

THE CITY OF PROVIDENCE  
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

# RESOLUTION OF THE CITY COUNCIL

No. 158

**Approved** April 18, 2005

Resolution, Together with accompanying copy of the Collective Bargaining Agreement by and between the City of Providence and Laborer's International Union of North America, Local 1033- Crossing Guards, AFL-CIO, as amended, effective January 1, 2005 to June 30, 2007.

IN CITY COUNCIL,  
APR 17 2005  
READ AND PASSED

PRES.

CLERK

**APPROVED**

4/14/05

**MAYOR**

IN CITY COUNCIL  
MAR 3 2005  
FIRST READING  
REFERRED TO COMMITTEE ON  
FINANCE  
Michael R. Clement  
CLERK

THE COMMITTEE ON  
Finance  
Recommends  
Ann M. Steen  
3-31-05 CLERK  
P. Highe

THE COMMITTEE ON  
Finance  
Recommends  
Ann M. Steen  
3-31-05 CLERK

DAVID N. CICILCINE  
*Mayor*

MELODY A. JOHNSON, Ph.D.  
*Superintendent*

# Providence Schools

*OUR SCHOOLS. OUR FUTURE*  
*Office of the Superintendent*

## FACSIMILE TRANSMITTAL

March 3, 2005

City of Providence  
Michael Clement, City Clerk  
Providence City Hall  
25 Dorrance Street  
Providence, RI 02903

Dear Mr. Clement:

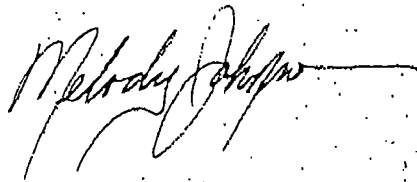
Enclosed are the following contracts to be placed on the next Council Docket, Thursday, March 3, 2005, for ratification.

**Clerical Employees Local 1339 Affiliate of AFSCME AFL-CIO**  
*Effective September 1, 2004 to August 31, 2007*

**Laborer's International Union of North America Local 1033 Crossing Guards AFL-CIO**  
*Effective July 1, 2004 to June 30, 2007*

Should you have any questions, or concerns, please feel free to call.

Sincerely,



Melody A. Johnson, Ph.D.  
Superintendent

MAJ/cas

797 Westminster Street • Providence • Rhode Island • 02903-4045 • 401-456-9211 • 401-456-9252

An Equal Opportunity Employer. The Providence School Department does not discriminate on the basis of race, age, sex, religion, sexual orientation, gender identity or expression, national origin, color, disability or veteran status. The district's mission is to enable every student to discover and develop his or her unique talents and to ensure that each student achieves high standards through the provision of a rigorous and challenging common core curriculum, strong parental and public support and engagement in the educational process, and robust recruitment and retention of the highest quality workforce, by providing leadership, professional development, support and inspiration to all employees.

IN CITY COUNCIL  
MAR 3 2005  
FIRST READING  
REFERRED TO COMMITTEE ON  
FINANCE

  
CLERK

## AGREEMENT

Entered into this 14<sup>th</sup> day of February 2005 by and between the **City of Providence School Board** and the **Local 1033 Crossing Guards** effective July 1, 2004 to June 30, 2007.

Whereas the parties have conducted good faith negotiations and such negotiations have resulted in agreement for a collective Bargaining Agreement effective July 1, 2004 to June 30, 2007; and

Whereas the parties hereto desire to codify their agreement and be bound by the same:

### THE PARTIES HERBY AGREE

1. The document entitled Agreement between the Providence School Board and the Laborer's International Union of North America Local 1033 Crossing Guards AFL-CIO, as amended, effective July 1, 2001 to June 30, 2004 is herein incorporated by reference as if fully reproduced. The terms and condition of that agreement, as amended, shall continue and remain in effect for the period of July 1, 2004 to June 30, 2007 except as expressly modified herein.

Said modifications are herein contained in the Joint Proposal by and between Local 1033 and Providence School Board as attached hereto and incorporated by reference herein.

2. The within agreement has been ratified by the Local 1033 and Providence School Board. The within Agreement is subject to appropriate ratification by the Providence City Council.

