

RESOLUTION OF THE CITY COUNCIL

No. 276

Approved May 20, 1997

RESOLUTION, together with accompanying copy of the Collective Bargaining Agreement between the City of Providence, the Providence School Board and Council 94, Local 1339 (Clerical Employees) effective September 1, 1996 to August 31, 1999.

IN CITY COUNCIL
MAY 15 1997
READ AND PASSED

Enilson D. Fargnoli
PRES.

Michael R. Clement
CLERK

APPROVED

MAY 20 1997

Vincent A. Cianci
MAYOR

IN-CITY COUNCIL
APR 3 1997
FIRST READING
REFERRED TO COMMITTEE ON
FINANCE

CLERK

THE COMMITTEE ON
FINANCE
Approves Passage of
The Within Resolution

Clare Bestwick
May 12, 1997 Clerk

VINCENT A. CIANCI, JR.
Mayor

Providence Schools

OUR SCHOOLS. OUR FUTURE.

School Board

Roosevelt Benton
Chairperson

Aisha Abdullah-Odiase
Vice-Chairperson

Juan Lopez, Jr.
Secretary

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

April 1, 1997

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

Dear Honorable Members:

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

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

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

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

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

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

Respectfully,



Roosevelt Benton
Chairman

RB:rp
Enclosures

APR 3 1997
IN CITY COUNCIL
FIRST READING
REFERRED TO COMMITTEE ON
FINANCE

Richard S. Clement
CLERK

THE COMMITTEE ON

Finance
Recommends

approval

Claire E. Bestwick
May 12, 1997

CLERK

VINCENT A. CIANCI, JR.
Mayor

ARTHUR M. ZARRELLA, PED. D.
Superintendent

ROBERT A. DE ROBBIO
Assistant Superintendent

MARK V. DUNHAM
Director of Business Operations



Business Office

April 3, 1997

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

Dear Councilwoman Nolan:

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

Sincerely,

A handwritten signature in cursive script that reads "Mark V. Dunham" followed by the initials "(nd)" in parentheses.

Mark V. Dunham
Senior Director
Administration/Finance/Operations

MVD:nd

Enclosures

c: Dr. Arthur M. Zarrella

FILE: c:/wpdata/nolan4

**PROVIDENCE SCHOOL DEPARTMENT
PROPOSED CLERICAL CONTRACT 1996-99
FISCAL NOTE @ MARCH 31,1997**

ITEM 1 UPGRADING POSITIONS

Clerks assigned to annexes from gr.1 12mo. to gr.3 12 mo.,currently eight (8).

	<u>1997</u>	<u>1998</u>	<u>1999</u>
<u>COST</u>	\$6,000	\$10,500	\$10,500

Change in Guidance Clerk position at the four comprehensive High Schools from ten month to 250 days.

	<u>1997</u>	<u>1998</u>	<u>1999</u>
<u>COST</u>	\$3,000	\$6,000	\$6,000

Upgrade Special Education clerks currently assigned to Special Education supervisors from gr.1 12 mo. to gr.3. 12 mo.,currently eight (8).

	<u>1997</u>	<u>1998</u>	<u>1999</u>
<u>COST</u>	\$6,800	\$13,600	\$13,600

ITEM 2 PAYMENT OF UNUSED SICK LEAVE AT RETIREMENT

Effective June 30,1998 clerical employees who retire and are eligible for a retirement benefit from the City are entitled to receive 10% of all unused sick leave. Effective June 30,1999 the percentage shall increase to 15%.

	<u>1997</u>	<u>1998</u>	<u>1999</u>
<u>COST</u>	\$0	\$16,000	\$26,400

ITEM 3 RATE CHANGE;SUMMER, EVENING, AND FEDERAL PROGRAMS

Upon passage of this contract ten month employees who opt to work summer federal or evening programs will receive \$8.25 per hour, the current rate is \$7.50.

	<u>1997</u>	<u>1998</u>	<u>1999</u>
<u>COST</u>	\$1,000	\$1,000	\$1,000

ITEM 4 SALARY SCHEDULE INCREASE

Effective Feb.3,1997 salaries will increase by 3%,effective 9/1/97 the increase will be 3.75%,effective 9/1/98 the increase will be 4.25%.

	<u>1997</u>	<u>1998</u>	<u>1999</u>
<u>COST</u>	\$70,691	\$182,030	\$214,037

**PROVIDENCE SCHOOL DEPARTMENT
PROPOSED CLERICAL CONTRACT 1996-99
FISCAL NOTE @ MARCH 31,1997**

SUMMARY

	<u>1997</u>	<u>1998</u>	<u>1999</u>
<u>ITEM 1</u> Upgrades	\$15,800	\$30,100	\$30,100
<u>ITEM 2</u> Sick Leave	\$0	\$16,000	\$26,400
<u>ITEM 3</u> Hourly Rate	\$1,000	\$1,000	\$1,000
<u>ITEM 4</u> Salary Schedule	<u>\$70,691</u>	<u>\$182,030</u>	<u>\$214,037</u>
Annual Cost	\$87,491	\$229,130	\$271,537
Cummulative Cost	\$87,491	\$316,621	\$588,158
Total cost of proposal			\$588,158

AGREEMENT

Between

**PROVIDENCE SCHOOL BOARD
DEPARTMENT OF PUBLIC SCHOOLS
PROVIDENCE, RHODE ISLAND**

and

**RHODE ISLAND COUNCIL 94
PROVIDENCE, RHODE ISLAND SCHOOL CLERICAL EMPLOYEES
LOCAL 1339**

AFFILIATE OF A.F.S.C.M.E.

A.F.L. - C.I.O.

SEPTEMBER 1, ~~1995~~ 1996 - AUGUST 31, ~~1996~~ 1999

TABLE OF CONTENTS

ARTICLE 1

Section 1.1 - Recognition	1
Section 1.2 - Dues and Union Service Charge Check-Off	1
Section 1.3 - Union Security	1
Section 1.4 - Union Officers and Representatives	2
Section 1.5 -	

ARTICLE 2 - DEFINITION OF STATUS OF EMPLOYEES

Section 2.1 - Definitions	2
Section 2.2 - Employees' Replacements	3
Section 2.3 -	3

ARTICLE 3 - ELIGIBILITY FOR PERMANENT EMPLOYMENT AND REPLACEMENT FOR EMPLOYEES ON LEAVE

ARTICLE 4 - SAFETY AND HEALTH

Section 4.1 - Safety Rules	4
Section 4.2 - Health Rules	4
Section 4.3 - Health Insurance	5
Section 4.4 - Life Insurance	9
Section 4.5 - On-the-Job Injury	9
Section 4.6 - Parking Facilities	9
Section 4.7 - Facilities	9
Section 4.8 - Protection When Schools are Closed	9

ARTICLE 5 - OFFICIAL TIME OFF

Section 5.1 - Conduct of Union Business	10
Section 5.2 - Attendance at Union Conventions	10
Section 5.3 - Union Negotiating Committee	10
Section 5.4 - Access to Premises	10
Section 5.5 - Attendance at Funerals	10
Section 5.6 - School Board Agenda	11

ARTICLE 6 - SALARY SCHEDULE, CLASSIFICATION AND LONGEVITY, WORK YEAR

Section 6.1 - Classification Plan and Salary Schedule	11
Section 6.2 - Establishment of Salary Rates	11
Section 6.3 - Changes in Classification and Salary Schedule	11
Section 6.4 - Longevity Recognition	12
Section 6.5 - Transfer Out of Unit	12

