

AGREEMENT BETWEEN

THE WOONSOCKET SCHOOL COMMITTEE

AND

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

ON BEHALF OF

WOONSOCKET SCHOOL EMPLOYEES, LOCAL 1137

JULY 1, 2021 - JUNE 30, 2024

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## **AGREEMENT**

This agreement made and entered into this *thirteenth day of October, 2021*, by and between the City of Woonsocket School Committee of Woonsocket, Rhode Island, hereinafter called the "Employer" and Rhode Island Council 94, American Federation of State, County and Municipal Employees, AFL-CIO, on behalf of Local 1137, hereinafter called the "Union".

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

### **ARTICLE 1 – RECOGNITION**

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

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

### **ARTICLE 2 - NON-DISCRIMINATION CLAUSE**

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

### **ARTICLE 3- UNION SECURITY**

- 3.1 The Committee agrees to deduct from the salaries and wages of members of the Union working under this Agreement (hereafter "Members") dues for the Union provided that said Members of the bargaining unit individually and voluntarily authorize the Committee to do so in writing. In addition, the Committee agrees to deduct a lawful service charge (also known as an "agency fee") from the salaries and wages of employees who are not members of the Union, but who serve in a position covered by this Agreement (Non-Members), provided that each such Non-Member individually and voluntarily authorizes the Committee to deduct the agency fee in writing. All such written authorizations shall be maintained in the personnel files of the Members and Non-Members. The Union will notify the Committee thirty (30) days prior to any change in the amount of dues or agency fees to be deducted from a Member or Non-Member's salary and wages, respectively. Both the Union dues to be paid by Members and the agency fees to be paid by Non-

Members shall be transmitted to Rhode Island Council 94, AFSCME, AFL-CIO, 1179 Charles Street, North Providence, Rhode Island 02904 on a bi-weekly basis.

- 3.2 The Union shall indemnify, defend and save the Committee and City harmless against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and for any and all legal costs that may arise out of or by reason of action taken or not taken by the Committee or City in complying with the provisions of section 3.1. If an improper deduction or failure to make such deduction occurs, the Union shall deal directly with its Member or Non-Member to make whatever refund or deduction the member and Union deem just.
- 3.3 The School Committee will not aid, promote or finance any labor group or organization that purports to engage in collective bargaining for members of this bargaining unit.

#### **ARTICLE 4 - MANAGEMENT'S RIGHTS CLAUSE**

- 4.1 The Employer retains all rights and jurisdiction to manage the Woonsocket Education Department including, but not limited to, selection and direction of working forces, to hire, suspend, or discharge for just cause, to assign or transfer, to determine the amount of overtime to be worked, to decide on the number and location of facilities, stations, to determine the work to be performed, amount of supervision necessary, subject to the terms of this agreement.
- 4.2 If any job description is changed to include altogether new responsibilities or altered dramatically from their present duties by the employer, the employee in that present position has the right to exercise his or her bumping rights according to his / her seniority.

#### **ARTICLE 5 - HOURS OF WORK**

- 5.1 It is hereby agreed that all employees shall have one of the following workweeks and/or workdays as follows:
- a. A forty (40) hour workweek, five (5) consecutive eight (8) hour days, Monday through Friday.
  - b. A thirty-five (35) hour workweek, five (5) consecutive seven (7) hour days, Monday through Friday.
  - c. Secretarial Employees will work a thirty-two and one-half (32 1/2) hour workweek, five (5) consecutive six and one-half (6 1/2) hour days, Monday through Friday during all school recess periods.
  - d. All secretaries or clerical assistants serving in the central administration building at 108 High Street (also known as the "McFee Administration Building") shall work a forty (40) hour, five (5) consecutive day work week, Monday through Friday, except that those secretaries/clerical assistants currently serving in the McFee Administration Building who serve a 35-hour or 37.5-hour work week shall be permitted to retain those hours at their election. Members who move from a 35 or 37.5 hour work week to a 40 hour work week shall be compensated for the additional hours worked. The positions in which members work fewer than 40 hours weekly are: Technology Secretary (35 hours), Secretary to the Director of Human Resources (35 hours), Secretary to the Director of Literacy and Grants (35 hours), Secretary to Human Resources/Switchboard (35 hours), Special Education Census Secretary (35 hours), Human Resources/Payroll Assistant (37.5 hours), Secretary to the Chief Operating Officer (Technology) (35 hours), Secretary to the Chief Operating Officer (Facilities) (35 hours), Child Outreach

Secretary (35 hours), Technology Secretary/Registration (35 hours). If those working in one of these listed positions vacate the position, however, the Department shall post and fill it so that those serving henceforth shall work a 40-hour/5-day work week.

- 5.2 All employees covered by this agreement shall be granted a fifteen (15) minute coffee break/rest period during the first half and during the second half of their workday. The scheduling of breaks will be determined by the Superintendent or his/her designee.
- 5.3 It is recognized that the hours of work and work schedules have been negotiated between the School Department and the Union and they shall remain in full force and effect. In the event it becomes necessary to change the scheduled work hours, in any area, the School Department shall notify the Union and the parties hereto shall make every effort to agree mutually on the hours for such schedule and fix the hours subject to the grievance and arbitration provisions of this agreement. There is an expectation that for emergencies, snow-related storms and/or special events/projects as determined by the School Committee and/or Superintendent, all facilities personnel shall be required to report to work when requested.
- 5.4 In unusual circumstances, the supervisor may exercise his or her discretion to allow for flexibility in schedule of no more than one hour provided that the employee notifies the supervisor in advance.

#### **ARTICLE 6 – OVERTIME**

- 6.1 Time and one-half (1 1/2) shall be paid for all hours worked in excess of an employee's standard work day and work week.
- 6.2 Time and one-half (1 1/2) shall be paid for all hours worked on a Saturday except if Saturday is a regularly scheduled workday.
- 6.3 Double time shall be paid for all hours worked on a Sunday except if Sunday is a regularly scheduled workday.
- 6.3.1 Double time shall be paid for all hours worked when the Governor declares a State of Emergency due to inclement weather or a natural disaster. Neither the COVID-19 State of Emergency nor any other emergency other than that caused by inclement weather or natural disaster shall trigger double time pay.
- 6.4 Double time plus holiday pay shall be paid for all hours worked on a holiday.
- 6.5 Hours credited for holidays, personal leave and vacation shall be considered as time worked for the purpose of computing overtime. Overtime will be credited and paid in those instances where employees are assigned / requested to work overtime by the administration.
- 6.6 Overtime work is to be made a matter of record and distributed fairly and equitably among employees in their respective building and class of position on a seniority rotating basis based on the right of first refusal.
- 6.7 If there are no employees available for overtime within their division, then said overtime will be distributed among employees from all other divisions by class of position on a rotating basis.
- 6.8 A record of overtime payments shall be furnished to the President of the Union upon request with reasonable advance notice.

- 6.9 Hours of work and tours of duty shall not be changed solely for the purpose of avoiding the payment of overtime. Flextime schedules will be requested by the employee and jointly approved by the Superintendent and the Local Union.