**City of Providence School Board**

*Mary E McClure*

Board President

*[Signature]*

Superintendent of Schools

Chief Negotiator

**Laborer's International Union of North  
America Local 1033 Crossing Guards AFL-  
CIO**

*[Signature]*  
~~President~~

Chief Negotiator

Providence School Department  
Analysis of Crossing Guard Contract

**Cost Per Corner**

	OLD CONTRACT	NEW CONTRACT	SAVINGS
SALARIES	\$1,868,044	\$726,860	\$1,141,184
BENEFITS	<u>2,578,112</u>	<u>1,568,762</u>	<u>1,009,350</u>
TOTAL	4,446,156	2,295,622	2,150,534
COST PER CORNER	\$40,420	\$20,869	\$19,550

Providence School Department  
Local Crossing Guard Contract  
Savings from Proposed Contract

	OLD CONTRACT	NEW CONTRACT	SAVINGS
<b><u>Year 1 Savings (20 New Hires)</u></b>			
Salaries	190,080	108,520	81,560
Health Insurance	60,912	27,670	33,242
Unemployment	23,674	0	23,674
Subtotal	274,666	136,190	138,476
<b><u>Year 2 Savings (10 New Hires)</u></b>			
Salaries	513,903	293,523	220,380
Health Insurance	266,222	108,888	157,334
Unemployment	85,230	0	85,230
Subtotal	865,355	402,411	462,944
<b><u>Year 3 Savings (10 New Hires)</u></b>			
Salaries	705,830	403,300	302,530
Health Insurance	384,388	157,934	226,454
Unemployment	113,640	0	113,640
Subtotal	1,203,858	561,234	642,624
<b>Total Savings</b>	<b>2,343,879</b>	<b>1,099,835</b>	<b>1,244,044</b>

Providence School Department  
Summary of Major Changes to the Crossing Guard Contract  
Effective dates: 1/1/05 – 6/30/07  
@ 3/16/05

**Salaries**                      \$11.12 per hour for 20 hours per week with 3% increases on 7/1/05 and 7/1/06.  
**Change** from \$22.00 per hour for 22.5 hours per week.

**Longevity**

<u>Old</u>	<u>New</u>
5-9 years 4%	7-11 yrs. 4%
10-14 yrs. 5%	12-16 yrs. 5%
15-19 yrs. 6%	17-19 yrs. 6%
20 + years 7%	20 + years 7%

**Health Care**                      Employees working 20 hours per week or less receive individual health insurance coverage with a co-share. New employees receive Blue Chip Plan 15.  
**Change** from fully paid family coverage, Healthmate Coast to Coast, for all employees.  
Employees working 20 hours per week or less receive individual dental insurance.  
**Change** from family dental insurance for all employees.  
Retirees hired with this contract will pay a co share upon retirement.  
**Change** from retirees having no co share.

**Unemployment**                      Employees hired with this agreement will not be eligible to collect unemployment during the summer and school vacation periods.  
**Change** from employees being eligible to collect unemployment during the summer and school vacations.

**Lay off Provision**                      Employees hired with this agreement may be laid off consistent with the provisions of this agreement.  
**Change** from no layoff language in the previous agreement.



Providence School Department  
 Crossing Guard Contract  
 Savings from Proposed Contract

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Providence School Department  
Analysis of Crossing Guard Contract

Cost Per Corner

	OLD CONTRACT	NEW CONTRACT	SAVINGS
SALARIES	1,868,044	726,860	1,141,184
1033 BENEFITS	561,790	561,790	0
LONGEVITY	85,000	28,646	56,354
DENTAL	93,800	93,800	0
EMPLOYEE MEDICAL	1,007,126	458,242	548,884
UNIFORM ALLOWANCE	49,500	49,500	0
UNEMPLOYMENT	312,500	0	312,500
FICA	149,408	57,796	91,612
RETIREMENT	318,988	318,988	0
	4,446,156	2,295,622	2,150,534
COST PER CORNER	40,420	20,869	19,550



**Finance Department**  
*"Building Pride In Providence"*

March 31, 2005

Councilman Kevin Jackson  
Chairman City Finance  
City of Providence  
City Council

Dear Chairman Jackson,

I have met with Mr. Mark Dunham, Chief Financial Officer of the Providence School Department, in regards to the fiscal notes he has prepared concerning the Crossing Guards and Clerical Employees proposed labor contracts. I want to inform you and the members of the Finance Committee that I agree with his assessment of the annual cost associated with each contract.

