

IN WITNESS WHEREOF, THE BOARD OF EDUCATION HAS CAUSED THIS CONTRACT TO BE SIGNED AND SEALED BY THE BOARD SECRETARY.

CONTRACT BETWEEN

EAST PROVIDENCE SCHOOL DEPARTMENT

AND

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

ON BEHALF OF

EAST PROVIDENCE SCHOOL EMPLOYEES,

LOCAL 2969

NOVEMBER 1, 2017 THROUGH OCTOBER 31, 2020

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MEMORANDUM OF AGREEMENT

This agreement entered into effective this 1st day of November, 2017, by and between the East Providence School Committee, hereinafter referred to as the Employer and the Rhode Island Council 94, AFL-CIO on behalf of Local 2969, hereinafter referred to as the Union, the parties agree as follows:

PURPOSE

Whereas, it is the desire of the parties to this agreement to promote mutual cooperation and understanding and to establish an equitable and peaceful procedure for the resolution of differences and further agree that good personnel relations through a stabilized union relation are essential to carry out this end.

ARTICLE 1

RECOGNITION

- 1.1 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for all employees within the bargaining unit as defined by the State Labor Relations Board in Case #EE 3154, with respect to rates of pay, hours of employment and other conditions of employment.

ARTICLE 2

NON-DISCRIMINATION CLAUSE

- 2.1 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.
- 2.2 The Union shall not discriminate against any employee in the administration of this agreement because of non-membership in the Union.

- 2.3 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 AND DUES DEDUCTION

- 3.1 The School Committee agrees to the adoption of Union Check-off system whereby the Union dues and /or Service Fees will be automatically withheld from the employee's pay at source in equal amounts from each pay, either weekly, bi-weekly or otherwise, as the frequency of the period may require. Such withholdings for Union dues are to be transmitted to the AFSCME Rhode Island Council⁹⁴, AFL-CIO for the previous month's earnings, not later than the 20th day of each successive month.
- 3.2 Membership in the Union may be determined by each employee.
- 3.3 Employees who elect not to become members shall pay to the Union a service charge equal to the amount of dues at the same intervals as specified above. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days following written notice to the Employer by the Union, with a copy submitted to the employee affected.
- 3.4 The Union hereby agrees to indemnify the Employer and hold it harmless from any and all claims, liabilities or costs of the Committee which arise out of entering into or enforcement of said provision or which arise out of the payroll deduction of Agency Shop fees.
- 3.5 All present employees covered by this agreement shall remain members of the Union in good standing for the life of this agreement

- 3.6 The Union will notify the Employer thirty (30) days prior to any change in the amount of dues and service charges to be deducted from the employee's pay.
- 3.7 The Human Resources Department agrees to provide to the RI Council 94 Executive Director and the Local 2969 Union President, on a quarterly basis, a list of all members of the bargaining unit, including their Name, Address, Date of Hire, Date of Birth, and Phone Number.

ARTICLE 4

MANAGEMENT RIGHTS

- 4.1 The Union agrees that the School Committee has responsibility for the policies and administration of the School Department which it shall exercise under the provisions of law. Any matter involving the management of governmental operations vested by law in the School Committee and not covered by this agreement is in the province of the School Committee. The School Committee hereby retains and reserves unto itself all rights, power, authority, duty and responsibility confirmed and vested in it by any Federal or State Laws. The exercise of any such right, power, authority, duty or responsibility by the School Committee and the adoption of such rules, regulations and policies as it may deem necessary and as they apply to employees represented by the Union, shall be limited only by specific and express terms of this agreement.

ARTICLE 5

HOURS OF WORK

- 5.1 It is hereby agreed that all employees shall have one of the following regular work weeks and / or work days as follows:

1. Maintenance Employees (High School)

Forty (40) hours per week, five (5) consecutive days, Monday through Friday.

One (1) Maintenance Mechanic C1 position, who shall serve as lead maintenance, and whose hours shall be 5:30 AM to 2:00 PM with one-half (1/2) hour unpaid for lunch. One (1) Maintenance Mechanic B position whose hours shall be 5:30 AM to 2:00 PM with one-half (1/2) hour unpaid for lunch. One (1) Maintenance Mechanic B position whose hours shall be 6:30 AM to 3:00 PM with one-half (1/2) hour unpaid for lunch.

2. Maintenance Employees (Main Garage)

Forty hours (40) hours per week, five (5) consecutive days, Monday through Friday. Hours shall be 6:30 AM to 3:30 PM during the normal school year, with one (1) hour unpaid for lunch, and 6:30 AM to 3:00 PM during the school recess periods with one-half (1/2) hour unpaid for lunch.

3. Painter

Forty (40) hours per week, five (5) consecutive days, Monday through Friday.

Hours shall be 3:00 PM to 11:00 PM during the normal school year, with one-half (1/2) hour paid for lunch, and 6:30 AM to 3:00 PM during the school recess periods with one-half (1/2) hour unpaid for lunch. Shifts may vary by way of mutual agreement between the Union and the Director of Facilities

4. Custodian B (High School)

Forty hours (40) per week, five (5) consecutive days Monday through Friday, 6:30 AM to 3:00 PM with one-half (1/2) hour for lunch.

5. Custodian B Martin Middle, Riverside Middle
Forty hours (40) per week, five (5) consecutive days Monday through Friday, 6:30 AM to 3:00 PM with one half (1/2) hour for lunch.
6. Custodian B Elementary Schools
Forty hours (40) hours per week, five (5) consecutive days Monday through Friday, 7:00 AM to 4:00 PM with one (1) hour for lunch.
7. Custodian B Pre-K
Forty hours (40) hours per week, five (5) consecutive days Monday through Friday, 9:00 AM to 5:30 PM with one-half (1/2) hour for lunch.
8. Custodian B (2nd Shift)
Forty hours (40) per week, five (5) consecutive days Monday through Friday, 3:00 PM to 11:00 PM with one-half (1/2) hour paid lunch (must remain on school property).
9. Maintenance Mechanic Assigned to the Garage
Forty (40) hours per week five (5) consecutive days, 7:00 AM to 4:00 PM with one (1) hour for lunch except for the summer school recess period in which case the hours will be 7:00 AM to 3:30 PM with one-half (1/2) hour for lunch.
10. With the approval of the Union and administration some flexibility to these schedules may be implemented.
11. One man schools with no night custodian: Principals shall be allowed to open and close the school when the PTA or other school groups are using the school provided no food is served other than coffee and donuts and the school is left in the same condition as it was found.

