

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

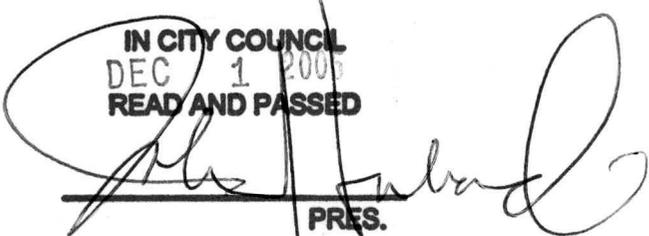
RESOLUTION OF THE CITY COUNCIL

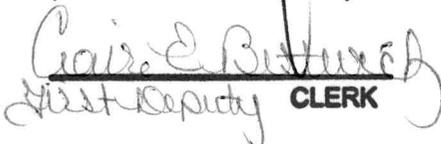
No. 574

Approved December 8, 2005

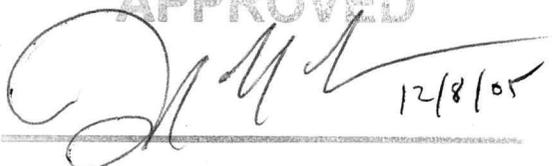
RESOLVED, That the accompanying copy of the Collective Bargaining Agreement by and between the Providence School Board and Rhode Island Laborers' District Council on behalf of Local Union 1033 Affiliate of the Laborers' International Union of North America, AFL-CIO, effective June 30, 2005 to June 30, 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. (Teacher Assistants)

IN CITY COUNCIL
DEC 1 2005
READ AND PASSED


PRES.


City Clerk
CLERK

APPROVED


12/8/05

MAYOR

IN CITY COUNCIL
READ AND PASSED
CLERK

THE COMMITTEE ON
CLERK

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

THE COMMITTEE ON
Finance
Recommends

Ann M. Stein
CLERK
10-26-05 Schedule P. Hrg
11-15-05 P. Hrg held

THE COMMITTEE ON
FINANCE
Approves Passage of
The Within Resolution

Ann M. Stein
CLERK
11-15-05

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

CLERK

THE COMMITTEE ON

Finance

Recommends

Ann M. Stein

CLERK

10-26-05 Schedule P. Hwy

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>
	\$0	\$665,256	\$224,549
			<u>2008</u>
			\$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

TEACHER ASSISTANTS

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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 of the Laborers' International Union of North America, AFL-CIO, hereinafter referred to as the "Union".

WITNESSETH

ARTICLE I
PERSONS COVERED BY THIS AGREEMENT

Section 1. (A) The Employer hereby recognizes and acknowledges that the Union is the exclusive representative of, and this agreement shall apply to, all employees of the employer in the classifications listed below who are included within the definition of "municipal employee" set forth in RIGL 28-9.4-2, excluding all other employees of the Employer:

General Assistants
Teacher Assistants
Teacher Assistants I
Clerical Assistants
Teacher Assistants II
Assistant Liaison

(B) The term "Paraprofessional" shall be defined as applying to all persons governed by the decision and order in case No. EE-1948 issued by the State Labor Relations Board. The parties hereby expressly acknowledge the change in job titles from Aide(s) to Assistant(s) and acknowledge that said titles are interchangeable and that this title change does not affect seniority, length of services in classification or any other rights, benefits or entitlements.

ARTICLE II
UNION SECURITY

Section 1. Dues Deduction. The employer agrees to the administration of a union check-off system pursuant to which union dues or service charges will be withheld from the employee's paycheck upon his/her written voluntary authorization. Upon receipt of such authorization, the employer will deduct equal amounts from each paycheck; weekly, bi-weekly, or otherwise, as the frequency of the pay period may require.

The employer will transmit to the union's treasurer withheld union dues and service charges for the previous month's earnings not later than the 28th day of each month.

Section 2. In addition, the Providence School Department shall deduct the sum of three cents (3¢) per hour for each hour worked or paid for from the pay of those employees who so authorize on a voluntary basis to the Rhode Island Public Employees' Education and Political Action Committee (RIPEEPAC), created by the Union in accordance with Title 25, Chapter 17, RIGL, as a voluntary contribution.

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

Section 3. Union Security

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

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

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

Section 4. Indemnification. The union agrees to indemnify the employer for any and all costs and damages that the employer incurs as a result of compliance with the provisions of this Article II.

ARTICLE III
NO DISCRIMINATION AND MEETINGS AND MAILINGS

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

Section 2. Union dues shall be deducted on a 10-month basis in an amount equivalent to 12 months' dues for the paraprofessionals who work on a 10-month schedule.

Section 3. To the extent possible the paraprofessional unit shall have use of school buildings for after-school meetings providing they do not conflict with any scheduled school function. The Union shall be responsible for custodial coverage and other utility costs for such meetings.

