

# RESOLUTION OF THE CITY COUNCIL

No. 279

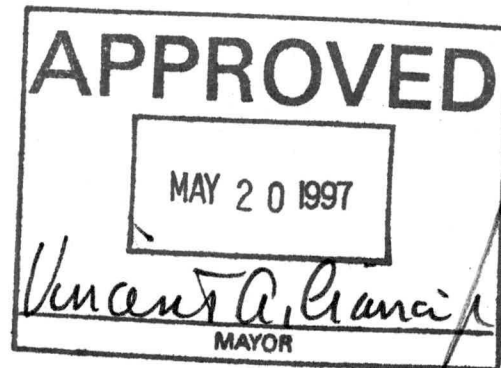
Approved May 20, 1997

RESOLUTION, together with accompanying copy of the Collective Bargaining Agreement between the City of Providence, the Providence School Board and the Laborer's International Union of North America, AFL-CIO, Local 1033 (B.E.S.T.) effective July 1, 1996 to June 30, 1999.

IN CITY COUNCIL  
MAY 15 1997  
READ AND PASSED

*Evelyn T. Fargnoli*  
PRES.

*Michael S. Clement*  
CLERK



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

\_\_\_\_\_  
CLERK

THE COMMITTEE ON  
FINANCE  
Approves Passage of  
The Within Resolution

*Crawford Bestwick*  
may 12 1997 Clerk

VINCENT A. CIANCI, JR.  
*Mayor*

Roosevelt Benton  
Chairperson

Aisha Abdullah-Odiase  
Vice-Chairperson

Juan Lopez, Jr.  
Secretary

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

# Providence Schools

*OUR SCHOOLS. OUR FUTURE.*

School Board

April 1, 1997

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

Dear Honorable Members:

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

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

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

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

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

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

Respectfully,



Roosevelt Benton  
Chairman

RB:рпи  
Enclosures

VINCENT A. CIANCI, JR.  
*Mayor*

ARTHUR M. ZARRELLA, PED. D.  
*Superintendent*

ROBERT A. DE ROBBIO  
*Assistant Superintendent*

MARK V. DUNHAM  
*Director of Business Operations*

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

Business Office

April 3, 1997

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

Dear Councilwoman Nolan:

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

Sincerely,

*Mark V. Dunham*  
(nd)

Mark V. Dunham  
Senior Director  
Administration/Finance/Operations

MVD:nd

Enclosures

c: Dr. Arthur M. Zarrella

FILE: c:/wpdata/nolan4

**PROVIDENCE SCHOOL DEPARTMENT  
PROPOSED B.E.S.T. CONTRACT 1996-99  
FISCAL NOTE REVISED 5/1/97**

**ITEM 1      INCREASE IN PRESCRIPTION RATE**

Effective with the passage of this contract the contribution rate for prescription, vision and wellness programs increase four cents per hour.

	<u>1997</u>	<u>1998</u>	<u>1999</u>
<b><u>COST</u></b>	<b>\$3,600</b>	<b>\$3,600</b>	<b>\$3,600</b>

**ITEM 2      TUITION PROGRAM**

The School Department will fund a tuition reimbursement program for union members interested in further education, courses must be job related or part of a degree program. Funding will be capped at \$2,500 per year.

	<u>1997</u>	<u>1998</u>	<u>1999</u>
<b><u>COST</u></b>	<b>\$0</b>	<b>\$2,500</b>	<b>\$2,500</b>

**ITEM 3      SALARY SCHEDULE INCREASE**

Effective Jan. 1, 1997 salaries will increase by 3%, effective 7/1/97 the increase will be 3.75%, effective 7/1/98 the increase will be 4.25%.

	<u>1997</u>	<u>1998</u>	<u>1999</u>
<b><u>COST</u></b>	<b>\$24,299</b>	<b>\$62,571</b>	<b>\$73,573</b>

**ITEM 4      RECLASSIFICATION OF POSITION**

Effective immediately the salary for the position of Budget Officer is reduced from \$50,300. to \$34,900.

	<u>1997</u>	<u>1998</u>	<u>1999</u>
<b><u>SAVINGS</u></b>	<b>\$15,400</b>	<b>\$15,400</b>	<b>\$15,400</b>

**SUMMARY**

	<u>1997</u>	<u>1998</u>	<u>1999</u>
<b><u>ITEM 1</u></b> Rate Increase	<b>\$3,600</b>	<b>\$3,600</b>	<b>\$3,600</b>
<b><u>ITEM 2</u></b> Tuition	<b>\$0</b>	<b>\$2,500</b>	<b>\$2,500</b>
<b><u>ITEM 3</u></b> Salary Increase	<b>\$24,299</b>	<b>\$62,571</b>	<b>\$73,573</b>
<b><u>ITEM 4</u></b> Salary Reduction	<b>(\$15,400)</b>	<b>(\$15,400)</b>	<b>(\$15,400)</b>
Annual Cost	<b>\$12,499</b>	<b>\$53,271</b>	<b>\$64,273</b>
Cummulative Cost	<b>\$12,499</b>	<b>\$65,770</b>	<b>\$130,043</b>
Total cost of proposal			<b>\$130,043</b>

A G R E E M E N T

BETWEEN



PROVIDENCE SCHOOL BOARD

AND

RHODE ISLAND LABORERS' DISTRICT COUNCIL

ON BEHALF OF LOCAL UNION 1033

AFFILIATE OF THE

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO

Effective: July 1, 1996 to June 30, 1999

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

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AGREEMENT made effective the 1st day of July, 1996, by and between the PROVIDENCE SCHOOL BOARD, hereinafter referred to as the "Employer", and the RHODE ISLAND LABORERS' DISTRICT COUNCIL on behalf of Local Union 1033 Business, Educational, Specialists, Technical Staff (B.E.S.T.) of the Laborers' International Union of North America, AFL-CIO, hereinafter referred to as the "Union".

