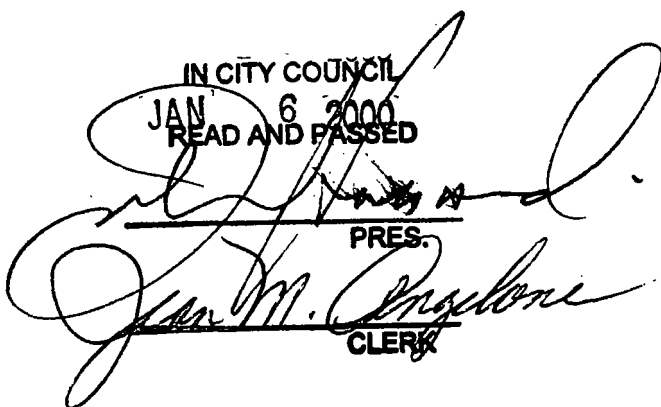
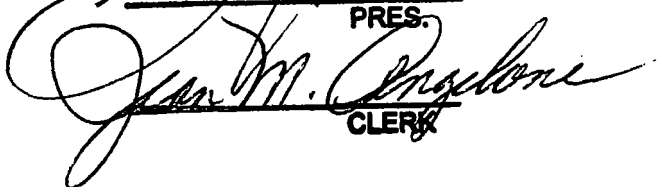


# RESOLUTION OF THE CITY COUNCIL

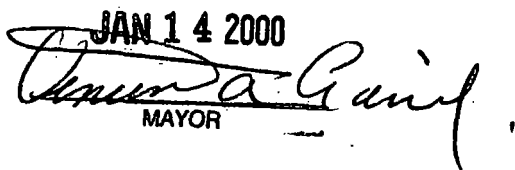
No. 5

*Approved* January 14, 2000

RESOLUTION, together with accompanying copy of  
Collective Bargaining Agreement by and between the Providence  
School Board and LIUNA, Local 1033, (B.E.S.T.).

IN CITY COUNCIL  
JAN 6 2000  
READ AND PASSED  
  
PRES.  
  
CLERK

APPROVED

JAN 14 2000  
  
MAYOR

CLERK

RECEIVED

RECEIVED

RECEIVED

THE COMMITTEE ON  
FINANCE

Approves Passage of  
The Within Resolution

*Claire E. Bertone*  
10/22/99 Clerk

VINCENT A. CIANCI, JR.  
Mayor

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

Gertrude F. Blakey  
President

School Board

Susan R. DeRita  
Vice-President

Gene K. Burns  
Secretary

Roosevelt Benton  
Bien Garcia  
Sydavong (Simon) Kue  
Juan Lopez, Jr.  
Mary E. McClure  
Olga Noguera

November 8, 1999

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

Dear Honorable Members:

On behalf of the Providence School Board, I herein deliver the following successor Tentative Collective Bargaining Agreements, which were ratified by our Board on November 8, 1999.

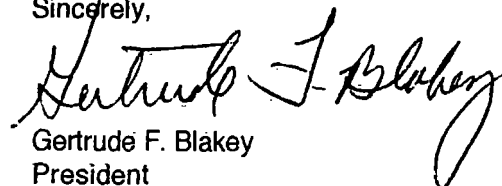
Collective Bargaining Agreement by and between the Providence School Board  
and LIUNA, Local 1033, (Bus Monitors)

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

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

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

Sincerely,

  
Gertrude F. Blakey  
President

GFB:rpi  
Enclosures

**TENTATIVE AGREEMENT**  
**(B.E.S.T.)**

Entered into this 8<sup>th</sup> day of November, 1999, by and between the Providence School Board and the Rhode Island Laborers' District Council on behalf of Local Union 1033 (B.E.S.T.) pursuant to Article XXIV and Article XXV of the parties' Agreement effective July 1, 1996 to June 30, 1999;

WHEREAS, the parties hereto have conducted good faith negotiations pursuant to Title 28, Chapters 7 and 9.4 of the Rhode Island General Laws, as amended; and

WHEREAS, the parties' negotiations have resulted in Agreement for a Collective Bargaining Agreement, effective July 1, 1999 to June 30, 2001; and

WHEREAS, the parties hereto desire to codify their Agreement and be bound by the same.

**THE PARTIES HEREBY AGREE**

1. The document titled "Agreement between the Providence School Board, and the Rhode Island Laborers' District Council on behalf of Public Service Employees' Local Union 1033 affiliate of the Laborers' International Union of North America, effective July 1, 1996 to June 30, 1999 Business, Educational, Specialists and Technical Staff (B.E.S.T.)" is herein incorporated by reference as if fully reproduced. The terms and conditions of this Agreement shall continue and remain in effect for the period of July 1, 1999 to June 30, 2001, except as expressly modified herein.
2. Article VIII - Salary Schedule/Longevity/Work Year - The economic increases shall be as follows and as provided for in the below paragraphs:
  - a) Effective January 1, 2000, the rate of pay of the bargaining unit position of Human Relations Specialist shall increase by \$1 per hour (over the December 31, 1999 rate). The parties shall further study and discuss the rate of pay of this bargaining unit position during the term of this Agreement.
  - b) Effective March 1, 2000, an amount equal to an across the board wage increase for all bargaining unit employees of 3.25% (over the February 29, 2000 rate).

IN CITY COUNCIL

NOV 18 1999

FIRST READING

REFERRED TO COMMITTEE ON  
FINANCE

*Jan M. Arp* CLERK

*130*

THE COMMITTEE ON

~~Finance~~  
Recommends

*Schedule Public Hearing*  
*Dec. 21, 1999*

*Claire E. Bestwick*  
CLERK

*Dec. 21, 1999 - Public Hearing*

- c) In addition to that increase set forth in paragraph (b) of this section, the rate of pay of the bargaining unit positions of Human Resource Specialist, Teacher Assistant Specialist, Supervisor of Payroll, Plant Ops, Ops Specialist, and Senior Budget Officer shall increase, effective March 1, 2000, by an additional 2.75% (over the February 29, 2000 rate).
- d) Effective July 1, 2000, an amount equal to an across-the-board wage increase for all bargaining unit employees of 3.75% (over the June 30, 2000, rate).

3. Article XIII - Insurances

Section 1: - (add) Age 65 coverage shall be Plan 65 or, at the option of the retiree, a Medicare approved HMO, i.e., BlueChip for Medicare or First Seniority.