Section 4. 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 5. At least one (1) paraprofessional shall be included in all faculty meetings related to school matters.

Section 6. Members of the negotiating team shall be granted time off during working hours without loss of pay to attend contract negotiations mutually scheduled by the employer and the committee. A steward and the grievant shall be granted sufficient time off during working hours to investigate and try to settle grievances without loss of pay.

Section 7. One employee in the Collective Bargaining Unit who is appointed Delegate to Union Conventions shall be granted time off with full pay to attend said conventions as specified in the L.I.U.N.A. Constitutions.

ARTICLE IV
PRE-EMPLOYMENT QUALIFICATIONS

(A) The proposed employee must be able to read with comprehension and to write legibly.

(B) The proposed employee must have a good previous employment record and be of good moral character.

(C) The proposed employee must be free from habits injurious to himself and to others.

(D) The proposed employee must be in good health and possess physical and/or other ability to enable him to perform the work assigned.

(E) A new employee shall receive, at the time of employment, the minimum wage for the classification to which the new employee is assigned.

ARTICLE V
IN-SERVICE TRAINING

(A) Full-time assistants will be required to have a high school diploma or high school equivalency certificate as evidence of their education. A two-week on-the-job training program will be conducted by the Program Division. Additional in-service programs will be designed by the Program Division for programs to which assistants are assigned.

(B) The Providence School Department shall utilize said in-service training periods and such other time as required to provide all necessary training mandated for Teacher Assistant Certification, including continuing education credits. In-service training shall also be conducted 2.5 days of Professional Development that are designated as such on the school year calendar.

(C) Assistants in their first year of employment shall be required to attend an In-Service Training Program for five (5) days during the February and/or April recess periods. The Training Division will conduct this In-Service Training Program. All other assistants, with less than three (3) years of employment shall be required to attend two (2) days of In-Service Training Sessions during recess periods as established by the Program Division. The latter training sessions may be either on-the-job training or In-Service Training Programs established at the discretion of the Program Division.

(D) Full-time assistants employed prior to January 1, 1970 who have not obtained their high school equivalency certificate will be retained (providing their work is satisfactory) as General School Assistants and their salary will remain at the entry level.

(E) Assistants will be employed according to the following categories:

1. General School Assistants
2. Teacher Assistants
3. Teacher Assistant I
4. Teacher Assistant II
5. Clerical Assistants
6. Assistant Liaison

ARTICLE VI
PRE-APPOINTMENT ASSISTANT REQUIREMENTS

(A) High School Diploma or Equivalency.

(B) Literate in English language, ability to read with comprehension, and to write legibly.

(C) Recommendations from at least three (3) persons. Candidates with recommendations from people who have worked with the candidates in some capacity involving children and youth; school personnel; members of parent groups or members of recognized social agencies will be given preference.

(D) Physician's statement regarding health. Negative chest X-Ray. Confidential character clearance.

(E) Rhode Island Department of Education required Teacher Assistant certification, and all other State and Federal requirements.

ARTICLE VII
SENIORITY

Section 1. (A) Seniority shall be based on the length of service of permanent employees with respect to time spent in their occupations, provided, however, that the basic needs of the Employer shall govern the assignment of personnel. Teacher Assistants, Clerical Assistants and other employees of the bargaining unit shall have the right, according to seniority, to choose from a list of vacant assignments whenever they are moved or displaced from a job site. 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.

(B) Seniority shall be considered broken for the following reasons:

- (1) When an employee has been discharged for just cause.
- (2) When an employee voluntarily terminates his employment.
- (3) When an employee exceeds an authorized leave of absence.
- (4) When an employee fails to respond to a recall notice.
- (5) When an employee engages in other work without authorization while on leave of absence.
- (6) When an employee is laid off in excess of two (2) consecutive years.
- (7) When an employee is found to have submitted materially false information on his pre-employment application or his re-employment medical history form.

ARTICLE VIII
EMPLOYEES

Section 1. (A) The term "permanent non probationary employee" shall include any employee who has been employed by the Employer continuously in an actual position for a period in excess of six (6) months.

(B) The term "probationary employee" shall include any employee who has been employed by the Employer in an actual position for a period of less than six (6) months.

(C) The term "temporary employee" shall include a person who is employed on a substitute basis, emergency basis, or in other situations.

(D) Long-term substitute assistants shall receive wages and benefits included in the agreement after a completion of sixty (60) consecutive workdays.

(E) 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 vacant position exists; and said employees shall then serve the probationary period provided for herein.

(F) 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.

ARTICLE IX
JOB SECURITY & VACANCIES

Section 1. Layoff

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 substitute and temporary employees covered by this agreement 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 this Article.

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 hereby agree that should the United States Department of Education rescind or materially reduce any local entitlements currently know as "Title I", either party may within 30 days notice re-open this lay-off provision and seek

negotiations concerning this provision.

