

# RESOLUTION OF THE CITY COUNCIL

*No. 307*

**Approved July 29, 2016**

RESOLVED, That the accompanying copy of the Collective Bargaining Agreement by and between the City of Providence, Rhode Island and Council 94, AFSCME, on behalf of Local 1339 for the period of September 1, 2015 through August 31, 2018, is hereby approved and ratified by the Providence City Council.

**IN CITY COUNCIL**

**JUL 21 2016**

**READ AND PASSED**

**PRES.**

**CLERK**

**I HEREBY APPROVE.**

**Mayor**

**Date:**

**7/29/16**



Mayor of Providence

Jorge O. Elorza

April 1, 2016

**HAND-DELIVERED**

Honorable Council President  
Luis A. Aponte  
City Council Office  
Providence City hall  
25 Dorrance Street  
Providence, RI 02903

**RE: 1339 Collective Bargaining Agreement**

Dear Council President Aponte:

Enclosed with this correspondence please find a copy of the tentative agreement by and between the City of Providence, Rhode Island and Council 94, AFSCME, on behalf of Local 1339 for the period of July 1, 2015 to June 30, 2018.

I hereby submit the enclosed tentative agreement to the Providence City Council for ratification.

Sincerely,

A handwritten signature in black ink, appearing to be "J. Elorza", with a long horizontal line extending to the right.

Jorge O. Elorza  
Mayor

Enclosure

City Hall, 25 Dorrance Street, Providence, RI 02903  
Phone (401) 421-7740 Fax (401) 274-8240

ORIGINAL

**TENTATIVE AGREEMENT  
BETWEEN THE CITY OF PROVIDENCE  
AND  
R.I. COUNCIL 94, AFSCME, AFL-CIO  
ON BEHALF OF THE  
PROVIDENCE SCHOOL CLERICAL EMPLOYEES, LOCAL 1339**

ENTERED into this 14<sup>th</sup> day of March, 2016, by and between the CITY OF PROVIDENCE and RHODE ISLAND COUNCIL 94, AFSME, AFL-CIO, on behalf of LOCAL 1339, PROVIDENCE CLERICAL EMPLOYEES. THE PARTIES HEREBY AGREE pursuant to Article 16 and Article 26 of the parties' Agreement effective September 1, 2012 to August 31, 2015.

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

WHEREAS, the parties' negotiations have resulted in Agreement for a Collective Bargaining Agreement effective for the period of September 1, 2015 through August 31, 2018;

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

**THE PARTIES HEREBY AGREE:**

1. The documents titled: "Agreement between the PROVIDENCE SCHOOL BOARD and RHODE ISLAND COUNCIL 94, AFSCME, AFL-CIO, on behalf of LOCAL 1339, PROVIDENCE CLERICAL EMPLOYEES, effective September 1, 2004 to August 31, 2007"; "Tentative Agreement by and between the CITY OF PROVIDENCE and RHODE ISLAND COUNCIL 94, AFSCME, AFL-CIO, on behalf of LOCAL 1339, PROVIDENCE CLERICAL EMPLOYEES, effective September 1, 2007 through August 31, 2009"; "Tentative Agreement by and between the CITY OF PROVIDENCE and RHODE ISLAND COUNCIL 94, AFSCME, AFL-CIO, on behalf of LOCAL 1339, PROVIDENCE CLERICAL EMPLOYEES, effective September 1, 2009 through August 31, 2012"; and Tentative Agreement by and between the CITY OF PROVIDENCE and RHODE ISLAND COUNCIL 94, AFSCME, AFL-CIO, on behalf of LOCAL 1339, PROVIDENCE CLERICAL EMPLOYEES, effective September 1, 2012 through August 31, 2015" are herein incorporated by reference as if fully reproduced. The terms and conditions of these Agreements shall continue and remain in effect for the period of September 1, 2015 through August 31, 2018 except as expressly modified herein.

- 1) Article 1.2: The parties agree to change the first paragraph of the section to 1.2 (a).

The parties further agree that there will be a new section 1.2 (b), that will state:

Upon receipt of voluntary written authorization from any employee covered by this agreement on forms provided by the Union, the Employer shall deduct from the pay of such employees the PEOPLE contributions authorized by the employee and forward said deduction to the Union. Deductions shall not be coupled with Union dues and shall be forwarded separately.

- 2) Article 3.2: The parties agree that Article 3.2 shall be amended to: 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. Said employees shall receive seven (7) days' notice prior to the effective date of the transfer. 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 or her salary step and the comparable salary step of the position to which he or she is transferred and shall be effective upon transfer.

- 3) Article 3.3: The parties agree to remove this section of the contract.
- 4) Article 4.2 (Health rules): The parties agree that Article 4.2 shall be amended and state as follows: Should an employee complain that his/her work requires him/her to be in an unsafe or unhealthy situation in violation of acceptable safety rules, the matter shall be considered immediately by his/her 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. For purposes of this section, the designee of the Superintendent shall be identified at the beginning of each school year.

5) Article 4.3(a)(6)(b): The parties agree to add the following language:

All members of the bargaining unit shall be entitled to a dental plan equivalent to the one that existed on the effective date of this Agreement consistent with the Local 1033's plan, the summary of the plan is attached hereto. Unmarried, dependent children up to age 26 are covered. Effective the signed final tentative agreement date, all permanent employees shall co-share fifteen percent (15%) of the premium cost of the dental benefits provided in this Article through a pre-tax payroll deduction. The co-share will not increase more than 3% annually.

The parties agree that employees who retire (or resign) at the end of the school year will be covered by Delta Dental and their current health insurance plan through September 30 of that year.

Healthcare Buyback: The parties agree that current eligible employees who opt out of the health insurance, will receive one thousand and five hundred (\$1500) dollars for a family plan or seven hundred and fifty dollars (\$750) for an individual plan.

Eligible employees who opt out of the dental plan will be compensated for a family plan of two hundred and fifty (250) dollars or one Hundred and twenty-five (125) dollars for an individual plan per contract year.

Vision Benefits: Upon ratification of the Tentative Agreement, each employee will receive \$150 per family member covered under the plan for eye glasses, frames and/or contact lenses per contract year.