Upon presentation of proof of alternative health care coverage pursuant to a non-employer paid plan satisfactory to the Teacher Assistant Specialist, employees eligible for paid CityBlue or Harvard Health Care insurance and Dental Benefits under this Agreement (benefits provided to active employees under Article XIII) may choose not to be covered under the Employer's group health insurance policies. Eligible employees enrolled in a family plan making this choice shall receive \$1,500.00 for each full contract year in which they are not covered for family coverage and for those dropping individual coverage, the compensation shall be \$750.00 for each full contract year of non-coverage by an Employer plan. The parties understand and agree that employees whose spouses are employed by the School department and those who have chosen not to be covered by 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 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 the School Department's coverage during the course of a contract year, he/she shall not be entitled to any payment under this Section for that year.

Section 3: - a) Effective March 1, 2000, the employer's contribution to the Rhode Island Public Employees' Health Service Fund shall be 66¢ per hour.

b) Effective July 1, 2000, the employer's contribution to the Rhode Island Public Employees' Health Service Fund shall be 71¢ per hour.

Section 8: - Disability Insurance - The employer shall increase the accident and disability insurance policy from \$75.00/wk to \$100.00/wk.

4. Article XI, Section 1 (D) (add) - The Superintendent may grant leaves to OTs, PTs, 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.

5. Article XVII - LIUNA National (INDUSTRIAL) Pension Fund

Section 1: a) Effective March 1, 2000, the employer's contribution to the Laborers' International Union of North America National (INDUSTRIAL) Pension Fund shall be 90¢ per hour.

b) Effective July 1, 2000, the employer's contribution to the Laborers' International Union of North America National (INDUSTRIAL) Pension Fund shall be 96¢ per hour.

6. Article III - Union Security - Section 4: (add) In addition, the Providence School Department shall deduct the sum of tow cents (\$.02) 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' Political Action Committee (RIPEPAC), 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 RIPEPAC monthly and by the 15<sup>th</sup> 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.

7. Article X - Sick Leave - Section 1: - (amend) lump sum as follows:

25% up to 50 days

50% over 50 days

8. Article XI - Leaves of Absence - Section 3: - Include within the definition of "immediate family" 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.

9. Article XXIII - Tuition Reimbursement - Section 2: -

Effective July 1, 1999, tuition reimbursement shall be funded annually by the employer in the amount of \$4000.00.

10. Article VIII. B (add) - Professional Development; Ten (10) month employees assigned to school buildings and educational programs shall attend professional development days as follows:

- a) Effective July 1, 1999 - 1.5 days of Professional Development that are designated as such on the school calendar.
- b) Effective July 1, 2000 - 2.5 days of Professional Development that are designated as such on the school calendar.

11. Article XXVI - Miscellaneous - (new)

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.

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.

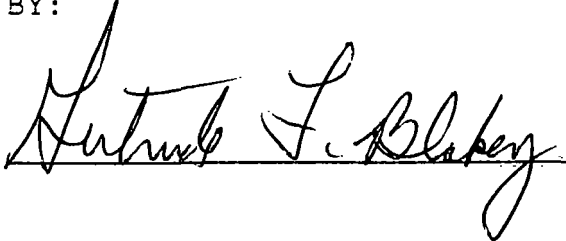
Annual evaluations are not subject to the grievance



procedure. The Employer may use an evaluation as evidence of notice in a disciplinary proceeding but not as primary evidence for discipline.

12. Article IX. Vacations/Holidays/Recesses - The Department may schedule up to two (2) one (2) 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.

PROVIDENCE SCHOOL DEPARTMENT,  
BY:



RHODE ISLAND LABORERS'  
DISTRICT COUNCIL, BY:



RONALD M. COIA  
BUSINESS MANAGER

LOCAL UNION 1033, BY:



DONALD S. IANNAZZI, ESQ.  
BUSINESS MANAGER

**PROVIDENCE SCHOOL DEPARTMENT**  
**FISCAL NOTE: TENTATIVE AGREEMENT WITH LOCAL 1033 (BEST)**  
**JULY 1, 1999 - JUNE 30, 2001**

Articles I and II are effective March 1, 2000

| ARTICLE | DESCRIPTION                     | YEAR 1           | YEAR 2           | TOTAL            |
|---------|---------------------------------|------------------|------------------|------------------|
| I       | WAGES                           | \$ 7,237         | \$ 32,000        | \$ 39,237        |
| II      | UNION FUNDS (HEALTH & PENSION)  | \$ 3,000         | \$ 9,200         | \$ 12,200        |
| III     | UNION SECURITY & DUES DEDUCTION | \$ -             | \$ -             | \$ -             |
| IV      | SICK LEAVE                      | \$ -             | \$ -             | \$ -             |
| V       | BEREAVEMENT                     | \$ -             | \$ -             | \$ -             |
| VI      | HEALTH AND WELFARE              | \$ -             | \$ (25,000)      | \$ (25,000)      |
| VII     | USE OF PERSONAL AUTOMOBILE      | \$ -             | \$ -             | \$ -             |
| VIII    | IN-SERVICE TRAINING             | \$ -             | \$ -             | \$ -             |
| IX      | INCREASE IN SALARY SCALE        | \$ 2,600         | \$ 7,800         | \$ 10,400        |
| X       | TUITION REIMBURSEMENT           | \$ 1,500         | \$ 1,500         | \$ 3,000         |
| XI      | DISABILITY INSURANCE            | \$ -             | \$ -             | \$ -             |
|         | <b>TOTAL COST</b>               | <b>\$ 14,337</b> | <b>\$ 25,500</b> | <b>\$ 39,837</b> |

**PROVIDENCE SCHOOL DEPARTMENT**  
**FISCAL NOTE: TENTATIVE AGREEMENT WITH LOCAL 1033 (ALL GROUPS)**  
**JULY 1, 1999 - JUNE 30, 2001**

