

ORIGINAL

**AGREEMENT BETWEEN
THE BURRILLVILLE SCHOOL COMMITTEE
AND
R.I. COUNCIL 94, AFSCME, AFL-CIO
ON BEHALF OF
BURRILLVILLE SCHOOL EMPLOYEES, LOCAL 2231**

JULY 1, 2022 – JUNE 30, 2025

TABLE OF CONTENTS

<u>ARTICLES</u>	<u>PAGE</u>
ARTICLE 1 RECOGNITION	5
ARTICLE 2 NON-DISCRIMINATION	6
ARTICLE 3 UNION SECURITY AND DUES DEDUCTION	6
ARTICLE 4 PROBATIONARY PERIOD	7
ARTICLE 5 HOURS OF WORK	7
ARTICLE 6 PREMIUM PAYMENTS	11
ARTICLE 7 SENIORITY	13
ARTIFLE 8 SICK LEAVE	19
ARTICLE 9 PERSONAL LEAVE	22
ARTICLE 10 LEAVE OF ABSENCE	23
ARTICLE 11 JURY LEAVE	24
ARTICLE 12 MILITARY LEAVE	24
ARTICLE 13 MILITARY TRAINING LEAVE	25
ARTICLE 14 BEREAVEMENT LEAVE	25
ARTICLE 15 LEAVE FOR UNION BUSINESS	26
ARTICLE 16 HEALTH AND SAFETY	27
ARTICLE 17 TOOLS AND CLOTHING	27
ARTICLE 18 INCLEMENT WEATHER	28

<u>ARTICLES</u>	<u>PAGE</u>
ARTICLE 19 NON-PERFORMANCE OF BARGAINING UNIT WORK	29
ARTICLE 20 BULLETIN BOARDS	29
ARTICLE 21 UNION COMMITTEE	30
ARTICLE 22 LEGAL DEFENSE	30
ARTICLE 23 SAVINGS CLAUSE	31
ARTICLE 24 MILEAGE ALLOWANCE	31
ARTICLE 25 LIFE INSURANCE	31
ARTICLE 26 HOSPITAL-SURGICAL AND MEDICAL CARE	32
ARTICLE 27 HOLIDAYS	35
ARTICLE 28 VACATIONS	37
ARTICLE 29 DISCIPLINE AND DISCHARGE	38
ARTICLE 30 GRIEVANCE PROCEDURE	39
ARTICLE 31 ARBITRATION	41
ARTICLE 32 SHIFT DIFFERENTIAL	42
ARTICLE 33 WORK IN A HIGHER CLASSIFICATION	42
ARTICLE 34 EDUCATIONAL OPPORTUNITIES	43
ARTICLE 35 SNOW REMOVAL	44
ARTICLE 36 TEMPORARY HELP	45
ARTICLE 37 WAGE SCALE	46

<u>ARTICLES</u>	<u>PAGE</u>
ARTICLE 38 JOB DESCRIPTION IMPLEMENTATION	47
ARTICLE 39 LONGEVITY	48
ARTICLE 40 ANNUAL PERFORMANCE EVALUATION	48
ARTICLE 41 Sick Bank	49
ARTICLE 42 TERMINATION AND DURATION	51
SIGNATURES	52
STIPULATED AGREEMENT	53
APPENDIX A – Summary of Benefits	54
LETTER OF UNDERSTANDING	56
APPENDIX B – Memorandum of Agreement	57

ARTICLE 1

RECOGNITION

- 1.1** The Burrillville School Committee recognizes the Union as the sole and exclusive bargaining unit for all support staff employees of the Town of Burrillville School Department who work twenty (20) hours per week or more including all classifications under this contract with the exception of supervisory employees and confidential employees as determined by the State of Rhode Island Labor Relations Board, as certified by the Labor Relations Board on April 17, 1978 (Case No. EE 3228) in all matters pertaining to wages, hours, working conditions and other conditions of employment in accordance with the "Municipal Employees' Arbitration Act".
- 1.2** It is understood that the Burrillville School Committee retains all rights in the determination of school policy, the operation and management of the schools and the direction and assignment of employees except as otherwise explicitly hereinafter provided in this agreement or under the General Laws of the State of Rhode Island.
- 1.3** The employees and/or the Union will not cause, call or sanction any strike, work stoppage, or slowdown nor will the Employer lock out its employees during the term of this agreement nor will the Union be held liable for any unauthorized action.
- 1.4** The Union recognizes that except as specifically limited, abridged or relinquished by the terms and provisions of this agreement, all rights to manage, direct or

supervise the operations of the School Department and the employees are vested solely in the School Department. Rights of the Employer include, but are not limited to the rights to hire, to promote, to suspend, to discipline, or to discharge for cause, to transfer or layoff because of lack of work or other legitimate reasons, to determine the location of schools or any department thereof, to determine the method, processes and means of operations, and to determine what constitutes good and efficient practice or operation.

ARTICLE 2

NON-DISCRIMINATION

- 2.1 The parties agree not to discriminate in any way against employees covered by this agreement on account of race, religion, creed, color, sex, age, marital status, political affiliation, country of ancestral origin, handicapping condition, Union activity, sexual orientation, gender identity, Union membership or non-Union membership providing such activities are consistent with this agreement and are not in violation of any Federal or State law.

ARTICLE 3

UNION SECURITY AND DUES DEDUCTION

- 3.1 Membership in the Union may be determined by each employee. Newly hired employees may join the Union as of their date of hire.
- 3.2 The Employer agrees to provide payroll deduction for Union dues and Service Fees with proper employee written authorization on a form provided by the Union. The union shall provide copies of all written authorization forms to Administration. Such deductions shall be made in equal installments on a uniform basis and forwarded each pay period to the Certified Bargaining Agent.
- 3.3 Upon receipt of a voluntary written authorization from any union employee covered

by this Agreement on forms provided by the Union, the Employer shall deduct from the pay of such employees the PEOPLE contributions authorized by the employee and forward said deductions to the Union. Deductions shall not be coupled with the Union dues and shall be forwarded separately.

ARTICLE 4

PROBATIONARY PERIOD

- 4.1** All full-time year-round employees, except for maintenance and groundskeeper/roving custodian shall serve a six (6) month probationary period. Maintenance and groundskeeper/roving custodian employees shall serve a nine (9) month probationary period.
- 4.2** All school year (190 days required work) employees shall serve a ninety (90) work day probationary period.
- 4.3** Employees referred to in 1 and 2 above may be terminated at any time by and at the discretion of the School Department during this probationary period. Monthly probationary reports shall be provided to the employee and the Union president.

ARTICLE 5

HOURS OF WORK

- 5.1** Employees covered by this agreement shall be assigned to a basic work schedule as follows:

A. Year Round Employees

1. Clerical:

- (a) **Administrative Secretary**
Burrillville High School
Burrillville Middle School
Special Education
8 hours per day (exclusive of one-half hour for lunch) 6:30

a.m. to 3:00 p.m. for a 40-hour work week.

- (b) **Bookkeeper/Financial Assistant/Payroll/Financial**
8 hours a day (exclusive of one-half hour for lunch) 7:30 a.m.
to 4:00 p.m. for a 40-hour work week.
- (c) **Secretarial/Clerical**
Burrillville High School
Burrillville Middle School
7 hours per day (exclusive of one-half hour for lunch) 7:00
a.m. to 2:30 p.m. for a 35-hour work week.
- (d) **Secretarial/Clerical**
Elementary Schools
7 hours per day (exclusive of one-half hour for lunch) 8:00
a.m. to 3:30 p.m. for a 35-hour work week.

2. **Facilities**

- (a) **Maintenance Foreman**
108 hours per day (exclusive of one-half hour for lunch) 6:30
a.m. to 3:00 p.m. for forty (40) hour work week
Maintenance/Utility and Groundskeeper/Roving
Custodian Maintenance 6:00 AM - 2:30 PM (exclusive of
one-half hour for lunch)
Roving custodians maybe flexed pursuant to stipulated
agreement at the end of the contract.
Flexitime up to one- and one-half hour of start time by
Mutual agreement of the school department and the union.
Flexitime adjusted during summer, spring, fall seasons by
mutual agreement of the school department and union.

Custodian/Lead Custodian/Courier/Utility Worker
8 hours per day (exclusive of one-half hour for lunch) 6:30
a.m. to 3:00 p.m. for 1st shift and 2:45 p.m. to 11:15 p.m. for
2nd shift for a forty (40) hours work week except by mutual
agreement of the school department and union.

Second shift employees shall work 6:30 a.m. to 3:00 p.m. on
snow days, school recess and vacations except by mutual
agreement of the parties.

District Lead Custodian
8 hours per day (exclusive of one-half hour for lunch) 10:00
a.m. to 7:30 p.m. for a forty (40) hours work week except by
mutual agreement of the school department and union.

B. **School Year Employees**

1. **Special Education Teacher Assistant**

7 hours per day exclusive of one-half hour for lunch. All secondary Special Education Teacher Assistants shall work 7:00 a.m. to 2:30 p.m. All elementary Special Education Teacher Assistants shall work 8:00 a.m. to 3:30 p.m. School year employees shall not be required to work beyond the state mandated school year plus ten (10) days which shall include the district in-service days reducing the end of school year work days. Teacher Assistant shall work the school year (180 days) plus an additional ten days each year. The additional ten days shall be determined by Administration. Administration shall notify all teacher assistants by July 1st. prior to the start of the school year, as to the dates of the additional ten days to be worked.

2. **Clerical:**

a. **Administrative Secretary**

W.L. Callahan School

Steere Farm Elementary School

A.T. Levy School

Administrative Secretaries will work year-round. 8 hours per day (exclusive of one-half hour for lunch) for a 40-hour work week. 8:00 a.m. to 4:30 p.m.

b. **Secretarial/Clerical**

Administrative Office

W.L. Callahan School

Steere Farm Elementary School

A.T. Levy School

Burrillville High School

Burrillville Middle School

Pupil Personnel Service

7 hours per day (exclusive of one-half hour for lunch) for a 35-hour work week. 8:00 a.m. to 3:30 p.m.