6) (New) Article 4.3(a)(6)(g): The parties agree to the following language: Effective upon ratification of the Tentative Agreement, barring a Court Order to the contrary, any member whose spouse has coverage available through his or her employer must enroll in single coverage to maintain eligibility with the City plan service as a secondary payer. If the spouse's employer does not allow the spouse to enroll in his or her employer's plan until the open enrollment period, the spouse will remain on the City of Providence's health care plan until the open enrollment period when the spouse shall enroll in his or her employer's healthcare plan. The City will reimburse the employee for the cost of the

spouse's premium contribution with proper documentation. Failure to enroll for available coverage constitutes loss of eligibility.

- 7) Article 4.4 (Life Insurance): The parties agree that said section shall be amended to state: Each member of the bargaining unit shall be entitled to group life insurance coverage in the amount of \$25,000 paid for by the Employer.
- 8) Article 6.1. Classification Plan and Salary Schedule: The parties Agree that this Article shall be amended to provide the following:

The parties agree that all employees will receive a salary increase of 0% in year one of contract, 1 ¼ % in year two of contract and 3 % in year three of the contract.

9) Article 6.3:

The parties agree to amend Article 6.3 to incorporate the new longevity schedules set forth below:

Tier 1:

For employee hired on or before September 1, 2004

Years of Service	Annual Percentage Amount
1) 5 years but less than 10 years	5%
2) 10 years but less than 15 years	10%
3) 15 years but less than 20 years	15%
4) 20 years but less than 25 years	20%
5) 25 years or more	25%

Upon ratification of the Final Tentative Agreement, steps 4 & 5 in Tier 1 will be eliminated. However, whoever currently is in each level will remain in that level (grandfathered in).

Eight (8) members are one year away from level 5 in Tier 1 and will be granted level 5 in year two (2) of the contract, beginning September 1, 2016.

Fourteen (14) members are one year from level 4 in Tier 1 and will be granted level 4 in year two (2) of the contract, beginning September 1, 2016.

For employees hired after September 1, 2004

Years of Service	Annual Percentage Amount
7 years but less than 14 years	4%
14 years but less than 22 years	5%
22 years but less than 30 years	6%
30 years or more	7%

For employees hired after September 1, 2016

Years of Service	Annual Percentage Amount
7 years but less than 14 years	3%
14 years but less than 22 years	4%
22 years but less than 30 years	5%
30 years or more	6%

10)(New) Article 6XX: The parties agree to include a new provision in Article 6 which states as follows: All retirement payouts shall be paid as a lump sum in a check separate from the last pay check to be issued to the employee (i.e., not to be combined with the last pay check).

11) Article 7.2 (Filling of vacancies): The parties agree that Article 7.2 shall be amended as follows:

(a) Lateral positions:

- 1) A lateral position is defined as a job opportunity in the same group and title as the applicant/bidder.
- 2) For lateral job opportunities, the position shall be posted internally for a period of ten (10) calendar days.
- 3) Lateral transfers shall be awarded on a basis of seniority only.

(b) Other Job Opening positions:

- 1) Any promotional opportunities (including those in which an existing classification is upgraded due to increased responsibilities), summer positions, evening school positions, or any new positions other than

lateral transfer or those resulting from a lay-off shall be posted internally for a period of ten (10) days.

- 2) Positions shall be awarded on the basis of qualifications and ability as determined by the Employer.
  - 3) If more than one internal applicant is equally qualified, then seniority will be the determining factor.
- (c) Employees who are awarded positions pursuant to this section shall serve a trial/training period of thirty (30) working days, including any sick days that do not qualify for protection under the Rhode Island and Federal Family Medical Leave Acts. During said thirty (30) working day trial/training period, the filling of the former position of the successful applicant will be subject to the provisions of Article 7. During the thirty (30) working days trial/training, a review of the employee's 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, a meeting with the employee, the Employer and the Union shall be held within three (3) working days of the review. The purpose of this meeting will be to assist the employee in identifying areas in which his or her performance is in need of improvement.
- (d) Employees may apply for more than one posted position at a time. Once a successful applicant, accepts a position and begins the thirty (30) working day trial/training period he or she will not be eligible to select a different position.
- Should a successful applicant return to his or her former position because he or 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) working day trial/training period, the employer may select the next most qualified candidate from within the bargaining unit who applied for the position. In the event that there are no qualified candidates from within the bargaining unit, the Employer may fill the position from outside the bargaining unit.
- (e) 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.
- (f) Employees who desire to apply for vacancies pursuant to this Article shall do so via the Employer's electronic applicant tracking system. The



posting shall designate the job classification, the rate of pay of the job, hours and the location of the job.

- (g) Non-lateral positions shall be awarded within twenty (20) working days after the close of the posting, unless there are no qualified internal applicants. No application shall be considered as valid if it has been submitted outside the application period.
- (h) In the event there are no qualified applicants from within the bargaining unit, the position may be filled from outside the bargaining unit. If any position is not filled within six (6) months, the position will be re-posted.
- (i) The President of Local 1339 shall receive written notification by the Director of Human Resources or his or her designee as soon as the appointment had been made.
- (j) Whenever layoffs become necessary, the Employer may layoff. The Employer shall determine the number and classification of employees to be reduced, and employees shall be laid off on the basis of their seniority. Those with the least seniority in those classifications 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 that the employee must have the qualifications to perform the duties of the classification into which he or she seeks to bump. Notice of layoff shall be given two (2) weeks before any layoff occurs, during which time the bumping process will take place. Whenever it becomes necessary to increase the working forces in classifications which have been effected by layoffs, laid-off employees shall be recalled in the inverse order of their layoff before any new employees are hired into those classifications. Seniority shall be cumulative during the periods of layoff up to a maximum of two (2) years. Cumulative layoff during the term of this agreement shall not exceed nineteen (19%) percent of the bargaining unit as of the date of the first layoff occasion.

In exercising bumping rights, employees shall be required to bump into a position within their Classification Group in order to maintain their wage rate. If there is not a position within the Employee's Classification Group into which the employee may bump, the employee will not receive a 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 can bump. In situations where the employee bumps or is consolidated into a lower paid position without a reduction in pay, and a position becomes available in a higher

paid classification, the employee must apply for or agree to a transfer into that position in order to maintain his or her rate of pay. Employees who obtain a lower rated position as a result of bumping of consolidation shall only 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 or she bumps.