Section 2. (A) All vacancies shall be listed on job descriptions and shall be posted at each job site. Copies of vacancies and posting shall be sent to the Local Union Office within two (2) days of such postings. Employees who desire 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) Vacancies must be filled by a member of the bargaining unit before outside applicants are considered. If no member of the bargaining unit applies for such position, a laid-off employee must fill it before new applicants are considered.

(C) 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 his/her former position.

(D) Employees whose hours are reduced shall have the right to bump the junior employee in their classification in order to maintain a full work schedule.

(E) Subject to all other provisions of this agreement and applicable law, employment or re-employment of all classifications of assistants shall be dependent upon the funding of the respective federal/state and local budgets, which support the continuation of their employment.

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 for positions assigned to Special Education classrooms 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 X
WORK YEAR/WORKDAY

Section 1. (A) Employees shall work the full school year extending from the day schools open for the school year to the day schools close and the parties acknowledge and agree that the work year for all school building and educational program employees shall include an Orientation Day which shall be conducted the day prior to the reporting of students and shall also include 2.5 days of Professional Development.

(B) The workday may vary in accordance with established school schedules but in all cases shall be inclusive of a thirty (30) minute lunch period.

(C) The beginning and end of the workday shall be determined by the needs of the specific activity performed, such as monitoring buses, breakfast, and other assignments before and after school hours. Said schedule which includes additional duties during each school day for a stated period in excess of ten days shall be posted and filled by seniority. The employee will be compensated at straight time pay and days of absence for which pay is received shall be based upon the school day inclusive of said additional duties. All other duties shall be compensated for at one hundred-fifty (150%) percent of regular wages.

(D) There shall be no provision for overtime activity unless approved by the appropriate school official in writing. Failure of an Administrator or designee to secure authorization from the appropriate school official shall not prevent the payment of the overtime of an employee who has been directed to work by said Administrator or designee.

(E) All employees' work schedules shall provide for a twenty (20) minute rest period per day according to a schedule to be approved by the supervisor.

(F) 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.

(G) All employees shall receive full pay leave for his/her wedding during the individuals work year--two (2) days limited to those school days immediately preceding, during, or following

the wedding.

(H) An employee may be granted leave without pay for a period up to six (6) months to further his or her education.

(I) Any employee covered by this agreement who has completed his/her probationary period shall be entitled to receive a leave of absence without pay for a period of not less than six (6) months or more than one (1) year. Said leave shall not be granted for the purpose of engaging in other employment.

(J) In the event an employee is required to work during the summer months, that employee shall be entitled to and receive the rate of pay and fringe benefits included in the existing agreement for said time.

(K) In the event that a bus run is not completed because of a breakdown, inclement weather or other reasons that may prevent an assistant from finishing his/her duties at the appointed time, that assistant shall receive pay of time and one-half for all the hours worked and/or detained with the bus and/or children.

ARTICLE XI
ASSIGNMENT OF DUTIES

(A) School principals and Project Coordinators will assign, direct and supervise duties performed by Assistants in their respective schools or projects. Commencing with the 2006/2007 School Year, Teacher Assistants assigned to K and Grade 1 maybe assigned by the School Principal to perform Instructional Assistant duties in other Classrooms during their assigned classes' non instructional periods.

(B) All Assistants must be available for bus monitoring assignments. The safety of school children is an important responsibility of the assistant program. Paraprofessionals who have been monitoring buses for four (4) years or more shall have the right to request to be relieved of bus monitoring assignments provided that such request is made prior to June 1 for the following year. Paraprofessionals with less than four (4) years of employment as a paraprofessional must accept bus-monitoring assignments in accordance with their seniority in their school. The Director of Human Resources will make an effort to assign such duties keeping in mind the assistants' residences and personal requirements. When such adjustments are

not possible, assistants will be expected to be available at the time and place assigned. Bus monitoring is a necessary and important function of the assistant program.

(C) The Supervisor of Student Transportation will assign and direct bus-monitoring assistants on a daily basis.

(D) Bus Assistants shall not suffer any loss of pay for refusing to ride in any unsafe school buses.

(E) Bus transportation shall be provided for all teachers' assistants who are required to accompany students to school dentists.

(F) Teacher Assistants shall not be required to do cleaning and wiping of tables during lunch periods or cleaning of Buses used to transport students.

ARTICLE XII
HOLIDAYS AND RECESS VACATION PERIODS

All employees are entitled to the following paid holidays and recess vacation schedule:

Section 1. Holidays (A).

Victory Day*	Christmas Day
Labor Day*	New Year's Day
Columbus Day	Martin Luther King, Jr. Day
Election Day	Presidents' Day
(on which all schools are closed)	
Veterans' Day	Good Friday
Thanksgiving Day	Memorial Day
Thanksgiving Friday	Independence Day-July 4th*

*for observances during employee's work year.