Articles I and II are effective March 1, 2000

| ARTICLE | DESCRIPTION                     | YEAR 1            | YEAR 2            | TOTAL             |
|---------|---------------------------------|-------------------|-------------------|-------------------|
| I       | WAGES                           | \$ 78,037         | \$ 250,000        | \$ 328,037        |
| II      | UNION FUNDS (HEALTH & PENSION)  | \$ 20,600         | \$ 63,200         | \$ 83,800         |
| III     | UNION SECURITY & DUES DEDUCTION | \$ -              | \$ -              | \$ -              |
| IV      | SICK LEAVE                      | \$ -              | \$ -              | \$ -              |
| V       | BEREAVEMENT                     | \$ -              | \$ -              | \$ -              |
| VI      | HEALTH AND WELFARE              | \$ -              | \$ (75,000)       | \$ (75,000)       |
| VII     | USE OF PERSONAL AUTOMOBILE      | \$ -              | \$ -              | \$ -              |
| VIII    | IN-SERVICE TRAINING             | \$ -              | \$ -              | \$ -              |
| IX      | INCREASE IN SALARY SCALE        | \$ 2,600          | \$ 7,800          | \$ 10,400         |
| X       | TUITION REIMBURSEMENT           | \$ 4,500          | \$ 4,500          | \$ 9,000          |
| XI      | DISABILITY INSURANCE            | \$ -              | \$ -              | \$ -              |
|         | INCREASE IN WORK DAYS           | \$ 9,000          | \$ 10,000         | \$ 19,000         |
|         | <b>TOTAL COST</b>               | <b>\$ 114,737</b> | <b>\$ 260,500</b> | <b>\$ 375,237</b> |



# *Public Service Employees'*

## *Local Union 1033*

410 South Main Street  
Providence, Rhode Island 02903-7124  
Tel. (401) 331-1033  
Fax (401) 421-0244

November 30, 2000

Mr. Michael Clement, Clerk  
Office of the City Clerk  
City of Providence  
City Hall - 25 Dorrance Street  
Providence, RI 02903

Subject: Successor Collective Bargaining Agreements by and between the  
Providence School Board and Local Union 1033 - (A) Teacher Assistants,  
(B) Bus Monitors, and (C) B.E.S.T.  
Effective July 1, 1999 through June 30, 2001

Dear Mr. Clement:

In conjunction with Providence School Board President Gertrude Blakey, I herein transmit an original copy of each of the afore-stated Collective Bargaining Agreements, all of which were ratified by the Providence City Council in January, 2000.

In Solidarity,



DONALD S. IANNAZZI, ESQ.  
Business Manager

dsi/fjh

Enclosures

cc Gertrude Blakey, President

**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: July 1, 1999 to June 30, 2001**

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

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AGREEMENT made effective the 1st day of July, 1999, 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".

## WITNESSETH

### 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:

Supervisor of School Lunch  
Child Care Workers  
Supervisor Federal Programs  
Office Manager  
Supportive Counselor  
Audiometrist Technician  
Comm. Relations Liaison Specialist  
Community Liaison Route Foreman  
Plant Maintenance Coordinator  
Head Custodian  
Physical Therapist  
Parent Involvers/Trainer  
Media Resource Assistant  
Occupational Therapist  
Energy Control Technician  
Information Systems Assistant  
Educational Research Assistant  
Field Worker  
Expediter of Purchasing & Supplies  
Transportation Director  
Computer Management Specialist

Internal Auditor  
Budget Analyst  
Senior Budget Officer  
Budget Officer-Accounting  
Supervisor-Payroll & Personnel  
Related Records  
Water Safety Instructor  
Human Relations  
Operations Specialist  
Plant Operations Coordinator  
Class A Foreman  
Laboratory Technician  
Program Assistant  
Information/Referral Specialists  
Research/Developer Liaison  
Developer/Demonstrator  
Job Coach  
Computer Service Specialist  
Technical Services Expetiter

## **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 or sex. Nothing contained in this Collective Bargaining Agreement shall be interpreted or construed as a violation of the American 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. 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.

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. In addition, the Providence School Department shall deduct the sum of three cents (\$.03) 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.

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 15<sup>th</sup> 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. There shall be no layoffs, shutdowns, furloughs or cutbacks that affect any person within this bargaining unit. The Providence School Board shall not layoff bargaining unit employees, alter the work schedule or unilaterally modify any working conditions of bargaining unit employees.

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

#### **ARTICLE 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 work day.

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.

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 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. The term "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. Probationary employees may be dismissed without recourse under this Agreement.

C. 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 work days.

D. Replacement of employees in a higher classification.  
A permanent employee shall be subject to assignment by the Superintendent, or his designee, as a temporary replacement for an employee whose anticipated absence will be for more than two (2) weeks or in a vacancy.

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.

E. 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.

F. Filling of Vacancies.

Job experience may be substituted for educational background.

G. 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. Subject to the provisions of Article II, Section 6, whenever layoffs become necessary, employees within this bargaining unit (as covered in Article I) shall be laid off on the basis of their seniority and those with the least seniority shall be laid off first insofar as job classifications permit. A permanent employee shall be notified two (2) weeks before layoff. Whenever it becomes necessary to increase the work force, laid-off employees shall be recalled in the inverse order of the layoff before any new employee is hired, provided, they are deemed qualified to fill the vacancy.

Section 2. All vacancies indicating the job description shall be posted at each job site. Copies of vacancies and posting shall be sent to the Local Union 1033 office within five (5) 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

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.

Section 3. 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 4. 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.

**Section 1.(b)** Effective July 1, 1999, the wage rate for all bargaining unit classifications shall be that in effect June 30, 1999.

**Section 1.(c)** The economic increases for employees covered by this Agreement shall be as follows and as provided for in the below paragraphs. The parties hereby acknowledge that the Union membership has allocated a portion of the economic increases provided herein to programs and benefits and as a result of said allocation, the wage schedules have been adjusted accordingly. The parties expressly agree that the Union membership's allocation of the economic package described below has resulted in a corresponding reduction in the effected wage rates.

- A. Effective January 1, 2000, the rate of pay of the bargaining unit position of Human Relations Specialist shall increase by \$1 per hour (over the December 31, 1999 rate). The parties shall further study and discuss the rate of pay of this bargaining unit position during the term of this Agreement.
- B. Effective March 1, 2000, an amount equal to an across-the-board wage increase for all bargaining unit employees of 3.25% (over the February 29, 2000 rate).
- C. In addition to that increase set forth in paragraph (B) of this section, the rate of pay of the bargaining unit positions of Human Resource Specialist, Teacher Assistant Specialist, Supervisor of Payroll, Plant Ops, Ops Specialist, and Senior Budget Officer shall increase, effective March 1, 2000, by an additional 2.75% (over the February 29, 2000 rate).

- D. Effective July 1, 2000, an amount equal to an across-the-board wage increase for all bargaining unit employees of 3.75% (over the June 30, 2000, rate).