WITNESSETH.

**ARTICLE I  
PERSONS COVERED BY THIS AGREEMENT**

The Employer recognizes and acknowledges that the Union is the exclusive representative of, and this agreement shall apply to, all employees of the Employer in the classifications listed below who are included with the definition of "municipal employee" set forth in R.I.G.L. 28-9.4-2, excluding all other employees of the Employer:

Food Service Supervisor	Internal Auditor
Child Care Workers	Budget Analyst
Supervisor Federal Programs	Budget Officer-Accounting
Office Manager	Supervisor-Payroll & Personnel
Supportive Counselor	Related Records
Audiometrist Technician	Water Safety Instructor
Comm. Relations Liaison Specialist	Human Relations
Community Liaison Route Foreman	
Maintenance Coordinator	Operations Coordinator
Head Custodian	Class A Foreman
Physical Therapist	Laboratory Technician
Parent Involvers/Trainer	Program Assistant
Media Resource Assistant	Information/Referral Specialists
Occupational Therapist	Research/Developer Liaison
Energy Control Technician	
Information Systems Assistant	Developer/Demonstrator
Educational Research Assistant	Field Worker
Supervisor of Order Processing	Technical Services
Expediter of Purchasing & Supplies	Job Coach
Transportation Director	Operations Specialist
Computer Management Specialist	Computer Service Specialist

## **ARTICLE II NO DISCRIMINATION**

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

## **ARTICLE III UNION SECURITY**

Section 1. All present employees who are members of the Union on the effective date of this Agreement shall remain members in good standing by the payment of their regular monthly dues as a condition of continued employment. All present employees who are not members of the Union, and all employees who are hired hereafter in the classifications covered by this Agreement shall become and remain members in good standing by the payment of the required initiation fee and regular monthly dues on the 31st day following the execution of this Agreement or the date of their employment, whichever is later, and shall thereafter maintain such good dues standing for the term of this Agreement.

Section 2. Within 30 days after receipt of written notice from the Union, the Employer shall discharge any employee who fails to become or is not a member of the Union on the prescribed day, provided that membership was available under the same terms and conditions as generally applicable to other members.

Further, all employees who fail to maintain their Union membership in good dues standing shall be discharged within 30 days after receipt by the Employer of written notice from the Union.

Section 3. "Membership in Good Standing" as referred to herein means solely the tender of payment of normal dues and the standard initiation fee.

Section 4. Dues Deduction. The Employer agrees to the administration of a Union check-off system pursuant to which Union dues will be withheld from the employee's paycheck upon his/her written voluntary authorization. Upon receipt of such authorization, the Employer will deduct equal amounts from each paycheck, weekly, bi-weekly, or otherwise, as the frequency of the pay period may require. The Employer will transmit to the Union's treasurer withheld Union dues for the previous month's earnings not later than the 28th day of each month. Union dues shall be deducted on a 10-month basis in an amount equivalent to 12 months' dues for the paraprofessionals who work on a 10-month schedule.

Section 5. The union agrees to indemnify the Employer for any and all costs and damages that the Employer may incur as a result of compliance with the provisions of this Article III.

Section 6. There shall be no layoffs, shutdowns, furloughs or cutbacks that affect any person within this bargaining unit. The Providence School Board shall not layoff bargaining unit employees, alter the work schedule or unilaterally modify any working conditions of bargaining unit employees.

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

#### **ARTICLE IV OFFICIAL TIME OFF**

##### Section 1. Conducting of Union Business.

A. The Employer agrees that during working hours on or off the Employer's premises and without loss of pay, employees who are duly elected or appointed Local Union Representatives shall be allowed a reasonable amount of time to conduct Union activities relating to the bargaining unit such as post union notices, distribute union literature, attend negotiating meetings, process grievances and fulfill the duties of the office. It is understood that Union officials shall give reasonable notice to their immediate supervisor before leaving to conduct Union business. Any abuse of Article III by employees may result in disciplinary action.

B. Union officers may use the communication facilities of the School Department for conducting regular Union business. This includes local telephone calls and the use of duplication equipment provided it does not interfere with the normal operation of school business. This provision shall not apply to any organization during the period between an order for an election and the day following the election.

Section 2. Access to Premises. Duly accredited representatives employed by the Union shall have access to the Employer's premises at all reasonable times for the purpose of investigating and processing grievances and conferring with local union representatives. If a conference is to be held with a representative of the Employer, a prior appointment should be made.

Section 3. Union Negotiating Committee. The Employer agrees that not more than four (4) members of the Union Negotiating Committee shall be excused from duty with pay for the time spent in negotiations, when negotiating sessions are scheduled during said employee's work day.

Section 4. School Board Agenda. The Union shall be furnished a copy of the agenda of every Committee meeting three (3) days in advance of each regular meeting and notice of a special meeting, as well as resolutions duly adopted at the last meeting.

