

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

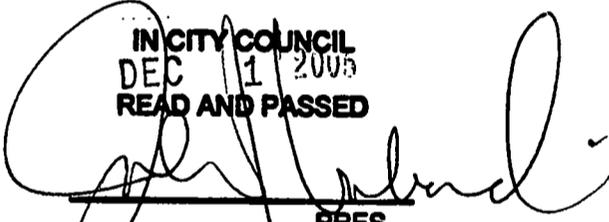
RESOLUTION OF THE CITY COUNCIL

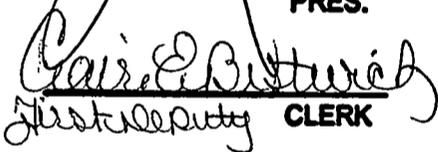
No. 575

Approved December 8, 2005

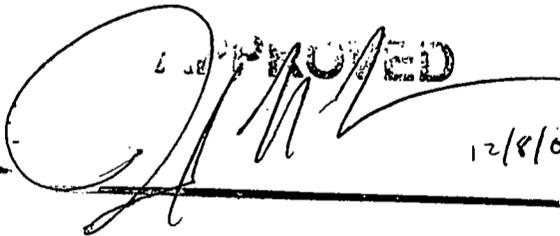
RESOLVED, That the accompanying copy of the Collective Bargaining Agreement by and between the Providence School Board and Rhode Island Laborers' District Council on behalf of Local Union 1033 Affiliate of the Laborers' International Union of North America, AFL-CIO, effective June 30, 2005 to June 30, 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. (Business, Education, Specialists, Technical Staff – B.E.S.T.)

IN CITY COUNCIL
DEC 11 2005
READ AND PASSED


PRES.


First Deputy CLERK

APPROVED


12/8/05

MAVOD

IN CITY COUNCIL
OCT. 6 2005
FIRST READING
REFERRED TO COMMITTEE ON
FINANCE
Cairo Botwin Acting
CLERK

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

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
Caire & Butterfield
CLERK

THE COMMITTEE ON
Finance
Recommends
Ann M. Steh
CLERK
10-26-05 Schedule
P. King

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.

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

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

TABLE OF CONTENTS

	Page	
ARTICLE I	PERSONS COVERED BY THIS AGREEMENT	1
ARTICLE II	NO DISCRIMINATION	2
ARTICLE III	UNION SECURITY	2
ARTICLE IV	OFFICIAL TIME OFF	5
ARTICLE V	SENIORITY	6
ARTICLE VI	EMPLOYEES	7
ARTICLE VII	JOB SECURITY & VACANCIES	8
ARTICLE VIII	SALARY SCHEDULE/LONGEVITY/WORK YEAR	9
ARTICLE IX	VACATIONS/HOLIDAYS/RECESSES	12
ARTICLE X	SICK LEAVE	14
ARTICLE XI	LEAVES OF ABSENCE	16
ARTICLE XII	OTHER LEAVE	17
ARTICLE XIII	INSURANCES	20
ARTICLE XIV	DISCIPLINE AND DISCHARGE	28
ARTICLE XV	GRIEVANCE PROCEDURE	28
ARTICLE XVI	JOB DESCRIPTIONS	29
ARTICLE XVII	UNION BENEFIT TRUST FUNDS	29
ARTICLE XVIII	TERMINATION OF EMPLOYMENT	31
ARTICLE XIX	NO STRIKE-NO LOCKOUT	31
ARTICLE XX	MANAGEMENT RIGHTS	31
ARTICLE XXI	SEVERABILITY	32
ARTICLE XXII	TUITION REIMBURSEMENT PROGRAM	32
ARTICLE XXIII	MISCELLANEOUS	33
ARTICLE XXIV	CHANGES AND AMENDMENTS	33
ARTICLE XXV	DURATION OF AGREEMENT	33
EXHIBIT A	PAC PARTICIPATION FORM	
APPENDIX A	EMERGENCY SICK LEAVE BANK	
APPENDIX B	SALARY SCHEDULE	

AGREEMENT made effective the 30th day of June 2005, by and between the PROVIDENCE SCHOOL BOARD, hereinafter referred to as the "Employer", and the RHODE ISLAND LABORERS' DISTRICT COUNCIL on behalf of Local Union 1033 Business, Educational, Specialists, Technical Staff (B.E.S.T.) of the Laborers' International Union of North America, AFL-CIO, hereinafter referred to as the "Union".

W I T N E S S E T H

ARTICLE I
PERSONS COVERED BY THIS AGREEMENT

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

Administrative Assistant	Occupational Therapist
Assistant Director of Business Operations for Support Services	Office Manager
Assistant Supervisor Pupil Transportation	Operations Specialist
Audiometrist Technician	Parent Involvers/Trainer
Budget Analyst	Physical Therapist
Budget Officer-Accounting	Placement Officer
Child Care Worker	Plant Maintenance Coordinator
Child Opportunity Zone Specialist	Plant Operations Coordinator
Class A Foreman	PLATO Technicians
Community Liaison	Program Assistant
Community and Family Specialist	Research/Developer Liaison
Community Relations Liaison Specialist	ROTC NCO
Computer Management Specialist	Route Foreman
Computer Service Specialist	School to Career Specialist
Developer/Demonstrator	Senior Budget Officer
Educational Research Assistant	Student Registration & Placement Officer
Energy Control Technician	Student Registration & Placement Specialist
Expediter of Purchasing & Supplies	Supervisor of Federal Programs
Fiscal Officer	Supervisor of Payroll & Personnel Related Records
Field Worker	Supervisor of School Lunch
Foreman Central Supply Warehouse	Supportive Counselor
Head Custodian	Teacher Assistant Specialist
Help Desk Analyst	Technical Services Expediter
Human Relations	Technology Email Administrator/Central Office Support Specialist
Human Resource Specialist	Technology Field Support Specialist
Information/Referral Specialists	