Section 2. Recesses. (A) Twelve (12) month bargaining unit members 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. All other employees with six or more months of service shall be granted the December/Christmas recess with pay.

(B) All new employees, i.e. those employed for six months or less, shall be required to attend in-service training workshops for five days during the February recess and will

receive their regular salary for that five-day week.

(C) All employees with less than one school year of service must attend in-service training workshops for two days during the February recess and will receive their regular salary for that five-day week.

(D) Any employee with less than three years of service who is transferred from one program to another must attend in-service training workshops for two days during the February recess following the transfer and will receive his/her regular salary for that five-day week.

(E) All employees, except twelve (12) month bargaining unit employees who accrue vacation benefits per (A) above, with six or more months of service excluding those required to attend in-service training workshops, shall be granted all recesses with full pay.

(F) Except for (B) above, all in-service training shall be conducted during regular school hours and school days.

(G) The Department may schedule up to two (2) one (1) week shutdowns to be taken as vacation by all twelve (12) month employees. The vacation shutdowns will generally be scheduled during the first week of July and Christmas week. The Department will notify employees if it is going to shutdown by September 1 of the school year in which the shutdown is to occur.

ARTICLE XIII
SICK LEAVE

Section 1. (A) Each assistant will be credited with one and one-half (1-1/2) days' sick leave for each full month of employment cumulative to one hundred sixty (160) days. An employee with less than two years of service may borrow against his sick leave reserve for up to 15 school days, provided, however, that should the employee terminate his employment before earning said days advanced, the amount of unearned leave shall be repaid by the employee. Sick leave shall be granted for the following reasons:

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

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

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

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

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

(2) The discharge of eight (8) sick days (with or without pay) within a four (4) month period will require the employee to provide medical documentation from a qualified physician or other reasonable evidence as determined by the Director of Human Resources. This documentation is to be presented to the 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 loss time, plus employee's inability to discharge sick leave, plus suspension equal to days of absence due to alleged illness/injury. If a further occasion should occur, the employer will commence with Step 3.

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

Section 2. (A) Sick leave allowance shall at no time be considered as a basis for the collection of severance pay, terminal leave, or in any other manner, except as a sick leave allowance for personal illness. It shall be the responsibility of the Superintendent or his designee to inaugurate and maintain whatever additional safeguards he may deem necessary in order to prevent abuses of this privilege and to discipline employees found guilty of such abuses. Notwithstanding the above, employees who retire and receive a retirement benefit under the City of Providence Retirement System shall, upon retirement, be entitled to, for up to 50 days of accrued Sick Leave, a lump sum payment equal to twenty-five (25%) percent of the value of unused sick leave accumulated from July 1, 1987 to the date of their retirement and for all accrued Sick Leave over 50 days, fifty (50%) percent of the value of unused sick leave accumulated from July 1, 1987 to the date of their retirement.

Section 3. Workers' Compensation. (A) Notwithstanding any exclusion to the contrary, members of the bargaining unit shall be covered by and entitled to receive Workers' Compensation benefits pursuant to the provisions of the Workers' Compensation Act of the State of Rhode Island while Workers' Compensation Law remains in effect.

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

Section 4. (A) A permanent employee, upon request, shall be granted a maternity leave without pay not to exceed one (1) year from the date of the birth of the child unless extended by the Superintendent. The employee shall notify the Superintendent one (1) month in advance of required leave. Subject to applicable law, an employee on Maternity Leave shall have the option to retain her Blue Cross and Physicians' service coverage and riders at her own expense. Employees electing this

option shall reimburse the Providence School Department on a monthly basis for the premium at the Providence Teachers' group rate.

ARTICLE XIV
BEREAVEMENT LEAVE

Section 1. (A) An employee may be absent for five (5) consecutive days without loss of pay in the case of the death of a father, mother, brother, sister, husband, wife or child, step-child, step-father, step-mother, step-brother, or step-sister, regardless of where the deceased resided or any other person with whom the employee may then be living or any other person with whom the employee may then be living, including domestic partners of the same or opposite sex who have lived in the same household for at least six (6) months and have made a commitment to continue to live as a family; and

(B) Further, such employee may be absent for three (3) consecutive work days without loss of pay due to the death of his own grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild; and

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

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

(E) Further, two (2) additional workdays without loss of pay may be taken for personal reasons in connection with settling the affairs of a deceased, as defined in the above paragraphs of this Article, provided that these days are taken within one (1) year from the time of the death and further provided that such affairs cannot be handled outside of the workday.

(F) Further, Officers and Members of the Local Union 1033 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 Union 1033 or Officers of other AFL-CIO affiliates. Such time shall not be unreasonably withheld.

