

**AGREEMENT
BETWEEN**

**THE EAST PROVIDENCE
PARAPROFESSIONALS'
ASSOCIATION
&
THE EAST PROVIDENCE SCHOOL
COMMITTEE**

NOVEMBER 1, 2017 – OCTOBER 31, 2020

TABLE OF CONTENTS

	<u>PAGE</u>
Recognition	1
I. Payroll Deductions	1
II. Union Security	2
III. EEL Fair Practices	2
IV. Union Rights	2
V. Management Rights	4
VI. Grievance Procedure	5
6.1 Definition	5
6.2 Purpose	6
6.3 Procedure	6
6.4 General Provisions.	7
VII. Seniority Lists.	8
VIII. Health and Safety	11
IX. Job Description	11
X. Leaves	12
10.1 Sick Leave	12
10.2 Personal Leave	13
10.3 Maternity Leave	13
10.4 Parental Leave	13
10.5 Religious Leave	14
10.6 Bereavement Leaves	14
10.6.5 Quarantine	14
10.7 Legal Leave.	14
10.8 Holidays.	15
10.9 Long Term Leave Without Pay.	16
10.10 Short Term Leave Without Pay	16
10.11 Benefits During Leave	16
10.12 Return from Leave	16
10.13 Release Time Days	16
10.14 Workers' Compensation	16
10.15 FMLA/RIPFMLA	17
XI. Transfers	17
XII. Promotions	18
XIII. Selection and Appointment	18
XIV. Working Conditions.	19
14.1 Work Year	19
14.2 Work Day	20
XV. Personnel File	21
XVI. No Strikes	22
XVII. Benefits	22
XVIII. Evaluation.	24
XIX. Duration	26

Appendix A — Severance Pay	27
Appendix B — Longevity	28
Appendix C — Salaries.	29

RECOGNITION

The East Providence School Committee recognizes the East Providence Paraprofessionals' Association/NEARI/NEA as the sole and exclusive bargaining agent for all employees performing work within the bargaining unit. The bargaining unit consists of those Paraprofessionals so certified by the Rhode Island State Labor Relations Board Case No. EE-3265A, as amended (February 22, 2018). Hereinafter, the East Providence School Committee shall be referred to as the Committee and the East Providence Paraprofessionals' Association/NEARI/NEA shall be referred to as the Union. No person or persons represented by the exclusive bargaining agent shall bargain individually or collectively with the Committee or the Administration concerning any terms or conditions of employment except through the authorized representative of the Union. The Administration and/or the Committee shall be prohibited from bargaining with any member of the bargaining unit except through the authorized representative of the Union.

I. PAYROLL DEDUCTIONS

- 1.1 The Committee agrees to the adoption of a Union checkoff system whereby Union dues will be withheld from the Union member's pay at source in equal amounts from each pay, either weekly, biweekly or otherwise, as the frequency of the pay period may require. Such withholdings from Union dues are to be transmitted to the East Providence Paraprofessionals' Association for the previous month's earnings, not later than the 20th day of each successive month. The Union will notify the employer in writing thirty (30) days prior to any change in such withholdings.
- 1.2 Members of the bargaining unit may elect to have the following deductions made from their pays:
 - 1.2.1 East Providence Teachers' Credit Union or any other banking institution or credit union used by members.
 - 1.2.2 Alternative Health Insurance Provider — See Article 17.1
 - 1.2.3 Tax Sheltered Annuities - Deductions will be taken in equal amounts from each pay check. Minimum of five (5) members of this bargaining unit for insurance company to be eligible to participate.
- 1.3 All wage payments shall be paid by direct deposit.
- 1.4 Beginning in the 2018-2019 school year, members have the option of receiving their pay in either 21 or 26 pay periods. An election must be made in a form proscribed by the school administration, on or before July1 for the following

school year. Once an election is made, it may not be changed during the school year.

II. UNION SECURITY

- 2.1 All employees in the bargaining unit who are members of the Union shall pay dues in the amount certified to the employer by the Union upon written authorization from the bargaining unit members.
- 2.2 All other employees in the bargaining unit shall pay a service fee in an amount equal to the dues of a Union member upon written notification from the Union to the individual that they owe the service fee (cc to the School Administration).
- 2.3 Members waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and release the School Committee and all of its officers from any liability, therefore.
- 2.4 The Union shall be provided with the name, address, phone number, and date of continuous services beginning with the first date of employment of any new employees.

III. FAIR PRACTICES

No member of the bargaining unit shall be reprimanded, reduced in rank, or denied any advantage of employment without just cause.

IV. UNION RIGHTS

- 4.1 A designated Union member or the President shall be granted reasonable time with pay during working hours to participate in hearings and meetings with the Administration or Labor Relations Board on contract negotiations and contract administration providing notification is given the employee's supervisor in advance.
- 4.2 No Union committee member or representative shall be discriminated against as a result of the performance of legitimate Union business.

- 4.3 The Union shall furnish the Administration with a written list of its officers immediately after their designation and shall promptly notify the Administration of any change in such officers.
- 4.4 The Union's representative will be permitted to visit Union officers and committee members on Committee/Administration premises for the purpose of discussing Union business. Such visits shall not interfere with the normal conduct of school.
- 4.5 The Union will be allowed to use bulletin boards designated by the School Administration throughout the School System.
- 4.6 Nothing contained herein shall be construed to deny or restrict any employee's rights she may have under the General Laws of the State of Rhode Island or other applicable laws.
- 4.7 The Committee recognizes the Union President's right to have access to a copy of the school budget, staffing as they pertain to this unit, names and addresses and salaries of all employees in the bargaining unit and agenda of all open Committee meetings. Where material is normally available to the public, the Union will utilize those avenues of acquisition as does the public. It is understood that this shall not be construed to require the Committee to compile information and statistics that are not readily available.
- 4.8 The Superintendent will meet with the President of the Union when either feels it necessary to meet at the mutual convenience of both parties.
- 4.9 The Union shall have the right to utilize the interschool mail system for the distribution of Union communications to members providing said material has been specifically authorized by the Union leadership.
- 4.10 The Union shall have the right to use school buildings for after business hours meetings providing requests for said use have been filed with the building Principal or Director of Operations on the Department's regular forms for that purpose in advance. All department policies and regulations regarding the use of school facilities shall be respected and followed.
- 4.11 The Union shall have the right to utilize designated office equipment during and after regular business hours.
- 4.12 The President of the Union shall be furnished a copy of the agenda of all public School Committee meetings 24 hours in advance of said meeting by a designated

Human Resources representative. A copy of the itemized annual budget shall be delivered to the President within ten (10) days after approval by the Committee, but in no case later than ten (10) days prior to the public hearing.