Internal Auditor
Job Coach
Laboratory Technician
Media Resource Assistant
Medicaid Specialist
Medicare Specialist

Transportation Director
Transportation Nurse
Water Safety Instructor
Workshop Specialist

ARTICLE II
NO DISCRIMINATION

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

ARTICLE III
UNION SECURITY

Section 1. All present employees who are members of the Union on the effective date of this Agreement shall remain members in good standing by the payment of their regular monthly dues as a condition of continued employment. All present employees who are not members of the Union, and all employees who are hired hereafter in the classifications covered by this Agreement shall become and remain members in good standing by the payment of the required initiation fee and regular monthly dues on the 31st day following the execution of this Agreement or the date of their employment, whichever is later, and shall thereafter maintain such good dues standing for the term of this Agreement.

Section 2. (A) Within 30 days after receipt of written notice from the Union, the Employer shall discharge any employee who fails to become or is not a member of the Union on the prescribed day, provided that membership was available under the same terms and conditions as generally applicable to other members.

(B) Further, all employees who fail to maintain their Union membership in good dues standing shall be discharged within 30 days after receipt by the Employer of written notice from the Union.

Section 3. "Membership in Good Standing" as referred to herein means solely the tender of payment of normal dues and the standard initiation fee.

Section 4. Dues Deduction. The Employer agrees to the administration of a Union check-off system pursuant to which Union dues will be withheld from the employee's paycheck upon his/her written voluntary authorization. Upon receipt of such authorization, the Employer will deduct equal amounts from each paycheck, weekly, bi-weekly, or otherwise, as the frequency of the pay period may require. The Employer will transmit to the Union's treasurer withheld Union dues for the previous month's earnings not later than the 28th day of each month. Union dues shall be deducted on a 10-month basis in an amount equivalent to 12 months' dues for the paraprofessionals who work on a 10-month schedule.

Section 5. (A) In addition, the Providence School Department shall deduct the sum of three cents (3¢) per hour for each hour worked or paid for from the pay of those employees who so authorize on a voluntary basis to the Rhode Island Public Employees' Education and Political Action Committee (RIPEEPAC), created by the Union in accordance with Title 25, Chapter 17, R.I.G.L., as a voluntary contribution.

(B) Such deduction, if authorized by the employee, shall be made from the employee's pay on each regularly scheduled pay day and shall be remitted to the RIPEEPAC monthly and by the 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 6. The union agrees to indemnify the Employer for any and all costs and damages that the Employer may incur as a result of compliance with the provisions of this Article III.

Section 7. Redeployment/Reduction in the Workforce
Subject to the procedures and limitations contained herein, due to reasons of lack of work or lack of funding, the Employer may implement a redeployment of the workforce or a reduction in the workforce.

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

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

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

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

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

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

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

ARTICLE IV
OFFICIAL TIME OFF

Section 1. Conducting of Union Business.

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

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

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

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

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

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

Section 6. Attendance at Funerals.

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

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

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

ARTICLE V
SENIORITY

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

Seniority shall be considered broken for the following reasons:

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

absence.

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

ARTICLE VI
EMPLOYEES

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

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

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

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

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

(E) 1. Replacement of employees in a higher classification. A permanent employee shall be subject to assignment by the

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

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

(F) Employees' Replacements.

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

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

(G) Filling of Vacancies.

1. Job experience may be substituted for educational background.

(H) Re-Employment of Former Employees.

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

ARTICLE VII
JOB SECURITY & VACANCIES

Section 1. (A) Notice of all vacancies shall include the job description and shall be posted at each job site. Copies of notice of vacancy and the posting shall be sent to the Local Union 1033 office within two (2) days of said postings. Employees who desire to bid on a job vacancy may apply in writing on forms provided by the Employer:

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

(B) The vacancy shall be filled on the basis of qualifications and ability as agreed by the parties. Where qualifications and ability are relatively equal, seniority shall be the determining factor. Should a question arise out of the decision made by the Employer on the question of ability, this

shall constitute a grievance and be subject to the Grievance and Arbitration Procedure included in this Agreement. B.E.S.T. bargaining unit members shall be afforded initial preference followed by other Local 1033 members.

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

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

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

ARTICLE VIII
SALARY SCHEDULE/LONGEVITY/WORK YEAR

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

- I. Effective June 30, 2005 an amount equal to an across-the-board wage increase for all bargaining unit employees of one and one-half percent (1.5%) over the June 29, 2005, rate).
- II. Effective July 1, 2005 an amount equal to an across-the-board wage increase for all bargaining unit employees of three percent (3%) (over the June 30, 2005 rate).
- III. Effective July 1, 2006 an amount equal to an across-the-board wage increase for all bargaining unit employees of three percent (3%) (over the June 30, 2006 rate).

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

Longevity payment shall be payable on or after January 1st of each year in a lump sum as is practical.

<u>YEARS OF SERVICE</u>	<u>PERCENTAGE AMOUNT</u>
5 yrs. but less than 10 yrs.	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.

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

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

Section 4. Work Year.