Section 6.6 - Recommendations for Summer or Federal Positions	
Evening School Positions	12
Section 6.7 - Employee Transfers	12
Section 6.8 - Work Year	13
 ARTICLE 7 - PROMOTIONS AND TRANSFERS	
Section 7.1 - Announcement of Vacancies	14
Section 7.2 - Filling of Vacancies	14
Section 7.3 - Recall of Employees	16
Section 7.4 - Forfeiture of Seniority Rights	17
Section 7.5 - Seniority Lists	17
Section 7.6 - Intention Forms	17
Section 7.7 - Change of Rating for Clerk-Typist	17
Section 7.8 - Change of Status	17
 ARTICLE 8 - WORK RULES	
Section 8.1 - Individual Department Work Rules	17
Section 8.2 -Changes in Existing Work Rules	17
Section 8.3 - Distribution of Copies of Work Rules	17
Section 8.4 - Workload	18
Section 8.5 - Light Work Schedule	18
Section 8.6 - Seniority Grieved	18
Section 8.7 - Permission to Leave Building	18
Section 8.8 - Liability	18
Section 8.9 - Uniforms	18
 ARTICLE 9 - HOURS OF WORK	
Section 9.1 - When School is in Session	19
Section 9.2 - When School is Not in Session	19
Section 9.3 - Rest Periods	19
Section 9.4 - Inclement Weather	19
 ARTICLE 10 - VACATIONS AND HOLIDAYS	
Section 10. 1 -Vacations	20
Section 10.2 - Holidays	20
 ARTICLE 11 - PREMIUM PAYMENTS	21
 ARTICLE 12 - LEAVE	
Section 12.1 - Full Pay Sick Leave	22
Section 12.2 - Half-Pay Sick Leave	22
Section 12.3 - Termination of Sick Leave Allowance	23
Section 12.4 - Notification of Sick Leave Allowance	23
Section 12.5 - Quarantine	23
Section 12.6 - Court Leave and Jury Duty	23

Section 12.7 - Military Service	23	
Section 12.8 - Military Training Leave	24	
Section 12.9 - Bereavement Leave	24	
Section 12.10 - Religious Observance Leave	24	
Section 12.11 - Maternity Leave	24	
Section 12.12 - Leave Without Pay	25	
Section 12.13 - Voting Leave	25	
Section 12.14 - Personal Leave	25	
Section 12.15 - Half-Pay Leave	25	
Section 12.16	26	
Section 12.17	26	
Section 12.18	26	
ARTICLE 13 - NON-DISCRIMINATION AND COERCION		
Section 13.1 - Union Membership	22	
Section 13.2 - Race, Creed, Etc.	22	
Section 13.3 - Probationary Employees	22	
ARTICLE 14 - GRIEVANCE PROCEDURE		
Section 14.1 - Grievance Defined	26	
Section 14.2 - Timely Grievance	28	
ARTICLE 15 - DISCHARGE AND DISCIPLINE		28
ARTICLE 16 - SEVERABILITY CLAUSE		28
ARTICLE 17 - MANAGEMENT RIGHTS		28
ARTICLE 18 - COMPLETE UNDERSTANDING		29
ARTICLE 19 - EXPENSE OF PRINTING AND DISTRIBUTING AGREEMENT		29
ARTICLE 20 - DIRECT DEPOSIT		29
ARTICLE 21 - STRIKES - LOCKOUTS		29
ARTICLE 22 - DURATION OF AGREEMENT		29
Appendix A	31	
Appendix B	33	
Appendix C	34	
Appendix D	37	

AGREEMENT

This Agreement is entered into this _____ day of _____, ~~1996~~ 1997, by and between the Providence School Board, hereinafter referred to as the Employer, and Council 94, AFSCME, AFL-CIO, on behalf of Local 1339, Providence, Rhode Island School Clerical Employees, hereinafter referred to as the Union, and has as its purpose the promotion of harmonious relations between the School Board and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1

1.1 - Recognition. The Employer recognizes the Union (in accordance with that certification issued by the State Labor Relations board in Case No. EE-1707A on June 7, 1967) as sole and exclusive bargaining agent for the purposes of establishing wages, hours of work, and all conditions of employment which are set forth in this Agreement for all employees of the Employer who are employed on a permanent basis as secretaries, clerks and/or drivers, which classifications are more specifically set forth in Appendix A to this Agreement, excluding all employees to whom the "Municipal Employees Bargaining Statute", RIGL 28-9.4, does not apply and further excluding all employees of the Employer who are included in other bargaining units and covered by other collective bargaining agreements.

1.2 - Dues and Union Service Charge Check-Off. The Employer agrees to the continuance of a Union check-off system whereby Union dues and/or Union service charges will be withheld from the permanent employee's pay subject to the requirements of State law. Such withholdings are to be transmitted by check at intervals of no greater length than thirty-one (31) days made to the order of "Providence School Clerical Employees, Local 1339" and accompanied by a list of employees who have paid the said amount described above.

1.3 - Union Security.

(a) All employees covered by this Agreement and who are members of the Union on the effective date of this Agreement shall remain members of the Union in good standing for the life of this Agreement.

(b) Any permanent employee covered by this Agreement and who has not or does not make application for membership, shall as a condition of employment, pay to the Union each month a service charge as a contribution toward the administration of this Agreement in an amount equal to the regular monthly dues. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after the receipt of written notice to the Employer from the Union.

(c) The Union agrees to indemnify the School Board for any and all costs and damages that the School Board may incur as a result of the application of Sections 1.2 and 1.3 of this Article.

1.4 - Union Officers and Representatives. A written list of Union officers and other employee Union representatives shall be furnished to the Employer immediately after their designation, and the Union shall notify the Employer of any changes.

1.5 - The Employer shall comply with any reasonable request by the Union for information, statistics and/or records which are relevant to negotiations or the administration of the contract. A copy of the annual audit and budget will be provided upon request to the Union President when available.

ARTICLE 2 DEFINITION OF STATUS OF EMPLOYEES

2.1 - Definition.

(a) The term "permanent employee" shall include any employee hired on a permanent basis who has successfully completed the six-month probationary period set forth herein.

(b) The term "probationary employee" shall include any employee hired on a permanent basis who has passed a test as required in Article 3, Section 3.1 of this Agreement but who has not successfully completed a six-month probationary period. The Employer shall have the exclusive right to discharge any probationary employee without recourse under this Agreement. Probationary periods shall be extended for a specific duration only by written mutual consent between the parties.

(c) The term "substitute employee" shall include any employee serving as a replacement during the absence of a permanent or probationary employee. Substitute employees shall not be considered part of the bargaining unit and shall not be entitled to any of the benefits set forth in this Agreement.

(d) The term "temporary employee" shall include any employee hired for a period not to exceed six (6) months. Temporary employees shall not be considered part of the bargaining unit and shall not be entitled to any of the benefits of this Agreement.

(e) The term "temporary assignment" shall include any position vacant due to a leave to which a permanent employee may be assigned for a period not to exceed six (6) months. If the period of assignment exceeds six (6) months and if the position is filled, it shall be filled according to the bidding procedures defined in Article 7. No bidding shall be allowed for "temporary assignment" positions of six (6) months or less.

2.2 - Employees' Replacements.

(a) There shall be no permanent replacement of permanent employees with longevity rights by voluntary, emergency, or relief workers.

(b) Except for substitute and temporary employees as defined in Section 2.1 of this Article, no employees outside the bargaining unit shall perform work normally performed by employees within the bargaining unit if the performance of such work has the effect of displacing a bargaining unit member or position. This prohibition shall not apply to employees outside the bargaining unit who may perform work which is similar to or the same as that performed by unit members and which is related or incidental to the work normally performed by the non-member of the bargaining unit. This prohibition also shall not apply to the work of the nine (9) part-time positions filled by part-time employees currently employed by the Employer as part-time guidance clerks. (It is the intention of the parties that this number of part-time guidance clerks will be reduced by two (2) positions each academic year beginning with the 1987-88 academic year.)

(c) The Employer shall diligently attempt to maintain an active list of substitute employees. Said list shall at all times be available to the Union for inspection.

2.3 - There shall be no layoffs, shutdowns, furloughs, consolidations or cutbacks that effect any person within the bargaining unit. The Board shall not layoff bargaining unit employees, reduce the bargaining unit work force or unilaterally alter the work schedule or modify any working conditions of bargaining unit employees.

ARTICLE 3 ELIGIBILITY FOR PERMANENT EMPLOYMENT AND REPLACEMENT FOR EMPLOYEES ON LEAVE

3.1 To be eligible for permanent employment, all new employees will be required to pass an appropriate test to be administered by the Employer, and must successfully complete the six (6) month probationary period established under this Agreement. There shall be no other restrictions upon the Employer with respect to hiring decisions.

3.2 Employees shall be subject to being transferred by the Superintendent or his/her designee as a result of the granting of any leave provided for in Article 12 of this Agreement. However, if it is anticipated that such leave will be for more than six (6) months, the Employer, prior to transferring any employees for this reason, shall be required to offer employees the opportunity to apply for a transfer to that or any other position which becomes vacant as a result of the leave being granted, in accordance with the provisions of Article 7 of this Agreement.

In the event that any position to which an employee is transferred under this Section becomes a permanent vacancy, it shall be re-posted as such.

