



TENTATIVE AGREEMENT WOONSOCKET / RHODE ISLAND COUNCIL 94,
AFSCME, AFL-CIO, LOCAL 1137 CHAPTER

The Woonsocket Education Department and Rhode Island Council 94, AFSCME, AFL-CIO, Local 1137 Chapter ("Local 1137") agree to continue the terms of their 2010-2013 collective bargaining agreement, except as modified below, in a new collective bargaining agreement to have effect on July 1, 2013 and to expire on June 30, 2018. The parties acknowledge that the terms set forth in this Tentative Agreement will not have effect unless and until they are approved by the Woonsocket Budget Commission and the membership of Local 1137.

1. Health Insurance: The parties agree to the City-wide health insurance plan (attached), with 20% contribution from all employees who earn an annual salary including longevity of \$28,000 or greater effective July 1, 2013, 17% contribution from all employees who earn an annual salary including longevity of less than \$28,000, effective July 1, 2013; 19% from these same employees as of July 1, 2014; and 20% from these same employees as of July 1, 2015.
 - a. Section 20.1, Section 20.1a and Appendix A shall be revised to incorporate the City-wide plan and contributions described above.
 - b. Sections 27.3 and 27.4 shall be amended. Future retirees will be eligible for individual coverage only upon achieving eligibility under section 27.3, with a 20% contribution by future retirees (50% for employees hired on/after July 1, 2013); conversion to Medicare upon eligibility. The maximum duration of coverage before Medicare eligibility will be six (6) years. Section 27.4 will be amended to require 80% of cost of a Medicare supplement plan borne by the WED, with no prescription rider.



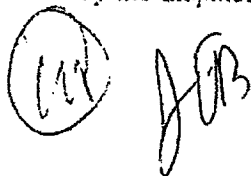
- c. The health insurance plan design benefits will not be changed through June 30, 2017 unless changes are required by the insurance carrier/administrator.
2. Vacations: Article 9 shall be amended to reflect the following agreement between the parties.
- a. Section 9.1: Employees shall receive ten (10) days of vacation each year upon completion of one year of service; fifteen (15) days each year upon completion of ten (10) years of service; and twenty (20) days each year upon completion of fifteen (15) years of service, except that those employees who have completed twenty-five (25) years of service as of July 1, 2013 shall receive twenty-five (25) days of vacation each year.
- b. Section 9.6: All employees covered by this agreement shall take fifty percent (50%) of their vacation during school vacation periods, including the summer break, except that custodial staff shall take fifty percent 50% of their vacation during the summer break, but not during (a) the two-week period prior to the opening of school and/or (b) any vacation period within the school year.
3. Salaries: Section 42.3 shall be amended as follows. Employees' salaries, as set forth in section 42.3 shall increase by 1.5% on July 1, 2014; and 1.5% on July 1, 2015, with no increases for the remaining two (2) years of the term of this agreement.
4. Seniority: Section 11.9: Replace the second and third sentences of the second paragraph as follows: "A one-week written notice will be given to the employee and his/her options will be explained. The employee shall exercise his/her



bumping rights within one week of this meeting, and shall move into the position selection within two weeks after selection."

5. Posting/Filling Vacancies:

- a. Amend section 12.7 to read: "Employees appointed to a position within the bargaining unit shall be granted a trial period of up to fifteen (15) work days in the new position. If the employee, after said trial period, cannot satisfactorily perform the duties and responsibilities of the job, said employee will be returned to his/her original position and the next bidder with the most seniority shall be given a fifteen (15) day work day trial period. Employees shall be granted the right of self-removal at any time before the fifteenth (15th) work day of the trial period is completed, and returned to their former position. Vacant positions shall not be filled from the outside until after the fifteenth (15th) work day in the case of a vacancy resulting from a transfer."
- b. Move the last two paragraphs in section 11.9 to section 12.9, which shall be deleted and replaced with the following language: "The Union and Administration agree to hold a placement meeting, as needed to fill more than two positions left vacant as a result of the displacement process set forth in Article 11. Members affected by the displacement process shall be invited to this placement meeting, at which they will receive written information regarding all positions eligible for consideration. Each member will then elect to be placed in an eligible position by seniority. The member who is displaced by the election of the more senior member and those still affected by the displacement process will remain at the meeting until the election



process is completed. All members who elect to fill positions at this placement meeting shall not have a trial period, and all assignments made at this meeting shall be deemed final."

6. Other

- a. Union Security – Amend section 3.5 to read: "Any employee covered by this agreement and who has not or does not make application for membership, shall as a condition of employment, pay to the Union each month a service charge as a contribution toward the administration of this agreement."
- b. Childbirth Leave – Amend Section 14.2 to add the following language at the end of the section: "Such leave shall run concurrently with leave afforded under the Family Medical Leave Act and the Rhode Island Parental and Family Medical Leave Act."

The Woonsocket School Committee and Woonsocket Budget Commission,
By:

6/26/13
Samir Khan, PhD. Anne Dwyer

Date: 6-27-13

Council 94, Local 1137

By:

John Brunner

Date: 6/26/13
6/26/13

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HealthMate
BY FIRST CO/SH



100/80 500 Coinsurance Plan

Understanding Your Benefits

Deductibles

You pay the following amounts each year before your health plan starts to pay toward the cost of covered services:

\$500 per individual plan;

\$1,000 per family plan in network

\$1,000 per individual plan;

\$2,000 per family plan out of network

Out-of-pocket Limits

To protect you from very high costs, your plan limits how much you could pay out of pocket for healthcare services. The following is the most you would pay for deductibles and coinsurance each year:

\$1,500 per individual plan;

\$3,000 per family plan in network

\$3,000 per individual plan;

\$6,000 per family plan out of network

The deductible and out-of-pocket limits are separate for in-network and out-of-network services.

What's Covered	What You Pay
Preventive Care <ul style="list-style-type: none"> Adult preventive care Child preventive care Immunizations Preventive and diagnostic lab, X-ray, and imaging 	\$0 in network 20% per visit after deductible out of network
Primary Care Office Visits <ul style="list-style-type: none"> Adult primary care Adult gynecological exam Pediatric primary care 	\$20 per visit in network 20% per visit after deductible out of network
Specialist Office Visits <ul style="list-style-type: none"> Specialty care Chiropractic (limit 12 visits per year) Routine eye exam (limit 1 visit per year) 	\$30 per visit in network 20% per visit after deductible out of network
Outpatient Services <ul style="list-style-type: none"> Medical/surgical care High-end radiology services, major diagnostic, and nuclear medicine (e.g., MRI/CAT/PET) 	0% per visit after deductible in network 20% per visit after deductible out of network
Inpatient Services <ul style="list-style-type: none"> Acute care Maternity Mental health Chemical dependency Rehabilitation (limit 45 days per year) 	0% per visit after deductible in network 20% per visit after deductible out of network
Emergency Services <ul style="list-style-type: none"> Hospital emergency care 	\$150 per visit in network \$150 per visit out of network
Ambulance	\$50 per occurrence in network \$50 per occurrence out of network

HM 500 DED 100-80 20-30-30-150

continued

What's Covered

What You Pay

Urgent Care Center	\$30 per visit in network \$30 per visit out of network
Durable Medical Equipment	20% per occurrence after deductible in network 20% per occurrence after deductible out of network
Physical/Occupational Therapy (limit 30 visits per year)	20% per visit after deductible in network 20% per visit after deductible out of network
<ul style="list-style-type: none"> Physical therapy Occupational therapy Speech therapy 	
Prescription Drugs	\$10 Tier-1; \$20 Tier-2; \$30 Tier-3; \$50 Tier-4

Beyond Benefits

When you sign in to your member page on BCBSRI.com, you have useful plan and wellness information at your fingertips.

Manage your plan:

- Get a list of your benefits and recent claims.
- See how much you've paid toward your deductible.

Get healthy:

- Read about thousands of health topics in the Health Center.
- Learn how you can get the guaranteed lowest rate on gym memberships, as well as free one-week trial memberships.
- Access our Blue365™ wellness information and discount program.

Call Customer Service:

- Locally: (401) 459-5000
- Outside Rhode Island: 1-800-639-2227
- TDD: 1-888-252-5051

Hours: Monday — Friday, 8:00 a.m. to 8:00 p.m., Eastern Time

This is a summary of your HealthMate Coast-to-Coast benefits. It is not a contract. For details about your coverage, including any limitations or exclusions not noted here, please refer to your subscriber agreement or call our Customer Service Department. If you have questions about receiving medical care, please call your doctor.