ARTICLE XV
PERSONAL LEAVE - COURT SERVICE

Section 1. Personal Leave. The Superintendent may grant two (2) days personal leave without loss of pay to members of the bargaining unit and the employee shall not be denied such leave for any business that cannot be conducted at a time not in conflict with the Employee's regular workday or for any emergency over which the Employee has no control and which required immediate attention. Requests for such leave shall be given as far in advance as possible. Each request must be submitted on a form provided by the Department of Human Resources. The request must list the specific reason for the leave.

Section 2. Jury Leave. 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. The employee will present proof of such service and the amount received therefore.

Section 3. Educational Leave. An employee who is enrolled in a degree granting educational program shall be entitled to a one (1) year leave without pay. Employees who are seeking degrees with the intention of remaining employees of the Providence School Department by seeking a certified position may be granted, at the discretion of the Superintendent, an additional one (1) year leave without pay not to exceed a total of two (2) years.

ARTICLE XVI
RELIGIOUS OBSERVANCE LEAVE

Section 1. Any employee whose religious obligations require absence from daily work duties may be absent for three (3) days with pay for such observance. Approval must be obtained beforehand or full pay will be deducted.

ARTICLE XVII
HEALTH AND DENTAL COVERAGE AND INSURANCE

Section 1. A) The School Department shall provide all employees hired prior to September 1, 2005 and who are covered by this agreement and 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. The network shall be equivalent to the Blue Cross Coast-to-Coast Network existing at the time of the execution of this Agreement.

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 and Coast-to-Coast 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 the child turns age 19 (or age 25 if a full-time student).

OUTPATIENT SERVICES

PREVENTIVE CARE:

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

OFFICE VISITS:

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

EYE EXAMS:

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

OUTPATIENT SURGERY:

Covered in full.

DIAGNOSTIC LAB & X-RAY:

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

CHIROPRACTIC CARE:

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

WISDOM TEETH:

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

INPATIENT SERVICES

HOSPITAL ROOM & BOARD:

Unlimited days of care in a semiprivate room.

SURGICAL-MEDICAL:

Covered in full.

EMERGENCY ROOM:

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

MATERNITY:

Covered in full.

ORGAN TRANSPLANT:

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

MENTAL HEALTH & SUBSTANCE ABUSE (MHSA)

INPATIENT MH:

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

OUTPATIENT MH:

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

INPATIENT SA:

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

Rehabilitation - 30 days in any 12-month period; lifetime limit of 90 days per member, when arranged by the Care Manager. 50% coverage at out-of-area non-participating providers.

OUTPATIENT SA:

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

ARTICLE XVIII
PRESCRIPTION, VISION CARE & WELLNESS BENEFITS

RX and VISION CARE HARDWARE: - by the Rhode Island Public Employees' Health Services Fund.

SELF ADMINISTERED INOCULATIONS: 80% coverage.

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

PRIVATE DUTY NURSING & AMBULANCE: - 80% coverage. Does not include 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.

The Employer also agrees to furnish as an alternative to the foregoing, substantially equivalent coverage under United Healthcare of New England or such other plan(s) agreed to by the parties.

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 1(B). The Employer 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 2. 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.

RETIREE HEALTH CARE COVERAGE

(A) The Employer also agrees to continue health coverage for retirees and retirees' spouses for life for all employees who retired on or after July 1, 1989 and prior to September 3, 1995. The plan of coverage shall be the plan elected by the individual

on the date of retirement. Said coverage shall be converted to Plan 65 coverage upon attainment of the age of 65 or at the option of the retiree, a Medicare approved HMO, i.e., BlueChip for Medicare Plus.

(B) The Employer shall furnish health care coverage, on an individual basis only, to employees who retire(d) on or after September 3, 1995. Said coverage shall be of the same plan in effect when the retiree was an active employee up to age 65. Upon attainment of age 65, said coverage shall convert to Plan 65 or at the option of the retiree, a Medicare approved HMO, i.e., BlueChip for Medicare Preferred. This coverage shall be for life. The Employer also agrees to provide this coverage to the retiree's spouse upon the death of the retiree.

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

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

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

Section 4. Healthcare buy-back. (A) Upon presentation of proof of alternative health care coverage pursuant to a non-Providence School Department paid plan satisfactory to the Union, employees eligible for paid City Blue or UnitedHealthcare of New England insurance under this Agreement may choose not to be covered under the Providence School Department's group health

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

(B) Upon presentation of proof of alternative dental care coverage pursuant to a non-Providence School Department paid plan satisfactory to the Union, employees eligible for paid dental benefits under this Agreement may choose not to be covered under the Providence School Department's group dental insurance policy. Eligible employees enrolled in a family plan making this choice shall receive \$500.00 for each full contract year in which they are not covered for family coverage and for those dropping individual coverage, the compensation shall be \$250.00 for each full contract year of non-coverage by a Providence School Department plan. The parties understand and agree that employees whose spouses are employed by the Providence School Department or the City of Providence and those who have chosen not to be covered by Providence School Department policies shall not be eligible for this benefit. For each year in which the employee opts out under this section, he/she shall receive no coverage pursuant to this Article, except that employees may opt back into the Plan in the event of a major life event causing loss of alternative and equivalent coverage, such as death or loss of employment of a spouse. Proof of loss of said alternative coverage or equivalent coverage may be required by the Providence School Department

before the employee is re-enrolled. Payments to employees under this provision shall be made at the end of each year, in arrears for the period of October to September with payment made in September. If an employee has opted back into Providence School Department coverage during the course of a contract year, he/she shall not be entitled to any payment under this section for that year.

