

RESOLUTION OF THE CITY COUNCIL

No. 277

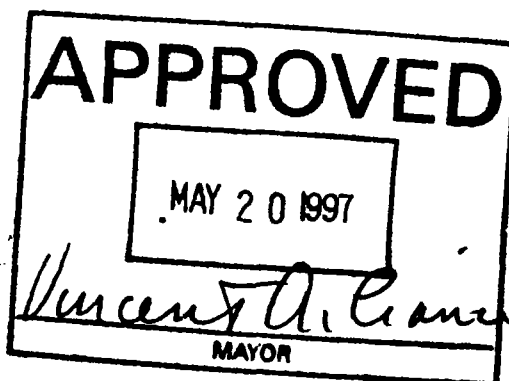
Approved May 20, 1997

RESOLUTION, together with accompanying copy of the Collective Bargaining Agreement between the City of Providence, the Providence School Board and the Laborer's International Union of North America, AFL-CIO, Local 1033 (Bus Monitors) effective July 1, 1996 to June 30, 1999.

IN CITY COUNCIL
MAY 15 1997
READ AND PASSED

Evelyn V. Fargnoli
PRES.

Michael S. Clement
CLERK



..... IN CITY COUNCIL

APR 5 1997
FIRST READING
REFERRED TO COMMITTEE ON
FINANCE

CLERK

THE COMMITTEE ON
FINANCE
Approves Passage of
The Within Resolution

Claire Bestwick
May 12, 1997

VINCENT A. CIANCI, JR.
Mayor

**Providence
Schools**
OUR SCHOOLS. OUR FUTURE.

School Board

Roosevelt Benton
Chairperson

Aisha Abdullah-Odiase
Vice-Chairperson

Juan Lopez, Jr.
Secretary

Gertrude Blakey
Robert S. Bucci
Susan DeRita
Juan Francisco
Sydavong (Simon) Kue
Olga Noguera

April 1, 1997

The Honorable Members of the
Providence City Council
City of Providence
Providence City Hall
25 Dorrance Street
Providence, Rhode Island 02903

Dear Honorable Members:

On behalf of the Providence School Board, I herein transmit the following Collective Bargaining Agreements, which were ratified by the Providence School Board on March 31, 1997:

Collective Bargaining Agreement by and between the Providence School Board and Council 94,
Local 1339 (Clerical Employees)

Collective Bargaining Agreement by and between the Providence School Board and LIUNA,
Local 1033 (Bus Monitors).

Collective Bargaining Agreement by and between the Providence School Board and LIUNA,
Local 1033 (Teacher Assistants).

Collective Bargaining Agreement by and between the Providence School Board and LIUNA,
Local 1033, (B.E.S.T.)

The Providence School Board respectfully requests ratification of the enclosed labor agreements by the Honorable City Council.

Respectfully,



Roosevelt Benton
Chairman

RB:rpi
Enclosures

VINCENT A. CIANCI, JR.
Mayor

ARTHUR M. ZARRELLA, PED. D.
Superintendent

ROBERT A. DE ROBBIO
Assistant Superintendent

MARK V. DUNHAM
Director of Business Operations

**Providence
Schools**
OUR SCHOOLS. OUR FUTURE.

Business Office

April 3, 1997

Councilwoman Patricia Nolan
Chairperson Council Finance Committee
Providence City Hall
Providence, Rhode Island 02903

Dear Councilwoman Nolan:

Pursuant to Section 17-27 of the Providence Code of Ordinances I am hereby submitting Fiscal Notes regarding the proposed September 1, 1996 through August 31, 1999 labor agreements between the City of Providence, Providence School Board, and the Providence Clerical Union, the Providence Bus Monitors, the Providence Teacher Assistants, and the B.E.S.T. Bargaining Unit.