Section 2. Longevity Pay. In addition to the salaries listed in this Agreement, there shall be paid a longevity supplement which shall be considered part of the employee's salary for other purposes in this Agreement, including pension purposes. This supplement shall be computed January 1st on the basis of the employee's salary and years of service, and the Longevity payment shall be payable on or after January 1st of each year in a lump sum as is practical.

| YEARS OF SERVICE              | PERCENTAGE AMOUNT |
|-------------------------------|-------------------|
| 5 yrs. but less than 10 yrs.  | 4%                |
| 10 yrs. but less than 15 yrs. | 5%                |
| 15 yrs. but less than 20 yrs. | 6%                |
| 20 yrs. or more               | 7%                |

Further, any employee within this bargaining unit who separates prior to January 1st will be eligible for a prorated payment of this Longevity supplement at the time of his/her separation and this supplement will be included with his/her final payment.

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

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 front July 1 to June 30.

B. The 10-month employee's work year shall run from September to June. 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 Ten (10) month employees assigned to school buildings and educational programs, the work year shall include professional development days as follows:

- i) Effective July 1, 1999 - 1.5 days of Professional Development that are designated as such on the school calendar.
- ii) Effective July 1, 2000 - 2.5 days of Professional Development that are

designated as such on the school calendar.

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

The work day 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):

A. During the months of July and August, consistent with municipal practice, the work day shall begin at 8:30 A.M. and conclude at 4:00 P.M.

B. At other times when school is not in session, the normal work day shall begin at 9:00 A.M. and conclude at 4:00 P.M.

Exception to Section 5: Custodial/Maintenance personnel and Route Foremen who are members of this bargaining unit.

**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. Payment for mileage will be at the rate of \$95.00 per month for:

Plant Maintenance Coordinator  
Plant Operations Coordinator  
Class A Foreman

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.

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.

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

## **ARTICLE IX VACATIONS/HOLIDAY/RECESSES**

**Section 1.** Twelve-month personnel 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. Child Care Workers and Job Coaches shall receive recesses in accordance with current practices.

**Section 2.** Vacations 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 forty-five (45) days. Employees listed above shall have the option of requesting the days of vacation to be taken, subject to the work load 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 personnel Records Office by each employee.

**Section 4.** The Personnel Records Office will collate the information for the approval of the Superintendent or his 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  
New Year's Day

Veterans' Day  
Memorial Day



Columbus Day  
\*\*Martin Luther King Jr. Day  
Election Day (on which schools are closed)  
Washington's Birthday  
Good Friday

VJ Day  
\*Fourth of July  
Thanksgiving Day  
Thanksgiving Friday  
Christmas Day

\*\*Twelve-month employees who have to work because Administrative offices are open will have this day added to their vacation.

#### 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. 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 thirty-eight (138) days. If an employee is absent in excess of three (3) working days in succession for reasons of illness, the Superintendent or his designee may require medical documentation of said illness. Such medical documentation shall be required for each sick leave with pay covering an absence of greater than five (5) working days in succession.

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. 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.

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.

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

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

## **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. For religious observance - three (3) days;
- C. For personal business - two (2) days.
- D. 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

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, 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.

Further, such employees may be absent for 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

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

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

Further, two (2) additional work days may be taken for personal reasons in connection with settling the affairs of a deceased as defined in the above 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 Military or Naval Forces or in the Rhode Island National Guard or Naval Reserve, or by reason of enlistment, induction, commission or otherwise, and who has held a position in the School Department for 180 or more calendar days within the twelve months next preceding such entrance into the armed forces, is entitled to and is hereby granted military leave of absence from the said position commencing with the time of leaving said position for said purpose and continuing throughout the duration of said absence required by the continuance of service in the

armed forces. Upon termination of such military service, the employee shall be entitled to all benefits provided in accordance with the requirements of all applicable federal and state laws. Such leave of absence shall be deemed to have expired six months after the date of discharge from or authorized separation from active duty as a member of the armed forces. Re-enlistment or other continued service in the armed forces resulting from a choice by the employee, shall serve to cancel such leave.

**Section 3. Military Training Leave.** Employees who, by reason of membership to the United States Military Naval or Air Reserve or the Rhode Island National Guard or Naval Reserve, are required by the appropriate authorities to participate in training activities or in active duty as a part of the state military force or special duty as a part of the federal military force, shall be granted military training leave with pay not to exceed twenty (20) days in any one calendar year, less any payment received for such service. 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.** An employee who elects to use the provisions of Article IX 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.

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

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. A written request for return from leave must be received by the Superintendent no less than thirty (30) days before the expiration of the leave.

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.

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. 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. 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.

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.

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.** Effective April 15, 1996, the School Department shall provide all employees covered by this agreement and eligible family members with health care coverage as follows:

#### **LOCAL UNION 1033 HEALTH CARE PLAN**

##### ***COVERAGE LEVELS:***

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

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

##### ***PARTICIPATING PROVIDERS:***

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

mental health/substance abuse.

***PRE-AUTHORIZATION:***

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

***DEDUCTIBLES:***

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

***ANNUAL MAXIMUM EXPENSE:***

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

***LIFETIME MAXIMUMS:***

Unlimited.

***DEPENDENT COVERAGE:***

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

**OUTPATIENT SERVICES:**

***PREVENTIVE CARE:***

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

***OFFICE VISITS:***

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

***EYE EXAMS:***

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

***OUTPATIENT SURGERY:***

Covered in full.

***DIAGNOSTIC LAB & X-RAY:***

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

***CHIROPRACTIC CARE:***

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

***WISDOM TEETH:***

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

**INPATIENT SERVICES**

***HOSPITAL ROOM & BOARD:***

Unlimited days of care in a semi-private room.

***SURGICAL-MEDICAL:***

Covered in full.

***EMERGENCY ROOM:***

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

***MATERNITY:***

Covered in full.

***ORGAN TRANSPLANT:***

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

**MENTAL HEALTH & SUBSTANCE ABUSE (MHSA)**

***INPATIENT MH:***

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

***OUTPATIENT MH:***

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

***INPATIENT SA:***

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

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

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

***OUTPATIENT SA:***

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

**ADDITIONAL SERVICES:**

RX: - 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 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.

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

The Employer also agrees to continue health coverage for retirees and retirees' spouses



for life for all employees who retired on or after 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 Preferred or First Seniority.

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 or First Seniority. This coverage shall be for life. The Employer also agrees to provide this coverage to the retiree's spouse upon the death of the retiree.

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

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

Section 2. All members of the bargaining unit and their families shall be entitled to dental benefit equivalent to Delta Dental IV coverage. Additionally, a Student Rider to age 26 shall be provided. The employer shall pay the full cost.