Regards;

A handwritten signature in cursive script, appearing to read "Alex Prignano".

Alex Prignano  
Director of Finance

C.c Mark Dunham  
Jim Lombardi  
John Simmons

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: January 1, 2005 to June 30, 2007

CROSSING GUARDS

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## AGREEMENT

AGREEMENT made effective the 1<sup>st</sup> day of January, 2005 by and between the PROVIDENCE SCHOOL BOARD, hereinafter referred to as "Employer", and the RHODE ISLAND LABORERS' DISTRICT COUNCIL on behalf of Local Union 1033 of the LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO, hereinafter referred to as the "Union".

## WITNESSETH

### ARTICLE I PERSONS COVERED BY THIS AGREEMENT

Section 1. (A) The Employer hereby recognizes and acknowledges that the Union is the exclusive representative of, and this Agreement shall apply only to, Crossing Guards employed by the Employer excluding all other employees.

(B) Substitute Crossing Guards shall be excluded from the bargaining unit and coverage under this agreement. However, any substitute employee who is employed as such for a period of sixty consecutive workdays shall obtain Long-Term Substitute status, shall be entitled to all of the benefits and obligations of this agreement through the end of that school year, at which time said substitute employee shall revert to part-time employee status and shall no longer be covered by this agreement.

Section 2. Definition of Employee. (A) The term "Crossing Guard" shall mean one who is employed to work in that capacity on a schedule consisting of each day that school is open for educational purposes.

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

(C) The employer agrees that it shall use substitute employees only in positions that are temporarily vacant due to the absence of a permanent bargaining unit employee. All other required positions shall be deemed vacancies and shall be filled pursuant to this agreement.

(D) It is understood and agreed by the parties that substitute Crossing Guards and Crossing Guards heretofore employed by the City of Providence may perform work identical to the work performed by employees covered by this agreement and that nothing in this Agreement shall be construed to restrict the right of the Employer to assign said persons to work which is similar or identical to that performed by Crossing Guards, consistent with the provisions of this Agreement.

Section 4. Probationary Period. All Employees are subject to a 120 day probationary period during which the Employer without recourse may dismiss them.

## ARTICLE II UNION SECURITY

Section 1. Dues Deduction. The employer agrees to the administration of a union check-off system pursuant to which union dues or service charges will be withheld from the employee's paycheck upon his/her written voluntary authorization. Upon receipt of such authorization, the employer will deduct equal amounts from each paycheck; weekly, bi-weekly, or otherwise, as the frequency of the pay period may require. The employer will transmit to the union's treasurer withheld union dues and service charges for the previous month's earnings no later than the 28<sup>th</sup> day of each month.

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

(B) Such deduction, if authorized by the employee, shall be made from the employee's pay on each regularly scheduled pay day and shall be remitted to the RIPEEPAC monthly and by the 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 3. Union Security.

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

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

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

Section 4. Union dues shall be deducted on a 10-month basis in an amount equivalent to 12 months' dues for the employees who work on a 10-month schedule.

Section 5. Indemnification. The union agrees to indemnify the employer for any and all costs and damages that the employer incurs as a result of compliance with the provisions of this Article II.

Section 6. Layoff. Following the exhaustion of the Employer's best effort to address the issue of lack of work or lack of funding by reassignment, the Employer shall seek volunteers for layoff. If a sufficient number of employees do not volunteer for layoff, the Employer may layoff employees by inverse total employment seniority, i.e. last employee hired shall be the first employee laid off, the number of which can not exceed ten (10%) percent of the bargaining unit workforce. All substitute employees shall be laid off prior to affecting permanent bargaining unit employees. All affected employees shall receive a two-week notice prior to implementing a layoff or pay in lieu of notice. Additionally, all affected employees shall be placed on a reemployment list for a twenty-four (24) month period and recalled in the inverse order of layoff. Union Stewards shall be considered senior in service for layoff purposes only.