12. Employees who work the second shift shall work the hours of 1:00 PM to 9:00 PM on the last day of school and on the Tuesday before school opens.

- 5.2 It is recognized that there are other work schedules peculiar to certain classifications and such schedules shall remain in full force and effect. In the event it becomes necessary to change the scheduled work hours in any department, the Director of Facilities will notify the Union. The parties shall make every effort to agree mutually on the hours for such schedule. In the event there is no agreement then the change in hours will become subject to the grievance and arbitration procedure as outlined in this agreement.
- 5.3 Members of the bargaining unit shall be granted a fifteen (15) minute rest break during the first half and also during the second half of their workday.
- 5.4 No employee who has performed work before or after his/her scheduled shift will have the right nor be required by the School Department to take time off to equalize his/her working hours.
- 5.5 All second shift custodians shall be assigned to work the first shift 6:30 AM to 3:00 PM with one-half (1/2) hour for lunch during the school recess period. Said assignment to the first shift shall apply during Christmas, mid-winter and spring recess periods, provided, however, that at least one employee will be required to remain on their scheduled second shift as a result of a scheduled special event at their particular school during Christmas, mid-winter and spring recess period and will be required to remain on said second shift for that day only. Summer hours for all employees not specifically assigned otherwise in this contract shall be 6:30 a.m. to 3:00 p.m. with one-half (1/2) hour for lunch.

- 5.5a All second shift custodians shall be assigned to work between the hours of 10:00 AM and 6:30 PM with one-half (1/2) hour for lunch on those days that the Superintendent of Schools cancels school because of inclement weather or other emergencies.
- 5.6 During the summer school vacation periods, elementary school employees work in groups as assigned by the Director of Facilities.

ARTICLE 6

OVERTIME AND PREMIUM PAYMENTS

- 6.1 Time and one-half (1 ½) shall be paid for all hours worked in excess of forty (40) hours in a given work week and eight (8) hours in a given work day.
- 6.2 Time and one-half (1 1/2) shall be paid for all hours worked on Saturday and Sunday as long as Saturday and Sunday is not a regular scheduled work day for the employee.
- 6.3 Hours credited for holidays, sick leave, personal leave, vacation and compensable injury shall be considered as time worked for the purpose of computing overtime. When an Employee is ill the day before he/she is scheduled to work overtime, said overtime shall be reassigned to another eligible member of the bargaining unit, if available. Employees shall not be allowed to take personal or vacation leave on the day following worked overtime, unless such leave has been previously scheduled.
- 6.4 When the employee's work record gives evidence of abuse of sick leave, then it shall be management's prerogative to deny the applications of hours credited for sick leave for the purpose of computing overtime. However, the employee shall be entitled to pursue said denial through the grievance procedure if he feels the denial is improper.

- 6.5 Overtime work is to be a matter of record and distributed fairly and equitably among employees capable of performing the work in their respective division and class of position.
- 6.6 A record of overtime shall be provided to the President of the Union on a monthly basis.
- 6.7 All snow equipment and sanders shall be operated by maintenance personnel only. Snow blowers will be operated by custodians in their building.
- 6.7a Custodians shall be called in for two (2) hours overtime on school days in the event of snow to clear snow away from doorways and stairwells at the discretion of the Director of Facilities.
- 6.8 All employees who work the "evening tour of duty shall be compensated an additional one dollar (\$1.00) per hour effective 11/1/07. The "evening tour of duty" shall mean those hours worked between the hours of 3:00 PM and 11:00 PM.
- 6.9 In order to prevent an error in the distribution of overtime opportunities, all overtime distribution lists will be initialed by one representative from the School Department and one representative from the Union.
- 6.10 Day Custodians shall be entitled to work a minimum of four (4) hours at the rate of time and one-half when the night Custodian is absent. This Article 6.10 shall exclude those Custodians assigned to work in Pre-K.
- 6.11 A guideline of duties for night personnel when a custodian is absent from work shall be determined by the Director of Facilities/Night Supervisor.
- 6.12 Compensatory Time – All members of the bargaining unit shall have the option of converting overtime into compensatory time off. All hours worked in excess of forty

(40) hours in a given week or eight (8) hours in a given day shall be converted to compensatory time at the rate of one and one-half (1 ½) hours for each hour worked.

Effective November 1, 2017, members shall accrue no more than forty (40) hours during the year and shall not accrue additional time if they fall below the forty (40) hour maximum. Compensatory time shall be taken at the discretion of the Director of Facilities. Any compensatory time already accrued by members of the bargaining unit prior to November 1, 2017 shall carry over and shall not count towards the forty (40) hour maximum.

Effective November 1, 2018, compensatory time shall be discontinued and members shall be paid the appropriate rate of pay in accordance with Article 6.1 and all remaining articles. Any compensatory time accrued in previous years shall, at the option of the member, be paid out in full as a lump sum check or converted to sick leave. Any members receiving a payout for accrued compensatory time shall receive said check at the end of the first pay period. Members must notify the Director of Human Resources of their decision by October 30, 2018. Failure to notify the Director of Human Resources shall result in an automatic payout of comp time in accordance with this article.

- 6.13 Employees who are called in to report for work after having left his/her place of employment and outside their regular scheduled work hours shall receive not less than four (4) hours pay at their overtime rate, except when an employee is called back to school due to negligence on the part of the employee. The HVAC technicians who are on call after regular work hours for building checks will receive a minimum of two (2) hours per day over the course of the weekend.