Section 5. Union Materials. The Union shall have the right to post and distribute materials relating to union business. Space for bulletin boards shall be provided in each school building.

Section 6. Attendance at Funerals.

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

B. The Officers and Members of the Union Executive board as well as stewards, may attend the funeral of the following without loss of pay: Members of the immediate families of Officers, Executive Board Members and stewards; an executive, representative or members of the Executive Board of Local 1033; or officers of other AFL-CIO affiliates.

C. Such time off in subsections (A) and (B) above, shall not be unreasonably withheld.

## **ARTICLE V SENIORITY**

Seniority, for the purpose of this Agreement, shall be defined as the length of continuous service of a permanent employee in the Providence School Board within this bargaining unit.

Seniority shall be considered broken for the following reasons:

- (a) When an employee has been discharged for just cause.
- (b) When an employee voluntarily terminates his employment.
- (c) When an employee exceeds an authorized leave of absence.
- (d) When an employee fails to respond to a RECALL NOTICE.

- (e) When an employee engages in other work without authorization while on leave of absence.
- (f) When an employee is laid off in excess of two (2) consecutive years.
- (g) When an employee is found to have submitted materially false information on his pre-employment application or his pre-employment medical history form.

## **ARTICLE VI EMPLOYEES**

A. The term "permanent employee" shall include any employee who has been employed by the Employer under this Agreement for a period in excess of six (6) months.

B. The term "probationary employee" shall include any employee who has been employed by the Employer under this Agreement for a period of less than six (6) months. Probationary employees may be dismissed without recourse under this Agreement.

C. The term "temporary employee" shall include a person who is employed on a substitute, emergency, or sporadic basis, whether full or part-time. Temporary employees shall not be covered by the terms of this Agreement, unless they have been employed on a full-time basis for a period of sixty (60) consecutive work days.

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

The salary increase of the replacement shall be the difference between his/her salary and the comparable step of the position being filled and shall be retroactive to the first working day of the appointment.

### **E. Employees' Replacements.**

1. There shall be no permanent replacement of permanent employees by voluntary, emergency or relief workers.

2. No school board employee shall knowingly perform work normally done by those within the bargaining unit, except in the absence of a permanent or probationary employee when and if no substitute employee is available.

F. Filling of Vacancies.  
Job experience may be substituted for educational background.

G. Re-Employment of Former Employees.

1. A former employee who signifies his/her desire to return to the School Department within one (1) year after resignation and who is rehired, shall be placed on the same salary step in his/her new position, provided, that said step is within salary range of his/her new position.

## **ARTICLE VII JOB SECURITY & VACANCIES**

Section 1. Subject to the provisions of Article II, Section 6, whenever layoffs become necessary, employees within this bargaining unit (as covered in Article I) shall be laid off on the basis of their seniority and those with the least seniority shall be laid off first insofar as job classifications permit. A permanent employee shall be notified two (2) weeks before layoff. Whenever it becomes necessary to increase the work force, laid-off employees shall be recalled in the inverse order of the layoff before any new employee is hired, provided, they are deemed qualified to fill the vacancy.

Section 2. All vacancies indicating the job description shall be posted at each job site. Copies of vacancies and posting shall be sent to the Local Union 1033 office within five (5) days of said postings. Employees who desire to bid on a job vacancy may apply in writing on forms provided by the Employer:

1 copy to Employer  
1 copy to Local Union 1033 President  
1 copy to Employee requesting vacancy

The vacancy shall be filled on the basis of qualifications and ability as agreed by the parties. Where qualifications and ability are relatively equal, seniority shall be the determining factor. Should a question arise out of the decision made by the Employer on the question of ability, this shall constitute a grievance and be subject to the Grievance and Arbitration Procedure included in this Agreement.

Section 3. The successful bidder shall be given a trial period of up to sixty (60) days and if he/she is not deemed qualified for the position during that period, he/she shall be restored to the his/her former job and position.

Section 4. Filling Vacancies. (a) Subject to (b) below and unless otherwise agreed to by the parties, any posted vacancy shall be filled no later than either forty-five (45) days from the

date of posting, or upon the expiration of the retiring employee's vacation leave, whichever is greater.

(b) Vacancies in the classification of Child Care Worker and Job Coach shall be posted and awarded as stated above but shall not be implemented (including any wage adjustments associated with the new position) until the beginning of the following school year semester ( September or January ).

## **ARTICLE VIII SALARY SCHEDULE/LONGEVITY/WORK YEAR**

Section 1.(a) **Salary Schedule.** In this Agreement and made part of it as Appendix A and B shall be the established Salary Schedule. It shall list by title all positions covered by this Agreement along with the salary steps for each position.

Section 1.(b) **Effective July 1, 1996,** the wage rate for all bargaining unit classifications shall be that in effect June 30, 1996.