ARTICLE III  
NO DISCRIMINATION, MEETINGS, AND MAILINGS

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

Section 2. Use of School Buildings. To the extent possible, the bargaining unit shall have use of school buildings for after school meetings, provided that the meetings do not conflict with any scheduled school function. The union shall be responsible for custodial coverage and other utility costs for such meetings. Additionally, the Union shall have the right to post and distribute materials relating to Union business.

Section 3. Time Off for Union Business. Not more than 3 members of the negotiating team shall be granted time off without loss of pay during working hours to attend contract negotiations mutually scheduled by the employer and the union. An employee who has filed a grievance and that employee's steward shall be granted time off without loss of pay to attend any grievance meeting scheduled with the employer relating to the grievance.

ARTICLE IV  
SENIORITY

Section 1. Definition. Seniority shall be defined as the total length of service to the Providence School Department as a Crossing Guard. A seniority list shall be forwarded to the Union no later than October 31.

Section 2. Break in Seniority.

Seniority shall be broken by any one of the following events.

- (A) Discharge of an employee for just cause;
- (B) Voluntary termination of an employee's employment;
- (C) An employee's exceeding an authorized leave of absence;
- (D) An employee's failure to respond to a recall notice;
- (E) An employee's engaging in other work without authorization while on leave of absence;

(F) When an employee has been on lay-off status for a continuous period of two (2) years.

ARTICLE V  
IN-SERVICE TRAINING

Section 1. All new employees shall be required to attend pre-service training scheduled by the employer and all employees may be required to attend in-service training programs as scheduled by the employer.

ARTICLE VI  
VACANCIES

All bargaining unit positions that become available, as determined by the Employer, shall be filled in the following manner:

Section 1. Notice of Post vacancies in said positions shall be posted at the work site and mailed to the Union two (2) days of such postings. Posting shall occur simultaneously with the City of Providence.

Section 2. The notice shall provide bargaining unit Employees with a minimum of five (5) working days from the date of posting to apply for said position(s) on forms provided by the employer.

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

Section 3. Providence Crossing Guards and Providence School Crossing Guards who apply for such Post positions shall have preference, in the order of their respective seniority, (the member having the greater Local 1033 seniority shall be awarded the position) in filling such positions, prior to the hiring of outside applicants. Following this process and unless otherwise agreed to by the parties, vacancies not awarded to existing members shall be awarded to the senior substitute employee.

Section 4. Filling Vacancies. Unless otherwise agreed to by the parties, any posted vacancy shall be filled no later than either fifteen(15)days from the date of posting, or upon the expiration of the retiring employee's vacation leave, whichever is greater.

ARTICLE VII  
WORKDAY

Section 1. An employee's workday will not exceed a total of eight (8) hours scheduled at the employer's discretion at any time or times between 6:30 A.M. and 5:30 P.M., and shall be inclusive of a twenty (20) minute rest and travel period. Said work day shall consist of a minimum of four (4) hours. Approval shall not be unreasonably denied.

Section 2. Employees covered by this Agreement may discharge, at the discretion of their designated supervisor two (2) personal days with pay, per year, for the purpose of attending to personal business that cannot be accomplished during non-working hours.

ARTICLE VIII  
VACATION LEAVE

Section 1. (A) Crossing Guards who have completed at least one year of service but less than three (3) years of service shall receive five (5) days leave with pay to be taken during the period of school recess. Crossing Guards who have completed at least three year of service but less than five (5) years of service shall receive ten (10) days leave with pay to be taken during the period of school recess. Crossing Guards who have completed five (5) or more years of service shall receive fifteen (15) days leave with pay. All vacation leave must be discharged during the period of school recess, at the conclusion of the School Year or upon severance. Vacation Leave shall not be carried over beyond the School Year in which it is earned.

