

**A G R E E M E N T**

**BETWEEN**

**CITY OF PROVIDENCE**

**AND**

**RHODE ISLAND LABORERS' DISTRICT  
COUNCIL**

**ON BEHALF OF LOCAL UNION 1033**

**AFFILIATE OF THE  
LABORERS' INTERNATIONAL UNION  
OF NORTH AMERICA**

**Effective July 1, 2022 to June 30, 2025**

**TEACHER ASSISTANTS**

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AGREEMENT made effective as of the 1st day of July, 2022,  
by and between the CITY OF PROVIDENCE, on behalf of the  
PROVIDENCE SCHOOL DEPARTMENT, hereinafter referred to as the  
"Employer", and the RHODE ISLAND LABORERS' DISTRICT COUNCIL on  
behalf of Local Union 1033 of the Laborers' International Union  
of North America, 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 to, all employees of the Employer  
in the classifications listed below who are included within the  
definition of "municipal employee" set forth in RIGL 28-9.4-2,  
excluding all other employees of the Employer:

Instructional Teacher Assistants  
Teacher Assistants  
Teacher Assistants I  
Clerical Assistants  
Teacher Assistants II  
Assistant Liaisons  
Child Care Worker/Teacher Assistant

(B) The term "Paraprofessional" shall be defined as applying to  
all persons governed by the decision and order in case No. EE-  
1948 issued by the State Labor Relations Board. The parties  
hereby expressly acknowledge the change in job titles from  
Aide(s) to Assistant(s) and acknowledge that said titles are  
interchangeable and that this title change does not affect  
seniority, length of services in classification or any other  
rights, benefits or entitlements. The parties also expressly  
agree and acknowledge that the position of Child Care  
Worker/Teacher Assistant is included herein.

ARTICLE II  
UNION SECURITY

Section 1. The Employer shall deduct from the wages of employees covered by this Agreement, in accordance with the express terms of a blanket authorization form provided by the Union and signed by an individual employee, the monthly dues of the Union for employees who chose to join the Union. In addition, the Employer shall deduct from employees' wages, in accordance with the terms of an authorization provided by the Union and signed by the employee, a monthly voluntary contribution to the Union for any employee who wishes to contribute and declines to be a member.

Section 2. The Employer agrees not to enter into any agreement or contract with members of the bargaining unit, individually or collectively, nor negotiate or bargain with them, unless it is through the duly authorized representative of the Union, and any such agreement entered into shall be null and void.

Section 3. The Employer agrees to deduct membership dues in an amount designated in writing by the Union's Secretary-Treasurer from the weekly pay of each employee who authorizes such deduction in writing as provided in this section. Deductions shall be made weekly from the net pay of each employee who is or who becomes a member of the Union within the scope of the bargaining unit and is covered by this Agreement, provided such employee has voluntarily authorized the Employer to do so in writing with title "Dues Deduction Authorization" form, to be furnished to the Employer as set forth below:

PUBLIC EMPLOYEES' LOCAL UNION 1033

Providence, Rhode Island

Dues Deduction Authorization

I authorize you to deduct from my weekly pay the sum of -----  
----- per week for Union dues payable to the  
Secretary-Treasurer of Local Union 1033.

\_\_\_\_\_  
Date  
\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Employee's S.S. Number  
\_\_\_\_\_  
Employee's ID No.

\_\_\_\_\_  
Address

Such authorization form, deduction, practices and procedures enumerated in this Article shall be in compliance with the requirements of all State laws and regulations regarding same.

The Employer will remit the deduction withheld weekly to the Secretary-Treasurer of Local Union 1033, 410 South Main Street, Providence, Rhode Island 02903 on Payroll Optional reports listing the employee's name, identification number, department number, and amount of dues deducted.

Section 4. 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.

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

Section 6. Unless otherwise agreed to by the parties, the Employer shall not assign bargaining unit work to non-bargaining unit persons.

ARTICLE III  
NO DISCRIMINATION AND MEETINGS AND MAILINGS

Section 1. There shall be no discrimination against any employee by reason of race, color, religion, sex, age, national origin, physical or mental disability, sexual orientation, gender identity or expression, genetic information, or Union membership.

Section 2. 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 3. To the extent possible the paraprofessional unit shall have use of school buildings for after-school meetings providing they do not conflict with any scheduled school function. The Union shall be responsible for custodial coverage

and other utility costs for such meetings.

Section 4. 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 5. At least one (1) paraprofessional shall be included in all faculty meetings related to school matters.

Section 6. Members of the negotiating team shall be granted time off during working hours without loss of pay to attend contract negotiations mutually scheduled by the Employer and the committee. A steward and the grievant shall be granted sufficient time off during working hours to investigate and try to settle grievances without loss of pay.

Section 7. One employee in the Collective Bargaining Unit who is appointed Delegate to Union Conventions shall be granted time off with full pay to attend said conventions as specified in the L.I.U.N.A. Constitutions.

ARTICLE IV  
PRE-EMPLOYMENT QUALIFICATIONS

(A) High School Diploma or equivalency.

(B) Literacy in the English language with the ability to read with comprehension and to write legibly.

(C) The proposed employee must have a good previous employment record, be of good moral character and be free of disqualifying information pursuant to RIGL 16-2-18.1.

(D) Recommendations from at least three (3) persons. Candidates with recommendations from people who have worked with the candidate in some capacity involving children and youth; school personnel; members of parent groups or members of recognized social agencies will be given preference.

(E) The proposed employee must be free from habits injurious to himself and to others.



(F) The proposed employee must be in good health and possess physical and/or other ability to enable him or her to perform the work assigned.

(G) Must possess a Physician's statement regarding health. Negative chest X-Ray. Confidential character clearance.

(H) Rhode Island Department of Education issued Teacher Assistant Certification, and all other State and Federal requirement, including those requirements of the "No Child Left Behind Act" and any applicable successor legislation.

ARTICLE V  
IN-SERVICE TRAINING

Section 1. The employer shall provide in-service training annually to all Teacher Assistants covered by this Agreement. Said in-service training shall consist of no less than three (3) days, inclusive of one mandatory day in service training day which shall take place prior to the commencement of the school year. Remaining in-service training days shall be offered during either the February or April recess weeks.

Teacher Assistants with less than five (5) years of service shall be required to attend three (3) in-service trainings. Teacher Assistants who voluntarily attend non-mandatory in-service trainings shall be compensated at their normal daily rate of pay in addition to recess (vacation) pay.