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

(B) The 10-month employee's work year shall be consistent with the school year calendar. Dates will be in accordance with the established School Year Calendar and the parties acknowledge and agree that the work year for all school building and educational program employees shall include an Orientation Day prior to the day that students report. Additionally, for 10-month employees assigned to school buildings and educational programs, the work year shall include 2.5 days of Professional Development that are designated as such on the school calendar.

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

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

Section 5. When School is not in Session (12-Month Employees): At all times when school is not in session, the normal workday shall begin at 8:30 A.M. and conclude at 4 P.M., unless such positions are posted with hours other than 8:30 A.M. to 4:30 P.M. during the times when school is in session, in which case the workday shall either begin one-half hour later or conclude one-half hour earlier than the normal times, as determined by the Employer, when school is not in session. The exception is Custodial/Maintenance employees and Route Foremen who are covered by this agreement and who shall work a regular work day.

Section 6. Rest Periods.

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

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

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

Section 8. Mileage.

(A) (1) Effective September 1 said payment for mileage will be at the rate of \$225.00 per month-for only:

Plant Maintenance Coordinator
Plant Operations Coordinator
Class A Foreman

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

(B) Any other employee in a classification not specifically mentioned in this Article and who is presently receiving a mileage allowance shall receive that allowance in an amount consistent with the prevailing allowance rate for other School Department employees.

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

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

ARTICLE IX
VACATIONS/HOLIDAY/RECESSES

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

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

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

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

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

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

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

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

(B) (8) Any twelve-month employee hired on or after July 1,

2002, may carry over a maximum of six (6) weeks' vacation leave to the next calendar year.

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

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

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

Section 5. Upon termination of employment, the employee shall receive payment equal to the amount of vacation pay he/she would have received had the termination not occurred. If termination is caused by death, such payment shall be made to the employee's spouse or beneficiary.

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

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

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

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

Presidents' Day
Good Friday

Thanksgiving Friday
Christmas Day

Section 9.

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

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

(C) The Union Business Manager shall receive copies of all vacation and recess schedules from the Superintendent.

ARTICLE X
SICK LEAVE

Section 1. Full-Pay Sick Leave. (A) Sick leave shall be granted to members of this bargaining unit at the rate of two (2) full-pay days per month. The total number of accumulated full-pay sick leave days shall not exceed one hundred and sixty (160) days. 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 Director of Human Resources' designated supervisor prior to starting work on the return date. This requirement will be in effect for six (6) months.

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

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

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

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

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

Section 2. Half-Pay Sick Leave. (A) When the days of sick leave at full-pay have been exhausted employees shall be entitled to two (2) half-pay days per month for the first year and one (1)

day at half-pay per month for succeeding years, accumulative to 200 days.

(B) The provisions of this Article shall be available to an employee because of disabilities caused or contributed to by pregnancy, miscarriage, legal abortion, childbirth, and recovery therefrom.

(C) Any employee who exhausts the benefits provided in this Article and who is able to perform his or her duties shall return to work, shall exercise rights under this Contract, or shall be terminated.

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 the first three (3) days of incapacity.

ARTICLE XI LEAVES OF ABSENCE

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

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

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

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

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

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

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

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

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

(A) Five (5) consecutive school days without loss of pay in the case of the death of a father, mother, brother, sister, husband, wife or child, step-child, step-father, step-mother, step-brother, or step-sister or any member of the immediate household, including domestic partners of the same or opposite sex who have lived in the same household for at least six (6) months and have made a commitment to continue to live as a family.

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

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

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

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

ARTICLE XII
OTHER LEAVE

Section 1. Court Leave and Jury Duty.

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

(B) An employee who is called for jury service in a court

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

Section 2. Military Service. Any employee who enters the armed forces of the United States Army, Air Force, Marine, Coast Guard or Naval Forces, Reserve Forces or in the Rhode Island National Guard or Naval Reserve, or by reason of enlistment, induction, commission or otherwise, and who has held a position in the School Department for 180 or more calendar days within the twelve months next preceding such entrance into the armed forces, is entitled to and is hereby granted military leave of absence from the said position commencing with the time of leaving said position for said purpose and continuing throughout the duration of said absence required by the continuance of service in the armed forces. Upon termination of such military service, the employee shall be entitled to all benefits provided in accordance with the requirements of all applicable federal and state laws. Such leave of absence shall be deemed to have expired six months after the date of discharge from or authorized separation from active duty as a member of the armed forces. Re-enlistment or other continued service in the armed forces resulting from a choice by the employee, shall serve to cancel such leave.

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

Section 4. Maternity Leave. (A) An employee who elects to use the provisions of Article X of this Agreement entitled "Sick

Leave" for temporary disability due to pregnancy shall not have the right to avail herself of the provisions of this Section. Notice of said election shall be made in writing no later than thirty (30) days prior to the commencement of the leave except for extenuating circumstances.

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

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

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

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

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

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

(C) An employee may be granted leave for up to one (1) month without pay for personal reasons upon the discretion of the Superintendent or his designee. A valid reason shall be given for refusal and this action shall be subject to the grievance and Arbitration provisions contained herein.

ARTICLE XIII
INSURANCES

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

LOCAL UNION 1033
HEALTH CARE PLAN

COVERAGE LEVELS:

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; proper documentation is required).

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 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 aforesated 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

Section 3. Notwithstanding the foregoing, with thirty (30) days' prior notice to the Union, the Employer shall have the right at any time during this Agreement to provide substantially equal medical insurance benefits under a different plan than those specified in Section 1 and in lieu thereof.