ARTICLE 7

SENIORITY

- 7.1 It is hereby agreed that the parties hereto recognize and accept the principles of seniority in all cases of shift preference, job and location assignment, layoffs, recall and any other preference which may arise
- 7.2 If two or more persons enter the service of the East Providence School Department on the same day; they shall have their seniority determined by lot in the presence of one representative determined by the Union.
- 7.3 Promotions to a more desirable job within the bargaining unit shall be made on the basis of job qualifications and, if all else is equal, seniority. If two or more members are deemed equally qualified, their seniority shall be the determining factor. Before an employee is appointed to a job, he/she must first be determined by the Superintendent, in consultation with the Director of Human Resources and the Director of Facilities, to meet or exceed the stated qualifications for the position.
- 7.4 New employees shall be considered probationary employees for a period of thirty (30) working days from their date of hire. The probationary period may be waived if the employee worked for the district as a substitute. Upon completion of this probationary period, the employee shall be placed on the seniority roster and on the second step of the regular pay schedule and the effective date of his seniority shall be the date of his hire. Healthcare will be provided to probationary employees commencing the month following hire.
- 7.5 Except in the case where jobs are to be eliminated, all new and vacant positions shall be posted within ten (10) working days of their occurrence. All new and vacant positions

shall be posted for a period of seven (7) working days with a copy of said posting being sent to all members of the bargaining unit. These positions shall be filled within fifteen (15) working days after the closing of the bid. The Union shall be notified of any jobs to be eliminated. This section does not apply to promotional positions. When vacant positions are bid upon by employees seeking to transfer into a lateral position calling for the same qualifications as the position the bidder holds, bid sessions for such vacancies and vacancies created by bidding shall be conducted at the same time to avoid a lack of coverage in positions. The implementation of lateral transfers through bidding may be delayed up to fifteen (15) days in order to assure continuity of coverage in all positions affected. (Which period may be waived by mutual agreement of the Parties.)

7.6 All employees, other than maintenance, shall be granted an evaluation period thirty (30) working days in a new job. Maintenance employees shall be granted an evaluation period of ninety (90) working days in a new job. If a member, after an evaluation period of thirty/ninety (30/90) days should fail to perform adequately, he/she would be returned to his/her original position and the applicant with the next highest seniority and job qualifications shall be given the opportunity to qualify on the same basis. Each applicant shall be notified by the Director of Human Resources of the disposition of his application. This procedure shall be followed until bidders who can perform adequately are given a successful evaluation period.

7.7 All positing periods may be waived by mutual agreement from both sides.

7.8 An employee who transfers to a higher classification and whose salary is below a new minimum shall receive the minimum salary of the new position. An employee who

transfers to a higher classification and whose salary is within the salary range of the new position shall be granted an increase of one salary increment.

7.9 Employees who transfer or accept promotion to positions outside the bargaining unit, but remain within the School System, shall be privileged to return to that employee's former seniority status that the employee held at the time of such transfer or promotion, but only within six (6) months from the date of commencement of employment in the new position outside the bargaining unit.

7.10 For purposes of this article the word "department" shall refer to the Maintenance Department and the Custodial Department.

a. For purposes of this article the word "division" shall mean School Building.

7.11 Before any reduction in work force takes effect, the following conditions shall be adhered to:

1. All probationary employees must be laid off first
2. Substitute employees may be used while employees are on layoff providing laid off employees are given first preference by seniority as substitutes at his/her appropriate pay grade.
3. If regular shift overtime is to be performed in the class of positions where layoffs have occurred, except in cases of emergency, said regular shift overtime will first be offered to those on layoff, by seniority.

7.12 Whenever a reduction in work force becomes necessary, employees will be laid off in the inverse order of their seniority and the employee with the least seniority shall be laid off first. Employees subject to layoff shall have the right to bump a junior employee

providing he/ she is capable of performing the duties of the job bumped. Layoffs shall take place in accordance with the following procedure:

1. First: Employees affected by layoff will first exercise their seniority rights within their classification and within their division.
2. Second: Within any classification within their division.
3. Third: Within their classification within their department
4. Fourth: Within any classification within their department.
5. Fifth: Within their classification within any department
6. Sixth: Within any classification within any department.

7.13 If the employee and/or employees who are on layoff are recalled, then they shall return to their former position, if it exists, and the employee and/or employees who exercised their seniority to bump said employees shall return to the position that they had prior to the layoff and shall retain all their seniority rights in their former class.

7.14 Employees subject to recall shall be notified by the Superintendent by certified mail, return receipt requested, or courier delivery to the employee's last known mailing address. Said notice shall set forth that acceptance by employees shall be by certified mail, return receipt requested, or by courier delivery. A copy of such recall letter shall be given to the Union. The employees shall have three (3) calendar days subsequent to the post date of the employee's receipt of sending in which to notify the Superintendent that he will return to work. Said employees shall notify the employer of acceptance by certified mail, return receipt requested, or courier delivery.

7.15 An employee shall forfeit his seniority rights if:

- a. He/she is discharged for cause

b. He/she resigns

- 7.16 A Seniority list showing the status of all employees in the School Department shall be compiled and thereafter corrected every twelve (12) months. A copy of said seniority list shall be given to the Union no later than November 1st of each year. Seniority list will be prepared by the Human Resources Department.
- 7.17 Four (4) local Union officials – President, Vice-President, Secretary, and Treasurer shall, during their term of office, have top seniority for layoff and recall purposes only.
- 7.18 An employee who feels that he has been aggrieved with respect to his seniority rights as provided for in this article shall have the right to process the matter as a grievance under the grievance guidelines of this agreement
- 7.19 Employees so qualified shall be permitted to bid on a temporary basis if another employee in a higher classification or preferred shift; moves to a position involving a monetary increase, or is absent for an extended illness or approved leave of absences that exceed one month duration. This would take effect automatically on the thirty-first (31st) day of said vacancy. Upon mutual agreement with the Union and Superintendent and/or Director of Facilities the 30 days may be waived.
- 7.20 The School Department will provide the Union with the name, address, date of hire and job location of all new employees within fifteen (15) days of their date of appointment.