(C) Upon presentation of proof of alternative health care coverage pursuant to a non-Providence School Department paid plan satisfactory to the Union, retirees eligible for paid City Blue or UnitedHealthcare of New England insurance under this Agreement may choose not to be covered under the Providence School Department's group health insurance policies. Eligible retirees enrolled in a plan making this choice shall receive \$750.00 for each full contract year of non-coverage by a Providence School Department plan. The parties understand and agree that retirees whose spouses are employed by the Providence School Department or the City of Providence and those who have chosen not to be covered by Providence School Department policies shall not be eligible for this benefit. For each year in which the retiree opts out under this section, he/she shall receive no coverage pursuant to this Article, except that retirees may opt back into the Plan in the event of a major life event causing loss of alternative and equivalent coverage, such as death or loss of employment of a spouse. Proof of loss of said alternative coverage or equivalent coverage may be required by the Providence School Department before the retiree is re-enrolled. Payments to retirees under this provision shall be made at the end of each year, in arrears for the period of October to September with payment made in September. If a retiree has opted back into Providence School Department coverage during the course of a contract year, he/she shall not be entitled to any payment under this section for that year.

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

Section 6. Disability Insurance. The Employer shall provide, consistent with the current practice and benefits, each employee covered by this Agreement with a \$100.00 per week

accident and disability insurance policy. Said coverage shall include a thirty (30) day waiting period and cover non-occupational illness and injury only.

Section 7. Notwithstanding the foregoing, 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.

ARTICLE XIX
UNION BENEFIT TRUST FUNDS

Section 1. In order to provide each employee covered by this Agreement and their dependents with the benefits described below and which are provide through Union Benefit Trust Funds, the Employer agrees to contribute \$2.67 per hour for each straight-time hour each employee covered by this Agreement is paid to the "Rhode Island Public Employees' Benefit Trust Fund Administrative Account." Effective July 1, 2006, the Employer agrees to contribute \$2.60 per hour for each straight-time hour each employee covered by this Agreement is paid. Effective June 30, 2007, the Employer agrees to contribute \$2.72 per hour for each straight-time hour each employee covered by this Agreement is paid, of which an addition of not less than three cents (\$.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 XX
GRIEVANCE PROCEDURE

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

employer's authority or jurisdiction.

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

Step 1. Within 5 days from the date of the occurrence or event giving rise to the grievance, the employee must discuss the problem orally with his/her immediate supervisor, who shall attempt to resolve the matter informally. Grievances filed by the union may commence at Step 2, which shall be taken by the union within ten (10) days from the occurrence or event giving rise to the grievance.

Step 2. If the matter is not resolved at Step 1, the union and/or the employee must submit a written grievance to the Director of Human Resources within ten (10) days of the immediate supervisor's decision. The Director of Human Resources shall, within five days of receipt of the written grievance, schedule a meeting to decide its merits. Within seven (7) days following the meeting, the Director of Human Resources shall render a written decision, copies of which shall be sent to the superintendent and the union.

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

Step 4. (A) If the grievance is not resolved at Step 3, it may be submitted by the union to arbitration within fifteen (15) days of the superintendent's decision. Arbitration shall be initiated by the union's filing a request to the American Arbitration Association in accordance with its rules and procedures, with a copy of same forwarded to the superintendent. A decision rendered in accordance with 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 XXI
SALARIES

Section 1. The salaries of all employees covered by this Agreement shall be as set forth in Appendixes A and B which are attached hereto and made a part of this Agreement.

(A) Effective June 30, 2005 wage rates shall be increased 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.

(B) Effective July 1, 2005, wage rates shall be increased 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.

(C) Effective July 1, 2006, wage rates shall be increased 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.

(D) Effective June 30, 2006, all employees who have successfully passed the Federal Parapro Test or possess a minimum of forty-eight (48) college credits shall receive an additional pay increase in the amount of .20 per hour.