**Blue Cross
Blue Shield
of Rhode Island**



500 Exchange Street • Providence, RI 02903-2699
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HealthMate Coast-to-Coast (HMC2C)
Coinsurance Plans (100/80, 90/70, and 80/60)

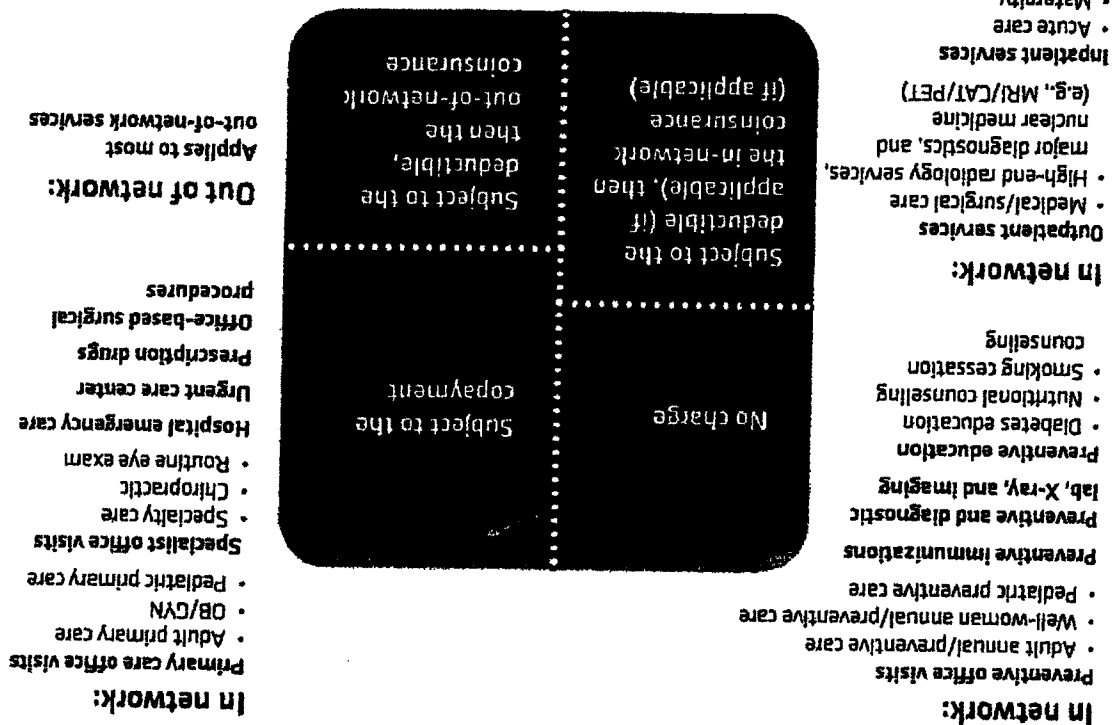
The following diagram shows some of the covered services, and the member's financial responsibility for each.

Key Plan Features:

- National network and non-network coverage
- Cost savings by going to a network doctor or facility
- Preventive care covered at 100% in network
- Deductible and coinsurance allow for lower premiums
- Pharmacy benefits included

Deductible Calculation

All family members contribute to the family deductible. Once that is met, everyone is covered. However, an individual family member will never pay MORE than the individual deductible before being covered.



Physical/occupational/speech therapy

Durable medical equipment

- Rehabilitation
- Chemical dependency
- Mental health
- Maternity
- Acute care

Inpatient services

- High-end radiology services, major diagnostics, and nuclear medicine (e.g., MRI/CAT/PET)
- Outpatient services
- Medical/surgical care
- High-end radiology services, major diagnostics, and nuclear medicine (e.g., MRI/CAT/PET)

In network:

- Preventive office visits
- Adult annual/preventive care
- Well-woman annual/preventive care
- Pediatric preventive care
- Preventive immunizations
- Preventive and diagnostic lab, X-ray, and imaging
- Preventive education
- Diabetes education
- Nutritional counseling
- Smoking cessation
- counseling

In network:

- Subject to the deductible (if applicable), then the in-network coinsurance (if applicable)

No charge

Subject to the copayment

Subject to the deductible, then the out-of-network coinsurance

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Please note:

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Ambulance	

What's Covered		What You Pay
Urgent Care Center		\$30 per visit in network \$30 per visit out of network
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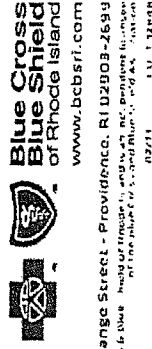
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HealthMate Coast-to-Coast (HMC2C) Coinsurance Plans (100/80, 90/70, and 80/60)

The following diagram shows some of the covered services, and the member's financial responsibility for each.

Key Plan Features:

- National network and non-network coverage
- Cost savings by going to a network doctor or facility
- Preventive care covered at 100% in network
- Deductible and coinsurance allow for lower premiums
- Pharmacy benefits included

Deductible Calculation

All family members contribute to the family deductible. Once that is met, everyone is covered. However, an individual family member will never pay MORE than the individual deductible before being covered.

In network:

Preventive office visits

- Adult annual/preventive care
- Well-woman annual/preventive care
- Pediatric preventive care

Preventive immunizations

Preventive and diagnostic lab, X-ray, and imaging

Preventive education

- Diabetes education
- Nutritional counseling
- Smoking cessation counseling

In network:

Outpatient services

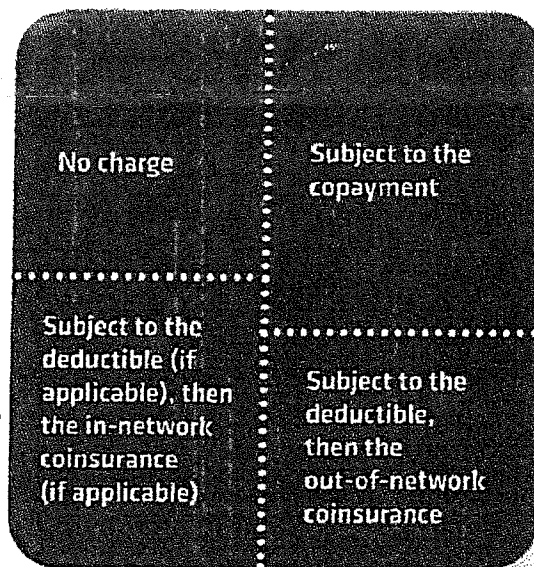
- Medical/surgical care
- High-end radiology services, major diagnostics, and nuclear medicine (e.g., MRI/CAT/PET)

Inpatient services

- Acute care
- Maternity
- Mental health
- Chemical dependency
- Rehabilitation

Durable medical equipment

Physical/occupational/speech therapy



In network:

Primary care office visits

- Adult primary care
- OB/GYN
- Pediatric primary care

Specialist office visits

- Specialty care
- Chiropractic
- Routine eye exam

Hospital emergency care

Urgent care center

Prescription drugs

Office-based surgical procedures

Out of network:

Applies to most out-of-network services

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07-11 IER-9658

AGREEMENT BETWEEN

THE WOONSOCKET SCHOOL COMMITTEE

AND

R. I. COUNCIL 94, AFSCME, AFL-CIO

ON BEHALF OF

WOONSOCKET SCHOOL EMPLOYEES, LOCAL 1137

JULY 1, 2013 - JUNE 30, 2018
(as corrected on 5/2/14)

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DTB

AGREEMENT

This agreement made and entered into this 9th day of May, 2014, by and between the City of Woonsocket School Committee of Woonsocket, Rhode Island, hereinafter called the "Employer" and Rhode Island Council 94, American Federation of State, County and Municipal Employees, AFL-CIO, on behalf of Local 1137, hereinafter called the "Union".

Witnesseth, that for and in consideration of the mutual promises hereinafter set forth, the parties have agreed as follows:

ARTICLE 1 – RECOGNITION

- 1.1 The Employer recognizes and will deal with the Union as the sole and exclusive bargaining agency in all matters pertaining to wages, hours of employment, or other conditions of employment for all non-teaching personnel of the Woonsocket Education Department. The term "employee" or "employees" when used hereinafter means those covered by this agreement as in this section defined.

The bargaining unit, for the purpose of this agreement, shall consist of all non-teaching personnel in the Woonsocket Education Department, as set forth in the Certification dated June 13, 1967, Case No. 1709, except Secretaries to the Superintendent, Network Administrators, Instructional Technology Specialists and Computer Repair Technicians, all of whom shall be excluded from the bargaining unit. Additional inclusions and exclusions may be added by mutual written agreement of the parties.

ARTICLE 2 - NON-DISCRIMINATION CLAUSE

- 2.1 The Employer and the Union agree not to discriminate in any way against employees covered by this agreement on account of race, religion, creed, color, sex, age, marital status, handicap or political affiliation.
- 2.2 All references to employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.
- 2.3 The Union shall not discriminate against any employee in the administration of this agreement because of non-membership in the Union.
- 2.4 The Employer agrees that no employee shall be discriminated against, intimidated or coerced in the exercise of his right to bargain collectively through the Union, or on account of his membership in or activities on behalf of the Union.

ARTICLE 3- UNION SECURITY

- 3.1 The School Committee agrees to the adoption of a Union Checkoff System whereby the Union dues and/or Service Fees will be automatically withheld from employee's pay at source in equal amounts from each bi-weekly pay, as the frequency of the pay period may require. Such withholdings from Union dues are to be transmitted to the Rhode Island Council 94, AFSCME, AFL-CIO, 1179 Charles Street, North Providence, Rhode Island 02904.
- 3.2 The Union will notify the Employer thirty (30) days prior to any change in the amount of dues and service charges to be deducted from the employee's pay.
- 3.3 The School Committee will not aid, promote or finance any labor group or organization that purports to engage in collective bargaining for members of this bargaining unit.

