

AGREEMENT BETWEEN
LINCOLN SCHOOL COMMITTEE
AND
RI COUNCIL 94, AFSCME, AFL-CIO
ON BEHALF OF
LINCOLN SCHOOL DEPARTMENT EMPLOYEES,
LOCAL 2671

JULY 1, 2018 – JUNE 30, 2021

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AGREEMENT

This agreement entered into this _____ day of _____ 2019, by and between the Lincoln School Committee,(hereinafter referred to as the Employer or Lincoln School Department) and Rhode Island Council 94, AFSCME, AFL-CIO, on behalf of Local 2671, (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 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 recognizes the Lincoln School Employees Union, Rhode Island Council 94, AFSCME, AFL-CIO, Local 2671, as sole and exclusive bargaining agent with respect to wages, hours, and conditions of employment for all employees within the bargaining unit as described in the petition in Case No. EE-1981, State Labor Relations Board viz.

All employees of the School Department including Maintenance Person, Custodian, Inventory Control Clerk, Groundskeeper/Custodian, Principal Secretary, Secretary I/Bookkeeper, Secretary I, Secretary II, Teacher Assistants, Nursing Assistants, Payroll and Senior Accounting Technician. It excludes Supervisors, Director of Human Resources, Human Resource Assistant, Part-time Aides, Certified Teaching Personnel, and the Confidential Secretary to the Superintendent of Schools.

ARTICLE 2
NON-DISCRIMINATION CLAUSE

2.1 The Employer and the Union agree not to discriminate in any way against employees covered by this agreement on account of race, religion, creed, color, sex, age, marital status, handicap, or political affiliation.

2.2 All references to employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees, and wherever the female gender is used, it shall be construed to include female and male employees.

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

2.4 The Employer agrees that no employee shall be discriminated against, intimidated or coerced in the exercise of his or her right to bargain collectively through the Union, or on account of his or her membership in or activities on behalf of the Union.

2.5 Any question or concerns regarding the above sections should be addressed to:
Title IX E.E.O. compliance officer, 1624 Lonsdale Avenue, Lincoln, R.I. 02865,
phone 401-721-3300.

ARTICLE 3
UNION SECURITY AND DUES DEDUCTION

3.1 The School Committee agrees to the adoption of a 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 pay period may require. Such withholdings from Union dues are to be transmitted to the Rhode Island Council 94, AFSCME, AFL-CIO, 1179 Charles Street, North Providence, R.I. 02904.

3.2 Employees shall complete a one hundred twenty (120) calendar days probationary period.

3.3 Membership in the Union shall be determined by each employee.

3.4 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.

3.5 During the first year of this Agreement, no person outside the bargaining unit other than substitute employees shall perform work normally performed by employees within the bargaining unit.

3.6 In the event that the dues collection as outlined in this Agreement is invalidated by a Legislative Act or a decision of a court of competent jurisdiction, the parties agree to discuss and bargain on a new system of dues collection within 30 days of such act/decision.

ARTICLE 4
MANAGEMENT RIGHTS

4.1 It is understood and agreed by the parties that the Employer possesses the sole right to operate and manage the Lincoln School System and nothing in this agreement shall deprive the Lincoln School Committee of its responsibilities delegated to it by the Laws of the State of Rhode Island.

4.2 Subject to express provisions of this agreement, the Management of the property and equipment and the direction of the working forces is vested exclusively in the Employer. Rights of the Employer include, but are not limited to, the rights to hire, to promote, to suspend, to discipline or to discharge for cause, to transfer or layoff because of lack of work or other legitimate reasons, to determine the location of schools or any department thereof, to determine the method, processes and means of operations, and to determine what constitutes good and efficient practice or operation.

ARTICLE 5
HOURS OF WORK

5.1 The Employees, in this agreement, are 12 month employees and 185 day employees.

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

- a. Principal Secretary, Secretary I and II, Secretary I/Bookkeeper, Senior Accounting Technician, Payroll Technician, Nursing Assistants and Teacher Assistants.

Thirty-five (35) hours per week, five (5) consecutive days, Monday through Friday, between the hours of 7:00 a.m. to 4:30 p.m. excluding one-half hour for lunch. Above hours shall be year round for twelve (12) month employees except summer hours, which shall be from 7:00 a.m. – 3:30 p.m.

- b. Maintenance Person, Groundskeeper/Custodian, Custodian, Custodian Lead and Inventory Control Clerk.