- 12) Article 7.6: The parties agree to remove this provision from the contract.
- 13) Article 8.4: Workload: The parties agree to revise the language to state:  
There shall be no permanent increase in workload by the performance of tasks outside the job description, 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 at the employee's rate of pay, regardless of the nature of the work.
- 14) Article 8.7: The parties agree to move this section to Article 9.3.
- 15) New Article 8.10 (language formerly included in Article 8.4): 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.
- 16) Article 9.4 (Inclement Weather): The parties agree that Article 9.4 shall be amended to state as follows: All employees shall respond to announcements on the radio, television, internet or other such technology utilized by the Providence School Department to announce schedule changes as a result of inclement weather or other exigencies. Twelve-month school based employees shall be required to report to work by 10:00 a.m. and school administration personnel by 8:30 a.m. on a day that school is closed due to inclement weather, unless otherwise notified by the Superintendent or his or her designee.
- 17) Article 10.1 (d): The parties agree to incorporate the Memorandum of Agreement pertaining to 10-month clerks' vacation schedule when they are awarded a 12-month position.

- 18) Article 10.2(a) Provision beginning: Recess periods shall be amended to reflect the following:

Winter Recess: Twelve (12) month employees will be required to work two (2) days a week during a ten (10) day recess period and will be compensated at his or her regular rate of pay for all ten (10) days.

April Recess: Twelve (12) month employees will be required to work two (2) days and will be paid for five (5) days at his or her regular rate of pay. Employees will have the option to work more than two (2) days. If an employee works more than two (2) days, the employee will be compensated at the rate of time and one-half (1 ½) for all the days worked that week.

President's Day week: The School Department has eliminated February recess as of the 2015 -2016 school year. Employees will work all the days school is in session and students are present during President's Day week and shall be compensated at his or her regular rate of pay for five (5) days.

Subsections (b), (c), & (d) will remain the same.

- 19) Article 11(f) (Premium Payments) will state: First preference to overtime work shall be given to the employee or employees, within the classification, who ordinarily and customarily perform(s) the work and said work will be distributed on a rotating seniority basis. In the event it becomes necessary that a specific job or assignment will extend beyond the employee's or employees' scheduled hours of work that day and that work will result in overtime, the employee or employees currently performing that job or assignment, shall have first preference to the overtime for that job or assignment. Second preference shall be given to any employee, within the same building, who is qualified to perform the job, subject to the seniority list for said building. Final preference shall be given to any employee in the bargaining unit, subject to the seniority list, who is qualified to perform the job.
- 20) Article 11(i): All employees who are called back to work after having left their place of work, shall receive a minimum of three (3) hours pay at the overtime rate or the actual time worked, if greater than three (3) hours.
- 21) Article 12.1(1) Full Pay Sick Leave: The parties agree to revise the language as follows:

The parties agree that employees will be allowed a maximum accrual of one hundred and eighty (180) days of sick time. One hundred and sixty (160) sick days will be utilized to calculate retirement pay-off. All employees shall accrue one and one-half (1 ½) days per month and any new hires after the ratification of this Agreement shall accrue one (1) day per month of sick time.

- 22) Article 12.2 (Half-Pay Sick Leave): The parties agree to eliminate this provision.
- 23) Article 12.12 (Leave without pay). The parties agree that the provision shall be amended as follows: 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. This 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 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. If an employee is on unpaid leave due to a disciplinary reason, the employee will cease to accrue paid leave during that time.
- 24) Article 12.15 Half-Day Leave. The parties agree the language will state: The Superintendent may grant leaves of absence to employees for two half days 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.
- 25) Article 24: Bi-Lingual Courses: The parties agree that Article 24 will be revised to state as follows:

Effective 2015-2016 school year and each year thereafter, bi-lingual language (as defined by the current ELL List) courses will be provided free of charge. These courses will be designed to make participants orally proficient in a second language needed for school-based conversations. A proficiency test will be given at the end of the course. Anyone passing the test (with or without

taking the course) will be granted a stipend of \$250.00 annually in a lump sum. Bargaining unit members who accept the stipend agree to use the conversational language in the course of their work-related duties. Bargaining unit members who do not initially pass the course will be allowed to retake the course if space is otherwise available.

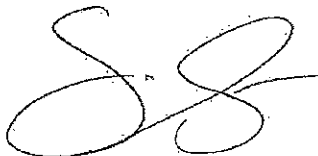
The Providence School Board will provide these courses annually with a maximum annual total administration cost of \$15,000. Within the above-stated budgetary maximum courses will be provided for up to fifty (50) people per year. Participation in the courses is in a voluntary basis. If more people wish to take the course than the slots offered, school-based clerical staff will be given first preference. If there are more school-based clerks than can be accommodated, clerks will be chosen based on seniority. Management will convene a group of providers of conversational language courses to define the curriculum and proficiency test and refresher courses as needed for these courses. The recommendations of the group will be presented to management and Union officials within sixty (60) days of the convening of the committee.

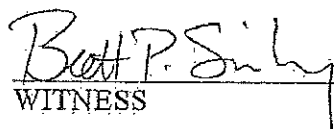
Initial payments will be provided in January for passing in first half of school year or initial payment in June for passing in second half of school year. Annual payments will occur thereafter in January of each year.

Nothing in this Article is intended to replace/substitute for the need of interpreters throughout the system.


This Tentative Agreement shall become effective upon ratification of the Union membership and the School Committee.

FOR THE CITY OF PROVIDENCE:

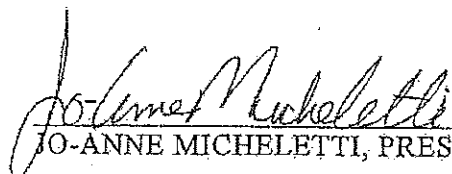
 3/14/16  
JORGE O. ELORZA, MAYOR

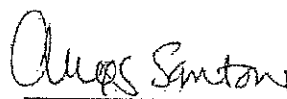
  
WITNESS

Approved as to Form and Correctness

  
Jeffrey M. Dana,  
City Solicitor

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

 3/17/2016  
JO-ANNE MICHELETTI, PRESIDENT

 3/17/2016  
WITNESS



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

April 1, 2016

Councilman John Igliazzi  
Chairman, Committee on Finance  
C/O City Clerk's Office  
Providence City Hall  
Providence, R.I. 02903

Dear Chairman Igliazzi:

For your consideration, presented herein is the fiscal note pertaining to the proposed amendments to the contract by and between the City of Providence, Rhode Island and Council 94, AFSCME, on behalf of Local 1339 for the period of September 1, 2015 to August 31, 2018. A tentative agreement was entered into on March 14, 2016, and has been submitted to the Providence City Council for ratification.