ARTICLE 8

WORK IN A HIGHER CLASSIFICATION

- 8.1 Any employee who is assigned to a higher classification in writing shall be paid at the same step in the higher classification from the date on which the service began. An employee may refuse such assignment if he/she does not receive such written

authorization. All transfers to an open position will automatically receive a higher pay rate.

ARTICLE 9

HOLIDAYS

9.1 All twelve-month full-time employs shall be entitled to the following paid holidays:

New Year's Eve Day	Victory Day*
New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Presidents' Day	Veteran's Day
Good Friday	Thanksgiving
Memorial Day	Day after Thanksgiving
Fourth of July	Christmas Eve Day
Presidential Election Day	Christmas Day

*If the Rhode Island State Legislature abolishes Victory Day as a State Holiday, Victory Day shall be stricken from the contract between the parties.

9.2 Except for normal building coverage and emergencies, members of the Union shall not be requested to work on Christmas or Thanksgiving.

9.3 If the paid holidays fall on a Saturday or Sunday, employees shall receive an additional day off or an additional day's pay at the discretion of the Superintendent.

9.4 Whenever an employee works 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 times.

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

9.6 Whenever an employee works 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 times.

ARTICLE 10

VACATIONS

10.1 All twelve-month employees hired on or before November 1, 2008 covered by this agreement shall be granted vacation with pay in accordance with the following schedule:

<u>Years of Service</u>	Vacation
Completion of 10 years	22 working days
Completion of 15 years	26 working days

Note: All eligible employees with vacation time will receive approval from the Director of Facilities.

10.1a New twelve-month employees hired after November 1, 2008 shall be granted vacation days as follows:

Completion of 1 year	10 working days
Completion of 5 years	15 working days
Completion of 10 years	20 working days

Note: All eligible employees with vacation time will receive approval from the Director of Facilities.

- 10.2 All employees are entitled to take vacation on the basis of seniority, for no more than three (3) week blocks of time during the summer recess period, with the exception of the week before school starts with prior approval from the Director of Facilities. There shall be four (4) garage maintenance personnel available at all times.
- 10.3 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.
- 10.4 Vacation must be taken in the year in which it was earned. Effective November 1, 2017, vacation days **will not** be rolled over to the next year. However, the Superintendent of Schools, at his/her sole discretion, may allow a carryover of vacation days from one year to the next, with prior approval, due to extenuating circumstances.

Any vacation days accrued prior to November 1, 2017 shall, at the option of the member, be paid out in full as a lump sum check or converted to sick leave. Any members receiving a payout for accrued vacation days shall receive said check by the end of the third pay period. Members must notify the Director of Human Resources of their decision by November 30, 2017. Failure to notify the Director of Human Resources shall result in an automatic payout of vacation days in accordance with this article.

Employees shall take their vacation at any time during the school year, subject to management approval and all rights of seniority.

- 10.5 The School Department reserves the right to limit the number of employees on vacation at any one time.

- 10.6 Employees may be allowed to take their vacation in no less than half day intervals with prior approval from the Director of Facilities and having filled out the approved request form.

ARTICLE 11

LEAVES

11.1 Illness

- a. All members of the bargaining unit shall be allowed Fifteen (15) days per year with full pay, cumulative to a maximum of Two hundred (200) days. Once the member has reached the 200 days they will be paid the sum of \$50.00 per day for up to twelve (12) days of the annual 15 days allocation. If the member does not buy-back the unused sick days within that year they will not be allowed to buy them back in future years and the days will be lost. This only applies to members that have reached the two hundred (200) days accumulation. Requests can be made electronically to the Director of Human Resources after October 31st each year.
- b. The Local 2969 and the Committee recognize the importance of improving member attendance within the School Department. Each member is expected to attend work on a regular basis and will be held accountable and responsible for maintaining an attendance record, which will ensure the maintenance of all school department buildings and grounds.
- c. The Superintendent or his/her designee may require a physician's certificate of illness regarding any illness of three (3) or more consecutive days. In cases of excessive or persistent absences due to illness, the Superintendent will require an employee to be examined by a physician selected by the Superintendent.

- d. Members shall report illness by entering the absence into the district's tracking system via the Internet, or by calling AESOP. Members must also call the maintenance garage, as soon as reasonably practical, but in no event later than 6:30 am on the day the absence occurred.
- e. Employees who have prior knowledge of any anticipated sick leave must submit their request on a Request for Leave form at least five (5) working days prior to taking leave.
- f. Upon retirement a member of the bargaining unit will be compensated for a maximum of 100 sick days at a rate of \$75.00 per day providing they have the days available in the balance.

11.2 **Sick Leave Bank**

- a. Members appointed by the School Committee in East Providence who have prolonged illnesses that are medically certified and filed with the Human Resources Office may appeal to the Local 2969 for up to twenty-five (25) additional sick leave days which might be used after their accrued sick leave has been exhausted. Requests for up to another additional thirty (30) sick leave days may be made to the Superintendent of Schools and such days may be granted at the discretion of the Superintendent.

Members in Local 2969 may contribute up to three (3) days per year of their regular sick leave to the aforementioned pool.

Members who wish to apply for use of the days from the Sick Leave Bank may do so by notifying the Human Resources Office in writing through the President of the Local 2969 at least one (1) week before the recipient's own sick leave has been exhausted.

- b. A member who is disabled due to pregnancy related disability shall be covered by all provisions of this contract, including but not limited to sick leave and insurance coverage.

11.3 **Injury**

- a. When a member's injury qualifies for Worker's Compensation Insurance and files an appropriate claim, the member's sick days shall be applied to the first three work days (the waiting period).
- b. While on Worker's Compensation Insurance, members shall continue to pay for the portion of their contractually provided medical, dental benefits (cost shares, copays, etc.) as provided elsewhere in this agreement.
- c. Whenever a member is absent from school as a result of a personal injury caused by an unprovoked assault occurring and/or injury occurring in the course of his/her employment the member will receive the difference between his lost salary and the Worker's Compensation Insurance payment. Such additional payments will be made as long as the member continues to receive Worker's Compensation Insurance payments applicable to lost wages.