#### **ARTICLE 7 - CALL-IN PAY**

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

#### **ARTICLE 8 - HOLIDAYS**

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

- |                           |  |
|---------------------------|--|
| 1. New Years Day          | 8. Labor Day   |
| 2. Martin Luther King Day | 9. Columbus Day  |
| 3. Washington's Birthday  | 10. Presidential Election Day  |
| 4. Good Friday            | 11. Veterans' Day  |
| 5. Memorial Day           | 12. Thanksgiving Day   |
| 6. Independence Day       | 13. Day after Thanksgiving   |
| 7. Victory Day            | 14. Day before or day after<br>Christmas, depending upon<br>School calendar, but no<br>Holiday shall be granted when<br>School is in session |
|                           | 15. Christmas Day  |
|                           | 16. Juneteenth or June 19 <sup>th</sup>  |

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

- |                           |  |
|---------------------------|--|
| 1. New Years Day          | 7. Presidential Election Day                               |
| 2. Martin Luther King Day | 8. Veterans' Day   |
| 3. Good Friday            | 9. Thanksgiving Day  |
| 4. Memorial Day           | 10. Day after Thanksgiving                                 |
| 5. Labor Day              | 11. Christmas Day  |
| 6. Columbus Day           | 12. Juneteenth or June 19 <sup>th</sup> (if<br>applicable) |

- 8.3 To be eligible for holiday pay, an employee must work the last scheduled day before and the first scheduled day after a holiday unless absent for a legitimate illness.
- 8.4 All work performed on the above-mentioned holidays shall be paid for at the rate of double time plus the employee's regular holiday pay.
- 8.5 If a holiday falls on a Saturday or Sunday, employees shall receive an additional day off or an additional day's pay. This determination shall be made at the discretion of the Superintendent or his/her designee. If the Superintendent or his/her designee decides

that an additional day off shall be awarded, then the Superintendent or his/her designee shall so notify the Union President thirty (30) days prior to the holiday in question.

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

#### **ARTICLE 9 – VACATIONS**

- 9.1 All 12-month employees shall receive ten (10) days of vacation each year upon completion of one year of service; fifteen (15) days each year upon completion of ten (10) years of service; and twenty (20) days each year upon completion of fifteen (15) years of service, except that those employees who have completed twenty-five (25) years of service as of July 1, 2013 shall receive twenty-five (25) days of vacation each year.
- 9.2 Vacations shall be earned on an accrual basis for each month of service as the employee completes that month of service. Thus, an employee entitled to ten (10) days of vacation each year shall earn .8333 days for each month of service, an employee entitled to fifteen (15) days of vacation each year shall earn 1.25 days for each month of service, an employee entitled to twenty (20) days of vacation each year shall earn 1.666 days for each month of service, an employee entitled to twenty-five (25) days of vacation each year shall earn 2.083 days for each month of service.
- 9.3 New employees shall not receive any vacation time until such employee has completed his or her probationary period but vacation shall accrue retroactively.
- 9.4 When the service of an employee shall be terminated by resignation, death, dismissal or otherwise, if such employee shall not have used actual vacation time equal to his vacation credits, such employee or his estate shall, on such termination, be entitled to receive full pay for each hour of vacation to his credit as of the date of termination. Vacations shall be considered accrued wages and shall be payable according to the amount of vacation time accrued.
- 9.5.1 Vacation time shall not be allowed to accrue indefinitely. Employees may carry over into the next year no more than ten (10) days of vacation time accrued and credited in the previous year, except that, on July 1, 2019, employees may carry over into the next year no more than twenty (20) vacation days. Employees on extended sick leave, workers comp or disability shall not accrue.
- 9.5.2 Employees with more than the allowable accrued carry-over time may request payment for such additional time at the rate of \$50.00 per day. Such request for payment must be made no later than June 1 of the then current fiscal year.
- 9.6 Employees shall submit requests to discharge vacation time through the electronic system (AESOP). The employee's supervisor reserves the right to exercise his or her discretion to reject an employee request based upon the needs of the Woonsocket Education Department. In no event shall any employee who is entitled to vacation time be permitted to discharge such vacation during the two-week period prior to the opening of school and the two-week period prior to the end of the school year.
- 9.7 Seniority shall be the determining factor if a controversy arises over the selection of vacation dates.

#### **ARTICLE 10 - PROBATIONARY EMPLOYEES**

- 10.1 All new employees, appointed by the School Committee, shall remain probationary

employees for the first ninety (90) working days of their employment. Employees shall have no seniority rights during the probationary period and may be terminated at any time during the probationary period at the sole discretion of the Employer. Discharges during this period shall not be subject to the grievance and arbitration procedures of this agreement.

- 10.2 Employees who successfully complete their probationary period shall have their seniority status retroactive to their first day of work.

#### **ARTICLE 11 – SENIORITY**

- 11.1 Seniority shall be defined as the total length of service with the School Department within a classification computed from the employee's first day worked regardless of the date he/she is appointed.
- 11.2 An employee shall accrue seniority in each of two separate classifications: (a) Custodial and Maintenance employees ("Classification 1") and (b) Secretarial employees ("Classification 2").
- 11.3 If two or more persons start working on the same day, they shall have their seniority determined by lot in the presence of one representative determined by the Union and one representative determined by the School Department.
- 11.4 It is hereby agreed that the parties hereto recognize and accept the principles of seniority within a job title in all cases of shift preference, job and location assignment, vacation and days off.
- 11.5 Seniority lists showing the status of all employees within the bargaining unit shall be made available to the Union and shall be forwarded to all schools once a year.
- 11.6 Employees transferred or promoted to positions outside the bargaining unit shall forfeit their seniority within the bargaining unit after a period of ninety (90) days.
- 11.7 If an employee transfers from one classification to another (Classification 1 to Classification 2, or vice-versa), he or she shall retain the seniority in the classification from which he or she transfers and begin to accrue seniority separately in the new classification.
- 11.8 An employee shall forfeit all seniority rights then accrued to him/her if he/she:
- a. Is discharged for just cause;
  - b. Terminates employment voluntarily;
  - c. Fails to give response to a recall notice;
  - d. Has been laid off for a period of two (2) years;
  - e. Fails to renew a leave of absence.
- 11.9 In the event of layoff, an employee shall be permitted to exercise his or her seniority within his or her current classification, and if no such positions are available, in his or her former classification, to displace an employee with less seniority, provided that the employee who is exercising seniority through such "bumping" is qualified to perform the duties of the new position.
- 11.10 Job abolishment shall be considered a layoff. Employees shall be entitled to two (2) weeks' notice before layoff, in accordance with the following process: When a position within either Classification 1 or Classification 2 is to be abolished, Administration representative(s) shall convene a meeting with Union representative(s) to review the

position(s) to be abolished, the employees to be affected, and the options to be afforded those who are so affected. At the conclusion of this meeting, the Administration shall provide the affected employee(s) with a written notice explaining his or her options; the employee, in turn, shall exercise his or her bumping rights within one week of this meeting, and move into the position that he or she selects through exercise of his or her seniority rights, as described in section 11.9, within two weeks of making the selection.

- 11.11 Whenever it becomes necessary to increase the work force, laid off employees shall be recalled in the order of their seniority before any new employee is hired provided the employee is qualified to perform the duties of the job vacancy.
- 11.12 When an employee is to be recalled, he/she shall be notified by the Employer by certified mail, return receipt requested, to the employee's last known address. The employee shall notify the Employer by certified mail within ten (10) working days after the date of receipt of the certified letter as to whether or not he/she intends to return to work. Failure by the employee to notify the Employer of the employee's intention to return or not to return to work shall be deemed to be cause for termination of employment. If the employee has notified the Employer of his/her intention to return to work any time within two (2) weeks (ten (10) working days), of the receipt of the aforementioned certified letter, the employee shall be re-employed.
- 11.13 A "permanent employee" shall include any person who has been appointed by the School Committee, and has successfully completed his/her probationary period.
- 11.14 A "substitute employee" is an employee who replaces a permanent employee who is out sick or injured. Substitute employees will not be covered by the provisions of this agreement.
- 11.15 Employees who work less than twenty (20) hours per week shall not be covered by the provisions of this contract.
- 11.16 Any employee who feels that he has been aggrieved with respect to his/her seniority shall have the right to process the matter as a grievance.