Section 1.(c) **The economic increases for employees covered by this Agreement shall be as follows and as provided for in the below paragraphs. The parties hereby acknowledge that said economic increases are reflected in total on the attached wage Schedules and that the Union membership may allocate a portion of the economic increases provided herein to programs and or benefits and should such allocation occur, said schedules shall be adjusted accordingly. The parties expressly agree that an allocation of the economic package by the Union membership will result in a corresponding reduction in the effected wage increases.**

- A. **Effective January 1, 1997; an amount equal to an across-the-board wage increase for all bargaining unit employees of 3% (over the December 31, 1996, rate).**
- B. **Effective July 1, 1997, an amount equal to an across-the-board wage increase for all bargaining unit employees of 3.75% (over the June 30, 1997, rate).**
- C. **Effective July 1, 1998, an amount equal to an across-the-board wage increase for all bargaining unit employees of 4.25% (over the June 30, 1998, rate).**

Section 2. **Longevity Pay.** In addition to the salaries listed in this Agreement, there shall be paid a longevity supplement which shall be considered part of the employee's salary for other purposes in this Agreement, including pension purposes. This supplement shall be computed

January 1st on the basis of the employee's salary and years of service, and the Longevity payment shall be payable on or after January 1st of each year in a lump sum as is practical.

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

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

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

Any employee called into work outside of the regular work hours and for a period of time not connected to the regular work hours shall be paid at the overtime rate for all such hours and shall receive a minimum of four (4) hours pay at the overtime rate.

#### Section 4. Work Year.

A. The 12-month employee's work year shall run front July 1 to June 30.

B. The 10-month employee's work year shall run from September to June. Dates will be in accordance with the established School Year Calendar and the parties acknowledge and agree that the work year for all school building and educational program employees shall include an Orientation Day prior to the commencement of the new school year.

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

The work day starting and ending times for bargaining unit employees shall not be changed without prior notice and discussion with the affected employees and the Union.

#### Section 5. When School is not in Session (12-Month Employees):

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

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

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

**Section 6. Rest Periods.**

A. The duration of lunch periods shall remain as presently constituted.

B. All employees' work schedule shall provide for a twenty (20) minute rest period in the morning and a ten (10) minute rest period in the afternoon.

**Section 7. Inclement Weather.** All employees shall respond to the radio announcement of the Superintendent relative to inclement weather. Twelve-month employees shall be required to report to work as soon as possible on a day when schools are closed due to inclement weather.

**Section 8. Mileage.** Payment for mileage will be at the rate of \$95.00 per month for:

Plant Maintenance Coordinator  
Plant Operations Coordinator  
Class A Foreman

Any other employee in a classification not specifically mentioned in this Article and who is presently receiving a mileage allowance shall receive that allowance in an amount consistent with the prevailing allowance rate for other School Department employees.

The monthly mileage listed above shall be divided by the number of workdays in said month. For every workday that an employee is actually at work, he shall receive a fractional payment of the monthly mileage allowance.

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

**ARTICLE IX  
VACATIONS/HOLIDAY/RECESSES**

**Section 1.** Twelve-month personnel shall accrue vacation benefits at the rate of two (2) days per month (24 days per year); after ten (10) years of service, 25 days. Child Care Workers and Job Coaches shall receive recesses in accordance with current practices.

**Section 2.** Vacations will normally be taken within a reasonable time after being earned,

but in no case will accumulation of earned vacation entitlement be permitted to exceed forty-five (45) days. Employees listed above shall have the option of requesting the days of vacation to be taken, subject to the work load and requirements of their assigned duties. Every effort will be made to maintain adequate coverage to properly implement the duties of each office.

Section 3. The requesting of vacation dates shall be determined as mentioned, and shall be filed in the personnel Records Office by each employee.

Section 4. The Personnel Records Office will collate the information for the approval of the Superintendent or his designee and shall maintain an accurate accounting of vacation days earned and used by each employee.

Section 5. Upon termination of employment, the employee shall receive payment equal to the amount of vacation pay he/she would have received had the termination not occurred. If termination is caused by death, such payment shall be made to the employee's spouse or beneficiary.

Section 6. Employees entitled to vacation benefit under Sections 1-5 of this Article, may request their vacation pay be paid to them on the regular pay day next preceding the commencement of their vacation so long as each such employee makes a written request of the personnel office at least thirty (30) days in advance and which request shall include the dates of the employee's intended vacation.

Section 7. All employees are entitled to the following paid holidays:

Labor Day	Veterans' Day
New Year's Day	Memorial Day
Columbus Day	VJ Day
**Martin Luther King Jr. Day	*Fourth of July
Election Day (on which schools are closed)	Thanksgiving Day
Washington's Birthday	Thanksgiving Friday
Good Friday	Christmas Day

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

Section 8.

A. Should any of the above holidays fall on a Saturday, the School Board has the option of declaring Friday a holiday or, if Friday is not declared a holiday, then to pay the employees the holiday pay for the holiday which falls on a Saturday. Whenever a holiday falls

on a Sunday, the following Monday shall be a day off.

B. Whenever a holiday listed above falls during a period of sick leave, employees shall receive regular pay and the day shall not be charged to sick leave. Whenever a holiday listed above falls during a recess, no additional compensatory time shall be granted.

C. The President of the Union shall receive copies of all vacation and recess schedules from the Superintendent.

## **ARTICLE X SICK LEAVE**

Section 1. Full-Pay Sick Leave. Sick leave shall be granted to members of this bargaining unit at the rate of two (2) full-pay days per month. The total number of accumulated full-pay sick leave days shall not exceed one hundred and thirty-eight (138) days. If an employee is absent in excess of three (3) working days in succession for reasons of illness, the Superintendent or his designee may require medical documentation of said illness. Such medical documentation shall be required for each sick leave with pay covering an absence of greater than five (5) working days in succession.

