

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

**PUBLIC SCHOOL SAFETY SERVICE
OFFICERS**

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AGREEMENT

AGREEMENT made effective the 1st day of July, 2019 by and between the CITY OF PROVIDENCE, on behalf of THE PROVIDENCE SCHOOL DEPARTMENT, hereinafter referred to as "Employer", and the RHODE ISLAND LABORERS' DISTRICT COUNCIL on behalf of Local Union 1033 of the LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO, hereinafter referred to as the "Union".

WITNESSETH

ARTICLE I PERSONS COVERED BY THIS AGREEMENT

Section 1. (A) The Employer hereby recognizes and acknowledges that the Union is the exclusive representative of, and this Agreement shall apply only to, permanent Public School Safety Services Officers, performing both bus monitor and crossing guard duties, employed by the Employer, excluding all other employees. The parties shall execute any and all documents necessary for the Rhode Island State Labor Relations Board to issue an amended Certification consistent with their intention as stated herein.

(B) Substitute Public School Safety Service Officers shall likewise be excluded from the bargaining unit and coverage under this agreement, with the exception of substitutes who achieve long-term substitute status pursuant to Section 3 below.

Section 2. This provision and the terms of this Agreement shall be construed in a manner consistent with the Certification issued in Case No. EE-3397 by the Rhode Island State Labor Relations Board on December 26, 1986, and the Recognition Agreement entered into by the parties on December 19, 1986,

which was incorporated into and made a part of the aforesaid Certification.

Section 3. Definition of Employee. (A) The term "full-time permanent Public School Safety Service Officers" shall mean one who is employed to work in that capacity on a schedule of twenty (20) hours or more per week. The term "part-time permanent Public School Safety Service Officers" shall mean one who is employed to work in that capacity on a schedule of less than twenty (20) hours per week.

(B) "Long-term Substitute": Any vacancy, other than a clear vacancy as defined below, which is known to be of a duration of more than 60 days shall be filled by the most senior qualified substitute employee. In such cases or in cases where a substitute employee is otherwise assigned to and who works for more, than 60 full days during a given school year, said substitute employee shall become a Long Term Substitute (LTS) at the conclusion of said 60 days and shall thereafter receive the wages and benefits included within this Agreement. In the event the incumbent of the vacancy thereafter returns to work, he/she shall be returned to his or her former position and the LTS shall be assigned to any other position then available.

Any clear vacancy that may arise during the school year shall be filled with the most senior LTS no later than 10 days from when the vacancy arises. A clear vacancy is a vacancy caused by the creation of a position that did not previously exist or the resignation, termination, retirement or death of the incumbent of an existing position.

All clear vacancies that exist at the conclusion of each school year shall be filled at the parties' summer jamboree by LTSs in the order of their seniority. Any LTS who acquired LTS status on or after September 1, 2015 who is not awarded a clear vacancy shall revert to substitute status at the beginning of the school year following the summer jamboree.

In all cases, substitutes and LTSs shall be offered assignments by seniority.

(C) It is understood and agreed by the parties that part-time Public School Safety Service Officers performing bus monitors duties, teachers' assistants, and employees in other classifications may perform work identical to the work performed by full-time Public School Safety Service Officers performing bus monitor duties, and that nothing in this Agreement shall be construed to restrict the right of the Employer to assign such employee in other classifications to work which is similar or identical to that performed by Public School Safety Service Officers performing full-time bus monitor duties.

Section 4. Probationary Period. All Employees are subject to a 120-day probationary period during which the Employer without recourse may dismiss them.

ARTICLE II UNION SECURITY

Section 1. Dues Deduction. The employer agrees to the administration of a union check-off system pursuant to which union dues or service charges 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 and service charges for the previous month's earnings no later than the 28th day of each month.

Section 2. (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, RIGL, 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 15th 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 3. Union Security.

(A) The City 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 City 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 4. Union dues shall be deducted on a 10-month basis in an amount equivalent to 12 months' dues for the employees who work on a 10-month schedule.

Section 5. Indemnification. The union agrees to indemnify the employer for any and all costs and damages that the employer incurs as a result of compliance with the provisions of this Article II.

Section 6. Unless otherwise agreed to by the parties, the City shall not assign bargaining unit work to non-bargaining unit persons.