(A) The Employer also agrees to continue health coverage for retirees and retirees' spouses for life for all employees who retired on or after March 1, 1989 and prior to September 3, 1995. The plan of coverage shall be the plan elected by the individual on the date of retirement. Said coverage shall be converted to Plan 65 coverage upon attainment of the age of 65 or at the option of the retiree, a Medicare approved HMO, 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 PLUS. 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 4. Dental. (A) 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%.

(B) Dependent Coverage: Unmarried dependent children 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.

(C) The cost of said coverage to be borne solely by the School Department

Section 5. 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 6. Any improvements in health insurance, negotiated by any other Union with the Providence School Board, shall be automatically given to the employees covered by this Agreement.

Section 7. Life Insurance. The Employer shall provide, consistent with the current practice and benefits, each employee covered by this Agreement with a \$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 8. Disability Insurance. The Employer shall provide, consistent with the current practice and benefits, each employee covered by this Agreement with a \$100.00 per week accident and disability insurance policy. Said coverage shall include a thirty (30) day waiting period and cover non-occupational illness and injury only.

Section 9. Notwithstanding the foregoing, with thirty (30) days' prior notice to the Union, the Employer shall have the right at any time during this Agreement to provide substantially equal medical insurance benefits under a different plan than those specified in Section 1 and in lieu thereof except for those drug, prescription and vision care benefits provided for through the Union Benefit Trust Fund, under a different plan than those specified in this Article and in lieu thereof.

ARTICLE XIV
DISCIPLINE AND DISCHARGE

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

ARTICLE XV
GRIEVANCE PROCEDURE

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

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

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

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

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

decision and the written appeal filed by the union and renders a written decision within five (5) days of the receipt of the appeal. A copy of the decision shall be sent to the union.

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

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

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

ARTICLE XVI JOB DESCRIPTIONS

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

ARTICLE XVII UNION BENEFIT TRUST FUNDS

Section 1. In order to provide each employee covered by this Agreement and their dependents with the benefits described below and which are provided 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 (\$.03) per hour for each straight-time hour each employee covered by this Agreement is paid shall be allocated to the "Rhode Island Public Employees' Training Fund." The above language notwithstanding, the Employer's contribution shall be paid for the full day [six (6), seven (7) or eight (8) hours] for every day that the employee receives pay, including days of holiday and leave, or a contribution is otherwise due under Section 3 below.

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 XVIII TERMINATION OF EMPLOYMENT

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

Section 2. Health benefits for terminating employees shall not extend beyond the first day of that month next succeeding their effective date of termination.

Section 3. Position should not be refilled until the day following the last paid day of the employee terminating.

ARTICLE XIX NO STRIKE - NO LOCKOUT

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

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

ARTICLE XX MANAGEMENT RIGHTS

Section 1. Except as abridged or restricted by any provision in this Agreement or by applicable law, the Employer shall have the exclusive right to supervise and control all of its departments and employees, to issue reasonable rules and regulations, and to exercise any and all rights and authority granted to the School Board as an employer by statute, ordinance,

and applicable regulations, and to comply with its responsibilities thereunder. The Employer agrees that no such rights or authority shall be exercised in violation of this Agreement. Further, the exercise of rights normally entrusted to management shall be subject to any obligations the Employer may have under R.I.G.L. 28-9.4, or obligations imposed upon the Employer by relevant statute.

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

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

ARTICLE XXI SEVERABILITY

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

ARTICLE XXII TUITION REIMBURSEMENT PROGRAM

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

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

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

Section 4. Course disbursements shall be made in a fair and equitable manner and shall benefit the greatest number of employees as is practicable. Initial preference shall be to employees assigned to school buildings and educational programs.

Courses qualify for reimbursement if they are part of a degree-granting program, are job related or are part of a technical, professional, GED or trade school program. To qualify for reimbursement, the employee must receive a minimum grade of "C" for undergraduate courses and "B" for graduate courses.

ARTICLE XXIII
MISCELLANEOUS

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

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

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

ARTICLE XXIV
CHANGES AND AMENDMENTS

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

ARTICLE XXV
DURATION OF AGREEMENT

Section 1. This Agreement shall be effective from 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 One Hundred Eighty-Three (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.

PROVIDENCE SCHOOL BOARD
BY

Mary McClure
MARY MCCLURE
PRESIDENT

RHODE ISLAND LABORERS'
DISTRICT COUNCIL
BY

Ronald R. Coia
RONALD R. COIA

Donnie W. Evans
DONNIE EVANS
SUPERINTENDENT

BUSINESS MANAGER
LOCAL UNION 1033
BY

Donald S. Iannazzi
DONALD S. IANNAZZI, ESQ.
BUSINESS MANAGER

WITNESS: [Signature]

WITNESS: [Signature]

(EXHIBIT A)

RHODE ISLAND PUBLIC EMPLOYEES' EDUCATION AND
POLITICAL ACTION COMMITTEE DEDUCTION

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

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

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

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

Dues, contributions or gifts to the Local Union are not deductible as charitable contributions for federal income tax purposes. Dues paid to the Local Union, however, may qualify as business expenses, and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service.