Employees who retire and receive a retirement benefit under the City of Providence Retirement System shall, upon retirement be entitled to a lump-sum payment equal to twenty-five (25%) percent of the value of unused sick leave accumulated from January 1, 1986 to the date of their retirement.

Section 2. Half-Pay Sick Leave. When the days of sick leave at full-pay have been exhausted employees shall be entitled to two ~~(2)~~ half-pay days per month for the first year and one (1) day at half-pay per month for succeeding years, accumulative to 200 days.

The provisions of this Article shall be available to an employee because of disabilities caused or contributed to by pregnancy, miscarriage, legal abortion, childbirth, and recovery therefrom.

Any employee who exhausts the benefits provided in this Article and who is able to perform his or her duties shall return to work, shall exercise rights under this Contract, or shall be terminated.

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

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

Section 4. Sick Leave Bank. The parties agree to establish a committee to study the feasibility of establishing a Sick Leave bank and implementing Temporary Disability Insurance for bargaining unit employees. The committee shall make its non-binding recommendations to the Superintendent within six (6) months of the initial meeting of the committee. The Superintendent shall respond within ninety (90) days. Thereafter, the parties recognize that the Superintendent shall not be permitted to implement any/all of the recommendations of the committee without agreement with the Union.

## **ARTICLE XI LEAVES OF ABSENCE**

Section 1. Full-pay leaves shall be granted to employees as follows:

- A. For his own wedding two (2) days limited to those school days immediately preceding, during, or following the wedding;
- B. For religious observance - three (3) days;
- C. For personal business - two (2) days.

Section 2. Half-pay leaves shall be granted to employees as follows:

- A. To attend funerals (outside the provisions of Article X - Section 3);
- B. To attend weddings.

Section 3. Bereavement Leaves. All employees of this bargaining unit shall be allowed five (5) consecutive school days without loss of pay in the case of the death of a father, mother, brother, sister, husband, wife or child, or any member of the immediate household.

Further, such employees may be absent for three (3) consecutive school days without loss of pay due to the death of his/her own grandparent, father-in-law, daughter-in-law, or grandchild; and

Further, such employees may be absent for one (1) school day without loss of pay due to the death of an uncle, aunt, first cousin, spousal grandparent, niece or nephew; and  
Further, such employees may be absent three (3) consecutive school days without loss of pay in the case of the death of a person who has not been residing in the residence of the employee

providing he/she is solely responsible for all funeral arrangements of the deceased; and

Further, two (2) additional work days may be taken for personal reasons in connection with settling the affairs of a deceased as defined in the above paragraph of this section, limited to one year from date of death of the deceased.

## **ARTICLE XII OTHER LEAVE**

### **Section 1. Court Leave and Jury Duty.**

A. When any regular employee is summoned for court service in connection with public school affairs in which the personal interests of that employee are not involved, said employee shall receive that part of his/her school salary that exceeds his/her pay for court service.

B. An employee who is called for jury service in a court of law shall be excused from work for the days on which the employee serves and shall receive, for each such day of jury service on which the employee otherwise would have worked, the straight-time rate of pay for each hour of absence, less the amount received for jury duty. Employee will present proof of such service and the amount received therefor.

**Section 2. Military Service.** Any employee who enters the armed forces of the United States Military or Naval Forces or in the Rhode Island National Guard or Naval Reserve, or by reason of enlistment, induction, commission or otherwise, and who has held a position in the School Department for 180 or more calendar days within the twelve months next preceding such entrance into the armed forces, is entitled to and is hereby granted military leave of absence from the said position commencing with the time of leaving said position for said purpose and continuing throughout the duration of said absence required by the continuance of service in the armed forces. Upon termination of such military service, the employee shall be entitled to all benefits provided in accordance with the requirements of all applicable federal and state laws. Such leave of absence shall be deemed to have expired six months after the date of discharge from or authorized separation from active duty as a member of the armed forces. Re-enlistment or other continued service in the armed forces resulting from a choice by the employee, shall serve to cancel such leave.

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

participate in such training activities for a period greater than twenty (20) days, he/she shall be granted leave without pay for days in excess of twenty (20) days. In the event any employee shall be entitled to additional military training leave compensation benefit by virtue of any City of Providence ordinance or state/federal law, the employee shall receive the greater of the contract benefit or the benefit to which he/she is entitled in accordance with the applicable ordinance or law.

**Section 4. Maternity Leave.** An employee who elects to use the provisions of Article IX of this Agreement entitled "Sick Leave" for temporary disability due to pregnancy shall not have the right to avail herself of the provisions of this Section. Notice of said election shall be made in writing no later than thirty (30) days prior to the commencement of the leave except for extenuating circumstances.

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

Written notice must be given to the Superintendent by a reasonable time, but not less than thirty (30) days prior to commencement of the leave. Extenuating medical circumstances will obviate the notice of leave. The leave of absence shall extend for at least one (1) year from the beginning of said leave. A request for a shorter leave shall be according to the request of the employee with proper medical certification that the employee is able to return to employment. An employee declaring her intention to resume her regular duties when she is physically able to do so as certified by a physician, shall be allowed to return to her former position. A written request for return from leave must be received by the Superintendent no less than thirty (30) days before the expiration of the leave.

The Superintendent may extend the leave another year for other reasons beyond the one (1) year period. Any such extension shall be by written permission. However, the total period of leave shall not exceed two (2) years. Any absence beyond two (2) consecutive years shall be deemed a resignation.