The City expects to realize a nearly expenditure neutral contract, with the savings generated in health care-coordination of benefits, elimination of a tier of longevity and an incorporation of a dental co-share.

These savings will near equal the wage increases of 1.75 percent in FY 17 (\$148,750) and 3.00 percent in FY 18 (\$255,000).

Please note that the amended contract modifies the terms of the existing contract which ended June 30, 2015.

This fiscal note is consistent with prior fiscal notes and reflects the fiscal impact on all city and school operations. The substantive changes in the contract can be categorized within the following three areas: changes to health benefits, changes to wages and other benefits, and efficiencies and/or management flexibility.

**Health Benefits**

- The union has agreed to the coordination of benefits, which is expected to save \$387,000 over the 3 year agreement. Further, this assumes that only two months of savings will be realized in fiscal year 2016.
- Plan design and co-shares remain largely the same for health care. There is an improved vision benefit included along with changes to the dental plan so that it mirrors benefits offered to other bargaining units. The enhanced vision benefit is expected to cost \$22,113 over the life of the contract.
- The Union has agreed to share in the cost of its dental insurance with a 15% co-share. This is expected to save \$72,563 over the life of the contract.

**Wages and Other Benefits**

- The City has agreed to a 1.75 percent salary increase effective July 1, 2016 which will cost \$148,750 and a subsequent increase of 3.0 percent in the final year of the contract, effective July 1, 2017, which will cost \$255,000 for a total increase in wages equaling \$552,500.

- The Agreement eliminates the top two steps of the longevity schedule for pre-2004 hires, which provided for a longevity benefit of 20% and 25%, respectively. Employees currently receiving longevity benefits will be held harmless; however, no other employees will receive this benefit. We estimate this will save the city \$37,000 over the life of the contract.
- The City has agreed to increase the life insurance benefit from \$15,000 to \$25,000. We estimate this will cost the city \$10,000 over the life of the contract.

**Efficiencies and Management Flexibility:**

- The City and Union agreed to alter the manner in which promotional positions are awarded. The agreement now provides that any promotional vacancy be awarded on the basis of qualification as determined by the employer. We do not anticipate savings but rather improved performance from this change.
- The agreement eliminates February Recess to coincide with the new school calendar. While difficult to estimate, savings will result from this change. Further, school operations will be able to function fully during the recess period as a result of this concession.

Please see a summary of the costs and savings associated with this contract attached and as contained in this fiscal note.

Furthermore, this tentative agreement does not contain any wage reopeners, parity clauses or raises or benefits accorded on the last day of the contract.

I am looking forward to discussing this fiscal note in further detail at your earliest convenience.

Respectfully submitted,



Brett P. Smiley  
Chief Operating Officer

CC:

Mayor Jorge O. Elorza  
President Luis A. Aponte  
Majority Leader Kevin E. Jackson  
Members of the City Council  
Tony Simon, Chief of Staff  
Lawrence J. Mancini, Finance Director  
James J. Lombardi, City Treasurer/Special Advisor to City Council  
Matthew M. Clarkin, Internal Auditor



LOCAL 1339 FISCAL NOTE  
SAVINGS / COSTS SUMMARY

	FY16	FY17	FY18	Life of Contract Total
Wage Increases - Percentage	-	1.75	3	
Wage Increases - Cost	\$ -	\$ 148,750.00	\$ 403,750.00	\$ 552,500.00
Dental Co-Share	\$ (8,062.50)	\$ (32,250.00)	\$ (32,250.00)	\$ (72,562.50)
\$150 Vision Rider	\$ 2,457.00	\$ -9,828.00	\$ 9,828.00	\$ 22,113.00
Coordination Of Benefits	\$ (29,833.33)	\$ (179,000.00)	\$ (179,000.00)	\$ (387,833.33)
Upgrades				\$ -
Increase In Life Insurance	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00
Freeze Longevity At 15% For Employees Prior To 9/1/04	\$ -	\$ -	\$ (37,000.00)	\$ (37,000.00)
Total	\$ (35,438.83)	\$ (42,672.00)	\$ 165,328.00	\$ 87,217.17

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, 2015 - AUGUST 31, 2018**

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## AGREEMENT

This Agreement is entered into this 1<sup>st</sup> day of September, 2015, 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.

(a) 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. Effective May 1, 2000 such withholdings are to be transmitted by the Employer by check at intervals of no greater length than thirty-one (31) days made to the order of "AFSCME Council 94, 1179 Charles Street, North Providence, Rhode Island," and accompanied by a list of employees who have paid the said amount described above.

(b) Upon receipt of voluntary written authorization from any employee covered by this agreement on forms provided by the Union, the Employer shall deduct from the pay of such employees the PEOPLE contributions authorized by the employee and forward said deduction to the Union. Deductions shall not be coupled with Union dues and shall be forwarded separately.

#### 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.

(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.

(d) Secretaries/Clerks within the department where an emergency temporary reassignment occurs shall be utilized for no more than thirty (30) work days.

## 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. Said employees shall receive seven (7) days' notice prior to the effective date of the transfer. 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 or her salary step and the comparable salary step of the position to which he or she is transferred and shall be effective upon transfer.

### 3.3 Employee Training

A. Employees who are awarded a new position through the bidding or promotional process under Article 7 of this Agreement will receive basic instruction/orientation in the specific aspects of the day-to-day functioning of the awarded position. This instruction/orientation, which will be provided during the first week of the probationary period, will not be considered, nor is the School Board required to provide training in those skills necessary for the job to be performed and the bid/promotion to have been awarded.

B. The School Board agrees to provide on-the-job/in-service training for employees who are classified as "probationary" as that term is defined in Article 2.1 (b). Depending on the probationary employee's skill level and ability, as well as the particular position that the probationary employee occupies, on-the-job/in-service training under this Section 6. 11, will be offered/made available as necessary and/or appropriate in areas/functions such as: payroll; requisition and purchase ordering; enrollment and transfer forms/duties; transportation; PR, health cards and tracer cards; OCR reports; CRO cards; Excel, PowerPoint and spreadsheets.