Section 2. The parties shall meet annually prior to the conclusion of the prior school year to develop said in-service training program. The employer shall notify all teacher assistants of the in-service training schedule prior to the start of the succeeding school year.

ARTICLE VI  
SENIORITY

Section 1. (A) Seniority shall be based on the length of service of permanent employees with respect to time spent in their occupations, provided, however, that the basic needs of the Employer shall govern the assignment of personnel. Teacher Assistants, Clerical Assistants and other employees of the bargaining unit shall have the right, according to seniority, to choose from a list of vacant assignments whenever they are moved or displaced from a job site. 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.

(B) Seniority shall be considered broken for the following reasons:

- (1) When an employee has been discharged for just cause.
- (2) When an employee voluntarily terminates his employment.
- (3) When an employee exceeds an authorized leave of absence.
- (4) When an employee fails to respond to a recall notice.
- (5) When an employee engages in other work without authorization while on leave of absence.
- (6) When an employee is laid off in excess of two (2) consecutive years.
- (7) When an employee is found to have submitted materially false information on his pre-employment application or his re-employment medical history form.

ARTICLE VII  
EMPLOYEES

Section 1. Definitions.

(A) The term "permanent non probationary employee" shall include any employee who has been employed by the Employer continuously in an actual position 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 in an actual position for a period of less than six (6) months.

(C) The term "temporary employee" shall include a person who is employed on a substitute basis, emergency basis, or in other situations.

Section 2. Long-Term Substitutes.

Any vacancy, other than a clear vacancy as defined below, which is known to be of a duration of more than 60 days shall be filled by the most senior qualified substitute employee. In such cases or in cases where a substitute employee is otherwise assigned to and works for more than 60 full days during a given school year, said substitute employee shall become a Long Term Substitute (LTS) at the conclusion of said 60 days and shall thereafter receive the wages and benefits included within this agreement. In the event the incumbent of the vacancy thereafter returns to work, he/she shall be returned to his or her former position and the LTS shall be assigned to any other position then available.

Any clear vacancy that may arise during the school year shall be filled with the most senior LTS no later than 10 days from when the vacancy arises. A clear vacancy is a vacancy caused by the creation of a position that did not previously exist or the resignation, termination, retirement or death of the incumbent of an existing position.

All clear vacancies that exist at the conclusion of each school year shall be filled at the parties' summer jamboree by LTSS in the order of their seniority. Any LTS who acquired LTS status on or after September 1, 2015 who is not awarded a clear vacancy shall revert to substitute status at the beginning of the school year following the summer jamboree.

In all cases, substitutes and LTSS shall be offered assignments by seniority.

ARTICLE VIII  
JOB SECURITY & VACANCIES

Section 1. Layoff. Following the exhaustion of the Employer's best effort to address the issue of lack of work or lack of funding by reassignment, the Employer shall seek volunteers for layoff (employees who volunteer to be laid off will not be allowed to exercise bumping rights but will retain rights to recall). 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 cannot exceed ten (10%) percent of the bargaining unit workforce. All substitute and temporary employees covered by this agreement 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 to any position that the employee possesses the job description qualifications subsequent to the position being initially offered to all bargaining unit employees pursuant to this Article.

Union Stewards and Building Representatives shall be considered senior in service for layoff purposes only.

The Union shall provide to the Human Resources Department a list of all Building Representatives not later than October 31.

The parties hereby agree that should the United States Department of Education rescind or materially reduce any local entitlements currently known as "Title I", either party may within 30 days' notice re-open this lay-off provision and seek negotiations concerning this provision.

Section 2. (A) All vacancies which the administration decides to fill shall be posted on the Department's electronic applicant tracking system. Copies of all postings shall be sent to the Local Union office within two (2) days of such postings. Employees who desire a job vacancy may apply through the applicant tracking system.

(B) Vacancies must be filled by a member of the bargaining unit before outside applicants are considered. If no member of the bargaining unit applies for such position, a laid-off employee must fill it before new applicants are considered.

(C) 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 his/her former position.

(D) Employees whose hours are reduced shall have the right to bump the junior employee in their classification in order to maintain a full work schedule.

(E) Subject to all other provisions of this Agreement and applicable law, employment or re-employment of all classifications of assistants shall be dependent upon the funding of the respective federal/state and local budgets, which support the continuation of their employment.

(F) Recognizing the continuing requirement to provide the most effective and efficient public services, the parties' agree to revise and update all job descriptions.

### Section 3. 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, when

filled by a bargaining unit bidder and not later than sixty (60) days when filled by an external applicant or upon the expiration of the retiring employee's vacation leave, whichever is greater.

(B) Vacancies for positions assigned to Special Education classrooms 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).

(C) Beginning with the 2023/2024 school year, the parties shall adopt and hereby incorporate into this agreement the "Screening and Hiring Guidelines of Positions in Local Union 1033" which is attached hereto as Appendix C and made a part hereof. Unless otherwise agreed to in writing, this provision shall sunset on April 15, 2025.

ARTICLE IX  
WORK YEAR/WORKDAY

Section 1. (A) Employees shall work the full school year extending from the day schools open for the school year to the day schools close and the parties acknowledge and agree that the work year for all school building and educational program employees shall include an Orientation Day which shall be conducted the day prior to the reporting of students and shall also include 2.5 days of Professional Development.

(B) The workday may vary in accordance with established school schedules but in all cases shall be inclusive of a thirty (30) minute lunch period.

(C) The beginning and end of the workday shall be determined by the needs of the specific activity performed, such as monitoring buses, breakfast, and other assignments before and after school hours. Said schedule which includes additional duties during each school day for a stated period in excess of ten days shall be posted and filled by seniority. The employee will be compensated at straight time pay and days of absence for which pay is received shall be based upon the school day

inclusive of said additional duties. All other duties shall be compensated for at one hundred-fifty (150%) percent of regular wages.

(D) There shall be no provision for scheduled overtime activity unless approved by the appropriate school official in writing in advance. Failure of an administrator or designee to secure authorization from the appropriate school official shall not prevent the payment of the overtime of an employee who has been directed to work by said Administrator or designee.

(E) All employees' work schedules shall provide for a twenty (20) minute rest period per day according to a schedule to be approved by the supervisor.

(F) All employees shall receive one (1) full day with pay to attend either their High School or College graduation ceremonies or the High School or College graduation ceremonies of their child or grandchild if the date of graduation falls on the day upon which work is scheduled.