3. **Food Service**

a. **District Kitchen Production Coordinator**

8 hours per day (exclusive of one-half hour for lunch)

7:00 am to 3:30 pm for a 40-hour work week (190-194 workdays)

c. **Assistant Production Leader**

7 hours per day (exclusive of one-half hour for lunch)
6:30 am to 2:00 pm for a 35-hour work week. (190-194
workdays)

- 5.2 In the event it becomes necessary to change the scheduled work hours specified in Section 1 above, the parties hereto shall make every effort to agree mutually on the changes. If the parties cannot agree mutually on the changes, they may pursue the matter subject to the grievance procedure as outlined in the agreement. During the non-school months, employees can flex their normal hours by up to one (1) hour with prior approval of the appropriate administrator.
- 5.3 All employees shall be granted a fifteen (15) minute break/rest period during the first half and also during the second half of their work day. Said breaks shall not be unreasonably interrupted and employees will be allowed off site.
- 5.4 The School Committee agrees that the hours of work and tours of duty shall not be changed solely for the purpose of avoiding the payment of overtime.
- 5.5 Employees covered by this agreement may leave the building during lunch periods with the knowledge of his/her immediate supervisor.
- 5.6 For the purposes of the entire Collective Bargaining Agreement, School Year means the State mandated School Year plus ten (10) additional work days, five (5) days before the start of the School Year and five (5) days after the School Year.
- 5.7 Teacher Assistants: Two (2) days shall be assigned by the Superintendent for professional development purposes (excluding weekends and school vacation days).

ARTICLE 6

PREMIUM PAYMENTS

- 6.1 All employees whose regular scheduled work week is thirty-five hours shall be compensated at the rate of time and one-half for all hours worked in excess of seven (7) hours in any one day and thirty-five (35) hours in any one week.
- 6.2 All employees whose regular scheduled work week is forty hours shall be compensated at the rate of time and one-half for all hours worked in excess of eight (8) hours in any one day and forty (40) hours in any one week.
- 6.3 Any employee may accept compensatory time at time and one-half rather than overtime if such an arrangement is mutually agreed to by the employee and the Employer. Compensatory time use will parallel the procedure outlined in 28.2 Vacation Procedure. Compensatory time will be made a matter of record with payroll. Employees cannot take more than sixteen (16) hours compensatory time in any two-week period. Accumulated compensatory time will not exceed 40 hours per fiscal year. Compensatory time shall be used before the end of the fiscal year or lost. However, such lost compensatory time shall be paid at the time and ½ rate before the end of the fiscal year.
- 6.4 Overtime work shall be distributed equally among employees in each location and job classification on a rotating basis. The Maintenance Working Foreman will be included by rotation in maintenance overtime. If overtime opportunities are not taken in class by employees in building locations, they will be offered by rotation to employees in classification at other locations. If overtime is not taken as listed above, the school department has the right to fill it on a rotating basis, starting with the least senior person in the building of the posted overtime. Three (3) refusals in one school year may subject the employee to progressive discipline. There will be

no non-school/town events scheduled on Holiday weekends. Under special circumstances overtime can be offered by rotation out of classification if the employees are qualified to perform the work. Out of classification employees will receive time and one half at their regular classification pay. Lead Custodians will be included in the rotation within their designated buildings for custodian overtime. Roving custodians shall be included in rotation in their primary assignment.

- 6.5 If overtime is refused by an employee, said employee will be placed at the bottom of the rotating list and the next person on the list will then become eligible. The District Lead Custodian with the Facilities Manager's approval shall designate what day of the week overtime scheduled needs to be posted and taken down.
- 6.6 A record of overtime work shall be furnished to the Union upon request with reasonable advance written notice.
- 6.7 Employees who are called to report for work, after having left their place of employment shall receive not less than three (3) hours pay at their overtime rate. This section shall not apply to scheduled overtime.
- 6.8 Hours credited for holidays, vacation and compensable injury shall be considered as time worked for the purpose of computing overtime. Hours credited for sick leave shall not be considered as time worked for the purpose of computing overtime. The work week is defined as Monday through Sunday.
- 6.9 The Facilities Manager shall notify the employees involved at least one day in advance in so far as any scheduled activities arise involving overtime.
- 6.10 It is understood that emergency situations as defined by the Facilities Manager may require last minute notification. A rotating schedule shall be maintained for routine

overtime. Should an employee refuse overtime, his/her name will be placed at the bottom of the rotating schedule.

6.11 Any employee responding to a security alarm at the site (burglar, fire, police, HVAC, boiler flame out, computer, and other alarms agreed to by the Burrillville School Department and the Union) shall be compensated at the rate of time and one-half for all hours worked with a minimum guarantee of three (3) hour's pay. All additional hours over three (3) if necessary will be paid at time and one half. First calls for building issues will be to the Facilities Manager then assigned as follows: Maintenance – HVAC, boiler flame out, cold water return sensor. Lead Custodian – Burglar, fire and police alarms. All other calls not indicated above will be assigned by the Facilities Manager to the classification he/she determines is the most appropriate. If the Facilities Manager is unavailable, then the first call shall be to maintenance staff. Maintenance Staff shall receive \$5.00 for each custodial alarm assigned and there shall be no compensation for calls received by Maintenance that do not require a response.

6.12 When users pay for custodial services during special events, the School Department will provide an additional custodian to cover these events whether work days or weekends.

ARTICLE 7

SENIORITY

7.1 The School Committee shall establish a seniority list and the same shall be made available to the Union within thirty (30) days of the signing of this agreement. The School Committee thereafter shall bring the seniority list up to date as required by a change in the work force and shall make the same available to the Union within ten (10) days.

- 7.2 Seniority is defined as the total length of a permanent employee's continuous service from the date of hire by the School Department. The total length of a permanent employee's continuous service shall be interpreted to mean continuous service in a bargaining unit position. However, if an employee takes a position outside of the bargaining unit (i.e., non-bargaining unit position) within the School Department or a position outside of the school district, continuous service shall be deemed broken. If the employee returns to the bargaining unit after continuous service is deemed broken, seniority shall then start from the date of re-entry into the bargaining unit.
- 7.3 Time worked under State or Federally funded programs within the School Department will be considered as time worked for the School Department for the purpose of determining an employee's seniority date as defined in Section 2 of this article. The School Department's obligation to pay additional benefits under this section shall commence on July 1, 1985 and shall not be retroactive. Personnel falling under the provision of this section shall be listed in a memorandum of agreement and signed by both parties to this agreement.
- 7.4 Seniority shall govern within a class of position in all cases of days off, vacation time and holiday time.
- 7.5 If two or more people are hired, in accordance with Section 2, by the School Committee at the same time, seniority shall be determined by lottery with all parties involved present. The Union representative shall forward the results signed by all parties at interest to the Business Office on the next business day. Such selection procedure shall not take place during working hours.
- 7.6 Shift preference, job and location assignment, and promotions to a more desirable

job within the bargaining unit shall be made on the basis of certification, job qualifications, evaluations, the needs of the District, the needs of the particular students to be served, and work experience. The applicant will interview alongside external applicants to ensure that the needs of the district, the needs of the students and the skill set needed are best suited for the open position. If two or more members are deemed to be equally qualified, then seniority shall prevail. If no individual within the bargaining unit is determined to meet the requirements, then the district has the ability to hire externally.

7.7

Vacancies, new position, promotions and/or transfers to other positions within the School System (caused by reason other than layoff) shall be Subject to Article 7.6. Vacancies, new positions, promotions and/or transfers shall be offered to employees within classification first for a period of seven (7) days of their occurrence if the School Department intends to fill said vacancies. Should no employee within the classification wish to apply for said position, it shall then be posted for a seven (7) day period. Employees interested shall apply in writing within the seven (7) day period. The successful applicant will be assigned within thirty (30) days of the end of the posting period. The most senior applicant, if deemed qualified, shall be granted the vacancy, new position and/or transfer. The successful applicant shall be granted a thirty (30) day trial period in the new job at the applicable rate of pay. Training related to the position shall occur during the trial period. Employee trial period progress reports shall be given to the employee every ten (10) days, with a copy to the Union President. thirty (30) day trial period does not pertain to movement within the same classification. If within the trial period, it is determined that the employee is not qualified to perform the work or the employee requests to return to their former position, he/she shall be returned to his/her former position and rate of pay. Upon mutual agreement of the parties, the trial period may be extended up to an additional thirty (30) days. Postings will designate the job classification,

pay rate, shift where applicable, location where applicable and premium pay if any. If there are no qualified applicants, the position may be filled from outside the School Department.

7.7 (a) With respect to Teacher Assistant positions only, vacancies, new positions, promotions and/or transfers to other positions within the School System (caused by reason other than layoff) shall be made on the basis of the needs of the students to be served in such position and on the individual skill set and qualifications of those applying for the position. Qualifications shall include an individual's work experience in the District as a factor. The position shall be granted to the individual who best suits the needs of the student and in the best interests of the District. All factors being otherwise equal, the individual with the most work experience in the same or similar positions shall be selected for the position. In order to be eligible for the position of Teacher Assistant, any individual must at the time of application be qualified and in compliance with the requirements specified by State and Federal statutes.

7.7(b) Any dispute arising under this section which in any way relates to federal or state law concerning a student's right to a free and appropriate education or special education or disability issues shall be appealable only to the Rhode Island Department of Education and shall not be subject to the grievance procedure outlined in this agreement.