#### **ARTICLE 12 - POSTING AND FILLING OF VACANCIES**

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

new or vacant position, the Superintendent shall review all applications to determine that the applicant possesses sufficient qualifications to warrant examination as set forth in the job specification for the position.

Only applicants who possess sufficient qualifications shall be allowed to take the examination and/or performance test. Any applicant to any one of the following positions who successfully passes the examination and/or performance test shall be further subject to interview by his or her supervisor, which supervisor shall select the most qualified and effective applicant to service from within the bargaining unit: A secretarial/clerical assistant position to a Director within the Woonsocket Education Department, specifically the secretaries/clerical assistants to the Director of Administration and Finance, the Director of Human Resources, the Director of Technology, the Director of Facilities and Transportation, the Director of Special Education, and the Director of Literacy, or such other Director positions as may be established from time to time (hereafter "Director Clerical Assistants"); Technology Secretary; Data Specialist; Secretary to Human Resources/Switchboard; and Technology Secretary/Registration.

Applicants for Custodial and Maintenance positions or Secretarial/Clerical positions other than Director Clerical Assistants who successfully pass the examination and/or performance test shall be placed on a list for the position(s) in order of their seniority. The Superintendent shall appoint the most senior applicant on the list to the Custodial or Maintenance position or Secretarial/Clerical position (other than Director Clerical Assistants), provided that, in the instance of appointment to a position in the Maintenance Department requiring special skills, the applicant is further subject to the requirements set forth in section 12.5. Applicants for Custodial or Maintenance positions or Secretarial/Clerical positions other than Director Clerical Assistants who pass the examination but are not current bargaining unit members shall be placed on the list after all bargaining unit members in the order of their scores.

Once a list for Custodial and Maintenance positions or Secretarial/Clerical positions other than Director Clerical Assistants is established, it shall remain in effect for three (3) years or until it is exhausted, whichever comes first, or until a new test is deemed appropriate by the Superintendent.

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

12.4 No bid shall be considered valid if it has not been submitted during the posting period.

12.5 Whenever an applicant bids for a position in the Maintenance Department requiring special skills, proof of acquisition of such skills shall be determined by on-the-job observation for a period of five (5) working days by the Director of Facilities. This five (5) day observation period shall run concurrently with the fifteen (15) day time-period set forth in section 12.7, if applicable.

Testing methods for clerical, drivers and deliverymen applicants shall be reviewed and updated with input from the Union.

Two members of the administration and two members of the union shall form a joint standing committee to review all written exams and discuss other test factors.

12.6 The Employer and the Union will cooperate with notifying employees who are absent from work that a job has been posted.

12.7 Employees appointed to a position within the bargaining unit shall be granted a trial

period of up to fifteen (15) work-days in the new position. If the employee, after said trial period, cannot satisfactorily perform the duties and responsibilities of the job, said employee will be returned to his/her original position and the next bidder with the most seniority shall be given a fifteen (15) day work day trial period. Employees shall be granted the right of self-removal at any time before the fifteenth (15<sup>th</sup>) work day of the trial period is completed, and returned to their former position. Vacant positions shall not be filled from the outside until after the fifteenth (15<sup>th</sup>) work day in the case of a vacancy resulting from a transfer.

12.8 Employees hired after July 1, 2000 must remain in their position for a minimum of one (1) year unless their new assignment is eliminated or restructured within that one-year period, or a transfer is in the best interests of the school department. Upon written notice to the Union, a waiver will be granted by mutual agreement.

12.9 The Union and Administration agree to hold a placement meeting, as needed to fill more than two positions left vacant as a result of the displacement process set forth in Article 11. Members affected by the displacement process shall be invited to this placement meeting, at which they will receive written information regarding all positions eligible for consideration. Each member will then elect to be placed in an eligible position in accordance with section 12.3. The member displaced and those who could be affected by the displacement process will remain at the meeting until the election process is completed.

#### **ARTICLE 13 – SICK LEAVE**

13.1 Sick leave with pay shall be granted to employees covered by this agreement. Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury or exposure to contagious disease.

13.2 In case of illness in the immediate family (father, mother, son, daughter, spouse (to include domestic partners) or other dependent relative living in the same household) an employee may be allowed up to eight (8) days sick leave with full pay. This leave will be deducted from the employee's accumulated sick leave.

13.3 All employees covered by this agreement shall earn sick leave on an accrual basis for each month of service as he or she completes that month of service. Thus, a school-year employee shall earn 1.5 days for each month of service, and a 12-month employee shall earn 1.25 days for each month of service. Employees shall be entitled to accumulate a maximum of one-hundred-and-eighty (180) days.

13.4 Each year, as of June 30<sup>th</sup>, an employee shall be awarded an additional five (5) days of sick leave in addition to the maximum number of days allowed (one-hundred-and-eighty days), if the employee has not used any sick days since July 1<sup>st</sup> of the prior year; an additional four (4) days of sick leave, if he or she has used one (1) sick day over that same time period (July 1<sup>st</sup> to June 30<sup>th</sup>), an additional three (3) days of sick leave, if he or she has used two (2) sick days over that same time period, an additional two (2) days of sick leave, if he or she has used three (3) sick days over that same time period; and an additional one (1) day of sick leave, if he or she has used four (4) sick days over that same time period. If the employee has used five (5) or more sick days, he or she shall not receive any such "bonus days."

13.5 New employees will not be granted sick leave with pay during their ninety (90) day probation but will be credited with sick leave at the conclusion of their probationary period.

13.6 Employees absent four (4) work-days in succession for reasons of illness must submit, upon request, to the Superintendent and/or designee a signed certification from their

physician or licensed health care provider, which certification may be on form provided by the Department (e.g., Family and Medical Leave Act certification through Department of Labor). If an employee fails to submit such certification or other satisfactory evidence, his/her payment of sick leave shall be discontinued and his/her leave of absence shall be deemed unauthorized.

- 13.7 When the service of an employee shall be terminated by retirement or death, said employee or his/or her designated beneficiary or estate shall be entitled to receive fifty (50%) percent of his/or her accrued sick leave as of the date of termination.
- 13.8 All Employees shall be covered by the Rhode Island Temporary Disability Insurance Act.
- 13.9 Any member who is subject to federal, state, or local quarantine or isolation order or to a similar directive from the Rhode Island Department of Health ("RIDOH") or the federal Centers for Disease Control (hereafter "Quarantine"), shall submit certification of the need for quarantine to the Superintendent, or his/her designee, on a form to be provided by the Department, which certification shall include information regarding any positive test result, with the date of test and or close contact with another person who has tested positive, with the date of close contact and relationship to close contact. Any member who is found to have intentionally provided inaccurate information about the need for Quarantine, which is set forth and defined by the RIDOH, shall forfeit the right to paid leave as set forth paragraph below and may be subject to disciplinary action.
- a. Remote Work. The Department may assign any member who is subject to Quarantine to those work-related duties that can be carried out remotely while under Quarantine.
  - b. Quarantine Leave. If there are no such work-related duties available or appropriate for that member, or if a member is unable to carry out any work-related duties because the member is incapacitated by the condition that is the basis for quarantine, including that he or she has contracted an infectious disease because of a "Pandemic" as defined by the World Health Organization or other comparable body ("Infectious Disease"), then the member shall be on paid leave for the duration of such Quarantine (hereafter receiving "Quarantine Leave"), and shall not be required to discharge any accrued sick leave, provided however, the member shall not accrue additional sick leave while on Quarantine Leave.
  - c. Travel. This provision affording Quarantine Leave shall not apply to members who travel to a Travel Restriction Area, as set forth by the RIDOH, unless that member must travel to such Area to address a personal emergency, provided that the member provides timely notice and evidence of the emergency to the Superintendent. Except for those members whom the Superintendent or designee has thereby authorized to travel to a Travel Restriction Area for a personal emergency, members who travel to a Travel Restriction Area must, upon re-entry to Rhode Island, remain under self-quarantine for the full duration of the period set forth by the RIDOH and shall not return to work in person with only a negative test result; moreover if the Department does not or cannot assign remote work to the member, because such work is not available or not appropriate, then the member shall discharge his or her accrued sick leave for the full period of the mandated Quarantine.
  - d. Infectious Disease Leave. If a member becomes ill from the Infectious Disease, and is unable to carry out work-related duties as a result of that illness, he or she shall submit written verification of the diagnosis from a health care provider and be placed on paid leave retroactive to the date the member isolated pending the