This Section shall not be construed to prevent the Employer from utilizing substitute or temporary employees to fill any such positions which become -available as a result of the granting of such leave, nor shall this section be construed to require that the Employer fill any such position.

The salary increase of any employee who is transferred under this Section shall be the difference between his/her salary step and the comparable salary step of the position to which he/she is transferred and shall be effective upon transfer.

3.3 An employee who has served for at least one (1) year shall be furnished, upon request, a reference letter containing an efficiency rating.

ARTICLE 4 SAFETY AND HEALTH

4.1 - Safety Rules. The Employer and the Union shall cooperate in the promotion and enforcement of safety rules and regulations.

4.2 - Health Rules. Should an employee complain that his/her work requires him/her to be in an unsafe or health situations in violation of acceptable safety rules, the matter shall be considered immediately by his/her immediate supervisor, and a report of such incident transmitted to the superintendent or his/her designee and to the Union President in writing.

The superintendent or his/her designee shall investigate said complaint and submit an answer in writing to the Union president and the supervisor within three (3) working days of receipt of the report. Corrective measures shall be taken immediately.

4.3 - Health Insurance.

(a) All employees covered under this Agreement shall be provided with the following health insurance program, individual or family coverage, paid in full:

COVERAGE LEVELS:

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

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

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

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

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

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

LIFETIME MAXIMUMS: Unlimited.

PRE-EXISTING CONDITIONS: No waiting period for current employees who enroll.

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

OUTPATIENT SERVICES

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

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

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

OUTPATIENT SURGERY: Covered in full.

DIAGNOSTIC LAB & X-RAY: Covered in full at network lab and x-ray facilities.

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

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

INPATIENT SERVICES

HOSPITAL ROOM & BOARD: Unlimited days of care in a semiprivate room.

SURGICAL-MEDICAL: Covered in full.

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

MATERNITY: Covered in full.

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

MENTAL HEALTH & SUBSTANCE ABUSE (MHSA)

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

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

INPATIENT SA:

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

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

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

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

PRESCRIPTION CARE

Prescription care will be provided by the Employer, at a level as contained in the Plan documents.

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

DENTAL PLAN

The employer will provide the following dental coverage either individual or family, at no cost to the employee.

~~Delta Dental~~ Blue Cross Levels I, II, III

~~Delta Dental~~ Blue Cross Level IV, Orthodontic (Dependent Children to Age 19 Only)
Student Rider to Age 26, Except for ~~Delta Dental~~ Blue Cross Level IV

(b) Prior to the renewal of the Blue Cross contract, the School Board will confer with the Union for the purpose of exploring other forms of insurance coverage, if available, and of a reduced cost nature or an increase in benefits for the same cost.

The Board in conjunction with the City of Providence Administration, will prepare a request for proposal that will specify medical coverage equivalent to that provided by existing coverage. Said plans will be implemented only with the agreement of the Union. If the parties are unable to agree that the medical coverage is equivalent to that provided by the existing coverage, the issue will be submitted to final and binding arbitration according to the rules of the American Arbitration Association.

(c) Any improvements in the contents of the health insurance program, which is set forth above which are negotiated between the Providence School Board and the Providence Teachers Union will automatically be given to members of the bargaining unit covered by this Agreement.

(d) The School Board agrees to provide the following health insurance program for all employees who retire subsequent to June 30, 1989 and prior to September 1, 1995 and receive retirement benefits under the City of Providence retirement system, and their spouses, up to their attainment of age 65. Such retirees and their spouses shall be provided Plan 65 coverage for life upon attainment of age 65. The cost of this coverage shall be borne by the Providence School Board. The family plan shall be provided to those retirees who have eligible unmarried dependent children to age 19 pursuant to Blue Cross, Blue Shield, Major Medical rules and/or eligible dependent student children in order to provide the student rider to age 26. All other retirees and their spouses will have separate individual plans.

Blue Cross Comprehensive, Semi-Private Plan;
Blue Shield Plan 100 and \$250,000 Major Medical Benefits Plan;
Medical Emergency Rider;
Mental Health Care;
Chiropractic Care;
Diagnostic Rider;
Catastrophic Illness \$1,000,000

Should a retiree or spouse be eligible for medical coverage under Blue Cross or any other plan, then the School Board will be obligated to furnish only excess coverage so that the retiree will have equivalent coverage as that offered by the School Board. Should the retiree or spouse, subsequent to retirement lose said alternative coverage, then the School Board will provide full coverage under this Section.

Retirees shall have the option to purchase additional medical coverage options in addition to those benefits provided in this section as follows:

Vision Care
Prescription Drug Rider with \$2.00 Deductible
Organ Transplant Rider

Retirees may purchase ~~Delta-Dental dental coverage~~ as an option upon retirement. The option to purchase ~~Delta-Dental dental coverage~~ and/or additional Blue Cross, Blue Shield or Harvard coverage must be taken when the retiree gives notice of retirement.

The Employer shall furnish health care coverage as set forth in 4.3(a) above, on an individual basis only, to employees who retire(d) on or after September 1, 1995. Said coverage shall be of the same plan in effect when the retiree was an active employee up to age 65. Upon attainment of age 65, said coverage shall convert to Plan 65. This coverage shall be for life. The Employer also agrees to provide this coverage to the retiree's spouse upon the death of the retiree.

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

All employees hired on or after September 1, 1992 must be actually employed by the Board 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.

Any bargaining unit member who wants to retain current health care coverage may do so by paying the difference between premium coverage for the new plan and premium coverage for their current coverage.

4.4 - Life Insurance. Effective September 1, 1993, each member of the bargaining unit shall be entitled to group life insurance coverage in the amount of \$10,000.

4.5 - On-the-Job Injury. An employee who suffers a compensable injury/illness during the course of his/her employment by the Employer and who files a claim under the Rhode Island Workers Compensation Statute shall, to the extent that said statute does not provide for benefits for the first three days of absence as a result thereof, be allowed to receive sick leave benefits provided for in this Agreement for such days. Upon a final determination that the employee's injury/illness is compensable under the Statute, the sick leave deducted for the first three days of absence shall be restored to the employee's sick leave credit.

4.6 - Parking Facilities. To the extent possible, employees shall be provided with off-street parking areas for their automobiles.

4.7 - Facilities.

(a) Washrooms for men and women employees which are private, clean, and comfortable shall be provided in all buildings.

(b) Employees in each building shall be provided with a clean and comfortable lounge and/or lunch area.

4.8 - Protection When Schools are Closed. An employee who is required to work during hours after schools are closed shall perform that work in an area where other office functions are being performed and at no time shall an employee be required to work alone in a school building.

4.9 - Employee Assistance Program. The Providence School Department will provide an Employee Assistance Program for all members of the bargaining unit. An Employee Assistance Program by definition is a formal, structured service designed to assist in identifying and resolving productivity and morale problems associated with employees impaired by personal concerns including, but not limited to: alcohol and other drug abuse, health, marital, family, financial, legal, emotional or other personal concerns which may adversely affect employee job performance.

ARTICLE 5 OFFICIAL TIME OFF

5.1 - Conduct of Union Business.

(a) The Employer agrees that during working hours on or off the Employer's premises and without loss of pay, duly elected or appointed Local Union Representatives shall be allowed to conduct Union activities 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 notify their immediate supervisor before leaving to conduct Union business.

(b) Union officers may use the communications 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 the 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.

5.2 - Attendance at Union Conventions. One (1) delegate per one-hundred (100) Union members or part thereof shall be granted time off during working hours without loss of pay to attend AFL-CIO, International, Regional, or State Conventions and Conferences with the knowledge of the Department Head and after giving written notice to the Deputy Superintendent.

5.3 - 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.

5.4 - Access to Premises. Duly accredited representatives employed by Council #94 shall have access to the Employer's premises at all reasonable times for purposes 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.

5.5 - Attendance at Funerals.

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

(b) The Union Executive Board may attend the funeral of the following without loss of pay: Members of the immediate families of the Executive Board; members; and Executive Representative or Members of the Executive Board of Council #94; or officers of other AFL-CIO affiliates.

(c) Such time off in subsection (a) and (b) above shall not be unreasonably withheld.

5.6 - School Board Agenda. The President and the Corresponding Secretary shall be furnished a copy of the agenda of every School Board 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.

ARTICLE 6 SALARY SCHEDULE, CLASSIFICATION AND LONGEVITY, WORK YEAR

6.1 - Classification Plan and Salary Schedule.