Forty (40) hours per week, five (5) consecutive days, Monday through Friday, year round excluding one-half hour for lunch.

The hours of work shall be as follows:

1. Maintenance Person (middle school)	1:30 p.m. – 10:00 p.m.
2. Maintenance Person (District Wide/High School)	6:00 a.m. – 2:30 p.m.
2a. Maintenance Person (LHS split shift)	9:00 a.m. – 5:30 p.m.
3. Groundskeeper/Custodian	6:00 a.m. – 2:30 p.m.
4. Custodian	6:00 a.m. – 2:30 p.m.
5. Inventory Control Clerk	6:00 a.m. – 2:30 p.m.

The hours for second shift shall be 2:30 p.m.– 11:00 p.m.

- c. The summer hours for all custodial, maintenance and grounds staff shall be 6:00 a.m. – 2:30 p.m.

5.3 All employees covered by this agreement shall be granted a fifteen (15) minute break period during the first half and during the second half of their work day.

5.4 It is recognized that the hours of work and work schedules have been negotiated between the School Department and the Union and they shall remain in full force and effect. In the event it becomes necessary to change the scheduled work hours, in any area, the School Department shall

notify the Union and the parties hereto shall make every effort to mutually agree on the hours for such schedule and fix the hours subject to the grievance and arbitration provisions of this agreement.

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

5.6 A Custodian shall be assigned to all approved, non-school related scheduled events that require a paid admission and to those major school events to which custodians have normally been assigned with the approval of the Building head or Director of Non-Instructional Operations. Examples: dances, drama, variety shows, cake or pie sales, sporting events and all major school usage events.

5.7 An employee who has given faithful service as judged by work record and evaluations in the employ of the Employer and has become unable to handle his or her regular work shall be given part-time work, if available, at the employee's regular rate, provided, however, that said employee has secured clearance by a licensed medical physician. The clearance shall clearly indicate that the employee is capable of performing such part-time work. The Employer may require, at no expense to the employee, a secure independent medical confirmation of the employee's medical clearance.

5.8 Full-time employees are employees covered by this agreement and who work more than twenty (20) hours per week and have been appointed by action of the Town of Lincoln School Committee.

5.9 Part-time employees are employees who work less than twenty (20) hours per week. Part-time employees are not covered by the provisions of this agreement. However, part-time employees who work more than twenty (20) hours per week for six (6) consecutive months or

more shall be covered by the provisions of this agreement.

5.10 All members of the bargaining unit shall be required to comply with the District's time keeping system.

ARTICLE 6
OVERTIME

6.1 Time and one-half (1-1/2) shall be paid for all hours worked in excess of employee's standard work day and work week.

6.2 Time and one-half (1-1/2), in addition to regular vacation pay, shall be paid to an employee who has been called back to work on a vacation day.

6.3 Time and one-half (1-1/2) shall be paid for all hours worked on a Saturday.

6.4 Double time shall be paid for all hours worked on a Sunday or listed holidays.

6.5 Any employee may pursue compensatory time at time and one-half (1-1/2) rather than overtime if mutually agreed to by both the employee and the employer.

6.6 Hours credited for holidays, sick leave, personal leave, vacation and compensable injury shall be considered as time worked for the purpose of computing overtime.

6.7 Overtime work is to be made a matter of record and distributed fairly and equitably among employees in their respective division and class of position on a rotating basis.

6.8 If there are no employees available for overtime within their division then said overtime will be distributed among employees from all other divisions by class of position on a rotating basis.

6.9 A record of overtime shall be furnished to the President of the Union upon request with reasonable advance notice.

6.10 Hours of work and tours of duty shall not be changed solely for the purpose of avoiding

the payment of overtime.

6.11 All overtime work must be approved in advance by the administrator of the building in which the work is to be done or by the Director of Non-Instructional Operations.

ARTICLE 7
SHIFT DIFFERENTIAL

7.1 All employees who work the "evening tour of duty" shall receive an additional five (5%) percent wage premium over their hourly rate of pay. The "evening tour of duty" shall mean those hours worked between 1:30 p.m. and 11:00 p.m.

ARTICLE 8
CALL-IN-PAY

8.1 Employees who are called in to report for work, after having left their place of employment outside their regular scheduled work hours, shall receive no less than three (3) hours pay at their overtime rate, unless such call back is due to the negligence of the employee.