ARTICLE III NO DISCRIMINATION, MEETINGS, AND MAILINGS

Section 1. No Discrimination. There shall be no discrimination by the Union or the Employer against any employee because of race, creed, color, national origin, age, 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.

Section 2. Use of School Buildings. To the extent possible, the bargaining unit shall have use of school buildings for after school meetings, provided that the meetings do not conflict with any scheduled school function. The union shall be responsible for custodial coverage and other utility costs for such meetings. Additionally, the Union shall have the right to post and distribute materials relating to Union business.

Section 3. Time Off for Union Business. Not more than 3 members of the negotiating team shall be granted time off without loss of pay during working hours to attend contract negotiations mutually scheduled by the employer and the union. An employee who has filed a grievance and that employee's steward shall be granted time off without loss of pay to attend any grievance meeting scheduled with the employer relating to the grievance.

ARTICLE IV SENIORITY

Section 1. Definition. Seniority shall be defined as the total length of service to the Providence School Department as a permanent Public School Safety Service Officers. 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.

Section 2. Layoffs.

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

Section 3. Break in Seniority.

Seniority shall be broken by any one of the following events.

- (A) Discharge of an employee for just cause;
- (B) Voluntary termination of an employee's employment;
- (C) An employee's exceeding an authorized leave of absence;
- (D) An employee's failure to respond to a recall notice;
- (E) An employee's engaging in other work without authorization while on leave of absence;
- (F) When an employee has been on lay-off status for a continuous period of two (2) years.

ARTICLE V IN-SERVICE TRAINING

Section 1. The School Department shall provide seven (7) hours of paid job related professional development to all

bargaining unit members and at the discretion of the employer, a pre School Orientation period of four (4) hours at the employees' regular hourly wage of pay.

ARTICLE VI
JOB SECURITY & VACANCIES

All bargaining unit positions that become available, as determined by the Employer, shall be filled in the following manner:

Section 1. Notice of vacancies in said positions shall be posted at the work site (i.e. bus yard) and mailed to the Union within two (2) days of such postings.

Section 2. The notice shall provide bargaining unit Employees with a minimum of five (5) working days from the date of posting to apply for said position(s) on forms provided by the employer:

1 copy to Employer
1 copy to Local Union 1033 Business Manager
1 copy to Employee requesting vacancy

Section 3. Bargaining unit employees who apply for such positions shall have preference, in the order of their seniority, in filling such positions, prior to the hiring of outside applicants.

Section 4. Filling Vacancies. Unless otherwise agreed to by the parties, any posted vacancy shall be filled no later than either forty-five (45) days from the date of posting, or upon the expiration of the retiring employee's vacation leave, whichever is greater.

ARTICLE VII
WORKDAY

Section 1. An employee's workday will not exceed a total of eight (8) hours scheduled at the employer's discretion at any time or times between 6:30 A.M. and 5:30 P.M., and for those persons performing bus monitor duties only, shall be inclusive of a thirty (30) minute lunch period and a twenty (20) minute rest period as scheduled by the employer.

Section 2. Employees will be required to punch their time cards both at the beginning and end of each period of continuous work.

Section 3. Employees covered by this Agreement who work more than eight (8) hours per workday or who work or are credited with more than forty (40) hours per week shall receive overtime wages at the rate of 150% of their regular wages, for all such hours worked or credited.

Section 4. Employees covered by this Agreement may, at the discretion of the Director of Human Resources be granted up to two (2) personal days with pay, per year, for the purpose of attending to personal business that cannot be accomplished during non-working hours.

Section 5. The supervisor of pupil transportation and/or the route foreman shall assign and direct Public School Safety Service Officers performing bus monitor duties.

ARTICLE VIII
HOLIDAYS/RECESS PERIODS

Section 1. (A) Employees covered by this Agreement shall be entitled to the following paid holidays:

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

Thanksgiving Friday

Memorial Day

Christmas Day

New Year's Day

Martin Luther King, Jr. Day

Presidents' Day

Good Friday

(B) Additionally, employees assigned to work beyond the normal school year, shall receive the following additional paid holidays providing said holidays fall within an assigned workweek; 4th of July, Victory Day and Labor Day.