3.4 All employees covered by this agreement and who are members of the Union on the effective date of this agreement shall remain members of the Union in good standing for the life of this agreement.

3.5 Any employee covered by this agreement and who has not or does not make application for membership, shall, as a condition of employment, pay to the Union each month a service charge as a contribution toward the administration of this agreement.

ARTICLE 4 - MANAGEMENT'S RIGHTS CLAUSE

4.1 The Employer retains all rights and jurisdiction to manage the Woonsocket Education Department including, but not limited to, selection and direction of working forces, to hire, suspend, or discharge for just cause, to assign or transfer, to determine the amount of overtime to be worked, to decide on the number and location of facilities, stations, to determine the work to be performed, amount of supervision necessary, subject to the terms of this agreement.

4.2 If any job description is changed to include altogether new responsibilities or altered dramatically from their present duties by the employer, the employee in that present position has the right to exercise his or her bumping rights according to his / her seniority.

ARTICLE 5 - HOURS OF WORK

5.1 It is hereby agreed that all employees shall have one of the following workweeks and/or workdays as follows:

- a. A forty (40) hour workweek, five (5) consecutive eight (8) hour days, Monday through Friday.
- b. A thirty-five (35) hour workweek, five (5) consecutive seven (7) hour days, Monday through Friday.
- c. The normal workweek for utility/weekend security employees shall be a forty (40) hour workweek, five (5) consecutive eight (8) hour days, Thursday through Monday.
- d. Clerical Employees will work a thirty-two and one-half (32 1/2) hour workweek, five (5) consecutive six and one-half (6 1/2) hour days, Monday through Friday during all school recess periods.
- e. The Administration shall have the right to increase the standard clerical workweek to 40 hours for four (4) Central Administration employees. The Union will be notified of any such change. All changes shall be made only through attrition.

5.2 All employees covered by this agreement shall be granted a fifteen (15) minute coffee break/rest period during the first half and during the second half of their workday. The scheduling of breaks will be determined by the Superintendent or his/her designee.

5.3 It is recognized that the hours of work and work schedules have been negotiated between the School Department and the Union and they shall remain in full force and effect. In the event it becomes necessary to change the scheduled work hours, in any area, the School Department shall notify the Union and the parties hereto shall make every effort to agree mutually on the hours for such schedule and fix the hours subject to the grievance and arbitration provisions of this agreement. There is an expectation that for emergencies, snow-related storms and/or special events/projects as determined by the School Committee and/or Superintendent, all facilities personnel shall be required to report to work when requested.

5.4 No employee who has performed work before or after scheduled shift hours will have the right or will be required by the School Department by reason thereof, to take time off to equalize their working hours. Flex-time and compensatory time schedules requested by

the employee and jointly approved in writing by the Union and the Administration shall be covered by this provision if the total hours of the work week exceed the employee's respective total work week (40, 35 or 32 1/2 hours respectively).

ARTICLE 6 – OVERTIME

- 6.1 Time and one-half (1 1/2) shall be paid for all hours worked in excess of an employee's standard work day and work week.
- 6.2 Time and one-half (1 1/2) shall be paid for all hours worked on a Saturday except if Saturday is a regularly scheduled workday.
- 6.3 Double time shall be paid for all hours worked on a Sunday except if Sunday is a regularly scheduled workday.
- 6.3.1 Double time shall be paid for all hours worked when a State of Emergency is called.
- 6.4 Double time plus holiday pay shall be paid for all hours worked on a holiday.
- 6.5 Any employee may pursue compensatory time at time and one-half (1 1/2) rather than overtime if such an arrangement is mutually satisfactory to both the employee and the School Department. All comp time earned must be taken within the following month or it will be forfeited. For academic year employees, all comp time which is earned in the month of June, shall, at their discretion, either take such comp time or receive compensation at a rate of \$50 per day.
- 6.6 Hours credited for holidays, personal leave and vacation shall be considered as time worked for the purpose of computing overtime. Overtime will be credited and paid in those instances where employees are assigned / requested to work overtime by the administration.
- 6.7 Overtime work is to be made a matter of record and distributed fairly and equitably among employees in their respective building and class of position on a seniority rotating basis based on the right of first refusal.
- 6.8 If there are no employees available for overtime within their division, then said overtime will be distributed among employees from all other divisions by class of position on a rotating basis.
- 6.9 A record of overtime payments shall be furnished to the President of the Union upon request with reasonable advance notice.
- 6.10 Hours of work and tours of duty shall not be changed solely for the purpose of avoiding the payment of overtime. Flextime schedules will be requested by the employee and jointly approved by the Superintendent and the Local Union.

ARTICLE 7 - CALL-IN PAY

- 7.1 Employees who are called back to report to work after having left their place of employment and outside their regularly scheduled work hours shall receive not less than three (3) hours pay at their overtime rate. The call-back provision shall not apply to employees asked to report to work early or are asked to stay later.
- 7.2 Employees who are called back to report for work on a Sunday or holiday shall receive three (3) hours pay at double time.

ARTICLE 8 – HOLIDAYS

8.1 All 12-month employees covered by this agreement shall be entitled to the following paid holidays:

- | | |
|---------------------------|--|
| 1. New Years Day | 8. Labor Day |
| 2. Martin Luther King Day | 9. Columbus Day |
| 3. Washington's Birthday | 10. Presidential Election Day |
| 4. Good Friday | 11. Veterans' Day |
| 5. Memorial Day | 12. Thanksgiving Day |
| 6. Independence Day | 13. Day after Thanksgiving |
| 7. Victory Day | 14. Day before Christmas (if school is not in session) |
| | 15. Christmas Day |

8.2 All academic year employees covered by this agreement shall be entitled to the following paid holidays:

- | | |
|---------------------------|------------------------------|
| 1. New Years Day | 7. Presidential Election Day |
| 2. Martin Luther King Day | 8. Veterans' Day |
| 3. Good Friday | 9. Thanksgiving Day |
| 4. Memorial Day | 10. Day after Thanksgiving |
| 5. Labor Day | 11. Christmas Day |
| 6. Columbus Day | |

8.3 To be eligible for holiday pay, an employee must work the last scheduled day before and the first scheduled day after a holiday unless absent for a legitimate illness.

8.4 All work performed on the above-mentioned holidays shall be paid for at the rate of double time plus the employee's regular holiday pay.

8.5 If a holiday falls on a Saturday or Sunday, employees shall receive an additional day off or an additional day's pay. This determination shall be made at the discretion of the Superintendent or his/her designee. If the Superintendent or his/her designee decides that an additional day off shall be awarded, then the Superintendent or his/her designee shall so notify the Union President thirty (30) days prior to the holiday in question.

8.6 If a holiday falls on a regularly scheduled workday, within an employee's vacation period, the employee shall not be charged annual leave for his/her absence on that date.

ARTICLE 9 – VACATIONS

9.1 Employees shall receive ten (10) days of vacation each year upon completion of one year of service; fifteen (15) days each year upon completion of ten (10) years of service; and twenty (20) days each year upon completion of fifteen (15) years of service, except that those employees who have completed twenty-five (25) years of service as of July 1, 2013 shall receive twenty-five (25) days of vacation each year.

9.2 Years of service for vacation credits shall be computed based on a fiscal year basis. All employees shall have their vacation credits prorated during the first year of transition.

9.3 New employees shall not receive any vacation until such employee has completed one year but vacation credits shall accrue after completion of six months of service.

9.4 When the service of an employee shall be terminated by resignation, death, dismissal or otherwise, if such employee shall not have used actual vacation time equal to his vacation credits, such employee or his estate shall, on such termination, be entitled to

receive full pay for each hour of vacation to his credit as of the date of termination. Vacations shall be considered accrued wages and shall be payable according to the amount of vacation time accrued to the last June 30th and not taken, plus one-half (1/2) of the vacation due on that July 1st for every month worked after July 1st.

- 9.5.1 Vacation time shall not be allowed to accrue indefinitely. Employees may carry over into the next year no more than five (5) days the vacation time accrued and credited in the previous year. Written request to carry over an additional five days must be submitted to the Superintendent and School Committee Chair for approval by June 1. Employees on extended sick leave, workers comp or disability shall not accrue.
- 9.5.2 Employees with more than the allowable accrued carry-over time may request payment for such additional time at the rate of \$50.00 per day. Such request for payment must be made no later than June 1 of the then current fiscal year.
- 9.6 All employees covered by this agreement shall take fifty percent (50%) of their vacation during school vacation periods, including the summer break, except that custodial staff shall take fifty percent (50%) of their vacation during the summer break, but not during (a) the two-week period prior to the opening of school and/or (b) any vacation period within the school year.
- 9.7 All employees will submit their requests for vacation to the Director of Human Resources.
- 9.8 Seniority shall be the determining factor if a controversy arises over the selection of vacation dates.
- 9.9 All employees who transfer from school year to full year positions:
- a. Vacation will accrue for each month in which they work prior to July 1
 - b. On July 1 the employee will be credited with the amount of vacation accrued for each month worked that previous school year in a full-year position.
 - 1) Ex. — An employee transfer effective January 2 to a full-year position. On July 1 they will have accrued six months of service. Each month the person would accrue days based on their total length of service. For a person with three years of service it would be .8333 per month. Six times .8333 would equal five (5) vacation days, which would then be credited on July 1st.
 - c. The following July 1 the affected employee would then have accrued a full year's credit for vacation and it would be credited accordingly.
 - d. This revised language will apply to all employees who transferred from school year to full-year positions during the 2008-2009 school year and henceforth.