(G) All employees shall receive full pay leave for his/her wedding during the individuals work year--two (2) days limited to those school days immediately preceding, during, or following the wedding.

(H) An employee may be granted leave without pay for a period up to six (6) months to further his or her education.

(I) Any employee covered by this Agreement who has completed his/her probationary period shall be entitled to receive a leave of absence without pay for a period of not less than six (6) months or more than one (1) year. Said leave shall not be granted for the purpose of engaging in other employment.

(J) In the event an employee is required to work during the summer months, that employee shall be entitled to and receive the rate of pay and fringe benefits included in the existing agreement for said time.

(K) In the event that a bus run is not completed because of a breakdown, inclement weather or other reasons that may prevent an assistant from finishing his/her duties at the appointed time, that assistant shall receive pay of time and one-half for all the hours worked and/or detained with the bus and/or children.

ARTICLE X  
ASSIGNMENT OF DUTIES

(A) School principals and Project Coordinators will assign, direct and supervise duties performed by Assistants in their respective schools or projects. Teacher Assistants assigned to K and Grade 1 may be assigned by the School Principal to perform Instructional Assistant duties in other Classrooms during their assigned classes' non instructional periods.

(B) All Assistants must be available for bus monitoring assignments. The safety of school children is an important responsibility of the assistant program. Paraprofessionals who have been monitoring buses for four (4) years or more shall have the right to request to be relieved of bus monitoring assignments provided that such request is made prior to June 1 for the following year. Paraprofessionals with less than four (4) years of employment as a paraprofessional must accept bus-monitoring assignments in accordance with their seniority in their school. The Director of Human Resources will make an effort to assign such duties keeping in mind the assistants' residences and personal requirements. When such adjustments are not possible, assistants will be expected to be available at the time and place assigned. Bus monitoring is a necessary and important function of the assistant program.

(C) The Supervisor of Student Transportation will assign and direct bus-monitoring assistants on a daily basis.

(D) Bus Assistants shall not suffer any loss of pay for refusing to ride in any unsafe school buses.



(E) Bus transportation shall be provided for all Teachers' Assistants who are required to accompany students to school dentists.

(F) Teacher Assistants shall not be required to do cleaning and wiping of tables during lunch periods or cleaning of buses used to transport students.

(G) The Employer shall, with the assistance of the Special Education Department and the Director of Nursing, develop and implement a training program instructing teacher assistants in student hygiene responsibilities. The training shall be provided in the 2022/2023 school year and refresher training shall be provided during the 2023/2024 orientation days. Toileting Instruction shall be a joint duty of the Teacher and Teacher Assistant.

- Effective 2023/2024 school year, all Teacher Assistants assigned to grades K through 4 shall be required to perform hygiene duties, including toileting duties.
- Effective 2024/2025 school year, all Teacher Assistants assigned to grades K through 5 shall be required to perform hygiene duties, including toileting duties.

(H) The parties shall establish a joint committee to study the feasibility of an ESL Assistant Instructor Program.

(I) TA pathway to Teacher program - The parties shall continue to collaborate on their joint and evolving Teacher Assistant pathway to Teacher program including providing scholarship assistance to Teacher Assistants participating in the program. The stated purpose of the program is to provide financial and workplace assistance to TAs who are enrolled in academic programs leading to a Teacher Certification and who agree, upon their successful completion, to Teach in the Providence Public School District. During the term of this Collective Bargaining Agreement, up to six (6) Teacher Assistants per semester, shall be afforded an opportunity to perform required Student Teacher duties in Providence Public Schools and shall receive their normal wages and benefits while performing Student Teacher duties.

(J) Teacher Assistants who possess the dual licensure of CCW and TA shall be placed into the new position of CCW/TA, on the date that the employee presents a copy of all required licensure (RIDE Para Pro or equivalent and DOH Nursing Assistant License) and said employees shall be required to maintain such licensure as a continuing condition of employment. Additionally, said CCW/TA bargaining unit employees shall remain a member of the Teacher Assistant bargaining unit, receive wages equal to those paid to the CCW classification on that date a copy of all required licensure is presented and all subsequent wage increases and benefits provided for in this Teacher Assistant Collective Bargaining Agreement.

ARTICLE XI  
HOLIDAYS AND RECESS VACATION PERIODS

All employees are entitled to the following paid holidays and recess vacation schedule:

Section 1. Holidays (A).

Victory Day*	Christmas Day
Labor Day*	New Year's Day
Columbus Day	Martin Luther King, Jr. Day
Election Day	Presidents' Day
(on which all schools are closed)	Juneteenth
Veterans' Day	Good Friday
Thanksgiving Day	Memorial Day
Thanksgiving Friday	Independence Day-July 4th*

\*for observances during employee's work year.

Section 2. Recesses. (A) Twelve (12) month bargaining unit members 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. All other employees with six or more months of service shall be granted the December/Christmas recess with pay.

(B) The Employer may schedule up to two (2) one (1) week shutdowns to be taken as vacation by all twelve (12) month 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.

(C) In lieu of holiday pay, ten (10) month employees shall receive an additional personal day for each designated holiday, as defined in Section I(A) of this Article, that occurs during a school recess for which ten (10) month employees already receive recess pay; provided, however, that the employer shall have the option of providing Holiday pay instead of an additional personal day for each designated holiday that falls during a school recess. The employer must provide 30 days' notice to the Union and all affected employees of its election.

(D) Vacation leave shall not accrue during any period in which an employee is serving a disciplinary suspension. For every work day that an employee is serving disciplinary suspension, said employee's annual vacation accrual shall be reduced by 1/260ths; provided, however, that this provision shall not apply in any case in which the reduction as calculated above would result in an amount less than one (1) work day. In the event an arbitrator finds that any such suspension lacked just cause, he may award the affected employee any vacation accrual that he otherwise would have received during the suspension period.

ARTICLE XII  
SICK LEAVE

Section 1. (A) Each assistant will be credited with one and two-tenths (1.2) days' sick leave for each full month of employment cumulative to one hundred sixty (160) days. An employee with less than two years of service may borrow against his sick leave reserve for up to 15 school days, provided, however, that should the employee terminate his employment before earning said days advanced, the amount of unearned leave shall be repaid by the employee.

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.

(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 Director of Human Resources' 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 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 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) A permanent employee, upon request, 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 health care and or dental coverage and riders at her own expense. Employees electing this option shall reimburse the Employer 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.