positive result ("Infectious Disease Leave") for the duration of the illness or until he or she is able to work remotely, as allowed, or in person. The Department shall retain the right to require the member to be examined or have his or her medical records reviewed by a health care provider selected and paid by the Department to validate the diagnosis. The member shall be permitted to return to work in accordance with the guidance/directives by the RIDOH. A member on Infectious Disease Leave shall not be required to discharge any accrued sick leave, provided however, that the person shall not accrue any additional sick leave during such leave. Infectious Disease Leave shall run concurrently with any and all leave provided for under federal or state law, including without limitation the Americans with Disabilities Act and the Family and Medical Leave Act, but in no event shall a member be entitled to payment under any such laws in addition to payment under this provision. Any member who is found to have intentionally provided inaccurate information regarding his or her illness shall forfeit the right to paid leave and may be subject to disciplinary action.

#### **ARTICLE 14 - CHILDBIRTH LEAVE**

- 14.1 An employee seeking a leave of absence for the birth or adoption of a child shall be entitled to a leave of absence as provided for and defined by the Family and Medical Leave Act ("FMLA") or the Rhode Island Parental and Family Medical Leave Act (Rhode Island General Laws, title 28, chapter 48) (hereafter "FMLA/RIPFMLA Leave"). Employees on FMLA/RIPFMLA Leave shall be required to discharge their accrued sick leave (Article 13), personal leave (Article 19), and vacation time (Article 9) until such leave is exhausted, after which their leave shall be unpaid. The employee shall give the Superintendent or his/her designee twenty (20) working days' notice of her intention to return to her duties from such leave.
- 14.2 An employee planning to take childbirth leave shall notify the Superintendent or his/her designee of her intention to leave thirty (30) days prior to the start of such a leave. However, this advance notice shall not apply in the case of medical emergency. The employee shall give the Superintendent or his/her designee twenty (20) working days notice of her intention to return to her duties from such leave.

#### **ARTICLE 15 - PARENTAL LEAVE**

- 15.1 Parental leave for childrearing shall be granted without pay to employees for no longer than one year. Requests for said leave must be made within two (2) weeks after recovery from childbirth, acceptance of foster children, or the adoption of children. If the employee is on FMLA/RIPFMLA leave, said leave shall be retroactive to the start of that FMLA/RIPFMLA, and run concurrently with that leave; otherwise, Parental Leave shall commence when granted. An employee who is granted Parental leave shall notify the Superintendent of Schools no later than thirty (30) days prior to the termination of the leave of his or her intention to return to work.

#### **ARTICLE 16 - BEREAVEMENT LEAVE**

- 16.1 All employees covered by this agreement shall be granted leave with pay for five (5) days from date of death, excluding weekends\* and holidays, for a death in the immediate family. The immediate family shall include father, father-in-law, mother, mother-in-law, step parents, spouse, brother, sister, step brother or sister, child, step child or any person living in the member's household. \*(if an employee works weekends the excluded days would be weekdays).
- 16.2 All employees covered by this agreement shall be granted a leave with pay for **three (3)**

days from the date of death, excluding weekends\* and holidays, for a death of the employee's daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandchild and grandparent. \*(if an employee works weekends the excluded days would be weekdays).

- 16.3 In case of death of an uncle, aunt, niece or nephew, a leave of absence with pay shall be given for not more than one (1) day.
- 16.4 In cases where unusual travel or hardships exist then the Superintendent may, at his discretion, grant additional bereavement leave with pay. If granted, the leave will be deducted from the employee's accumulated sick leave or the employee may elect to take leave without pay for this purpose.

#### **ARTICLE 17 - EMERGENCY LEAVE**

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

#### **ARTICLE 18 - LEAVE OF ABSENCE**

- 18.1 It is agreed that upon written application to the Superintendent, an employee may be granted leave without pay not to exceed one (1) year for reasons of personal illness, disability, educational improvement, or other purpose deemed proper and approved by the Superintendent. Approval of such leaves shall not be unreasonably withheld. In the case of personal illness, the period of leave may be greater than one year if such leave is covered under the Americans with Disabilities Act or analogous state law, provided however, that in the case of any lengthy illness or disability that continues beyond the period of job-protected leave set forth under the FMLA or the RIFFMLA, i.e., 12 or 13 weeks, the employee shall submit Certification every fifteen (15) days on a form to be provided by the Department. This Certification, to be signed by the health care provider and the employee, shall include responses to all lawful inquiries regarding the medical or health condition necessitating the leave, the anticipated duration of the leave, and any reasonable accommodations, other than a continued leave of absence, that might enable the employee to return to work.
- 18.2 Seniority shall be retained but shall not accumulate during any leaves without pay in excess of two consecutive weeks nor shall such time count toward eligibility for vacation or longevity benefits.
- 18.3 At the expiration of a leave of absence, the employee shall be returned to the position from which he/she is on leave at the same step of the current rate for his/her class of position, unless such position no longer exists, in which case he/she shall be placed in a comparable position with comparable pay.
- 18.4 The employee must notify the Employer within thirty-five (35) days of his intention to return from a leave of absence.
- 18.5 Leaves granted under this section shall be without health and related benefits unless addressed in other sections of this contract.

#### **ARTICLE 19 - PERSONAL LEAVE**

- 19.1 All employees covered by this agreement shall be granted two (2) days personal leave

with pay during each fiscal year to conduct personal business. The Superintendent or his/her designee must be notified one (1) day prior to taking such leave. Four (4) days of personal leave may be carried over to the next fiscal year.

- 19.2 Employees wishing to participate in a buyback plan for personal days may do so by requesting, in writing, that the school department pay them at a rate of fifty dollars (\$50.00) per day in exchange for their personal day. Such requests shall be made by May 31.