- 4.13 The President of the Union shall receive up to three (3) days per year for the purpose of attending Union conferences. Additional time will require the permission of the Superintendent of Schools. This conference time is in addition to any other time granted by provisions of this Agreement. In all instances reasonable prior notice must be given to the Superintendent of Schools.
- 4.14 The President of the Union or her designee shall be given that time necessary to attend the funeral of a deceased member of the bargaining unit or the funeral of a member of the unit's immediate family.
- 4.15 During the term of the contract, three (3) hours a week shall be allowed for the Union President for the purpose of attending to Union matters. Additional time may be granted with the approval of the Superintendent. The President of the Union shall when possible, provide twenty-four (24) hours' notice to his/her supervisor of when this time will be used, and shall schedule such time in consultation with the supervisor so as to avoid any conflict with said President's normal duties and responsibilities or those of other members of the bargaining unit or the functioning of the School Department.
- 4.16 The Union President shall receive a copy of all communications dealing with members of the bargaining unit prior to final distribution.

V. MANAGEMENT RIGHTS

It is understood and agreed that the School Committee possesses the sole right and authority to operate and direct employees of the School Department in all aspects, including, but not limited to, all rights and authority exercised by the School Committee except as modified in this Agreement. These rights include, but are not limited to:

- 5.1.1 The right to determine its mission and policies, and to set forth all standards of service.
- 5.1.2 To plan, direct, control, determine and evaluate in a prescribed manner the quality of the operations or services to be conducted by employees of the School Department.

- 5.1.3 To determine the methods and means needed to carry out the School Department's mission.
- 5.1.4 To direct the work force.
- 5.1.5 To hire and assign or to transfer employees within the Department.
- 5.1.6 To promote, suspend, discipline or discharge for just cause.
- 5.1.7 To lay off or relieve employees due to lack of work or funds.
- 5.1.8 To make, publish and enforce rules and regulations.
- 5.1.9 To introduce new or improved methods, equipment or facilities.
- 5.1.10 The right to determine whether goods or services shall be provided.
- 5.1.11 To take any and all actions as may be necessary to carry out the mission of the School Department in emergency situations provided that no right shall be exercised or enforced in a manner contrary to or inconsistent with the provisions of this Agreement.
- 5.1.12 The right to schedule and assign work; to establish work and productivity standards; and to assign overtime.
- 5.2 The School Committee, working in concert with State statutes, shall have the sole authority to determine the purpose and mission of the School Department.

VI. GRIEVANCE PROCEDURE

6.1 Definition

6.1.1 A "grievance" is hereby defined to mean:

- a. a claim by the Union or member of the bargaining unit based upon an alleged violation or variation from the provisions of this Agreement or the interpretation, meaning or application thereof,

b. a claim based upon an event or condition which affect hours, salary, working conditions and other terms of employment of a member of the bargaining unit covered by this Agreement.

6.1.2 A "grievant" or "aggrieved person" is a person or group of persons making claim or the Union.

6.2 **Purpose**

6.2.1 The purpose of this procedure is to secure at the lowest possible level, equitable solutions to problems which may arise. Both parties agree that these proceedings shall be kept informal and confidential.

6.2.2 Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted provided the adjustment is not inconsistent with the terms of this Agreement and that the Union has been given the opportunity to be present at such adjustment and has agreed to the settlement.

6.3 **Procedure**

Since it is important that grievances be processed as rapidly as possible, the number of days for filing, advancing to the next level or responding to a grievance shall be considered as maximum time limits, and every effort should be made to expedite the process. In the event a grievance is filed on or after June 1st, which if left unresolved until the following school year, could result in irreparable harm to a party in interest, the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

6.3.1 **Level One.** An employee with a grievance will first discuss it with her immediate superior outside of the bargaining unit provided that the superior has the authority to settle the grievance. Grievances which arise that are outside of the jurisdiction of the immediate superior shall be initiated at Level Two.

6.3.2 **Level Two.** If the grievant is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) work days after the discussion of the grievance at Level One, she may file the grievance in writing within ten (10) working days after such discussion. The Superintendent or his/her designee will hold an informal hearing and issue a decision within ten (10) working days.

Any grievance based on a complaint that an employee has been placed in the wrong salary schedule or step, or that she has been improperly denied an increment, or that her salary has been miscalculated, shall be filed directly with the Superintendent of Schools. The Superintendent, or designee shall conduct a hearing within fifteen (15) working days and shall render a decision in writing within ten (10) working days after concluding the hearing.

- 6.3.3 **Level Three.** If the grievant is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) work days after the filing of the grievance at Level Two, the Union may file the grievance for arbitration with the Labor Relations Connection (or any other entity that the parties agree to) in accordance with its rules and regulations within twenty (20) working days of the date when the Superintendent's Level 2 decision is due. The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties to this Agreement. The selection of the arbitrators shall be in accordance with the normal selection process of the Labor Relations Connection (or any other entity that the parties agree to), unless the parties agree in a given case to use another method.

6.4 **General Provisions**

- 6.4.1 No reprisal of any kind shall be taken by the Committee or any agent thereof against any participant in the grievance procedure by reason of such participation.
- 6.4.2 If in the judgment of the Union a grievance affects a group or class of employees, the Union may submit such a grievance in writing directly to Level Two
- 6.4.3 Decisions rendered at Level Two of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to the grievant and the Union.
- 6.4.4 Forms for filing grievances shall be prepared by the Union and Administration and reviewed by the Superintendent before being used.
- 6.4.5 All meetings other than arbitration hearings involving grievances shall be held at times which will permit those concerned to be present after the regular working hours of the grievant.
- 6.4.6 **Time limit for filing.** No grievance shall be entertained unless it is submitted within thirty (30) working days after the aggrieved knows or should have known of the occurrence giving rise to the grievance. If a grievance is not presented within the time limits set forth, it shall be considered waived. The time limit in each step

may be extended by mutual written agreement of the School Department and Association.

- 6.4.7 All proceedings shall be private and any disposition shall not be made public without the agreement of all parties.
- 6.4.8 In any matters outside the provisions of this Agreement, all employees shall be free to exercise their rights according to law.
- 6.4.9 Grievants may be represented by a Union representative at all levels of the grievance procedure.
- 6.4.10 The Union agrees that it will not bring or continue, and that it will not represent any employee in, any grievance which is substantially similar to a grievance denied by the decision of an arbitrator, and the Committee agrees that it will apply to all substantially similar situations the decisions of an arbitrator sustaining a grievance.

VII. SENIORITY LISTS

7.1 Definitions

- 7.1.1 Seniority Lists: There are two (2) Seniority Lists; Paraprofessional and Supervisory Assistants.
- 7.1.2 Transfer: Transfer is defined as movement from position to position on the same seniority list.
- 7.1.3 Promotion: Promotion is defined as movement from a position on the Supervisory Assistants' seniority list to a position on the Paraprofessionals' seniority list when the new position includes higher compensation and/or greater responsibilities.

7.2 Seniority Lists

- 7.2.1 Supervisory Assistant Seniority List: Includes all supervisory assistants with seniority based on continuous service as a supervisory assistant. *Minimum requirements*: High School Diploma or GED and successful completion of an accredited Teacher Assistant's Course.
- 7.2.2 Paraprofessional Seniority List: Includes all paraprofessionals to include all paraprofessionals who are responsible for multiple students in a self-contained

or resource classroom, and paraprofessionals providing inclusion or one-on-one assistance, with seniority based on continuous service as a classroom assistant. *Minimum requirements:* The minimum requirements acceptable are Associates Degree or 48 relevant college credits or Certification by the Rhode Island Department of Education by passing the Parapro Test.