7.8 Notification of vacancies occurring during the summer months shall be distributed by email and/or mailed to all employees covered by this agreement. Employees must inform the business manager's office by June 1st of each year as to whether the employee would like to receive vacancy notices via email or mail for the summer months. If intent is not submitted by the deadline, then vacancy notice shall be sent

via mail.

- 7.9** Should a layoff or reduction in force be necessary, as determined by the School Department, such layoff or reduction in force shall take place on the basis of seniority as defined in Section 2, 3 and 4 of this article with probationary employees being laid off first.
- 7.10** The term “Probationary Employee” shall mean a new person who is hired as a result of a posted vacancy and who is employed in the posted, permanent position for a period of six (6) months or less for year-round positions, and ninety **(90)** school days for 190-day positions. Maintenance and groundskeeper/roving custodian employees shall serve a nine (9) month probationary period. During this time an employee may be terminated at any time. Employees shall be notified by the personnel office upon the completion of their probationary period.
- 7.11** The term “Permanent Employee” shall mean a person who has been hired as a result of a posted vacancy and has been employed by the School Department continuously on a full-time basis in a permanent position for a period longer than six (6) months for year-round positions and ninety (90) school days for 190-day positions. Maintenance and groundskeeper/roving custodian employees for a period longer than nine (9) months. This section shall not apply to individuals hired on a temporary basis.
- 7.12** Before being laid off, an employee shall be given at least two (2) weeks notice. Employees shall be recalled in reverse order of their layoff.
- 7.13** Employees being called back shall be notified by certified mail, return receipt requested, to their last known address. If the notified employee has not responded within ten **(10)** working days or if said employee has moved leaving no forwarding address, he/she shall be stricken from the call back list and shall forfeit all seniority

rights.

- 7.14** An employee recalled to work shall be guaranteed at least two (2) months work. However, employees on layoff shall be given first option to accept temporary work of less than two months. An employee on layoff who accepts temporary work shall be considered a member of the bargaining unit and shall be entitled to the benefits of the contract with the understanding that health and life insurance will only begin when the employee has worked for more than two (2) months. Teacher Assistants receive benefits after 90 days in the same position as a substitute. If a substitute is to be placed in a position for 90 days or more, they will be recalled to that position with benefits for the duration of the position.
- 7.15** Seniority shall accumulate during periods of layoff to a maximum of two (2) years.
- 7.16** Teacher Assistant vacancies that occur after the first quarter and need to be continued will be posted and filled. Current Teacher Assistants will not be allowed to bid after the first quarter. When reasonably possible, new or changed Teacher Assistant assignments will be offered before the beginning of each school year on the basis of the needs of the students to be served in such position and on the individual skill set and qualifications of those applying for the position. Qualifications shall include an individual's work experience in the District as a factor. The position shall be granted to the individual who best suits the needs of the student and in the best interests of the District. All factors being otherwise equal, the individual with the most work experience in the same or similar positions shall be selected for the position. If new or different task skills for Teacher Assistants are necessary, appropriate training will be offered to all Teacher Assistants. If an immediate change is necessary because of a special circumstance, (such as a requirement of special

skills) such assignment will be offered initially to those having the special skill(s) until the job assignments are offered before the beginning of the next school year for those qualified. Skill(s) training on work time will be required for all Teacher Assistants. The School Department can offer unpaid non-required training on a voluntary basis after normal working hours. However, nothing in this section shall require the District to be compelled to move a Teacher Assistant from or to a position which is not in the best interests of the student(s) affected.

If extenuating circumstances exist where movement should be delayed, the parties agree to meet to discuss the matter in order to enter an agreement that sets forth the movement date. Agreement shall not be unreasonably denied.

- 7.17 Teacher Assistants on layoff who substitute, will be paid according to the following rate schedule:

\$75 – 1st 30 days
\$80 – 2nd 30 days
\$85 – 3rd 30 days
First step of TA scale after 90 days
(or appropriate step if on recall)

ARTICLE 8

SICK LEAVE

- 8.1 Sick leave with pay shall be granted on September 1st each year to all twelve-month employees for a total of eighteen (18) working days per year cumulative to one hundred forty (140) days. Employees hired after July 1, 1994 shall receive a maximum accumulation of one-hundred (100) sick days.

- 8.2 Employees who are employed for the State mandated school year shall be granted

on September 1st each year sick leave with pay for a total of fifteen (15) working days per year accumulative to one hundred forty (140) days. Employees hired after July 1, 1994 shall receive a maximum accumulation of one hundred (100) sick days.

8.3 School year employees who are employed beyond the school year shall accrue sick leave on a pro-rated basis.

8.4 Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness or injury and may include absence up to a maximum of five (5) days due to illness in the immediate family of the employee.

8.5 The Superintendent or his designee may require a physician's certificate or other satisfactory evidence for each sick leave with pay covering an absence of more than five (5) consecutive working days. If the School Department has reason to believe that the employee is abusing the sick leave provision then the five (5) days need not be consecutive.

8.6 When the service of an employee shall be terminated by retirement, death or otherwise, such employee or his estate shall be entitled to receive seventy-five (75%) percent of each hour of accrued sick leave to his/her credit as of the date of termination. Each employee shall be notified bi-annually as to his/her accumulated sick leave.

8.6a New employees hired on or after July 1, 1997 shall receive sick leave severance based on the following:

<u>Employed</u>	<u>Percentage</u>
at least 5 years	25 percent
at least 10 years	50 percent
at least 15 years	75 percent

8.6b New employees hired after July 1, 2015 shall receive \$65.00 per day severance.

8.7 The pregnant employee may select one (1) of the following two (2) options.

Option 1. Maternity Leave

Maternity leave of up to one (1) year, without pay or increment, shall be granted the pregnant employee upon application to the Superintendent. Application for Maternity Leave shall be in writing and shall conform with the requirements set forth in the foregoing statement of policy. All employees selecting this option shall be afforded the opportunity to retain their medical and life insurance coverage, at their own expense, with the advantage of the preferential group rates. Employees electing to retain their insurance shall reimburse the School Department for the monthly premium then in effect. Monthly premiums shall be due and payable on or about the first day of each month unless otherwise agreed upon by both parties.

Option 2. - Temporary Disability

Temporary disability shall be defined as a temporary absence from work caused by pregnancy (i.e. miscarriage, legal abortion, or childbirth) providing the pregnant employee works up to her date of delivery and returns to work within six (6) weeks after delivery. If the employee's physician certifies in writing that said employee is physically or mentally unable to work up to her delivery date, earlier departure will be granted. If complications set in and the employee is physically or mentally unable to return to work within six (6) weeks after delivery, said employee shall instruct her physician to notify the Superintendent in writing as to the anticipated length of absence.

Under this option, the employee shall be eligible to utilize her accumulated sick leave, upon request. All other fringe benefits shall remain in effect at the expense of the School Department during the time limits specified under this option. It shall be understood that if the employee fails to return to work immediately upon having been certified by her physician to be physically and mentally able to return, said

employee will be considered to have terminated her employment with the Burrillville School Department.

- 8.8** All bargaining unit employees will be covered by the Workers' Compensation Act of Rhode Island. Effective for all cases filed on or after August 29, 2006 whenever an employee is absent from work as a result of a job-related injury, that employee in addition to Workers' Compensation, may use their individual sick time for any difference in gross pay for the period the employee is on Workers' Compensation.
- 8.9** Absence during the probationary period due to illness shall be without pay. Probationary employees shall be credited with accumulated sick leave from date of hire upon appointment to a permanent position.
- 8.10** Employees who are in the employ of the School Department for the entire contract year and who utilize no sick leave during said year, shall be awarded five (5) additional sick days which may be accumulated up to 40 days in addition to the accruals in Section 8.1 or 8.2 whichever applies. "Effective July 1, 2015, this article shall no longer be in effect. However, no employee shall lose any additional sick days awarded pursuant to this article prior to July 1, 2015"

ARTICLE 9

PERSONAL LEAVE

- 9.1** All employees covered by this agreement shall be granted up to two (2) days personal leave during each fiscal year with the approval of the Superintendent of Schools or his/her designee. Such leave with pay shall not normally be granted on the day before or the day after a holiday or vacation. The combination of two (2)

personal days to create a four (4) day weekend will be allowed. Requests for personal leave shall be made in writing to the Superintendent or his/her designee at least 72 hours in advance except in cases of emergency, where time is of the essence, in which case the above time limit shall be waived. Personal leave shall not be charged against accrued sick leave.

A 190-day employee may use one (1) of his/her personal days after the end of the school year.

9.2 Unused personal leave days shall be applied to the employee's sick leave at the end of the fiscal year.

9.3 Professional Days - Support Staff shall receive up to one (1) professional day with pay to attend classification related conferences/ workshops with the approval of the Superintendent. Substitutes may be utilized to cover essential positions for staff attending as needed.

ARTICLE 10

LEAVE OF ABSENCE

10.1 It is agreed that, upon written application, an employee with permanent status may be granted a leave without pay for a period of up to one (1) year for reason of personal illness, disability or other purpose deemed proper and approved by the Superintendent of Schools and the School Committee.

10.2 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 range for his/her class of position without loss of seniority.

ARTICLE 11

JURY LEAVE

- 11.1** Any employee covered by this agreement who submits proof to the Superintendent that he/she has been ordered by the appropriate authority to report for jury duty shall be granted a release from his/her duties for the time necessary to perform this function. Said employee shall be paid the difference between his/her regular pay and the amount received as jury duty pay. The employee shall submit to the Business Office documentation supporting the amount of money received for jury duty services during the period of absence.

