

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 573

Approved December 8, 2005

RECEIVED
CITY CLERK
DEC 11 2005

RESOLVED, That the accompanying copy of the Collective Bargaining Agreement by and between the Providence School Board and Rhode Island Laborers' District Council on behalf of Local Union 1033 Affiliate of the Laborers' International Union of North America, AFL-CIO, effective June 30, 2005 to June 30, 2007 hereby transmitted to the City Council for ratification and the City Clerk is directed to cause the same to be filed in the Department of City Clerk. (Bus Monitors)

RECEIVED
CITY CLERK
DEC 11 2005

IN CITY COUNCIL
DEC 11 2005
READ AND PASSED

PRES.

CLERK

APPROVED

MAYOR

RECEIVED
CITY CLERK
DEC 11 2005

IN CITY COUNCIL

DECISION, CWA 0A27

CLERK

CLERK

IN CITY COUNCIL
OCT 6 2005
FIRST READING
REFERRED TO COMMITTEE ON
FINANCE
Calvin B. Smith
CLERK

THE COMMITTEE ON
Finance
Recommends
Ann M. Stebbins
CLERK
10-26-05 - Schedule P. Hry
11-15-05 - P. Hry held

THE COMMITTEE ON
FINANCE
Approves Passage of
The Within Resolution
Ann M. Stebbins
11-15-05 Clerk

DAVID N. CICILLINE
Mayor

TOMAS E. RAMIREZ
Interim Superintendent

MARK V. DUNHAM
Chief Financial Officer

Providence Schools

OUR SCHOOLS. OUR FUTURE.

FINANCE OFFICE

MEMORANDUM

TO: Mr. Michael Clement, City Clerk

FROM: Mark V. Dunham, Chief Financial Officer

DATE: September 13, 2005

SUBJECT: CONTRACTS

Please be advised the Providence School Board approved resolution 9-2-05 ratification of Local 1033 Contracts, Bus Monitors, Teacher Assistants' and B E S T Employees. This resolution was approved 6 - 0.

Please forward these contracts (will be forthcoming) to the City Council at your earliest convenience.

Thank you.

MVD/lm

CC: Mr. John Simmons
Ms. Anna Stetson
Mr. Donald Iannazzi

797 Westminster Street • Providence • Rhode Island • 02903-4045 • 401.456-9435 • 401.456-9252

An Equal Opportunity Employer. The Providence School Department does not discriminate on the basis of race, age, sex, religion, sexual orientation, gender identity or expression, national origin, color, disability or veteran status. The district's mission is to enable every student to discover and develop his or her unique talents and to ensure that each student achieves high standards through the provision of a rigorous and challenging common core curriculum, strong parental and public support and engagement in the educational process, and robust recruitment and retention of the highest quality workforce, by providing leadership, professional development, support and inspiration to all employees.

IN CITY COUNCIL
OCT 6 2005
FIRST READING
REFERRED TO COMMITTEE ON
FINANCE

Craig Bestwick Acting
CLERK

THE COMMITTEE ON

Finance
Recommends

Ann M. Stebbins
CLERK

10-26-05 - Schedule P. Hag

Communication

Dunham, Mark

From: Cotter, Maureen
Sent: Tuesday, September 13, 2005 9:57 AM
To: Dunham, Mark
Subject: Local 1033

9-2-05 Ratification of Local 1033 Contract
RESOLUTION ADOPTED – Mr. Tomas Ramirez

Resolved, the proposed labor agreement between the City of Providence, The Providence School Board, and the Laborers' International Union of North America, Local 1033 for the period 6-30-05, through 6-30-07 is approved.

	Contract Years		Next Year Impact	
Cost:	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>
	\$0	\$665,256	\$224,549	\$205,217**

Cumulative cost through 2007 is \$1,555,061, across all funding sources.