Section 2. If a holiday occurs on a Saturday or Sunday, the employer has a choice of declaring the preceding Friday or the following Monday a holiday or paying employees holiday pay for the holiday which falls on the weekend.

Section 3. In order to be eligible for holiday pay, an employee must work all of his/her regularly scheduled hours both on the employee's last scheduled workday preceding the holiday and the employees first scheduled workday following the holiday, unless the employee is on paid leave.

Section 4. (A) Public School Safety Service Officers who have completed at least one year of service but less than five (5) years of service shall receive five (5) days leave with pay to be taken during the period of school recess. Public School Safety Service Officers who have completed five (5) or more years of service shall receive ten (10) days leave with pay to be taken during the period of school recess.

(B) Public School Safety Service Officers shall apply to the Supervisor of Pupil Transportation for the dates in which they seek leave and to the extent that legitimate business requirements prohibit honoring all requests during a specific recess period, leaves shall be granted to the senior applicants. Public School Safety Service Officers who are denied their first choice for leave shall be granted their second choice.

(C) 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 shut down by September 1 of the school year in which the shutdown is to occur.

(D) In lieu of holiday pay, ten month employees shall receive an additional personal day for each designated holiday, as defined in Section 1 of this Article that occurs during a school recess for which ten month employees already receive recess pay.

Section 5. 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 7. 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 IX
SICK LEAVE

Section 1. (A) Sick leave with full pay shall be computed at the rate of one and two-tenths (1.20) working days per month cumulative to 160 days.

An employee with less than two years of service may borrow against his sick leave reserve for up to 15 school days, provided, however, that should the employee terminate his employment before earning said days advanced, the amount of unearned leave shall be repaid by the 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.

(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 City'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 Departments' 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 loss time, suspension and the employer will advance to pre-termination hearing.

Section 2. Sick leave allowance shall at no time be considered as a basis for the collection of severance pay, terminal leave, or in any other manner, except as a sick leave allowance for personal illness. It shall be the responsibility of the Superintendent or his designee to inaugurate and maintain whatever additional safeguards he may deem necessary in order to prevent abuses of this privilege and to discipline employees found guilty of such abuses. Notwithstanding the above, 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 3. 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 up to the first three (3) days of incapacity.

Section 4. A permanent employee shall be granted a maternity leave without pay not to exceed one (1) year from the date of the birth of the child unless extended by the Superintendent. The employee shall notify the Superintendent one (1) month in advance of required leave. Subject to applicable law, an employee on Maternity Leave shall have the option to retain her Blue Cross and Physicians' Service coverage and riders at her own expense. 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. 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 6. Sick leave shall not accrue during any period in which an employee is serving a disciplinary suspension.

Section 7. 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 BEREAVEMENT LEAVE

Section 1. (A) An employee may be absent for five (5) consecutive 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 other person with whom the employee may then be living, 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) An employee may be absent for three (3) consecutive workdays without loss of pay due to the death of his own grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild.

(C) An employee may be absent for one (1) workday without loss of pay due to the death of an uncle, aunt, niece, or nephew, first cousin, spousal grandparent; and

Section 2. An employee may be absent for three (3) consecutive workdays without pay in the case of the death of a person who had not been residing in the residence of the employee providing said employee is solely responsible for all funeral arrangements of the deceased; and

Section 3. 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 paragraphs of this Article, provided that these days are taken within one (1) year from the time of the death and further provided that such affairs cannot be handled outside of the workday.

ARTICLE XI JURY DUTY

Employees will be given time off for jury duty. The Employer will pay the difference between the total amount of fees received by the Employee for jury duty and the compensation the Employee would have received for such service.

ARTICLE XII
HEALTH AND DENTAL COVERAGE AND INSURANCE

Section 1. (A) The School Department shall provide all employees who are covered by this Agreement and eligible family members with individual and family health plan benefits pursuant to the "Local Union 1033 Healthcare Plan". The plan shall include an annual deductible of \$750 per individual - \$1500 per family, with the network allowance based upon the U.S. Blue Cross PPO Regional allowance and with healthcare coverage as identified in this section below.