Section 6. Sick leave shall not accrue during any period in which an employee is serving a disciplinary suspension.

Section 7. Recognizing the continuing requirement to provide the most effective and efficient public services, the parties hereto are committed to meet and confer in good faith to address consolidating sick leave, vacation days, and personal days as employee benefits and converting such with a paid time off (PTO) plan.

ARTICLE XIII  
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, regardless of where the deceased resided or any other person with whom the employee may then be living 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; and

(B) Further, such employee may be absent for three (3) consecutive work days 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; and

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

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

(E) Further, two (2) additional workdays without loss of pay 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.

(F) Further, Officers and Members of the Local Union 1033 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 Union 1033 or Officers of other AFL-CIO affiliates. Such time shall not be unreasonably withheld.

ARTICLE XIV  
PERSONAL LEAVE - COURT SERVICE

Section 1. Personal Leave. The Superintendent may grant two (2) days personal leave without loss of pay to members of the bargaining unit and the employee shall not be denied such leave for any business that cannot be conducted at a time not in conflict with the employee's regular workday or for any emergency over which the employee has no control and which required immediate attention. Requests for such leave shall be given as far in advance as possible. Each request must be submitted on a form provided by the Department of Human Resources. The request must list the specific reason for the leave.

Section 2. Jury Leave. 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. The employee will present proof of such service and the amount received therefore.

Section 3. Educational Leave. An employee who is enrolled in a degree granting educational program shall be entitled to a one (1) year leave without pay. Employees who are seeking degrees with the intention of remaining employees of the Employer by seeking a certified position may be granted, at the discretion of the Superintendent, an additional one (1) year leave without pay not to exceed a total of two (2) years.

Section 4. Recognizing the continuing requirement to provide the most effective and efficient public services, the parties hereto are committed to meet and confer in good faith to address consolidating sick leave, vacation days and personal days as employee benefits and converting such with a paid time off (PTO) plan.

Section 5. For Personal Reasons. (A) 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.

(B) 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.

(C) 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 XV  
RELIGIOUS OBSERVANCE LEAVE

Section 1. Any employee whose religious obligations require absence from daily work duties may be absent for three (3) days with pay for such observance. Approval must be obtained beforehand or full pay will be deducted.

ARTICLE XVI  
HEALTH AND DENTAL COVERAGE AND INSURANCE

Section 1. (A) The School Department shall provide individual and family health plan benefits for all employees as provided for below. The plan shall include an annual deductible of \$750 per individual - \$1500 per family, with the network allowance based upon the U.S. Blue Cross PPO Regional allowance and with healthcare coverage as follows:

LOCAL UNION 1033  
PPO HEALTH CARE PLAN

PRE-AUTHORIZATION: Authorization is obtained by participating (In Network) providers. Members are responsible only when using

non-participating providers and for certain diagnostic testing, including MRI.

Hospital Inpatient, Outpatient and free standing ambulatory Surgi Center covered in full for unlimited days of care with all necessary medical services after meeting the annual deductible.

In Network - Coverage in full after meeting the annual deductible.

Out of Network- Coverage at 80% of the In Network allowance after meeting the annual deductible.

**ANNUAL MAXIMUM EXPENSE:**

Benefits increased to full coverage after an annual maximum expense of \$1,000 per individual; \$3,000 per family for all Health Care Plan out of pocket expenses. The out-of-pocket limits are separate for in-network and out-of-network.

Benefits increased to full coverage after maximum expense of \$1,300 per individual; \$2,600 per family for all non-oral RX out of pocket expenses.

Benefits increased to full coverage after maximum expense of \$1,300 per individual; \$2,600 per family for all oral RX out of pocket expenses.

All deductibles, co-pays, and co-insurance applies to the Out of Pocket Maximum.

LIFETIME MAXIMUMS: Unlimited.

DEPENDENT COVERAGE: Spouse and children (Children through the end of the month in which the child turns age 26).

**OUTPATIENT SERVICES:**

PREVENTIVE & EARLY DETECTION CARE: Including Well-baby visits, Adult Annual, Pediatric Office visits, Preventive counseling/education, Immunizations administered by a Healthcare

Professional and Preventative Screenings- In Network covered in full, Out of Network- \$15 copay, then coverage at 80% of the In Network allowance after meeting the annual deductible.

OFFICE VISITS: In Network- \$0. Co-payment at In Network PCMH, \$15 co-payment at Primary Care Physician, \$30. copayment for Specialist, except Preventative & Early Detection Care as defined above. Out of Network-Above stated copayment then coverage at 80% of the In Network allowance after meeting the annual deductible.

EYE EXAMS: In Network-\$15 co-payment for one routine exam per year.

Out of Network-\$15 copay, then coverage at 80% of the In Network- allowance after meeting the annual deductible.

OUTPATIENT SURGERY: In Network- Covered in full, after meeting the annual deductible.

Out of Network- Coverage at 80% of the In Network- allowance, after meeting the annual deductible.

DIAGNOSTIC LAB & X-RAY: In Network- Covered in full subject to Pre-authorization after meeting the annual deductible (except preventative and early detection care), at Blue Cross participating lab, diagnostic and x-ray facilities. Out of Network- Plan pays 80% of the In Network- allowance after an annual deductible, also subject to Pre authorization.

CHIROPRACTIC CARE (15 per year total visits In and Out of Network):

In Network- Office visits \$30. co-payment; lab tests & x-rays covered in full, after meeting the annual deductible .

Out of Network- Office visits \$30. Co-payment then coverage at 80% of the In Network allowance after an annual deductible; lab tests & x-rays Plan pays 80% of the In Network allowance after an annual deductible.

INPATIENT SERVICES (includes MATERNITY):

HOSPITAL ROOM & BOARD including SURGICAL-MEDICAL: In Network- Covered in full for unlimited days of care in a semiprivate room with all necessary medical services, after meeting the annual deductible.

Out of Network- Co pay then coverage at 80% of the In Network allowance for unlimited days of care in a semiprivate room with all necessary medical services, after meeting the annual deductible.

ORGAN TRANSPLANT: In Network- Covered in full for unlimited days of care for eligible services to the recipient and the donor associated with kidney, liver, lung, heart, cornea and homologous bone marrow transplants, after meeting the annual deductible.

Out of Network- Co pay then coverage at 80% of the In Network allowance for eligible services to the recipient and the donor, after meeting the annual deductible.