At the expiration of a leave, the employee shall be reinstated with all rights and benefits accorded to an employee on a no-pay leave. An employee on leave shall have the option to retain her Comprehensive Medical Coverage and riders. Employees electing the option shall reimburse the Providence School Department on a monthly basis for the premium at the Providence Teachers' group rate.

**Section 5. For Personal Reasons.** After one (1) year of service, an employee may be granted leave without pay not to exceed one (1) year provided the employee does not accept employment elsewhere during this period, providing, however, that full-time employment with the Union shall not be a violation of this section.

No employee is to be displaced as the result of a person returning from leave. Such a position may be held open for one (1) year by the assignment of a substitute employee upon the request of the immediate supervisor.

An employee may be granted leave for up to one (1) month without pay for personal reasons upon the discretion of the Superintendent or his designee. A valid reason shall be given for refusal and this action shall be subject to the grievance and Arbitration provisions contained herein.

### **ARTICLE XIII INSURANCES**

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

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

##### *COVERAGE LEVELS:*

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

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

##### *PARTICIPATING PROVIDERS:*

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

##### *PRE-AUTHORIZATION:*

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

##### *DEDUCTIBLES:*

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

*ANNUAL MAXIMUM EXPENSE:*

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

*LIFETIME MAXIMUMS:*

Unlimited.

*PRE-EXISTING CONDITIONS:*

Effective March 1, 1996, new employees (during the first 12 months of employment) shall be subject to a pre-existing condition provision that includes a 25% co-pay for hospital - surgical charges related to pre-existing conditions up to a maximum of \$1,000. This provision is waived for employees hired prior to March 1, 1996.

*DEPENDENT COVERAGE:*

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

**OUTPATIENT SERVICES:**

*PREVENTIVE CARE:*

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

*OFFICE VISITS:*

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

*EYE EXAMS:*

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

*OUTPATIENT SURGERY:*

Covered in full.

*DIAGNOSTIC LAB & X-RAY:*

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

*CHIROPRACTIC CARE:*

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

*WISDOM TEETH:*

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

**INPATIENT SERVICES**

*HOSPITAL ROOM & BOARD:*

Unlimited days of care in a semiprivate room.

*SURGICAL-MEDICAL:*

Covered in full.

*EMERGENCY ROOM:*

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

*MATERNITY:*

Covered in full.

*ORGAN TRANSPLANT:*

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

MENTAL HEALTH & SUBSTANCE ABUSE (MHSA)

*INPATIENT MH:*

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

*OUTPATIENT MH:*

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

*INPATIENT SA:*

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

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

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

*OUTPATIENT SA:*

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

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

The Employer also agrees to continue health coverage for retirees and retirees' spouses for life for all employees who retired on or after July 1, 1982 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.

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

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

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

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

Section 3. In order to provide each employee covered by this Agreement and their dependents drug/prescription, vision and Wellness care benefits, the Employer agrees to contribute forty-nine (49¢) cents per hour for each straight-time hour each employee covered by this Agreement is paid to the "Rhode Island Public Employees' Health Services Fund", established by Declaration of trust dated July 1, 1979. The Employer shall contribute an additional amount per each ten (10) month employee covered by this Agreement based on the number of hours each ten (10) month employee would work, if that ten (10) month employee were a twelve (12) month employee, during the annual summer non-work period.

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

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

Section 6. Any improvements in health insurance, negotiated by any other Union with the Providence School Board, shall be automatically given to the employees covered by this Agreement.

Section 7. Life Insurance. The employer shall provide consistent with the current practice and benefits, each employee covered by this Agreement with a \$5,000.00 whole life insurance policy, effective the employee's date of hire. The parties acknowledge that this benefit

was a \$2,500.00 policy prior to July 1, 1989.

Section 8. Disability Insurance. The employer shall provide, consistent with the current practice and benefits, each employee covered by this Agreement with a \$75.00 per week accident and disability insurance policy.

Section 9. Notwithstanding the foregoing, the Employer shall have the right at any time during this Agreement to provide substantially equivalent insurance benefits, except for those drug, prescription and vision care benefits provided for through the Rhode Island Public Employees Health Services Fund, under a different plan than those specified in this Article and in lieu thereof.

#### **ARTICLE XIV DISCIPLINE AND DISCHARGE**

The Employer shall have the right to discipline employees up to and including discharge for just cause. The Union shall be given written notice of any disciplinary action that involves suspension or discharge.

#### **ARTICLE XV GRIEVANCE PROCEDURE**

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

Section 2. Procedure. The following procedure shall be adhered to by employees and/or the union in presenting grievances:

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

Step 2. If the matter is not resolved at Step 1, the union and/or the employee must submit a written grievance to the personnel administrator within five (5) days of the immediate supervisor's decision. The personnel administrator shall, within five days of receipt of the written grievance, schedule a meeting to decide its merits. Within 7 days following the meeting, the personnel administrator shall render a written decision, copies of which shall be sent to the

superintendent and the union.

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

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

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

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

## **ARTICLE XVI SALARIES AND JOB DESCRIPTION**

Section 1. The Employer shall write and maintain a file of job descriptions for positions covered by this Agreement. A copy of all job descriptions for positions covered by this Agreement shall be submitted to the president of Local 1033 upon the execution of this Agreement. If the union feels that the description does not accurately portray the duties of the job, it may grieve.