ARTICLE 10 - PROBATIONARY EMPLOYEES

- 10.1 All new employees, appointed by the School Committee, shall remain probationary employees for the first ninety (90) working days of their employment. Employees shall have no seniority rights during the probationary period and may be terminated at any time during the probationary period at the sole discretion of the Employer. Discharges during this period shall not be subject to the grievance and arbitration procedures of this agreement.
- 10.2 Employees who successfully complete their probationary period shall have their seniority status retroactive to their first day of work.

ARTICLE 11 – SENIORITY

- 11.1 Seniority shall be defined as the total length of service with the School Department within

- a classification computed from the employee's first day worked regardless of the date he/she is appointed.
- 11.2 For the purpose of determining seniority for total length of service, there shall be two classifications as follows:
- a. All Custodial and Maintenance employees;
 - b. All Secretarial and Clerical employees.
- 11.3 If two or more persons start working on the same day, they shall have their seniority determined by lot in the presence of one representative determined by the Union and one representative determined by the School Department.
- 11.4 It is hereby agreed that the parties hereto recognize and accept the principles of seniority within a job title in all cases of shift preference, job and location assignment, vacation and days off.
- 11.5 Seniority lists showing the status of all employees within the bargaining unit shall be made available to the Union and shall be forwarded to all schools once a year.
- 11.6 Employees transferred or promoted to positions outside the bargaining unit shall forfeit their seniority within the bargaining unit after a period of ninety (90) days.
- 11.7 Employees transferred from one classification to another, as defined in Section 2 of this agreement, shall carry their seniority over to the new classification.
- 11.8 An employee shall forfeit all seniority rights then accrued to him/her if he/she:
- a. Is discharged for just cause;
 - b. Terminates employment voluntarily;
 - c. Fails to give response to a recall notice;
 - d. Has been laid off for a period of two (2) years;
 - e. Fails to renew a leave of absence.
- 11.9 Whenever layoffs become necessary, employees shall be laid off on the basis of their seniority (as defined in Section 2 of this article) and those with the least seniority shall be laid off first. In accordance with the following procedure, laid off employees shall have the right to bump an employee with less seniority provided the employee is qualified to perform the duties of the job bumped. Bumping shall take place in accordance with the following procedure:
- When a position will be abolished, a meeting will be held with representative(s) of Administration and representative(s) of the Union. A one-week written notice will be given to the employee and his/her options will be explained. The employee shall exercise his/her bumping rights within one week of this meeting, and shall move into the position selection within two weeks after selection.
- 11.10 For the purpose of this article, job abolishment shall be considered as layoff.
- 11.11 Employees shall be entitled to two (2) weeks' notice before layoff.
- 11.12 Whenever it becomes necessary to increase the work force, laid off employees shall be recalled in the order of their seniority before any new employee is hired provided the employee is qualified to perform the duties of the job vacancy.
- 11.13 When an employee is to be recalled, he/she shall be notified by the Employer by certified mail, return receipt requested, to the employee's last known address. The employee shall notify the Employer by certified mail within ten (10) working days after the date of

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receipt of the certified letter as to whether or not he/she intends to return to work. Failure by the employee to notify the Employer of the employee's intention to return or not to return to work shall be deemed to be cause for termination of employment. If the employee has notified the Employer of his/her intention to return to work any time within two (2) weeks (ten (10) working days), of the receipt of the aforementioned certified letter, the employee shall be re-employed.

- 11.14 A "permanent employee" shall include any person who has been appointed by the School Committee, and has successfully completed his/her probationary period.
- 11.15 A "temporary employee" is an employee who replaced a permanent employee who is out sick, injured or on leave for a definite period of time.
- 11.16 A "substitute employee" is an employee who replaces a permanent employee who is out sick or injured on a day-to-day basis. Substitute employees will not be covered by the provisions of this agreement.
- 11.17 Employees who work less than twenty (20) hours per week shall not be covered by the provisions of this contract.
- 11.18 Any employee who feels that he has been aggrieved with respect to his/her seniority shall have the right to process the matter as a grievance.

ARTICLE 12 - POSTING AND FILLING OF VACANCIES

- 12.1 It is agreed that all new and vacant positions and promotions to more desirable jobs within the bargaining unit (caused by reasons other than layoffs) shall be posted on all bulletin boards in each work area within ten (10) calendar days of their occurrence. Said positions shall remain posted for a period of seven (7) calendar days, with a copy of the posting sent to the Local Union President no later than the first (1st) day of the posting. The successful bidder from within the bargaining unit shall be placed in the position within thirty (30) days after the close of the bid or, if the vacancy is a result of a transfer, after the transferred individual's trial period closes (as referenced in 12.7), whichever is longer. An extension of time for filling of vacancies may be granted by mutual agreement of the parties. All time limits may be waived by mutual agreement. Vacant positions shall not be filled from the outside until after the thirtieth work day in the case of a vacancy resulting from a transfer.
- 12.2 Employees who desire to bid will do so in writing on forms furnished by the Employer. Such forms shall designate the job classification, rate of pay, shift and location of the job. The Local Union shall be provided with a list of all applicants and any additional information if requested.
- 12.3 Whenever a written examination and/or performance test is required for appointment to a new or vacant position, the Superintendent shall review all applications to determine that the applicant possesses sufficient qualifications to warrant examination as set forth in the job specification for the position.

Only applicants who possess sufficient qualifications shall be allowed to take the examination and/or performance test.

Applicants who successfully pass the examination and/or performance test shall be placed on a list for the position(s) in order of their seniority. The Superintendent shall appoint the most senior applicant on the list to the position. Applicants who pass the examination, but are not current bargaining members, shall be placed on the list after all bargaining unit members and shall be placed in order of their scores.

Once a list is established, it shall remain in effect for three (3) years or until it is exhausted, whichever comes first, or until a new test is deemed appropriate by the Superintendent.

All non-competitive positions shall be filled by the most senior bidder from the bargaining unit. Whenever special skills are required for a position, the employee shall demonstrate such skills on the job for a period of fifteen working (15) days.

- 12.4 No bid shall be considered valid if it has not been submitted during the posting period.
- 12.5 Whenever an applicant bids for a position in the Maintenance Department requiring special skills, proof of acquisition of such skills shall be determined by on-the-job observation for a period of five (5) working days by the Director of Facilities. Acquisition of skills required for drivers and deliverymen shall be determined by on-the-job observation for a period of five (5) working days by the Director of Facilities and/or written examination.
- Testing methods for clerical, drivers and deliverymen applicants shall be reviewed and updated with input from the Union.
- Two members of the administration and two members of the union shall form a joint standing committee to review all written exams and discuss other test factors.
- 12.6 The Employer and the Union will cooperate with notifying employees who are absent from work that a job has been posted.
- 12.7 Employees appointed to a position within the bargaining unit shall be granted a trial period of up to fifteen (15) work days in the new position. If the employee, after said trial period, cannot satisfactorily perform the duties and responsibilities of the job, said employee will be returned to his/her original position and the next bidder with the most seniority shall be given a fifteen (15) day work day trial period. Employees shall be granted the right of self-removal at any time before the fifteenth (15th) work day of the trial period is completed, and returned to their former position. Vacant positions shall not be filled from the outside until after the fifteenth (15th) work day in the case of a vacancy resulting from a transfer.
- 12.8 Employees hired after July 1, 2000 must remain in their position for a minimum of one (1) year unless their new assignment is eliminated or restructured within that one-year period, or a transfer is in the best interests of the school department. Upon written notice to the Union, a waiver will be granted by mutual agreement.
- 12.9 The Union and Administration agree to hold a placement meeting, as needed to fill more than two positions left vacant as a result of the displacement process set forth in Article 11. Members affected by the displacement process shall be invited to this placement meeting, at which they will receive written information regarding all positions eligible for consideration. Each member will then elect to be placed in an eligible position by seniority. The member who is displaced by the election of the more senior member and those still affected by the displacement process will remain at the meeting until the election process is completed. All members who elect to fill positions at this placement meeting shall not have a trial period, and all assignments made at this meeting shall be deemed final.