Sincerely,

Mark V. Dunham (nd)

Mark V. Dunham
Senior Director
Administration/Finance/Operations

MVD:nd

Enclosures

c: Dr. Arthur M. Zarrella

FILE: c:/wpdata/nolan4

**PROVIDENCE SCHOOL DEPARTMENT
PROPOSED BUS MONITORS CONTRACT 1996-99
FISCAL NOTE REVISED 5/1/97**

ITEM 1 **INCREASE IN PRESCRIPTION RATE**

Effective with the passage of this contract the contribution rate for prescription, vision and wellness programs increase four cents per hour.

	<u>1997</u>	<u>1998</u>	<u>1999</u>
<u>COST</u>	\$2,800	\$2,800	\$2,800

ITEM 2 **SALARY SCHEDULE INCREASE**

Effective Jan. 1, 1997 salaries will increase by 3%, effective 7/1/97 the increase will be 3.75%, effective 7/1/98 the increase will be 4.25%.

	<u>1997</u>	<u>1998</u>	<u>1999</u>
<u>COST</u>	\$7,017	\$18,068	\$21,245

SUMMARY

		<u>1997</u>	<u>1998</u>	<u>1999</u>
<u>ITEM 1</u>	Rate Increase	\$2,800	\$2,800	\$2,800
<u>ITEM 2</u>	Salary Increase	\$7,017	\$18,068	\$21,245
	Annual Cost	\$9,817	\$20,868	\$24,045
	Cummulative Cost	\$9,817	\$30,685	\$54,730
	Total cost of proposal			\$54,730

AGREEMENT

Between

PROVIDENCE SCHOOL BOARD



BUS MONITORS

TABLE OF CONTENTS

ARTICLE	PAGE
I PERSONS COVERED BY THIS AGREEMENT	1
II UNION SECURITY	2
III NO DISCRIMINATION, MEETINGS, AND MAILINGS	3
IV SENIORITY	3
V IN-SERVICE TRAINING	4
VI VACANCIES	4
VII WORK DAY	5
VIII HOLIDAYS	5
IX SICK LEAVE	6
X BEREAVEMENT LEAVE	7
XI JURY DUTY	8
XII HEALTH & DENTAL COVERAGE AND INSURANCE	8
XIII PRESCRIPTION, VISION CARE, AND WELLNESS BENEFITS	12
XIV GRIEVANCE PROCEDURE	13
XV SALARIES/LONGEVITY PAY	14
XVI PENSION FUND	15
XVII LEGAL SERVICES FUND	15
XVIII MANAGEMENT RIGHTS	16
XIX NO STRIKE - NO LOCKOUT	16
XX SEVERABILITY	16
XXI COMPLETE AGREEMENT	17
XXII DURATION OF AGREEMENT	17
EMERGENCY SICK LEAVE BANK	18

AGREEMENT

AGREEMENT made effective the 1st day of July, 1996 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. The Employer hereby recognizes and acknowledges that the Union is the exclusive representative of, and this Agreement shall apply only to, full-time bus monitors employed by the Employer excluding all other employees. The parties acknowledge that part-time bus monitors are not covered by this Agreement and enjoy no rights or privileges afforded hereunder.

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 work days following the execution of this agreement on a full-time basis shall thereafter be entitled to all of the benefits of this agreement until such time as his/her full-time schedule ceases, at which time said substitute employee shall revert to part-time 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. The term "full-time bus monitor" shall mean one who is employed to work in that capacity on a schedule of twenty (20) hours or more per week.

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 they may be dismissed by the Employer without recourse.

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. 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 3. 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 4. 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 5. There shall be no layoffs, shutdowns, furloughs or cutbacks that affect any person within this bargaining unit. The Providence School Board shall not layoff bargaining unit employees, alter the work schedule or unilaterally modify any working conditions of bargaining unit employees.

However, the parties recognize that certain bargaining unit positions are funded through Federal or State funding program sources and should said Federal or State funding program sources be cut, reduced and/or eliminated, any resulting forced reduction in the work force shall not be in breach of the aforesaid no lay off provision. Any such affected bargaining unit employee shall have, in addition to all other rights under this Collective Bargaining Agreement, the first opportunity, by seniority, to fill any future vacancy occurring within this bargaining unit and which vacancy the School Department determines to fill.