** cost of increases effective 6-30-07, last day of contract.

9/13/2005

A G R E E M E N T

Between

PROVIDENCE SCHOOL BOARD

and

**RHODE ISLAND LABORERS' DISTRICT
COUNCIL**

ON BEHALF OF LOCAL UNION 1033

AFFILIATE OF THE

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

Effective June 30, 2005 to June 30, 2007

BUS MONITORS

TABLE OF CONTENTS

ARTICLE		PAGE
I	PERSONS COVERED BY THIS AGREEMENT	1
II	UNION SECURITY	2
III	NO DISCRIMINATION, MEETINGS, AND MAILINGS	4
IV	SENIORITY	4
V	IN-SERVICE TRAINING	5
VI	VACANCIES	6
VII	WORKDAY	6
VIII	HOLIDAYS/RECESS PERIODS	7
IX	SICK LEAVE	8
X	BEREAVEMENT LEAVE	10
XI	JURY DUTY	11
XII	HEALTH & DENTAL COVERAGE AND INSURANCE	11
XIII	GRIEVANCE PROCEDURE	20
XIV	SALARIES/LONGEVITY PAY	21
XV	UNION TRUST FUNDS	22
XVI	MANAGEMENT RIGHTS	24
XVII	NO STRIKE - NO LOCKOUT	24
XVIII	MISCELLANEOUS	25
XIX	SEVERABILITY	27
XX	COMPLETE AGREEMENT	27
XXI	DURATION OF AGREEMENT	27
APPENDIX A	EMERGENCY SICK LEAVE BANK	29
EXHIBIT A	PAC PARTICIPATION FORM	33

AGREEMENT

AGREEMENT made effective the 30th day of June, 2005 by and between the PROVIDENCE SCHOOL BOARD, 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 bus monitors employed by the Employer excluding all other employees. The parties acknowledge that part-time non permanent bus monitors are not covered by this Agreement and enjoy no rights or privileges afforded hereunder.

(B) Substitute bus monitors shall likewise be excluded from the bargaining unit and coverage under this agreement. However, any substitute employee who is employed as such for a period of sixty consecutive workdays on a full-time basis shall obtain Long-Term Substitute status, shall be entitled to all of the benefits of this agreement through the end of that school year, at which time said substitute employee shall revert to substitute employee status and shall no longer be covered by this agreement.

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 bus monitor" 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 bus monitor" 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 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 then serve the probationary period provided for herein.

(C) 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. All other required positions shall be deemed vacancies and shall be filled pursuant to this agreement.

(D) It is understood and agreed by the parties that part-time bus monitors, teachers' assistants, and employees in other classifications may perform work identical to the work performed by full-time bus monitors, 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 full-time bus monitors.

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) All employees who are members of the union on the effective date of this agreement shall remain members of the union in good standing for the life of this agreement to the extent of paying dues uniformly required for retention of membership.

(B) All employees who are not members of the union on the effective date of this agreement and do not apply for membership shall pay a monthly service charge to the union as a contribution towards the administration of this agreement, in an amount equal to the regular dues paid by union members.

(C) Employees who fail to comply with requirements of Subsection (A) or (B) above shall be discharged by the employer within 30 days after receipt by the employer of written notice from the union of the employee's failure to pay the service charge and demand for said discharge.

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.

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 bus monitor. 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 can not 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. All new employees shall be required to attend pre-service training scheduled by the employer and all employees shall be required to attend in-service training programs as scheduled by the employer. Time spent during such training shall be considered hours worked under this Agreement.

ARTICLE VI
JOB SECURITY & VACANCIES
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 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 bus monitors.

ARTICLE VIII HOLIDAYS/RECESS PERIODS

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

Columbus Day	Christmas Day
Election Day	New Year's Day
Veteran's Day	Martin Luther King, Jr. Day
Thanksgiving Day	Presidents' Day
Thanksgiving Friday	Good Friday
Memorial Day	

(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) Bus Monitors 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. Bus Monitors 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) Bus Monitors 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. Bus Monitors 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 shutdown by September 1 of the school year in which the shutdown is to occur.

ARTICLE IX SICK LEAVE

Section 1. (A) Each employee covered by this Agreement will be credited with one and one-half (1-1/2) day's sick leave for each full month of employment cumulative to one hundred sixty (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, 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 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.