11.4 **Personal Leave**

- a. All employees covered by this agreement shall be allowed two (2) days per year with pay to conduct personal business if possible, request for such leave shall be submitted one week in advance, but in cases of emergencies, and other appropriate situations, the Superintendent or his/her designee may waive such notice requirement. Personal leave shall not be allowed the day preceding or the day following a vacation period. The East Providence School District reserves the right to limit the number of employees on personal leave the day before and the day after a holiday. Personal leave shall not be

allowed during the first one hundred and twenty day probationary period. Employees shall be entitled to a third personal day, which must be taken only in July or August and without substitution.

- b. Personal leave may be taken in one-half day intervals with prior approval from the Director of Buildings and Grounds.
- c. Members of the bargaining unit who do not use all of their personal leave shall receive \$39.00 per day of unused personal leave at the end of the contract year.
- d. Upon termination of service, employees shall receive a payment in the amount of thirty-nine dollars (\$39.00) per day for every day of unused personal leave, accumulated prior to 11/1/04, as of the day that they have terminated provided, however, the employee was not terminated for cause.

11.5 **Bereavement Leaves**

- a. A member shall be granted leave with full pay for five (5) days for a death in the immediate family. The immediate family shall include father, mother, spouse, brother, sister, son, daughter, in-laws, grandchild, step-father, step-mother, step-brother, step-sister, step-son, step-daughter, domestic partner, and any person living in member's household. If bereavement leave occurs just prior to an extended school closing (five (5) week days or more) the leave shall terminate on the last day of school prior to said closing.
- b. A member shall be granted leave with full pay for three (3) days for grandparents by blood or in-law.
- c. For all other relatives (uncles, aunts, nephews, nieces, first cousins), the member shall receive full pay for one (1) day.

- d. In emergency, additional days may be granted at the discretion of the Superintendent of Schools.
- e. The Local 2969 may send its President or his/her designee to the funeral of any member's immediate family without loss of pay. The Director of Facilities shall arrange coverage without the hiring of a substitute.
- f. The President, or his/her designee, may be released to attend the funeral service of a retired member.

11.6 **Quarantine**

When a member is subject to quarantine by order of the Health Department, such person shall receive full pay during the period of quarantine and the period of time which the person is absent from his/her duties as a result of such quarantine shall not be deducted from his/her accumulated sick leave.

11.7 **Jury Duty**

In all cases where members are called to jury duty, they shall be encouraged to serve, and the difference between their pay and their member's salary shall be paid to them. This shall be accomplished by the member receiving full pay from the school department and relinquishing all jury duty pay to the school department.

11.8 **Legal Proceedings**

In cases in which members are compelled, or requested by the School Department to appear before a court or grand jury to testify on behalf of the school department in which they are neither the petitioner nor defendant, they shall be paid the difference between the witness fee and the normal salary for the period of absence.

This shall be accomplished by the member receiving full pay from the School Department and relinquishing all witness fees to the School Department. Members shall be granted a temporary leave of absence with full pay for the time necessary for such appearances in legal proceedings.

11.9 **Military Leave**

Should a member be called for military reserve on dates not chosen by him/her during the school year, he/she shall be granted up to two (2) weeks leave of absence. He/she shall be paid the difference between his/her salary and the base military pay received by him/her for such service performed on school days, provided that the base military pay is less than said member's pay for the days in question.

11.10 **Religious Holidays**

For members whose religious obligations require attendance at religious services held during the school day – not to exceed two (2) days per year. Notification must be given at least one (1) school day prior to taking this leave or pay will be deducted.

ARTICLE 12

LEAVE OF ABSENCE

12.1 It is agreed that leaves of absence for personal reasons, illness, disability, or other purposes deemed proper by the Superintendent of Schools, may be granted by the Superintendent for a period not to exceed one (1) year. Such leave of absence shall be requested in writing and a copy furnished to the Union. Employees on such leave of absence will not be entitled to any pay or benefits during such leave of absence. Application must be filed seven (7) calendar days in advance to the Superintendent of Schools. The Union shall be notified of the Superintendent's decision.

- 12.2 Upon written application to the Superintendent of Schools, employees may be granted a leave of absence without pay for up to five (5) days per year. Said request must be made in writing to the Superintendent of Schools ten (10) days prior to the leave. Employees who request unpaid leave will not be eligible to receive holiday or sick leave pay during this period.

ARTICLE 13

UNION COMMITTEE AND TIME OFF

- 13.1 A designated union member and/or elected officer shall be granted time off with pay during working hours to investigate and seek to settle grievances, to attend hearings, meetings, conferences and contract negotiations with School Department officials. Such time off shall be granted with prior notice and approval of the Superintendent, Director of Facilities or Supervisor and such approval shall not be unreasonably withheld. Union members shall only be allowed that time off that is necessary to perform their duties.
- 13.2 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.
- 13.3 The President of the Union shall be given a minimum of one hour per month to meet with the Superintendent of Schools to discuss matters of mutual concern.
- 13.4 The Union shall have the right to use school buildings for meetings providing members of the bargaining unit assume responsibility for said facilities and no expense is charged to the Employer.
- 13.5 Union officers shall have the right to utilize school office equipment after school hours and/or working hours.

- 13.6 One designated union member shall be granted time off to attend the funeral of a deceased member or to attend the funeral of a deceased member's immediate family.
- 13.7 One (1) delegate per one hundred union members or fraction thereof shall be granted reasonable time off during working hours to attend AFSCME International, Regional or State Conventions, and/ or AFL-CIO International, Regional or State Conventions with the knowledge 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.