Free Standing Surg Center In Network- Covered in full after meeting the annual deductible. Out of Network- Coverage at 80% of the In Network allowance, after meeting the annual deductible.

EMERGENCY ROOM: \$125 co-payment for treatment of accident or life threatening medical emergency within 24 hours of onset of symptoms (co-payment waived if admitted to Hospital within 24 hours. including being held for observation in excess of 8 hours.

URGENT CENTER: "Walk In" In Network- \$45. Co Pay.  
Out of Network- \$45. Co Pay then coverage at 80% of the In Network allowance.

TELEMEDICINE - \$7.50 co-copay at designated Telemedicine Network. No coverage outside of network.

DIALYSIS SERVICES: in patient, outpatient, In Network - covered

in full after the meeting annual deductible. In-home dialysis is covered in full. Out of Network- coverage at 80% of the In Network allowance, after meeting the annual deductible.

RADIATION THERAPY/CHEMOTHERAPY SERVICES: outpatient & physician's office, In Network- covered in full. Out of Network- coverage at 80% of the In Network allowance, after meeting the annual deductible.

RESPIRATORY THERAPY: outpatient & physician's office, In Network- covered in full. Out of Network- coverage at 80% of the In Network allowance, after meeting the annual deductible.

BEHAVIORAL HEALTH, MENTAL HEALTH & SUBSTANCE ABUSE  
INPATIENT: In Network- Covered in full for an unlimited days of care after meeting the annual deductible. Out of Network- Coverage at 80% of the In Network- allowance, after meeting the annual deductible.

OUTPATIENT: In Network- Covered in full for an unlimited days of care after meeting the annual deductible. Out of Network- Coverage at 80% of the In Network- allowance, after meeting the annual deductible.

PHYSICAL, SPEECH & OCCUPATIONAL THERAPY OUTPATIENT:  
In Network- 80% coverage after meeting the annual deductible. Covered in full if within 30 days of hospital admission. Out of Network- 80% of the In Network allowance, after meeting the annual deductible.

PRIVATE DUTY NURSING: In Network- 80% coverage. Covered in full if within 30 days of hospital admission. Out of Network- 80% of the In Network allowance, after meeting the annual deductible.

HOME HEALTHCARE: In Network- \$20. per day co pay then cover in full.  
Out of Network- \$20. per day co pay then 80% of the In Network allowance, after meeting the annual deductible.

AMBULANCE: - \$50. Co pay per occurrence. Does not include Air Ambulance.

DURABLE MEDICAL EQUIPMENT, MEDICAL & DIABETIC SUPPLIES, ENTENAL FORMULA & FOOD, PROSTHETIC DEVICES: In Network- 80% coverage after meeting the annual deductible. Out of Network- 80% of the In Network allowance, after meeting the annual deductible.

SKILLED NURSING FACILITY CARE (skilled or sub-acute care)  
In Network- \$20. per admission co pay then covered in full. Out of Network- \$20. per admission co pay then 80% of the In Network allowance, after meeting the annual deductible.

AUTISM SERVICES: Behavioral analysis, PT, OT, ST and Autism diagnosis:  
In Network- covered in full. Out of Network- 80% of the In Network allowance, after meeting the annual deductible.

\* Intermitted Home care services and Home Hospice, Cardiac Rehab, Gender Affirmation Services, Hearing exam, diagnostic testing and Hearing aids, Leukocyte Antigen testing, Infusion Therapy Administration and Infertility Treatment are covered by RI Law, greatest level of coverage is always received In Network.

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

Prepaid prescription drug coverage.

Vision Care.

The Employer also agrees to furnish as an alternative to the foregoing, substantially equivalent coverage from another healthcare provider.

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

Employees with annual base wages of \$56,569 or more shall co-share in the cost of healthcare insurance benefits provided in this Article through pre-tax biweekly payroll deduction by the payment of the Tier Three (3) cost sharing rate, as defined below representing a 20% employee co-share. Employees with annual base wages that are less than \$56,569 but more than \$47,414 shall co-share in the cost of healthcare insurance benefits provided in this Article through pre-tax weekly payroll deduction by the payment of the Tier Two (2) cost sharing rate, as defined below representing a 16.55 co-share. Employees with annual base wages that are less than \$47,414 shall co-share in the cost of healthcare insurance benefits provided in this Article through pre-tax weekly payroll deduction by the payment of the Tier One (1) cost sharing rate, as defined below representing a 15% employee co-share. These rates shall be indexed to reflect the salary increases over the life of the agreement.

The Employer and the Union agree to the following cost sharing schedules by contract year for health insurance benefits provided by the employer:

Co-Share Structure		Year 1	Year 2	Year 3
Tier Three	Individual	\$ 1,335.36	\$ 1,362.07	\$ 1,402.93
Tier Three	Family	\$ 3,343.86	\$ 3,410.74	\$ 3,513.06
Tier Two	Individual	\$ 1,101.62	\$ 1,123.65	\$ 1,157.36
Tier Two	Family	\$ 2,758.60	\$ 2,813.77	\$ 2,898.19

Tier One	Individual	\$ 1,001.52	\$ 1,021.55	\$ 1,052.20
Tier One	Family	\$ 2,507.70	\$ 2,557.85	\$ 2,634.59

Section 1 (C) Health Reimbursement Account (HRA).

(i.) Establishment of Account.

The parties agree that the City shall continue to fund the Healthcare Reimbursement Account (HRA) previously established and administered by the City's health insurer's CDH (Consumer Driven Health) Administrator for the benefit of the parties for the purpose of offsetting the cost of the deductible for the new healthcare plan outlined herein. On a quarterly basis, the CDH Administrator shall provide monthly reports to the parties regarding the funding level of the HRA account, and, on a quarterly basis, the CDH Administrator shall provide to the parties a report detailing the number of claims filed for reimbursement, the amounts reimbursed for each claim, and information concerning the percentage of the annual allowance utilized by each member covered by the plan.

Effective, July 1, 2019, the City shall fund the Full Corpus of the HRA benefit. As used in this Agreement, the "Full Corpus of the HRA benefit" as provided for below (Benefit Levels)

The City shall thereafter, no later than July 1 of each succeeding year, or such earlier date should the Corpus of the Fund decrease to 20% or less of the original funding level, replenish the HRA to ensure that the Full Corpus of the HRA benefit is provided for in the account.