7.3 Displacements

- 7.3.1 Displaced bargaining unit members, by seniority, shall select a position from the list of available vacancies which resulted from the layoff of the least senior employees or otherwise, i.e. retirement, resignation, etc.
- 7.3.2 This procedure shall be followed until all displaced members have selected a position.
- 7.3.3 In the event that no vacancy exists for any displaced employee, said employee(s) shall have the right to be placed in the next available position until such time as all displaced employees have been placed in a position.

7.4 Use of Seniority Lists for Layoffs.

- 7.4.1 It is understood that in the event of any layoff within any Seniority List, the least senior employee from the affected Seniority List will be first identified for layoff.

7.5 Use of Seniority Lists for Promotions

- 7.5.1 For the purposes of promotion, employees on one Seniority List may be promoted to vacant positions on the other Seniority List in accordance with the following:
 - a. Before opening vacant positions to non-employee applicants, the School Department shall post promotional positions to all members of the bargaining unit who shall be notified within ten (10) working days before the closing date of the application, and will rank those qualified and capable to do the work in accordance with this section. Members of the bargaining unit desiring promotion shall submit applications within the time period listed on the posting.
 - b. To be considered "qualified and capable to do the work" required of a position on the Paraprofessional seniority list, employees desiring promotion to the other position shall possess the minimum qualifications (education and experience) outlined in the job description.

7.6 Filling Permanent Positions With Non-employees

Should no qualified internal employee desire to be promoted into a vacant position on another Seniority list, then the School Department shall select from non-employee applicants to fill the vacant positions.

7.7 Recall From Layoff

Employees shall be notified of recall by regular mail and email. Said notice shall set forth that acceptance by the employee shall be by regular mail, postage prepaid. A copy of such recall letter shall be given to the Union President or designee. The employee shall have seven (7) business days subsequent to the post date of the employer's receipt of sending in which to notify the Superintendent that s/he will return to work. Said employee shall notify employer of acceptance by certified mail, return receipt requested or in person at the Superintendent's office. A copy of said notices under this section shall also be sent to the union president via email.

7.7.1 Seniority shall be broken by resignation, retirement, or dismissal for just cause or the refusal, of recall.

7.7.2 In the event that two (2) or more employees have the same date of hire, the tie shall be broken by a lottery. The employees involved shall have the opportunity to be present at the lottery. A representative of the union, chosen by the union, shall also be present.

7.7.3 Members of the bargaining unit subject to layoff/displacement shall have the right to displace the least senior employee within their respective seniority classification, i.e. Supervisory Assistants' Seniority List and Paraprofessionals' Seniority List. It is understood that in the event of a layoff/displacement, the least senior employee from the affected seniority list will be laid off.

7.7.4 New seniority lists shall be compiled and copies shall be given to the Union President as of November 1st of each year. Errors found in the updated seniority lists must be brought to the attention of the Human Resources Office in writing by December 1st of each year. Such seniority lists shall be signed by the Union President and the Superintendent of Schools or his/her designee after all challenges have been resolved.

7.7.5 A bargaining unit member who challenges his/her position or date on the seniority list, which is updated after acceptance of this contract, shall do so by the grievance procedure beginning at Level Two.

7.8 All employees subject to layoff will be notified in writing no later than the date on which teachers are given written notification or June 1st of each year, whichever is later.

VIII. HEALTH AND SAFETY

8.1 **SAFETY.** In order to have a safe place to work, the School Committee agrees to comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement. All such employees will comply with all applicable laws and the safety rules and regulations established by the School Department.

8.2 **STANDING HEALTH AND SAFETY COMMITTEE**

a. The parties recognize that in order to ensure a healthy and safe environment for students, staff and administration, there shall be a Standing Health and Safety Committee. It shall consist of equal representatives, appointed by the respective parties, together with other faculty and staff. Said committee shall:

1. Review federal and state laws; standards and regulations pertaining to the workplace environment.

2. Review health and safety issues as they arise.

The Standing Health and Safety Committee shall make recommendations for implementation to the Board, Superintendent and the President of the Association.

b. No bargaining unit member shall be required to work in an unsafe or unhealthy situation, nor shall she/he be required to participate in activities for which she or he has not been properly trained.

c. If an employee feels that her/his work requires her/him to be in an unsafe or unhealthy situation she/he should talk first with the building principal or immediate supervisor.

IX. JOB DESCRIPTION

9.1 Every position within the bargaining unit shall have a job description. A job description shall be a clear, concise and accurate summary of duties, responsibilities and requirements of the job and shall include any special condition of employment.

9.2 The School Committee will not amend job descriptions without providing prior notice to the employee and union, and giving them a meaningful opportunity to provide input to the proposed changes. All job descriptions will remain in place until this process is completed.

X. LEAVES

10.1 Sick Leave

With the approval of the principal, members may be allowed to discharge sick leave in half-day increments.

10.1.1 Paraprofessionals and Supervisory Assistants shall report illness by entering the absence into the district's tracking system via the internet, or by calling the District's absence reporting system. As a last resort, Members of the bargaining unit may call the building Principal's office as soon as reasonably practicable, but in no event, any later than 6:30 a.m. on the day the absence occurred.

10.1.2 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, childbearing and certified exposure to contagious disease

10.1.1.a Employees who work four (4) or more hours per day shall be granted fifteen (15) sick days per school year. The Superintendent or his/her designee may require a physician's certification of illness and may consult with said physician regarding any illness of five (5) or more consecutive workdays. In cases of excessive or persistent absences due to illness, the Superintendent may require an employee to be examined by a physician selected by the Superintendent.

10.1.2.a Supervisory Assistants shall be granted ten (10) sick days per school year.

10.1.2.b Payout of Sick Days

On an annual basis, the District shall make a payout of \$ 50.00 per day for up to 7 sick days to the extent such days are over accrued 200. Paid sick days may not be used and are considered expended.

10.1.3 Upon retirement, Paraprofessionals shall be paid \$ 75.00 per day for accrued sick days up to a maximum of 100 days.

10.1.3.a Upon retirement, Supervisory Assistants shall be paid \$ 75.00 per day for accrued sick days up to a maximum of 50 days.

Unused sick leave for Supervisory Assistants shall accrue to a limit of fifty (50) days.

10.1.4 The School Department will maintain an appropriate absence reporting system.

10.1.5 Sick Leave Bank for employees working four (4) or more hours per day.

Sick Leave Bank

- a. Employees appointed by the School Committee in East Providence who have illnesses that are medically certified and filed with the Human Resources Office may appeal to the Association for up to twenty-five (25) additional sick leave days which might be used after their accrued sick leave has been exhausted.
- b. Employees in the association may contribute up to three (3) days per year of their regular sick leave to the aforementioned pool.
- c. Employees 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 Union at least one (1) week before the recipient's own sick leave has been exhausted. The President of the Union shall collect letters of voluntary donation from employees who donate sick days, and provide such letters or as otherwise documented, authorizing such donation of sick days to the Human Resources Director when submitting a request from an employee for use of Sick Bank days.