ARTICLE 14

SAFETY AND HEALTH

- 14.1 The Employer and the Union shall cooperate in the promotion and enforcement of safety rules and regulations.
- 14.2 If an employee feels that his work requires him to be in an unsafe or unhealthy situation, he should talk first with the building principal or his immediate supervisor. If he is not able to receive satisfaction at this level he may refer this matter in writing to the Director of Facilities.
- 14.3 The Director of Facilities shall take prompt and appropriate action to correct any unsafe conditions or actions which are reported to or observed by him/her.
- 14.4 A Labor/Management Safety and Idea Committee shall be set up to address all health and safety concerns and possible cost saving ideas of the employer and employee.
- 14.5 **Uniforms:** Employees shall receive Two hundred (\$200.00) Dollars per year (non-taxable) for the purchase of uniforms in lieu of a uniform contract. All employees of the

bargaining unit shall wear uniforms prescribed by the School Department during all normal working hours and during scheduled overtime periods. Members are not allowed to wear portable sound equipment during working hours while driving school department vehicles and custodial day shifts.

ARTICLE 15

GROUP LIFE/LIABILITY INSURANCE

- 15.1 All employees covered by this agreement shall be covered by a fifty-five thousand (\$55,000) dollar life insurance policy fully paid for by the School Committee. Effective 11/1/04, all employees covered by this agreement who retire under the State Retirement System shall continue to be covered by a life insurance policy in the amount of twenty-five thousand (\$25,000.) dollars until said employee reaches the age of seventy-five (75). Employees who are hired after November 1, 2017 shall be ineligible to receive any retiree life insurance under this section.
- 15.2 Liability insurance coverage for members of the bargaining unit shall be provided at the same level of coverage received by the certified personnel.

ARTICLE 16

BULLETIN BOARDS

- 16.1 The Employer agrees to provide bulletin board space where notices of Union matters can be posted.
- 16.2 The Employer agrees to post all vacancies and new positions on the Superintendent's bulletin board and agrees to send a copy of said posting to each member of the bargaining unit.

ARTICLE 17

PENSION

- 17.1 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, as well as of any rules and regulations or determinations made by the State Retirement Board as set forth in Title 45, Chapter 21 of the General Laws of the State of Rhode Island as it pertains to said Board's establishment of rules and regulations for the administration and transaction of the business of the retirement system.
- 17.2 All members of the bargaining unit shall be covered by Social Security.

ARTICLE 18

HEALTH AND WELFARE

- 18.1 The Committee agrees to provide each regular employee covered by this Agreement with medical coverage on an individual or family basis as desired by the employee provided that the employee certifies that he or she cannot receive comparable insurance through the employee's spouse. Employees will be required to certify annually that the employee is not eligible to receive comparable insurance through the employee's spouse – defined as insurance with a premium co-payment that is no more than ten percent (10%) greater than the employee premium copayment associated with the plan offered by the Committee, or that the spouse's plan design is substantially inferior to that offered by the Committee. In the event of a Major Life Event, as defined in COBRA, resulting in loss of all availability of alternate health or dental insurance, the employee shall be eligible for coverage under the school department group plan.

- 18.2 The Committee will provide the medical benefits summarized in Appendix A.
- 18.3 Employee cost-sharing shall be based on the following schedule (income amounts will be based on the employee's base wages, i.e. hourly rate in accordance with step, times hours per day, times scheduled pays per year.

<u>Income</u>	<u>Contribution</u>
Less than \$23,000	8%
\$23,000 to less than \$30,000	10%
\$30,000 to less than \$46,000	15%
\$46,000 to less than \$95,000	20%
\$95,000 and above	25%

- 18.4 Whenever the school committee is notified of a change in the health and/or dental premiums, a copy of the notice shall be provided to the Local 2969's president.
- 18.5 In the event that the retired member is eligible for or obtains or is covered by comparable health insurance, the coverage provided by the Committee will be terminated. In the event of the death of a retired member of the bargaining unit who is receiving health insurance coverage for his or her spouse, said coverage shall continue up to a maximum of one year from the date of death. Eligible retirees shall be entitled to received health insurance and/or dental insurance benefits for one (1) year after retirement for family plans, or two (2) years for individual plans, or until Medicare eligibility. Retired members may, in addition to required contributions to their individual coverage pay the difference in cost between individual and family coverage during the period of their own eligibility for coverage. Failure to make the required contribution in advance of the month of coverage shall result in termination of coverage. This is not intended to apply to those who have already retired.

- 18.6 If the employee is age 65 or older the above conditions do not apply to them as our plan does not allow for this coverage. If you are an employee retiring and you are 65 years of age or older you must obtain your own insurance (i.e. Medicare and/or supplement).

ARTICLE 19

DISCIPLINE DISCHARGE AND SUSPENSION

- 19.1 The Employer shall have the unquestioned right to discharge any new employee during said employee's probationary period of thirty (30) days. With respect to employees who have established their seniority, suspension, discharge or discipline of any such employee may be made only for just cause and in accordance with the following provisions:
- a. If a Supervisor has reason to reprimand an employee, it shall be done in a private manner and shall not be done in the presence of other employees or the public. Initial minor infractions, irregularities, or deficiencies shall be privately brought to the attention of the employee. After a period of twelve (12) months, if the employee has not committed any further infractions of appropriate rules and regulations, written oral reprimands and written reprimands shall be expunged from the employee's personnel records. This is not inclusive of suspensions, which shall remain in the employee's personnel file unless otherwise mutually agreed upon, in writing, by the Union and the Superintendent.
 - b. Each employee shall be furnished with a copy of all performance evaluations or disciplinary entry in his personnel record and shall be permitted to respond thereto. The contents of an employee's personnel record shall be disclosed to the employee upon his request and also be disclosed to the employee's Union Representative with permission from the employee. The Director of Human

Resources or designee shall be given a minimum of 24 hour notice regarding such a request.

c. The Employer agrees with the concept of progressive discipline and where appropriate, disciplinary action or measures shall include only the following:

1. Oral reprimand (documented in writing)
2. Written reprimand
3. Suspension
4. Demotion where appropriate
5. Discharge

19.2 All charges against an employee pertaining to discharge shall be made in writing and signed by the person making the charge, with one 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.

19.3 In the event the Employer suspends, disciplines or discharges any employee as a result of such charges, the Local Union President shall immediately be notified in writing and the matter shall immediately be referred to the third step of the grievance procedure.