Employee

Social Security Number

Address

City or Town

State and Zip Code

(APPENDIX A)
EMERGENCY SICK LEAVE BANK

Emergency Sick Leave Bank

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

To be eligible to use Emergency Sick Leave Bank time:

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

Emergency Sick Leave Bank Committee

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

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

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

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

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

B.E.S.T. POSITIONS
10 MONTH - DAILY RATES

POSITION		DAILY RATE	DAILY RATE	DAILY RATE	DAILY RATE	
		7/1/2004	6/30/2005	7/1/2005	7/1/2006	
HUMAN RELATIONS SPECIALIST	I	STEP 1	\$74.0200	\$75.1303	\$77.3842	\$79.7057
		STEP 2	\$80.8900	\$82.1034	\$84.5665	\$87.1034
		STEP 3	\$88.6500	\$89.9798	\$92.6791	\$95.4595
		STEP 4	\$98.1700	\$99.6426	\$102.6318	\$105.7108
	II	STEP 1	\$78.9500	\$80.1343	\$82.5383	\$85.0144
		STEP 2	\$91.4300	\$92.8015	\$95.5855	\$98.4531
		STEP 3	\$99.2200	\$100.7083	\$103.7295	\$106.8414
		STEP 4	\$108.6600	\$110.2899	\$113.5986	\$117.0066
	III	STEP 1	\$85.0800	\$86.3562	\$88.9469	\$91.6153
		STEP 2	\$101.9400	\$103.4691	\$106.5732	\$109.7704
		STEP 3	\$109.7100	\$111.3557	\$114.6963	\$118.1372
		STEP 4	\$119.2500	\$121.0388	\$124.6699	\$128.4100
	IV	STEP 1	\$116.8600	\$118.6129	\$122.1713	\$125.8364
		STEP 2	\$122.7700	\$124.6116	\$128.3499	\$132.2004
		STEP 3	\$127.3000	\$129.2095	\$133.0858	\$137.0784
		STEP 4	\$132.7700	\$134.7616	\$138.8044	\$142.9685
CHILD CARE WORKER-8HR	STEP 1	\$132.3900	\$134.3759	\$138.4071	\$142.5593	
	STEP 2	\$138.6100	\$140.6892	\$144.9098	\$149.2571	
	STEP 3	\$144.9200	\$147.0938	\$151.5066	\$156.0518	
	STEP 4	\$151.4800	\$153.7522	\$158.3648	\$163.1157	
CHILD CARE WORKER-230 DAY	STEP 1	\$99.2500	\$100.7388	\$103.7609	\$106.8737	
	STEP 2	\$103.9600	\$105.5194	\$108.6850	\$111.9455	
	STEP 3	\$108.6900	\$110.3204	\$113.6300	\$117.0389	
	STEP 4	\$113.6100	\$115.3142	\$118.7736	\$122.3368	
CHILD CARE WORKER- SCHOOL YEAR	STEP 1	\$99.2500	\$100.7388	\$103.7609	\$106.8737	
	STEP 2	\$103.9600	\$105.5194	\$108.6850	\$111.9455	
	STEP 3	\$108.6900	\$110.3204	\$113.6300	\$117.0389	
	STEP 4	\$113.6100	\$115.3142	\$118.7736	\$122.3368	
JOB COACH - 230 DAY	STEP 1	\$87.5500	\$88.8633	\$91.5291	\$94.2750	
	STEP 2	\$94.1300	\$95.5420	\$98.4082	\$101.3605	
	STEP 3	\$100.8900	\$102.4034	\$105.4755	\$108.6397	
	STEP 4	\$107.5800	\$109.1937	\$112.4695	\$115.8436	

B.E.S.T. POSITIONS
10 MONTH - DAILY RATES

POSITION ANNUAL RATES		DAILY RATE	DAILY RATE	DAILY RATE	DAILY RATE
		7/1/2004	6/30/2005	1.50% 7/1/2005	3.00% 7/1/2006
OCCUPATIONAL THERAPIST	STEP 1	35,152.00	35,679.28	36,749.66	37,852.15
	STEP 2	37,856.00	38,423.84	39,576.56	40,763.85
	STEP 3	47,590.40	48,304.26	49,753.38	51,245.99
	STEP 4	51,376.00	52,146.64	53,711.04	55,322.37
	STEP 5	58,947.20	59,831.41	61,626.35	63,475.14
PHYSICAL THERAPIST ADD \$1955. BA=30 ADD \$2355. MASTERS	STEP 1	35,152.00	35,679.28	36,749.66	37,852.15
	STEP 2	37,856.00	38,423.84	39,576.56	40,763.85
	STEP 3	47,590.40	48,304.26	49,753.38	51,245.99
	STEP 4	51,376.00	52,146.64	53,711.04	55,322.37
	STEP 5	58,947.20	59,831.41	61,626.35	63,475.14
COTA CERTIFIED OCCUPATIONAL THERAPIST - ASSISTANTS	STEP 1	20,280.00	20,584.20	21,201.73	21,837.78
	STEP 2	21,840.00	22,167.60	22,832.63	23,517.61
	STEP 3	27,456.00	27,867.84	28,703.88	29,564.99
	STEP 4	29,640.00	30,084.60	30,987.14	31,916.75
	STEP 5	34,008.00	34,518.12	35,553.66	36,620.27