## **ARTICLE 20 - MEDICAL INSURANCE**

- 20.1 **Health:** The term "health coverage" shall mean all hospital, physician and related coverage but not dental coverage. All employees covered by this agreement shall be provided with individual or family health coverage (whichever is applicable). The parties agree to the City-wide health insurance plan, a copy of which is attached as Appendix A, and incorporated herein, with a twenty percent (20%) contribution to the cost of that coverage from all employees.
- 20.2 **Dental:** All employees covered by this agreement shall be provided with individual or family dental coverage (whichever is applicable). The parties agree that employees shall contribute fifteen percent (15%) to the cost of that coverage.
- 20.3 No employee shall be entitled to any medical coverage, which includes both health and dental coverage (family or individual), if that employee is covered under the health or dental coverage provided to another employee by the Woonsocket Education Department. The purpose of this provision is to eliminate "double medical coverage" for all couples.
- 20.4 The Woonsocket School Department and the Union agree to re-open negotiations on health and dental insurance only if the School Department identifies a health insurance carrier that provides coverage equal in benefits and administration to that of the present coverage.
- 20.5 The health insurance plan design benefits will not be changed through June 30, 2021, unless changes are required by the insurance carrier/administrator.
- 20.6 All employees covered by this agreement who are on a leave of absence due to illness shall have their medical benefits paid for by the Employer for a period not to exceed six (6) months.
- 20.7 All newly appointed employees shall be provided with medical benefits on the first day of the month following their first day of employment.
- 20.8 Any employee who elects not to participate in the medical insurance coverage provided for above, in either section 20.1 or 20.2, may waive the benefits. The waiver of said benefits shall be subject to the following conditions:
- a. The Woonsocket Education Department must receive written notice of the employee's election to waive not later than August 1 annually.
  - b. The waiver shall automatically be effective for twelve (12) months.
- 20.9 Employees shall have the option to receive VSP eye care plan B a copy which is attached as Appendix B and pay twenty percent 20% cost of the coverage.

## **ARTICLE 21 - LIFE INSURANCE**

- 21.1 All employees covered by this agreement shall be provided with a group life insurance

policy having a face value of thirty thousand (\$30,000.) dollars at no cost to the employees.

#### **ARTICLE 22 - ON-THE-JOB INJURY**

- 22.1 All employees covered by this agreement shall be covered by the Workers' Compensation Act of Rhode Island. The School Committee agrees to the policy of paying the difference between Workers' Compensation awards and the employee's regular base pay as follows:
- 22.2 During the initial one (1) year period during which an employee is collecting workers' compensation, the Woonsocket Education Department will pay the employee the difference between his or her regular base pay and the amount awarded through workers' compensation, without deduction from sick leave. The Department will determine this differential amount through direct communication with its third-party administrator.
- 22.3 After this initial one (1) year period, if the employee continues to collect workers' compensation, the Department will pay the employee the difference between his or her regular base pay and the amount awarded through workers' compensation by drawing upon and making deductions from the employee's sick leave account, until that account has been exhausted. Employees without accrued sick leave shall be treated as if on an unpaid leave of absence and shall receive only workers' compensation pay. If deductions from the workers' compensation pay appear to exceed adjusted gross pay, deductions will be taken in the following order: FICA/FICA-Med; pension; all taxes; garnishments; health insurance co-share payment; union dues; and then, any other voluntary deductions.
- 22.4 Sick leave shall not accrue while on-the-job injury continues and vacation time will be frozen.
- 22.5 Employees should notify the school department in writing as soon as possible, preferably within two working days of the alleged injury. Such notification shall include the date of alleged injury and all circumstances in connection therewith.
- 22.6 Employees who are unable to perform their regular duties due to a work-related injury may be offered suitable alternative employment within their department. Such assignments must be accepted by such employees unless a physician finds and indicates in writing why the employee is not physically able to perform such duties. Employees will be returned to their regular duties as soon as practicable and as soon as the employee has attained medical clearance. A joint Committee consisting of the three members of the Administration, selected by the Superintendent, and three members of the bargaining unit, selected by the Union President, will review alternate assignments and implement suitable alternative assignment for no more than 60 calendar days, at which time the alternate assignment shall again be reviewed by the committee. This process shall continue until such time as the employee is able to perform their regular duties.

#### **ARTICLE 23 - RELIGIOUS LEAVE**

- 23.1 All employees shall be afforded three (3) days each year for the observance of religious holidays. The employee shall provide notice to the Superintendent of his or her intent to take such leave at least one (1) day in advance or pay will be deducted.

#### **ARTICLE 24 - UNION COMMITTEE**

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

#### **ARTICLE 25 - BULLETIN BOARDS**

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

#### **ARTICLE 26 - JURY DUTY**

- 26.1 In the event of a call to Jury Duty, or in compliance with court requirement, absence shall be allowed with no loss of pay, but in no case shall this article apply if the employee is appearing on a misdemeanor or unlawful act committed by himself/herself or is a non-work related court appearance.

#### **ARTICLE 27 – RETIREMENT**

- 27.1 It is agreed by the parties hereto that all employees covered by this agreement shall be recipients and beneficiaries of all retirement benefits contained in the General Laws of the State of Rhode Island as amended from time to time.
- 27.2 Retired employees may be permitted to work up to the limit set by the Employees Retirement System of RI.

27.3 For all employees covered by this agreement who retire and who have completed twenty (20) years of service as a member of Local 1137 in the Woonsocket Education Department, the Department shall provide the individual health insurance plan then in effect for bargaining unit members, subject to the following:

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

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

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

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

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

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

27.4 Employees retiring with thirty 30 years of service, twenty 20 of those years as a member of Local 1137 in the Woonsocket Education Department, shall be provided with an individual Medicare supplement plan (no prescription rider), with eighty percent (80%) of the cost of that plan to be paid by the Woonsocket Education Department, and twenty percent (20%) of the cost of that plan to be paid by the retiree.

#### **ARTICLE 28 - WORKING IN A HIGHER CLASSIFICATION**

28.1 If an employee is assigned to work in a higher classification within the bargaining unit,

said employee shall receive the rate of pay commensurate with said classification for all hours worked. Subsequent vacancies created as a result of such reassignment shall be filled at the discretion of the Administration.

#### **ARTICLE 29 - HEALTH & SAFETY**

- 29.1 The Employer and the Union shall cooperate in the promotion and enforcement of safety rules and regulations.
- 29.2 The Union agrees that its members shall use protective devices, wearing apparel and other equipment provided by the Employer for the safety and protection of the employees.
- 29.3 If an employee feels that his work requires him to be in unsafe or unhealthy situations, he should refer it in writing to his immediate supervisor. If the supervisor is unable to resolve the matter, he will bring it to the attention of the Superintendent of Schools.
- 29.4 If the Superintendent determines that the condition is unsafe or unhealthy, he shall take appropriate action to correct the unsafe or unhealthy condition.
- 29.5 The Woonsocket Education Department will provide in-service and in-house training for the following safety courses: use of fire extinguishers, chemicals, equipment, CPR, and first aid classes.