(a) In this Agreement and made part of it as Appendices A and B shall be established a Classification Plan and Salary Schedule. It shall list by title all positions covered by this Agreement along with the salaries for each position. Effective ~~September~~ February 1, 1995 1997, the wage rate for all bargaining unit positions shall ~~be~~ increase 3% over the wage rate paid on August 31, 1995.

Commencing September 1, 1997 the wage rate for all bargaining unit positions shall increase 3.75% over the wage rate paid on August 31, 1997.

Commencing September 1, 1998 the wage rate for all bargaining unit positions shall increase 4.25% over the wage rate paid on August 31, 1998.

(b) The Employer shall write and maintain a file of job descriptions for all positions covered by this Agreement. A copy of all job descriptions for positions covered by this Agreement shall be submitted to the President of Local 1339 upon the execution of this Agreement. If the Union feels that the description does not accurately portray the duties of the job, it may be grieved.

6.2 - Establishment of Salary Rates.

(a) Previous experience in the School Department shall be computed for proper step placement as well as toward longevity; otherwise, the beginning salary shall prevail.

(b) A new employee shall be credited with applicable outside experience limited to two (2) years toward placement on the salary schedule, but not as to longevity.

6.3 - Changes in Classification and Salary Schedule. The Employer agrees to review with the Union any and all changes which may be proposed by the Employer or the Union in the classification system or pay plan at least twenty (20) days before the change becomes effective.

6.4 - Longevity Recognition. All employees shall be entitled to receive longevity recognition as follows:

- (1) After five (5) years of service and at the beginning of the sixth year of service, five (5) percent of the salary step of the position presently held by the employee based on current salary schedule.
- (2) After ten (10) years of service and at the beginning of the eleventh year of service, ten (10) percent of the salary step of the position presently held by the employee based on the current salary schedule.
- (3) After fifteen (15) years of service and at the beginning of the sixteenth year of service, fifteen (15) percent of the salary step of the position presently held by the employee based on the current salary schedule.
- (4) After twenty (20) years of service and at the beginning of the twenty-first year of service, twenty (20) percent of the salary step of the position presently held by the employee based on the current salary schedule.
- (5) After twenty-five (25) years of service and at the beginning of the twenty-sixth year of service, twenty-five (25) percent of the salary step of the position presently held by the employee based on the current salary schedule.

6.5 - Transfer Out of Unit. Employees transferred or promoted to positions outside the bargaining unit shall be deemed to have left the bargaining unit for the purpose of this Agreement and may reenter the bargaining unit only with the seniority held at the time of transfer.

6.6 - Recommendations for Summer or Federal Positions: Evening School Positions. Ten-month employees may apply for summer or federal positions in the school department and shall be paid ~~seven~~ eight dollars and ~~fifty~~ twenty-five cents (~~\$7.50~~ \$8.25) per hour for those positions. An employee who accepts an evening school position shall be compensated at the rate of ~~seven~~ eight dollars and ~~fifty~~ twenty-five cents (~~\$7.50~~ \$8.25) per hour. The above payments shall be paid commencing after ratification of this Agreement by the Providence City Council.

6.7 - Employee Transfers. Employees' salaries shall be determined as follows:

- (a) An employee who transfers to a new classification shall be placed on the same salary step level in the new position as he/she held in his/her former position.
- (b) All employees whose compensation is defined on a salary and step basis shall receive an annual step increase to the next higher step in the salary scheduled 12 months after his/her appointment to the position and all future step increases shall be implemented at annual intervals until the maximum step is reached.
- (c) An employee who transfers from a ten-month to a twelve-month position in the same classification shall be placed on the twelve-month salary schedule in keeping with his/her years of service.
- (d) An employee who transfers from a twelve-month to a ten-month position in the same classification shall be placed on the ten-month salary schedule in keeping with his/her years of service.
- (e) Employees who are awarded positions through the bidding process shall be immediately placed at the appropriate salary step of the new position.

6.8 - Work Year.

- (a) The twelve month employee's work year shall run from September 1 to August 31.
- (b) The ten-month employee's work year shall run from September 1 to June 30. During said work year, the Employer shall schedule 185 work days, exclusive of holidays and recess periods.

Any ten-month employee who is required to work in excess of the scheduled 185 work days shall be compensated at the contractual daily rate inclusive of longevity for each full day worked, and deductions will also be made at the contractual daily rate for the purposes of this section, the contractual daily rate shall be calculated by taking the ten-month employee's annual salary and dividing that salary by the number of scheduled work days, holidays, and paid recess days.

- (c) One clerk at each middle school, ~~and elementary school and high school (i.e. Hope, Classical, Central and Mt. Pleasant only)~~ shall become a full time twelve month employee. In the event that there are two or more clerks at either an elementary or middle school, the twelve month position shall be the principal's secretary. In the event that there are two or more clerks at an identified high school, the twelve month position shall be the senior clerk at the school. Except as set forth below said twelve month clerks shall be treated as all other twelve month clerical employees under the collective bargaining agreement:

1. For purposes of this Section, twelve month clerical employees working in the middle, ~~and elementary and high schools as identified in (c) above~~ will be treated as ten month employees during the course of the regular school year (i.e. September to June). These employees shall have the Christmas, February and Spring recess periods off and will not be required to work during a recess period as otherwise required under Article 10.2(a). Employees in these positions shall not accrue vacation time under Article 10, but will be allowed to take ten (10) unpaid days off during the summer. This additional time available to said twelve month clerical employees must be taken between the first week of July and the end of the third week in August, with approval from the clerk's immediate supervisor.

Effective as of July 1, 1996, employees in these positions will (i) receive pay at the rate of a twelve month clerk, at a step and grade level equal to the step and grade they were on as of the day they are changed from ten to twelve month positions; (ii) will accrue sick leave at the same level as a twelve month clerk; (iii) will have their daily rate calculated by using 250 days as the length of the work year; (iv) will receive the summer holidays (July 4 and VJ Day) in addition to regular holidays as enumerated in Article 10; (v) during the months of July and August their work day shall be consistent with the requirements of Article 9.2.

2. For purposes of work assignments during the period of time when school is not in session (July and August), twelve month elementary, ~~and middle and high school clerks as identified herein~~ may be assigned to perform work outside their particular school assignment, at the discretion of the Employer. Days worked in the summer by clerks covered under this sub-section (c) will be scheduled in advance of the end of the school year.

ARTICLE 7 PROMOTIONS AND TRANSFERS

7.1 - Announcement of Vacancies. All vacancies in bargaining unit positions and new positions which the Employer determines to fill on a permanent basis shall be posted in all school and administration buildings.

During the time when schools are not in session, announcements of such vacancies shall be sent by mail to the homes of all ten-month employees. For twelve-month employees on vacation, prolonged illness or leave of absence, announcements shall also be sent by mail.

Detailed job descriptions of all positions shall be posted.

7.2 - Filling of Vacancies.

(a) Positions shall be posted for bid for a period of ten (10) calendar days with respect to promotions, including those in which existing classification is raised due to increased responsibilities, and the filling of vacancies, including summer positions and evening school positions, or new jobs caused by results other than lay-off.

During said thirty (30) day trial/training period, the Employer shall have the option of filling the position of the bidder by a temporary or substitute employee. After the completion of the thirty (30) day trial/training period, the filling of the former position of the successful bidder will be subject to the provisions of this Article 7. During the thirty (30) day trial/training a review of the employees work performance shall be conducted twice and the employee and the Union will be notified in writing of the work performance review. In the event the review is unsatisfactory then a meeting with the employee, Administration and Union shall be held within three (3) days. The purpose of the meeting will be to assist the employee in improving his or her performance.

Employees may put their names on more than one bid list at a time. Once a successful bidder, as determined by seniority and job qualifications, accepts a position and begins the thirty (30) day trial and training period, he/she will not be eligible to use his/her position on another bid list to select a different job. Employees who have their name on more than one bid list at a time will be eligible to select only one vacant position to fill. Once a job has been selected and filled, the successful bidder will not be eligible to be selected as a successful bidder on another job, even if he/she is the most senior qualified individual on another list. Instead, the vacant position will be offered to the next eligible qualified senior bidder on the list.

Should a successful bidder return to his/her former position because he/she is unwilling to accept the new position on a permanent basis or because the Employer is not satisfied with the performance of the employee during the thirty (30) day trial/training period, the next senior qualified bidder on the then existing list who has not been awarded or selected any other position from any other list which he/she may be on shall be offered the job under the same conditions as if he/she was the first successful bidder.