B.E.S.T: 12 MONTH POSITIONS
ANNUAL SALARIES

POSITION		7/1/2004	1.50% 6/30/2005	3.00% 7/1/2005	3.00% 7/1/2006
ADMINISTRATIVE ASSISTANT	STEP 1	\$29,192.96	\$29,630.85	\$30,519.78	\$31,435.37
	STEP 2	\$30,255.24	\$30,709.07	\$31,630.34	\$32,579.25
	STEP 3	\$31,339.68	\$31,809.78	\$32,764.07	\$33,746.99
	STEP 4	\$32,381.14	\$32,866.86	\$33,852.86	\$34,868.45
ASSISTANT DIRECTOR OF BUSINESS OPERATIONS FOR SUPPORT SERVICES	STEP 1	\$35,842.06	\$36,379.69	\$37,471.08	\$38,595.21
	STEP 2	\$38,857.56	\$39,440.42	\$40,623.64	\$41,842.35
	STEP 3	\$41,873.06	\$42,501.16	\$43,776.19	\$45,089.48
	STEP 4	\$44,888.56	\$45,561.89	\$46,928.75	\$48,336.61
ASSISTANT SUPERVISOR OF PUPIL TRANSPORTATION	STEP 1	\$38,890.71	\$39,474.07	\$40,658.29	\$41,878.04
	STEP 2	\$40,834.89	\$41,447.41	\$42,690.84	\$43,971.56
	STEP 3	\$42,876.40	\$43,519.55	\$44,825.13	\$46,169.89
	STEP 4	\$45,019.87	\$45,695.17	\$47,066.02	\$48,478.00
BUDGET ANALYST	STEP 1	\$34,611.20	\$35,130.37	\$36,184.28	\$37,269.81
	STEP 2	\$36,233.60	\$36,777.10	\$37,880.42	\$39,016.83
	STEP 3	\$37,856.00	\$38,423.84	\$39,576.56	\$40,763.85
	STEP 4	\$39,478.40	\$40,070.58	\$41,272.69	\$42,510.87
BUDGET OFFICER-ACCOUNTING	STEP 1	\$44,731.15	\$45,402.12	\$46,764.18	\$48,167.11
	STEP 2	\$46,983.53	\$47,688.28	\$49,118.93	\$50,592.50
	STEP 3	\$49,348.21	\$50,088.43	\$51,591.09	\$53,138.82
	STEP 4	\$51,830.34	\$52,607.80	\$54,186.03	\$55,811.61

B.E.S.T: 12 MONTH POSITIONS
ANNUAL SALARIES

POSITION		7/1/2004	1.50% 6/30/2005	3.00% 7/1/2005	3.00% 7/1/2006
CHILD OPPORTUNITY ZONE SPECIALIST	STEP 1	\$47,233.94	\$47,942.45	\$49,380.72	\$50,862.14
	STEP 2	\$50,637.67	\$51,397.24	\$52,939.15	\$54,527.33
	STEP 3	\$54,041.41	\$54,852.03	\$56,497.59	\$58,192.52
	STEP 4	\$61,318.74	\$62,238.52	\$64,105.68	\$66,028.85
CLASS A FOREMAN	STEP 1	\$31,842.89	\$32,320.53	\$33,290.15	\$34,288.85
	STEP 2	\$33,942.96	\$34,452.10	\$35,485.67	\$36,550.24
	STEP 3	\$36,306.34	\$36,850.94	\$37,956.46	\$39,095.16
	STEP 4	\$38,720.07	\$39,300.87	\$40,479.90	\$41,694.29
COMMUNITY LIAISON	STEP 1	\$30,682.98	\$31,143.22	\$32,077.52	\$33,039.85
	STEP 2	\$32,217.00	\$32,700.26	\$33,681.26	\$34,691.70
	STEP 3	\$33,827.49	\$34,334.90	\$35,364.95	\$36,425.90
	STEP 4	\$35,265.36	\$35,794.34	\$36,868.17	\$37,974.22
COMMUNITY AND FAMILY SPECIALIST	STEP 1	\$29,192.96	\$29,630.85	\$30,519.78	\$31,435.37
	STEP 2	\$30,255.24	\$30,709.07	\$31,630.34	\$32,579.25
	STEP 3	\$31,339.68	\$31,809.78	\$32,764.07	\$33,746.99
	STEP 4	\$32,381.14	\$32,866.86	\$33,852.86	\$34,868.45
COMPUTER MANAGEMENT SPECIALIST	STEP 1	\$47,128.10	\$47,835.02	\$49,270.07	\$50,748.17
	STEP 2	\$49,597.32	\$50,341.28	\$51,851.52	\$53,407.06
	STEP 3	\$52,069.13	\$52,850.17	\$54,435.67	\$56,068.74
	STEP 4	\$54,538.36	\$55,356.44	\$57,017.13	\$58,727.64

B.E.S.T: 12 MONTH POSITIONS
ANNUAL SALARIES

POSITION		7/1/2004	1.50% 6/30/2005	3.00% 7/1/2005	3.00% 7/1/2006
COMPUTER SERVICE SPECIALIST	STEP 1	\$38,556.14	\$39,134.48	\$40,308.52	\$41,517.77
	STEP 2	\$40,329.65	\$40,934.59	\$42,162.63	\$43,427.51
	STEP 3	\$42,245.14	\$42,878.82	\$44,165.18	\$45,490.14
	STEP 4	\$44,160.62	\$44,823.03	\$46,167.72	\$47,552.75
EXPEDITER OF PURCHASING & SUPPLIES	STEP 1	\$56,227.97	\$57,071.39	\$58,783.53	\$60,547.04
	STEP 2	\$58,773.35	\$59,654.95	\$61,444.60	\$63,287.94
	STEP 3	\$61,433.61	\$62,355.11	\$64,225.77	\$66,152.54
	STEP 4	\$64,211.34	\$65,174.51	\$67,129.75	\$69,143.64
FISCAL OFFICER	STEP 1	\$34,999.98	\$35,524.98	\$36,590.73	\$37,688.45
	STEP 2	\$38,000.01	\$38,570.01	\$39,727.11	\$40,918.93
	STEP 3	\$42,000.14	\$42,630.14	\$43,909.05	\$45,226.32
	STEP 4	\$44,999.99	\$45,674.99	\$47,045.24	\$48,456.60
FOREMAN CENTRAL SUPPLY WAREHOUSE	STEP 1 NO STEP SCHEDULE	\$44,778.50	\$45,450.18	\$46,813.68	\$48,218.09
HEAD CUSTODIAN (HIGH SCHOOL)	STEP 1	\$31,842.89	\$32,320.53	\$33,290.15	\$34,288.85
	STEP 2	\$33,942.96	\$34,452.10	\$35,485.67	\$36,550.24
	STEP 3	\$36,306.34	\$36,850.94	\$37,956.46	\$39,095.16
	STEP 4	\$38,720.07	\$39,300.87	\$40,479.90	\$41,694.29
HELP DESK ANALYST (NO SALARY ESTABLISHED)	STEP 1	\$0.00	\$0.00	\$0.00	\$0.00
	STEP 2	\$0.00	\$0.00	\$0.00	\$0.00
	STEP 3	\$0.00	\$0.00	\$0.00	\$0.00
	STEP 4	\$0.00	\$0.00	\$0.00	\$0.00
HUMAN RESOURCES SPECIALIST	STEP 1	\$46,086.60	\$46,777.90	\$48,181.24	\$49,626.67
	STEP 2	\$48,626.38	\$49,355.78	\$50,836.45	\$52,361.54