(E) Effective January 1, 2007, all employees who have successfully passed the Federal Parapro Test or possess a minimum of forty-eight(48) college credits shall receive an additional pay increase in the amount of .20 cents (for a total of .40 cents per hour) and all employees who have successfully completed all course work and received an Associates Degree shall receive, in addition to the standard .40 cents for the Paraprofessional certification, an additional .5 cents per hour, (for a total of .45 cents per hour) for an Associates degree and all employees who have successfully completed all course work and received a Bachelors degree shall receive, in addition to the standard .40 cents for the Paraprofessional certification, an additional .10 cents per hour, (for a total of .50 cents per hour) for a Bachelors degree.

(F) Effective June 30, 2007 all employees who have successfully passed the Federal Parapro Test or possess a minimum of forty-eight (48) college credits shall receive an additional pay increase in the amount of .10 cents (for a total of .50 cents per hour) and all employees who have who successfully completed all course work and received an Associates Degree shall receive, in addition to the standard .50 cents for the Paraprofessional certification, an additional .10 cents per hour, (for a total of .60 cents per hour) for an Associates degree and all employees who have successfully completed all course work and received a Bachelors Decree shall receive, in addition to the standard .50 cents for the Paraprofessional certification, an additional .25 cents per hour, (for a total of .75 cents per hour) for a Bachelors degree.

	Test or 48 credits	Associates	Bachelors
June 30, 2006	20 cents	20 cents (20+0)*	20 cents (20+0)*
January, 1, 2007	20 cents	25 cents (20+5)	30 cents (20+10)
June 30, 2007	10 cents	15 cents (10+5)	25 cents (10+15)

* These categories qualify for the 20 cents by virtue of having 48 credits.

(G) Effective June 30, 2002, Teacher Assistants assigned to perform Child Screening duties shall be compensated and reclassified as Liaisons. The existing stipend paid to the lead person shall continue.

ARTICLE XXII
LONGEVITY AND BONUS PAY

Section 1. 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>ANNUAL 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 2. Bonus Pay for Special Education Assistants. It is agreed that Special Education Teacher Assistants shall receive a bonus pay of (\$400.00) Four Hundred Dollars effective and payable at the completion of the work year, providing the Assistant served as a Special Education Teacher Assistant for the entire work year, and for partial year assignments the payment shall be prorated. Assistants of ESL/Bilingual classes shall receive a bonus pay of (\$300.00) Three Hundred Dollars effective and payable at the completion of the work year, and for partial year assignments the payment shall be prorated. Said bonus pay shall be payable in the employee's last payroll for the school year.

Section 3. Travel Allowance. 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 in an amount. Effective September 1, said allowance shall be of \$.0405 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.

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

Section 2. With regard to any vacancies or unfilled positions, the filling of any/all such vacancies or unfilled positions shall be within the sole discretion of the Providence School Board. Nothing contained in Article II, Section 4 shall negate, contradict, or modify in any way the Providence School Board's rights 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 XXIV
TUITION REIMBURSEMENT PROGRAM

Section 1. An educational benefit program has been jointly established by the parties and shall continue to be operative as follows:

Section 2. The employer shall fund the tuition reimbursement program annually in the amount of \$6,500. 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 that qualify for reimbursement include courses that are part of a degree-granting program, are job related, or are included in 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 XXV
NO STRIKE - NO LOCKOUT

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

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

ARTICLE XXVI
MISCELLANEOUS

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

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

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

Section 2. The Office of the Superintendent shall issue a memorandum with regard to the following matters:

- (A) Notice of all workshops shall be given one month in advance of the workshop.
- (B) A list of all employees in the bargaining unit containing, among other things, their names, addresses, etc., shall be forwarded to the Union annually.

Section 3. 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 4. 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 5. Immunization Shots. The Board will make available to all employees, without cost, annual immunization shots against influenza, provided the vaccine is available.

ARTICLE XXVII
SEVERABILITY

Section 1. Should any final decision of any Court of competent jurisdiction affect any provision 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 XXVIII
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 modifications hereof as shall be reduced to writing and executed by the parties following the execution of this Agreement.

ARTICLE XXIX
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 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 McLure
MARY MCCLURE
PRESIDENT

Donnie W. Evans
DONNIE EVANS
SUPERINTENDENT

WITNESS:

[Signature]

RHODE ISLAND LABORERS'
DISTRICT COUNCIL
BY

Ronald R. Coia
RONALD R. COIA
BUSINESS MANAGER

LOCAL UNION 1033
BY

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

WITNESS:

[Signature]

(EXHIBIT A)

RHODE ISLAND PUBLIC EMPLOYEES' EDUCATION AND
POLITICAL ACTION COMMITTEE DEDUCTION

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

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

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

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

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

Employee

Social Security Number

Address

City or Town

State and Zip Code

APPENDIX A

SALARY SCHEDULE FOR ALL SCHOOL ASSISTANTS

The salaries specified are the minima and maxima for the positions described. Progression to the maxima within the position ranges specified shall be accomplished in not more than three years or as outlined in the salary schedule unless it should be decided by the superintendent that the salary of any employee covered by this schedule should not be advanced according to the schedule. In such cases notice to that effect will be given to the Business Manager and to such employees explaining the reason for such decision, which will be substantiated by written reports, a copy of which shall be filed in the Personnel Office. If the obstacles to an increase are not removed during the ensuing school year, the salary of such employees shall remain the same during the succeeding school year and thereafter until such obstacles are removed. When the obstacles are removed, the employee may resume normal progress on the schedule at the beginning of the following year. The Superintendent will file notice of the removal of cause with appropriate parties.