#### **ARTICLE 30 - EDUCATIONAL OPPORTUNITIES**

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

#### **ARTICLE 31 - TRADE LICENSES**

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

#### **ARTICLE 32 - INCLEMENT WEATHER POLICY**

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

### **ARTICLE 33 - DISCHARGE AND DISCIPLINE**

- 33.1
- a. The Employer shall have the unquestioned right to discharge any new employee during said employee's probationary period of ninety (90) days.
  - b. The Employer agrees with the concept of progressive discipline and further agrees that suspension, discharge or discipline of any employee who has completed his probation be made only for just cause.
  - c. If a Supervisor has reason to reprimand an employee, it shall be done in a private manner and shall not be done in the presence of other employees or the public, unless necessary, to address an immediate health, welfare, or safety concern.
  - d. Disciplinary action may include an oral reprimand, a written reprimand, a suspension (time out of work without salary or wages), or termination. The Administration reserves the right to impose the appropriate discipline in keeping with the seriousness of the offense.
  - e. Each employee may request a copy of all performance evaluations or disciplinary entries in his or her personnel record and shall be permitted to respond thereto. The contents of the employee records shall be disclosed to the employee's Union representative with written permission from the employee.
- 33.2 All charges (other than those which are egregious) against an employee shall be made in writing within ten (10) working days of the infraction unless the employee is not at work, in which case the warning will be issued within five (5) working days of his / her return to work and signed by the employee and the person making the charge, with one (1) copy of such charges filed with the Employer and the Union and a third copy to the employee against whom the charges have been made. Such charges against an employee shall be presented prior to any final action being taken. The employee signature shall signify receipt of the document only.
- 33.3 In the event the Employer suspends or discharges any employee as a result of such charges, the Local Union President shall immediately be notified in writing and the matter shall be referred to the second step of the Grievance Procedure.
- 33.4 In the event the employee is dismissed, demoted or suspended, and such employee appeals such action and his appeal is sustained, he shall be restored to his former position and shall be compensated for any contractual losses suffered by such suspension, demotion or dismissal.
- 33.5 No hearing shall be public except by mutual agreement of the Employer, the Union and the employee involved.
- 33.6 The employee shall be represented by the Union, and the Union shall have the right to designate counsel to represent it and the employee. In a like manner, the Employer and the person filing the charges shall have the right to retain counsel.
- 33.7 A decision, in writing, shall be made within ten (10) working days after the termination of the hearing. A copy of such decision shall be furnished immediately to the Union and to the employee involved, by certified mail, return receipt requested, or hand delivered with receipt required.
- 33.8 In the event the Union feels that the decision of the Employer is an improper one, it shall have the right to refer the matter to arbitration.
- 33.9 The Administration shall afford the Union notice of the evaluation instrument and process to be used to evaluate employees.

## **ARTICLE 34 - GRIEVANCE PROCEDURE**

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

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

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

- 34.3.1 All grievances will be heard and conducted in closed session.
- 34.4 In the event the grievance is not settled in a manner satisfactory to the aggrieved and/or the Union, then such grievance may be submitted to arbitration in the manner provided herein.
- Either party to this agreement shall be permitted to call witnesses as part of the grievance procedure. The Employer on request will produce payroll and other records as necessary. Designated Union Officers, Stewards, the aggrieved employee and employee witnesses who are employees of the School Department will be paid their regular rate up to their normal quitting time during grievance hearings held before the Superintendent or his designee or arbitrations.
- 34.5 All time limits at each level of the grievance procedure may be waived by mutual agreement between the parties.

## **ARTICLE 35 -- ARBITRATION**

- 35.1 If the grievance is not resolved according to Article 36 above, such grievance shall, at the request of the Union, be referred to the American Arbitration Association in accordance with its rules. The parties may mutually agree to an alternative method of arbitration. The Union shall furnish a copy of any request for arbitration to the Superintendent of Schools.
- 35.2 All submissions to arbitration must be made within thirty (30) days after the grievance procedure decision at Step 2. The decision of the arbitrator shall be final and binding upon the parties except that the arbitrator shall not be empowered to make any decision amending, modifying, adding to or subtracting from the provisions of this agreement.

- 35.3 The expense of such arbitration shall be borne equally by the parties. Any appeal from an arbitral decision shall be in conformity with state law, R.I. Gen. Laws § 28-9-18.
- 35.4 The arbitrator shall render his/her decision after hearing the grievance.

#### **ARTICLE 36 - SEVERANCE PAY**

- 36.1a The provisions of Article 36 do not apply to employees hired after June 30, 1990.
- 36.1b All employees who terminate their service, whether voluntary, involuntary or otherwise (except termination for just cause) shall receive a severance pay according to the following formula:

##### **Years of Service**

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

##### **Accrual Rate**

1/2 day per year  
1 day per year

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

#### **ARTICLE 37 - NON-PERFORMANCE OF BARGAINING UNIT WORK**

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

#### **ARTICLE 38 - LONGEVITY**

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

##### **Years of Service**

Completion of 5 years  
Completion of 10 years  
Completion of 15 years  
Completion of 20 years and over

##### **Effective 7/1/08**

\$615.00  
\$815.00  
\$1,015.00  
\$1,215.00

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

### **ARTICLE 39 - SALARY SCHEDULE**

- 39.1 All employees shall be granted a one step increase each July 1 until they reach the maximum of their grade. Employees hired after April 1 of any given calendar year shall have their step increase deferred until July 1 of the following calendar year.
- 39.2 Employees who are transferred to a position with a higher rate of pay within classification shall be placed on the step closest to their salary, but in no case will they sustain a loss of pay. Employees who are transferred to a position with a lower rate of pay within classification shall be placed on the same step as they were prior to the transfer.
- 39.3 Employees' salaries, as set forth below, shall increase by 2.5% on July 1, 2021; 3.0% on July 1, 2022, and 3.5% on July 1, 2023.

Annual Salary

<b>FY 22 IV ANNUAL SALARY</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
<b>SPECIALIST 35 HR</b>	40,775.00	41,521.00	42,374.00	43,120.00	43,866.00
<b>SPECIALIST 40 HR</b>	46,600.00	47,452.00	48,427.00	49,280.00	50,133.00
<b>SPECIALIST 37.5 HR</b>	43,687.00	44,486.00	45,400.00	46,200.00	46,999.00
<b>SECRETARY - 10 MONTH - 35 HR</b>	25,011.00	26,165.00	27,401.00	28,596.00	29,750.00
<b>SECRETARY - 12 MONTH - 35 HR</b>	32,353.00	33,846.00	35,445.00	36,990.00	38,483.00
<b>SECRETARY - 12 MONTH - 40 HR</b>	36,975.00	38,680.00	40,508.00	42,274.00	43,980.00
<b>LICENSED EMPLOYEE</b>	50,955.00	51,648.00	52,394.00	53,140.00	53,886.00
<b>SUPERVISOR</b>	49,782.00	50,528.00	51,275.00	51,968.00	52,767.00
<b>CRAFTSMAN</b>	42,267.00	42,907.00	43,653.00	44,399.00	45,465.00
<b>UTILITY</b>	38,216.00	38,909.00	39,709.00	40,348.00	41,041.00
<b>CUSTODIAN</b>	37,097.00	37,790.00	38,536.00	39,282.00	40,028.00
<b>FY 23 IV ANNUAL SALARY</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
<b>SPECIALIST 35 HR</b>	41,998.00	42,767.00	43,645.00	44,414.00	45,182.00