ARTICLE 12

MILITARY LEAVE

- 12.1** Every employee covered by this agreement who has left or shall leave his position by reason of entering the Armed Forces of the United States by reason of enlistment, induction, commission or otherwise, and who has been employed for 180 or more calendar days within the 12 month 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. Such leave of absence active duty as a member of the Armed Forces. Re-enlistment or other continued service in the Armed Forces resulting from a choice by the employee shall serve to cancel such leave.
- 12.2** At the conclusion of such military leave of absence, the employee shall be returned to his position subject, however, to any law or rule which may hereafter be enacted affecting such right of return or defining the conditions under which such returns may be made. Any employee who has been called up to active duty

or who has been drafted shall return without loss of seniority for such term of military service.

ARTICLE 13

MILITARY TRAINING LEAVE

- 13.1** Upon request, the School Department shall grant an employee covered by the agreement a military leave of absence for training, not to exceed ten (10) work days. The person will be compensated by the School Department the difference in military pay, so that military pay plus the difference will equal the regular pay that the person would normally receive. It is understood that if a choice of dates for said basic training is available, the person being granted the leave shall choose dates that will least conflict with the normal work schedule.
- 13.2** During the period of military training leave with pay, the employee shall accrue sick and vacation leave credits.
- 13.3** Such training activities as defined in this section shall not include weekly drill nights or similar periods lasting less than one day or training periods voluntarily engaged in by the employee beyond the training period required generally of the members of the respective armed services.

ARTICLE 14

BEVREAVEMENT LEAVE

- 14.1** In case of death in the immediate family of the employee (father, father-in-law, mother, mother-in-law, stepmother, stepfather, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, stepbrother, stepsister, grandmother or grandfather, spouse, significant other living within the employee's

household, grandchild, foster child and any other family relative residing in the employee's household) the employee shall be allowed four (4) consecutive working days with full pay immediately following the death.

In cases where unusual circumstances exist where burial and/or services is delayed, the four days may be utilized consecutive (a) to the death, (b) future burial/service date or (c) the employee may opt to take days(s) immediately after the death and reserve the remaining day(s) for the future burial/service date. In no circumstances may the employee take more than four days. Prior approval by the Superintendent and/or designee shall not be unreasonably denied.

14.2 In case of death of other members of the family (uncles, aunts, first cousins, nieces, nephews) the employee shall be allowed the day of the funeral with full pay. This provision shall apply equally to relatives whether by blood or marriage.

14.3 In the event distant travel is necessary then the employee may use existing vacation time, sick leave or personal leave.

ARTICLE 15

LEAVE FOR UNION BUSINESS

15.1 The School Committee agrees to allow at least one (1) employee who is a member of the Union, to be granted leave up to a maximum of five (5) working days to attend Local, Council, or International Union Conventions and Conferences. Said leave shall be without pay or at the employee's option, with accrued personal or vacation leave pay. A two (2) week notice shall be given in writing to the Superintendent or his/her designee.

ARTICLE 16

HEALTH AND SAFETY

16.1 The School Department shall make every reasonable effort to provide and maintain safe working conditions relating to the safety and health of employees.

16.2 Each employee shall be responsible for calling to the attention of his/her supervisor any conditions considered to be dangerous to the health and safety of students and employees alike. It shall then be the Supervisor's responsibility to rectify such condition, if necessary, or recommend to the Administration that this unsafe condition be eliminated and a recommendation as to a solution to the problem. The Facilities Manager shall assess the danger and take whatever action he/she deems appropriate. If the matter is not adjusted satisfactorily, a grievance may be processed according to the grievance procedure.

ARTICLE 17

TOOLS AND CLOTHING

17.1 The School Department agrees to provide all necessary tools and personal protective equipment to any employee covered by this agreement where working conditions require it.

17.2 Employees classified Maintenance Man, Utility Worker, Maintenance Foreman, and Groundskeeper/Roving Custodian/Courier/Utility, and Utility Worker shall supply their own (basic) tools in the performance of their duties provided, however, that if said employee's tools are broken, lost or stolen during the employee's tour of duty, said tools will be replaced at the expense of the School Department.

- 17.3 Should the Burrillville School District choose to require any type of uniform for its custodial or maintenance employees, it will provide said uniforms at District expense.

ARTICLE 18

INCLEMENT WEATHER

- 18.1 When school is called off for students due to the weather, all year-round full-time employees will be expected to report to work and will be allowed a thirty (30) minute grace period to report without loss of pay. All employees required to work the 190-day schedule will not be required to report for work on those days but will be required to make up such days as assigned by the Administration.
- 18.2 Early dismissal of employees due to inclement weather shall be at the discretion of the School Department and without loss of pay. Each building will be notified of the Superintendent's decision.
- 18.3 If school is delayed for at least one-hour, non-essential employees (all positions other than maintenance, custodial, and groundskeeper/roving custodian) will be allowed up to a thirty (30) minute grace period, after normal starting time, without a loss of pay. All attempts shall be made to arrive as close to normal reporting time as possible.
- 18.4 For virtual learning days due to inclement weather, clerical employees in the closed building(s) may be granted permission to work remotely by the building Administrator instead of reporting to the building.
- 18.5 Non-Inclement Weather Building Closures: This section applies only to non-essential employees in the affected building.
- (a) In cases of unforeseen building closures and/or early dismissals unrelated to inclement weather, bargaining unit employees shall have the following three options:

- (i) Be assigned to another building by the Principal or his/her designee, or
 - (ii) Be allowed to go home and discharge time, or
 - (iii) Be allowed to go home without discharging time (Leave without Pay)
- (b) At the time the decision is made to close the building or have early dismissal, the bargaining unit member needs to inform the Principal or his/her designee of the option the member is choosing.

ARTICLE 19

NON-PERFORMANCE OF BARGAINING UNIT WORK

- 19.1** Employees not included in the recognized bargaining unit shall not be utilized in a manner so as to displace employees in the bargaining unit during the life of this agreement.

ARTICLE 20

BULLETIN BOARDS

- 20.1** The School Department agrees to provide reasonable bulletin board space for use by the Union where notices may be posted.
- 20.2** Local 2231 of the AFSCME, Council 94 may be granted the use of school buildings upon request without charge, at reasonable times for meetings. Requests for use of buildings for afternoon meetings will be made to the Principal of the building in advance. Requests for evening meetings will follow the regular School Committee procedures.
- 20.3** The Committee agrees to allow the Union the use of the inter-school mail delivery system for the purpose of distributing notices to bargaining unit members periodically at the various school locations in the School system.

ARTICLE 21

UNION COMMITTEE

- 21.1** Designated Union members or officers shall be granted reasonable time with pay during working hours to investigate and seek to settle grievances. Said members shall also be granted time off with pay to attend hearings, meetings and conferences on contract negotiations with School Department officials if scheduled during working hours.
- 21.2** No employee shall be discriminated against as a result of Union membership or activity providing such activities are consistent with this agreement and are not in violation of any Federal or State law.
- 21.3** The Union shall furnish the School Department with a written list of its officers immediately after their designation and shall promptly notify the School Department of any change in such officers.
- 21.4** Council 94 Business Agents shall be permitted to visit Union officers and committee members on School Department premises with prior notification to the Superintendent or his designee for the purpose of discussing Union business. Such visitations shall not unreasonably interfere with the employee's duties and responsibilities to the School Department.

ARTICLE 22

LEGAL DEFENSE

- 22.1** If civil or criminal proceedings are brought against an employee covered by this agreement in connection with his/her employment, such employee may request the

School Committee to furnish legal counsel to defend him/her in such proceedings. The Committee will evaluate the request and the circumstances of the allegations and shall provide counsel or reimbursement of reasonable counsel fees, if the employee's case is deemed meritorious by the Committee.

ARTICLE 23

SAVINGS CLAUSE

- 23.1** If any portion of this agreement is struck down by a court of law, such portion shall be ineffective and the remainder of the agreement shall remain in full force and effect.

ARTICLE 24

MILEAGE ALLOWANCE

- 24.1** Employees covered by this agreement who may be requested to use his/her personal vehicle for School Department business shall be reimbursed for such use at the rate equal to Internal Revenue Service (IRS) federal guidelines established on an annual basis.

ARTICLE 25

LIFE INSURANCE

- 25.1** The School Committee agrees to provide each employee covered by this agreement with a group insurance policy having a face value of \$40,000.
- Additional insurance may be purchased at the group rate at the employee's expense if the employee so chooses. Life insurance coverage will continue to be paid by the

school during leaves of absences including Workers' Compensation leaves.

- 25.2** All new employees shall be covered by the above insurance on the first day of the month following their starting date of employment.
- 25.3** Employees retiring from the Burrillville School Department after having completed ten (10) years of service with the School Department shall have the option of purchasing the life insurance policy at the group rate.
- 25.4** All employees covered under this contract shall be entitled to enroll in any and all Supplemental Insurance programs offered by AFLAC or other mutually agreed to plans at the expense of the employee. The School Department agrees to such payroll deductions.

ARTICLE 26

HOSPITAL-SURGICAL AND MEDICAL CARE

- 26.1** The School Committee shall provide each employee covered by this a standard health insurance packages (health and/or dental) by the School on a family or individual basis. Details of said package to be offered each year will be provided to the Union. The package(s) currently offered (\$1,000 \$2,000 deductible plan) for the contract covering 2022/2023, 2023/2024, 2024/2025 school years is described in the attached "Exhibit A" and designated as the "Standard Plan." The Employer will provide a minimum of-sixty (60) days notice to members of the bargaining unit of a change in the health insurance package or packages. During this notice period, the Employer shall meet with the Union to discuss and explain the changes. The package chosen by the-Employer must be substantially equivalent to the package which it is replacing. The Employer shall not make substantial changes in the health

insurance package during the term of this agreement, except if the insurer makes such changes in its standard offerings. Should a dispute arise in connection with the change in the package(s) under this article, either the Employer or Union may resolve the dispute either through litigation in the Superior Court of the State of Rhode Island or through arbitration.

Employee shall be responsible for the first \$500/\$1,000 amount of said \$1,000/\$2,000 initial deductible amounts.