(B) Employees hired before December 3, 2015, and all LTS who achieved such status prior to December 3, 2015 who regularly work more than 20 hours per week, shall be entitled to Family healthcare coverage. In addition, employees hired after December 3, 2015 and any LTS who achieved such status after December 3, 2015, who regularly work 30 hours or more per week, shall also be entitled to Family healthcare coverage. All other employees shall be entitled to Individual health care coverage only.

(C) Notwithstanding subsection (B), those employees who are not entitled to Family health care coverage as stated herein shall be afforded the opportunity to purchase family coverage by paying the difference between the Individual premium or agreed to working rate and the applicable Family rate or agreed to working rate, in addition to the co-share stated in this Agreement.

(D) The term "regularly works" shall be defined to mean assigned to a weekly work shift and actually working (or being compensated for) the referred to number of hours for a period of six (6) weeks or more. Prior to the commencement of the School Year, members may exercise their seniority to obtain any vacant posted work shifts.

The School Department shall provide individual and family health plan benefits, as applicable, as provided for below. The plan shall include an annual deductible of \$750 per individual -

\$1500 per family, with the network allowance based upon the U.S. Blue Cross PPO Regional allowance and with healthcare 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 Co-payment 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, INTERNAL 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. 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 6. 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 7. 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. The parties acknowledge that this benefit was a \$2,500.00 policy prior to July 1, 1989.

Section 8. 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 XIII
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 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 ten (10) 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 Director of Human Resources within ten (10) days of the immediate supervisor's decision. The Director of Human Resources shall, within five days of receipt of the written grievance, schedule a meeting to decide its merits. Within 7 days following the meeting, the Director of Human Resources 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 Director of Human Resources' 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 Director of Human Resources' 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 Director of Human Resources erred in reaching his/her decision. The superintendent shall evaluate the Director of Human Resources' 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 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.

When the City 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 City, 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 City will conduct a hearing.

B. If the City 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.

Section 5. The City 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 City service, said continuation of care shall not exceed the actual amount of City 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 City service.

ARTICLE XIV

SALARIES/LONGEVITY PAY

Section 1. All full-time PSSSOs who work two (2) school bus runs shall receive a daily pay of \$ for each workday. All full-time PSSSOs who work three (3) or more school bus runs shall receive a daily pay of \$98.99 for each workday. In addition, such rates shall increase as follows:

- (A) Effective July 1, 2019, an amount equal to an across-the-board wage increase for all bargaining unit employees of two percent (2.0%), over the June 30, 2019 rate.
- b. Effective July 1, 2020, an amount equal to an across-the-board wage increase for all bargaining unit employees of two percent (2.0%), over the June 30, 2020 rate.
- c. Effective July 1, 2021, an amount equal to an across-the-board wage increase for all bargaining unit employees of three percent (3.0%), 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%

(B) For employees hired on or after July 1, 2015, the following longevity schedule shall apply:

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

ARTICLE XV

UNION BENEFIT TRUST FUNDS

Section 1. In order to provide each employee covered by this Agreement and their dependents with the benefits described below and which are provided through the RI Public Employees' Benefit Trust Fund, the Employer agrees to contribute \$12.50 per day for each day each employee covered by this Agreement is paid.

The Employer's contribution to the Rhode Island Public Employees' Trust Funds shall increase by fourteen cents per day (\$.14) effective January 1, 2021 (\$12.64) and an additional fourteen cents per day (\$.14) effective January 1, 2022 (\$12.78).

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 be increased to \$1.38 per hour and Effective January 1, 2022, said contribution shall be increased to \$1.40 per hour.

Section 5. Each employee covered by this Agreement and their dependents shall be provided prescription drug benefits, vision care benefits and a Wellness Benefit 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 shall continue to participate in the preferred schedule as codified in the Funding Rehabilitation Plan of the LIUNA National (Industrial) Pension Fund and the employer's contributions to the Fund shall continue and shall increase according to said Preferred Schedule. Said contributions shall be due for each day in which an employee receives pay. Employees receiving Workers' Compensation benefits shall be considered to be working and receiving their regular pay for the sole purpose of making retirement contributions pursuant to this section. The Employer's contribution to the RI Public Employees' Benefits Fund shall remain as stated in Section 1 above. The current contribution to the LIUNA National (Industrial) Pension Fund is \$17.43 per day for each day in which wages are 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 XVI 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 RIGL 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 such vacancies or unfilled positions shall be within the sole discretion of the Providence School Board. Nothing contained in Article II, Section 5 shall negate, contradict, or modify in any way the Providence School Board's rights pursuant to this provision.