10.1.6 A member who is incapacitated due to a pregnancy-related disability shall be covered by all provisions of this Contract, including but not limited to sick leave and insurance coverage. Furthermore, it is understood that the parties are bound by the EEOC guidelines in compliance with the 1978 Pregnancy Discrimination Act and other relevant statutes and/or case law.

10.2 **Personal Leave**

10.2.1 Each employee who works four (4) or more hours per day shall receive three (3) days personal leave with pay per school year. One personal day may be carried over to be used in the following year or converted into sick time. Each employee who works less than four (4) hours per day shall receive two (2) days' personal leave with pay per school year.

10.3 **Maternity**

Maternity Leave — When illness or disability due to childbearing renders an employee unable to perform her duties, the employee may use her accrued sick leave. The School Committee reserves the right to require a doctor's statement to determine her ability to return to work.

10.4 **Parental Leave** — An employee shall be granted at any time a parental leave without pay for one (1) year or for the remainder of a given school year upon expiration of the maternity leave or in lieu of maternity leave. Parental leaves shall be granted to either parent for the birth or adoption of a child. Such leaves may be

renewed for additional periods of time with the approval of the Superintendent. Return of employees from said leave will take place at the beginning of the school semester.

10.5 **Religious Leave**

For all bargaining unit 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.

10.6 **Bereavement Leaves**

All bargaining unit members covered by this agreement 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, step-parents, step-children, in-laws, grandchild and any person living in the Paraprofessional'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.

All bargaining unit members shall be granted leave with full pay for three (3) days for grandparents by blood or in-law.

10.6.3 For other relatives, by blood or in-law (uncles, aunts, nephews, nieces, first cousins), all members shall be allowed the day or such part of that day as may be necessary to attend the funeral without loss of pay.

10.6.4 In an unusual situation as determined by the Superintendent and at his discretion, a member may be granted additional bereavement day(s).

10.6.5 **Quarantine**

When a member is subject to quarantine by order of the Health Department, such person shall receive full pay for up to ten (10) working days during the period of quarantine. This period of time in which the person is absent from her duties as a result of such quarantine shall not be deducted from her accumulated sick leave.

10.7 **Legal Leave**

10.7.1 An employee called for jury duty shall receive the difference in her pay for the period of said duty. She shall keep any monies paid by the courts for travel or incidental expenses.

10.7.2 In all cases where members of the bargaining unit are summoned to appear before the court or a grand jury and in cases in which they are neither the petitioner nor the defendant, they shall be paid the difference between the witness fee and the normal salary for the period of absence. Members may be granted temporary leave

of absence with full pay for the time necessary for appearance in any legal proceedings connected with her employment or with the school system.

10.8 **Holidays**

10.8.1 Members of the bargaining unit who work four (4) or more hours per day will receive the following holidays with pay (no retroactivity pay for holidays passed at time of final agreement):

1. Memorial Day
2. Martin Luther King Day
3. Labor Day
4. Columbus Day
5. Thanksgiving Day
6. Friday after Thanksgiving Day
7. Veterans Day
8. Good Friday
9. National Election Day
10. Christmas Eve Day
11. Christmas Day
12. New Year's Eve Day
13. New Year's Day
14. President's Day

10.8.1a Supervisory Assistants will receive the following holidays with pay (no retroactivity pay for holidays passed at the time of final agreement):

1. Memorial Day
2. Columbus Day
3. Thanksgiving Day
4. The Friday following Thanksgiving Day
5. Christmas Eve Day
6. Christmas Day
7. New Year's Eve Day
8. New Year's Day
9. Good Friday
10. President's Day

10.8.2 Compensation for holidays, personal days, and sick days shall be for the pay ordinarily received in the employee's normal work day on that paid holiday.

Members of the bargaining unit who are on unpaid leave will not be eligible to receive holiday pay during their absence.

10.9 **Long Term Leave Without Pay**

Upon request an employee may be granted leave without pay for one (1) year periods (not to exceed a total of two (2) years) for reasons related to long-term medical care of a spouse, parents, or children of the member living in the household.

Both parties agree that Leave Without Pay under this section is designed for a minimum of one (1) year periods. Leaves will only be considered during the school year for emergency medically related events and only after other applicable leave has been exhausted.

Any request for leave under this section shall be accompanied with sufficient detailed documentation (outlining the necessity for such leave), which in the judgement of the superintendent is sufficient to assist him or her in making a recommendation to the School Committee to grant such leave.

Leave under this section shall not be granted for vacation activities or other non-medically related events.

10.10 **Short Term Leave Without Pay** — Employees may be allowed up to five (5) days leave per annum without pay by the Superintendent of Schools providing they apply for this in writing ten (10) days prior to the leave.

10.11 **Benefits During Leave** — An employee on leave shall retain all benefits provided the employee pays the cost of said benefits. An employee on leave shall earn and retain seniority while on leave.

10.12 **Return from Leave** — Upon return from any leave, an employee shall be returned to his/her position or to a position comparable to the one he/she left.

10.13 **Release Time Days** — If professional release time days are provided as part of the school year, bargaining unit members shall be allowed to attend job related conferences and/or workshops with no loss of pay, with the approval of the Superintendent of Schools.

10.14 **Workers' Compensation**

On-the-job injury shall be defined as any injury occurring on or off school premises while on assigned school business that is the result of a job-related incident. If an employee is being treated for an on-the-job injury and is receiving medical bills that result from the on-the-job injury, she shall submit such medical bills initially to Blue Cross and then subsequently to Human Resources Office. The Human Resources Office shall then make every effort to process through the proper channels any and all claims not previously taken care of by Blue Cross so as not to embarrass the employee or jeopardize the employee's credit. The employee will submit an Accident Report within forty-eight (48) hours signed by his/her immediate supervisor and anyone else at the scene of the accident. In cases

where extenuating circumstances prevail, then the employee will file a report signed by his/her supervisor as soon as possible.¹

Sick leave shall not be charged, when an employee receives workers' compensation salary payments as a result of an on the job injury. If the employee remits her/ his income compensation check to the business office, s/he shall continue to receive her/his full salary from the District until said workers' compensation payments cease.

The School Committee shall have the right to have the employee examined by a physician designated by the School Committee and this physician shall consult with the employee's physician for the purpose of establishing the length of time the employee will be absent from her or his duties. In the event of dissenting medical opinions, the School Committee's physician's findings shall prevail. However, the employee's personal physician's opinion shall be recorded and attached to the report.

10.15 **Family Medical Leave Act and Rhode Island Parental and Family Medical Leave Act**

Family Medical Leave law provides up to 13 weeks unpaid leave for a personal illness or the illness of a family member. Sick leave (if available) will be used concurrently with such statutory leave.