(B) Crossing Guards shall apply for the dates in which they seek leave and to the extent that legitimate business requirements prohibit honoring all requests during a specific recess period, leaves shall be granted to the senior applicants. The Police Department and/or designated supervisor will determine, based on staffing levels and seniority the feasibility of second choice requests and the numbers of requests which will be granted at one time.

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

ARTICLE IX  
SICK LEAVE

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

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

(1) Employees who are absent from work for 3 days or more are required to provide documentation from a physician or other reasonable evidence as determined by the Director of Human Resources. This documentation is to be presented to the Police Departments' designated supervisor prior to starting work on the return date.

(2) The discharge of eight (8) sick days (with or without pay) within a four (4) month period will require the employee to provide medical documentation from a qualified physician or other reasonable evidence as determined by the Director of Human Resources. This documentation is to be presented to the Police Departments' designated supervisor prior to starting work on the return date. This requirement will be in effect for six (6) months.

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

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

Step 2. Failure to furnish medical documentation will result in loss time, plus employee's inability to discharge sick leave,

plus suspension equal to days of absence due to alleged illness/injury. If a further occasion should occur, the employer will commence with Step 3.

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

Section 2. Except as provided herein, sick leave allowance shall at no time be considered as a basis for the collection of severance pay, terminal leave, or in any other manner, except as a sick leave allowance for personal illness. Notwithstanding the above, employees who retire and receive a retirement benefit under the City of Providence Retirement System shall, upon retirement, be entitled to, for up to 50 days of accrued Sick Leave, a lump sum payment equal to twenty-five (25%) percent of the value of unused sick leave accumulated 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 to the date of their retirement.

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

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

Section 4. A permanent employee may be granted a maternity leave without pay not to exceed one (1) year from the date of the birth of the child unless extended by the Superintendent or designee. Excepting medical emergencies, the employee shall notify the designated supervisor one (1) month in advance of required leave. Subject to applicable law, an employee on Maternity Leave shall have the option to retain her Blue Cross and Physicians' Service coverage and riders at her own expense. Employees electing the option shall reimburse the Providence School Department on a monthly basis for the Premium at the Providence Teachers' group rate.

ARTICLE X  
BEREAVEMENT LEAVE

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

(B) An employee may be absent for three (3) consecutive workdays without loss of pay due to the death of his own grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild.

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

Section 2. An employee may be absent for three (3) consecutive workdays without pay in the case of the death of a person who had not been residing in the residence of the employee providing said employee is solely responsible for all funeral arrangements of the deceased; and

Section 3. Further, two (2) additional workdays may be taken for personal reasons in connection with settling the affairs of a deceased, as defined in the above paragraphs of this Article, provided that these days are taken within one (1) year from the time of the death and further provided that such affairs cannot be handled outside of the workday.

ARTICLE XI  
JURY DUTY

Employees will be given time off for jury duty. The Employer will pay the difference between the total amount of fees received by the Employee for jury duty and the compensation the Employee would have received for such service.

ARTICLE XII  
HEALTH AND DENTAL COVERAGE AND INSURANCE

Section 1. (A) The School Department shall provide all employees covered by this Agreement and eligible family members with health care coverage as follows:

Rhode Island Blue Cross/Blue Shield BlueCHiP Plan 15 as modified by the parties and as delineated on Addendum A.

Individual coverage - For Crossing Guards working twenty hours per week or less.

Family coverage (when applicable) - For Crossing Guards working more than twenty hours.

Employees covered by this agreement shall co-share in the cost of healthcare benefits provided in this Article through pre-tax weekly payroll deduction (if permissible by law) as follows:

Individual Plans at .006 of base wages not to exceed \$260.00 per year.

Family Plans at .0138 of base wages not to exceed \$640.00 per year.

Effective January 1, 2006;

Individual Plans at .008 of base wages not to exceed \$325.00 per year.

Family Plans at .019 of base wages not to exceed \$800.00 per year.

Effective January 1, 2007;

Individual Plans at .01 of base wages not to exceed \$400.00 per year.

Family Plans at .025 of base wages not to exceed \$1000.00 per year.

ADDITIONAL SERVICES PROVIDED BY THE  
RHODE ISLAND PUBLIC EMPLOYEES' HEALTH SERVICES FUND

Prepaid prescription drug coverage.