**ARTICLE XVII  
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA  
NATIONAL PENSION FUND**

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

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

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

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

**ARTICLE XVIII  
LEGAL SERVICES FUND**

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

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

Section 3. The legal services fund shall not be used to provide benefits which defray any expenses for disputes, grievances, or legal proceedings between the employee-participant, his spouse or dependents, and the Employer, the Union, or any of its members, their agents or any legal entity of which they are a part.

**ARTICLE XIX  
TERMINATION OF EMPLOYMENT**

Section 1. The effective date of termination of employment shall commence on the day immediately following the employee's last day of service plus earned vacations, holidays and recesses within that period.

Section 2. Health benefits for terminating employees shall not extend beyond the first day of that month next succeeding their effective date of termination.

Section 3. Position should not be refilled until the day following the last paid day of the employee terminating.

## **ARTICLE XX NO STRIKE - NO LOCKOUT**

Cognizant of the statutory prohibition against strikes by employees covered by this Agreement, neither the Union nor any employees covered by this Agreement shall engage in, induce, cause, or encourage any strike, slowdown, refusal to perform duties (including collective absenteeism for alleged illness), work stoppage, or withholding or services of any kind for any reason during the life of this Agreement.

The Employer agrees that there shall be no lockouts during the term of this Agreement.

## **ARTICLE XXI MANAGEMENT RIGHTS**

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

Section 2. With regard to any vacancies or unfilled positions, the filling of any/all vacancies or unfilled positions shall be within the sole discretion of the Providence School board. Nothing contained in Article II, Section 6 shall negate, contradict, or modify in any way the Providence School Board's right pursuant to this provision.

## **ARTICLE XXII SEVERABILITY**

Should any final decision of any Court of competent jurisdiction affect any provisions of this Agreement, only the provision so affected shall become null and void; otherwise, all other provisions under this Agreement shall remain in full force and effect.

**ARTICLE XXIII  
TUITION REIMBURSEMENT PROGRAM**

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

Section 2. Effective July 1, 1997, tuition reimbursement shall be funded annually by the employer in the amount of \$2,500.

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

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

Section 5. Course disbursements shall be made in a fair and equitable manner and shall benefit the greatest number of employees as is practicable. Initial preference shall be to employees assigned to school buildings and educational programs. Courses qualify for reimbursement if they are part of a degree granting program or are job related, technical, professional, GED or trade school program. To qualify for reimbursement, the employee must receive a minimum grade of "C" for undergraduate courses and "B" for graduate courses.

**ARTICLE XXIV  
CHANGES AND AMENDMENTS**

This Agreement constitutes the entire agreement and complete understanding between the Employer and the Union arrived at as a result of collective bargaining, except such amendments hereto or modification hereof as shall be reduced to writing and executed by the parties following the execution of this Agreement.

**ARTICLE XXV  
DURATION OF AGREEMENT/PARITY**

Section 1. This Agreement shall be effective from July 1, 1996 through June 30, 1999, provided however, that the provisions of this Agreement shall be automatically renewed from year to year unless either party shall give written notice to the other party at least One Hundred Eighty-Three (183) days before any subsequent expiration date, that it desires to terminate this Agreement.

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 \_\_\_\_\_.

PROVIDENCE SCHOOL BOARD  
BY

RHODE ISLAND LABORERS'  
DISTRICT COUNCIL  
BY

\_\_\_\_\_  
CHAIRMAN

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

\_\_\_\_\_  
ARTHUR M. ZARRELLA, Ph.D.  
SUPERINTENDENT

LOCAL UNION 1033  
BY

\_\_\_\_\_  
JOSEPH VIRGILIO  
PRESIDENT

WITNESS:  
  
\_\_\_\_\_

WITNESS:  
  
\_\_\_\_\_

Appendix A-1 10 month positions

July 1, 1996 - December 31, 1996

	Ist	2nd	3rd	4th	5th
<b>Human Relations</b>					
I	52.66	57.99	64	71.38	
II	56.48	66.15	72.18	79.5	
III	61.23	74.3	80.32	87.7	
IV	85.86	89.9	93.94	98.18	
<b>Laboratory Technicians</b>	51.85	57.2	63.21	70.58	
<b>Child Care Workers (School Year)</b>	77.6	81.25	84.91	88.73	
<b>Child Care Worker (230 day)</b>	77.6	81.25	84.91	88.73	
<b>Job Coach (230 day)</b>	68.53	73.64	78.87	84.05	
<b>School to Career Specialist</b>	29,688	31,234	32,779	34,325	
<b>Occupational Therapist</b>	25,671	27,644	33,707	37,000	43,146
(Plus: Bac Masters 2, Masters +30 2,757.00)					
<b>Physical Therapist</b>	25,671	27,644	33,707	37,000	43,146
(Plus: Bac Masters 2, Masters +30 2,757.00)					

