

THE CITY OF PROVIDENCE  
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

# RESOLUTION OF THE CITY COUNCIL

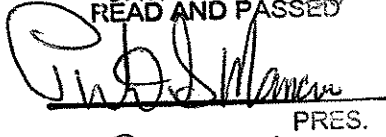
No. 38

Approved February 6, 2009

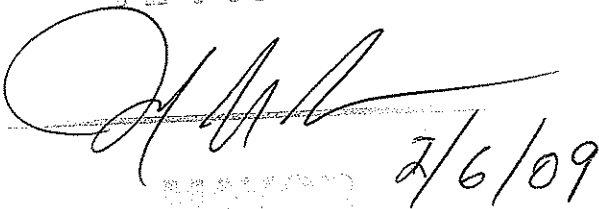
RESOLVED, That the accompanying copy of the Collective Bargaining Agreement by and between the Providence School Board and the Rhode Island Laborers' District Council on behalf of Public Employees' Local Union 1033 of the Laborers' International Union of North America, Effective July 1, 2008 through June 30, 2011, (Bus Monitors), is hereby approved and ratified by the Providence City Council.

IN CITY COUNCIL

JAN 27 2009  
READ AND PASSED

  
PRES.

  
CLERK

  
2/6/09

# AGREEMENT

by and between the  
PROVIDENCE SCHOOL BOARD



and the  
RHODE ISLAND LABORERS' DISTRICT COUNCIL

on behalf of  
PUBLIC EMPLOYEES' LOCAL UNION 1033



of the  
LABORERS' INTERNATIONAL UNION  
OF NORTH AMERICA

Effective: July 1, 2008 through June 30, 2011

Bus Monitors

# TABLE OF CONTENTS

ARTICLE		PAGE
I	PERSONS COVERED BY THIS AGREEMENT	1
II	UNION SECURITY	2
III	NON-DISCRIMINATION, MEETINGS, AND MAILINGS	4
IV	SENIORITY	4
V	IN-SERVICE TRAINING	5
VI	JOB SECURITY AND VACANCIES	6
VII	WORKDAY	6
VIII	HOLIDAYS/RECESS PERIODS	7
IX	SICK LEAVE	8
X	BEREAVEMENT LEAVE	10
XI	JURY DUTY	11
XII	HEALTH & DENTAL COVERAGE AND INSURANCE	11
XIII	GRIEVANCE PROCEDURE	20
XIV	SALARIES/LONGEVITY PAY	22
XV	UNION BENEFITS TRUST FUNDS	23
XVI	MANAGEMENT RIGHTS	24
XVII	NO STRIKE - NO LOCKOUT	25
XVIII	MISCELLANEOUS	25
XIX	SEVERABILITY	27
XX	COMPLETE AGREEMENT	27
XXI	DURATION OF AGREEMENT	27
APPENDIX A	EMERGENCY SICK LEAVE BANK	29
EXHIBIT A	PAC PARTICIPATION FORM	32
ADDENDUM A	LOCAL UNION 1033 HMO PLAN	33

## AGREEMENT

AGREEMENT made effective the \_\_\_\_\_ day of November, 2008 by and between the PROVIDENCE SCHOOL BOARD, hereinafter referred to as "Employer", and the RHODE ISLAND LABORERS' DISTRICT COUNCIL on behalf of Local Union 1033 of the LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO, hereinafter referred to as the "Union".

WITNESSETH

### ARTICLE I PERSONS COVERED BY THIS AGREEMENT

Section 1. (A) The Employer hereby recognizes and acknowledges that the Union is the exclusive representative of, and this Agreement shall apply only to, permanent bus monitors employed by the Employer excluding all other employees. The parties acknowledge that part-time non permanent bus monitors are not covered by this Agreement and enjoy no rights or privileges afforded hereunder.

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

Section 2. This provision and the terms of this Agreement shall be construed in a manner consistent with the Certification issued in Case No. EE-3397 by the Rhode Island State Labor Relations Board on December 26, 1986, and the Recognition Agreement entered into by the parties on December 19, 1986, which was incorporated into and made a part of the aforesaid Certification.

Section 3. Definition of Employee. (A) The term "full-time permanent bus monitor" shall mean one who is employed to work in that capacity on a schedule of twenty (20) hours or more per

week. The term "part-time permanent bus monitor" shall mean one who is employed to work in that capacity on a schedule of less than twenty (20) hours per week.

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

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

(D) It is understood and agreed by the parties that part-time bus monitors, teachers' assistants, and employees in other classifications may perform work identical to the work performed by full-time bus monitors, and that nothing in this Agreement shall be construed to restrict the right of the Employer to assign such employee in other classifications to work which is similar or identical to that performed by full-time bus monitors.

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

## ARTICLE II UNION SECURITY

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

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

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

Section 3. Union Security.

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

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

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

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

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

ARTICLE III  
NON-DISCRIMINATION, MEETINGS, AND MAILINGS

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

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

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

ARTICLE IV  
SENIORITY

Section 1. Definition. Seniority shall be defined as the total length of service to the Providence School Department as a permanent bus monitor. It is understood that it is the employee's responsibility to advise the Human Resources Department of his/her current address and telephone number. The Employer shall forward a seniority list to the Union, by Department, on an annual basis no later than October 31 of each year so that the Union may review said list and respond with acceptance or correction within 45 days. Disputes regarding seniority shall be processed through Expedited Arbitration.