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, or sex. 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 full-time bus monitor. A seniority list shall be forwarded to the Union no later than October 31.

Section 2. Layoffs. Seniority shall govern the rights of employees in the event of a reduction in force. Employees with the least seniority will be laid off first, and employees with the most seniority will be recalled first in the event of a recall, in the order of their seniority standing. A full-time employee shall be entitled to two weeks' notice of layoff.

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
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 worksite (i.e. bus yard) and mailed to the Union.

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.

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 WORK DAY

Section 1. An employee's work day 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. 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	Washington's Birthday
Thanksgiving Friday	Good Friday
Memorial Day	

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. Bus Monitors who have completed at least one (1) School year of work shall receive five (5) days leave with pay during the period of School recesses. 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.

ARTICLE IX SICK LEAVE

Section 1. Each employee covered by this Agreement will be credited with one and one-half (1-1/2) days sick leave for each full month of employment cumulative to one hundred thirty-eight (138) 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.

If an employee is absent in excess of three (3) work days in succession for reasons of illness, the Superintendent may require medical documentation of said illness and such medical documentation shall be required for each sick leave with pay covering an absence of greater than five (5) work days in succession.

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. Except those employees who retire and receive a retirement benefit under the City of Providence Retirement System shall, upon retirement, be entitled to 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.

Section 3. Workers' Compensation.

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.

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

Section 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. 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. The parties agree to establish a committee to study the feasibility of establishing a sick Leave bank and implementing Temporary Disability Insurance for bargaining unit employees. The committee shall make its non-binding recommendations to the superintendent within six (6) months of the initial meeting of the committee. The Superintendent shall respond within ninety (90) days. Thereafter, the parties recognize that the Superintendent shall not be permitted to implement any/all of the recommendations of the committee without the agreement with the Union.

ARTICLE X BEREAVEMENT LEAVE

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, or any other person with whom the employee may then be living; and Further, such employee may be absent for three (3) consecutive work days 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; and Further, such employee may be absent for one (1) work day without loss of pay due to the death of an uncle, aunt, niece, or nephew, first cousin, spousal grandparent; and

Further, such employee may be absent for three (3) consecutive work days 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

Further, two (2) additional work days 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 work day.

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

Effective April 15, 1996, the School Department shall provide all employees 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.

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.

PRE-EXISTING CONDITIONS:

Effective March 1, 1996, new employees (during the first 12 months of employment) shall be subject to a pre-existing condition provision that includes a 25% co-pay for hospital - surgical charges related to pre-existing conditions up to a maximum of \$1,000. This provision is waived for employees hired prior to March 1, 1996.

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 semiprivate 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.

The Employer also agrees to furnish as an alternative to the foregoing, substantially equivalent coverage under Harvard Community Health Plan of New England.

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, 1982 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.

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. 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.

The cost of either Blue Cross or Harvard Community Health Care coverage, as outlined above, shall be borne solely by the Employer.

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 2. All members of the bargaining unit shall be entitled to Delta Dental Level IV family coverage or its equivalent Plan. The cost of said coverage to be borne solely by the School Department.

Section 3. Life Insurance. Effective July 1, 1989, 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. The parties acknowledge that this benefit was a \$2,500.00 policy prior to July 1, 1989.

Section 4. Effective November 1, 1992, the Employer shall provide each employee covered by this Agreement with a \$75.00 per week accident and disability insurance policy, with identical provisions as that provided for Teacher Assistants.

Section 5. 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 PRESCRIPTION, VISION CARE AND WELLNESS BENEFITS

Section 1. In order to provide each employee covered by this Agreement and their dependents drug/prescription, vision care and Wellness benefits, the Employer agrees to contribute forty-nine (49¢) cents per hour for each straight-time hour each employee covered by this Agreement is paid to the "Rhode Island Public Employees' Health Services Fund", established by Declaration of trust dated July 1, 1979. The Employer shall contribute an additional amount 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. 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 2. The City of Providence/Providence School Department and the Rhode Island Public Employees' Health Services Fund have jointly and cooperatively developed and implemented an Employees' Wellness Program for bargaining unit employees with a purpose of combating the escalation of health care costs through health education and safety programs. The Providence School Department and the Union shall encourage employee participation in programs sponsored by the Wellness program and shall further cooperate to reduce health risks and the corresponding utilization of the Health Care Plans.