19.4 In the event the employee is dismissed, demoted or suspended and such employee appeals such action and his appeal is sustained, he will be restored to his former position and shall be compensated for any contractual losses suffered by such suspension, demotion or dismissal.

19.5 No hearing shall be public except by mutual agreement of the Employer, the Union and the employee involved.

- 19.6 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.
- 19.7 A decision in writing shall be made within five (5) working days after the termination of the hearing. A copy of such decision shall be immediately thereafter furnished to the Union and to the employee involved, by registered mail, return receipt requested or hand delivered with receipt required.
- 19.8 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. The arbitrator shall have the right to determine the amount of retroactive pay, if any, the employee is due in the event he overrules the Employer's decision with respect to suspension, discharge or discipline.

ARTICLE 20

GRIEVANCE PROCEDURE

- 20.1 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.
- 20.2 A grievance shall be presented by the aggrieved employee and /or by the Union within ten (10) working days of the employee's knowledge of the occurrence of such grievance.
- 20.3 Grievances arising out of the interpretation and/or application of this contract shall be handled in the following manner:
- Step 1:** An aggrieved employee shall discuss his problem with his Union Representative and immediate supervisor who shall attempt to settle the problem within five (5) working days.

Step 2: If the grievance is not resolved according to Step 1 above, it shall be reduced to writing to include the grievance form and an attached "fact sheet". The fact sheet shall outline the details of the contractual violation identifying personnel involved and describing the action/actions that violated the contractual provision grieved. The aggrieved and/or a Union Representative shall meet within five (5) working days of the Union's request for a meeting with the Director of Human Resources or some other designee of the Superintendent of Schools. The Director of Human Resources shall render a written decision to the Union and the employee within four (4) working days of the meeting.

Step 3: If the grievance is not resolved according to Step 2, it shall be submitted to the Superintendent of Schools who shall meet with the Union within five (5) 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 five (5) working days of the meeting.

20.4 In the event the grievance is not settled in a manner satisfactory to the aggrieved member, then such grievance may be submitted to arbitration in the manner provided herein.

20.5 Either party to this agreement shall be permitted to call witnesses as part of the grievance procedure. The School Department, on request, will produce relevant payroll and other records as necessary. The Union will have the right to assist the aggrieved at any step of the grievance procedure. Nothing contained herein deprives an individual employee of the right to process his grievance without Union representation. If such grievance is processed without Union representation, the facts of said grievance shall be furnished to the Union.

- 20.6 It is also agreed that in all cases of dismissal, the aggrieved and/or the Union may go immediately to Step 3 of the Grievance Procedure. It is further agreed that either party may submit a grievance to each other and proceed immediately to Step 3.
- 20.7 All time limits at each level of the grievance procedure may be waived by mutual agreement between the parties.

ARTICLE 21

ARBITRATION

- 21.1 If the grievance is not resolved according to Article 21 above, such grievance shall, at the request of the Union, be referred to the American Arbitration Association or the Labor Relations Connection in accordance with said organization's 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.
- 21.2 All submissions to arbitration must be made within thirty (30) days after the grievance procedure decision at Step 3.
- 21.3 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. The expense of such arbitration shall be borne equally by the parties.

ARTICLE 22

NON-PERFORMANCE OF BARGAINING UNIT WORK

- 22.1 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. The employees of the School Department lack skills or qualification to carry out the work.
 - c. Because of the size or time of completion it is impractical or uneconomical to do the work with School Department personnel.
- 22.2 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 facilities to doing the work; and the available personnel.
- 22.3 Summer help may be hired at the discretion of the Superintendent of Schools provided there are no employees from within the bargaining unit on layoff.

ARTICLE 23

MISCELLANEOUS

- 23.1 Employees who are requested by the Superintendent or his/her designee to use their personal vehicles for School Department business shall be reimbursed based on the Internal Revenue Service minimum rate per mile for business travel and shall be adjusted January 1st of each year to reflect the rate that is in effect on that date. Employees shall have the right to refuse to use their vehicles on School Department business.

23.2 The School Department will reimburse employees for any personal property (excluding currency, personal clothing or automobiles) damaged, destroyed, or stolen in the course of employment, where such damage, theft, or destruction is of value of \$20.00 or more, providing such damage, destruction or theft has not been caused by the employee's gross negligence. Personal properties brought onto school premises valued in excess of \$200.00 shall be approved in advance, in writing, by the Superintendent or the Director of Human Resources. The School Committee agrees to compensate employees for the damage to their personal automobiles caused by School Department employees or contractors during the course of construction or maintenance, or by School Department employees or students during the course of scheduled school activities, so long as there is no negligence on the part of the employee.

23.3 All Maintenance personnel, Mechanics B and above, shall be certified as competent persons in the handling of asbestos and must possess or be able to obtain a valid Rhode Island Hoisting Engineers License within one (1) year of transfer and/or appointment, and license must be maintained as a condition of employment. The cost of said certifications and licenses shall be borne by the East Providence School Department.

23.4 All wage payments shall be paid by direct deposit.

ARTICLE 24

EVALUATION

24.1 The performance of all members of the bargaining unit shall be evaluated annually. During an employees' first year, his/her performance will be evaluated three times and during the next two years of employment, performance evaluations shall be conducted

twice each year, thereafter, performance evaluations shall normally be conducted annually.

- 24.2 The performance evaluation shall be prepared by the Director of Human Resources in consultation with the Director of Facilities and the Principal and Supervisor, who shall then discuss the evaluation with the employee.
- 24.3 The evaluation shall then be referred to the Superintendent for review and comment and then placed in the employee's personnel file. An employee shall sign the performance evaluation merely indicating that he/she has received the evaluation, and the employee may append a brief statement or comments in response to the evaluation, which shall also be included with the performance evaluation in the personnel file.
- 24.4 If an employee, who has established his/her seniority, receives an unfavorable performance evaluation, in appropriate circumstances, the performance of said employee shall be re-evaluated within a ninety (90) day period, and a copy of this evaluation shall be furnished to the employee's Union Representative.
- 24.5 The performance evaluation process shall not be construed to interfere with the employer's prerogatives under Article 20 of the Agreement. The performance evaluation instrument attached at Appendix C (Support Staff Evaluation Form) shall be used for performance evaluations of all members of the bargaining unit.