Section 2. Layoffs.

Following the exhaustion of the Employer's best effort to address the issue of lack of work or lack of funding by reassignment, the Employer shall seek volunteers for layoff. If a sufficient number of employees do not volunteer for layoff,

the Employer may layoff employees by inverse total employment seniority, i.e. last employee hired shall be the first employee laid off, the number of which can not exceed ten (10%) percent of the bargaining unit workforce. All substitute employees shall be laid off prior to affecting permanent bargaining unit employees. All affected employees shall receive a two-week notice prior to implementing a layoff or pay in lieu of notice. Additionally, all affected employees shall be placed on a reemployment list for a twenty-four (24) month period and recalled in the inverse order of layoff. Union Stewards shall be considered senior in service for layoff purposes only.

### Section 3. Break in Seniority.

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

- (A) Discharge of an employee for just cause;
- (B) Voluntary termination of an employee's employment;
- (C) An employee's exceeding an authorized leave of absence;
- (D) An employee's failure to respond to a recall notice;
- (E) An employee's engaging in other work without authorization while on leave of absence;
- (F) When an employee has been on lay-off status for a continuous period of two (2) years.

## ARTICLE V IN-SERVICE TRAINING

Section 1. All new employees shall be required to attend pre-service training scheduled by the employer and all employees shall be required to attend in-service training programs as scheduled by the employer. Time spent during such training shall be considered hours worked under this Agreement.



ARTICLE VI  
JOB SECURITY & VACANCIES

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

Section 1. Notice of vacancies in said positions shall be posted at the work site (i.e. bus yard) and mailed to the Union within two (2) days of such postings.

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

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

Section 3. Bargaining unit employees who apply for such positions shall have preference, in the order of their seniority, in filling such positions, prior to the hiring of outside applicants.

Section 4. Filling Vacancies. Unless otherwise agreed to by the parties, any posted vacancy shall be filled no later than either forty-five (45) days from the date of posting, or upon the expiration of the retiring employee's vacation leave, whichever is greater.

ARTICLE VII  
WORKDAY

Section 1. An employee's workday will not exceed a total of eight (8) hours scheduled at the employer's discretion at any time or times between 6:30 A.M. and 5:30 P.M. and shall be inclusive of a thirty (30) minute lunch period and a twenty (20) minute rest period as scheduled by the employer.

Section 2. Employees will be required to punch their time cards both at the beginning and end of each period of continuous work.

Section 3. Employees covered by this Agreement who work more than eight (8) hours per workday or who work or are

credited with more than forty (40) hours per week shall receive overtime wages at the rate of 150% of their regular wages, for all such hours worked or credited.

Section 4. Employees covered by this Agreement may, at the discretion of the Director of Human Resources be granted up to two (2) personal days with pay, per year, for the purpose of attending to personal business that cannot be accomplished during non-working hours.

Section 5. The supervisor of pupil transportation and/or the route foreman shall assign and direct bus monitors.

#### ARTICLE VIII HOLIDAYS/RECESS PERIODS

Section 1. (A) Employees covered by this Agreement shall be entitled to the following paid holidays:

Columbus Day	Christmas Day
Election Day	New Year's Day
Veteran's Day	Martin Luther King, Jr. Day
Thanksgiving Day	Thanksgiving Friday
Presidents' Day	Good Friday
Memorial Day	

(B) Additionally, employees assigned to work beyond the normal school year, shall receive the following additional paid holidays providing said holidays fall within an assigned workweek; 4<sup>th</sup> of July, Victory Day and Labor Day.

Section 2. If a holiday occurs on a Saturday or Sunday, the employer has a choice of declaring the preceding Friday or the following Monday a holiday or paying employees holiday pay for the holiday which falls on the weekend.

Section 3. In order to be eligible for holiday pay, an employee must work all of his/her regularly scheduled hours both on the employee's last scheduled workday preceding the holiday and the employees first scheduled workday following the holiday, unless the employee is on paid leave.

Section 4. (A) Bus Monitors who have completed at least one year of service but less than five (5) years of service shall receive five (5) days leave with pay to be taken during the period of school recess. Bus Monitors who have completed

five (5) or more years of service shall receive ten (10) days leave with pay to be taken during the period of school recess.

(B) Bus Monitors shall apply to the Supervisor of Pupil Transportation for the dates in which they seek leave and to the extent that legitimate business requirements prohibit honoring all requests during a specific recess period, leaves shall be granted to the senior applicants. Bus Monitors who are denied their first choice for leave shall be granted their second choice.

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

#### ARTICLE IX SICK LEAVE

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

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

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

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

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

## Abuse Policy:

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

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

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

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

Step 2. Failure to furnish medical documentation will result in lost time, plus employee's inability to discharge sick leave, plus suspension equal to days of absence due to alleged illness/injury. If a further occasion should occur, the employer will commence with Step 3.

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

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

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

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

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

Section 5. Except for employees on leave due to medical reasons, employees on unpaid leave of any nature shall cease to accrue leave after 26 weeks of unpaid leave.