XI. TRANSFERS

11.1 Transfers are defined as lateral movement from one position or location to another.

11.2 When a position to be maintained is vacated by reason of resignation, retirement or dismissal, all employees shall be notified (job posting) by email within ten (10) working days before the closing date of applications.

11.3 All vacancies of positions to be maintained and covered by this provision shall be posted within five (5) working days of the opening.

11.4 All positions vacated by resignation, retirement or dismissal to be maintained shall be filled within ten (10) working days after the close of applications or at least by the next regular School Committee meeting if beyond two (2) weeks.

11.5 **Involuntary Transfer**

Involuntary transfers will be at the discretion of the Superintendent for cause and shall only take place within positions on the same seniority list.

¹ Moved from Art. XIX (2012-2017 CBA)

XII. PROMOTIONS

- 12.1 Promotions are defined as positions within the bargaining unit which pay a greater salary or more work hours.
- 12.2 When a position is vacant, all employees shall be notified at least ten (10) working days before the closing date of applications.
- 12.3 All promotional positions covered by this provision shall be posted within two (2) weeks of the opening.
- 12.4 All promotional positions shall be filled with a permanent employee within two (2) weeks after the closing of applications.
- 12.5.1 Positions shall be filled on the basis of qualifications as described in the job descriptions. Said qualifications shall be specified in the position postings. If there is more than one applicant for the transfer and they are equally qualified, the most senior employee will prevail. Vacancies shall first be posted internally before posting outside of the bargaining unit. Said qualifications shall be specified in the position posting.
- 12.5.2 Should no qualified internal employee desire to be promoted into a vacant position on the Paraprofessional Seniority List, or should no employee from the Supervisory Seniority List meet all the promotional requirements, then the School Department may select from non-employee applicants to fill the vacant positions.²

12.6 Temporary Vacancies

- 12.6.1 Any position in the bargaining unit which becomes vacant on a temporary basis of sixty (60) days or more, shall be posted and filled in accordance with Articles 12 and 13 of this Agreement. An employee returning from a leave of absence of one (1) year or less shall be returned to her original position. The employee who filled the position on a temporary basis shall be entitled to return to her original position. An employee returning from a leave of absence of longer than one (1) year shall be returned to her former position or to a position comparable to the one she left.

XIII. SELECTION AND APPOINTMENT

- 13.1 The Superintendent or her/his designee shall be responsible for the selection, employment and assignment of all persons covered by this Agreement subject to School Committee approval.

² Moved from Art. VII (2012-2017 CBA)

- 13.2 Where an Interview Committee is utilized to review the applicants and to make recommendations to the Superintendent/designee, the President or her/his designee shall serve on said committee.
- 13.3 There shall be a probationary period of ninety (90) days for new appointees.
- 13.4 During the initial probationary period new employees may be dismissed for reasons relating to job performance.
- 13.5 If a member, after a trial period of thirty (30) days should fail to meet the job requirements, he/she shall be returned to his/her original position and then the next ranking employee on the applicable seniority list for transfer and/or the next ranking employee on the promotion list for promotion would be given the position.
 - 13.5.1 In the event none of the above are available to fill the position, a mass bid would be conducted within ten (10) days to select a replacement.
 - 13.5.2 Employees who transfer into or are promoted into new positions and who meet the job requirements shall retain their right to return to their previous position. Employees must notify Human Resources and the union president within the thirty (30) day trial period of their desire to return to their previous position. Return shall occur at the end of the school year.
 - 13.5.3 Each applicant shall be notified by the Human Resources of the disposition of his/her application. This procedure shall be followed until all bidders who can qualify are given a trial.
- 13.6 Employees who transfer or accept promotion to positions outside the bargaining unit, but remain with the School System, shall be privileged to return to the seniority status that the employee held at the time of such transfer or promotion, but only within one (1) calendar year from the date of commencement of employment in the new position outside the bargaining unit.

XIV. WORKING CONDITIONS

14.1 Work Year

The work year of all bargaining unit members shall consist of as many days as there are in the school year for students in the East Providence school system, plus one convocation day. In addition, the District may require paraprofessionals to attend up to three additional professional development days paid at the employee's per diem hourly rate of pay.

A Professional Development Committee with Union and management representatives will be established to recommend Professional Development topics annually.

14.1.1 **Tuition Reimbursement and CPR Training.**

All members of the bargaining unit shall be eligible for tuition reimbursement, subject to the following conditions:

1. Tuition reimbursement shall be provided for up to two (2) courses per employee per year.
2. The maximum cost of the tuition reimbursement per year shall be \$10,000 per year (not per person, per bargaining unit).
3. The course(s) for which tuition reimbursement shall apply must be related to the employee's job classification.
4. Tuition reimbursement shall include the cost of tuition and required texts/materials.
5. The Superintendent shall approve all requests for tuition reimbursement before the employee enrolls in the course.
6. Tuition reimbursement approval is at the discretion of the Superintendent.
7. CPR Training shall be provided by the District at no cost to the members of the bargaining unit.

14.2 **Work Day**

14.2.1 The work day of all Paraprofessionals shall be fixed in advance of the school year by the Superintendent. Employees shall be paid according to Appendix A. All Paraprofessionals shall work 6.25 hours per school day.

14.2.2 The workday for all Supervisory Assistants shall be at least three hours (3.0) per day. Any Supervisory Assistant assigned three hours (3.0) per day will not have his/her work day reduced.

14.2.3 If Professional development is provided by the district requiring attendance of Paraprofessionals outside of the normal school day, such time will be compensated at the member's per diem rate.

14.2.4 Paraprofessionals shall have a 25-minute lunch period each day.³

14.2.5 Said work day shall include two (2) fifteen (15) minute rest periods per day, providing the employee works six (6) consecutive hours per day or more, not including lunch time. Workday for all Supervisory Assistants shall include one (1) ten (10) minute rest period per day providing that they work three (3) or more hours per day.

³ The work day shall include at least twenty-five (25) minutes for lunch providing the employee works six (6) consecutive hours per day or more.

- 14.2.6 Time and one-half shall be paid for all work performed in excess of forty (40) hours per week.
- 14.2.7 If school is canceled after six (6) hour employees have reported to work, and the Superintendent has decided to cancel classes thereafter, they shall receive at least four (4) hours regular pay for that day. If school is canceled after the first four (4) hours of work, the six (6) hour employee shall be paid the full regular pay for that day.

XV. PERSONNEL FILE

- 15.1 The School Department shall maintain one (1) personnel file for each employee exclusive of payroll records.
- 15.2 Such file shall contain copies of personnel transactions, official correspondence with the employee and other relevant documents. Payroll information may be kept elsewhere.
- 15.3 A designated member of the Union, having written authorization from the employee concerned, may examine the personnel file of that employee.
- 15.4 An employee or her authorized representative, at times other than working hours and after making an appointment in advance, shall have the right to examine her personnel file.
- 15.5 Upon request, the administration shall provide employees with copies of documents in her personnel file at her own expense. The Superintendent may waive the cost of copying documents.
- 15.6 No anonymous material shall be placed in the employee's personnel file.
- 15.7 Materials shown to be false or unsubstantiated shall be removed from the employee's personnel file within 10 business days.
- 15.8 An employee may have relevant job material placed in her personnel file by delivering a copy to the administration.
- 15.9 Any additions or changes to the personnel file shall be called to the employee's attention within 10 business days.
- 15.10 An employee shall have the right to attach pertinent comments to anything contained in her personnel file.