The District shall be responsible for the balance of said initial deductible amounts.

The District shall reimburse an employee for such payments in a separate (non-payroll check), with no taxes withheld, within 7-14 business days of their submission of the "Reimbursement of Health Care Deductible" form and the following required attachments:

1. Health Care providers invoice "clearly" identifying the deductible and the amount (to preserve privacy, employee may "black out" personal information and related service/procedure).
2. Receipt or record of payment verifying payment of deductible.

The School District will provide vision rider to the \$1,000/\$2,000 deductible plan.

Dental Level I, II, II, and IV

The District will identify, on a yearly basis, which package will be the standard plan for all employees. Individual or family coverage shall be at the option of the employee, if qualified, except that if the spouse or an employee is employed by the School Department or other agency of the Town of Burrillville, then only one of the two shall be entitled to family plan health insurance coverage and the other shall be entitled to stipend provided in Section 26.6.

26.1(a) Employees will pay a cost share as follows:

Effective 07/01/2022 and 07/01/2023 a nine (9%) percent co-payment in pretax dollars shall be paid by the employee for the dental plan and the selected health care plan. Effective July 1, 2024 a ten (10%) percent co-payment in pretax dollars shall be paid by the employee for the dental plan and the selected health care plan.

26.2 All employees covered by this agreement shall be eligible for Rhode Island T. D. I. at the expense of the employee. The School Department agrees to such deductions.

26.3 Employees injured on the job shall not lose any benefits covered by this agreement. Time lost because of such injury shall be considered as time worked.

26.4 Employees retiring from the Burrillville School Department after having reached age 58 and having completed at least ten (10) years of service with the School Department shall have the option of continuing Health Insurance coverage individual or family at the group rate until age 65. The decision to purchase the insurance must be made at the time of retirement.

26.5 All new employees shall be covered by the Health Insurance coverage outlined in Section 1 above on the first day of the month following their starting date of employment.

26.6 Any employee who elects to drop the health insurance coverage provided in Sub-paragraph 26.1 hereof shall be paid a yearly stipend effective 7/1/09 for

\$800.00 individual or \$2000.00 for family medical care plan. Insurance buy-back to be paid on or before October 30th each year. If, however, during the year the employee loses the medical coverage or dental coverage on which the employee now depends, or if said coverage is reduced, he/she shall be eligible to be reinstated to health care or dental coverage in the School District on the first date made available by the health care carriers. Employees requesting reinstatement must make appropriate application to the Superintendent including the reason for same. A pro-rated portion of the stipend paid to the employee shall be returned to the School Department prior to the reinstatement of coverage (s).

ARTICLE 27

HOLIDAYS

27.1 Year-round employees shall be entitled to the following holidays and any additional state holidays when/if adopted by the state of Rhode Island with pay providing said holidays are observed during the regularly scheduled work week and do not fall on a day when school is in session.

- | | |
|-----------------------------------|-------------------------------|
| 1. New Years Day | *10. Columbus Day |
| *2. Martin Luther King's Birthday | *11. Veterans' Day |
| 3. President's Day | *12. Thanksgiving Day |
| *4. Good Friday | *13. Day after Thanksgiving |
| *5. Memorial Day | *14. Christmas Day |
| 6. Independence Day | 15. Work day before Christmas |
| 7. Victory Day | *16. Day before New Years Day |
| *8. Presidential Election Day | |
| *9. Labor Day | |

A. Holidays marked with an (*) will be granted with pay to school year employees.

B. To be eligible for holiday pay, an employee must work the last scheduled day

before and the first scheduled day after a holiday. This section would not apply in the case of personal illness in which case the Superintendent or his designee may request a doctor's certificate or other satisfactory evidence of said illness.

C. School year employees who accept work beyond their required 190-day work year shall be granted any other holiday specified above if said holiday falls during the period he/she is working.

27.2 If a holiday falls on a regularly scheduled work day, the employee shall be entitled to the day off if school is not in session and shall be credited with the number of hours in his/her official work schedule for that day. If a holiday falls on a day when school is in session, the employee shall be entitled to a day off as mutually agreed to by the Superintendent and the Union President. The day off will be determined at least one (1) month in advance and published.

27.3 Whenever an employee is required to work on a holiday which falls on his regularly scheduled work day he shall be credited with the number of hours in his official work schedule for that day plus the number of hours actually worked. The hours actually worked shall be compensated at the rate of one and one-half (**1 1/2**) times.

27.4 If a holiday falls on a Sunday the employee shall be entitled to a day off as mutually agreed to by the Superintendent and the Union President. The day off will be determined at least one (1) month in advance and published. If a holiday falls on any other scheduled day off, the employee affected shall be entitled to an additional same day off with pay at a mutually convenient time within the following two weeks as determined by the Superintendent at least sixty (60) days prior to the holiday or the employee shall be granted an additional day's pay at the option of the School Department.

27.5 Whenever an employee is required to work on a holiday which falls on one of his

scheduled days off, he shall be credited with the number of hours for one day in his official work schedule plus the number of hours actually worked. The hours actually worked shall be compensated at the rate of one and one-half (1 1/2) times.

- 27.6 If a holiday falls on a regular scheduled work day within an employee's vacation period, the employee shall not be charged annual leave for his absence on that date.

ARTICLE 28

VACATIONS

- 28.1 All year-round employees covered by this agreement shall receive vacation with pay as follows:

<u>Years of Service</u>	<u>Amount</u>
Completion of 1 year	1 week
Completion of 2 years	2 weeks
Completion of 4 years	3 weeks
Completion of 9 years	4 weeks
Completion of 15 years	5 weeks

It is understood that the administration need not grant all requests for vacation time in increments of less than one week. Sick leave, vacation, and personal leave will be reported biannually to all employees.

- 28.1a School year employees will receive up to three (3) days leave without pay per year at the Superintendent's discretion.

- 28.2 Vacation shall be granted on a seniority basis should any controversy arise over the dates requested. The Superintendent or his/her designee retains the right to limit the number of employees on vacation at any one time from any one location.
- A limit of no more than three (3) weeks vacation may be used during summer recess unless approved by the Superintendent.

- 28.3 Any eligible employee claiming the right of seniority must submit his/her vacation request to the Business Office prior to March 1st of each year. All requests submitted after that date will be scheduled as they are received subject to limitations previously specified.
- 28.4 Vacation must be taken during the fiscal year in which it is earned. One week's vacation may be carried over from one year to the next with prior approval from the Superintendent of Schools. Vacation carry over must be taken within the first six (6) months of the next fiscal year.
- 28.5 School year employees who transfer into a year-round position shall accrue vacation based on their original date of hire as a school year employee.
- 28.6 Employees can buyback up to five (5) days vacation time per year. Notice must be made by May 1st each year. Payment will be made within forty-five (45) days.

ARTICLE 29

DISCIPLINE AND DISCHARGE

- 29.1 Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action imposed upon an employee may be processed as a grievance through the regular grievance procedure as outlined in Article 30. If a supervisor has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Initial minor infractions, irregularities, or deficiencies shall be privately brought to the attention of the employee. After a period of eighteen months, if the employee has not committed any further infractions of appropriate rules and regulations, written reprimands shall be expunged from the employee's personnel records. Each

employee shall be furnished with a copy of all performance evaluation or disciplinary entries in his personnel record and shall be permitted to respond thereto. The contents of an employee's personnel record shall be disclosed to the employee upon his request and shall also be disclosed to the employee's Union Representative with the employee's written authorization. Where appropriate a performance plan may be developed or disciplinary action or measures shall include only the following:

1. Oral reprimand
2. Written reprimand
3. Suspension *To include but not limited to a minimum of one (1) day without pay, to a maximum of five (5) days without pay as determined by the Superintendent and/or his/her designee
4. Discharge

*A formal Loudermill hearing will be held prior to any suspension and/or termination action being taken against an employee.

When any disciplinary action is to be implemented, the Superintendent or his/her designee shall, before or at the time such action is taken, notify the employee and the Union in writing of the specific reasons for such action. Oral reprimands will be followed by a written summary of the discipline.

29.2 In the event that an employee is dismissed or suspended under this section, and such employee appeals such action and his appeal is sustained, he shall be restored to his former position and compensated at his regular rate for any time lost during the period of such dismissal or suspension.

ARTICLE 30

GRIEVANCE PROCEDURE

30.1 A. Definition

1. A "grievance" is a claim based upon an event or condition which affects the welfare and/or conditions of employment of an employee or group of

employees and/or the interpretation, violation, meaning or application of any of the provisions of this agreement.

2. An “aggrieved person” is the person or persons making the claim.

3. A “party in interest” is the person or persons making the claim, any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, proper interpretation and application of this agreement.

30.2

There shall be a grievance procedure as follows:

(a) A grievance shall be presented by the Union on behalf of the employee(s) within ten (10) working days of the employee’s knowledge of the occurrence of such grievance.

LEVEL 1. An informal meeting shall take place between the Union President (or designee), the Council 94 Representative, the Superintendent and Business Manager within ten (10) working days of the employee’s knowledge of the occurrence of such grievance. The parties shall make an attempt to resolve the matter without having to file a written grievance

LEVEL 2. If the grievance is not resolved within the five (5) work days after the Level 1 meeting, the grievance ~~it~~ shall be submitted in writing to the Superintendent, within five (5) work days; who shall meet with the Union within five (5) work days of the Union’s request to conduct a hearing on the grievance. The Superintendent shall render a written decision to the Union within five (5) work days of the meeting.

LEVEL 3. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level 2, or if no decision has been rendered within five (5) work days, which may be extended by mutual agreement to ten (10) work days after referral to the Superintendent, the Union Representative will refer it to the Chairperson of the School Committee.