ARTICLE X  
BEREAVEMENT LEAVE

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

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

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

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

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

ARTICLE XI  
JURY DUTY

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

ARTICLE XII  
HEALTH AND DENTAL COVERAGE AND INSURANCE

Section 1. (A) The School Department shall provide all employees hired prior to September 1, 2005 and who are covered by this Agreement and eligible family members with health care coverage as follows:

LOCAL UNION 1033  
HEALTH CARE PLAN

*COVERAGE LEVELS:*

In network - Full coverage from a broad network of hospitals, PCP'S, and specialists. Members will not be billed for charges beyond Health Care Provider allowance. This network shall include the National Network commonly known as Coast to Coast.

Out of network - Members may also choose to see any other non-participating provider and still receive coverage at 80% of Health Care Provider 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 Local Union 1033 Health Care Plan network of hospitals and primary care physicians, plus specialized networks for eye care, lab & x-ray services, DME, chiropractic, home care, mental health/substance abuse.

*PRE-AUTHORIZATION:*

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

*DEDUCTIBLES:*

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

*ANNUAL MAXIMUM EXPENSE:*

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

*LIFETIME MAXIMUMS:*

Unlimited.

*DEPENDENT COVERAGE:*

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

*OUTPATIENT SERVICES:*

*PREVENTIVE CARE:*

Well-baby visits - \$15 co-payment; pap smears and mammograms covered in full.

*OFFICE VISITS:*

Routine and non-routine - \$15 co-payment (\$20 allergist & dermatologist)

*EYE EXAMS:*

\$15 co-payment for one routine exam per year at participating providers.

*OUTPATIENT SURGERY:*

Covered in full. \$100 per inpatient or outpatient hospitalization occurrence deductible with \$200 individual/\$300 family out-of-pocket maximum per calendar year.

*DIAGNOSTIC LAB & X-RAY:*

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



*CHIROPRACTIC CARE:*

Office visits (12 per year) - \$20 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. \$100 per inpatient or outpatient hospitalization occurrence deductible with \$200 individual/\$300 family out-of-pocket maximum per calendar year.

*SURGICAL-MEDICAL:*

Covered in full. Covered in full. \$100 per inpatient or outpatient hospitalization occurrence deductible with \$200 individual/\$300 family out-of-pocket maximum per calendar year.

*EMERGENCY ROOM:*

\$100 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. \$100 per inpatient or outpatient hospitalization occurrence deductible with \$200 individual/\$300 family out-of-pocket maximum per calendar year.

*ORGAN TRANSPLANT:*

Covered for eligible costs associated with kidney, liver, lung, heart, cornea and homologous bone marrow transplants. \$100 per inpatient or outpatient hospitalization occurrence deductible with \$200 individual/\$300 family out-of-pocket maximum per calendar year.

## 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. \$100 per inpatient or outpatient hospitalization occurrence deductible with \$200 individual/\$300 family out-of-pocket maximum per calendar year.

### 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.

\$100 per inpatient or outpatient hospitalization occurrence deductible with \$200 individual/\$300 family out-of-pocket maximum per calendar year.

### OUTPATIENT SA:

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

## ADDITIONAL SERVICES - LOCAL UNION 1033 HEALTH CARE PLAN

SELF ADMINISTERED INOCULATIONS: 80% coverage.

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

PRIVATE DUTY NURSING & AMBULANCE: - 80% coverage. Does not cover State, Municipal or Air Ambulance.

DURABLE MEDICAL EQUIPMENT: - 80% coverage. No dollar maximum.

HOME & HOSPICE CARE: - \$20 co-payment. Includes doctor, nurse, health aide visits and home infusion therapy.

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

Prepaid prescription drug coverage.

Vision Care - administered by Blue Cross/Blue Shield of RI.

(B) The Employer also agrees to furnish as an alternative to the foregoing, substantially equivalent coverage under the Union-approved plan from UnitedHealthcare of New England.

The cost of said coverage for active employees shall be borne solely by the employer through September 30, 2005 and for all retirees who retire prior to October 15, 2005.

Prior to the effective date of this Agreement, 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:

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

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

Effective July 1, 2008

Individual Plans at .011 of base wages not to exceed \$600.00 per year.

Family Plans at .0255 of base wages not to exceed \$1,350.00 per year.

Effective July 1, 2009

Individual Plans at .013 of base wages not to exceed \$750.00 per year.

Family Plans at .0265 of base wages not to exceed \$1600.00 per year.

Effective July 1, 2010

Individual Plans at .0145 of base wages not to exceed \$900.00 per year.

Family Plans at .0285 of base wages not to exceed \$1,900.00 per year.

Section 2. (A) The School Department shall provide all permanent employees hired on or after September 1, 2005 and who are covered by this agreement and their eligible family members with health care coverage as follows:

The Local Union 1033 HMO Plan as modified by the parties and as delineated on Addendum A.

Individual coverage - For Bus Monitors working less than twenty (20) hours per week.

Family coverage (when applicable) - For Bus Monitors working twenty (20) hours or more per week.