B.E.S.T: 12 MONTH POSITIONS
ANNUAL SALARIES

POSITION		7/1/2004	1.50%	3.00%	3.00%
			6/30/2005	7/1/2005	7/1/2006
	STEP 3	\$51,166.17	\$51,933.66	\$53,491.67	\$55,096.42
	STEP 4	\$53,347.86	\$54,148.08	\$55,772.52	\$57,445.70
MEDICAID SPECIALIST	STEP 1	\$40,560.00	\$41,168.40	\$42,403.45	\$43,675.56
	STEP 2	\$42,812.40	\$43,454.59	\$44,758.22	\$46,100.97
	STEP 3	\$43,804.80	\$44,461.87	\$45,795.73	\$47,169.60
	STEP 4	\$45,427.20	\$46,108.61	\$47,491.87	\$48,916.62
OPERATIONS SPECIALIST	STEP 1	\$36,840.71	\$37,393.32	\$38,515.12	\$39,670.57
	STEP 2	\$40,454.85	\$41,061.67	\$42,293.52	\$43,562.33
	STEP 3	\$42,287.74	\$42,922.06	\$44,209.72	\$45,536.01
	STEP 4	\$45,385.54	\$46,066.32	\$47,448.31	\$48,871.76
PARENT INVOLVERS/TRAINER	STEP 1	\$34,343.09	\$34,858.24	\$35,903.98	\$36,981.10
	STEP 2	\$36,059.02	\$36,599.91	\$37,697.90	\$38,828.84
	STEP 3	\$37,861.85	\$38,429.78	\$39,582.67	\$40,770.15
	STEP 4	\$39,755.05	\$40,351.38	\$41,561.92	\$42,808.77

B.E.S.T: 12 MONTH POSITIONS
ANNUAL SALARIES

POSITION		7/1/2004	1.50% 6/30/2005	3.00% 7/1/2005	3.00% 7/1/2006
PLACEMENT OFFICER (NO SALARY ESTABLISHED)	STEP 1	\$0.00	\$0.00	\$0.00	\$0.00
	STEP 2	\$0.00	\$0.00	\$0.00	\$0.00
	STEP 3	\$0.00	\$0.00	\$0.00	\$0.00
	STEP 4	\$0.00	\$0.00	\$0.00	\$0.00
PLANT MAINTENANCE COORDINATOR	STEP 1	\$53,260.50	\$54,059.41	\$55,681.19	\$57,351.63
	STEP 2	\$55,554.19	\$56,387.50	\$58,079.13	\$59,821.50
	STEP 3	\$58,169.28	\$59,041.82	\$60,813.07	\$62,637.47
	STEP 4	\$61,092.85	\$62,009.24	\$63,869.52	\$65,785.61
PLANT OPERATIONS COORDINATOR	STEP 1	\$53,260.50	\$54,059.41	\$55,681.19	\$57,351.63
	STEP 2	\$55,554.19	\$56,387.50	\$58,079.13	\$59,821.50
	STEP 3	\$58,169.28	\$59,041.82	\$60,813.07	\$62,637.47
	STEP 4	\$61,092.85	\$62,009.24	\$63,869.52	\$65,785.61
PLATO TECHNICIAN	STEP 1 NO STEP SCHEDULE	\$60,000.20	\$60,900.20	\$62,727.21	\$64,609.03
ROTC OFFICERS	STEP 1	\$40,130.33	\$40,732.28	\$41,954.25	\$43,212.88
	STEP 2	\$42,105.91	\$42,737.50	\$44,019.62	\$45,340.21
	STEP 3	\$43,986.28	\$44,646.07	\$45,985.46	\$47,365.02
	STEP 4	\$46,679.79	\$47,379.99	\$48,801.39	\$50,265.43
ROUTE FOREMAN	STEP 1	\$26,568.83	\$26,967.36	\$27,776.38	\$28,609.67
	STEP 2	\$28,408.17	\$28,834.29	\$29,699.32	\$30,590.30
	STEP 3	\$30,475.97	\$30,933.11	\$31,861.10	\$32,816.94
	STEP 4	\$33,007.15	\$33,502.26	\$34,507.32	\$35,542.54
SENIOR BUDGET OFFICER	STEP 1	\$64,896.00	\$65,869.44	\$67,845.52	\$69,880.89
	STEP 2	\$68,140.80	\$69,162.91	\$71,237.80	\$73,374.93