Progression from one assistant group to another will be according to evaluative judgments made by the superintendent or her designee, providing an actual vacancy exists. General assistants will not be considered for progression to another assistant group until they have received their high school diploma or high school equivalency diploma. Assistants who have attained sixty (60) approved college credits shall be considered for an accelerated progression by the superintendent or her designee from one assistant group to another.

(APPENDIX B)
MEMORANDUM OF AGREEMENT

Entered into this day of April, 1996, by and between the Providence School Board and the Rhode Island Laborers' District Council on behalf of Local Union 1033 Teacher Assistants.

WHEREAS, the parties have concluded good faith negotiations for a new collective bargaining agreement and desire to enter into this addendum to said Agreement; and

WHEREAS, the parties hereto desire to codify their Agreement and be bound by the same, the parties hereby agree as follows:

In order to improve the quality of classroom instruction offered by Instructional Teacher Assistants in Providence Public Schools, the Providence School Department has instituted the G.A.T.E. Program - Gaining Achievement Through Education. The G.A.T.E. Program will ensure that Teacher Assistants bring an appropriate level of expertise to their tasks, will require a high school Diploma or GED as a pre-requisite of employment and will also make training and higher educational opportunities available to teacher assistants, contingent upon Federal Funding in the following manner:

A) In an effort to improve the educational level of the instructional assistants and to increase their knowledge of effective and developmentally appropriate instructional methodologies and strategies, the district will provide in-house staff development sessions as well as, when Federal Funding is available, opportunities for the instructional assistants to continue their education at the Community College of Rhode Island in the Early Childhood Education\Child Development Program. Depending on the availability of Federal Funding, any instructional assistant who earns his\her Associate Degree in Education will then be offered the opportunity to attend the University of Rhode Island to work towards a Bachelor Degree in Early Childhood Education.

B) For those bargaining unit members who wish to take advantage of the G.A.T.E. Program, contingent upon Federal Funding and contingent upon the colleges' ability to set up appropriate courses and class sessions, the bargaining unit member may do so by paying the cost of the college credit course

to the Office of Federal Programs by check. The check will be held by the Office of Federal Programs and not cashed. Upon successful completion of the course requirements, including attendance and appropriate passing grade, said check will be returned to said bargaining unit member.

C) For those bargaining unit members who wish to participate in the G.A.T.E. Program, contingent upon Federal Funding and contingent upon the college's ability to set appropriate courses and class sessions, but who, due to documented financial circumstances, cannot afford or are otherwise unable to make the full tuition payment, the Federal Programs Office will advance the money to said bargaining unit member and pay the tuition and costs for said bargaining unit members' course. In order to be eligible for this advance payment by the Federal Programs Office, the bargaining unit member must document his\her inability to make the financial commitment for the course work (i.e. member has no checking account; documenting financial hardship in meeting day to day expenses if the tuition payment is made, etc.). In addition, if a bargaining unit member receives prepayment, said member will be required to meet all the attendance requirements set forth by CCRI and, in addition, must demonstrate good effort with respect to participation in this program. Should a bargaining unit member who is receiving prepayment from the Federal Programs Office fail to meet all the attendance requirements as established by CCRI, or otherwise fails to demonstrate sufficient good intention and effort with respect to this program, then said bargaining unit member shall be required, in any subsequent semester in which he/she wishes to participate in the G.A.T.E. Program to pay for said course in advance. The intent of this language is to make the individual not eligible for prepayment if attendance requirements or appropriate good intention and effort is not achieved/demonstrated by the member.

(APPENDIX C)
EMERGENCY SICK LEAVE BANK

Emergency Sick Leave Bank

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

To be eligible to use Emergency Sick Leave Bank time:

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

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

Emergency Sick Leave Bank Committee

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

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

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

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

may make additional contributions to the Bank during periods designated by the Committee.

Eligible Local 1033 members requesting to use time from the Bank may make an initial request of no more than sixty (60) days. Extensions of use of Emergency Sick Leave Bank time may be made to the Committee. Any extension request must be documented pursuant to rules as designated by the Committee.

Forms for Local Union 1033 members to donate time to the emergency Sick Leave Bank and to make application to use Emergency Sick Leave Bank Time shall be determined by the Committee and shall be available at the Department of Personnel and the Office of Local Union 1033 with copies being retained in each office.