ARTICLE 13 – SICK LEAVE

- 13.1 Sick leave with pay shall be granted to employees covered by this agreement. Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury or exposure to contagious disease.
- 13.2 In case of illness in the immediate family (father, mother, son, daughter, spouse or other person living in the same household) an employee may be allowed up to eight (8) days sick leave with full pay. This leave will be deducted from the employee's accumulated sick leave.
- 13.3 All employees covered by this agreement shall be credited with fifteen (15) days sick leave each July and shall be entitled to accumulate one hundred forty-five (145) days.
- 13.4 An employee shall accumulate an additional five (5) days of sick leave per year in excess of the maximum number of days allowed, if the employee has not used any sick days during the year. Accordingly, upon reaching the maximum cumulative total of the one hundred forty-five (145) days, the accumulated total will be increased by five (5) days each year thereafter, if no sick leave time was used during the year.
- Employees who have their pay docked (cumulative time adding up to a minimum of a full day) for any voluntary or involuntary reason shall forfeit the bonus days.
- 13.5 New employees will not be granted sick leave with pay during their ninety (90) day probation but will be credited with sick leave at the conclusion of their probationary period.
- 13.6 Employees shall be notified on September 1 of each year of the number of sick leave days they have accrued to their credit as of the previous July 1.
- 13.7 Employees absent four (4) work days in succession for reasons of illness must submit, upon request, to the Superintendent and/or Supervisor a signed doctor's certificate or other satisfactory evidence. If an employee fails to submit a doctor's certificate or other satisfactory evidence, his/her payment of sick leave shall be discontinued.
- 13.8 When the service of an employee shall be terminated by retirement or death, said employee or his designated beneficiary or estate shall be entitled to receive fifty (50%) percent of his accrued sick leave as of the date of termination.
- 13.9 In the event of quarantine by the Board of Health, all employees will be allowed absence from work without loss of pay and without deductions from their sick leave credits.
- 13.9.1 All Employees shall be covered by the Rhode Island Temporary Disability Insurance Act.

ARTICLE 14 - CHILDBIRTH LEAVE

- 14.1 A leave of absence shall be granted to an employee upon request for childbirth.
- 14.2 Recovery from childbirth shall be treated as any other temporary disability in terms of accumulated sick leave, seniority status, pay, medical insurance benefits, and all other fringe benefits. This leave will terminate upon release by the employee's physician, but said leave shall not exceed a period of sixty (60) days after birth of child, except upon medical proof of disability relating to pregnancy or childbirth. Such leave shall run concurrently with leave afforded under the Family Medical Leave Act and the Rhode Island Parental and Family Medical Leave Act.

- 14.3 An employee planning to take childbirth leave shall notify the Superintendent or his/her designee of her intention to leave thirty (30) days prior to the start of such a leave. However, this advance notice shall not apply in the case of medical emergency. The employee shall give the Superintendent or his/her designee twenty (20) working days notice of her intention to return to her duties from such leave.

ARTICLE 15 - PARENTAL LEAVE

- 15.1 Parental leave for childrearing shall be granted without pay to employees for no longer than one year. Requests for said leave must be made within two (2) weeks after recovery from childbirth, acceptance of foster children, or the adoption of children, and said leave must commence when granted. An employee who is granted one of these leaves shall notify the Superintendent of Schools no later than thirty (30) days prior to the termination of the leave of his intention to return to work. Seniority shall accrue during approved parental leave.

ARTICLE 16 - BEREAVEMENT LEAVE

- 16.1 All employees covered by this agreement shall be granted leave with pay for five (5) days from date of death, excluding weekends* and holidays, for a death in the immediate family. The immediate family shall include father, father-in-law, mother, mother-in-law, step parents, spouse, brother, sister, step brother or sister, child, step child or any person living in the member's household. *(if an employee works weekends the excluded days would be weekdays).
- 16.2 All employees covered by this agreement shall be granted a leave with pay for three (3) days from the date of death, excluding weekends* and holidays, for a death of the employee's daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandchild and grandparent. *(if an employee works weekends the excluded days would be weekdays).
- 16.3 In case of death of an uncle, aunt, niece or nephew, a leave of absence with pay shall be given for not more than one (1) day to attend the funeral.
- 16.4 In cases where unusual travel or hardships exist then the Superintendent may, at his discretion, grant additional bereavement leave with pay. If granted, the leave will be deducted from the employee's accumulated sick leave or the employee may elect to take leave without pay for this purpose.

ARTICLE 17 - EMERGENCY LEAVE

- 17.1 In the event of a serious emergency, and at the discretion of the Superintendent or his/her designee, one (1) day's absence shall be allowed without loss of pay, but charged to sick leave if no personal leave is available.

ARTICLE 18 - LEAVE OF ABSENCE

- 18.1 It is agreed that upon written application to the Superintendent, an employee may be granted leave without pay not to exceed one (1) year for reasons of personal illness, disability, educational improvement, or other purpose deemed proper and approved by the Superintendent of Schools. Approval of such leaves shall not be unreasonably withheld. At the expiration of such leave, the employee shall be returned to the position from which he/she is on leave at the same step of the then current rate for his/her class of position.
- 18.2 Seniority shall be retained but shall not accumulate during any leaves without pay in

excess of two consecutive weeks nor shall such time count toward eligibility for vacation or longevity benefits. This provision commences July 1, 2007.

- 18.3 The employee must notify the Employer within thirty-five (35) days of his intention to return from a leave of absence.
- 18.4 Leaves granted under this section shall be without health and related benefits unless addressed in other sections of this contract.

ARTICLE 19 - PERSONAL LEAVE

- 19.1 All employees covered by this agreement shall be granted two (2) days personal leave with pay during each fiscal year to conduct personal business. The Superintendent or his/her designee must be notified one (1) day prior to taking such leave. Four (4) days of personal leave may be carried over to the next fiscal year.
- 19.2 Employees wishing to participate in a buyback plan for personal days may do so by requesting, in writing, that the school department pay them at a rate of fifty dollars (\$50.00) per day in exchange for their personal day. Such requests shall be made by May 31.

ARTICLE 20 - MEDICAL INSURANCE

- 20.1 Health: The term "health coverage" shall mean all hospital, physician and related coverage but not dental coverage. All employees covered by this agreement shall be provided with individual or family health coverage (whichever is applicable). The parties agree to the City-wide health insurance plan, a copy of which is attached as Appendix A, and incorporated herein, with a twenty percent (20%) contribution to the cost of that coverage from all employees who earn an annual salary including longevity of \$28,000 or greater effective July 1, 2013; 17% contribution from all employees who earn an annual salary including longevity of less than \$28,000, effective July 1, 2013; 19% from these same employees as of July 1, 2014; and 20% from these same employees as of July 1, 2015.
- 20.2 Dental: All employees covered by this agreement shall be provided with individual or family dental coverage (whichever is applicable). The parties agree that employees shall contribute fifteen percent (15%) to the cost of that coverage.
- 20.3 No employee shall be entitled to any medical coverage, which includes both health and dental coverage (family or individual), if that employee is covered under the health or dental coverage provided to another employee by the Woonsocket Education Department. The purpose of this provision is to eliminate "double medical coverage" for all couples.
- 20.4 The Woonsocket School Department and the Union agree to re-open negotiations on health and dental insurance only if the School Department identifies a health insurance carrier that provides coverage equal in benefits and administration to that of the present coverage.
- 20.5 The health insurance plan design benefits will not be changed through June 30, 2017, unless changes are required by the insurance carrier/administrator.
- 20.6 All employees covered by this agreement who are on a leave of absence due to illness shall have their medical benefits paid for by the Employer for a period not to exceed six (6) months.

- 20.7 All newly appointed employees shall be provided with medical benefits on the first day of the month following their first day of employment.
- 20.8 Any employee who elects not to participate in the medical Insurance coverage provided for above, in either section 20.1 or 20.2, may waive the benefits. The waiver of said benefits shall be subject to the following conditions:
- a. The Woonsocket Education Department must receive written notice of the employee's election to waive not later than August 1 annually.
 - b. The waiver shall automatically be effective for twelve (12) months.

ARTICLE 21 - LIFE INSURANCE

- 21.1 All employees covered by this agreement shall be provided with a group life insurance policy having a face value of ten thousand (\$10,000.) dollars at no cost to the employees.