C. The City of Providence supports and agrees to offer and pay for continuing professional development and in-service training for current employees in all classifications to increase, improve, upgrade and/or maintain necessary work skills. The City of Providence shall offer Professional Development opportunities for employees for a total of eight (8) hours to be taken during non-work time in the contractual year.

The committee's recommendations for the subsequent school year will be presented to the Union and the City of Providence no later than May 1<sup>st</sup> of each year.

D. In order to implement the employee training initiative as set forth above, the School Board and the Union agree to establish a joint committee with the purpose of recommending a comprehensive program of professional development, in-service and on-the-job training that satisfies the above identified goals of assisting bargaining unit employees in maintaining and improving their work skills. The committee's recommendations will be presented to the Union and the School Department within six (6) months of the formation of the committee.

## 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 unhealthy situation in violation of acceptable safety rules, the matter shall be considered immediately by his/her 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. For purposes of this section, the designee of the Superintendent shall be identified at the beginning of each school year.

### 4.3 - Health Insurance.

(a)(1) All employees covered under this Agreement shall be provided with the following health insurance program, individual or family coverage,

#### COVERAGE LEVELS:

In network - Full coverage from a broad network of hospitals, PCP'S, and specialists. Members will not be billed for charges beyond Blue Cross allowance. The network shall be equivalent to the Blue Cross Coast-to-Coast Network existing at the time of the execution of this Agreement.

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

PARTICIPATING PROVIDERS: Includes the broad-based BC/BS RI 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: \$50.00 per use with an annual cap of \$100 per individual - \$300 per family;

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 26 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 - \$15 co-payment (\$20 allergist & dermatologist).

#### VISION:

##### Eye Exams:

\$10 co-payment for one (1) routine exam per year at participating City Blue providers.

\$20 co-payment for one (1) routine exam per year at participating Classic Blue providers.

Prescription lenses of any type with an allowance of up to \$18 once during a twelve (12) month period. Lenses of any type include contact lenses prescribed in the same manner as glasses.

##### Hardware:

\$150 per member or beneficiary covered under the plan for eye glasses, frames and/or contact lenses per contract year.

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: \$20 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.

(a)(2) The Employer shall provide all permanent employees hired on or after January 1, 2005 and who are covered by this agreement and their eligible family members with health care coverage as follows:

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

(a)(3) All permanent employees 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:

Employees with annual base wages of \$50,000.00 or more shall co-share in the cost of healthcare insurance benefits provided in this Article by the payment of 20% of the negotiated

working rate. Employees with annual base wages that are less than \$50,000.00 shall co-share in the cost of healthcare insurance benefits provided in this Article by the payment of 15% of the negotiated working rate.

(a)(4) It is acknowledged that the premium/working rate for the purpose of computing the employee co-payment shall be as determined by a consultant selected by the parties and shall not increase by more than 9.5% annually.

(a)(5) Barring a Court Order to the contrary, any member whose spouse has coverage available through his or her employer must enroll in single coverage to maintain eligibility with the City plan service as a secondary payer. If the spouse's employer does not allow the spouse to enroll in his or her employer's plan until the open enrollment period, the spouse will remain on the City of Providence's health care plan until the open enrollment period when the spouse shall enroll in his or her employer's healthcare plan. The City will reimburse the employee for the cost of the spouse's premium contribution with proper documentation. Failure to enroll for available coverage constitutes loss of eligibility.

\* Rhode Island Blue Cross/Blue Shield BlueCHIP Plan 15 as modified by the parties includes some modifications from the date of implementation. See the Health Care Addendum.

(a)(6) PRESCRIPTION CARE

Prescription care will be provided by the Employer, at a level as contained in the Plan documents. The parties agree the Prescription Drug Rider shall be \$5 generic / \$15 brand name deductible with a cap of \$600.

(a)(7) The Board, in conjunction with the City of Providence Administration, will prepare a request for proposal that will specify medical coverage substantially equivalent to that provided by existing coverage. If the parties are unable to agree that the medical coverage is substantially 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.

(a)(8) 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.

(a)(9) Healthcare Buyback: Current eligible employees who opt out of the health insurance, will receive one thousand and five hundred (\$1500) dollars for a family plan or seven hundred and fifty dollars (\$750) for an individual plan.

(a)(10) DENTAL PLAN

(a)(10)(a) The employer will provide the following dental coverage either individual or family for all members of the bargaining unit. Said dental plan shall be equivalent to the one that

existed on the effective date of this Agreement consistent with the Local 1033's plan, the summary of the plan is attached hereto.

(a)(10)(b) Unmarried, dependent children up to age 26 are covered.

(a)(10)(c) Effective the signed final tentative agreement date, all permanent employees shall co-share fifteen percent (15%) of the premium cost of the dental benefits provided in this Article through a pre-tax payroll deduction. The co-share will not increase more than 3% annually.

(a)(10)(d) The parties agree that employees who retire (or resign) at the end of the school year will be covered by Delta Dental and their current health insurance plan through September 30 of that year.

(a)(10)(e) Prior to the renewal of the Dental Care 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.

(a)(10)(f) Eligible employees who opt out of the dental plan will be compensated for a family plan of two hundred and fifty dollars (\$250.00) or one hundred and twenty-five dollars (\$125.00) for an individual plan per contract year.

#### 4.4 Retirees benefits

(a) 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

(b) 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.

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

Vision Care (does not include coverage for hardware e.g. glasses or contacts)  
Prescription Drug Rider with \$2.00 Deductible  
Organ Transplant Rider

(d) Retirees may purchase dental coverage as an option upon retirement. The option to purchase dental coverage and/or additional medical coverage must be taken when the retiree gives notice of retirement.

(e) The Employer shall furnish health care coverage as set forth in 4.3(a)(1) 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.

(f) The premium payments of the above described coverage for active employees shall be borne solely by the employer through February 28, 2005 and for all retirees who retire prior to April 1, 2005.

(g) Individuals retiring on or after April 1, 2005 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.

(h) 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.

(i) 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.