Vision Care

- (B) The Employer also agrees to furnish as an alternative to the foregoing, substantially equivalent coverage under the Union-approved plan from any other provider.

(C) Employees receiving Individual coverage who elect Family coverage shall be responsible to pay through pre-tax weekly payroll deduction (if permissible by law) the difference in the Family Plan and Individual Plan rate, in addition to the co share stated above.

#### RETIREE HEALTH CARE COVERAGE

Section 2. (A) The Employer shall furnish health care coverage, on an individual basis only, to employees who retire. 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 or at such age as to qualify for Medicare, said coverage shall convert to Plan 65 or, at the option of the retiree, a Medicare approved HMO with a benefit plan substantially equivalent to that existing at the time this Agreement is executed with all premium payments for said plan borne by the Employer. This coverage shall be for life.

(B) All employees hired 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.

(C) Individuals retiring shall co-share at the individual rate, as stated above and as in effect on the last day worked (rising to year 2 rate for year 1 retirees only) through pre-tax monthly pension payroll deduction (if permissible by law) and shall receive the Individual Plan until becoming Medicare eligible at which time the retiree shall receive Plan 65 or a Medicare approved HMO with a benefit plan substantially equivalent to that existing at the time this Agreement is executed with all premium payments for said plan borne by the Employer.

Section 3. Dental. (A) All members of the bargaining unit shall be entitled to Delta Dental Levels I-IV individual coverage or its equivalent Plan with a \$2,000 per person annual benefit and a \$2,000 lifetime orthodontic benefit and coverage of 100%/100%/80%/50%. Individuals working more than twenty hours shall also receive Dependent Coverage: Dependent Coverage: Spouse and unmarried dependent children through the end of the year in which they turn age 19 (or age 23 if a full-time student; proper documentation is required).

(B) The cost of said coverage to be borne solely by the



School Department.

(C) Employees receiving Individual coverage who elect Family coverage shall be responsible to pay, through pre-tax weekly payroll deduction (if permissible by law), the difference in the family Plan and Individual Plan rate.

Section 4. Healthcare buy-back. (A) Upon presentation of proof of alternative health care coverage pursuant to a non-City of Providence paid plan satisfactory to the Union, employees eligible for paid Healthcare insurance under this Agreement may choose not to be covered under the Providence School Department's group health insurance policies. Eligible employees enrolled in a family plan making this choice shall receive \$1,500.00 for each full contract year in which they are not covered for family coverage and for those dropping individual coverage, the compensation shall be \$750.00 for each full contract year of non-coverage by a Providence School Department plan. The parties understand and agree that employees whose spouses are employed by the Providence School Department or the City of Providence and those who have chosen not to be covered by Providence School Department policies shall not be eligible for this benefit. For each year in which the employee opts out under this section, he/she shall receive no coverage pursuant to this Article, except that employees may opt back into the Plan in the event of a major life event causing loss of alternative and equivalent coverage, such as death or loss of employment of a spouse. Proof of loss of said alternative coverage or equivalent coverage may be required by the Providence School Department before the employee is re-enrolled. Payments to employees under this provision shall be made at the end of each year, in arrears for the period of October to September with payment made in September. If an employee has opted back into Providence School Department coverage during the course of a contract year, he/she shall not be entitled to any payment under this section for that year.

(B) Upon presentation of proof of alternative dental care coverage pursuant to a non-City of Providence paid plan satisfactory to the Union, employees eligible for paid dental benefits under this Agreement may choose not to be covered under the Providence School Department's group dental insurance policy. Eligible employees enrolled in a family plan making this choice shall receive \$500.00 for each full contract year in which they are not covered for family coverage and for those dropping individual coverage, the compensation shall be \$250.00 for each full contract year of non-coverage by a Providence School Department plan. The parties understand and agree that employees whose spouses are employed by the Providence School Department or the City of Providence and those who have chosen not to be

covered by Providence School Department policies shall not be eligible for this benefit. For each year in which the employee opts out under this section, he/she shall receive no coverage pursuant to this Article, except that employees may opt back into the Plan in the event of a major life event causing loss of alternative and equivalent coverage, such as death or loss of employment of a spouse. Proof of loss of said alternative coverage or equivalent coverage may be required by the Providence School Department before the employee is re-enrolled. Payments to employees under this provision shall be made at the end of each year, in arrears for the period of October to September with payment made in September. If an employee has opted back into Providence School Department coverage during the course of a contract year, he/she shall not be entitled to any payment under this section for that year.