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

## RETIREE HEALTH CARE COVERAGE

(A) The Employer also agrees to continue health coverage for retirees and retirees' spouses for life for all employees who retired on or after July 1, 1989 and prior to September 3, 1995. The plan of coverage shall be the plan elected by the individual on the date of retirement. Said coverage shall be converted to Plan 65 coverage upon attainment of the age of 65 or at the option of the retiree, a Medicare approved HMO, i.e., BlueChip for Medicare Plus or UnitedHealthcare of New England.

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

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

(D) Effective July 1, 2008 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 employers group rate. Said employees shall be required to participate in a Health Savings Account (HSA) at a rate of \$.05 per hour with the fund being used for said retiree Post Medicare healthcare.

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

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

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

year.

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

(C) Upon presentation of proof of alternative health care coverage pursuant to a non-Providence School Department paid plan satisfactory to the Union, retirees eligible for paid City Blue or UnitedHealthcare of New England insurance under this Agreement may choose not to be covered under the Providence School Department's group health insurance policies. Eligible retirees enrolled in a plan making this choice shall receive \$750.00 for each full contract year of non-coverage by a Providence School Department plan. The parties understand and agree that retirees whose spouses are employed by the Providence School Department or the City of Providence and those who have chosen not to be covered by Providence School Department policies shall not be eligible for this benefit. For each year in which the retiree opts out under this section, he/she shall

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

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

Section 6. Disability Insurance. The Employer shall provide, consistent with the current practice and benefits, each employee covered by this Agreement with a \$100.00 per week accident and disability insurance policy. Said coverage shall include a thirty (30) day waiting period and cover non-occupational illness and injury only.

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

#### ARTICLE XIII GRIEVANCE PROCEDURE

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



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

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

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

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

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

or disregard any of the terms of this agreement. The expenses of the arbitrator shall be borne equally by the parties

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

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

#### ARTICLE XIV SALARIES/LONGEVITY PAY

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

(A) Effective July 1, 2006 \$10.768 per hour

(B) Effective June 1, 2008, wage rates shall be increased an amount equal to an across-the-board wage increase for all bargaining unit employees of one percent (1%) over the June 30, 2007 rate.

(C) Effective January 1, 2009 an amount equal to an across-the-board wage increase for all bargaining unit employees of one percent (1.0%), over the December 31, 2008 rate.

(D) Effective July 1, 2009 an amount equal to an across-the-board wage increase for all bargaining unit employees of two percent (2.0%), over the June 30, 2009 rate.

(E) Effective January 1, 2010 an amount equal to an across-the-board wage increase for all bargaining unit employees of one percent (1.0%), over the December 31, 2009 rate.

(F) Effective July 1, 2010 an amount equal to an across-the-board wage increase for all bargaining unit employees of two percent (2.0%), over the June 30, 2010 rate.

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

<u>YEARS OF SERVICE</u>	<u>PERCENTAGE AMOUNT</u>
5 yrs. but less than 10 yrs.	4%
10 yrs. but less than 15 yrs.	5%
15 yrs. but less than 20 yrs.	6%
20 yrs. or more	7%

FOR EMPLOYEES HIRED AFTER September 1, 2005

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

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

#### ARTICLE XV UNION BENEFIT TRUST FUNDS

Section 1. In order to provide each employee covered by this Agreement and their dependents with the benefits described below and which are provided through Union Benefit Trust Funds, the Employer agrees to contribute \$2.65 per hour for each straight-time hour each employee covered by this Agreement is paid, of which an addition of not less than three cents (\$.03) per hour for each straight-time hour each employee covered by this Agreement is paid shall be allocated to the "Rhode Island Public Employees' Training Fund" Effective July 1, 2009, the Employer agrees to contribute \$2.75 per hour for each straight-time hour each employee covered by this Agreement is paid, of

which an addition of not less than three cents (\$.03) per hour for each straight-time hour each employee covered by this Agreement is paid shall be allocated to the "Rhode Island Public Employees' Training Fund" Effective July 1, 2010, the Employer agrees to contribute \$2.79 per hour for each straight-time hour each employee covered by this Agreement is paid, of which an addition of not less than three cents (\$.03) per hour for each straight-time hour each employee covered by this Agreement is paid shall be allocated to the "Rhode Island Public Employees' Training Fund."

Section 3 below.

Section 2. Said contributions will be paid to the Fund no later than the fifteenth (15th) day of each month and shall be based on the preceding month's payroll. Said remittance shall include all necessary reporting forms.

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

Section 4. The Employer shall contribute \$1.25 per hour per each ten (10) month employee covered by this Agreement based on the number of hours each ten (10) month employee would work, if that ten (10) month employee were a twelve (12) month employee, during the annual summer non-work period.

Section 5. Each employee covered by this Agreement and their dependents shall be provided prescription drug benefits, vision care benefits and a Wellness Benefit Program from the "Rhode Island Public Employees' Health Services Fund", established by Declaration of Trust dated July 1, 1979. Said fund shall be administered by a Board of Trustees selected and appointed under the provisions of the Trust Agreement executed by the Union.

Section 6. Each employee covered by this Agreement shall receive retirement benefits from the Laborers' International Union of North America National (INDUSTRIAL) Pension Fund based upon the Trust Fund document and Rules and Regulations of said Fund. The Union and the Employer have signed an Agreement and Declaration of Trust of the Laborers' International Union of North America National (INDUSTRIAL) Pension Fund.