ARTICLE 22 - ON-THE-JOB INJURY

- 22.1 All employees covered by this agreement shall be covered by the Workers' Compensation Act of Rhode Island. The School Committee agrees to the policy of paying the difference between Workers' Compensation awards and the employee's regular base pay as follows:
- 22.2 During the initial one (1) year period an employee collects Workers' Compensation, any compensation checks received by the employee shall be produced for verification to the Business Manager, and the Employer will pay the employee the difference between said check and his/her regular base pay for said one (1) year period without deduction from sick leave. Absent receipt of compensation checks, the Business Manager shall deduct all absent time from the employee's accumulated sick leave. Employees without accumulated sick leave shall be treated as if on an unpaid personal leave of absence. If deductions appear to exceed adjusted gross pay, deductions will be taken in the following order: FICA/FICA-Med; pension; all taxes; garnishments; health benefits co-pay; union dues; and, then any other voluntary deductions.
- 22.3 Thereafter, upon producing said checks to the Business Manager for verification, the difference between any Workers' Compensation award and the employee's regular base pay shall be deducted from the employee's sick leave account and the employee shall be paid said difference in pay until the employee's sick leave account has been exhausted.
- 22.4 The foregoing shall be effective July 1, 1984, and shall be applied prospectively and shall have no effect or application to employees receiving Workers' Compensation benefits on June 30, 1984.
- 22.5 Sick leave shall not accrue while on-the-job injury continues and vacation time will be frozen.
- 22.6 Employees should notify the school department in writing as soon as possible, preferably within 72 hours from the date of the alleged injury. Such notification shall include the date of alleged injury and all circumstances in connection therewith.
- 22.7 Employees who are unable to perform their regular duties due to a work-related injury may be offered suitable alternative employment within their department. Such assignments must be accepted by such employees unless a physician finds and indicates in writing why the employee is not physically able to perform such duties. Employees will be returned to their regular duties as soon as practicable and as soon as the employee has attained medical clearance. A joint Committee consisting of the three members of the Administration, selected by the Superintendent, and three members of

the bargaining unit, selected by the Union President, will review alternate assignments and implement suitable alternative assignment for no more than 60 calendar days, at which time the alternate assignment shall again be reviewed by the committee. This process shall continue until such time as the employee is able to perform their regular duties.

ARTICLE 23 - RELIGIOUS LEAVE

- 23.1 Employees of Orthodox Christian or Jewish Faiths shall be allowed up to three (3) days absence per year for high holy days. Notification must be given to the Superintendent of Schools at least one (1) day prior to taking this leave or pay will be deducted.

ARTICLE 24 - UNION COMMITTEE

- 24.1 Designated Union officials shall be granted time off with pay during working hours to attend hearings, meetings, conferences and contract negotiations with School Department officials.
- 24.2 Not more than two (2) designated Union officials shall be granted time off with pay during working hours to investigate and seek to settle grievances. Such time off shall be granted with prior approval of the Superintendent of Schools or his designee and such approval shall not be unreasonably withheld nor shall such request for time off be unreasonable.
- 24.3. When necessary, time off work with pay shall be granted to Union officials to attend court hearings, State Labor Relations Board hearings and Council 94 meetings.
- 24.4 A written list of Union officers, members of the Grievance Committee, stewards and other representatives shall be furnished to the Employer by the Union immediately after their designation, and the Union shall notify the Employer of any changes.
- 24.5 The Union shall be permitted to use school buildings for meetings, at no charge, providing members of the bargaining unit assume responsibility for said facilities and the Superintendent receives a use of building form.
- 24.6 One (1) delegate per one hundred Union members or fraction thereof shall be granted time off without pay during working hours to attend AFSCME, International, Regional or State Conventions with the approval of the Superintendent and after twenty (20) days written notice to the Superintendent, time off for International Conventions not to exceed five (5) days; time off for Regional or State Conventions not to exceed two (2) days. This section shall apply to no more than one (1) of each type convention during the course of the year.
- 24.7 Council 94 Business Agents shall have access to School buildings during working hours to conduct Union business, upon notification to the Superintendent of Schools or his/her designee.
- 24.8 The Union shall have the right to distribute to its members, by use of the inter-department mail, Union bulletins, leaflets and pamphlets.

ARTICLE 25 - BULLETIN BOARDS

- 25.1 The Employer agrees to provide bulletin board space in each school where notices of official union matters can be posted.

ARTICLE 26 - JURY DUTY

- 26.1 In the event of a call to Jury Duty, or in compliance with court requirement, absence shall

be allowed with no loss of pay, but in no case shall this article apply if the employee is appearing on a misdemeanor or unlawful act committed by himself/herself or is a non-work related court appearance.

ARTICLE 27 – RETIREMENT

- 27.1 It is agreed by the parties hereto that all employees covered by this agreement shall be recipients and beneficiaries of all retirement benefits contained in the General Laws of the State of Rhode Island as amended from time to time.
- 27.2 Retired employees may be permitted to work up to the limit set by the Employees Retirement System of RI.
- 27.3 For all employees covered by this agreement who retire on or after July 1, 2013, and who have completed twenty-five (25) years of service as a member of Local 1137 in the Woonsocket Education Department, the Department shall provide the individual health insurance plan then in effect for bargaining unit members, subject to the following:

For employees who were hired on or before June 30, 2013 and retire as stated above, the Woonsocket Education Department shall pay eighty percent (80%) of the cost of individual coverage, provided that the retiree shall pay twenty percent (20%) of such cost, with conversion to Medicare upon eligibility, and further provided that the maximum duration of coverage before Medicare eligibility shall be six (6) years.

For employees who were hired on or after July 1, 2013 and retire as stated above, the Woonsocket Education Department shall pay fifty percent (50%) of the cost of individual coverage, provided that the retiree shall pay fifty percent (50%) of such cost, with conversion to Medicare upon eligibility, and further provided that the maximum duration of coverage before Medicare eligibility shall be six (6) years.

The co-share payment to be made by the retiree shall be due in advance, on the first of each month (payment to be made by certified or bank check at the office of the Business Manager). If the payment is not received by the due date, cancellation of this coverage shall result.

Should the retiree obtain paid health insurance coverage elsewhere; or be eligible for such coverage whether from another source of employment, coverage available under a spouse, or otherwise; or if this benefit becomes available through the R. I. Retirement System, the Municipal Employee's Retirement System, or any other governmental retirement system, the Woonsocket Education Department shall not have to provide and pay for this benefit. If thereafter the retiree loses this coverage, or becomes ineligible, or if this benefit becomes unavailable through the R. I. Retirement System, the Municipal Employees' Retirement System, or any other governmental system, the retiree shall be eligible to receive this coverage again as soon as feasible after prior notice to the Woonsocket Education Department of such loss, ineligibility, or unavailability provided the retiree is otherwise eligible.

The retiree annually shall provide the Woonsocket Education Department with a written affidavit of his/her current alternate coverage or the availability thereof from another source, or the absence of same. This affidavit (which shall include the retiree's mailing address) shall be filed with the Woonsocket Education Department not later than August 1 each year. Failure to provide the required affidavit by August 1 shall relieve the Woonsocket Education Department from having to provide and pay for this coverage for the retiree for that year and until compliance for future years.

27.3.1 An employee retiring with the individual health plan provision under article 27.3 shall be allowed to purchase the family health plan for the amount difference of the total cost to the employee between the different costs of the two plans up until the employee reaches the age of 65.

27.4 Employees retiring on or after July 1, 2013, with 35 years of service, 25 of those years as a member of Local 1137 in the Woonsocket Education Department, shall be provided with an individual Medicare supplement plan (no prescription rider), with eighty percent (80%) of the cost of that plan to be paid by the Woonsocket Education Department, and twenty percent (20%) of the cost of that plan to be paid by the retiree.

ARTICLE 28 - WORKING IN A HIGHER CLASSIFICATION

28.1 If an employee is assigned to work in a higher classification within the bargaining unit, said employee shall receive the rate of pay commensurate with said classification for all hours worked. Subsequent vacancies created as a result of such reassignment shall be filled at the discretion of the Administration.

ARTICLE 29 - HEALTH & SAFETY

29.1 The Employer and the Union shall cooperate in the promotion and enforcement of safety rules and regulations.

29.2 The Union agrees that its members shall use protective devices, wearing apparel and other equipment provided by the Employer for the safety and protection of the employees.

29.3 If an employee feels that his work requires him to be in unsafe or unhealthy situations, he should refer it in writing to his immediate supervisor. If the supervisor is unable to resolve the matter, he will bring it to the attention of the Superintendent of Schools.

29.4 If the Superintendent determines that the condition is unsafe or unhealthy, he shall take appropriate action to correct the unsafe or unhealthy condition.

29.5 The Woonsocket Education Department will provide in-service and in-house training for the following safety courses: use of fire extinguishers, chemicals, equipment, CPR, and first aid classes.

ARTICLE 30 - STAFF REPLACEMENT

30.1 If a regular secretary or clerk-typist is absent from work for fifteen (15) consecutive days or more, the School Committee shall hire a substitute secretary or clerk-typist, provided one is available. The Superintendent or his/her designee shall have sole discretion as to who is hired as a substitute.

30.2 An absent custodian will be replaced when absent for one (1) day or more.

ARTICLE 31 - EDUCATIONAL OPPORTUNITIES

31.1 The School Department agrees to provide in-service programs for members of the bargaining unit who wish to improve their skills as related to the function of the respective departments within the School Department. The Superintendent of Schools will work jointly with the Union to develop procedures and programs under this article.

ARTICLE 32 - MILITARY LEAVE

- 32.1 All employees, who, by reason of their membership in the United States Military, Naval or Air Reserve of the Rhode Island National Guard, are required by the appropriate authorities to participate in training activities, shall be granted military training leave for a time period not exceeding fifteen (15) work days in any single calendar year.

ARTICLE 33 - TRADE LICENSES

- 33.1 The Employer agrees to pay for the tradesmen licenses, and any classes required for his/her licenses, up to two (2) in a year, provided such licenses are necessary and used in the course of employment within the department.