<b>SPECIALIST 40 HR</b>	47,998.00	48,876.00	49,880.00	50,758.00	51,637.00
<b>SPECIALIST 37.5 HR</b>	44,998.00	45,821.00	46,762.00	47,586.00	48,409.00
<b>SECRETARY - 10 MONTH - 35 HR</b>	25,761.00	26,950.00	28,223.00	29,454.00	30,643.00
<b>SECRETARY - 12 MONTH - 35 HR</b>	33,324.00	34,861.00	36,508.00	38,100.00	39,637.00
<b>SECRETARY - 12 MONTH - 40 HR</b>	38,084.00	39,840.00	41,723.00	43,542.00	45,299.00
<b>LICENSED EMPLOYEE</b>	52,484.00	53,197.00	53,966.00	54,734.00	55,503.00
<b>SUPERVISOR</b>	51,275.00	52,044.00	52,813.00	53,527.00	54,350.00
<b>CRAFTSMAN</b>	43,535.00	44,194.00	44,963.00	45,731.00	46,829.00
<b>UTILITY</b>	39,362.00	40,076.00	40,900.00	41,558.00	42,272.00
<b>CUSTODIAN</b>	38,210.00	38,924.00	39,692.00	40,460.00	41,229.00
<b>FY 24 IV ANNUAL SALARY</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
<b>SPECIALIST 35 HR</b>	43,468.00	44,264.00	45,173.00	45,968.00	46,763.00
<b>SPECIALIST 40 HR</b>	49,678.00	50,587.00	51,626.00	52,535.00	53,444.00
<b>SPECIALIST 37.5 HR</b>	46,573.00	47,425.00	48,399.00	49,252.00	50,103.00
<b>SECRETARY - 10 MONTH - 35 HR</b>	26,663.00	27,893.00	29,211.00	30,485.00	31,716.00
<b>SECRETARY - 12 MONTH - 35 HR</b>	34,490.00	36,081.00	37,786.00	39,434.00	41,024.00
<b>SECRETARY - 12 MONTH - 40 HR</b>	39,417.00	41,234.00	43,183.00	45,066.00	46,884.00
<b>LICENSED EMPLOYEE</b>	54,321.00	55,059.00	55,855.00	56,650.00	57,446.00
<b>SUPERVISOR</b>	53,070.00	53,866.00	54,661.00	55,400.00	56,252.00
<b>CRAFTSMAN</b>	45,059.00	45,741.00	46,537.00	47,332.00	48,468.00
<b>UTILITY</b>	40,740.00	41,479.00	42,332.00	43,013.00	43,752.00
<b>CUSTODIAN</b>	39,547.00	40,286.00	41,081.00	41,876.00	42,672.00

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

- 39.4 All persons covered under this Agreement will be paid in bi-weekly installments in accordance with the salary schedule set forth in Article 39. School year employees hired after July 1, 2000 shall be paid in 21 equal installments.
- 39.5 School year employees shall work an additional five days before the start of the student school year and an additional five days after the close of the student school year.
- 39.6 All employees hired after July 1, 2006 shall be required to have their payroll checks directly deposited into a bank account(s) of their choice.

#### **ARTICLE 40 - SEVERABILITY CLAUSE**

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

#### **ARTICLE 41 - TERMINATION OF AGREEMENT**

- 41.1 This contract will become effective July 1, 2021 and terminate on June 30, 2024. It will automatically be renewed and will continue in full force and effect for additional periods of one (1) year unless either the Committee or the Union gives written notice to the other not later than one hundred-twenty (120) days prior to the last date on which monies can be appropriated.
- 41.2 This contract may be renegotiated at the request of either party and by mutual consent of both parties. Any such request for such re-opening of negotiations shall be made in writing not later than one hundred twenty (120) days prior to the date on which monies can be appropriated
- 41.3 This contract shall remain in full force and effect during the period of negotiations.

#### **ARTICLE 42 - PEOPLE**

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

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

**AFFIRMATION**

John Burns 11/1/2021  
John Burns (Date)  
Senior Staff Representative

Paul A. Bourget 10/24/2021  
Paul Bourget (Date)  
Chair Woonsocket School Committee

Romeo Turgeon 11-1-2021  
Romeo Turgeon (Date)  
Union President

Patrick McGee 10/13/21  
Dr. Patrick McGee, Ed.D. (Date)  
Superintendent

Paul Blum 11/1/2021  
(Date)

Brenda S. Lewis 11-1-21  
(Date)

Melissa Tesser 11/1/2021  
(Date)

\_\_\_\_\_  
(Date)

# **APPENDIX A**

# APPENDIX A

100/80 500 Coinsurance Plan

## Understanding Your Benefits

### Deductibles

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

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

*in network*

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

*out of network*

### Out-of-pocket Limits

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

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

*in network*

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

*out of network*

### Coinsurance

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

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

Continued

What's Covered

What You Pay

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

*Handwritten signature*

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

### Key Plan Features:

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

### Deductible Calculation

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

#### In network:

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

#### Preventive immunizations

Preventive and diagnostic lab, X-ray, and imaging

#### Preventive education

- Diabetes education
- Nutritional counseling
- Smoking cessation counseling

#### In network:

##### Outpatient services

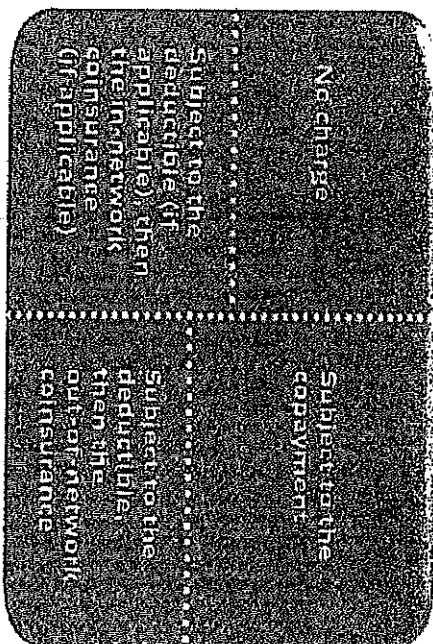
- Medical/surgical care
- High-end radiology services, major diagnostics, and nuclear medicine (e.g. MRI/CAT/PET)

##### Inpatient services

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

##### Durable medical equipment

Physical/occupational/speech therapy



#### In network:

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

#### Specialist office visits

- Specialty care
- Chiropractic
- Routine eye exam

#### Hospital emergency care

Urgent care center

Prescription drugs

Office-based surgical procedures

#### Out of network:

Applies to most out-of-network services

## **APPENDIX B**

# VSP Choice Plan® Proposal

Prepared for Woonsocket Education Department



The VSP Choice Plan is a full-service plan that offers low costs, a focus on health, and real provider choices.

## Guaranteed Lowest Out-of-Pocket Costs

Our Member Promise guarantees that employees are completely satisfied with their eye care and eyewear from VSP network providers, or we'll make it right. This includes satisfaction with out-of-pocket costs, consumer's #1 priority in a vision plan. We guarantee your employees will have the lowest out-of-pocket costs for equivalent glasses with VSP network providers, compared to your current vision plan, if applicable. One of the ways we reduce patient out-of-pocket costs is by applying fixed copays toward popular lens enhancements. Unlike most competing vision plans, we also offer a wholesale frame pricing guarantee allowing us to cover more frames.

## A Focus on Health - VSP's Eye Health Management Program®

For every dollar our clients spend on a VSP eye exam, they can expect on average, a four-year total return on investment of \$1.45 in avoided medical costs and improved employee productivity according to a recent independent study by Human Capital Management Services. And VSP network providers detected signs of certain chronic conditions before any other healthcare provider. We've also seen a 22% increase in members with diabetes getting an annual exam thanks to our exam reminders.

## Real Provider Choices

Your employees can choose their provider from **88,000 access points**, including the largest national network of independent doctors and nearly 16,000 participating retail chain access points.

VSP Doctors - 91% offer early morning, evening and weekend appointments. 24-hour access to emergency care.

Participating Retail Chains¹ - Your employees get the convenience of popular retail chains like these and more.



Visionworks



COHEN'S  
Fashion Optical

PEARLE  
VISION

Direct Pay Convenience - It's simple for your employees to use their VSP out-of-network benefits at Walmart® and Sam's Club®. Employees say, "I have VSP," and we do the rest. Hundreds of frames are available at no extra cost.