Section 7. Each employee covered by this Agreement and their dependents shall be provided with assistance in defraying the cost of legal counsel through the "Rhode Island Public Service Employees' Legal Services Fund", established by a Declaration of Trust dated September 20, 1974. The Fund is administered by a Board of Trustees selected and appointed under the provisions of the Trust Agreement executed by the Union. The Fund shall not be used to provide benefits which defray any expenses for disputes, grievances, or legal proceedings between employee-participant, his spouse, or dependents and the Employer, the Union or any of its members, their agents, or any legal entity of which they are a part.

Section 8. Employees covered by this Agreement shall be offered necessary educational, vocational, specialty and safety related training through the Rhode Island Public Service Employees' Training Fund established by a Declaration of Trust executed by the Union and from the New England Health and Safety Fund.

#### ARTICLE XVI MANAGEMENT RIGHTS

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

Section 2. With regard to any vacancies or unfilled positions, the filling of any/all such vacancies or unfilled positions shall be within the sole discretion of the Providence School Board. Nothing contained in Article II, Section 5 shall negate, contradict, or modify in any way the Providence School Board's rights pursuant to this provision.

ARTICLE XVII  
NO STRIKE - NO LOCKOUT

Section 1. Cognizant of the statutory prohibition against strikes by employees covered by this Agreement, neither the union nor any employees covered by this Agreement shall engage in, induce, cause, or encourage any strike, slowdown, refusal to perform duties (including collective absenteeism for alleged illness), work stoppage, or withholding of services of any kind for any reason during the life of this Agreement. The Employer agrees that there shall be no lockouts during the term of this Agreement.

ARTICLE XVIII  
MISCELLANEOUS

Section 1. An educational benefit program has been jointly established in accordance with the following:

Section 2. The employer shall fund tuition reimbursement annually in the amount of \$2,000. Said amount shall be paid to the Rhode Island Public Employees' Benefit Trust Fund account no later than October 1 each year. The Union shall provide the School Board annually with an accounting of said funds and the names of individuals who received said funds.

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

Section 4. Course disbursements shall be made in a fair and equitable manner and shall benefit the greatest number of employees as is practicable. Courses shall qualify for reimbursement if they are part of a degree-granting program, are job related or part of a technical, professional, GED or trade school program. To qualify for reimbursement, the employee must receive a minimum grade of "C" for undergraduate courses and "B" for graduate courses.

Section 5. Evaluations - Annual Evaluations. (A) Each employee shall be evaluated by his/her supervisor. The evaluation shall be in writing and a copy shall be given to the employee who shall have the right to meet and discuss the evaluation with the supervisor. Whenever it is appropriate, the supervisor shall offer constructive criticism and make specific suggestions for correction of deficiencies.

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

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

Section 6. Military Service. Any employee who enters the armed forces of the United States Military or Naval Forces or in the Rhode Island National Guard or Naval Reserve, or by reason of enlistment, induction, commission or otherwise, and who has held a position in the School Department for 180 or more calendar days within the twelve months next preceding such entrance into the armed forces, is entitled to and is hereby granted military leave of absence from the said position commencing with the time of leaving said position for said purpose and continuing throughout the duration of said absence required by the continuance of service in the armed forces. Upon termination of such military service, the employee shall be entitled to all benefits provided in accordance with the requirements of all applicable federal and state laws. Such leave of absence shall be deemed to have expired six months after the date of discharge from or authorized separation from active duty as a member of the armed forces. Re-enlistment or other continued service in the armed forces resulting from a choice by the employee, shall serve to cancel such leave.

Section 7. Military Training Leave. Employees who, by reason of membership to the United States Military Naval or Air Reserve or the Rhode Island National Guard or Naval Reserve, are required by the appropriate authorities to participate in training activities or in active duty as a part of the state military force or special duty as a part of the federal military force, shall be granted military training leave with pay not to exceed twenty (20) days in any one calendar year. Should the employee be required to participate in such training activities for a period greater than twenty (20) days, he/she shall be granted leave without pay for days in excess of twenty (20) days. In the event any employee shall be entitled to additional

military training leave compensation benefit by virtue of any City of Providence ordinance or state/federal law, the employee shall receive the greater of the contract benefit or the benefit to which he/she is entitled in accordance with the applicable ordinance or law.

Section 8. Immunization Shots. The Board will make available to all employees, without cost, annual immunization shots against influenza, provided the vaccine is available.

#### ARTICLE XIX SEVERABILITY

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

#### ARTICLE XX COMPLETE AGREEMENT

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

#### ARTICLE XXI DURATION OF AGREEMENT

Section 1. The terms and conditions of this Agreement shall be effective July 1, 2008 and shall continue in full force and effect through June 30, 2011 and from year to year thereafter unless either party at least one hundred and twenty (120) days prior to June 30, 2011, gives notice in writing to the other party of its intention to terminate this Agreement, in which event this Agreement shall terminate at the end of the contract year in which said notice is given. In the event that such notice is given, negotiations shall begin immediately, no later than sixty (60) days prior to the termination of the Agreement.



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

IN WITNESS WHEREOF, the parties named herein have hereunto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_ in the year 2008.