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 hired prior to September 1, 2005 and who are covered by this Agreement and eligible family members with health care coverage as follows:

LOCAL UNION 1033 HEALTH CARE PLAN

COVERAGE LEVELS:

In network - Full coverage from a broad network of hospitals, PCP'S, and specialists. Members will not be billed for charges beyond Blue Cross allowance. This network shall

include the National Network commonly known as Coast to Coast.

Out of network - Members may also choose to see any other non-participating provider and still receive coverage at 80% of Blue Cross allowance after an annual deductible of \$100 per individual - \$300 per family; \$1000/\$3000 maximum out of pocket (Regional allowance)

PARTICIPATING PROVIDERS:

Includes the broad-based BC/BS RI network of hospitals and primary care physicians, plus specialized networks for eye care, lab & x-ray services, DME, chiropractic, home care, mental health/substance abuse.

PRE-AUTHORIZATION:

Authorization is obtained by participating providers. Members are responsible only when using non-participating providers.

DEDUCTIBLES:

\$100 per individual - \$300 per family; \$1000/ \$3000 maximum out of pocket.

ANNUAL MAXIMUM EXPENSE:

Out of network benefit increased to full coverage after maximum expense of \$1,000 per individual, \$3,000 per family.

LIFETIME MAXIMUMS:

Unlimited.

DEPENDENT COVERAGE:

Spouse and unmarried dependent children through the end of the year in which they turn age 19 (or age 25 if a full-time student).

OUTPATIENT SERVICES:

PREVENTIVE CARE:

Well-baby visits - \$10 co-payment; pap smears and mammograms covered in full.

OFFICE VISITS:

Routine and non-routine - \$10 co-payment (\$15 allergist & dermatologist)

EYE EXAMS:

\$10 co-payment for one routine exam per year at participating providers.

OUTPATIENT SURGERY:

Covered in full.

DIAGNOSTIC LAB & X-RAY:

Covered in full at network lab and x-ray facilities.

CHIROPRACTIC CARE:

Office visits (12 per year) - \$10 co-payment; lab tests & x-rays in full.

WISDOM TEETH:

Covered in full, when medically necessary (bone impacted requiring service at hospital).

INPATIENT SERVICES

HOSPITAL ROOM & BOARD:

Unlimited days of care in a semi-private room.

SURGICAL-MEDICAL:

Covered in full.

EMERGENCY ROOM:

\$25 co-payment for treatment of accident or life threatening medical emergency within 24 hours of onset of symptoms (co-payment waived if admitted).

MATERNITY:

Covered in full.

ORGAN TRANSPLANT:

Covered for eligible costs associated with kidney, liver, lung, heart, cornea and homologous bone marrow transplants.

MENTAL HEALTH & SUBSTANCE ABUSE (MHSA)

INPATIENT MH:

45 days of care in a participating hospital, when arranged by the Care Manager. 50% at out-of-area non-participating providers.

OUTPATIENT MH:

\$15 per individual session; \$10 per group session; \$1,000 annual maximum, when arranged by the Care Manager. 50% after deductible at non-participating providers.

INPATIENT SA:

Detoxification - 3 admissions per year or 21 days, whichever comes first, when arranged by the Care Manager.

Rehabilitation - 30 days in any 12-month period; lifetime limit of 90 days per member, when arranged by the Care Manager.

50% coverage at out-of-area non-participating providers.

OUTPATIENT SA:

30 hours per patient, 20 hours for family members, per 12-month period. \$15 per individual session; \$10 per group session, when arranged by the Care Manager. 50% at out-of-area non-participating providers.

ADDITIONAL SERVICES - LOCAL UNION 1033 HEALTH CARE PLAN

SELF ADMINISTERED INOCULATIONS: 80% coverage.

PHYSICAL, SPEECH & OCCUPATIONAL THERAPY - OUTPATIENT: - 80% coverage.

PRIVATE DUTY NURSING & AMBULANCE: - 80% coverage. Does not cover State, Municipal or Air Ambulance.

DURABLE MEDICAL EQUIPMENT: - 80% coverage. No dollar maximum.