ARTICLE 34 - INCLEMENT WEATHER POLICY

- 34.1 When the Employer decides there will be "no school" school-year employees will not be required to report for work and will not be paid. If the above day is made up as part of the school calendar year then said employees will be required to work and will be paid.
- 34.2 All 12-month employees, except maintenance and custodial personnel or other employees needed for snow removal, will be allowed to report to work one (1) hour late on days when school is canceled or delayed due to inclement weather and will be paid. Later arrivals will be docked an hour's pay, or part thereof, for all time lost beyond that first hour.
- 34.3. The Superintendent may dismiss employees due to weather conditions or other emergencies, without loss of pay.

ARTICLE 35 - DISCHARGE AND DISCIPLINE

- 35.1 The Employer shall have the unquestioned right to discharge any new employee during said employee's probationary period of ninety (90) days.

The Employer agrees with the concept of progressive discipline and further agrees that suspension, discharge or discipline of any employee who has completed his probation be made only for just cause.

If a Supervisor has reason to reprimand an employee, it shall be done in a private manner and shall not be done in the presence of other employees or the public. Initial minor infractions, irregularities, or deficiencies shall be privately brought to the attention of the employee in accordance with the ("Due Warning Process") in article 35.1.a. After a period of not more than two (2) years at the discretion of the Superintendent in joint discussions with the union, and if the employee has not committed any further infractions of appropriate rules and regulations, the employee may request that written reprimands be expunged from the employee's personnel records. Each employee may request a copy of all performance evaluations or disciplinary entry in his personnel record and shall be permitted to respond thereto. The contents of an employee's records shall be disclosed to the employee's Union representative with written permission from the employee.

- 35.1.a The "Due Warning Process" shall be:

<u>Step 1</u>	Oral warning	No time limit
<u>Step 2</u>	Written warning	Up to 1 year
<u>Step 3</u>	Probationary disciplinary warning, possible suspension or other disciplinary action as determined by the Superintendent and the union	Up to 2 years

Step 4 Possible termination if pattern of Inappropriate conduct can be documented
(exception is an egregious act)

All warnings will be discussed with the union as per contract.

- 35.2 All charges (other than those which are egregious) against an employee shall be made in writing within ten (10) working days of the infraction unless the employee is not at work, in which case the warning will be issued within five (5) working days of his / her return to work and signed by the employee and the person making the charge, with one (1) copy of such charges filed with the Employer and the Union and a third copy to the employee against whom the charges have been made. Such charges against an employee shall be presented prior to any final action being taken. The employee signature shall signify receipt of the document only.
- 35.3 In the event the Employer suspends or discharges any employee as a result of such charges, the Local Union President shall immediately be notified in writing and the matter shall be referred to the third step of the Grievance Procedure.
- 35.4 In the event the employee is dismissed, demoted or suspended, and such employee appeals such action and his appeal is sustained, he shall be restored to his former position and shall be compensated for any contractual losses suffered by such suspension, demotion or dismissal.
- 35.5 No hearing shall be public except by mutual agreement of the Employer, the Union and the employee involved.
- 35.6 The employee shall be represented by the Union, and the Union shall have the right to designate counsel to represent it and the employee. In a like manner, the Employer and the person filing the charges shall have the right to retain counsel.
- 35.7 A decision, in writing, shall be made within ten (10) working days after the termination of the hearing. A copy of such decision shall be furnished immediately to the Union and to the employee involved, by certified mail, return receipt requested, or hand delivered with receipt required.
- 35.8 In the event the Union feels that the decision of the Employer is an improper one, it shall have the right to refer the matter to arbitration.
- 35.9 All employees will be evaluated annually by the Administration using a form and procedure mutually developed by the union and administration.

ARTICLE 36 - GRIEVANCE PROCEDURE

- 36.1 The purpose of the following grievance procedure shall be to settle, at the lowest possible administrative level, issues which may arise from time to time with respect to the interpretation and/or application of this agreement.
- 36.2 A grievance shall be presented by the aggrieved employee and/or by the Union within ten (10) working days of the occurrence of such grievance.
- 36.3 Grievances arising out of the interpretation and/or application of this contract shall be handled in the following manner:

Step 1: A grievance shall be reduced to writing and presented to the Superintendent of Schools or his designee. The Superintendent or his designee shall meet with the Union within ten (10) working days of the Union's request for a meeting to conduct a hearing on

the grievance. The Superintendent shall render a written decision to the Union within ten (10) working days of the meeting.

Step 2: If a grievance is not resolved according to Step 1 above, the aggrieved and the Union shall have ten (10) working days following the Superintendent's decision to request a hearing before the School Committee. The School Committee shall schedule a hearing within ten (10) working days of the Union request. The Superintendent shall, by direction of the School Committee, contact the Union and they shall arrange a mutually agreed upon time and place to conduct the hearing. Within ten (10) working days after the hearing, the School Committee shall notify the Union, in writing, of their decision.

36.3.1 All grievances will be heard and conducted in closed session.

36.4 In the event the grievance is not settled in a manner satisfactory to the aggrieved and/or the Union, then such grievance may be submitted to arbitration in the manner provided herein.

Either party to this agreement shall be permitted to call witnesses as part of the grievance procedure. The Employer on request will produce payroll and other records as necessary. Designated Union Officers, Stewards, the aggrieved employee and employee witnesses who are employees of the School Department will be paid their regular rate up to their normal quitting time during grievance hearings held before the Superintendent or his designee or arbitrations.

36.5 All time limits at each level of the grievance procedure may be waived by mutual agreement between the parties.

ARTICLE 37 – ARBITRATION

37.1 If the grievance is not resolved according to Article 36 above, such grievance shall, at the request of the Union, be referred to the American Arbitration Association in accordance with its rules. The parties may mutually agree to an alternative method of arbitration. The Union shall furnish a copy of any request for arbitration to the Superintendent of Schools.

37.2 All submissions to arbitration must be made within thirty (30) days after the grievance procedure decision at Step 2. The decision of the arbitrator shall be final and binding upon the parties except that the arbitrator shall not be empowered to make any decision amending, modifying, adding to or subtracting from the provisions of this agreement.

37.3 The expense of such arbitration shall be borne equally by the parties. It is further agreed that no appeal shall be taken except on the grounds that the decision was procured by fraud or that the arbitrator exceeded his authority.

37.4 The arbitrator shall render his/her decision after hearing the grievance.

ARTICLE 38 - TRAVEL ALLOWANCE

38.1 Travel Compensation shall be paid to Maintenance employees who are authorized to use their personal cars in the performance of their duties as follows:

Painter	\$30.00 per month
Supervisory/Custodian (Middle School/Elementary)	\$35.00 per month
Custodian (McFee Administration Building)	\$615.00 per year

38.2 All employees other than those noted above, covered by this agreement who may be

requested to use their personal vehicle for School Department business shall be reimbursed for such use at the rate established by the IRS for business purposes. Employees may refuse to use their vehicles when requested.

ARTICLE 39 - SEVERANCE PAY

- 39.1a The provisions of Article 39 do not apply to employees hired after June 30, 1990.
- 39.1b All employees who terminate their service, whether voluntary, involuntary or otherwise (except termination for just cause) shall receive a severance pay according to the following formula:

Years of Service

Completion of one yr. through 11 years
12 years or more

Accrual Rate

1/2 day per year
1 day per year

- 39.2 Upon the death of an employee, severance pay shall be paid to the employee's designated beneficiary or to the estate of the employee, if no beneficiary is listed.
- 39.3 The School Department agrees to provide each employee with an appropriate beneficiary form to be completed by the employee.

ARTICLE 40 - NON-PERFORMANCE OF BARGAINING UNIT WORK

- 40.1 No one outside the bargaining unit shall perform work normally assigned to employees within the bargaining unit nor shall they displace said employees. However, the School Department may subcontract work outside the bargaining unit when:
- a. Such work that is subcontracted will not result in termination or layoff or failure to recall from layoff any employee qualified to do the work.
 - b. Special projects and/or additional work above and beyond that assigned to bargaining unit employees cannot be completed because of time constraints, lack of skills, or qualifications to carry out the work.
- 40.2 The School Department agrees that it will not subcontract work which can be satisfactorily and more economically performed by bargaining unit employees, provided it has the facilities for doing the work, and the available personnel.
- 40.3 Summer help (students) may be hired at the discretion of the Superintendent of Schools provided there are no employees from within the bargaining unit on layoff.

ARTICLE 41 - LONGEVITY

- 41.1 All employees covered by this agreement shall receive a longevity pay in accordance with the following schedule:

<u>Years of Service</u>	<u>Effective 7/1/06</u>
Completion of 5 years	\$565.00
Completion of 10 years	\$765.00
Completion of 15 years	\$965.00
Completion of 20 years and over	\$1,165.00

<u>Years of Service</u>	<u>Effective 7/1/07</u>
Completion of 5 years	\$590.00
Completion of 10 years	\$790.00
Completion of 15 years	\$990.00
Completion of 20 years and over	\$1,190.00

<u>Years of Service</u>	<u>Effective 7/1/08</u>
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Completion of 5 years	\$615.00
Completion of 10 years	\$815.00
Completion of 15 years	\$1,015.00
Completion of 20 years and over	\$1,215.00

Computation for payment of longevity shall be based on the number of years completed as of July 1st of each year. Employees entitled to longevity shall be paid in one lump sum on or before December 1st.