(ii.) Benefit Levels

No employee shall be able to utilize, on an annual basis, any more than his or her Pro Rata share of the HRA benefit.



"Pro Rata share of the HRA benefit" as used in this agreement shall mean:

For employees hired on or after January 1, 2019, shall mean \$300 for employees with individual plan coverage and \$600 for employees with family plan coverage.

For employees hired before January 1, 2019 shall mean \$750 for employees with individual plan coverage and \$1,500 for employees with family plan coverage.

Section 1 (D) Wellness Benefit. Effective July, 1, 2019 the parties shall implement wellness benefit, which shall incentivize healthy behavior and shall be developed by the parties. Any employee who participates in the wellness program will be eligible to have his or her co-share obligation decreased by up to \$300 annually for an individual plan and \$600 annually for a family plan.

Further, effective July 1, 2022, any employee who fails to receive an Annual Preventative Medicine Exam during a contract year shall have his or her co-share obligation increased by an additional \$300 for the following contract year unless exempted by both the Administrator of the RI Public Employees Health Services Fund and the City's Manager of Employee Benefits.

Section 1. (E) Coordination of Benefits (Active). The City's obligation to provide healthcare coverage to a specific member's eligible spouse shall be suspended in the event that the spouse is eligible for medical insurance under any healthcare plan which is equivalent in all aspects of coverage and cost to the City plan. If said spouse's other available healthcare plan coverage is not equivalent to the City plan or if the Plan's cost exceeds the cost of the City plan, then the City shall have the option of: (a) providing payment to the member to make the cost equal, (b) and/or providing only such coverage as to make the plans equivalent, or (c) maintaining the City plan for the spouse. At the request of the City, the member shall be obligated to provide proof that his or her spouse is not eligible to receive healthcare coverage from

another source or that such coverage is not otherwise equivalent coverage pursuant to this agreement. Should the spouse lose the alternate coverage from an alternate source, the City shall restore spousal healthcare coverage on the first day of the month after notice has been received. The aforementioned healthcare coordination of benefits for Active Members' spousal coverage will not reduce the members' healthcare benefits or increase the co-payments/co-shares or costs paid by members or their spouses if such spouses become covered by another healthcare plan through coverage and benefits. Members' spouses will be no longer eligible to decline healthcare benefits in return for the receipt of "buyback" stipends.

## Section 2. 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 for Medicare Plus. The cost of said coverage shall be borne solely by the employer.

(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. The cost of said coverage shall be borne solely by the employer.

(C) Individuals retiring on or after October 15, 2005, shall co-share at the individual rate, 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) Employees hired on and after July 1, 2008, 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 retiree's cost and at the employer's group rate. Said employees shall be required to participate in a Designated Savings Account or other savings vehicle approved by the City and the Union at a rate of six cents (\$.06) per hour with the funds being used for said Retiree Post Medicare healthcare beginning on July 1, 2022. Employee contributions for said fund will change to eight cents (\$.08) per hour on July 1, 2023, and ten cents (\$.10) per hour on July 1, 2024.

(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.

(F) Coordination of Benefits (Retiree) The School Department's obligation to provide retiree healthcare coverage to a specific retiree shall be suspended in the event that the retiree is eligible for medical insurance under any health care plan, including that made available through the retiree's spouse, providing said plan is equivalent in coverage and cost. If coverage is not equivalent or if the plan's cost exceeds the cost to the retiree of a School Department plan, then the School Department shall have the option of providing payment to make the cost equal and/or providing only such coverage as to make the plans equivalent or maintaining the School Department plan for retiree, all pursuant to all provisions contained herein for retirees on said retirement date. At the request of the School Department, the retiree shall be obligated to provide proof that he or she is not eligible to provide health care coverage from another source or that coverage is not otherwise equivalent

coverage pursuant to this agreement. Should a retiree subsequent to retirement, whose healthcare coverage is suspended in accordance with this provision, lose alternate coverage from an alternate source, the School Department shall restore coverage on the first day of the month after coverage has been received under the same terms as those that existed at the retiree's date of retirement.

Section 3. Notwithstanding the foregoing, with thirty (30) days' prior notice to the Union, the Employer shall have the right at any time during this Agreement to provide substantially equal medical insurance benefits under a different plan than those specified in Sections 1 and Section 2 of this Article and in lieu thereof.

Section 4. Dental. (A) For the purpose of providing employees covered by this Agreement with Dental benefits, individual coverage and family coverage as appropriate, the Employer agrees to contribute the sum of \$86.56 per month for each employee covered by this Agreement who is included in the payroll for that month to The Rhode Island Public Employees' Health Services Fund.

For purposes of this section, an employee an employee receiving Workers' Compensation benefits shall be considered to be included in the payroll for that month.

(B) 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.

(C) The Employer shall continue to contribute \$86.56 per month for each ten (10) month employee covered by this Agreement as if that ten (10) month employee were a twelve (12) month employee, during the annual summer non-work period.

Section 5. 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 health 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 and those who have chosen not to be covered by Providence School Department or the City of Providence 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 July to June with payment made in June. 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 health care coverage pursuant to a non-Providence School Department paid plan satisfactory to the Union, retirees eligible for paid health 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 6. 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 7. 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.

## ARTICLE XVII

### 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 the Rhode Island Public Employees' Benefits Trust Funds, the Employer agrees to contribute \$1.97 per hour for each straight-time hour each employee covered by this Agreement is paid. The above language notwithstanding, the Employer's contribution shall be paid for the full day [six (6), seven (7) or eight (8) hours] for every

day that the employee receives pay, including days of holiday and leave, or a contribution is otherwise due under Section 3 below.

Effective June 1, 2023, the Employer's contribution to the Union Benefit Trust Funds shall increase by two cents (\$.02) to a total of \$1.99 per hour for each straight-time hour each employee covered by this agreement is paid.

Effective July 1, 2023, the Employer's contribution to the Union Benefit Trust Funds shall increase by three cents (\$.03) to a total of \$2.02 per hour for each straight-time hour each employee covered by this agreement is paid.

Effective July 1, 2024, the Employer's contribution to the Union Benefit Trust Funds shall increase by four cents (\$.04) to a total of \$2.06 per hour for each straight-time hour each employee covered by this agreement is paid.

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 \$1.40 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.

Effective June 1, 2023, the Employer's contribution provided for by this section shall increase by two cents (\$.02) to a total of \$1.42 per hour for each straight-time hour each employee covered by this agreement is paid.