The School Committee will schedule a meeting within two (2) weeks to consider all

grievances which have been submitted to it since its last meeting. Any party in interest shall have the right to appear before the Committee and be heard. The School Committee shall render a decision within thirty (30) days after they have heard all the evidence. No hearings shall be open to the public unless mutually agreed upon between the parties involved.

ARTICLE 31

ARBITRATION

- 31.1** If a grievance is not settled under Article 30, such grievance shall, at the request of the Union or the School Committee, be referred to the American Arbitration Association or the Labor Relations Connection in accordance with its rules then obtaining. The parties may mutually agree to an alternative method of arbitration.
- 31.2** The decision of the arbitrator shall be final and binding upon the parties in all matters not involving the expenditure of money. The expense of such arbitration shall be borne equally by both parties.
- 31.3** All submissions to arbitration must be made within thirty (30) working days after the grievance procedure decision.
- 31.4** All matters concerning changes in wage schedules, monetary fringe benefits, or any other matters requiring the appropriation of money shall not become a subject for arbitration. It is understood that this section shall not apply to any obligation arising under the interpretation of this agreement.
- 31.5** The Arbitrator shall not be empowered to make any decision amending, modifying, adding to or subtracting from the provisions of this agreement.

ARTICLE 32

SHIFT DIFFERENTIAL

- 32.1** All employees who work the second shift shall receive a shift differential of thirty (\$.30) cents per hour in pay effective 7/1/00. The second shift shall be those hours worked between 2:45 p.m. and 11:15 p.m.
- 32.2** All employees who work the third shift shall receive a shift differential of twenty-five (\$.25) cents per hour in pay. The third shift shall be those hours worked between 11:00 p.m. and 7:00 a.m.
- 32.3** In addition, employees who are assigned to work on the swing shift shall receive the shift differential as outlined in Section 1 and 2 above for all hours worked on said shifts. Holidays, vacation, personal leave, and compensatory time off will be counted as hours worked for computation of shift differential during the school year.
- 32.4** Employees who work the third shift shall work eight consecutive hours including a thirty (30) minute paid lunch break and shall receive their regular rest breaks as outlined in this agreement.

ARTICLE 33

WORK IN A HIGHER CLASSIFICATION

- 33.1** When an employee works in a higher classification, for a minimum of three (3) consecutive hours or more, the employee shall receive the rate of pay from the said higher class for all the hours worked that will amount to at least one full step increase. The employee must notify the employer that he/she is working in a higher class within ten (10) days.

ARTICLE 34

EDUCATIONAL OPPORTUNITIES

- 34.1** The School Department agrees to budget \$5000.00 on an annual basis for in-service programs and/or tuition for a member or members of the bargaining unit who wish to improve their skills as related to the functions of the respective departments within the School Department. A committee, made up of the Superintendent or designee and the Local Union President, shall develop procedures and program under this Article to be instituted no later than October 1 of each year. Employees shall submit all requests in writing for in-service programs and/or tuition and the Committee shall have the authority to evaluate, approve or reject any and all requests. The School Department shall not be required to expend any funds for programs and/or courses which do not receive prior approval of the Committee. The Union shall receive a copy of all costs related to this article.
- 34.2** The School Department agrees to submit a final written report to the Union President of educational funds expended for each year as delineated in Section 34.1. This report will include to whom the funds were given and for what reason, and will be submitted by August 1st following the year of expenditure.
- 34.3** Employees will be allowed paid time for in-house continuing job training related to any classification within the bargaining unit during normal work hours. Training during an employee's normal work schedule is mandatory.
- 34.4** The parties hereto, the Burrillville School Department and Local 2231 agree to a joint committee concerning Federal and State requirements for all Teacher Assistants. The Committee will be made up of four (4) members, two (2) selected by the School Department and two (2) selected by the Union. The purpose of this

Committee will be to serve as a resource network in addressing the needs of current and future Teacher Assistants to make recommendations on the ways, means and qualifications necessary to meet Federal and State statutes.

Issues to be addressed:

- a) Help identify courses or seminars available to help Teacher Assistants successfully complete local and/or state assessment, complete exams, or supervisor observations.
- b) Help identify procedures for allowing Teacher Assistants the opportunity to take, pass and/or obtain college courses and/or an Associates Degree.
- c) The District shall pay the cost of one certification examination if necessary.
- d) Address other appropriate issues dealing with necessary or relevant requirements for Teacher Assistants.
- e) Explore opportunities with other school districts for coordinated education and development offering to ensure compliance with the new regulations.

ARTICLE 35

SNOW REMOVAL

35.1 It is agreed the snow removal in parking lots, roadways, etc. may be the primary duty of the maintenance/grounds classification. Determined by Central/School Administration, District Lead Custodian, Custodians, Grounds and Maintenance personnel are expected to keep all sidewalks, ingress, egress areas open and treated during/after snow or inclement weather events. With this, all personnel shall be expected to assist in other snow removal operations both during and after building occupancy as deemed necessary by Central/School Administration.

For snow removal, Lead Custodians, Custodians, Grounds and Maintenance personnel will be compensated at their classification rate of pay. Any snow removal outside their normal work hours will be at the standard overtime rate of

pay- Snow removal overtime list will be compiled annually prior to November 1st and shall be used on a continuous rotating basis throughout the school year. Overtime will be offered to the Maintenance/Utility personnel first each storm and then a voluntary snow removal overtime list will be used to call additional help. Said list shall be voluntary by seniority.

If not enough volunteers as determined by Central/School Administration, least senior employees will be expected to work.

It is understood that the School Department accepts responsibility for and excuses participating custodians from regular duties during snow and/or inclement weather emergencies. Such determination shall be made by Central/School Administration.

ARTICLE 36

TEMPORARY HELP

- 36.1** Anyone who is hired to fill in for an employee who is absent from work due to long-term illness or injury shall have temporary status and shall not be eligible for membership in this Union nor shall they be required to pay a service fee during their first six (6) consecutive months of employment. After said six (6) consecutive months, said employee shall enjoy all the benefits as outlined under this agreement and shall be eligible for membership in the Union and shall pay dues/service fee upon providing written authorization to the Union. Employees mentioned above will be terminated upon the return of the employee that they are replacing temporarily. However, employees who are hired as temporary as mentioned above and continue working for the School Department in any position for a period of six (6) consecutive months or more within a twelve (12) month period shall have the time worked in the temporary position treated toward their probationary period and seniority.

- 36.2** Other than persons employed under Section 36.1 above, and other than casual and seasonal employees as defined in General Laws of Rhode Island, Section 28-9.4-2, all persons employed for a temporary period shall have the option ~~he required~~ to pay a service fee, upon providing written authorization to the union, from their first day of employment and shall enjoy all benefits as outlined in this agreement. The School Committee shall not hire employees above for more than six (6) months nor shall there be successive employees hired under the above section. For temporary teacher assistant help, please see attached MOA in Appendix C.
- 36.3** The School Department reserves the right to hire high school or college students from June 1 through September 30 only, and said students shall be excluded from the above provisions of this Article during that time only, provided, however, that no employees are on layoff status.

ARTICLE 37

WAGE SCALE

- 37.1** All employees who work the school year (180-190 days) or year-round shall receive a one-step increase each year until he/she has reached the maximum step. There will be three (3) step increments for all positions with the same period between steps effective for those employees hired on or after July 1, 2000.
- First step – date of hire
Second step – completion of one year
Third step – completion of two years.
- 37.2** All employees shall receive an hourly rate of pay in accordance with the pay plan set forth in Appendix A.
- 37.3** School year employees who receive year-round positions shall receive salary

consideration based on their original date of hire as a school year employee for their new position. School year employees will have the option of receiving their salary in either 22 or 26 biweekly equal installments of their salary or 22 biweekly installments and a lump sum payment.

ARTICLE 38

JOB DESCRIPTION IMPLEMENTATION

- 38.1** All employees covered by this agreement as of July 1, 1991 shall be subject to the position descriptions adopted by the School Committee, but shall be exempt from the testing and minimum education/experience requirements of the minimum qualifications for the position held by the employee on September 3, 1991.
- 38.2** Any employee bumping as a result of a layoff into a new position other than within classification shall not be exempt from applicable qualifications and testing. It is understood, however, that any such employee bumping into a new position other than a lateral move within classification shall be subject to a trial period of thirty (30) days. Failure to perform satisfactorily the general responsibilities contained in the position description within the trial period will require the individual to be laid off or to reinitiate any remaining bumping rights in other classifications.
- 38.3** Any employee who takes a test will be allowed to review their corrected test beginning on the 5th working day following the day said test results are received. Final records of results that will be placed in the employee's permanent record file may indicate a "pass/fail" grade, or the numerical grade but the employee must be able to see his/her actual test to determine what he/she got wrong. Before the School Department appoints an employee to a position, testing results of bargaining unit members will be available for review by the Union President.

- 38.4 A committee made up of School Department and Union delegates will be used on a continual basis to review and amend job testing for relevance for all bargaining unit classifications. This committee will meet no less than bi-annually.

ARTICLE 39

LONGEVITY

- 39.1 a. All employees covered by this agreement shall receive longevity incentives according to the following formula:

<u>Years of Service</u>	<u>Incentives</u>
After completion of 5 years	\$ 525.00
After completion of 10 years	\$ 600.00
After completion of 15 years	\$ 700.00
After completion of 20 years	\$ 800.00
After completion of 25 years	\$1000.00

The payment of longevity shall be made on the first payday in November of each year. Longevity payment shall be pro-rated if an employee leaves prior to completing the full year of service in which payment is made.

New employees hired after July 1, 2022 receive longevity after completion of ten (10) years.

ARTICLE 40

ANNUAL PERFORMANCE EVALUATION

- 40.1 The parties agree that the Burrillville School Department has the right to an annual performance evaluation of all employees.
- 40.2 The performance evaluation shall be confidential and shared with the individual employee for the main purpose of evaluating and improving performance. Such performance evaluations will be done in a fair and equitable manner.