ARTICLE 42 - SALARY SCHEDULE

- 42.1 All employees shall be granted a one step increase each July 1 until they reach the maximum of their grade. Employees hired after April 1 of any given calendar year shall have their step increase deferred until July 1 of the following calendar year.
- 42.2 Employees who are transferred to a higher classification shall be placed on the step closest to their current salary, but in no case will they sustain a loss of pay. Employees who are transferred to a lower classification shall be placed on the same step as they were prior to the transfer. Employees who are transferred out of classification shall be placed on the same step as they were prior to the transfer.
- 42.2.1 All deferral reimbursements from previous contract extension are hereby eliminated except for employees retiring by September 30, 2010.
- 42.3 Employees' salaries, as set forth below, shall increase by 1.5% on July 1, 2014; and 1.5% on July 1, 2015, with no increases for the remaining two (2) years of the term of this Agreement.

Salary

	Weekly	Weekly	Weekly	Weekly	Weekly
	Step 1	Step 2	Step 3	Step 4	Step 5
Specialist	690	702	716	729	742
Secretary	546	573	599	625	651
Clerk	535	540	554	559	566
Licensed Employee	861	874	886	898	911
Supervisor	843	854	867	879	892
Craftsman	714	726	738	751	769
Utility	646	659	671	682	695
Custodian*	627	639	652	664	677

*Evening Differential for Custodian Wage is \$15.00 per week, including holidays, but not school vacation weeks.

- 42.4 All persons covered under this Agreement will be paid in bi-weekly installments in accordance with the salary schedule set forth in Article 42. School year employees hired after July 1, 2000 shall be paid in 21 equal installments.
- 42.5 School year employees shall work an additional five days before the start of the student school year and an additional five days after the close of the student school year.
- 42.6 All employees hired after July 1, 2006 shall be required to have their payroll checks directly deposited into a bank account(s) of their choice.

ARTICLE 43 - SEVERABILITY CLAUSE

- 43.1 Should any article, section or portion thereof of this agreement be held unlawful and unenforceable by any court of competent jurisdiction, such provision shall not be applied, or performed, or enforced, except to the extent permitted by law, and any substitute action shall be subject to appropriate consultation and negotiation with the Union.

ARTICLE 44 - TERMINATION OF AGREEMENT

- 44.1 This contract will become effective July 1, 2013 and terminate on June 30, 2018. It will automatically be renewed and will continue in full force and effect for additional periods of one (1) year unless either the Committee or the Union gives written notice to the other not later than one hundred-twenty (120) days prior to the last date on which monies can be appropriated.
- 44.2 This contract may be renegotiated at the request of either party and by mutual consent of both parties. Any such request for such re-opening of negotiations shall be made in writing not later than one hundred twenty (120) days prior to the date on which monies can be appropriated
- 44.3 This contract shall remain in full force and effect during the period of negotiations.

ARTICLE 45 - PEOPLE

- 45.1 The employer agrees to deduct from the wages of any employee who is a member of the union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

Council 94 will pay any set-up costs and costs to process the deductions that are incurred by the Woonsocket Education Department.

AFFIRMATION

John F Burns 5/6/14
John Burns (Date)
Staff Representative

Nick McDowell 5/6/14
Nick McDowell (Date)
Union President

David Fortier 5/6/14
(Date)

Thomas Lander 5/6/14
(Date)

Michelle Hatta 5/6/14
(Date)

Lisa Baldelli-Hunt 07.10.14
The Honorable Lisa Baldelli-Hunt (Date)
Mayor

Giovanna Donoyan (Date)
Superintendent

George J. LaPointe (Date)
Chair
Woonsocket School Committee

Dina Dutremble 6/25/14
Dina Dutremble (Date)
Chair - WBC

APPENDIX A

100/80 500 Coinsurance Plan

Understanding Your Benefits

Deductibles

You pay the following amounts each year before your health plan starts to pay toward the cost of covered services:

- \$500 per individual plan;
- \$1,000 per family plan

in network

- \$1,000 per individual plan;
- \$2,000 per family plan

out of network

Out-of-pocket Limits

To protect you from very high costs, your plan limits how much you could pay out of pocket for healthcare services. The following is the most you would pay for deductibles and coinsurance each year:

- \$1,500 per individual plan;
- \$3,000 per family plan

in network

- \$3,000 per individual plan;
- \$6,000 per family plan

out of network

Please Note

The deductible and out-of-pocket limits are separate for in-network and out-of-network services.

What's Covered	What You Pay
Preventive Care <ul style="list-style-type: none"> Adult preventive care Child preventive care Immunizations Preventive and diagnostic lab, X-ray, and imaging 	\$0 in network 20% per visit after deductible out of network
Primary Care Office Visits <ul style="list-style-type: none"> Adult primary care Adult gynecological exam Pediatric primary care 	\$20 per visit in network 20% per visit after deductible out of network
Specialist Office Visits <ul style="list-style-type: none"> Specialty care Chiropractic (limit 12 visits per year) Routine eye exam (limit 1 visit per year) 	\$30 per visit in network 20% per visit after deductible out of network
Outpatient Services <ul style="list-style-type: none"> Medical/surgical care High-end radiology services, major diagnostics, and nuclear medicine (e.g., MRI/CAT/PET) 	0% per visit after deductible in network 20% per visit after deductible out of network
Inpatient Services <ul style="list-style-type: none"> Acute care Maternity Mental health Chemical dependency Rehabilitation (limit 45 days per year) 	0% per visit after deductible in network 20% per visit after deductible out of network
Emergency Services <ul style="list-style-type: none"> Hospital emergency care 	\$150 per visit in network \$150 per visit out of network \$50 per occurrence in network \$50 per occurrence out of network
Ambulance	\$50 per occurrence out of network

continued

JOB

What's Covered	What You Pay
Urgent Care Center	\$30 per visit in network
Durable Medical Equipment	\$30 per visit out of network
Physical/Occupational Therapy (limit 30 visits per year)	20% per occurrence after deductible in network
▪ Physical therapy	20% per occurrence after deductible out of network
▪ Occupational therapy	
▪ Speech therapy	
Prescription Drugs	20% per visit after deductible in network
	20% per visit after deductible out of network
	\$10 Tier-1; \$20 Tier-2; \$30 Tier-3; \$50 Tier-4

JTB

Coinsurance Plans (100/80, 90/70, and 80/60)

The following diagram shows some of the covered services, and the member's financial responsibility for each.

Key Plan Features:

- National network and non-network coverage
- Cost savings by going to a network doctor or facility
- Preventive care covered at 100% in network
- Deductible and coinsurance allow for lower premiums
- Pharmacy benefits included

Deductible Calculation

All family members contribute to the family deductible. Once that is met, everyone is covered. However, an individual family member will never pay MORE than the individual deductible before being covered.

In network:

- Preventive office visits
- Adult annual/preventive care
- Well-woman annual/preventive care
- Pediatric preventive care

Preventive immunizations

Preventive and diagnostic lab, X-ray, and imaging

Preventive education

- Diabetes education
- Nutritional counseling
- Smoking cessation counseling

In network:

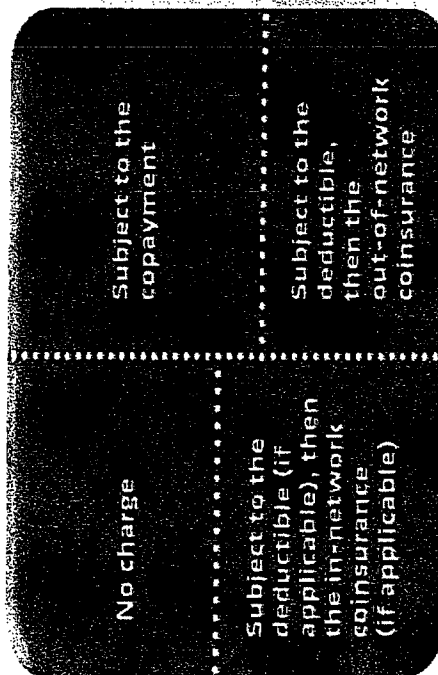
- Outpatient services
- Medical/surgical care
- High-end radiology services, major diagnostics, and nuclear medicine (e.g., MRI/CAT/PET)

Inpatient services

- Acute care
- Maternity
- Mental health
- Chemical dependency
- Rehabilitation

Durable medical equipment

Physical/occupational/speech therapy



In network:

- Primary care office visits
- Adult primary care
- OB/GYN
- Pediatric primary care

Specialist office visits

- Specialty care
- Chiropractic
- Routine eye exam
- Hospital emergency care
- Urgent care center
- Prescription drugs
- Office-based surgical procedures

Out of network:

Applies to most out-of-network services

Handwritten initials: JTB