Effective July 1, 2023, the Employer's contribution provided for by this section shall increase by three cents (\$.03) to a total of \$1.45 per hour for each straight-time hour each employee covered by this agreement is paid.

Effective July 1, 2024, the Employer's contribution provided for by this section shall increase by four cents (\$.04) to a total of \$1.49 per hour for each straight-time hour each employee covered by this agreement is paid.

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.

The parties shall continue to participate in the preferred schedule as codified in the Funding Rehabilitation Plan of the LIUNA National (Industrial) Pension Fund and the employer's contributions to the Fund shall continue and shall increase according to said Preferred Schedule. Said contributions shall be due for each day in which an employee receives pay. Employees receiving Workers' Compensation benefits shall be considered to be working and receiving their regular pay for the sole purpose of making retirement contributions pursuant to this section.

Section 7. Each employee covered by this Agreement and his or her 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 XVIII  
GRIEVANCE PROCEDURE

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

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

Step 1. Within 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/her receipt of the appeal, the Superintendent or his/her 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 Labor Relations Connection in accordance with its rules and procedures, with a copy of same forwarded to the Superintendent. A decision rendered in accordance with its rules and procedures, with a copy of same forwarded to the Superintendent. A decision rendered in accordance with the Labor Relations Connection'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 Employer fails to implement the same, the matter shall be submitted to expedited arbitration.

Section 4. When the Employer proposes to discipline an employee, except for counseling, oral reprimand or written reprimand, the following procedures will apply:

- (A) The employee will be given a prompt hearing. When necessary, at the discretion of the Employer, and depending on the nature of the charges, the employee will be placed on administrative leave with pay for a maximum of five (5) working days with which time the Employer will conduct a hearing.
- (B) If the Employer requires additional time beyond the five (5) working days administrative leave with pay to prepare for the hearing, the employee shall remain on administrative leave with pay until the hearing is held. In no case shall administrative leave with pay exceed ten (10) working days.
- (C) If the Union requires additional time beyond the five (5) working days administrative leave with pay to prepare for the hearing, the employee shall be placed on leave without pay.

The Employer will maintain the continuation of medical insurance until a decision is rendered by an arbitrator for terminated employees; however, with respect to employees with one (1) year or less of service, said continuation of care shall not exceed the actual amount of service, not inclusive of the six (6) month probationary period. Additionally, no purchases of service of any type may be added or included in the actual service.

ARTICLE XIX  
SALARIES

Section 1. The salaries of all employees covered by this Agreement shall be as set forth in Appendix A which is attached hereto and made a part of this Agreement.

- (A) Effective July 1, 2022, there shall be an amount equal to an across-the-Department wage increase for all bargaining unit employees of three and one quarter percent (3.25%) over the June 30, 2022 rate.
- (B) Effective January 26, 2023, all bargaining unit members holding the classification of TAI shall be upgraded to TAI and all bargaining unit members holding the classification of TAI shall be upgraded to TAI.
- (C) Effective July 1, 2023, there shall be an amount equal to an across-the- Department wage increase for all bargaining unit employees of two and one-half percent (2.5%), over the June 30, 2023 rate.
- (D) Effective July 1, 2024, there shall be an amount equal to an across-the- Department wage increase for all bargaining unit employees of two and one-half percent (2.5%), over the June 30, 2024 rate.

Section 2. Advanced Degree Stipend Increases- Effective July 1, 2022 - In addition to the regular hourly pay a TA receives, TAs with college degrees shall receive the following additional pay which shall be added to their regular hourly pay for computing purposes when wage increases are compounded:

- (A) Associate's Degree- \$1.00/hr.
- (B) Bachelor's Degree- \$1.50/hr.
- (C) Master's Degree- \$1.75/hr.

- (D) Teacher Assistants assigned to perform Child Screening duties shall be compensated and reclassified as Liaisons. The existing stipend paid to the lead person shall continue.

ARTICLE XX  
LONGEVITY AND BONUS PAY

Section 1. 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 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.

(A). The Longevity Supplement Annual Percentage Amounts shall be provided as follows:

<u>YEARS OF SERVICE</u>	<u>ANNUAL PERCENTAGE AMOUNT</u>
5 yrs. but less than 10 yrs.	3%
10 yrs. but less than 15 yrs.	4%
15 yrs. but less than 20 yrs.	5%
20 yrs. or more	6%

FOR EMPLOYEES HIRED AFTER SEPTEMBER 1, 2005

<u>YEARS OF SERVICE</u>	<u>ANNUAL PERCENTAGE AMOUNT</u>
7 yrs. but less than 12 yrs.	3%
12 yrs. but less than 17 yrs.	4%
17 yrs. but less than 20 yrs.	5%
20 yrs. or more	6%

FOR EMPLOYEES HIRED ON OR AFTER JULY 1, 2015

<u>YEARS OF SERVICE</u>	<u>ANNUAL PERCENTAGE AMOUNT</u>
7 yrs. But less than 12 yrs.	2%
12 yrs. But less than 17 yrs.	3%
17 yrs. But less than 20 yrs.	4%
20 yrs. Or more	5%

- (E) 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 2. Bonus for Special Education Assistants and Additional Language Proficiency.

Effective July 1, 2022, any Teacher Assistant assigned in a 1:1, 1:2, 1:3, or 1:4 assignment and any Teacher Assistant assigned to a self-contained, behavioral, or autism class and resource inclusion Teacher Assistants that rove to various classrooms shall receive a stipend of \$.75 per hour for all hours worked or paid for during said assignment.

Assistants who demonstrate proficiency to speak a second language shall receive a stipend pay of \$600 effective July 1, 2022 and \$750 effective July 1, 2023. Assistants who demonstrate this proficiency prior to the commencement of the 3<sup>rd</sup> academic quarter shall the full amount and Assistants who demonstrate this proficiency subsequent to the commencement of the 3<sup>rd</sup> academic quarter shall receive 50% of the stipend for that contract year. Teacher Assistants with bilingual ability who do not receive the stipend shall not be required to communicate in any language other than English. Qualifications shall be based on demonstrated proficiency with a process to be agreed upon by the parties. If a process is not in place prior to 30 days before the commencement of the 3<sup>rd</sup> academic quarter for the 2022-2023 School Year than all Assistants who received a bilingual stipend in the prior School Year shall receive the full stipend for the 2022-2023 School Year and others thereafter qualifying shall receive 50%.