Section 3. Said contributions will be paid to the Fund no later than the twentieth (20th) day of each month and shall be based on the preceding month's payroll.

ARTICLE XIV 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. The following procedure shall be adhered to by employees and/or the union 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 render 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. 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.

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 XV SALARIES/LONGEVITY PAY

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

- (A) Effective 7/1/96 \$7.83 per hour
 Effective 1/1/97 \$8.06 per hour

- (B) The economic increases for employees covered by this Agreement shall be as follows and as provided for in the below paragraphs. The parties hereby acknowledge that said economic increases are reflected in total on the attached wage Schedules and that the Union membership may allocate a portion of the economic increases provided herein to programs and or benefits and should such allocation occur, said schedules shall be adjusted accordingly. The parties expressly agree that an allocation of the economic package by the Union membership will result in a corresponding reduction in the effected wage increases.
 - 1. Effective January 1, 1997, an amount equal to an across-the-board wage increase for all bargaining unit employees of 3% (over the December 31, 1996, rate).

 - 2. Effective July 1, 1997, an amount equal to an across-the-board wage increase for all bargaining unit employees of 3.75% (over the June 30, 1997, rate).

 - 3. Effective July 1, 1998, an amount equal to an across-the-board wage increase for all bargaining unit employees of 4.25% (over the June 30, 1998, rate).

Section 2. Longevity Pay. 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%

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 XVI PENSION FUND

Section 1. For the purpose of providing retirement benefits for employees covered by this Agreement, the employer shall, for each day or portion thereof for which the employee receives pay, make an hourly contribution of forty-two (42¢) cents to the Laborers' International Union of North America National (INDUSTRIAL) Pension Fund.

For the purposes of this Article each day paid for includes days of paid vacation, holidays and other days for which pay is received by the employee in accordance with the Agreement shall be counted as days for which contributions are payable.

Section 2. Said sum shall be paid into the fund not later than the twentieth (20th) day of each month and up to the end of the last complete payroll period of the preceding calendar month.

ARTICLE XVII LEGAL SERVICES FUND

Section 1. In order to provide members of the bargaining unit and their dependents with assistance in defraying the cost of legal counsel, the Employer agrees to contribute twenty (20¢) cents per hour worked by each member of the bargaining unit covered by this Agreement to the Rhode Island Public Service Employees' Legal Services Fund.

Section 2. Said contributions shall be paid to the fund not later than the 20th day of each and every month for the hours worked by said employees up to the end of the last completed payroll prior to the preceding calendar month.

Section 3. The legal services fund shall not be used to provide benefits which defray any expenses for disputes, grievances, or legal proceedings with the Employer or the Union, any of its members, agents or any legal entity to which they are a part.

ARTICLE XVIII 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 XIX NO STRIKE - NO LOCKOUT

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 XX SEVERABILITY

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 XXI
COMPLETE AGREEMENT**

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. Any written amendments or modifications of this Agreement must be executed by authorized representatives of both parties.

**ARTICLE XXII
DURATION OF AGREEMENT/PARITY**

This Agreement shall be effective July 1, 1996 through June 30, 1999, 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.

IN WITNESS WHEREOF, the parties named herein have hereunto set their hands and seals this ____ day of _____ in the year _____.

PROVIDENCE SCHOOL BOARD
BY

RHODE ISLAND LABORERS'
DISTRICT COUNCIL
BY

CHAIRMAN

RONALD M. COIA
BUSINESS MANAGER

ARTHUR M. ZARRELLA, Ph.D.
SUPERINTENDENT

LOCAL UNION 1033
BY

JOSEPH VIRGILIO
PRESIDENT

WITNESS:

WITNESS:

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.

G:\WPWIN61\WPDOCS\PSD\BMNEGO96\BUS96.WPD