HOME & HOSPICE CARE: - 100% coverage. Includes doctor, nurse, health aide visits and home infusion therapy.

ADDITIONAL SERVICES PROVIDED BY THE
RHODE ISLAND PUBLIC EMPLOYEES' HEALTH SERVICES FUND

Prepaid prescription drug coverage.

Vision Care - administered by Blue Cross/Blue Shield of RI.

(B) The Employer also agrees to furnish as an alternative to the foregoing, substantially equivalent coverage under the Union-approved plan from UnitedHealthcare of New England.

The cost of said coverage for active employees shall be borne solely by the employer through September 30, 2005 and for all retirees who retire prior to October 15, 2005.

Employees shall co-share in the cost of healthcare benefits provided in this agreement through pre-tax weekly payroll deduction (if permissible by law) as follows:

Effective October 1, 2005;

Individual Plans at .008 of base wages not to exceed \$325.00 per year.

Family Plans at .019 of base wages not to exceed \$800.00 per year.

Effective July 1, 2006;

Individual Plans at .01 of base wages not to exceed \$400.00 per year.

Family Plans at .025 of base wages not to exceed \$1000.00 per year.

Additionally, the aforestated Plans shall be modified as follows;

Effective October 1, 2005;

Hospital Emergency Room coverage will include a \$100.00 co-pay unless the user is admitted to the hospital, in which case the co-pay shall be waived.

Utilization co-pays for Doctor's visits will increase from \$10.00 to \$15.00 and for Dermatologists and Allergists, behavioral health and chemical dependency (mental health and substance abuse) from \$15.00 to \$20.00. Hospital inpatient and outpatient deductible shall be \$50.00 per use with an annual cap of \$100.00 per individual and \$300.00 per family.

Section 2. (A) The School Department shall provide all permanent employees hired on or after September 1, 2005 and who are covered by this agreement and their eligible family members with health care coverage as follows:

Rhode Island Blue Cross/Blue Shield BlueCHiP Plan 15 as modified by the parties and as delineated on Addendum A.

Individual coverage - For Bus Monitors working less than twenty hours per week.

Family coverage (when applicable) - For Bus Monitors working twenty hours or more per week.

Employees receiving Individual coverage who elect Family coverage shall be responsible to pay, through pre-tax weekly payroll deduction (if permissible by law), the difference in the Family Plan and Individual Plan rate, in addition to the co share stated above.

RETIREE HEALTH CARE COVERAGE

(A) The Employer also agrees to continue health coverage for retirees and retirees' spouses for life for all employees who retired on or after July 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, i.e., BlueChip for Medicare Plus or UnitedHealthcare of New England.

(B) 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, said coverage shall convert to Plan 65 or at the option of the retiree, a Medicare approved HMO, i.e., BlueChip for Medicare Preferred. 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.

(C) 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.

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

Section 3. Dental. All members of the bargaining unit shall be entitled to Delta Dental Levels I-IV family coverage or its equivalent Plan with a \$2,000 per person annual benefit and a \$2,000 lifetime orthodontic benefit and coverage of 100%/100%/80%/50%. Unmarried, dependent children over 19 enrolled as full-time students are covered as long as they stay in school or until December 31 of the year they turn 25, whichever comes first. The cost of said coverage to be borne solely by the School Department.

Section 4. Healthcare buy-back. (A) Upon presentation of proof of alternative health care coverage pursuant to a non-Providence School Department paid plan satisfactory to the Union, employees eligible for paid City Blue or UnitedHealthcare of New England insurance under this Agreement may choose not to be covered under the Providence School Department'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 Providence School Department plan. The parties understand and agree that employees whose spouses are employed by the Providence School Department or the City of Providence and those who have chosen not to be covered by Providence School Department policies shall not be eligible for this benefit. For each year in which the employee opts out under this section, he/she 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 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 Providence School Department 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 October to September with payment made in September. If an employee has opted back into Providence School Department coverage during the course of a contract year, he/she shall not be entitled to any payment under this section for that year.