Section 3. Travel Allowance. Employees required to utilize their personal vehicle in the course of their employment day, excluding initial travel from and to work/home, shall receive a mileage allowance in the amount of \$0.585 per mile. This amount shall be adjusted annually effective October 1, based upon the Federal Travel Regulations. Individuals who receive daily assignments to different work sites shall receive this travel allowance exclusive of travel to and from work/home.

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 Employer 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 Employer. Nothing contained in Article II, Section 4 shall negate, contradict, or modify in any way the Employer's rights pursuant to this provision.

Section 3. Site-Based Management. The Superintendent may designate up to four (4) schools for site-based management. The Union shall appoint a Local Union 1033 Member of each designated school's staff to serve as a full member of the Site-Based Committee.

ARTICLE XXII  
TUITION REIMBURSEMENT PROGRAM

Section 1. An educational benefit program has been jointly established by the parties and shall continue to be operative as follows:

(A) The Employer shall fund the tuition reimbursement program annually in the amount of Six Thousand Five Hundred Dollars (\$6,500). 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.

(B) Employees shall not be allowed to attend courses during normal work hours unless the Superintendent grants prior approval.

(C) 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 that qualify for reimbursement include courses that are part of a degree-granting program, are job related, or are included in 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.

ARTICLE XXIII  
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.

Section 2. The Employer agrees that there shall be no lockouts during the term of this Agreement.



ARTICLE XXIV  
MISCELLANEOUS

Section 1. The parties shall form a committee to design an evaluation process and designate the substantive areas to be evaluated. The committee shall report their findings no later than April 15, 2023.

(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 2. The Office of the Superintendent shall issue a memorandum with regard to the following matters:

- (A) Notice of all workshops shall be given one month in advance of the workshop.
- (B) A list of all employees in the bargaining unit containing, among other things, their names, addresses, etc., shall be forwarded to the Union annually.

Section 3. Military Service. Any employee who enters the armed forces of the United States Army, Air Force, Marine, Coast Guard or Naval Forces, Reserve 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 4. Military Training Leave. Employees who, by reason of membership to the United States Army, Air Force, Marine, Coast Guard or Naval Reserve or the Rhode Island National Guard, are required by the appropriate authorities to participate in training activities or in active duty as a part of the state military force or special duty as a part of the federal military force, shall be granted military training leave with pay not to exceed twenty (20) days in any one calendar year. 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 5. Immunization Shots. The Board will make available to all employees, without cost, annual immunization shots against influenza, provided the vaccine is available.

Section 6. Wage Equity Committee (A) The Union and the Employer shall establish a Wage Equity Committee which shall meet from time to time to evaluate the prior work experience of all newly hired employees that are covered by this Agreement who seek to receive an upgrade in pay step. The Committee shall be solely responsible for determining the pay step of all newly

hired Teacher Assistants based on equivalent work experience in accordance with the following schedule:

<u>Relevant Outside Work Experience</u>	<u>Starting Step</u>
3 years	2nd step
6 years or more	3rd Step

- (B) The Wage Equity Committee shall consist of two representatives from the Union, the Employee Relations Administrator and the Chief Financial Officer from the School Department.
- (C) All newly hired employees who are covered by this Agreement shall be responsible for providing the Committee with information verifying his or her prior outside work experience.

ARTICLE XXV  
SEVERABILITY

Section 1. Should any final decision of any Court of competent jurisdiction affect any provision 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 XXVI  
CHANGES AND AMENDMENTS

Section 1. This Agreement constitutes the entire agreement and complete understanding between the Employer and the Union arrived at as a result of collective bargaining, except such amendments hereto or modifications hereof as shall be reduced to writing and executed by the parties following the execution of this Agreement.

Section 2. The parties acknowledge and agree that their negotiated Memoranda of Agreement/Understanding identified in

Appendix C hereto are hereby incorporated into this Agreement and shall have full force and effect as if fully set forth herein.

ARTICLE XXVII  
DURATION OF AGREEMENT

Section 1. The terms and conditions of this Agreement shall be effective July 1, 2022 and shall continue in full force and effect through June 30, 2025 and from year to year thereafter unless either party at least one hundred and twenty (120) days prior to June 30, 2025, 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 17<sup>th</sup> day of March in the year 2023.

THE PROVIDENCE SCHOOL  
DEPARTMENT BY

A. Infante-Green  
ANGELICA INFANTE-GREEN  
CROWLEY ACT DELEGATE

RHODE ISLAND LABORERS'  
DISTRICT COUNCIL  
BY

Michael F. Sabitoni  
MICHAEL F. SABITONI  
BUSINESS MANAGER

LOCAL UNION 1033  
BY

Ronald R. Coia  
RONALD R. COIA, ESQ.  
BUSINESS MANAGER

Vicki A. Virgilio  
VICKI A. VIRGILIO  
PRESIDENT

WITNESS:

\_\_\_\_\_

WITNESS:

Karen J. O'Connell

(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

APPENDIX A

SALARY SCHEDULE FOR ALL SCHOOL ASSISTANTS

The salaries specified are the minima and maxima for the positions described. Progression to the maxima within the position ranges specified shall be accomplished in not more than three years or as outlined in the salary schedule unless it should be decided by the superintendent that the salary of any employee covered by this schedule should not be advanced according to the schedule. In such cases notice to that effect will be given to the Business Manager and to such employees explaining the reason for such decision, which will be substantiated by written reports, a copy of which shall be filed in the Personnel Office. If the obstacles to an increase are not removed during the ensuing school year, the salary of such employees shall remain the same during the succeeding school year and thereafter until such obstacles are removed. When the obstacles are removed, the employee may resume normal progress on the schedule at the beginning of the following year. The Superintendent will file notice of the removal of cause with appropriate parties.

Progression from one assistant group to another will be according to evaluative judgments made by the Superintendent or his/her designee, providing an actual vacancy exists. Assistants who have attained sixty (60) approved college credits shall be considered for an accelerated progression by the Superintendent or his/her designee from one assistant group to another.

(APPENDIX B)  
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.

APPENDIX C

1. Longevity payments – February 7, 2012.
2. Special Education/ESL bonuses – October 12, 2010.
3. Benefits (Bonuses/Membership in Retirement System) – March 15, 2010.
4. Staffing of Teacher Assistants/Bus Monitors – October 21, 2009.
5. Bilingual Child Outreach Screeners – February 18, 2015.