40.3

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

ARTICLE 41

SICK BANK

41

As of July 1, 1997, the support staff will establish a general Sick Leave Bank with the following guidelines:

- a. All Support Staff Members will make a mandatory initial contribution of two (2) days sick leave to the Sick Leave Bank within thirty (30) days of the signing of this agreement. One day per person will be given each subsequent year. Once each member has contributed ten (10) sick days they will cease contributing any annual sick days until the bank goes below three hundred (300) sick days. When such time arises, one (1) additional day will be contributed per member. The School Department will have thirty (30) days to complete the process of deducting the sick days from each "members account" and deposit them into the said sick leave bank. A total of the days placed in the Sick Leave Bank will be reported to the Union President.
- b. Said Bank may be charged for sick leave required, in case of major illness or accident, beyond the accumulated sick leave held by the participating member and such charge shall commence only after the "members individually" accumulated sick leave is reduced to zero, and all vacation, personal leave, and compensatory

time has been used. An employee may use accumulated sick leave while on TDI but cannot use sick leave bank days while on TDI.

c. The initial grant of sick leave by the Sick Leave Bank Committee to an eligible member shall not exceed thirty (30) days. Upon completion of the thirty (30) days, the period of entitlement may be extended up to another thirty (30) days by the Sick Leave Bank Committee upon demonstration of medically documented need by the applicant. No member can receive over ninety (90) days during any three (3) year period.

d. This Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of three (3) members of the Support Staff Union appointed by the President and one Administrator and one School Committee member chosen by the School Department. Said Sick Leave Bank Committee shall determine individual eligibility for the use of said Bank and the amount of leave to be granted. Decisions of the Sick Leave Bank Committee shall be final and binding and not subject to appeal nor subject to the grievance or arbitration procedures.

e. Said Sick Leave Bank Committee, in administering said Sick Leave Bank, will use such data and criteria as it may deem to be necessary to enable it to make its decision on an application for additional sick leave benefits, under this provision including, but not limited to:

1. Adequate medical evidence of major illness or accident submitted by the applicant from the attending physician at the expense of the applicant;
2. Prior utilization of eligible sick leave by the applicant;
3. The number of days available in the bank and other applications for grants and guidelines for awarding grants.

f. Unused sick days remaining in the Sick Leave Bank on June 30th of any school year shall be carried forward, year to year.

g. In the event that the Bank goes below thirty (30) days, the Sick Leave Bank Committee may solicit participating members for the contribution of one (1) additional sick day on a voluntary basis.

h. Support Staff Members employed after this Bank has been established

shall be eligible to participate in the Sick Leave Bank following their probationary period and with a contribution of two (2) sick days initially and one (1) day per fiscal year thereafter.

- i. Pregnancy will not be accepted as a medically qualifying reason to apply to the Bank.

ARTICLE 42

TERMINATION AND DURATION

42.1 This contract shall take effect on July 1, 2022 shall remain in full force and effect until June 30, 2025. This contract shall be automatically renewed yearly thereafter, unless either party shall give written notice to the other not later than one hundred-twenty (120) days prior to the finalization of the Town budget, that it desires to negotiate changes in the contract.

42.2 In the event such notice shall be given, articles or sections so stated shall be terminated and all other articles or sections not under negotiation shall remain in full force and effect during the period of negotiations. By mutual agreement of the Union and the Burrillville School Committee, the contract may be re-opened at any time during the contractual period.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have set their hands this 5th day
of May, 2022.

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

Lynna M Clark
President Local 2231

FOR THE BURRILLVILLE
SCHOOL COMMITTEE

Allyson LaChoi
School Committee Chairman

Committee

Witness

Committee

Committee

Committee

Committee

Chris Roman
Staff Representative

STIPULATED AGREEMENT

The parties hereto, the Burrillville School Department and AFSCME Local 2231, agree to the following terms for the use of Floating Custodians:

1. The Burrillville School Department will post and fill a maximum of two full time Floating Custodial positions.
2. These positions will have a permanent shift – with exception – and a primary building (for overtime purposes only).
3. The Floating Custodians can work in their primary building or be used in other areas as needed on their permanent shift. Floaters will be notified of daily assignments by Central Office personnel. However, it will be the responsibility of the Floaters to check with the Central Office if an assignment is not made on a timely basis.
4. For normal overtime purposes, the Floaters will be on rotation in their primary building. The normal process for filling absences will be used with Floaters included in the district rotation.
5. Floaters will not be used to preclude the posting and filling of vacant custodial positions.
6. Second shift custodian rovers can be used on first shift under the following circumstances:
 - a) A minimum of twenty-four (24) hours notice given to the rover.
 - b) No change in days off.
 - c) Can only be used for period of ten (10) consecutive work days or less.
 - d) Cannot be used to fill vacancies that have not been posted.
 - e) Cannot be used for known absences of ten (10) days or more.

FOR THE UNION:

FOR THE SCHOOL DEPARTMENT:

Date: _____

Date: _____

APPENDIX A

- A) A Retention Incentive of \$600 will be payable to all Council 94 members as of June 1, 2022. This retention incentive will be a one-time payment which will be disbursed in the first payroll check in June.
- B) A Retention Incentive of \$600 will be payable to all Council 94 members as of September 1, 2022. This retention incentive will be a one-time payment which will be disbursed in the first payroll check in September.

		0%	2.50%	2.50%
Job Title	Step	7-1-2022	7-1-2023	7-1-2024
Custodian	1	19.57	20.06	20.56
	2	20.46	20.97	21.50
	3	20.62	21.14	21.66
Custodian Hired After July 1, 2015	1	17.42	17.86	18.30
	2	18.31	18.77	19.24
	3	18.47	18.93	19.41
Maintenance/Utility	1	22.71	23.28	23.86
	2	23.37	23.95	24.55
	3	23.70	24.29	24.90
Groundskeeper/Roving Custodian	1	20.84	21.36	21.90
	2	21.11	21.64	22.18
	3	21.42	21.96	22.50
Asst. Prod Leader	1	14.71	15.08	15.45
	2	15.26	15.64	16.03
	3	16.49	16.90	17.32
District Production				

Coordinator	1	22.16	22.71	23.28
	2	22.70	23.27	23.85
	3	23.23	23.81	24.41
Clerk	1	19.57	20.06	20.56
	2	20.05	20.55	21.07
	3	20.46	20.97	21.50
Teacher Assistant	1	20.27	20.78	21.30
	2	20.75	21.27	21.80
	3	21.12	21.65	22.19
Secretary	1	21.25	21.78	22.33
	2	21.92	22.47	23.03
	3	22.58	23.14	23.72
Admin Secretary	1	22.05	22.60	23.17
	2	22.71	23.28	23.86
	3	23.37	23.95	24.55
Bookkeeper	1	22.05	22.60	23.17
	2	22.71	23.28	23.86
	3	23.37	23.95	24.55
Payroll/Fiscal Asst.	1	23.12	23.70	24.29
	2	23.78	24.37	24.98
	3	24.44	25.05	25.68
Fin. Asst. II	1	22.59	23.15	23.73
	2	23.24	23.82	24.42
	3	23.91	24.51	25.12
District Lead Custodian	1	22.65	23.21	23.80
	2	22.96	23.53	24.12
	3	23.27	23.85	24.45

Lead Custodian				
Elementary		22.58	23.14	23.72
MS & HS		23.10	23.68	24.27
Maintenance Working Foreman	1	23.97	24.57	25.18
	2	24.63	25.25	25.88
	3	25.30	25.93	26.58
LPN	1	21.32	21.85	22.40
	2	21.75	22.29	22.85
	3	22.06	22.61	23.18
Courier/Utility	1	20.83	21.35	21.88
	2	21.11	21.64	22.18
	3	21.42	21.96	22.50
Electrical Maintenance Technician	1	31.68	32.47	33.28
	2	32.30	33.11	33.94
	3	32.62	33.44	34.27
HVAC Maintenance Technician	1	31.68	32.47	33.28
	2	32.30	33.11	33.94
	3	32.62	33.44	34.27

LETTER OF UNDERSTANDING I

The parties agree to the following:

At times when a Custodian or Utility Person is not on duty and an outside Contractor is working in a school building, the School Department agrees to call in a member of the custodial staff and said custodian will be responsible for security as well as performing regular custodial duties assigned by the Supervisor. It is understood that this agreement is to cover outside contractors only and it not to preclude access to the facilities by the School Department's Administrators.



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-800-639-2227 or (401) 459-5000 or TDD 711 or visit us at www.BCBSRI.com. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at <https://www.healthcare.gov/sbc-glossary> or call 1-800-639-2227 or TDD 711 to request a copy.

Important Questions	Answers	Why this Matters:
What is the overall deductible?	For In Network providers \$1000 for an individual plan / \$2000 for a family plan. For Out-of-Network providers \$2000 for an individual plan / \$4000 for a family plan.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.
Are there services covered before you meet your deductible?	Yes. Doesn't apply to preventive services, services with a fixed dollar copay, prescription drugs and diagnostic testing.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost-sharing and before you meet your deductible. See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	No	You don't have to meet deductible for specific services.
What is the out-of-pocket limit for this plan?	For In Network providers \$6350 for an individual plan / \$12700 for a family plan. For Out-of-Network providers \$6350 for an individual plan / \$12700 for a family plan.	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premiums, balance-billed charges and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network provider?	Yes. See www.BCBSRI.com or call 1-800-639-2227 or (401) 459-5000 for a list of network providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	No	You can see the specialist you choose without a referral.