PROVIDENCE SCHOOL BOARD  
BY

RHODE ISLAND LABORERS'  
DISTRICT COUNCIL  
BY

\_\_\_\_\_  
MARY MCLURE  
PRESIDENT

\_\_\_\_\_  
RONALD R. COIA  
BUSINESS MANAGER

\_\_\_\_\_  
THOMAS M. BRADY  
SUPERINTENDENT

LOCAL UNION 1033  
BY

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

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

(APPENDIX A)  
EMERGENCY SICK LEAVE BANK

**Emergency Sick Leave Bank**

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

To be eligible to use Emergency Sick Leave Bank time:

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

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

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

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

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

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

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

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

(EXHIBIT A)

RHODE ISLAND PUBLIC EMPLOYEES' EDUCATION AND  
POLITICAL ACTION COMMITTEE DEDUCTION

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

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

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

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

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

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
City or Town

\_\_\_\_\_  
State and Zip Code

ADDENDUM A  
Local union 1033 HMO Plan  
(For all permanent employees hired on or after September 1, 2005)

<i>Benefit</i>	<i>*When you coordinate care with your Primary Care Physician, you pay:</i>	<i>*With the Flex Plan, after your deductible, you pay:</i>	<i>Notes</i>
<b>OUTPATIENT SERVICES</b>			
Office visits (PCP)	\$15	20%	Includes annual physicals, and well-baby visits
Office visits (specialist)	\$20	20%	Includes prenatal office visits and self-referral for a routine annual gynecological exam. Pap smears and mammograms covered in full. Prenatal visits covered in full after first office visit copayment (in network only). Allergists, dermatologists, and mental healthcare/chemical dependency care have a \$20 copayment.
Routine eye exam	\$15	All costs (covered in network only)	You may self-refer for one routine eye exam per calendar year.
Lab tests and X-rays	\$0	20%	
Outpatient surgical care	\$100	20%	Includes ambulatory surgical centers and outpatient surgery. \$100 per inpatient or outpatient hospitalization occurrence deductible with \$100 individual/\$300 family out-of-pocket maximum per calendar year.
<b>INPATIENT SERVICES</b>			
Hospitalization	\$100	20%	Includes maternity and medical/surgical care for unlimited days in semi-private room. \$100 per inpatient or outpatient hospitalization occurrence deductible with \$100 individual/\$300 family out-of-pocket maximum per calendar year.
Organ transplant	\$0	All costs (covered in network only)	Coverage for eligible costs associated with kidney, cornea, homologous bone marrow, heart, lung, heart-lung, liver, small intestine, and pancreas transplants, as well as transplants for leukemia and aplastic anemia,

			and for children with biliary artresia.
<b>EMERGENCY AND URGENT CARE SERVICES</b>			
Emergency room care	\$100	\$100	Coverage for defined medical emergencies only. Copayment waived if you are admitted to hospital within 24 hours.
Ambulance services	20%	20%	Coverage for medically necessary/emergency ambulance services. Please refer to your subscriber agreement for details, or call Customer Service.
Urgent Care center services	\$20	20%	All preventive care received at an urgent care center will be applied to the Flex Plan benefit. PCP referral not required.
<b>BEHAVIORAL HEALTH SERVICES</b>			It is recommended that your participating provider call the behavioral health administrator at 1-800-544-5977 to coordinate your care before you receive inpatient, residential substance abuse program, partial hospital, or intermediate care services.
Inpatient mental healthcare	\$100 deductible	All costs (covered in network only)	Unlimited number of days. \$100 per inpatient or outpatient hospitalization occurrence deductible with \$200 individual/\$300 family out-of-pocket maximum per calendar year.
Outpatient mental healthcare	\$20	All costs (covered in network only)	Up to 30 visits per member per calendar year. (Medication visits are unlimited.)
Inpatient chemical dependency care	\$100 deductible	All costs (covered in network only)	Detoxification: Up to five admissions or 30 days in any calendar year, whichever comes first. Rehabilitation: Hospital or community residential care services covered up to 30 days per calendar year. \$100 per inpatient or outpatient hospitalization occurrence deductible with \$200 individual/\$300 family out-of-pocket maximum per calendar year.
Outpatient chemical dependency care	\$20	All costs (covered in network only)	Up to 30 hours per member per calendar year for facility-based or office-based counseling.
Emergency mental healthcare			Contact behavioral health administrator.
<b>ADDITIONAL SERVICES</b>			
Physical & occupational therapy	20%	All costs (covered in network only)	100% covered with a hospital-based therapist and within 30 days following a hospital stay, home care program or ambulatory surgical procedure. Otherwise covered at 80%.

Speech therapy	20%	All costs (covered in network only)	Please refer to your subscriber agreement for details, or call Customer Service.
Skilled nursing facility	\$20	All costs (covered in network only)	Custodial care not covered.
Durable medical equipment	20%	20%	Includes diabetic supplies.
Home care	\$20	20%	Includes doctor, nurse, and home health aide visits and home infusion therapy.
Hospice care	\$20	20%	
Chiropractic medicine	\$20	All costs (covered in network only)	You may self-refer for up to 12 visits per calendar year.
Bone impacted wisdom teeth	\$0	20%	Covered service when medically necessary.
Injectable drugs	20%	20%	Both injectable drugs administered at the physician's office and self-injectable drugs purchased at the pharmacy covered at 80%.