Section 3. Healthcare buy-back. Upon presentation of proof of alternative health care coverage pursuant to a non-employer paid plan satisfactory to the Teacher Assistant Specialist, employees eligible for paid CityBlue or Harvard Health Care insurance and Dental Benefits under this Agreement (benefits provided to active employees under Article XIII, Sections 1 and 2 above) may choose not to be covered under the Employer's group health insurance policies. Eligible employees enrolled in a family plan making this choice shall receive \$1,500.00 for each full contract year in which they are not covered for family coverage and for those dropping individual coverage, the compensation shall be \$750.00 for each full contract year of non-coverage by an Employer plan. The parties understand and agree that employees whose spouses are employed by the School department and or the City of Providence and those who have chosen not to be covered by 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 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 the School Department's coverage during the course of a contract year, he/she shall not be entitled to any payment under this Section for that year.

Section 4. In order to provide each employee covered by this Agreement and their dependents drug/prescription, vision and Wellness care benefits, the Employer agrees to contribute fifty-six cents (56¢) cents per hour for each straight-time hour each employee covered by this Agreement is paid to the "Rhode Island Public Employees' Health Services Fund", established by Declaration of trust dated July 1, 1979. The Employer shall contribute an additional amount per each ten (10) month employee covered by this Agreement based on the number of hours each ten (10) month employee would work, if that ten (10) month employee were a twelve (12) month employee, during the annual summer non-work period.

Effective March 1, 2000, the employer's contribution to the "Rhode Island Public Employees' Health Services Fund" shall be sixty-nine cents (69¢) per hour and the parties hereto acknowledge that this contribution rate includes three cents (3¢) per hour which is derived from an allocation of the economic increase contained in Article VIII.

Effective July 1, 2000, the employer's contribution to the "Rhode Island Public Employees' Health Services Fund" shall be seventy-seven cents (77¢) per hour and the parties hereto acknowledge that this contribution rate includes an additional three cents (3¢) per hour which is derived from an allocation of the economic increase contained in Article VIII.

Said fund shall be administered by a Board of Trustees selected and appointed under the provisions of the Trust Agreement executed by the Union.

The City of Providence/Providence School Department and the Rhode Island Public Employees' Health Services Fund have jointly and cooperatively developed and implemented an Employees' Wellness Program for bargaining unit employees with a purpose of combating the escalation of health care costs through health education and safety programs. The Providence School Department and the Union shall encourage employee participation in programs sponsored by the Wellness program and shall further cooperate to reduce health risks and the corresponding utilization of the Health Care Plans.

Section 5. Said contributions will be paid to the Fund no later than the twentieth (20th) day of each month and shall be based on the preceding month's payroll.

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. 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 \$75.00 per week accident and disability insurance policy. Effective February 1, 2000, this benefit shall be increased to \$100.00 per week.

**Section 9.** Notwithstanding the foregoing, the Employer shall have the right at any time during this Agreement to provide substantially equivalent insurance benefits, except for those drug, prescription and vision care benefits provided for through the Rhode Island Public Employees Health Services 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. The following procedure shall be adhered to by employees and/or the union in presenting grievances:

**Step 1.** Within 5 days from the date of the occurrence or event giving rise to the grievance, the employee must discuss the problem orally with his/her immediate supervisor, who shall attempt to resolve the matter informally. Grievances filed by the union may commence at Step 2 which shall be taken by the union within 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 days of receipt of the written grievance, schedule a meeting to decide its merits. Within 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 render a written decision within five (5) days of the receipt of the appeal. A copy of the decision shall be sent to the union.

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

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

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

## **ARTICLE 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**  
**LABORERS' INTERNATIONAL UNION OF NORTH AMERICA**  
**NATIONAL (INDUSTRIAL) PENSION FUND**

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

Effective July 1, 1994, seventy-two cents (\$.72) per hour.

Effective March 1, 2000, ninety cents (\$.90) per hour

Effective July 1, 2000, ninety-six cents (\$.96) per hour

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

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

**ARTICLE XVIII**  
**LEGAL SERVICES FUND**

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

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

Section 3. The legal services fund shall not be used to provide benefits which defray any expenses for disputes, grievances, or legal proceedings between the 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.

**ARTICLE XIX**  
**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 XX 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 XXI 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.

## **ARTICLE XXII 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 XXIII TUITION REIMBURSEMENT PROGRAM**

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

Section 2. Effective July 1, 1999, tuition reimbursement shall be funded annually by the employer in the amount of \$4,000.

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

Section 4. An Education Committee shall be established consisting of three (3) members, two (2) appointed by the Superintendent and one (1) appointed by the Union. The Committee shall review all course requests and shall provide all policies and procedures for implementation of the Tuition Reimbursement program for undergraduate, graduate and career enhancing programs.

Section 5. 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 or are job related, 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 XXIV 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 XXV  
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.

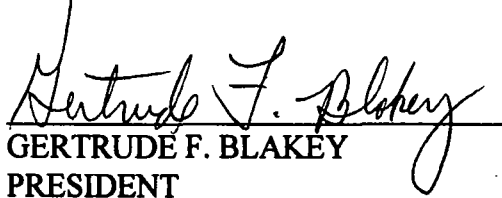
**ARTICLE XXVI  
DURATION OF AGREEMENT**

Section 1. This Agreement shall be effective from July 1, 1999, through June 30, 2001, 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 27th day of November in the year 2000.

PROVIDENCE SCHOOL BOARD  
BY

  
GERTRUDE F. BLAKEY  
PRESIDENT

  
DIANA LAM  
SUPERINTENDENT


RHODE ISLAND LABORERS'  
DISTRICT COUNCIL  
BY

  
RONALD M. COIA  
BUSINESS MANAGER

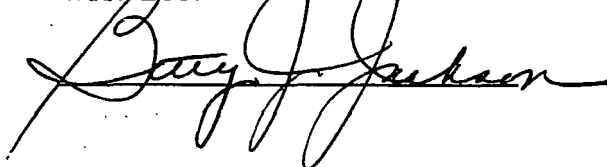
LOCAL UNION 1633  
BY

  
DONALD S. IANNAZZI, ESQ.  
BUSINESS MANAGER

WITNESS:

  
DEC 1 11 58 AM '00

WITNESS:





**(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

## **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.

**BEST - 10 MONTH POSITIONS  
DAILY RATES**

1 July 99

| Position                         | 1st      | 2nd      | 3rd       | 4th       | 5th |
|----------------------------------|----------|----------|-----------|-----------|-----|
| Human Relations                  |          |          |           |           |     |
| I                                | \$ 57.86 | \$ 63.80 | \$ 70.49  | \$ 78.71  |     |
| II                               | \$ 62.12 | \$ 72.89 | \$ 79.61  | \$ 87.76  |     |
| III                              | \$ 67.41 | \$ 81.97 | \$ 88.67  | \$ 96.90  |     |
| IV                               | \$ 94.85 | \$ 99.95 | \$ 103.85 | \$ 108.57 |     |
| Laboratory Technicians           | \$ 59.86 | \$ 62.92 | \$ 69.61  | \$ 77.82  |     |
| Child Care Workers (School Year) | \$ 85.64 | \$ 89.71 | \$ 93.79  | \$ 98.04  |     |
| Child Care Workers (230 Day)     | \$ 85.64 | \$ 89.71 | \$ 93.79  | \$ 98.04  |     |
| Job Coach (230 Day)              | \$ 75.54 | \$ 81.23 | \$ 87.06  | \$ 92.83  |     |

**ANNUAL SALARIES**

|  |              |              |              |              |              |
|--|--------------|--------------|--------------|--------------|--------------|
| School to Career Specialist              |              | \$ 38,545.30 | \$ 40,350.13 | \$ 44,167.28 |              |
| Occupational Therapist                   | \$ 28,429.41 | \$ 30,627.41 | \$ 37,381.84 | \$ 41,050.38 | \$ 47,897.28 |
| (Bachelors + 30 \$1,955 Masters \$2,355) |              |              |              |              |              |
| (Masters + 30 \$2,757)                   |              |              |              |              |              |
| Physical Therapist                       | \$ 28,429.41 | \$ 30,627.41 | \$ 37,381.84 | \$ 41,050.38 | \$ 47,897.28 |
| (Bachelors + 30 \$1,955 Masters \$2,355) |              |              |              |              |              |
| (Masters + 30 \$2,757)                   |              |              |              |              |              |

**BEST - 10 MONTH POSITIONS  
DAILY RATES**

1 Jan 00

| Position                         | 1st       | 2nd       | 3rd       | 4th       | 5th |
|----------------------------------|-----------|-----------|-----------|-----------|-----|
| Human Relations                  |           |           |           |           |     |
| I                                | \$ 63.86  | \$ 69.80  | \$ 76.49  | \$ 84.71  |     |
| II                               | \$ 68.12  | \$ 78.89  | \$ 85.61  | \$ 93.76  |     |
| III                              | \$ 73.41  | \$ 87.97  | \$ 94.67  | \$ 102.90 |     |
| IV                               | \$ 100.85 | \$ 105.95 | \$ 109.85 | \$ 114.57 |     |
| Laboratory Technicians           | \$ 59.86  | \$ 62.92  | \$ 69.61  | \$ 77.82  |     |
| Child Care Workers (School Year) | \$ 85.64  | \$ 89.71  | \$ 93.79  | \$ 98.04  |     |
| Child Care Workers (230 Day)     | \$ 85.64  | \$ 89.71  | \$ 93.79  | \$ 98.04  |     |
| Job Coach (230 Day)              | \$ 75.54  | \$ 81.23  | \$ 87.06  | \$ 92.83  |     |

**ANNUAL SALARIES**

|  |              |              |              |              |              |
|--|--------------|--------------|--------------|--------------|--------------|
| School to Career Specialist  |              | \$ 38,545.30 | \$ 40,350.13 | \$ 44,167.28 |              |
| Occupational Therapist<br>(Bachelors + 30 \$1,955 Masters \$2,355)<br>(Masters + 30 \$2,757) | \$ 28,429.41 | \$ 30,627.41 | \$ 37,381.84 | \$ 41,050.38 | \$ 47,897.28 |
| Physical Therapist<br>(Bachelors + 30 \$1,955 Masters \$2,355)<br>(Masters + 30 \$2,757)     | \$ 28,429.41 | \$ 30,627.41 | \$ 37,381.84 | \$ 41,050.38 | \$ 47,897.28 |

**BEST - 10 MONTH POSITIONS  
DAILY RATES**

1 Mar 00

| <b>Position</b>                  | <b>1st</b> | <b>2nd</b> | <b>3rd</b> | <b>4th</b> | <b>5th</b> |
|----------------------------------|------------|------------|------------|------------|------------|
| Human Relations                  |            |            |            |            |            |
| I                                | \$ 66.13   | \$ 72.26   | \$ 79.17   | \$ 87.65   |            |
| II                               | \$ 70.53   | \$ 81.65   | \$ 88.58   | \$ 97.00   |            |
| III                              | \$ 75.99   | \$ 91.02   | \$ 97.94   | \$ 106.44  |            |
| IV                               | \$ 104.32  | \$ 109.59  | \$ 113.61  | \$ 118.49  |            |
| Laboratory Technicians           | \$ 62.00   | \$ 65.16   | \$ 72.06   | \$ 80.54   |            |
| Child Care Workers (School Year) | \$ 88.62   | \$ 92.82   | \$ 97.03   | \$ 101.42  |            |
| Child Care Workers (230 Day)     | \$ 88.62   | \$ 92.82   | \$ 97.03   | \$ 101.42  |            |
| Job Coach (230 Day)              | \$ 78.19   | \$ 84.06   | \$ 90.08   | \$ 96.04   |            |

**ANNUAL SALARIES**

|  |              |              |              |              |              |
|--|--------------|--------------|--------------|--------------|--------------|
| School to Career Specialist              |              | \$ 39,838.28 | \$ 41,701.77 | \$ 45,642.97 |              |
| Occupational Therapist                   | \$ 29,393.62 | \$ 31,663.06 | \$ 38,637.01 | \$ 42,424.77 | \$ 49,495.23 |
| (Bachelors + 30 \$1,955 Masters \$2,355) |              |              |              |              |              |
| (Masters + 30 \$2,757)                   |              |              |              |              |              |
| Physical Therapist                       | \$ 29,393.62 | \$ 31,663.06 | \$ 38,637.01 | \$ 42,424.77 | \$ 49,495.23 |
| (Bachelors + 30 \$1,955 Masters \$2,355) |              |              |              |              |              |
| (Masters + 30 \$2,757)                   |              |              |              |              |              |