XVI.

NO STRIKES

The School Committee and the Assistants' Union agree that during the dates that this contract is in effect any and all disputes between them shall be settled in accordance with the grievance procedure outlined in this Agreement. The Union agrees that it will comply with Section 28-9.4-16 of the Arbitration Statutes for Municipal Employees in the General Laws of Rhode Island.

XVII.

BENEFITS

17.1

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.

The Committee will provide the medical benefits summarized in Exhibit A. Committee agrees that it will not change the benefit summary without the approval of the Association. The School Committee will provide a wellness benefit beginning July 1, 2013 as described in Exhibit 1.

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 as a Paraprofessional).

Income	Contribution - % of Premium
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%

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 EPPA president.

Effective June 30, 2013, the Committee may provide medical benefits through a high-deductible plan. If the Committee elects to change to a high deductible plan, it will pay the difference between the deductible described in Exhibit A and the high-deductible plan through a Health Reimbursement Account.

17.2

Retiree Coverage

Effective November 1, 2012, health insurance will be paid by the Committee for all retiring members of the bargaining unit and their spouse for one year for family plans or two years for individual plans after retirement under the same terms as active employees. Retired members of the bargaining unit will be required to certify annually that he or she is not eligible to receive comparable insurance — defined as insurance with a premium co-payment that is no more than ten percent (10%) greater than the premium copayment associated with the plan offered to the retired member by the Committee. 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. Dental insurance will be provided under the same terms as health insurance with the same levels of employee contribution.

17.2.1

In the event an employee at the time of retirement is age 65 or older, the Committee will pay the full cost of her individual plan Medicare, Part B premium for a maximum of the 12 months immediately following retirement.

17.3

Group Life Insurance

17.3.1

Members of the bargaining unit who work four (4) or more hours per day shall be entitled to fifty thousand dollars (\$50,000) worth of life insurance, with premiums paid by the School Department. Should a member of the bargaining unit retire prior to age 65 under the provisions of the State Retirement System, the School Committee shall provide the retired employee with one-half (1/2) of the existing coverage until her/his 70th birthday.⁴

Further, said members of the bargaining unit shall have the option to purchase, on a payroll deduction plan, additional insurance in one of the following amounts: a. \$19,000; b. \$16,500; c. \$24,000. No individuals may enter this program, or increase benefits, after reaching her sixtieth birthday. The President of the Union shall receive a yearly statement showing insurance dividends.

17.3.2

All supervisory Assistants of the bargaining unit shall be entitled to eight thousand (\$8,000) dollars' worth of life insurance with premiums paid by the School Department. This provision is contingent on acceptance by the insurance carrier.

17.4

Upon the death of a member of the bargaining unit, health and dental coverage for the member's family shall be continued for a period of eighteen (18) months.

17.5

Liability Insurance shall be provided all members of the bargaining unit at the same level provided certified personnel.

⁴ See RIGL 45.21.57 Muni Retiree Life Insurance

XVIII. EVALUATION

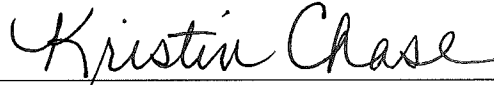
- 18.1 All bargaining unit members who have served their probationary period shall be evaluated at least once annually. All probationary employees shall be evaluated at least two times during the probationary period. This evaluation shall be conducted by the building principal or his/her designee or supervisor. Said evaluation will be performed utilizing the evaluation instrument mutually agreed between the Association and the School Committee.
- 18.2 All monitoring or observation of the work performance of an employee will be conducted openly and with her full knowledge. Employees will be given a copy of any evaluation report prepared by their superiors and will have the right to discuss such report with their superiors. Further, the employee may indicate disagreement with the evaluation in total or in part by attaching such comments to the evaluation.
- 18.3 No material derogatory to an employee's conduct, service, character, or personality will be placed in her personnel file unless she has had an opportunity to review and respond to any such material.
- 18.4 Complaints regarding an employee made to any member of the Administration by any parent, student, or other person will be promptly called to her attention. The Administration shall not respond to any complaint without first conferring with the employee.
- 18.5 No employee shall be disciplined, lose compensation or be reprimanded without cause. No employee shall be disciplined or administratively admonished in the presence of students or other staff members.
- 18.6 The initial evaluation instrument, procedures, and any subsequent changes for all bargaining unit members shall be established by mutual agreement.
- 18.6.1 General Provisions: The evaluation process should include, at minimum, the following recommended provisions:
1. Each evaluation observation period shall be for a length of not less than thirty (30) consecutive minutes.
 2. There shall be a post-evaluation conference. The length of time between the evaluation observation and the post-evaluation conference shall be no more than ten (10) working days.
 3. In those instances where a Paraprofessional or Supervisory Assistant, receives less than satisfactory in any category, the evaluator will accompany the rating with specific comments and suggestions for remedial action. In those instances where a member receives an "unsatisfactory" mark, the employee shall, at the discretion of the School Department, be placed on an Employee Improvement Target Plan.

4. Under no circumstances shall said evaluation take place in the week prior to either Christmas or the official end of the school year or, for graduating classes, in the week prior to graduation.

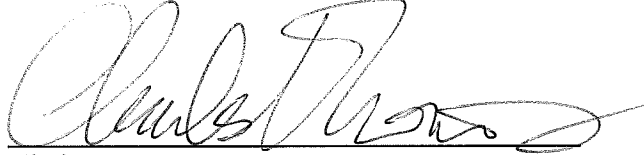
XIX.

DURATION

The provisions of this Agreement shall be effective beginning November 1, 2017 through October 31, 2020.



President
East Providence Paraprofessionals' Association



Chairperson
East Providence School Committee

APPENDIX A

Paraprofessionals and Supervisory Assistants

Severance Pay - Upon retirement, that is the entrance of any employee onto the benefits of the State Retirement Plan and/or Social Security Retirement Plan, the employee shall receive a severance pay according to the following formula:

Years

10 years to less than 15 years	\$806
15 years to less than 20 years	\$991
20 years to less than 25 years	\$1,116
25 years and over	\$1,271

In last year of employment, severance pay will be collected as well as longevity. This amount will be paid in the last year of service providing the Superintendent is notified by March 1st in the year of retirement and provided the employee completes the school year except in case of disability or emergency where notification would not be required. The Superintendent may waive the March 1st notification date.

*Longevity - The East Providence School Department shall pay longevity and severance payments (for purposes of retirement the equivalent longevity amount and severance pay in the last year of service will be reported as regular income) in recognition of continuous dedicated service to the East Providence School Department in accordance with the following schedule:

Longevity payments shall be made in a single check during the month of June.