Finance Department  
*"Building Pride in Providence"*

December 2, 2008

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

Dear Chairman Igliozi:

Before you for your consideration are two agreements for the Bus Monitors of the Laborers' International Union of North America Local Union 1033 and the adjoining fiscal notes. These contracts were ratified by the Providence School Board on October 14, 2008 by a vote of eight in favor, zero opposing. It should be noted that the financial changes outlined in these contracts are consistent with those contained in the International Labor's Union 1033 contracts which have been presented to and approved by the City Council.

SALARY ADJUSTMENTS

The first agreement is a revised contract for the period July 1, 2007 through June 30, 2008. This agreement provides for a 1% salary increase for a one month period effective June 1, 2008. The approximate cost of this change is \$1,800 which includes wages and City's FICA and retirement contributions.

The second agreement is for the period July 1, 2008 through June 30, 2011. This Agreement provides for wage increases as outlined below. The fiscal impact resulting from these changes approximate \$257,900, including: \$194,500 for wages and \$63,400 for other employee benefits consisting of FICA and retirement contributions.

- 1% effective July 1, 2008
- 1% effective January 1, 2009
- 2% effective July , 2009
- 1% effective January 1, 2010
- 2% effective July 1, 2010

HEALTH INSURANCE

In addition to the salary adjustments, the agreement also provides for changes in employee health insurance. These changes include; an increase in individual and family co-share employee contributions, a \$5 deductible increase of many benefits and a \$75 increase, from \$25 to \$100, to the hospital deductible. The hospital deductible will have an annual cap of \$200 for individuals and \$300 for families. It is anticipated that the total savings from these health insurance changes will total \$57,000; \$42,000 for increased deductibles and \$15,000 for increased co-shares.

In addition to the health insurance changes noted above, employees hired after July 1, 2008 will no longer receive Retiree Post Medicare Benefits paid by the City. These employees will be required to participate in a health savings account at a rate of \$.05 per hour.

UNION TRUST FUND BENEFITS

The agreement provides for the following changes in the City's contribution to the Unions Trust Fund. It is anticipated that the fiscal impact for these changes will total \$11,600 over the length of the contract.

- \$.07 / hour decrease effective July 1, 2008
- \$.10 / hour increase effective July 1, 2009
- \$.04 / hour increase effective July 1, 2010

The cumulative fiscal impact for the changes enumerated above totals \$212,500. The following is a schedule outlining the changes addressed above.

	2008	2009	2010	2011	Subtotal FY 2008- 2011	4 Year Cumulative Total
Salary- Annual Increase	1,333	24,341	41,206	33,658	99,204	100,538
Other Benefits- Annual Increase	435	7,947	13,454	10,989	32,390	32,826
Salary- Cumulative Increase	1,333	25,674	66,880	100,538	193,092	194,426
Other Benefits- Cumulative Increase	435	8,383	21,836	32,826	63,045	63,480
Health Care		(11,100)	(14,400)	(31,500)	(57,000)	(57,000)
Union Trust Fund		(11,000)	16,600	6,000	11,600	11,600
Total Annual Cost	1,769	11,957	90,917	107,863	210,737	212,505

Thank you for your consideration, and should you have any additional questions, please let me know.

Respectfully Submitted;

Bruce T. Miller

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Finance Director

## EXECUTIVE SUMMARY BUS MONITOR CONTRACTS

The Providence School Department employees 107 Bus Monitors as 10 month full time employees. These employees have two wage levels, \$13,568 or \$18,090, based upon the number of hours worked. The total payroll for these Local 1033 members is \$1,600,000.

### 1. Contract period July 1, 2007 – June 30, 2008

This contract mirrors the City 1033 Contract for the same time period. There is one change to the Contract that expired June 30, 2007, that is a 1% salary increase to the salary schedule effective June 1, 2008. **The estimated 2008 cost for this change is \$1,768. The subsequent increase, based upon this increase is approximately \$65,000., and is included in the 2009 – 2011 Fiscal Note.**

### 2. Contract period July 1, 2008 – June 30, 2011

This contract is the same as the 1033 City Contract and the other 1033 School Department Labor Contracts relative to economic issues, health benefits and union trust fund changes.

### ECONOMIC PACKAGE:

➤ July 1, 2008	1 % Increase
➤ January 1, 2009	1 % Increase
➤ July 1, 2009	2 % Increase
➤ January 1, 2010	1 % Increase
➤ July 1, 2010	2 % Increase

This Contract will increase wages 7% compounded over the June 30, 2008 salary scale.

**Estimated Costs** – The salary increase is \$300,000 during the course of the Contract.

### HEALTH INSURANCE:

There are three areas of change in the section:

- Increases of \$5 to the deductible of many benefits provided in this agreement, increase in the hospital inpatient and out patient deductible from \$25 to \$100, with an annual cap of \$200 per individual, \$300 per family.

**Estimated Savings** - \$ 42,000 during the term of the Contract.

- Increase in co-share in individual plans and family plans per attached.