(j) Effective September 1, 2009, new employees shall no longer receive Retiree Post Medicare health benefits paid for by the employer but the employer shall allow said employees to purchase Post Medicare eligible healthcare at the retirees cost and at the employer's group rate. Said employee shall be required to participate in a Deferred Compensation Plan at the rate of \$0.05 per hour with the fund being used for said retiree Post Medicare healthcare.

4.5 - Life Insurance. Each member of the bargaining unit shall be entitled to group life insurance coverage in the amount of \$25,000 paid for by the Employer.

4.6 - 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.

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

4.8 - 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.

4.9 - 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.

4.10 - 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.

There will not be a wage increase for employees in year one of the contract, September 1, 2015 – August 31, 2016.

Effective September 1, 2016 – an amount equal to an across-the-board wage increase for all bargaining unit employees of one and three fourths percent (1 ¾ %), over the August 31, 2016 rate.

Effective September 1, 2017 – an amount equal to an across-the-board wage increase for all bargaining unit employees of three percent (3%), over the August 31, 2017 rate.

(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. The Union shall then meet with the Employer to review job descriptions and make changes if needed. If the Union feels that the description does not accurately portray the duties of the job, it may be grieved.

6.2 - Changes in Classification and Salary Schedule. The Employer agrees to review with the Union any and all changes that 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.

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

Tier 1:

For employee hired on or before September 1, 2004:

Years of Service	Annual Percentage Amount
1) 5 years but less than 10 years	5%
2) 10 years but less than 15 years	10%
3) 15 years but less than 20 years	15%
4) 20 years but less than 25 years	20%
5) 25 years or more	25%

Upon ratification of the Final Tentative Agreement, steps 4 & 5 in Tier 1 will be eliminated. However, any employee currently in step 4 or 5 will remain in that level (grandfathered in), but shall not advance further.

Notwithstanding the above, the eight (8) bargaining unit members who are one year away from reaching level 5 in Tier 1 and will be granted level 5 in year two (2) of the contract, beginning September 1, 2016.

Notwithstanding the above, the fourteen (14) bargaining unit members who are one year from level 4 in Tier 1 and will be granted level 4 in year two (2) of the contract, beginning September 1, 2016.

For employees hired after September 1, 2004:

Years of Service	Annual Percentage Amount
7 years but less than 14 years	4%
14 years but less than 22 years	5%
22 years but less than 30 years	6%
30 years or more	7%

For employees hired after September 1, 2016:

Years of Service	Annual Percentage Amount
7 years but less than 14 years	3%
14 years but less than 22 years	4%
22 years but less than 30 years	5%
30 years or more	6%

6.4 - 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.

6.5 - Ten month employees who work summer or federal positions in the School Department shall receive their regular rate of daily pay per hour.

In the event a school which follows a non-traditional schedule (i.e., Evening School) is created by the School Board, all clerical work will be performed by Local 1339 members, either hourly at the daily rate of pay or if the alternate schedule is at least the length of a full school day, the clerical position shall be equal to the rate of a Secretary to Principal and shall be filled in accordance with Article 7 of this Agreement. Compensation shall be in accordance with Appendix B of the contract. All provisions of the clerical contract shall remain in full force at the Providence Evening School.

6.6 - 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 pursuant to Article 7.2(b) shall be immediately placed at the appropriate salary step of the new position.

#### 6.7 - 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 the beginning of the school year to June 30. During said work year, the Employer shall schedule 185 workdays, exclusive of holidays and recess periods. Effective with beginning of the 2005-2006 and the 2006-2007 school years, the Employer shall schedule 187 work days (consisting of the 180-day student school year, the Teachers' Orientation Day prior to the start of the school year, and six other work days to be scheduled by the supervisor) exclusive of holidays and recess periods.

An appropriate pay adjustment will be made for the work schedules with workdays in excess of 185 days.

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 one guidance clerk at each 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 guidance clerks at an identified high school, the twelve month position

shall be the senior guidance 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:

For purposes of work assignments during the period of time when school is not in session (July and August), twelve month elementary and middle school clerks and the guidance clerks at each high school 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.

(d) All Union personnel who work during July and August when school is not in session will be required to sign in when first coming on duty and whenever going off duty by faxing the time sheet at the end of their work day to the main administrative office.

6.8 All clerical employees who work in the schools will take their vacation during recesses, summer break, and other times if approved by the School Principals.

6.9 All retirement payouts shall be paid as a lump sum in a check separate from the last pay check to be issued to the employee (i.e., not to be combined with the last pay check).

## ARTICLE 7 PROMOTIONS AND TRANSFERS

7.1 (a) - 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) Lateral positions:

- 1) A lateral position is defined as a job opportunity in the same group and title as the applicant/bidder.
- 2) For lateral job opportunities, the position shall be posted internally for a period of ten (10) calendar days.
- 3) Lateral transfers shall be awarded on a basis of seniority only.

(b) Other Job Opening positions:

- 1) Any promotional opportunities (including those in which an existing classification is upgraded due to increased responsibilities), summer positions, evening school positions, or any new positions other than lateral transfer or those resulting from a lay-off shall be posted internally for a period of ten (10) days.
  - 2) Positions shall be awarded on the basis of qualifications and ability as determined by the Employer.
  - 3) If more than one internal applicant is equally qualified, then seniority will be the determining factor.
- (c) Employees who are awarded positions pursuant to this section shall serve a trial/training period of thirty (30) working days, including any sick days that do not qualify for protection under the Rhode Island and Federal Family Medical Leave Acts. During said thirty (30) working day trial/training period, the filling of the former position of the successful applicant will be subject to the provisions of Article 7. During the thirty (30) working days trial/training, a review of the employee's 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, a meeting with the employee, the Employer and the Union shall be held within three (3) working days of the review. The purpose of this meeting will be to assist the employee in identifying areas in which his or her performance is in need of improvement.
- (d) Employees may apply for more than one posted position at a time. Once a successful applicant, accepts a position and begins the thirty (30) working day trial/training period he or she will not be eligible to select a different position.
- Should a successful applicant return to his or her former position because he or 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) working day trial/training period, the employer may select the next most qualified candidate from within the bargaining unit who applied for the position. In the event that there are no qualified candidates from within the bargaining unit, the Employer may fill the position from outside the bargaining unit.
- (e) 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.