B.E.S.T: 12 MONTH POSITIONS
ANNUAL SALARIES

POSITION		7/1/2004	1.50%	3.00%	3.00%
			6/30/2005	7/1/2005	7/1/2006
	STEP 3	\$71,385.60	\$72,456.38	\$74,630.08	\$76,868.98
	STEP 4	\$75,712.00	\$76,847.68	\$79,153.11	\$81,527.70
STUDENT REGISTRATION & PLACEMENT OFFICERS	STEP 1	\$32,430.69	\$32,917.15	\$33,904.66	\$34,921.80
	STEP 2	\$33,247.30	\$33,746.01	\$34,758.39	\$35,801.14
	STEP 3	\$34,064.62	\$34,575.59	\$35,612.86	\$36,681.24
	STEP 4	\$34,881.60	\$35,404.82	\$36,466.97	\$37,560.98
STUDENT REGISTRATION & PLACEMENT SPECIALIST	STEP 1	\$38,556.14	\$39,134.48	\$40,308.52	\$41,517.77
	STEP 2	\$40,329.65	\$40,934.59	\$42,162.63	\$43,427.51
	STEP 3	\$42,245.14	\$42,878.82	\$44,165.18	\$45,490.14
	STEP 4	\$44,160.62	\$44,823.03	\$46,167.72	\$47,552.75
SUPERVISOR OF PAYROLL & PERSONNEL RELATED RECORDS	STEP 1	\$48,609.15	\$49,338.29	\$50,818.44	\$52,342.99
	STEP 2	\$51,879.70	\$52,657.90	\$54,237.63	\$55,864.76
	STEP 3	\$55,583.94	\$56,417.70	\$58,110.23	\$59,853.54
	STEP 4	\$59,082.21	\$59,968.44	\$61,767.50	\$63,620.52

B.E.S.T: 12 MONTH POSITIONS
ANNUAL SALARIES

POSITION		7/1/2004	1.50% 6/30/2005	3.00% 7/1/2005	3.00% 7/1/2006
SUPERVISOR OF SCHOOL LUNCH	STEP 1	\$47,315.25	\$48,024.98	\$49,465.73	\$50,949.70
	STEP 2	\$50,498.27	\$51,255.74	\$52,793.42	\$54,377.22
	STEP 3	\$54,103.37	\$54,914.92	\$56,562.37	\$58,259.24
	STEP 4	\$57,545.84	\$58,409.03	\$60,161.30	\$61,966.14
TEACHER ASSISTANT SPECIALIST	STEP 1	\$39,609.17	\$40,203.31	\$41,409.41	\$42,651.69
	STEP 2	\$41,431.44	\$42,052.91	\$43,314.50	\$44,613.93
	STEP 3	\$42,100.54	\$42,732.05	\$44,014.01	\$45,334.43
	STEP 4	\$45,367.76	\$46,048.28	\$47,429.72	\$48,852.62
TECHNOLOGY EMAIL ADMINISTRATOR/ CENTRAL OFFICE SUPPORT SPECIALIST	STEP 1	\$54,539.68	\$55,357.78	\$57,018.51	\$58,729.06
	STEP 2	\$60,028.80	\$60,929.23	\$62,757.11	\$64,639.82
	STEP 3	\$61,110.40	\$62,027.06	\$63,887.87	\$65,804.50
	STEP 4	\$62,192.00	\$63,124.88	\$65,018.63	\$66,969.19
TECHNICAL SERVICES EXPEDITER	STEP 1	\$42,544.60	\$43,182.77	\$44,478.25	\$45,812.60
	STEP 2	\$45,207.44	\$45,885.55	\$47,262.12	\$48,679.98
	STEP 3	\$47,870.29	\$48,588.34	\$50,045.99	\$51,547.37
	STEP 4	\$50,531.83	\$51,289.81	\$52,828.50	\$54,413.36
TRANSPORTATION DIRECTOR	STEP 1	\$45,265.52	\$45,944.50	\$47,322.84	\$48,742.52
	STEP 2	\$48,310.43	\$49,035.09	\$50,506.14	\$52,021.32
	STEP 3	\$51,760.64	\$52,537.05	\$54,113.16	\$55,736.56
	STEP 4	\$55,054.66	\$55,880.48	\$57,556.89	\$59,283.60
TRANSPORTATION NURSES	STEP 1	\$27.0400	\$27.4456	\$28.2690	\$29.1170
		HOURLY	HOURLY	HOURLY	HOURLY

**B.E.S.T: 12 MONTH POSITIONS
ANNUAL SALARIES**

POSITION		7/1/2004	1.50% 6/30/2005	3.00% 7/1/2005	3.00% 7/1/2006
WATER SAFETY INSTRUCTOR	STEP 1	\$24,858.58	\$25,231.46	\$25,988.40	\$26,768.05
	STEP 2	\$26,652.72	\$27,052.51	\$27,864.09	\$28,700.01
	STEP 3	\$28,671.49	\$29,101.56	\$29,974.61	\$30,873.85
	STEP 4	\$31,904.84	\$32,383.41	\$33,354.91	\$34,355.56
WORKSHOP SPECIALIST	STEP 1	\$29,192.38	\$29,630.27	\$30,519.17	\$31,434.75
	STEP 2	\$30,255.60	\$30,709.43	\$31,630.72	\$32,579.64
	STEP 3	\$31,339.36	\$31,809.45	\$32,763.73	\$33,746.65
	STEP 4	\$32,380.94	\$32,866.65	\$33,852.65	\$34,868.23