*SEE Appendix B (Paraprofessionals and Supervisory Assistants)

APPENDIX B

LONGEVITY

Paraprofessionals

5 Years to less than 10 Years	\$524
10 Years to less than 15 Years	\$600
15 Years to less than 20 Years	\$800
20 Years to less than 25 Years	\$900
25 Years and Over	\$1100

Supervisory Assistants

5 Years to less than 10 Years	\$236
10 Years to less than 15 Years	\$244
15 Years to less than 20 Years	\$279
20 Years to less than 25 Years	\$313
25 Years and Over	\$386

APPENDIX C

SALARIES

There will be a 2% raise in each year of the contract.

11/1/17 – 10/31/18

	<u>3 Hr. Asst</u>	<u>6 Hr. + Cert</u>	<u>6 Hr. + AS</u>
Step 1	14.83	16.67	17.78
Step 2	15.23	16.95	18.06
Step 3	15.68	17.12	18.22
Step 4	16.14	19.85	20.96
Step 5	16.60	20.20	21.31
Step 6	16.96	20.58	21.71
Step 7	17.22	20.96	22.06
Step 8	17.53	21.33	22.44

11/1/18 – 10/31/19

	<u>3 Hr. Asst</u>	<u>6 Hr. + Cert</u>	<u>6 Hr. + AS</u>
Step 1	15.13	17.00	18.14
Step 2	15.53	17.29	18.42
Step 3	15.99	17.46	18.58
Step 4	16.46	20.25	21.38
Step 5	16.93	20.60	21.74
Step 6	17.30	20.99	22.14
Step 7	17.56	21.38	22.50
Step 8	17.88	21.76	22.89

11/1/19 – 10/31/20

	<u>3 Hr. Asst</u>	<u>6 Hr. + Cert</u>	<u>6 Hr. + AS</u>
Step 1	15.43	17.34	18.50
Step 2	15.84	17.64	18.79
Step 3	16.31	17.81	18.95
Step 4	16.79	20.66	21.81
Step 5	17.27	21.01	22.17
Step 6	17.65	21.41	22.58
Step 7	17.91	21.81	22.95
Step 8	18.24	22.20	23.35

A member of the bargaining unit will be advanced to the next step on the salary schedule providing s/he has completed one-hundred and eighty (180) calendar days on November 1st of the year in which s/he was hired.

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**

The following is the maximum you would pay out of pocket for essential health benefits each year (including medical and pharmacy copayments, deductibles and coinsurance).

- \$1,500 per individual plan;
\$3,000 per family plan in network
- \$3,000 per individual plan;
\$6,000 per family plan out of network

■ **Please note:**

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

What's Covered Service	What You Pay	
	In-Network	Out-of-Network
Preventive Care		
<ul style="list-style-type: none"> ■ Adult preventive care ■ Child preventive care ■ Immunizations ■ Preventive lab, X-ray, and imaging 	\$0 per visit	20% per visit after deductible
Primary Care Office Visits		
<ul style="list-style-type: none"> ■ Adult primary care ■ Adult gynecological exam ■ Pediatric primary care 	\$20 per visit	20% per visit after deductible
Specialist Office Visits		
<ul style="list-style-type: none"> ■ Specialty care ■ Chiropractic (limit 12 visits per year) ■ Routine eye exam (limit 1 visit per year) 	\$30 per visit	20% per visit after deductible
Outpatient Services		
<ul style="list-style-type: none"> ■ Diagnostic lab, x-ray, and imaging 	\$0 per visit	20% per visit after deductible
<ul style="list-style-type: none"> ■ Medical/surgical care ■ High-end radiology (e.g., MRI/CT/PET), nuclear medicine and sleep studies 	0% per visit after deductible	20% per visit after deductible
Inpatient Services		
<ul style="list-style-type: none"> ■ Hospitalization ■ Maternity ■ Mental Health ■ Chemical dependency ■ Rehabilitation (limit 45 days per year) 	0% per visit after deductible	20% per visit after deductible
Hospital Emergency Services	\$150 per visit	\$150 per visit
Urgent Care	\$50 per visit	\$50 per visit

Beyond Benefits

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

Access Your Benefits:

- Get a list of your benefits and recent claims.
- See how much you've paid toward your deductible and out of pocket maximum.
- Check out our cost and quality tools.
- Find the member handbook to learn what to expect from BCBSRI.

Health Topics & Discounts:

- Read about thousands of health topics in the Health Center.
- Learn how you can get discounts on gym memberships, as well as free one-week trial memberships.
- Access our Blue365SM wellness information and discount program.

Need Help

Call Customer Service

- Locally: (401) 459-5000
- Outside Rhode Island: 1-800-639-2227
- TTY/TDD (Telecommunication Device for the Deaf) Users should call 711

Hours:

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

What's Covered Service	What You Pay	
	In-Network	Out-of-Network
Ambulance		
▪ Ground	\$50 per occurrence	\$50 per occurrence
▪ Air/Water	0% per occurrence after deductible	0% per occurrence after deductible
Durable Medical Equipment	20% per service/device after deductible	20% per service/device after deductible
Physical/Occupational Therapy (limit 30 visits per year)		
▪ Physical therapy	20% per visit after deductible	20% per visit after deductible
▪ Occupational therapy		
▪ Speech therapy		

This is a summary of your HealthMate Coast-to-Coast benefits. It is not a contract. For details about your coverage, including any limitations or exclusions not noted here, please refer to your subscriber agreement or call the number located on the back of your BCBSRI ID card. If you have questions about receiving medical care, please call your doctor.



500 Exchange Street • Providence, RI 02903-2699
Blue Cross & Blue Shield of Rhode Island is an independent licensee of the Blue Cross and Blue Shield Association.

EAST PROVIDENCE SCHOOL DEPT

Product Name: Delta Dental PPO/Delta Dental Premier

Plan Type: National Coverage

The information listed here is not a guarantee of payment. Payment is based on the Delta Dental allowance for each procedure. To be covered, services must be dentally necessary and in accordance with Delta Dental's treatment guidelines. All services must be performed in a dental office. These benefits are listed according to the level of coverage (i.e. 100%, 80%). Your group number is **5885-0211, 0212, 0213, 0214, 0215**. **Coverage for benefits with time limitations (i.e. 6,12,24,36 or 60 months) is calculated to the exact day.**

The annual maximum is: \$1,200.00 per member per calendar year
The annual deductible is: \$0.00
The maximum lifetime cap: Unlimited

Pretreatment estimates are recommended for underlined procedures.