- (f) Employees who desire to apply for vacancies pursuant to this Article shall do so via the Employer's electronic applicant tracking system. The posting shall designate the job classification, the rate of pay of the job, hours and the location of the job.
- (g) Non-lateral positions shall be awarded within twenty (20) working days after the close of the posting, unless there are no qualified internal applicants. No application shall be considered as valid if it has been submitted outside the application period.
- (h) In the event there are no qualified applicants from within the bargaining unit, the position may be filled from outside the bargaining unit. If any position is not filled within six (6) months, the position will be re-posted.
- (i) The President of Local 1339 shall receive written notification by the Director of Human Resources or his or her designee as soon as the appointment had been made.
- (j) Whenever layoffs become necessary, the Employer may layoff. The Employer shall determine the number and classification of employees to be reduced, and employees shall be laid off on the basis of their seniority. Those with the least seniority in those classifications 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 that the employee must have the qualifications to perform the duties of the classification into which he or she seeks to bump. Notice of layoff shall be given two (2) weeks before any layoff occurs, during which time the bumping process will take place. Whenever it becomes necessary to increase the working forces in classifications which have been effected by layoffs, laid-off employees shall be recalled in the inverse order of their layoff before any new employees are hired into those classifications. Seniority shall be cumulative during the periods of layoff up to a maximum of two (2) years. Cumulative layoff during the term of this agreement shall not exceed nineteen (19%) percent of the bargaining unit as of the date of the first layoff occasion.

In exercising bumping rights, employees shall be required to bump into a position within their Classification Group in order to maintain their wage rate. If there is not a position within the Employee's Classification Group into which the employee may bump, the employee will not receive a 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 can bump. In situations where the employee bumps or is consolidated into a lower paid position without a reduction in pay, and a position becomes available in a higher paid classification, the employee must apply for or agree to a transfer into that position in order to maintain his or her rate of pay. Employees who obtain a



lower rated position as a result of bumping of consolidation shall only 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 or she bumps.

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. The Employer shall maintain a Recall list of Employees for two (2) years.

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 two (2) 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 - 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 by the performance of tasks outside the job description, 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 at the employee's rate of pay, regardless of the nature of the work.

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 - 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.

8.8 - 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

8.9 - 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.

## 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. The City may stagger the starting time as set forth in the job posting. Notwithstanding the foregoing, this section shall not conflict with the total weekly hours as set forth in Article 9.2

9.2 - When School is Not in Session.

When school is not in session, a normal work day shall consist of seven and one-half (7 1/2) 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.

(c) Permission to Leave Building. Employees shall be permitted to leave their buildings during lunch hour and rest periods.

9.4 - Inclement Weather. All employees shall respond to announcements on the radio, television, internet or other such technology utilized by the Providence School Department to announce schedule changes as a result of inclement weather or other exigencies. Twelve-month school based employees shall be required to report to work by 10:00 a.m. and school administration personnel by 8:30 a.m. on a day that school is closed due to inclement weather, unless otherwise notified by the Superintendent or his or her designee.

ARTICLE 10  
VACATIONS AND HOLIDAYS

10.1 - Vacations.

(a) Twelve-month employee's credit shall accrue at the rate of two (2) working days per month, accruable to a maximum of fifty-five (55) working days. Days may accrue beyond the fifty-five (55) days during the contract year, but said days cannot exceed fifty-five (55) days as of August 31<sup>st</sup> of each contractual year, except in the event the Employer prevents the employee from taking said excess vacation time during the calendar year. Vacation payout may never exceed fifty-five (55) 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.

(d) Effective for employees hired on or after November 8, 2002

Section 1. Any employee who has been in the employ of the Employer for more than six (6) months in the aggregate shall receive one (1) week's vacation leave with pay.

Section 2. Any employee who has completed one (1) year of employment shall be granted two (2) weeks' annual vacation leave each calendar year with pay.

Section 3. Any employee who has completed five (5) years of employment shall be granted three (3) weeks' annual vacation leave each calendar year with pay.

Section 4. Any employee who has completed ten (10) years of employment shall be granted four (4) weeks' annual vacation leave each calendar year with pay.

Section 5. Any employee who has completed fifteen (15) years of employment shall be granted twenty-four (24) days annual vacation leave each calendar year with pay.

(e) Ten (10) month clerks, who are awarded a twelve (12) month position shall have their service prorated for purposes of calculating annual vacation accrual. See Appendix E..

## 10.2 - Holidays.

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

### Holidays:

Labor Day	New Year's Day
Columbus Day	Martin Luther King, Jr.'s Birthday
Election days on which all schools are closed	Presidents' Day
Veterans' Day	Good Friday
Thanksgiving Day	Memorial Day
Thanksgiving Friday	Fourth of July - 12-month employees only
Christmas Day	Victory Day - 12-month employees only

### Primary Day\*

\*In the event that all schools are closed due to Primary Election Day, 12 month Clerks shall receive a Personal day, which must be discharged by the end of the contract year.

### Recess:

Educational Advancement Day (if it appears in school calendar).

Winter Recess: Twelve (12) month employees will be required to work two (2) days a week during a ten (10) day recess period and will be compensated at his or her regular rate of pay for all ten (10) days.

April Recess: Twelve (12) month employees will be required to work two (2) days and will be paid for five (5) days at his or her regular rate of pay. Employees will have the option to work more than two (2) days. If an employee works more than two (2) days, the employee will be compensated at the rate of time and one-half (1 ½) for all the days worked that week.

President's Day week: The School Department has eliminated February recess as of the 2015 -2016 school year. Employees will work all the days school is in session and students are present during President's Day week and shall be compensated at his or her regular rate of pay for five (5) days.

(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) First preference to overtime work shall be given to the employee or employees, within the classification, who ordinarily and customarily perform(s) the work and said work will be distributed on a rotating seniority basis. In the event it becomes necessary that a specific job or assignment will extend beyond the employee's or employees' scheduled hours of work that day and that work will result in overtime, the employee or employees currently performing that job or assignment, shall have first preference to the overtime for that job or assignment. Second preference shall be given to any employee, within the same building, who is qualified to perform the job, subject to the seniority list for said building. Final preference shall be given to any employee in the bargaining unit, subject to the seniority list, who is qualified to perform the job.

(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.