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

Section 5. Life Insurance. The Employer shall provide, consistent with the current practice and benefits, each employee covered by this Agreement with a \$10,000.00 whole life insurance policy, effective the employee's date of hire.

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

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

Section 7. Notwithstanding the foregoing provisions, the Employer shall have the right at any time during the life of this agreement to provide substantially equivalent health insurance benefits under a plan different from those specified in this Article.

#### ARTICLE XIII PRESCRIPTION, VISION CARE AND WELLNESS BENEFITS

Section 1. (A) In order to provide each employee covered by this Agreement and their dependents drug/prescription, vision care and Wellness benefits, the Employer agrees to contribute \$8.00 per day, for each day or portion thereof for which the employee receives pay and for each employee, 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 days each ten (10) month employee would work, if that ten (10) month employee were a twelve (12) month employee, during the annual summer non-work period. Said fund shall be administered by a Board of Trustees selected and appointed under the provisions of the Trust Agreement executed by the Union. Effective July 1, 2006, said contribution shall be \$8.16 per day.

Section 2. The City of Providence/Providence School Department and the Rhode Island Public Employees' Health Services Fund have jointly and cooperatively developed and implemented an Employees' Wellness Program for bargaining unit employees with a purpose of combating the escalation of health care costs through health education and safety programs. The Providence School Department and the Union shall encourage employee participation in programs sponsored by the Wellness program and shall further cooperate to reduce health risks and the corresponding utilization of the Health Care Plans.

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

Section 4. An employee receiving Workers' Compensation benefits shall be considered to be working his normal and regular workweek.

ARTICLE XIV  
SALARIES/LONGEVITY PAY

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

Effective January 1, 2005     \$11.12 per hour  
Effective July 1, 2005       \$11.46  
Effective July 1, 2006       \$11.80

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

<u>YEARS OF SERVICE</u>	<u>PERCENTAGE AMOUNT</u>
7 yrs. but less than 12 yrs.	4%
12 yrs. but less than 17 yrs.	5%
17 yrs. but less than 20 yrs.	6%
20 yrs. or more	7%

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

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

Section 1. (A) For the purpose of providing retirement benefits for employees covered by this Agreement, the employer shall make, for each day or portion thereof for which the

employee receives pay, a daily contribution to the Laborers' International Union of North America National (INDUSTRIAL) Pension Fund for each employee of eight dollars (\$8.00) per day.

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

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

Section 3. An employee receiving Workers' Compensation benefits shall be considered to be working his normal and regular workweek.

#### ARTICLE XVI LEGAL SERVICES FUND

Section 1. (A) For the purpose of providing members of the bargaining unit and their dependents with assistance in defraying the cost of legal counsel, the employer shall make, for each day or portion thereof for which the employee receives pay, a daily contribution to the Rhode Island Public Service Employees' Legal Services Fund of \$1.20 per day, per employee.

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

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

Section 3. An employee receiving Workers' Compensation benefits shall be considered to be working his normal and regular workweek.

Section 4. The legal services fund shall not be used to provide benefits which defray any expenses for disputes, grievances, or legal proceedings with the Employer or the Union, any of its members, agents or any legal entity to which they are a part.

ARTICLE XVII  
TRAINING FUND

Section 1. In order to provide employees covered by this Agreement with necessary work duty and safety related training, the employer agrees to contribute \$1.20 per day for each day each employee covered by this agreement is paid and for each employee to the Rhode Island Public Service Employees' Training Fund established by a Declaration of Trust executed by the Union.

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

Section 2. Said contributions will be paid to the Fund no later than the twentieth (20<sup>th</sup>) day of each month and shall be based on the preceding month's payroll.

Section 3. An employee receiving Workers' Compensation benefits shall be considered to be working his normal and regular workweek.