Plan pays 100%; Member Coinsurance 0%

- Oral exam - once per calendar year performed by a general dentist
- Cleaning - twice per calendar year
- Fluoride treatment - for children under age 19 once per calendar year
- Bitewing x-rays - one set per calendar year
- Complete x-ray series or panoramic film once every 36 months
- Single x-rays as required
- Palliative treatment (minor procedures necessary to relieve acute pain) twice per calendar year
- Amalgam (silver) fillings. Composite (white) fillings on front teeth only. For composite fillings on back teeth, the plan pays up to what would have been paid for an amalgam filling. Patient is responsible for the balance up to the dentist's charge.
- Space maintainers once every 60 months for lost deciduous (baby) teeth
- Extractions and other routine oral surgery when not covered by a patient's medical plan
- General anesthesia or intravenous (I.V.) sedation for certain complex surgical procedures
- Root canal therapy on permanent teeth - one procedure per tooth per lifetime. Vital pulpotomy and apicoectomies also covered once per tooth per lifetime.
- Repairs to existing partial or complete dentures once per calendar year
- Recementing crowns or bridges once every 60 months
- Rebasement or relining of partial or complete dentures once every 60 months
- Crowns over natural teeth, build ups, posts and cores - replacement limited to once every 60 months

Plan pays 50%; Member Coinsurance 50%

- Periodontal maintenance following active therapy - two per year
- Bridges and crowns over implants - replacement limited to once every 60 months
- Partial and complete dentures - replacement limited to once every 60 months
- Root planing and scaling once per quadrant every 24 months.
- Osseous (bone) surgery once per quadrant every 36 months (bone grafts are not covered).
- Gingivectomies once per site every 36 months.
- Soft tissue grafts once per site every 60 months
- Crown lengthening once per site every 60 months

Orthodontics:

Plan pays 50%; Member Coinsurance 50%

- Elective braces and related services for dependent children under the age of 19. Subject to a lifetime maximum. No pre-approval required.

Lifetime maximum (orthodontics only) is \$1,200.00

Dependent coverage - Dependent children are covered up until the end of the year that they turn age 19. Dependent children who are full-time students over age 19 are covered as long as they stay in school or up until the end of the year that they turn age 26.

Unless specifically covered by your dental plan, the following are not covered:

- Services that do not qualify for payment according to our dental treatment guidelines. (These guidelines assist Delta Dental in making determinations as to whether services are covered and whether a particular service is the least costly, clinically acceptable method of prevention, diagnosis or treatment. A service may not qualify for coverage under these guidelines even though it was performed or recommended by a dentist.)
- Any services that are not specifically covered in your group's Certificate of Coverage.
- Services received from a dental or medical department maintained by or on behalf of an employer, mutual benefit association, labor union, trustee or similar person or group.
- An illness or injury that Delta Dental determines is employment related.
- Services you would not be required to pay for if you did not have this Delta Dental coverage.
- Services provided by a dentist who is a member of your immediate family.
- An illness, injury or dental condition for which benefits are, or would have been available, through a government program if you did not have this Delta Dental coverage.
- Services rendered by someone other than a licensed dentist or a licensed hygienist operating as authorized by applicable law.
- Specialty exams.
- Consultations.
- Disorders related to the temporomandibular joint (TMJ), including night guards and surgery.
- Services to increase the height of teeth or restore occlusion.
- Restorations required because of erosion, abrasion or attrition.
- Services meant primarily to change or improve your appearance.
- Occlusal guards.
- Implants.
- Bone grafts.
- Splinting and other services to stabilize teeth.
- Prescription drugs, lab exams or reports.
- Guided tissue regeneration.
- Temporary bridges or crowns.
- Services related to congenital abnormalities.
- General anesthesia/intravenous sedation for nonsurgical extractions, diagnostic, preventive or any restorative services.
- General anesthesia/intravenous sedation administered by anyone other than a dentist.

Delta Dental also reserves the right to adopt and to apply, from time to time, such administrative policies as it deems reasonable in approving the eligibility of subscribers and the appropriateness of treatment plans and related charges.

All claims must be filed within one year of the date of service.

Your Prescription Drug Coverage

The BCBSRI formulary (drug list) covers a wide range of commonly prescribed medications. The chart below shows how the drugs are divided into four “tiers.”

		Copayment per 30-day supply	Mail Order 90-day Supply
Tier 1	▪ Low-cost generics	\$10	\$25
Tier 2	▪ Higher-cost generics and preferred brand name drugs	\$35	\$87.50
Tier 3	▪ Highest cost generics and non-preferred brand name drugs	\$60	\$150
Tier 4	▪ Specialty drugs	\$100	N/A



You can find the BCBSRI formulary by signing on to your BCBSRI.com member home page and following these steps:

1. Click “Pharmacy” in the navigation bar on the left.
2. Click “Premier” at the bottom of the page.
3. Click the “preferred drug list” link under the Drug Coverage section of the page.



www.bcbsri.com

500 Exchange Street • Providence, RI 02903-2699

Blue Cross & Blue Shield of Rhode Island is an independent licensee of the Blue Cross and Blue Shield Association.

Vision Eyewear Program

With the Vision Eyewear Program, you can receive reimbursement up to a **maximum of \$50 per member per benefit year** toward the purchase of prescription eyeglasses (lenses and/or frames) and contact lenses.

To receive reimbursement under the Vision Eyewear Program, simply follow the steps below:

- Pay for the prescription glasses and/or contact lenses
- Make a copy of your detailed receipt and write your member identification number on it
- Mail your receipt to the below address

**Blue Cross & Blue Shield of Rhode Island
Claims Department
500 Exchange Street
Providence, RI 02903-2699**

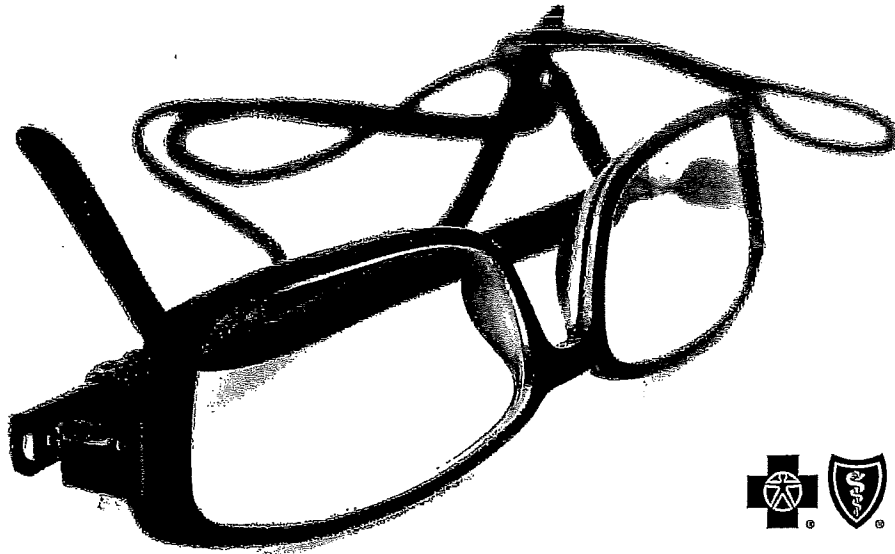
For more information or if you have questions, please call our Customer Service Department at the appropriate number below:

Customer Service for BlueCHIP plans:

(401) 274-3500 or 1-800-564-0888

Customer Service for all other BCBSRI plans:

(401) 459-5000 or 1-800-639-2227



www.BCBSRI.com

500 Exchange Street • Providence, RI 02903-2699

Blue Cross & Blue Shield of Rhode Island is an independent licensee of the Blue Cross and Blue Shield Association.