Walmart



## VSP Benefits subject to applicable copays²

<b>Exam Services</b>	Comprehensive WellVision Exam® covered-in-full after copay		
	Contact lens exam - fitting and evaluation (when choosing contacts): Standard and Premium fit: Covered in full with a copay. Member receives 15% off³ of contact lens exam services;⁴ member's copay will never exceed \$60		
	Routine retinal screening covered after an up to \$39 copay³		
<b>Lenses</b>	Glass or plastic:	Single vision Lined bifocal Lined trifocal Lenticular	Covered-in-full after copay Covered-in-full after copay Covered-in-full after copay Covered-in-full after copay
<b>Frame</b>		<ul style="list-style-type: none"> <li>• Frames covered-in-full after copay up to the retail allowance of \$130⁵</li> <li>• Frame allowance is guaranteed by a \$60 wholesale allowance at VSP doctors, ensuring nearly 12,000 frames are covered-in-full</li> <li>• Members who select a featured frame brand including bebe®, Calvin Klein, Cole Haan, Flexon®, Lacoste, Nike, Nine West, and more will receive an extra \$20 toward their frame allowance.⁶</li> <li>• 20% off³ any amount above the retail frame allowance⁴</li> <li>• Members can choose from virtually any frame on the market</li> </ul>	

*Our proposal is based on the scope of the obligations that VSP agrees to undertake. VSP will comply with state and/or federal rules and regulations as they pertain to pre-paid vision plans with a defined benefit*

<b>Lens Enhancements</b>	The most popular lens enhancements are covered after a copay, saving members an average of 20-25% <sup>4</sup> ; members should see their VSP network provider for special pricing on additional lens enhancements. Maximum copay on standard lens enhancements:		
	<b>Lens Enhancement</b>	<b>Single Vision</b>	<b>Multifocal</b>
	Standard progressives plastic	N/A	No copay
	Premium progressives plastic	N/A	\$95-105
	Custom progressives plastic	N/A	\$150-175
	Standard anti-reflective coating	\$41	\$41
	Solid tints & dyes (pink I&II)	No copay	No copay
	Solid plastic dye (except pink I&II)	\$15	\$15
	Plastic gradient dye	\$17	\$17
	UV protection	\$16	\$16
	Factory applied scratch-resistant coating	\$17	\$17
	Polycarbonate for children	No copay	No copay
	Polycarbonate	\$31	\$35
	Photochromic plastic	\$70	\$82
<b>Elective Contact Lenses (instead of lenses &amp; frame)</b>	<ul style="list-style-type: none"><li>• Prescription contact lens materials covered-in-full up to \$130 retail allowance</li><li>• VSP members get exclusive mail-in savings<sup>7</sup> on eligible contacts at VSP doctors</li><li>• Members can choose from any available prescription contact lens materials</li></ul>		
<b>Necessary Contact Lenses (instead of lenses &amp; frame)</b>	<ul style="list-style-type: none"><li>• Covered-in-full after copay for members who have specific conditions at VSP doctors</li><li>• Covered up to \$210 after copay for members who have specific conditions at participating retail chains</li></ul>		
<b>Additional Pairs of Glasses<sup>8</sup></b>	20% off <sup>9</sup> unlimited additional pairs of prescription glasses and/or non-prescription sunglasses <sup>4</sup>		
<b>Primary EyeCare Program<sup>5M</sup></b>	Supplemental coverage for non-surgical medical eye conditions, such as pink eye and other urgent eye care - \$20 copay per visit at VSP doctors		
<b>Laser VisionCare Program<sup>5N</sup></b>	Discounts average 15-20% off or 5% off a promotional offer for laser surgery, including PRK, LASIK, and Custom LASIK <sup>9</sup> through VSP doctors		
<b>Low Vision</b>	Supplemental testing covered every two years. 75% coverage for approved low vision aids, up to \$1,000 (less any amount paid for supplemental testing) every two years at VSP doctors		
<b>Eye Health Management Program<sup>6</sup></b>	Exam reminder letters sent to VSP members with diabetes who have not had an eye exam in 14 months		
Out-of-Network Benefits subject to applicable copays <sup>2</sup>			
<b>Exam Lenses:</b>	Reimbursed up to \$45	<b>Frame</b>	Reimbursed up to \$70
Single vision	Reimbursed up to \$30	Contact lens exam & materials (in lieu of lenses & frame):	
Lined bifocal	Reimbursed up to \$50		
Lined trifocal	Reimbursed up to \$65		
Lenticular	Reimbursed up to \$100		
		Elective	Reimbursed up to \$105 <sup>10</sup>
		Necessary	Reimbursed up to \$210

**Exclusions<sup>11</sup>** There may be some materials and services with either limited or no coverage under this plan. Please contact your VSP representative for more information.

<sup>1</sup> Participating retail chains upon request. Benefits may vary at participating retail chain locations.

<sup>2</sup> When covered in full services are obtained from a VSP network provider, the patient will have no out-of-pocket expense other than any applicable copays. Services and eyewear obtained through out-of-network providers are subject to product availability and the same copays and limitations. Please refer to rate page.

<sup>3</sup> Based on applicable laws, benefits may vary by location.

<sup>4</sup> Costco published prices already include discounts instead of those noted.

<sup>5</sup> Costco allowance of \$70 is equivalent to the frame allowance at other VSP network providers (average frame at Costco is \$66).

<sup>6</sup> Reflects current promotion, evaluated annually. Promotion/featured frame brands are subject to change and the promotional allowance does not apply at Costco Optical. In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail.

<sup>7</sup> Rebates subject to change.

<sup>8</sup> 20% off applies to unlimited additional pairs of glasses valid through any VSP network provider within 12 months of the last covered eye exam.

<sup>9</sup> Custom LASIK coverage only available using wavefront technology with the microkeratome surgical device. Other LASIK procedures may be performed at an additional cost to the member. Laser VisionCare discounts are only available from VSP-contracted facilities.

<sup>10</sup> If \$100 allowance is purchased, out-of-network providers will reimburse up to \$85.

<sup>11</sup> Coverage shall be governed solely by the terms of your VSP contract.

*Our proposal is based on the scope of the obligations that VSP agrees to undertake. VSP will comply with state and/or federal rules and regulations as they pertain to pre-paid vision plans with a defined benefit*

**VSP CHOICE PLAN®**  
**COMMERCIAL BUSINESS RATES**  
 Voluntary Participation 0-24% Employer Paid  
 51+ Enrolled Employees  
 For Clients Headquartered in Rhode Island  
 Valid Until December 1, 2019



Prepared for Woonsocket Education Department

**Plan Guidelines**

- Individual Experience is not available for Pooled Groups
- 48 month rate guarantee and contract term
- These voluntary pooled rates are based on enrollment of 51+ employees
- Rates are based on our sliding 10% commission scale and the agreement that VSP will receive these amounts over the full plan term
- Platform participation and associated fees are not included
- The first copay applies to the eye examination and the second copay applies to materials
- Rates include all applicable taxes and health assessment fees known as of the date of the proposal

**Plan Frequencies**

	<b>PLAN B</b>
Eye Exam	12 Months
Lens	12 Months
Frame	24 Months

The base rates quoted reflect VSP's standard in-network retail allowances of \$130 for frames and \$130 for elective contact lenses.

**MONTHLY RATES**

2-Rate Basis	Employee Only	Employee + Family
<b>PLAN B Copay: \$10/\$25</b>	<b>\$6.79</b>	<b>\$14.69</b>
Anti-Reflective Coating	\$1.23	\$2.84
\$180.00 Retail Frame Allowance	\$0.85	\$1.85
<b>Total:</b>	<b>\$8.87</b>	<b>\$19.08</b>

*Our proposal is based on the scope of the obligations that VSP agrees to undertake. VSP will comply with state and/or federal rules and regulations as they pertain to pre-paid vision plans with a defined benefit*