In the event the second successful bidder returns to her or his former position, the vacancy shall be reposted.

Vacancies that occur within ten (10) days prior to the close of the school year or during the summer may be filled by a substitute or temporary employee, but the vacancy must be posted no later than the beginning of the next school year.

Employees who desire to bid will do so in writing on forms furnished by the Employer. Such forms shall designate the job classification, the rate of pay of the job, and the location of the job. These forms shall be filled out in triplicate, with one copy going to the Employer, one copy to the Local Union President and one copy to the employee bidding.

Assignments of the successful bidder must be made within ten (10) days after the close of the bid. No bid shall be considered as valid if it has been submitted outside the bid period, or is submitted from someone not in the bargaining unit.

If an employee is permanently appointed to a position for which he/she has submitted a bid, the Employer shall not be required to honor a bid from said employee for any other position within the bargaining unit until a period of one (1) year has elapsed from the date of his/her initial appointment to said position, except in instances where there are no other bidders from within the bargaining unit.

(b) With respect to promotions and the filling of vacancies or new jobs, it is agreed that said jobs will be filled on the basis of seniority and job qualifications, and if there are no qualified applicants the position may be filled from outside the bargaining unit, provided that if the job is not filled from outside the bargaining unit within sixty (60) days, the position shall be re-posted prior to filling it from outside the bargaining unit.

(c) The President of Local 1339 shall receive written notification of the appointee from the Director of Human Resources as soon as the appointment has been made.

(d) Whenever layoffs become necessary, the Employer shall determine the number and classifications of employees to be reduced, and employees shall be laid off on the basis of their seniority and those with the least seniority in those classification shall be laid off first. Such employees shall have the right to bump into a comparable (same group) or lower (lower group) classification held by a less senior employee, provided, however, that the employee must have the qualifications to perform the duties of the classification into which he/she seeks to bump. Notice of layoff shall be given two (2) weeks before layoff, during which the bumping process will take place. Whenever it becomes necessary to increase the working forces, laid-off employees shall be recalled in the inverse order of their layoff before any new help is hired. Seniority shall be cumulative during the periods of layoff up to a maximum of three (3) years.

In exercising bumping rights, employees shall be required to bump in to a position within their Classification Group in order to maintain their wage rate. If there is no position within the Employee's Classification Group into which the employee may bump, the employee will realize no reduction in pay as a result of bumping into a position within a lower Classification Group, provided that the employee must bump into the highest paid position into which the employee may bump. In situations where the employee bumps into a lower paid position without a reduction in pay, and a position becomes available in a higher paid classification, the employee must bid for that position in order to maintain his/her rate of pay. In other words, employees who are able only to bump into a lower paid position will continue to receive their former rate of pay, subject to the foregoing conditions. Any employee who chooses not to comply with the foregoing conditions will be paid the rate of the position into which he/she bumps.

(e) The Board agrees that whenever it decides to fill a position within the bargaining unit it shall do so in accordance with Article 7.2 of the Collective Bargaining Agreement. Further, the Board agrees that when a successful bidder abandons the position for which he/she was awarded the successful bid, then the position must be re-posted in accordance with Article 7.

7.3 - Recall of Employees. Employees subject to recall shall be notified by the Employer by certified mail, return receipt requested. Such certified letter shall be mailed to the Employee's last known address. A copy of such recall letter shall be given to the Local Union President. The employee shall have seven (7) calendar days subsequent to the date of signature of the return receipt in which to notify the Employer that he/she will return to work on the date scheduled for recall, which shall not be earlier than fourteen (14) days following issuance of the notice.

7.4 - Forfeiture of Seniority Rights. An employee shall forfeit all seniority rights then accrued to him/her in the event that:

- (a) He/she is discharged for cause.
- (b) He/she terminates his/her employment voluntarily.
- (c) He/she fails to give notice within the seven (7) day period outlined in Article 7, Section 7.3, or fails to return to work on the date scheduled for recall.
- (d) He/she is laid off for a period of more than three (3) years.

7.5 - Seniority Lists. Seniority, for the purposes of this Agreement, shall be defined as an employee's length of continuous service in the School Department within the bargaining unit of Local 1339. Seniority lists showing the seniority status of all employees in the bargaining unit shall be given to the union president annually with 30 copies for the membership.

7.6 - Intention Forms. Intention forms shall be sent to all employees annually and the results shall be forwarded to the Union President.

7.7 - Change of Rating for Clerk-Typist. A clerk-typist who qualifies for clerk stenographer by passing the appropriate shorthand/dictaphone test shall be given the rating of clerk-stenographer effective immediately.

7.8 - Change of Status. An employee shall not lose his/her salary classification if his/her status is lowered through circumstances brought about by the Employer, subject to the provisions of Section 7.2(d) of this Article.

ARTICLE 8 WORK RULES

8.1 - Individual Department Work Rules. Individual work rules may be established in units within the department by mutual consent of the Union and the Employer, provided that they do not conflict with any provisions of this Agreement.

8.2 - Changes in Existing Work Rules. Changes in existing work rules shall not become effective until they have been agreed upon by the Employer and the Union. In addition, when existing rules are changed or new rules are established, all employees are to be notified by the Employer.

8.3 - Distribution of Copies of Work Rules. The Employer agrees to furnish each employee in the bargaining unit with a copy of all existing work rules as they are established thirty (30) days after they become effective.

8.4 - Workload. There shall be no permanent increase in workload, nor shall any permanent changes in working conditions be made without due notice, subject to the grievance and arbitration procedure. The immediate supervisor shall make all assignments. There shall be no increase in workload during periods of layoff. During periods of layoff, employees on the recall list will be given preference for work opportunity which is being, or would otherwise be, performed by temporary or substitute employees as defined in Article 2, Section 2. 1 (c) and 2. 1 (d) of this Agreement, in the order of their seniority, provided they have the qualifications to perform the work. Such preference shall not apply and such work opportunity need not be offered for work which is not anticipated to be for one month or less. Any such work opportunity accepted by an employee on the recall list will be compensated for at the employee's rate of pay, regardless of the nature of the work.

When an employee works in a higher classification, the employee shall receive the rate of pay that is commensurate with said classification for the hours worked.

8.5 - Light Work Schedule. An employee who has given faithful service in the employ of the Employer and who has become temporarily unable to handle his/her regular work shall be given such light work as is available and the employee is able to perform.

8.6 - Seniority Grievred. Any employee who feels that he/she has been aggrieved with respect to his/her seniority rights as provided for in this Agreement shall have the right to process the matter as a grievance under the grievance machinery of this Agreement.

8.7 - Permission to Leave Building. Employees shall be permitted to leave their buildings during lunch hour and rest periods.

8.8 - Liability. The Employer shall satisfy any judgment obtained by a third person in an action against an employee arising out of required and authorized activity carried on by the employee in the performance of his/her duties, except in cases of negligence or willful misconduct of the employee and provided the Employer receives written notice from the employee within ten (10) working days of the incident. The employee may, at his/her own expense, engage an attorney to represent him/her in such action.

8.9 - Uniforms. The wearing of uniforms, previously required of employees in certain classifications, shall be effective with the signing of this Collective Bargaining Agreement, at the option of the employee. At the beginning of each school year, employees in the below listed classifications shall decide on an individual basis whether or not they want to wear uniforms. Those employees who want to wear uniforms shall have them provided by the School Board, two uniforms for the succeeding 12 month period. Employees who decide not to wear uniforms will be required to acknowledge their decision in writing to the Business Office before September 1 of each year. Employees who choose not to wear uniforms shall be required to dress appropriately for all scheduled working days.

This uniform provision applies to:

Stationery Stock Clerk
Driver/A. V. Technician
Driver/Truck; Stockroom Driver;
Central Supply Driver; Driver Technician;
Machine Operator/Stock Clerk; Roving Stock
Clerk; Stock Clerk, Central Supply
Foreman, Stock Clerk
Electronics/Computer Repair Technician

ARTICLE 9 HOURS OF WORK

9.1 - When School is in Session. When school is in session a normal work week shall consist of forty (40) hours, five (5) days, Monday through Friday, eight (8) consecutive hours for all employees.

9.2 - When School is Not in Session.

(a) During the months of July and August, a normal work day shall consist of seven and one-half (7 1/2) consecutive hours for all employees.

(b) At other times when school is not in session, a normal work day shall consist of seven (7) consecutive hours for all employees.

9.3 - Rest Periods.