**Estimated Savings** - \$ 15,000 during the term of the Contract.

- Employees hired after July 1, 2008 will no longer receive Retiree Post Medicare Benefits paid by the employer. These employees will be required to participate in a health savings account at a rate of 5 cents per hour.

**UNION TRUST BENEFITS:**

Effective July 1, 2008 – Union Trust Benefits will decrease by 7 cents per hour.

Effective July 1, 2009 – Union Trust Benefits will increase by 10 cents per hour.

Effective July 1, 2010 – Union Trust Benefits will increase by 4 cents per hour.

**Estimate cost** during the term of the Contract - \$ 11,000.

The attached Fiscal Note will show the estimated actual cost of the Contract through its term.

September 10, 2008

**Providence School Department**  
**Bus Monitor Fiscal Note**  
**Contract Period July 1,2008-June 30,2011**  
**@10/08/08**

	<u>2009</u>	<u>2010</u>	<u>2011</u>
Carry Forward	\$ -	\$ 26,188	\$ 130,736
Salary and Benefits	\$ 48,288	\$ 102,948	\$ 147,595
Health Care	\$ (11,100)	\$ (14,400)	\$ (31,500)
Union Trust Fund	<u>\$ (11,000)</u>	<u>\$ 16,000</u>	<u>\$ 6,000</u>
	\$ 26,188	\$ 130,736	\$ 252,831
Annual Cost	\$ 26,188	\$ 104,548	\$ 122,095

**Assumptions** Total salaries \$1,600,000  
 FICA = .0765  
 City Retirement 22.89%

## EXECUTIVE SUMMARY CROSSING GUARDS' CONTRACTS

### BACKGROUND:

The City of Providence employs 108 School Crossing Guards under the supervision of the Providence Police Department.

Since 2004 there have been two contracts governing the working conditions for the Crossing Guards. All guards hired since July 1, 2004 are School Department Employees rather than City Employees, and are part of a new bargaining unit. The difference between the two contracts is a savings of approximately \$20,000 per employee.

As part of the 2008 Local 1033 settlement with the City all Crossing Guards, regardless of their hire date, will become part of this new unit effective July 1, 2011.

Guards that are part of the new School Department unit are paid directly by the School Department, guards that are members of the pre-existing unit are paid by the City; with the School Department reimbursing the City for the expenses.

A summary of the difference in the two contracts which has been in effect since 2004 is attached for your information.

#### 1. Contract period July 1, 2007 – June 30, 2008

This contract mirrors the City 1033 Contract for the same time period. There is one change to the Contract that expired June 30, 2007, that is a 1% salary increase to the salary schedule effective June 1, 2008. **The estimated 2008 cost for this change is \$300. The subsequent increase, based upon this increase is approximately \$11,160., and is included in the 2009 – 2011 Fiscal Note.**

#### 2. Contract period July 1, 2008 – June 30, 2011

This contract is the same as the 1033 City Contract and the other 1033 School Department Labor Contracts relative to economic issues, health benefits and union trust fund changes.

### ECONOMIC PACKAGE:

➤ July 1, 2008	1 % Increase
➤ January 1, 2009	1 % Increase
➤ July 1, 2009	2 % Increase
➤ January 1, 2010	1 % Increase
➤ July 1, 2010	2 % Increase

This Contract will increase wages 7% compounded over the June 30, 2008 salary scale.

**Estimated Costs** – The salary increase is \$128,000 during the course of the Contract.

**HEALTH INSURANCE:**

There are three areas of change in the section:

- Increases of \$5 to the deductible of many benefits provided in this agreement, increase in the hospital inpatient and out patient deductible from \$25 to \$100, with an annual cap of \$200 per individual, \$300 per family.

**Estimated Savings** - \$ 8,500 during the term of the Contract.

- Increase in co-share in individual plans and family plans per attached.

**Estimated Savings** - \$ 5,000 during the term of the Contract.

- Employees hired after July 1, 2008 will no longer receive Retiree Post Medicare Benefits paid by the employer. These employees will be required to participate in a health savings account at a rate of 5 cents per hour.

The attached Fiscal Note will show the estimated actual cost of the Contract through its term.

September 10, 2008



**Providence School Department  
School Department Crossing Guards  
Contract Period July 1,2008-June 30,2011  
@11/26/08**

	<u>2009</u>	<u>2010</u>	<u>2011</u>
Carry Forward	\$ -	\$ 8,454	\$ 42,961
Salary and Benefits	\$ 11,194	\$ 38,467	\$ 67,642
Health Care	\$ (2,740)	\$ (3,960)	\$ (6,800)
	\$ 8,454	\$ 42,961	\$ 103,802
Annual Cost	\$ 8,454	\$ 34,507	\$ 60,842

**Assumptions and additional information:**

- Number of Crossing Guards transitioned to the PSD will increase incrementally through 2011 to reach the current total of 108.
- The fiscal note represents the incremental cost of the new contract and does not take into account potential savings from previous contracts as employees transition.
- Current School Department salary budget is \$360,000, and will increase to \$1,100,000 as the balance of the Crossing Guards are transitioned
- No change in the FICA (.0765) and City Pension rates (22.89%)

Upon completion of the transition of all the Crossing Guards to the PSD the estimated savings to the City and PSD is \$1.4MM due to changes in the 2004-2007 contract.