ARTICLE XVIII  
GRIEVANCE PROCEDURE

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

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

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

Step 2. If the matter is not resolved at Step 1, the union

and/or the employee must submit a written grievance to the Director of Human Resources within ten (10) days of the immediate supervisor's decision. The Director of Human Resources shall, within five days of receipt of the written grievance, schedule a meeting to decide its merits. Within 7 days following the meeting, the Director of Human Resources shall render a written decision, copies of which shall be sent to the superintendent and the union.

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

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

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

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

ARTICLE XIX  
MANAGEMENT RIGHTS

Section 1. Except as abridged or restricted by any provision in this Agreement or by applicable law, the Employer shall have the exclusive right to supervise and control all of its departments and employees, to issue reasonable rules and regulations, and to exercise any and all rights and authority granted to the School Board as an employer by statute, ordinance, and applicable regulations, and to comply with its responsibilities thereunder. The Employer agrees that no such rights or authority shall be exercised in violation of this Agreement. Further, the exercise of rights normally entrusted to management shall be subject to any obligations the Employer may have under RIGL 28-9.4, or obligations imposed upon the Employer by relevant statute.

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 of services of any kind for any reason during the life of this Agreement. The Employer agrees that there shall be no lockouts during the term of this Agreement.

ARTICLE XXI  
MISCELLANEOUS

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

(B) If, in the opinion of the supervisor, the evaluation is unsatisfactory, the employee will be re-evaluated in writing within a reasonable time and shall again be given an opportunity to meet and discuss the evaluation with the supervisor who will make appropriate constructive criticisms for corrective action.



The employee shall have the right to have a Union representative present at this meeting, if he/she so requests.

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

#### ARTICLE XXII SEVERABILITY

Section 1. If a court of competent jurisdiction holds that any provisions of this agreement violates any federal, state or local law, the other provisions of this Agreement shall nevertheless remain in full force and effect for the duration of this agreement.

#### ARTICLE XXIII COMPLETE AGREEMENT

Section 1. This Agreement constitutes the entire agreement and complete understanding between the Employer and the Union arrived at through collective bargaining. The terms and conditions of this Agreement shall not be modified, amended, or otherwise altered except by written mutual agreement between the parties during the term of this Agreement. Authorized representatives of both parties must execute any written amendments or modifications of this Agreement.

#### ARTICLE XXIV DURATION OF AGREEMENT

Section 1. This Agreement shall be effective January 1, 2005, through June 30, 2007, provided, however, that the provisions of this Agreement shall be automatically renewed from year to year unless either party shall give written notice to the other party at least 183 days before any subsequent expiration date, that it desires to terminate this Agreement.

Section 2. Further, if at the time this Agreement would otherwise terminate, the parties are negotiating for a new Agreement, the terms and conditions, excluding any wage increase hereof, shall continue in effect so long as such negotiations continue.

IN WITNESS WHEREOF, the parties named herein have hereunto  
set their hands and seals this \_\_\_\_ day of \_\_\_\_\_ in the  
year 2005.

PROVIDENCE SCHOOL BOARD  
BY

RHODE ISLAND LABORERS'  
DISTRICT COUNCIL  
BY

\_\_\_\_\_  
MARY MC CLURE  
PRESIDENT

\_\_\_\_\_  
RONALD M. COIA  
BUSINESS MANAGER

\_\_\_\_\_  
MELODY JOHNSON, Ph.D.

LOCAL UNION 1033  
BY

\_\_\_\_\_  
DONALD S. IANNAZZI, ESQ.  
BUSINESS MANAGER

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

(APPENDIX A)  
EMERGENCY SICK LEAVE BANK

**Emergency Sick Leave Bank**

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

To be eligible to use Emergency Sick Leave Bank time:

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

### **Emergency Sick Leave Bank Committee**

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

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

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

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

Eligible Local 1033 members requesting to use time from the Bank may make an initial request of no more than sixty (60) days.

Extensions of use of Emergency Sick Leave Bank time may be made to the Committee. Any extension request must be documented pursuant to rules as designated by the Committee.

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

(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