and the Union, whichever occurs sooner; and I agree and direct that this authorization shall be automatically renewed and shall be irrevocable for successive periods of one (1) year each, or between my employer and the Union, whichever shall be shorter, unless written notice is given by me to my Employer and the Local Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective bargaining agreement between my employer and the Union, whichever occurs sooner. For the effective period of this checkoff authorization and assignment, I hereby waive any right I may have to resign my union membership. Furthermore, this checkoff authorization shall continue in accordance with the above renewal and revocation provisions irrespective of my membership in the Union. Notwithstanding the foregoing, the three cents (\$.03) per hour authorization for contribution to the RIPEEPAC is subject to revocation at any time.

The above revocation must be in writing, bear the date and my signature, and be delivered to the officers of the Local Union of which I am a member and to the Employer with whom I am then currently employed.

Dues, contributions or gifts to the Local Union are not



deductible as charitable contributions for federal income tax purposes. Dues paid to the Local Union, however, may qualify as business expenses, and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service.

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Employee

Social Security Number

---

Address  
Code

City or Town

State and Zip

(APPENDIX A)  
EMERGENCY SICK LEAVE BANK

Emergency Sick Leave Bank

The parties agree to establish an Emergency Sick Leave Bank to which all eligible members of the bargaining unit shall have access. The Emergency Sick Leave Bank is intended to provide eligible Local 1033 members with additional paid sick time when said eligible member's accrued sick leave time has been exhausted.

To be eligible to use Emergency Sick Leave Bank time:

- a) The Local 1033 member must have a documented illness or injury which is expected/anticipated to exhaust the member's accrued sick leave time.
- b) The Local 1033 member must have contributed at least five (5) sick days to the Bank, which days shall not be refunded to the member once assigned to the bank;
- c) The Local 1033 member must present a physician's note certifying the illness/injury, the amount of time anticipated to be absent, the prognosis and or treatment and the member's anticipated date of return;
- d) Emergency Sick Leave Bank time may only be used for a member's personal illness or injury. Such time may not be used to attend to the illness of a family member or extend a member's leave of absence which is not due to personal illness;
- e) A Local 1033 member who is receiving Workers' Compensation benefits pursuant to the Rhode Island Workers' Compensation Act, benefits pursuant to the Rhode Island Temporary Disability Act, or is injured as a result of a third party shall not be eligible to apply for or receive Emergency Sick Leave Bank time to supplement that compensation;
- f) All requests for use of Emergency Sick Leave Bank time shall be made in writing at least thirty (30) days prior to the date when the time will be used, or at least fifteen (15) days prior to the eligible member beginning use of his or

her own accrued paid leave time due to an illness or injury, whichever is sooner, unless that absence is unforeseen and/or an emergency, in which case application shall be made as soon as practical after the member learns of the need for Emergency Sick Leave Bank Time.

#### Emergency Sick Leave Bank Committee

The Emergency Sick Leave Bank shall be administered by a Committee established jointly by the Providence School Board and Local Union 1033. The Director of Personnel or his/her designees shall select one individual and the Union Business Manager shall select two individuals to serve as members of the Committee. The Director of Personnel and the Union Business Manager shall be ex officio members of the Committee and shall have rights and powers granted to all members of the committee.

All requests to use time from the Bank shall be in writing and shall be reviewed by the Committee. The Committee shall notify the member of approval or denial by mailing said notifications, certified mail return receipt requested, to the member's home address. Any decisions of the Committee regarding use, access, application and any other process or procedure concerning the Emergency Sick Leave Bank shall be final and binding upon the Providence School Board and Local Union 1033 and shall not be subject to the contractual grievance procedure or any other administrative remedy.

It shall be the Committee's responsibility to manage the Emergency Sick Leave Bank, and among other things, determine the appropriate level of accumulated days necessary to remain in the bank in order for the Bank to be viable. Should the accumulation of days in the bank fall below a minimum level which the Committee deems necessary to effectively administer the Bank, the Committee may request Bank members to make an additional contribution. Where an additional contribution is requested, each member of the Bank wishing to retain membership shall assign the required number as determined by the Committee. Where a member of the bank wishes to retain membership, but has exhausted his/her sick leave and is unable to make the necessary required contribution, said member shall assign an equivalent amount of sick leave as of the date on which said member next accrues sick leave in a sufficient quantity to make the donation.



Membership in the Emergency Sick Leave Bank shall be pursuant to rules drafted by the Committee. New members may join the Emergency Sick Leave bank each year, at times designated by the Committee, by assigning no less than five (5) full pay sick leave accumulated days to the Bank. Current members of the bank may make additional contributions to the Bank during periods designated by the Committee.

Eligible Local 1033 members requesting to use time from the Bank may make an initial request of no more than sixty (60) days. Extensions of use of Emergency Sick Leave Bank time may be made to the Committee. Any extension request must be documented pursuant to rules as designated by the Committee. Forms for Local Union 1033 members to donate time to the emergency Sick Leave Bank and to make application to use Emergency Sick Leave Bank Time shall be determined by the Committee and shall be available at the Department of Personnel and the Office of Local Union 1033 with copies being retained in each office.