**BEST - 10 MONTH POSITIONS  
DAILY RATES**

1 July 00

| Position                         | 1st       | 2nd       | 3rd       | 4th       | 5th |
|----------------------------------|-----------|-----------|-----------|-----------|-----|
| Human Relations                  |           |           |           |           |     |
| I                                | \$ 68.43  | \$ 74.79  | \$ 81.96  | \$ 90.76  |     |
| II                               | \$ 72.99  | \$ 84.53  | \$ 91.73  | \$ 100.46 |     |
| III                              | \$ 78.66  | \$ 94.25  | \$ 101.43 | \$ 110.25 |     |
| IV                               | \$ 108.05 | \$ 113.51 | \$ 117.69 | \$ 122.75 |     |
| Laboratory Technicians           | \$ 64.14  | \$ 67.42  | \$ 74.59  | \$ 83.38  |     |
| Child Care Workers (School Year) | \$ 91.76  | \$ 96.12  | \$ 100.49 | \$ 105.04 |     |
| Child Care Workers (230 Day)     | \$ 91.76  | \$ 96.12  | \$ 100.49 | \$ 105.04 |     |
| Job Coach (230 Day)              | \$ 80.94  | \$ 87.03  | \$ 93.28  | \$ 99.46  |     |

**ANNUAL SALARIES**

|  |              |              |              |              |              |
|--|--------------|--------------|--------------|--------------|--------------|
| School to Career Specialist              |              | \$ 41,294.41 | \$ 43,227.78 | \$ 47,316.79 |              |
| Occupational Therapist                   | \$ 30,458.08 | \$ 32,812.62 | \$ 40,048.09 | \$ 43,977.90 | \$ 51,313.50 |
| (Bachelors + 30 \$1,955 Masters \$2,355) |              |              |              |              |              |
| Physical Therapist                       | \$ 30,458.08 | \$ 32,812.62 | \$ 40,048.09 | \$ 43,977.90 | \$ 51,313.50 |
| (Bachelors + 30 \$1,955 Masters \$2,355) |              |              |              |              |              |

**BEST - 12 MONTH POSITIONS  
ANNUAL SALARIES**

**July 1, 1999**

| <b>Position</b>                               | <b>1st</b>  | <b>2nd</b>  | <b>3rd</b>  | <b>4th</b>  |
|---|-------------|-------------|-------------|-------------|
| Administrative Assistant                      | \$25,189.98 | \$26,106.83 | \$27,042.80 | \$27,941.66 |
| Assistant Supervisor Pupil Transportation     | \$33,560.00 | \$35,238.00 | \$37,000.00 | \$38,850.00 |
| Budget Officer                                | \$38,600.81 | \$40,544.81 | \$42,585.74 | \$44,728.04 |
| Child Opportunity Zone Specialist             | \$40,760.94 | \$43,698.66 | \$46,636.39 | \$52,917.36 |
| Class A Foreman                               | \$27,477.11 | \$29,289.65 | \$31,329.46 | \$33,412.72 |
| Community Transition Liaison                  | \$26,476.00 | \$27,800.00 | \$29,190.00 | \$30,431.00 |
| Computer Management Specialist                | \$40,669.59 | \$42,800.75 | \$44,934.14 | \$47,065.30 |
| Computer Service Specialist                   | \$33,271.24 | \$34,801.93 | \$36,455.17 | \$38,108.40 |
| Expediter of Purchasing and Supplies          | \$48,523.58 | \$50,720.47 | \$53,016.51 | \$55,413.93 |
| Head Custodians (High School)                 | \$27,477.11 | \$29,289.65 | \$31,329.46 | \$33,412.72 |
| Human Resource Specialist                     | \$38,712.21 | \$40,845.60 | \$42,978.99 | \$44,811.59 |
| Operations Specialist                         | \$31,790.67 | \$34,909.99 | \$36,491.93 | \$38,146.28 |
| Parent Trainer                                | \$29,635.00 | \$31,116.00 | \$32,672.00 | \$34,306.00 |
| Plant Maintenance Coordinator                 | \$45,962.40 | \$47,942.05 | \$50,199.10 | \$52,722.40 |
| Plant Operations Coordinator                  | \$45,962.40 | \$47,942.05 | \$50,199.10 | \$52,722.40 |
| ROTC Officers                                 | \$34,629.91 | \$36,335.00 | \$37,957.93 | \$40,282.66 |
| Route Foreman                                 | \$22,925.13 | \$24,512.64 | \$26,297.34 | \$28,481.97 |
| Senior Budget Officer                         | \$38,600.81 | \$40,544.81 | \$42,585.74 | \$44,728.04 |
| Student Registration and Placement Specialist | \$33,271.24 | \$34,801.93 | \$36,455.17 | \$38,108.40 |
| Supervisor of School Lunch                    | \$40,831.12 | \$43,578.35 | \$46,689.87 | \$49,661.02 |
| Supervisor Payroll & Personnel Rel. Records   | \$40,831.12 | \$43,578.35 | \$46,689.87 | \$49,661.02 |
| Teacher Assistant Specialist                  | \$33,271.24 | \$34,801.93 | \$36,455.17 | \$38,108.40 |
| Technical Services Expediter                  | \$36,713.62 | \$39,011.89 | \$41,310.16 | \$43,607.31 |
| Transportation Director                       | \$39,062.02 | \$41,690.05 | \$44,667.88 | \$47,510.91 |
| Water Safety Instructor                       | \$21,449.03 | \$22,997.54 | \$24,739.91 | \$27,530.58 |