ARTICLE XVII
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 of services of any kind for any reason during the life of this Agreement. The Employer agrees that there shall be no lockouts during the term of this Agreement.

ARTICLE XVIII
MISCELLANEOUS

Section 1. An educational benefit program has been jointly established in accordance with the following:

Section 2. The employer shall fund tuition reimbursement annually in the amount of \$2,000. 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. Courses shall qualify for reimbursement if they are part of a degree-granting program, are job related or 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.

Section 5. Evaluations - Annual Evaluations.

(A) 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.

(B) 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.

(C) 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 6. Military Service. Any employee who enters the armed forces of the United States Military or Naval 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 7. Military Training Leave. Employees who, by reason of membership to the United States Military Naval or Air Reserve or the Rhode Island National Guard or Naval Reserve, 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 8. Immunization Shots. The Board will make available to all employees, without cost, annual immunization shots against influenza, provided the vaccine is available.

ARTICLE XIX SEVERABILITY

Section 1. If a court of competent jurisdiction holds that any provisions of this agreement violates any federal, state or local law, the other provisions of this Agreement shall nevertheless remain in full force and effect for the duration of this agreement.

ARTICLE XX
COMPLETE AGREEMENT

Section 1. This Agreement constitutes the entire agreement and complete understanding between the Employer and the Union arrived at through collective bargaining. The terms and conditions of this Agreement shall not be modified, amended, or otherwise altered except by written mutual agreement between the parties during the term of this Agreement. Authorized representatives of both parties must execute any written amendments or modifications of this Agreement.

Section 2. The parties acknowledge and agree that their previously negotiated Memoranda of Agreement/Understanding identified in Appendix B hereto are hereby incorporated in this agreement and shall have full force and effect as if fully set forth herein.

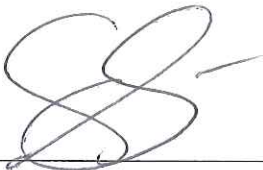
ARTICLE XXI
DURATION OF AGREEMENT

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.

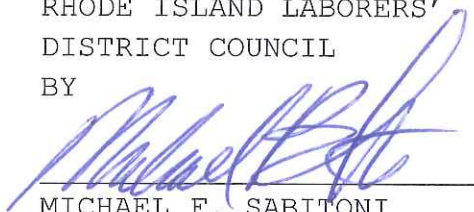
Section 2. Further, if at the time this Agreement would otherwise terminate, the parties are negotiating for a new Agreement, the terms and conditions, excluding any wage increase hereof, shall continue in effect so long as such negotiations continue.

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

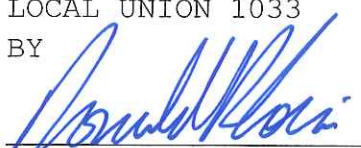
THE CITY OF PROVIDENCE, on behalf of
THE PROVIDENCE SCHOOL DEPARTMENT
BY



JORGE O. ELORZA
MAYOR, CITY OF PROVIDENCE

RHODE ISLAND LABORERS'
DISTRICT COUNCIL
BY


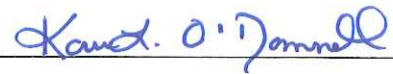
MICHAEL F. SABITONI
BUSINESS MANAGER

LOCAL UNION 1033
BY



RONALD R. COIA, ESQ.
BUSINESS MANAGER

WITNESS:





Approved as to Form and Correctness:



Jeffrey Dana, Esq.
City Solicitor

(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 President of Local Union 1033 shall select two individuals to serve as members of the Committee. The Director of Personnel and the President of the Local Union 1033 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.

(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 (\$.03) cents 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.

Employee

Social Security Number

Address Code	City or Town	State and Zip
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APPENDIX B

1. Crossing Guards discharging Holidays – January 28, 2011.
2. Longevity Payments – February 7, 2012.
3. Benefits (Bonuses/Membership in Retirement System) – March 15, 2010.