(i) All employees who are called back to work after having left their place of work, shall receive a minimum of three (3) hours pay at the overtime rate or the actual time worked, if greater than three (3) hours.

## ARTICLE 12 LEAVE

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

(a) Full Pay Leave: All employees shall accrue one and one-half (1 ½) days per month and any new hires after the ratification of this Agreement shall accrue one (1) day per month of sick time. They shall be credited with an sick days of each year, added to any accumulated balance provided.

(b) The maximum accumulative accrual shall be one-hundred eighty (180) 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. One-hundred sixty (160) accrued sick days will be utilized to calculate retirement pay-out

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.

Ten-month employees who bid on and are awarded summer assignments shall be eligible for sick pay and bereavement benefits, but not sick pay accrual, in accordance with this agreement, with the understanding that an employee may receive pay for no more than five (5) sick days during a summer assignment, and, in the event of a long-term absence, may be replaced in the assignment by the next most senior applicant who will accept the assignment.

(c) Employees who retire and receive retirement benefits after September 1, 2000 under the City of Providence Retirement System shall upon retirement be entitled to a lump sum payment equal to twenty percent (20%) of the value of unused sick leave accumulated to their date of retirement. A maximum of one-hundred sixty (160) accrued sick days will be utilized to calculate retirement pay-out

12.2 - Termination of Sick Leave Allowance. In each case of absence for illness in excess of four (4) 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.

12.3 - Sick leave shall be granted for the attendance upon members of the family within the household of the employee, whose illness requires that care of such employee, provided that not more than seven (7) working days with pay shall be granted to employees for this purpose in any one calendar year. Said days shall be discharged in accordance with Article 12.

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, Reserve Forces or National Guard 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 in the United States Military, Reserve or National Guard are required by the appropriate authorities to participate in training activities or in active duty as a part of the State Military Force or special duty as a part of the Federal Military Force, shall be granted military training leave with pay not to exceed twenty (20) days in any one calendar year, 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, spouse, child, step-child, step-father, step-mother, step-brother, step-sister, or step-child regardless of where the deceased resided or any other person with whom the employee may then be living; and



Such employee may be absent for three (3) consecutive work days without loss of pay due to the death of his/her own grandparent, 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

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; grandparents of spouse; and

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

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. This 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 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. If an employee is on unpaid leave due to a disciplinary reason, the employee will cease to accrue paid leave during that time.

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-Day Leave. The parties agree the language will state: The Superintendent may grant leaves of absence to employees for two half days 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 Human Resource Administrator 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 Human Resource Administrator 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 Human Resource Administrator 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 Human Resource Administrator 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. Initial minor infractions, irregularities or deficiencies shall be privately brought to the attention of the employee. The School Administration has a right to keep a written record if it so desires of these minor infractions, irregularities or deficiencies.

#### 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

Employees shall receive compensation either through direct deposit or a debit card on a bi-weekly basis.

#### 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 TUITION REIMBURSEMENT

The School Department shall reimburse employees who take job related courses at an accredited institution. The employees must receive a passing grade and the Providence School Department shall reimburse employees for the cost of the course, registration fees and books upon furnishing evidence of satisfactory completion of the course.

The School Department shall also reimburse employees who attend job related seminars or programs.

1. The maximum of \$5,000 per year for the entire bargaining unit will be allowed for this benefit (i.e. reimbursement for job related courses, seminars and/or programs).

2. The benefit will be first come first serve and by rotation afterwards.

#### ARTICLE 23 ANNUAL EVALUATION

1. The parties agree that the Providence School Department has the right to an annual evaluation of employees.

2. The evaluation shall be confidential and shared with the individual employee for the main purpose of evaluating and improving performance.

3. Such evaluations will be done in a fair and equitable manner.

4. Evaluations and responses thereto shall be made part of the employee's personnel file. Employees will sign the evaluation as a matter of record of notification only and are entitled to respond in writing if so desired. They also have the right to appeal any evaluation if they believe there is bias or an unfair conclusion made by such report. Such appeal will first be made with the author of the report and then to the Superintendent and/or designee, and the decision of the Superintendent is final. At each level of appeal, modifications can be made in the evaluation if so determined necessary and correct.

5. Annual employee evaluations cannot be used for disciplinary purposes or presented in any grievance or arbitration hearing except where the employee has raised the issue of the evaluation or portion of it as part of his/her defense or proposes to introduce the evaluation in evidence.

#### ARTICLE 24 BI-LINGUAL COURSES

1) Bi-Lingual Courses: The parties agree that Article 24 will be revised to state as follows:

Effective 2015-2016 school year and each year thereafter, bi-lingual language (as defined by the current ELL List) courses will be provided free of charge. These courses will be designed to make participants orally proficient in a second language needed for school-based conversations. A proficiency test will be given at the end of the course. Anyone passing the test (with or without taking the course) will be granted a stipend of \$250.00 annually in a lump sum. Bargaining unit members who accept the stipend agree to use the conversational language in the course of their work-

related duties. Bargaining unit members who do not initially pass the course will be allowed to retake the course if space is otherwise available.

The Providence School Board will provide these courses annually with a maximum annual total administration cost of \$15,000. Within the above-stated budgetary maximum courses will be provided for up to fifty (50) people per year. Participation in the courses is in a voluntary basis. If more people wish to take the course than the slots offered, school-based clerical staff will be given first preference. If there are more school-based clerks than can be accommodated, clerks will be chosen based on seniority. Management will convene a group of providers of conversational language courses to define the curriculum and proficiency test and refresher courses as needed for these courses. The recommendations of the group will be presented to management and Union officials within sixty (60) days of the convening of the committee.

Initial payments will be provided in January for passing in first half of school year or initial payment in June for passing in second half of school year. Annual payments will occur thereafter in January of each year.

Nothing in this Article is intended to replace/substitute for the need of interpreters throughout the system.

#### ARTICLE 25 DURATION OF AGREEMENT

The parties agree that this Agreement shall be effective from September 1, 2015 and shall continue without change through August 31, 2018.

Further, this Agreement shall become effective upon the execution thereof by the parties and shall terminate on August 31, 2018 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, 2018.

FOR THE CITY OF PROVIDENCE

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

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
JO-ANNE MICHELETTI, PRESIDENT

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_  
CITY SOLICITOR