Appendix A-1 10 month positions

January 1, 1997 - June 30, 1997

	1st	2nd	3rd	4th	5th
<b>Human Relations</b>					
I	\$ 54.24	\$ 59.73	\$ 65.92	\$ 73.52	
II	\$ 58.17	\$ 68.13	\$ 74.35	\$ 81.89	
III	\$ 63.07	\$ 76.53	\$ 82.73	\$ 90.33	
IV	\$ 88.44	\$ 92.60	\$ 96.76	\$ 101.13	
<b>Laboratory Technicians</b>	\$ 53.41	\$ 58.92	\$ 65.11	\$ 72.70	
<b>Child Care Workers (School Year)</b>	\$ 79.93	\$ 83.69	\$ 87.46	\$ 91.39	
<b>Child Care Worker (230 day)</b>	\$ 79.93	\$ 83.69	\$ 87.46	\$ 91.39	
<b>Job Coach (230 day)</b>	\$ 70.59	\$ 75.85	\$ 81.24	\$ 86.57	
<b>School to Career Specialist</b>	\$ 30,578.64	\$ 32,171.02	\$ 33,762.37	\$ 35,354.75	
<b>Occupational Therapist</b>	\$ 26,441.13	\$ 28,473.32	\$ 34,718.21	\$ 38,110.00	\$ 44,440.38
(Plus: Bachelors + 3 Masters +30 2,757.					
<b>Physical Therapist</b>	\$ 26,441.13	\$ 28,473.32	\$ 34,718.21	\$ 38,110.00	\$ 44,440.38
(Plus: Bachelors + 3 Masters +30 2,757.					

Appendix B-1 12 month positions

July 1 1996 - December 31 1996

	1st	2nd	3rd	4th
Supervisor of School Lunch	36,902	39,368	42,161	44,828
Plant Operations Coordinator	41,508	43,285	45,311	47,576
Plant Maintenance Coordinator	41,508	43,285	45,311	47,576
Budget Officer	34,900	36,645	38,477	40,400
Technical Services Expediter	33,208	35,299	37,332	39,394
Supervisor Payroll & Personnel Rel. Records	36,902	39,368	42,161	44,828
Class A Foreman	24,915	26,542	28,373	30,243
Head Custodians (High School)	24,915	26,542	28,373	30,243
Route Foreman	20,829	22,254	23,856	25,817
Expediter of Purchasing and Supplies	43,807	45,779	47,840	49,992
Transportation Director	35,314	37,673	40,346	42,898
Operation Specialist	28,787	31,587	33,007	34,492
Computer Service Specialist	30,116	31,490	32,974	34,458
Computer Management Specialist	36,757	38,670	40,585	42,498
Parent Trainer	21,978	23,603	24,667	25,777
Water Safety Instructor	19,504	20,894	22,458	24,063
Human Resource Specialist	35,000	36,915	38,830	40,475
Child Opportunity Zone Specialist	36,839	39,476	42,113	47,751
Administrative Assistant	22,662	23,685	24,509	25,332
Budget Analyst				
Office Manager				
Energy Control Technician				
Route Inspector				
Program Assistant				
Community Relations Liaison				
Supervisor of Federal Programs				
Accounting				

## Appendix B-1 12 month positions

January 1, 1997 - June 30, 1997

	1st	2nd	3rd	4th
Supervisor of School Lunch	\$ 38,009.06	\$ 40,549.04	\$ 43,425.83	\$ 46,172.84
Plant Operations Coordinator	\$ 42,753.24	\$ 44,583.55	\$ 46,670.33	\$ 49,003.28
Plant Maintenance Coordinator	\$ 42,753.24	\$ 44,583.55	\$ 46,670.33	\$ 49,003.28
Budget Officer	\$ 35,947.00	\$ 37,744.35	\$ 39,631.31	\$ 41,612.00
Technical Services Expediter	\$ 34,202.18	\$ 36,327.07	\$ 38,451.96	\$ 40,575.82
Supervisor Payroll & Personnel Rel. Records	\$ 38,009.06	\$ 40,549.04	\$ 43,425.83	\$ 46,172.84
Class A Foreman	\$ 25,662.45	\$ 27,338.26	\$ 29,224.19	\$ 31,150.29
Head Custodians (High School)	\$ 25,662.45	\$ 27,338.26	\$ 29,224.19	\$ 31,150.29
Route Foreman	\$ 21,453.87	\$ 22,921.62	\$ 24,571.68	\$ 26,591.51
Expediter of Purchasing and Supplies	\$ 45,121.21	\$ 47,152.37	\$ 49,275.20	\$ 51,491.76
Transportation Director	\$ 36,373.42	\$ 38,803.19	\$ 41,556.38	\$ 44,184.94
Operation Specialist	\$ 29,650.61	\$ 32,534.61	\$ 33,997.21	\$ 35,526.76
Computer Service Specialist	\$ 31,019.48	\$ 32,434.70	\$ 33,963.22	\$ 35,491.74
Computer Management Specialist	\$ 37,859.71	\$ 39,830.10	\$ 41,802.55	\$ 43,772.94
Parent Trainer	\$ 22,637.34	\$ 24,311.09	\$ 25,407.01	\$ 26,550.31
Water Safety Instructor	\$ 20,089.12	\$ 21,520.82	\$ 23,131.74	\$ 25,711.89
Human Resource Specialist	\$ 36,050.00	\$ 38,022.45	\$ 39,994.90	\$ 41,689.25
Child Opportunity Zone Specialist	\$ 37,944.17	\$ 40,660.28	\$ 43,376.39	\$ 49,183.53
Administrative Assistant	\$ 23,547.86	\$ 24,395.55	\$ 25,244.27	\$ 26,091.96
Budget Analyst				
Office Manager				
Energy Control Technician				
Route Inspector				
Program Assistant				
Community Relations Liaison				
Supervisor of Federal Programs				
Accounting				

## **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.

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