- All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$15 copay; deductible does not apply per visit	20% coinsurance	None
	Specialist visit	\$25 copay; deductible does not apply per visit	20% coinsurance	Chiropractic Services are limited to 12 visit(s) per year
	Preventive care/screening/immunization	No Charge; deductible does not apply	20% coinsurance	You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for. For additional details, please see your plan documents or visit www.BCBSRI.com/providers/policies
If you have a test	Diagnostic test (x-ray, blood work)	No Charge; deductible does not apply	20% coinsurance	Preauthorization is recommended for certain services
	Imaging (CT/PET scans, MRIs)	No Charge	20% coinsurance	
If you need drugs to treat your illness or condition More information about <u>prescription drug coverage</u> is available at www.Caremark.com .	Tier 1 generic drugs	\$5 copay (Retail) \$12.50 copay (Mail Order); deductible does not apply	Not Covered	CVS Health administers the Pharmacy benefit.
	Tier 2 preferred brand name drugs	\$20 copay (Retail) \$50 copay (Mail Order); deductible does not apply	Not Covered	All specialty and some non-specialty medications require a Prior Authorization before being dispensed.
	Tier 3 non-preferred brand name drugs	\$40 copay (Retail) \$100 copay (Mail Order); deductible does not apply	Not Covered	Frequency of fills are as follows: 30 days for retail; 90 days for mail; 30 days for Specialty.
	Tier 4 specialty prescription drugs	\$40 copay (CVS Specialty pharmacy only); deductible does not apply	Not Covered	Infertility drugs: 20% coinsurance; deductible does not apply

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No Charge	20% coinsurance	Preauthorization is recommended. Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge, deductible does not apply.
	Physician/surgeon fees	No Charge	20% coinsurance	Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge, deductible does not apply.
	Emergency room care	\$100 copay; deductible does not apply per visit	\$100 copay; deductible does not apply per visit	Emergency room: Copay waived if admitted. Air/Water Ambulance: No charge.
If you need immediate medical attention	Emergency medical transportation	\$50 copay; deductible does not apply per trip	\$50 copay; deductible does not apply per trip	Urgent care: Applies to the visit only. If additional services are provided additional out of pocket costs would apply based on services received.
	Urgent care	\$50 copay; deductible does not apply per urgent care center visit	\$50 copay; deductible does not apply per urgent care center visit	
If you have a hospital stay	Facility fee (e.g., hospital room)	No Charge	20% coinsurance	Preauthorization is recommended; 45 day limit at an inpatient rehabilitation facility; Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge, deductible does not apply.
	Physician/surgeon fee	No Charge	20% coinsurance	Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge, deductible does not apply.
If you need mental health, behavioral health, or substance abuse services	Outpatient services	\$15 copay; deductible does not apply/office visit No Charge for outpatient services	20% coinsurance/office visit 20% coinsurance for outpatient services	Preauthorization is recommended for certain services
	Inpatient services	No Charge	20% coinsurance	

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you are pregnant	Office visits	\$25 copay; deductible does not apply per visit	20% coinsurance	Cost sharing does not apply for preventive services; Depending on the type of services, a copayment, coinsurance or deductible may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound). Preauthorization is recommended.
	Childbirth/delivery professional services	No Charge	20% coinsurance	
	Childbirth/delivery facility services	No Charge	20% coinsurance	
If you need help recovering or have other special health needs	Home health care	No Charge	20% coinsurance	Preauthorization is recommended
	Rehabilitation services	20% coinsurance	20% coinsurance	Services include Physical, Occupational and Speech Therapy; limited to 30 visits each (combined for in and out of network); No Charge for services to treat autism spectrum disorder and are not subject to visit limits.
	Habilitation services	20% coinsurance	20% coinsurance	Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge, deductible does not apply.
	Skilled nursing care	No Charge	20% coinsurance	Preauthorization is recommended; Custodial care is not covered
	Durable medical equipment	20% coinsurance	20% coinsurance	Preauthorization is recommended for certain services. Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge, deductible does not apply.
	Hospice service	No Charge	20% coinsurance	None
If your child needs dental or eye care	Children's eye exam	\$25 copay; deductible does not apply per visit	20% coinsurance	Limited to one routine eye exam per year.
	Children's glasses	Not Covered	Not Covered	None
	Children's dental check-up	Not Covered	Not Covered	None

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)		
• Acupuncture	• Dental check-up, child	• Routine foot care unless to treat a systemic condition
• Cosmetic surgery	• Glasses, child	
• Dental care (Adult)	• Long-term care	• Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)		
• Bariatric Surgery	• Infertility treatment	• Private-duty nursing
• Chiropractic care	• Most coverage provided outside the United States. Contact Customer Service for more information.	• Routine eye care (Adult)
• Hearing aids		

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for us and those agencies is: the plan at 1-800-639-2227 or (401) 459-5000 or TDD 711, state insurance department at (401) 462-9520 or by email at HealthInquiry@ohic.ri.gov, Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform, or the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.ccio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact: contact the plan at 1-800-639-2227 or (401) 459-5000 or TDD 711. You may also contact the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform. Additionally, a consumer assistance program can help you file your appeal. Contact your state insurance department at (401) 462-9520 or by email at HealthInquiry@ohic.ri.gov.

Does this plan provide Minimum Essential Coverage? Yes.

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan meet Minimum Value Standards? Yes.

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

Language Access Services:

Para obtener asistencia en Español, llame al 1-800-639-2227.

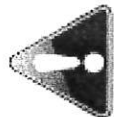
Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-639-2227.

如果需要中文的帮助, 请拨打这个号码 1-800-639-2227.

Dinek'ehgo shika at'ohwol ninisingo, kwijigo holne' 1-800-639-2227.

_____To see examples of how this plan might cover costs for a sample medical situation, see the next section. _____

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$1000
- Specialist copayment \$25
- Hospital (facility) coinsurance No Charge
- Other coinsurance 20%

This EXAMPLE event includes services like:

Specialist office visits (*prenatal care*)
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work*)
Specialist visit (*anesthesia*)

Total Example Cost	\$12,700
--------------------	----------

In this example, Peg would pay:

Cost Sharing	
Deductibles	\$1,000
Copayments	\$30
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$60
The total Peg would pay is	\$1,090

Managing Joe's type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$1000
- Specialist copayment \$25
- Hospital (facility) coinsurance No Charge
- Other coinsurance 20%

This EXAMPLE event includes services like:

Primary care physician office visits (*including disease education*)
Diagnostic tests (*blood work*)
Prescription drugs
Durable medical equipment (*glucose meter*)

Total Example Cost	\$5,600
--------------------	---------

In this example, Joe would pay:

Cost Sharing	
Deductibles	\$790
Copayments	\$590
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$20
The total Joe would pay is	\$1,400

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

- The plan's overall deductible \$1000
- Specialist copayment \$25
- Hospital (facility) coinsurance No Charge
- Other coinsurance 20%

This EXAMPLE event includes services like:

Emergency room care (*including medical supplies*)
Diagnostic test (*x-ray*)
Durable medical equipment (*crutches*)
Rehabilitation services (*physical therapy*)

Total Example Cost	\$2,800
--------------------	---------

In this example, Mia would pay:

Cost Sharing	
Deductibles	\$600
Copayments	\$210
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$0
The total Mia would pay is	\$810

The plan would be responsible for the other costs of these EXAMPLE covered services.

APPENDIX B: MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT Temporary Teacher Assistant Help

Rhode Island Council 94, AFSCME, Local 2231
and
Burrillville School Department

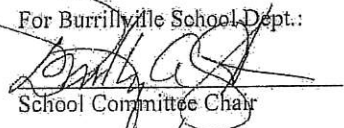
The Burrillville School Department and RI Council 94, AFSCME Local 2231 (hereinafter referred to collectively as "the Parties") agree to the following regarding a variance in Article 36 regarding temporary help:

1. This agreement applies only to temporary help being utilized for Teacher Assistant positions.
2. Temporary help for Teacher Assistant positions may be used beyond six (6) months but not to exceed the current school year in which the temporary help is being utilized.
3. If the work of the temporary help is still needed after the expiration of the current school year, a teacher assistant position will be posted and filled for the upcoming school year per Article 7.7a of the current CBA.
4. Compliance with Section 36.1 of the current CBA will be followed for service fees, benefits or being considered a bargaining unit member.
5. Compliance with Section 36.2 of the current CBA will be followed for service fees, benefits or being considered a bargaining unit member in all aspects except that the start date will be the seventy (70) working days from date of hire as temporary help.
6. The use of temporary Teacher Assistants will be subject to the following terms:
 - a. All permanent vacancies will be posted and filled per Article 7.7a of the current CBA.
 - b. No bargaining unit members will be on lay-off.
 - c. The School Department will notify the Union no less than monthly of all temporary help being used and where.

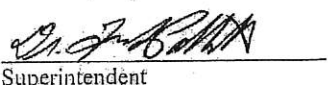
Print Date
9/16/13

7. This agreement will expire at the end of the current collective bargaining agreement term.
8. The Parties hereto stipulate and agree that the provisions of this Settlement Agreement are entered into voluntarily and that none of the Parties have been coerced to enter into this Settlement Agreement through fraud, duress, misrepresentation, undue influence, or any other means that may affect the voluntariness of the mutual assent upon which this Agreement is based.
9. Except as may be necessary to enforce the terms of this Agreement, neither Party may introduce this Agreement in any proceeding or forum, administrative or judicial.
10. A dispute regarding this Agreement shall be resolved through the grievance and arbitration process outlined in the collective bargaining agreement.
11. The terms and provisions of this Agreement shall be effective upon final signature of all the parties of this Settlement Agreement.

For Burrillville School Dept.:



School Committee Chair

Date: 10/8/13

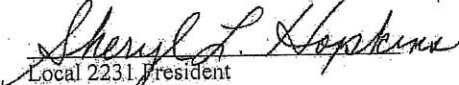

Superintendent

Date: 10/8/13

For R.I. Council 94, AFSCME:


R.I. Council 94 Staff Representative

Date: 10/18/13


Local 2231 President

Date: 9/23/13