**BEST- 12 MONTH POSITIONS  
ANNUAL SALARIES**

March 1, 2000

| <b>Position</b>                               | <b>1st</b>   | <b>2nd</b>   | <b>3rd</b>   | <b>4th</b>   |
|---|--------------|--------------|--------------|--------------|
| Administrative Assistant                      | \$ 26,075.11 | \$ 27,021.76 | \$ 27,988.15 | \$ 28,916.22 |
| Assistant Supervisor Pupil Transportation     | \$ 34,717.16 | \$ 36,449.69 | \$ 38,268.96 | \$ 40,179.08 |
| Budget Officer                                | \$ 39,921.79 | \$ 41,928.97 | \$ 44,036.23 | \$ 46,248.16 |
| Child Opportunity Zone Specialist             | \$ 42,152.13 | \$ 45,185.32 | \$ 48,218.53 | \$ 54,703.63 |
| Class A Foreman                               | \$ 28,436.57 | \$ 30,308.02 | \$ 32,414.12 | \$ 34,565.09 |
| Community Transition Liaison                  | \$ 27,402.93 | \$ 28,769.96 | \$ 30,205.13 | \$ 31,486.46 |
| Computer Management Specialist                | \$ 42,057.81 | \$ 44,258.23 | \$ 46,460.96 | \$ 48,661.38 |
| Computer Service Specialist                   | \$ 34,419.01 | \$ 35,999.45 | \$ 37,706.42 | \$ 39,413.38 |
| Expediter of Purchasing and Supplies          | \$ 50,167.05 | \$ 52,435.34 | \$ 54,806.00 | \$ 57,281.34 |
| Head Custodians (High School)                 | \$ 28,436.57 | \$ 30,308.02 | \$ 32,414.12 | \$ 34,565.09 |
| Human Resource Specialist                     | \$ 40,036.81 | \$ 42,239.54 | \$ 44,442.26 | \$ 46,334.42 |
| Operations Specialist                         | \$ 32,890.32 | \$ 36,111.02 | \$ 37,744.37 | \$ 39,452.49 |
| Parent Trainer                                | \$ 30,664.59 | \$ 32,193.73 | \$ 33,800.30 | \$ 35,487.40 |
| Plant Maintenance Coordinator                 | \$ 47,522.63 | \$ 49,566.62 | \$ 51,897.03 | \$ 54,502.33 |
| Plant Operations Coordinator                  | \$ 47,522.63 | \$ 49,566.62 | \$ 51,897.03 | \$ 54,502.33 |
| ROTC Officers                                 | \$ 35,821.84 | \$ 37,582.34 | \$ 39,258.02 | \$ 41,658.30 |
| Route Foreman                                 | \$ 23,736.65 | \$ 25,375.76 | \$ 27,218.46 | \$ 29,474.09 |
| Senior Budget Officer                         | \$ 39,921.79 | \$ 41,928.97 | \$ 44,036.23 | \$ 46,248.16 |
| Student Registration and Placement Specialist | \$ 34,419.01 | \$ 35,999.45 | \$ 37,706.42 | \$ 39,413.38 |
| Supervisor of School Lunch                    | \$ 42,224.59 | \$ 45,061.10 | \$ 48,273.75 | \$ 51,341.46 |
| Supervisor Payroll & Personnel Rel. Records   | \$ 42,224.59 | \$ 45,061.10 | \$ 48,273.75 | \$ 51,341.46 |
| Teacher Assistant Specialist                  | \$ 34,419.01 | \$ 35,999.45 | \$ 37,706.42 | \$ 39,413.38 |
| Technical Services Expediter                  | \$ 37,973.27 | \$ 40,346.23 | \$ 42,719.20 | \$ 45,091.00 |
| Transportation Director                       | \$ 40,397.99 | \$ 43,111.43 | \$ 46,186.04 | \$ 49,121.47 |
| Water Safety Instructor                       | \$ 22,212.58 | \$ 23,811.42 | \$ 25,610.41 | \$ 28,491.78 |

**BEST - 12 MONTH POSITIONS  
ANNUAL SALARIES**

July 1, 2000

| <b>Position</b>                               | <b>1st</b>   | <b>2nd</b>   | <b>3rd</b>   | <b>4th</b>   |
|---|--------------|--------------|--------------|--------------|
| Administrative Assistant                      | \$ 26,990.53 | \$ 27,972.67 | \$ 28,975.30 | \$ 29,938.18 |
| Assistant Supervisor Pupil Transportation     | \$ 35,956.65 | \$ 37,754.15 | \$ 39,641.64 | \$ 41,623.40 |
| Budget Officer                                | \$ 41,356.46 | \$ 43,438.91 | \$ 45,625.19 | \$ 47,920.06 |
| Child Opportunity Zone Specialist             | \$ 43,670.43 | \$ 46,817.37 | \$ 49,964.32 | \$ 56,692.62 |
| Class A Foreman                               | \$ 29,440.54 | \$ 31,382.17 | \$ 33,567.25 | \$ 35,798.88 |
| Community Transition Liaison                  | \$ 28,368.14 | \$ 29,786.43 | \$ 31,275.42 | \$ 32,604.81 |
| Computer Management Specialist                | \$ 43,572.58 | \$ 45,855.51 | \$ 48,140.84 | \$ 50,423.78 |
| Computer Service Specialist                   | \$ 35,647.32 | \$ 37,287.03 | \$ 39,058.01 | \$ 40,828.98 |
| Expediter of Purchasing and Supplies          | \$ 51,985.92 | \$ 54,339.27 | \$ 56,798.83 | \$ 59,366.99 |
| Head Custodians (High School)                 | \$ 29,440.54 | \$ 31,382.17 | \$ 33,567.25 | \$ 35,798.88 |
| Human Resource Specialist                     | \$ 41,475.79 | \$ 43,761.12 | \$ 46,046.45 | \$ 48,009.56 |
| Operations Specialist                         | \$ 34,061.31 | \$ 37,402.78 | \$ 39,097.39 | \$ 40,869.56 |
| Parent Trainer                                | \$ 31,752.12 | \$ 33,338.59 | \$ 35,005.41 | \$ 36,755.78 |
| Plant Maintenance Coordinator                 | \$ 49,242.33 | \$ 51,362.97 | \$ 53,780.77 | \$ 56,483.77 |
| Plant Operations Coordinator                  | \$ 49,242.33 | \$ 51,362.97 | \$ 53,780.77 | \$ 56,483.77 |
| ROTC Officers                                 | \$ 37,102.76 | \$ 38,929.28 | \$ 40,667.79 | \$ 43,158.09 |
| Route Foreman                                 | \$ 24,564.38 | \$ 26,264.95 | \$ 28,176.75 | \$ 30,516.97 |
| Senior Budget Officer                         | \$ 41,356.46 | \$ 43,438.91 | \$ 45,625.19 | \$ 47,920.06 |
| Student Registration and Placement Specialist | \$ 35,647.32 | \$ 37,287.03 | \$ 39,058.01 | \$ 40,828.98 |
| Supervisor of School Lunch                    | \$ 43,745.61 | \$ 46,688.49 | \$ 50,021.61 | \$ 53,204.36 |
| Supervisor Payroll & Personnel Rel. Records   | \$ 43,745.61 | \$ 46,688.49 | \$ 50,021.61 | \$ 53,204.36 |
| Teacher Assistant Specialist                  | \$ 35,647.32 | \$ 37,287.03 | \$ 39,058.01 | \$ 40,828.98 |
| Technical Services Expediter                  | \$ 39,334.87 | \$ 41,796.82 | \$ 44,258.77 | \$ 46,719.52 |
| Transportation Director                       | \$ 41,850.52 | \$ 44,665.71 | \$ 47,855.62 | \$ 50,901.13 |
| Water Safety Instructor                       | \$ 22,983.15 | \$ 24,641.94 | \$ 26,508.40 | \$ 29,497.82 |