ARTICLE 25

SALARY SCHEDULE

- 25.1 It is agreed that all employees covered by this agreement shall receive a salary in accordance with the pay plan set forth in Appendix A.

25.2 Employees covered by this Agreement shall be entitled to longevity and severance pay in accordance with the terms set forth in Appendix A.

ARTICLE 26

P.E.O.P.L.E.

26.1 Upon receipt of a voluntary written authorization from any 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 deduction to the Union. Deductions shall not be coupled with the Union dues and shall be forwarded separately.

ARTICLE 27

SEVERABILITY

27.1 Should any provision of this Agreement be found to be in violation of any Federal or State Law by a court of competent jurisdiction, all other provisions of the Agreement shall remain in full force and effect.

27.2 The failure of the Union or School Committee to seek enforcement of an explicit contract provision shall not constitute a waiver by the Union or School Committee of the future enforcement thereof.

ARTICLE 28

TERMINATION OF AGREEMENT

28.1 This agreement shall be effective as of the first day of November, 2017, and shall remain in full force and effect until the thirty-first day of October, 2020, except that it may be re-

opened for negotiations of non-monetary issues during the life of the contract.

Negotiations shall begin no later than thirty (30) days prior to the anniversary date.

28.2 This agreement shall remain in full force and be effective during the period of negotiations and until notices of termination of this agreement is provided to the other party in the manner set forth in the following paragraph.

28.3 In the event that either party desires to terminate this agreement, written notice must be given to the other party not less than ten (10) days.

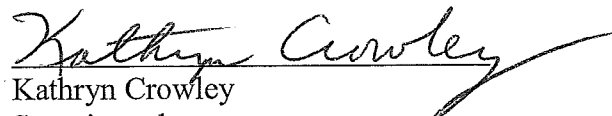
IN WITNESS WHEREOF, the parties have set their hands this 1st day of November 2017.

**FOR R.I. COUNCIL 94, AFSCME,
LOCAL 2969**

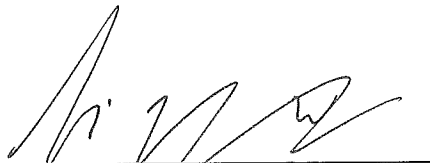


Frank Del Rosso
President
Local 2969, RI Council 94, AFSCME

**FOR THE EAST PROVIDENCE
SCHOOL COMMITTEE**



Kathryn Crowley
Superintendent
East Providence School Department



Silvio Napolitano IV, Esq.
Attorney/Sr. Staff Representative
RI Council 94, AFSCME, AFL-CIO

APPENDIX A

Salary Chart

Maintenance/Custodian

FY 2018 2.0%	Cust. B	Maint. A	Maint. B	Maint. C1	Maint. C2	Lic. Maint.
Step 1 (0-30 Days)	\$41,710.00	\$46,645.00	\$48,330.66	-	-	-
Step 2	\$42,749.22	\$46,489.56	\$49,176.24	\$51,363.12	\$53,548.98	-
Step 3	\$43,784.52	\$47,683.98	\$50,381.88	\$52,564.68	\$54,748.50	-
Step 4	\$44,824.92	\$48,884.52	\$51,577.32	\$53,766.24	\$55,958.22	-
Step 5	\$46,897.56	\$51,269.28	\$53,944.74	\$56,157.12	\$58,347.06	\$62,816.70

FY 2019 2.0%	Cust. B	Maint. A	Maint. B	Maint. C1	Maint. C2	Lic. Maint.
Step 1 (0-30 Days)	\$42,545.08	\$46,557.90	\$49,297.27	-	-	-
Step 2	\$43,604.20	\$47,419.35	\$50,159.77	\$52,390.38	\$54,619.96	-
Step 3	\$44,660.21	\$48,637.66	\$51,389.52	\$53,615.97	\$55,843.47	-
Step 4	\$45,721.42	\$49,862.21	\$52,608.87	\$54,841.57	\$57,077.38	-
Step 5	\$47,835.51	\$52,294.67	\$55,023.64	\$57,280.26	\$59,514.00	\$64,073.03

FY 2020 2.0%	Cust. B	Maint. A	Maint. B	Maint. C1	Maint. C2	Lic. Maint.
Step 1 (0-30 Days)	\$43,395.98	\$47,489.06	\$50,283.22	-	-	-
Step 2	\$44,476.29	\$48,367.74	\$51,162.96	\$53,438.19	\$55,712.36	-
Step 3	\$45,553.41	\$49,610.41	\$52,417.31	\$54,688.29	\$56,960.34	-
Step 4	\$46,635.85	\$50,859.45	\$53,661.04	\$55,938.40	\$58,218.93	-
Step 5	\$48,792.22	\$53,340.56	\$56,124.11	\$58,425.87	\$60,704.28	\$65,354.50

LONGEVITY PAY

Effective November 1, 2017

Completion of 5 years	\$1,410
Completion of 10 years	\$1,560
Completion of 15 years	\$1,710
Completion of 20 years	\$1,860
Completion of 25 years	\$2,160

Effective November 1, 2018

Completion of 5 years	\$1,460
Completion of 10 years	\$1,610
Completion of 15 years	\$1,760
Completion of 20 years	\$1,910
Completion of 25 years	\$2,210

Effective November 1, 2019

Completion of 5 years	\$1,510
Completion of 10 years	\$1,660
Completion of 15 years	\$1,810
Completion of 20 years	\$1,960
Completion of 25 years	\$2,260

SEVERANCE PAY

Upon retirement, that is the entrance of any employee into the benefits of the State Retirement Plan, the employee shall receive a severance pay according to the following formula: Years of Service with the East Providence School System.

Completion of 10 years	\$2,000
Completion of 15 years	\$2,500
Completion of 20 years	\$3,000
Completion of Twenty-five or more	\$3,500