(a) Each employee shall receive a lunch period of one (1) hour, during the work day.

(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, the time at which shall be approved by the supervisor.

9.4 - Inclement Weather. All employees shall respond to the radio announcement of the Superintendent relative to inclement weather. Twelve-month employees shall not be required to report to work before 1 p.m. on a day that schools are closed due to inclement weather unless transportation is provided.

ARTICLE 10 VACATIONS AND HOLIDAYS

10.1 - Vacations.

(a) A twelve-month employee's credits shall accrue at the rate of two (2) working days per month, accruable to a maximum of fifty (50) working days.

Any accrued vacation credits a twelve-month clerical employee may have credited to him/her would be taken at a time that is in agreement with the needs of the School System.

(b) An employee shall be allowed to use vacation credits at time of marriage. Leaves taken under this section may be granted with the approval of the immediate supervisor, whose approval shall not be unreasonably withheld.

(c) 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 payments shall be made to the employee's spouse or beneficiary.

10.2 - Holidays.

(a) All employees are entitled to the following paid Holidays and Recess Schedule:

Holidays:

Labor Day
Columbus Day
Election days on which all schools are closed
Veterans' Day
Thanksgiving Day
Thanksgiving Friday
Christmas Day
New Year's Day
Martin Luther King, Jr.'s Birthday
Presidents' Day
Good Friday
Memorial Day

Fourth of July - 12-month employees only
Victory Day - 12-month employees only

Recess:

Educational Advancement Day (if it appears in school calendar). There will be a working period of two (2) days for each clerk on the 12-month schedule during the following recesses:

Christmas Recess
February Recess
Spring Recess

(b) Whenever a holiday falls on a Saturday, the employees shall receive compensatory straight-time off, to be taken during the school year at the discretion of the immediate supervisor, or added to the vacation. Whenever a holiday falls on a Sunday, the following Monday shall be a day off.

(c) Whenever the holidays listed above shall fall during vacation, employees shall receive an additional day off. Whenever the holidays listed above shall fall during a period of sick leave, employees shall receive regular pay, and the day shall not be charged to sick leave. Whenever the holidays listed above fall during a recess, no additional compensatory time shall be granted.

(d) The President of the Union shall receive copies of all vacation and recess schedules from the Director of Human Resources.

**ARTICLE 11
PREMIUM PAYMENTS**

The following premium payments shall apply to all employees within the bargaining unit on a standard schedule:

(a) Employees in all classifications shall receive payment at the rate of time and one-half for assigned work performed in excess of the standard work day.

(b) Time and one-half in addition to straight time, shall be paid for all hours worked on holidays.

(c) Time and one-half, in addition to straight time, shall be paid to any employee who has been called back to work on a vacation day and/or recess day.

(d) A minimum of time and one-half shall be paid for all hours worked on Saturday.

- (e) A minimum of double time shall be paid for all hours worked on Sunday.
- (f) Overtime shall be computed for all services in excess of the regularly scheduled hours of duty.
- (g) A record of overtime payments shall be available to the President of the Union at the end of each pay period.
- (h) An employee shall receive payment in legal tender for the above premium hours worked.

ARTICLE 12 LEAVE

12.1 - Full Pay Sick Leave - Members of the clerical bargaining unit shall earn full sick leave as follows:

- (1) Full pay leave shall accrue at the rate of one (1) day per month for the first thirty (30) months of service.

Commencing with the thirty-first month of service, accrual shall be at the rate of two (2) days per month. At the beginning of the 31st month, employees shall receive an additional credit of thirty (30) days. The maximum accumulative accrual shall be one-hundred sixty (160) days.

Further, they shall be credited with any unused sick days of each year, added to any accumulated balance provided, however, that the total accumulation of full paid sick leave does not exceed one-hundred sixty (160) days.

- (2) The maximum number of accrued days of full pay sick leave for an employee covered under this section shall be one-hundred sixty (160) days. In case of absence for illness, such employees shall be charged for each working day used until all the days then credited to his/her account shall have been used.

An employee's year shall be considered as that period that starts September 1 and ends either June 30 for ten-month employees or August 31 for twelve-month employees under this Article.

- (3) Effective June 30, 1998 employees who retire and receive a retirement benefit under the City of Providence Retirement System shall upon retirement be entitled to a lump-sum payment equal to ten percent (10%) of the value of unused sick leave accumulated to their date of retirement. Effective June 30, 1999 the percentage shall increase to fifteen percent (15%) of the value of unused sick time.

12.2 - Half-Pay Sick Leave. When the days of sick leave at full pay have been exhausted, employees shall be entitled to half pay sick leave allowances as follows:

(1) Half-pay sick leave shall accrue at the rate of two (2) half days per month for the first year and one-half day per month thereafter. The maximum accumulative accrual shall be 200 one-half pay sick leave days.

(2) In cases where the amount of absence with half pay of such employees reaches two-hundred (200) days within two (2) successive years, there shall be no further allowance for absence due to illness until such employees: (1) presents a doctor's certificate stating that he/she is unable to perform regular and continuous service, and (2) renders continuous service for at least two consecutive payroll periods following which he/she shall be entitled to earn full pay sick leave at the rate specified in this agreement for full days of sick leave and half days of sick leave.

Further, he/she shall have restored to him/her the full number of half pay allowances he/she had accumulated prior to his/her protracted absence, provided the employee has rendered normal and customary service for a one (1) year period, starting from the date the employee returned from his/her protracted illness.

12.3 - Termination of Sick Leave Allowance. In each case of absence for illness in excess of five (5) consecutive work days a member of the bargaining unit shall file with the Superintendent or other designated personnel a certificate from a physician certifying that said illness prevented him/her from performing his/her duties. The Employer shall reserve for itself the right to require medical examination by its own physician provided that the opinion of such physician shall not be conclusive.

12.4 - Notification of Sick Leave Allowance. Upon request, sick leave accumulation shall be furnished to an employee.

12.5 - Quarantine. There shall be no loss of salary or sick allowance when any employee is subject to quarantine by order of the health department for reasons other than the personal illness of the employee.

12.6 - 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 the his/her school salary that exceeds his/her pay for court service.

(b) An employee called to jury duty shall receive full salary less the remuneration for jury duty.

12.7 - Military Service. Any employee who enters the armed forces of the United States Military or Naval Forces or in Rhode Island National Guard or Naval Reserve, or by reason of enlistments, induction, commission or otherwise, and who has held a position in the School Department for 180 or more calendar days within the 12 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.

12.8 - 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.

12.9 - Bereavement Leave. An employee may be absent for five (5) consecutive working days without loss of pay in the case of the death of a father, mother, brother, sister, husband, wife or child regardless of where the deceased resided or any other person with whom the employee may then be living; and

Further, such employee may be absent for three (3) consecutive work days without loss of pay due to the death of his/her own grandparent, (one (1) day for grandparent of spouse), who is not residing in the home of the employee, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild; and

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

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

Further, two (2) additional work days may be taken for personal reasons in connection with settling the affairs of a deceased, as defined in the above paragraphs of this section, provided that these days are taken within one (1) year from the time of the death.

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

12.11 - Maternity Leave. A pregnant employee so certified by her physician shall be entitled to use accrued sick leave for any time she is unable to work, for medical reasons.

(a) At the expiration of maternity leave, the employee shall be returned to the position from which she is on leave at the same step of the then current range for her class of position.

(b) It is agreed that pregnant employees who have exhausted their sick leave accruals, or who decline to utilize their sick leave, shall be granted a maternity leave without pay. A pregnant employee shall submit written notification to the Director of Human Resources of the anticipated duration of the maternity leave at least two (2) weeks in advance, if possible, of the commencement of the leave period. Leave shall be granted for a period of not less than three months nor more than twelve (12) months and may be extended by mutual consent and an early return by the employee may be made upon completion of a minimum of three (3) months and written notice of thirty (30) days to the appointing authority.

(c) A pregnant employee shall not be required to commence her maternity leave prior to childbirth unless she can no longer satisfactorily perform her job duties and her continuance at work does not deprive her fellow employees of their contractual rights.

An employee may use this maternity leave section or sick leave, but not both.

12.12 - Leave Without Pay. 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. Said leave may be extended for an additional one (1) year period at the discretion of the Superintendent provided that the employee submits a request for an extension in writing and provided that the employee granted such an extension does not accept employment during the additional leave extension. This employment exception does not apply to Union service, Employees must notify the Employer at least ten (10) working days prior to returning to work.