(B) Upon presentation of proof of alternative dental care coverage pursuant to a non-Providence School Department paid plan satisfactory to the Union, employees eligible for paid dental benefits under this Agreement may choose not to be covered under the Providence School Department's group dental insurance policy. Eligible employees enrolled in a family plan making this choice shall receive \$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 \$250.00 for each full contract year of non-coverage by a Providence School Department plan. The parties understand and agree that employees whose spouses are employed by the Providence School Department or the City of Providence and those who have chosen not to be covered by Providence School Department policies shall not be eligible for this benefit. For each year in which the employee opts out under this section, he/she 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 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 Providence School Department 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 October to September with payment made in September. If an employee has opted back into Providence School Department coverage during the course of a contract year, he/she shall not be entitled to any payment under this section for that year.

(C) Upon presentation of proof of alternative health care coverage pursuant to a non-Providence School Department paid plan satisfactory to the Union, retirees eligible for paid City Blue or UnitedHealthcare of New England insurance under this Agreement may choose not to be covered under the Providence School Department'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 a Providence School Department plan. The parties understand and agree that retirees whose spouses are employed by the Providence School Department or the City of Providence and those who have chosen not to be covered by Providence School Department policies shall not be eligible for this benefit. For each year in which the retiree opts out under this section, he/she 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 Providence School Department 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 October to September with payment made in September. If a retiree has opted back into Providence School Department coverage during the course of a contract year, he/she shall not be entitled to any payment under this section for that year.

Section 5. Life Insurance. The Employer shall provide, consistent with the current practice and benefits, each employee covered by this Agreement with a \$5,000.00 whole life insurance policy, effective the employee's date of hire. Effective July 1, 2002 the death benefit and the accidental death and dismemberment benefit shall each be increased to \$10,000. The parties acknowledge that this benefit was a \$2,500.00 policy prior to July 1, 1989.

Section 6. 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.

Section 7. Notwithstanding the foregoing provisions, the Employer shall have the right at any time during the life of this agreement to provide substantially equivalent health insurance benefits under a plan different from those specified in this Article.

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'

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.

ARTICLE XIV SALARIES/LONGEVITY PAY

Section 1. All full-time bus monitors shall receive an hourly wage of pay as follows:

Effective 6/30/05 \$10.15 per hour
Effective 7/1/05 \$10.454 per hour
Effective 7/1/06 \$10.768 per hour

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.	4%
10 yrs. but less than 15 yrs.	5%
15 yrs. but less than 20 yrs.	6%
20 yrs. or more	7%

FOR EMPLOYEES HIRED AFTER September 1, 2005

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

(B) 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 provide through Union Benefit Trust Funds, the Employer agrees to contribute \$2.67 per hour for each straight-time hour each employee covered by this Agreement is paid to the "Rhode Island Public Employees' Benefit Trust Fund Administrative Account." Effective July 1, 2006, the Employer agrees to contribute \$2.60 per hour for each straight-time hour each employee covered by this Agreement is paid. Effective June 30, 2007, the Employer agrees to contribute \$2.72 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 (\$.3) 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.

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 \$1.25 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.

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.

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.

ARTICLE XXI
DURATION OF AGREEMENT

Section 1. This Agreement shall be effective June 30, 2005, through June 30, 2007, provided, however, that the provisions of this Agreement shall be automatically renewed from year to year unless either party shall give written notice to the other party at least 183 days before any subsequent expiration date, that it desires to terminate this 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 30th day of January in the
year ~~2005~~ 2006 ^{BGG}

PROVIDENCE SCHOOL BOARD
BY

Mary M. Clure

MARY MCCLURE
PRESIDENT

Donnie W. Evans

DONNIE EVANS
SUPERINTENDENT

RHODE ISLAND LABORERS'
DISTRICT COUNCIL
BY

Ronald R. Coia

RONALD R. COIA
BUSINESS MANAGER

LOCAL UNION 1033
BY

Donald S. Iannazzi

DONALD S. IANNAZZI, ESQ.
BUSINESS MANAGER

WITNESS:

[Signature]

[Signature]

(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

City or Town

State and Zip Code