12.13 - Voting Leave. An employee may be granted time off without loss of pay for voting in elections pertaining to the welfare of the employees. This time off will not be unreasonably withheld.

12.14 - Personal Leave. An employee shall be granted full-pay leave, not to exceed two (2) days in any year, for personal business which cannot reasonably be done outside the work day.

12.15 - Half-Pay Leave. The Superintendent may grant leaves of absence to employees with half-pay for not more than a total of two (2) days in any payroll period for reasons other than personal illness as follows:

- (a) To attend funerals (outside the provisions of Section 12.9)
- (b) To attend weddings
- (c) To attend graduation exercises
- (d) For any other reason judged to be related more to the employee's work than for personal interest.

Approval for above absences must be obtained beforehand or full pay will be deducted.

12.16 - At the expiration of any leave granted under this Article, the employee shall be returned to the position from which he/she is on leave. Any employee who may be transferred as a result of the granting of such leave shall likewise be returned to the position he/she held prior to being transferred. any new employee the Employer may hire as a result of the granting of such leave shall be subject to layoff.

12.17 - The Board agrees that members of the bargaining unit who are out of work due to an involuntary leave of absence (i.e. maternity leave, workers' compensation, paid or unpaid sick leave) shall have the time spent on such leave counted as accrued time for purposes of longevity accrual.

12.18 - The Board and the Union shall create an Emergency Sick Leave Bank to be administered as set forth in Appendix D.

ARTICLE 13 NON-DISCRIMINATION AND COERCION

13.1 - Union Membership. There shall be no discrimination by the Employer or agents of the Employer against any employee because of his/her activity or membership in the Union. The Employer further agrees that there be no discrimination against any member for his/her adherence to any provision of this Agreement.

13.2 - Race, Creed, Etc. The parties to this Agreement agree they shall not discriminate against any person because of race, creed, color, nationality, sex or age and that such persons shall receive the full protection of this Agreement.

13.3 - Probationary Employees. All the fringe benefits contained in this Agreement shall apply to probationary employees within this bargaining unit.

ARTICLE 14 GRIEVANCE PROCEDURE

14.1 - Grievance Defined: For the purpose of this Agreement, the term "grievance" means any difference or dispute between the Employer or its agents and the Union or any of its members with respect to the violation of any of the provisions of this Agreement. A Union grievance shall be filed at Step Two (2) of the grievance procedure, if it affects clerical employees generally.

First Step - Within ten (10) working days from the date of the Act or knowledge thereof, an employee shall submit his/her grievance (in writing) to his/her supervisor or principal and the grievance committee. The signed grievance shall include (a) name and position of grievant; (b) the date of occurrence of the grievance and the facts involved; (c) the corrective action requested.

A written decision shall be given by the Supervisor or principal within five (5) working days after receipt of the grievance.

Second Step - The grievance shall be considered settled in accordance with the written decision rendered in the First Step, unless the Union shall notify the Deputy Superintendent or his/her designee in writing within five (5) working days after receipt of said written chairperson, the aggrieved, the Union President and Council representative of the Union and said Deputy Superintendent or his/her designee. Such meeting shall be scheduled and conducted within five (5) working days of such request.

A written decision shall be given by the Deputy Superintendent or his/her designee within five (5) working days of such meeting.

Third Step - The grievance shall be considered settled in accordance with the written decision rendered in the Second Step, unless the Union shall notify the Superintendent in writing within five (5) working days after receipt of said written decision of the Deputy Superintendent or his/her designee that it requests a meeting between the grievance chairperson, the aggrieved, the Union President and Council representative of the Union and the Superintendent. Such meeting shall be scheduled and conducted within ten (10) working days of such written request. A written decision shall be given by the Superintendent within ten (10) working days of such meeting.

Fourth Step - A grievance which is not resolved at the Third Step under the grievance procedure may be submitted by the Union to arbitration. The arbitration shall be initiated by the Union by filing with the School Board and the American Arbitration Association a demand for arbitration in accordance with the American Arbitration Association Rules then in effect. The demand shall be filed not later than thirty (30) calendar days after receipt of a decision in writing from the Third Step of the grievance procedure. The expenses of the arbitrator will be shared equally by the parties. The decision of the arbitrator shall be final and binding on all

matters provided that the arbitrator shall not have the power to add to or subtract from or modify any of the terms of this Agreement.

All grievances shall be handled as quickly as practicable. The time limit specified on any level of this procedure may be extended in any specific instance by mutual agreement of the parties in writing.

14.2 - Timely Grievance. Grievances which are not submitted within the said ten (10) working day period, or which are not appealed within the above-mentioned time limits shall be considered as waived and not entitled to further consideration unless the time is extended by mutual agreement of the parties. If the Employer fails to answer or conduct a grievance on any step within the specified time limits, the Union may proceed to the next step of the grievance procedure. The Union agrees to screen grievances in order to prevent unnecessary grievances from consuming the time of the parties concerned.

ARTICLE 15 DISCHARGE AND DISCIPLINE

Discharge or discipline of any permanent employee may be made only for just cause and in accordance with the following:

In the event the Employer suspends, disciplines, or discharges any employee, the Local Union President shall be notified in writing at once. The matter may then be referred to the Second Step of the grievance procedure. No hearing shall be open to the public except by mutual agreement of the Employer, the Union and the employee involved.

ARTICLE 16 SEVERABILITY CLAUSE

Should any provision of this Agreement be found to be in violation of any federal or state law by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the provisions found to be in violation shall be renegotiated.

ARTICLE 17 MANAGEMENT RIGHTS

Subject to the terms and conditions of this Agreement, it is understood and agreed that the School Department shall have sole jurisdiction over the management of the operations of the School Department, including, but not limited to, the work to be performed, the scheduling of work, the establishment and changing of scheduled shifts, and hours of work, the promotion of employees, fixing and maintaining standards of quality of work, methods of operations, the

right to hire, transfer, discipline or discharge for just cause, and layoff because of lack of work or other legitimate reasons.

ARTICLE 18 COMPLETE UNDERSTANDING

This Agreement constitutes the entire agreement and complete understanding between the Employer and the Union arrived at as a result of collective bargaining, except such amendments hereto or modifications hereof as shall be reduced to writing and executed by the parties following the execution of this Agreement. The terms and conditions of this Agreement shall not be modified, amended, or altered in any way other than by written mutual agreement during its term.

ARTICLE 19 EXPENSE OF PRINTING AND DISTRIBUTING AGREEMENT

The Union and the Employer agree to share equally the cost of printing and distributing this Agreement in booklet form to all members of the bargaining unit.

ARTICLE 20 DIRECT DEPOSIT

The Employer shall make available to bargaining unit members, upon the member's request and written authorization, a system of direct deposit of the member's payroll check to the Pawtucket Credit Union.

ARTICLE 21 STRIKES - LOCKOUTS

The Union will not cause, call or sanction any strike, work stoppage, or slowdown, nor will the Employer lock out its employees during the term of this Agreement; nor will the Union be held liable for any unauthorized action. At no time, however, shall employees be required to go through picket lines.

ARTICLE 22 DURATION OF AGREEMENT

The parties agree that this Agreement shall be effective from September 1, ~~1995~~ 1996 and shall continue without change through August 31, ~~1996~~ 1999.

Further, this Agreement shall become effective upon the execution thereof by the parties and shall terminate on August 31, ~~1996~~ 1999 provided, however, that the provisions of this Agreement shall be automatically renewed from year to year unless either party shall be given written notice by the other party at least 120 days before any subsequent termination date, that it desires to negotiate, amend or modify any or all Articles or Sections of this Agreement.

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 the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the termination date which shall not be before August 31, ~~1996~~ 1999.

FOR THE PROVIDENCE SCHOOL
BOARD:

FOR LOCAL 1339, COUNCIL 94
AFSCME, PROVIDENCE,
RHODE ISLAND SCHOOL
CLERICAL EMPLOYEES:

Chairperson

Superintendent

APPENDIX A

NEW CLASSIFICATION LISTING

GR 1 - 10 Mo	Clerk Typist Library Clerk	Clerk Stenographer Guidance Clerk
GR 1 - 12 Mo	Clerk Typist Library Clerk Machine Operator* Driver/Technician* File Clerk	Switchboard/Receptionist Clerk Stenographer Stockclerk* Driver* <u>Mailroom Clerk***</u>
GR 2 - 10 Mo	None	
GR 2 - 12 Mo	Accounting Clerk Statistical Clerk Special Education Data Media Assistant Data Entry Clerk Pupil Accounting EEO Personnel Research Clerk Buyer Central Records Clerks (Both) Personnel Records Clerk - Postings Workers' Compensation Clerk	
GR 3-10 Mo	Secretary to Assistant Principal	
GR 3 - 12 Mo	Secretary to High School Principal Secretary to Principal - ALP Departmental Secretary Secretary to Director General Clerk Secretary to Administrator Secretarial Assistant Departmental Assistant Secretary to Coordinator, Supervisor, Administrator Secretary to Elementary School Principal Secretary to Middle School Principal	

GR4- 10 Mo	None
GR 4 -12 Mo	Data Processing Clerk Payroll Clerk Clerk in Charge of Substitutes (4) Personnel Technicians Bookkeeper Personnel Benefits Clerk Statistical Clerk - Testing Budget Pre-Audit Clerk Foreman* Computer Repair Technician*
GR 5 - 10 Mo	None
GR 5 12 Mo	Chief Clerk Head Payroll Clerk Secretary to Assistant Superintendent Senior Data Processing Clerk

* Must have successfully passed qualifying exams.

** For purposes of the implementation of the Survey, any employee who was in a position that is reduced in grade/pay level will retain his/her then current pay rate as in effect as of August 31, 1992 (so called "Red Circle Rate") until such time as the employee, for any reason, leaves the position. At the time the employee leaves the position, any employee subsequently entering the position shall do so at the established grade level/rate and not the Red Circle Rate.

*** For purposes of this position, the employee in the position as of February 5, 1997 shall be "red circled" with regard to wages and benefits. At the time the employee leaves the position for any reason, any employee subsequently entering the position shall do so at the established grade level/rate and not the Red Circle Rate.

APPENDIX B

CLERICAL SALARY SCALE

9/1/95 - 8/31/96

10 MONTH

GR. 1

1.	14,251.
2.	15,074.
3.	15,897.
4.	16,720.
5.	17,534.
6.	18,367.

10 MONTH

GR. 3

1.	15,347.
2.	16,171.
3.	16,994.
4.	17,817.
5.	18,641.
6.	19,464.

12 MONTH

GR. 1

1.	18,578.
2.	19,401.
3.	20,224.
4.	21,257.
5.	21,870.
6.	22,694.

12 MONTH

GR. 2

1.	19,239.
2.	20,062.
3.	20,886.
4.	21,709.
5.	22,532.
6.	23,355.

12 MONTH New School Clerk (less 10 days unpaid vacation)

GR. 1

1.	17,868.
2.	18,655.
3.	19,445.
4.	20,439.
5.	21,029.
6.	21,821.

GR. 3

1.	20,227.
2.	21,050.
3.	21,874.
4.	22,697.
5.	23,520.
6.	24,344.

GR. 4

1.	21,215.
2.	22,038.
3.	22,862.
4.	23,685.
5.	24,509.
6.	25,332.

12 Month New School Clerk (less 10 days unpaid vacation)

GR. 3

1.	19,449.
2.	20,240.
3.	21,033.
4.	21,824.
5.	22,615.
6.	23,408.

GR. 5

1.	22,201.
2.	23,024.
3.	23,848.
4.	24,671.
5.	25,495.
6.	26,318.

APPENDIX C

MEMORANDUM OF AGREEMENT

This Agreement is entered into this ____ day of May, 1995, by and between the City of Providence School Board (Board) and Rhode Island Council 94, AFSCME, AFL-CIO, on behalf of Local 1339, Providence School Clerical Employees (Union).

WHEREAS, the Board and the Union have been engaged in discussions designed to promote the idea of flexibility regarding the scheduling of stockroom clerks; and

WHEREAS, the parties acknowledge that the stockroom clerks perform a valuable service to the School Department; and

WHEREAS, the parties hereto desire to create a program which provides the School Department with appropriate stockroom help/coverage at various school locations as situations arise on a day-to-day basis and also recognizes the salary structure achieved by the current stockroom clerks;

NOW, THEREFORE, the parties hereto agree to implement the following changes and adjustments to the staffing and working terms and conditions of the stockroom clerks and further agree that the terms and conditions as set forth below shall act as an amendment to the current collective bargaining agreement between the parties:

1. The parties agree that job specifications for stock clerk positions will be provided as requested by the Union to identify job duties and requirements consistent with this Agreement.

2. The high schools and middle schools of the Providence School Department will continue to be serviced by clerical employees in the same manner as currently exists under the current collective bargaining agreement.

3. All elementary schools, the Esek Hopkins School, ALP, the Feinstein School and the Administration Building shall be covered by stockroom clerks in the following manner:

a) The textbook Clerk (Dennis Gaynor) and one other clerk (either the current foreman or another central supply stock clerk who would be assigned by seniority - the choice to be made by the union) would assist in school coverage one day per week and work at the warehouse four days per week on public and nonpublic textbook inventory.

b) The custodial supplies clerk (T. Parillo) would assist in school coverage one day per week and would work in the stockroom four days per week.

c) All remaining stock clerks (including either the foreman, if not chosen to work with the textbook clerk as set forth in (a) above, or the other stock clerk) would assist in school coverage four days per week and work in the stockroom one day per week.

4. All school coverage will be scheduled on an advance basis, prior to the month in which the schedule is to apply.

5. Stock clerk duties at schools identified in paragraph 3 above will be evenly divided as best as possible among all clerks as identified in paragraph 3 above.

6. All work performed under paragraph 3 above will be performed consistent with the duties currently as set forth in the middle school job specification. Further, it is agreed that stock clerks working at individual schools who are assigned to said schools in accordance with this Agreement will spend time at the assigned school on an as needed basis determined by work load at the school and the school's student population.

7. For purposes of this Agreement it is recognized that three stock clerks, assigned to Mount Pleasant and Hope (one 12 month clerk), Central and Classical High Schools (one 12 month clerk) and the five middle schools (one stock clerk) will be included in this proposal for purposes of being eligible to exercise rights as set forth in the following paragraph (Paragraph #8).

8. Any stockroom clerk who wishes to bid for a vacant position(s) within the school system for which he/she believes he/she is qualified, and who is determined to be the successful bidder for the vacant position, shall be "red circled" in his/her current rate of pay for the period of time that he/she works in the newly bid upon position. Once the individual leaves the new position, the rate for the position will return to that as identified in the existing Classification Plan. Further, the stockroom position which is vacated by the Clerk (including the stock clerk positions as identified in the preceding paragraph) shall be available for bid, if posted in accordance with the terms of the collective bargaining agreement, at the rate of pay as set forth in the new Classification Plan. Under this Agreement, stockroom clerks shall be allowed to bid to a vacant position and be "red circled" if he/she is the successful bidder, only one time. After the initial successful bid, any subsequent bids to other vacant positions that are made by a stockroom clerk shall be made solely in accordance with the terms of the parties

collective bargaining agreement, and the clerk shall not carry the red circle rate into the next position.

9. It is the intent of the parties to administer this Agreement to allow for cooperative and coordinated scheduling and performance of work place duties between existing stockroom clerks and individuals from Boise Cascade who are making deliveries to either the warehouse or individual schools pursuant to a contract between Boise Cascade and the Providence School Department. This intent between the parties to work cooperatively and with flexibility shall be applied wherever applicable to the terms of this Agreement.

10. This Memorandum of Agreement contains the full, total and complete understanding of the parties with respect to all terms and conditions of this Agreement. No modification or change of any of the above described provisions shall be effective unless made in writing and signed by an authorized representative of each party to this Memorandum.

PROVIDENCE SCHOOL BOARD

LOCAL 1339, COUNCIL 94,
AFSCME, PROVIDENCE SCHOOL
CLERICAL EMPLOYEES

CHAIR

Date: _____

PRESIDENT

Date: _____

SUPERINTENDENT

Date: _____

Date: _____

Date: _____

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Appendix D

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 1339 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 1339 member must have a documented illness or injury which is expected/anticipated to exhaust the member's accrued sick leave time.
- b) The Local 1339 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 1339 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 1339 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;

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 Department and Local Union 1339. The Director of Personnel or his/her designees shall select one individual and the President of Local Union 1339 shall select two individuals to serve as members of the Committee. The Director of Personnel and the President of the Local Union 1339 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 Department and Local Union 1339 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 1339 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 1339 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 1339 with copies being retained in each office.