ARTICLE 9
HOLIDAYS

9.1 All twelve (12) month employees covered by this agreement shall be entitled to the following paid holidays:

- | | |
|---------------------------|-----------------------------------|
| 1. New Year's Day | 10. Columbus Day |
| 2. Martin Luther King Day | 11. Veterans' Day |
| *3. Lincoln's Birthday | 12. Thanksgiving Day |
| 4. President's Day | 13. Friday after Thanksgiving |
| 5. Good Friday | 14. The full day before Christmas |
| 6. Memorial Day | If it is a regular work day. |
| 7. Independence Day | 15. Christmas Day |
| 8. Victory Day | 16. The full day before New Years |
| 9. Labor Day | If it is a regular work day. |

9.2 All 185 day employees covered by this agreement shall be entitled to the following paid holidays:

- | | |
|---------------------------|---------------------|
| 1. New Year's Day | 6. Labor Day |
| 2. Martin Luther King Day | 7. Columbus Day |
| *3. Lincoln's Birthday | 8. Veterans' Day |
| 4. Good Friday | 9. Thanksgiving Day |
| 5. Memorial Day | 10. Christmas Day |

*Shall be compensated for compensatory time off to be designated by the Employer.

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

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

9.5 Whenever an employee works on a holiday which falls on one of his or her scheduled days off he or she shall be credited with the number of hours for one day in his or her 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.

9.6 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 or her absence on that day.

9.7 If any school is being used for voting during statewide and national elections, all schools shall be closed. However, any employee who remains working shall receive a comp day to be used within ninety (90) days.

ARTICLE 10

SENIORITY

10.1 Seniority shall be defined as the length of continuous service with the School Department computed from the employee's date of appointment by the School Committee regardless of classification.

10.2 If two or more persons are appointed by the Lincoln School Department on the same day, they shall have their seniority determined by lot in the presence of one representative determined by the Union and one representative determined by the Employer.

10.3 Employees will not start work prior to being appointed by the School Committee.

10.4 It is hereby agreed that the parties hereto recognize and accept the principles of seniority, as defined in Article 10.1, within a classification in all cases of shift preference, job assignment, vacation and days off.

10.5 The Employer shall establish a seniority list of all support personnel on a bi-annual basis and a copy of said list shall be given to the President of the Union on October 1st and April 1st of each year.

10.6 Employees who take another job with the Employer, but outside the bargaining unit, will not accumulate seniority while outside the Union, but shall retrieve the seniority he or she formerly held if he or she returns to the original bargaining unit within one (1) year.

10.7 Seniority shall be cumulative during the period of layoff up to one (1) year.

10.8 An employee who is laid off and recalled within a single fiscal year shall return to the step that he or she left. An employee who is laid off and recalled in a subsequent fiscal year shall be advanced a maximum of one step.

10.9 An employee shall forfeit all seniority rights that accrued to him or her if he or she:

- a. terminates his or her employment voluntarily;
- b. is discharged for just cause;
- c. fails to give notice as required under the heading "recall" as set forth herein, or
- d. has been laid off for more than three (3) consecutive years.

10.10 Whenever a reduction in work force becomes necessary, employees will be laid off in order of their seniority and the employee with the least seniority in his or her classification

shall be laid off first. Employees subject to layoff shall have the right to bump any employee with less seniority in their classification.

10.11 For Layoffs ONLY, when the least senior employee in the affected classification is subject to layoff or subject to layoff due to bumping, then said employee shall have the right to bump the least senior employee within the relevant group listed below, if qualified for said position:

Group 1 – Support Staff
Senior Accounting Technician
Accounting Technician
Payroll Clerk

Group 2 – Custodian/Maintenance
Maintenance/Utility Person
Inventory Control Clerk
Groundskeeper/Custodian
Custodian

Group 3 – Secretary
Principal Secretary
Secretary I
Secretary/Bookkeeper
Secretary II
Nursing Assistant

Employees may waive bumping rights and elect to take the layoff.

10.12 Employees who are laid off in a lower classification may apply for a vacancy in a higher classification. Qualifications being equal, the senior employee shall be appointed if the employee is qualified.

10.13 Whenever it becomes necessary to increase the work force, laid off employees shall be recalled in order of their seniority, provided that the employee who is recalled is qualified and can perform the duties of the job called to.

10.14 For the purpose of this article, job abolishment shall be considered as a layoff.

10.15 If the employee and/or employees who are on layoff are recalled within one year, 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.

10.16 All employees shall be entitled to a four week notice of layoff.

10.17 When an employee is to be recalled, he or she shall be notified by the Employer by certified mail, return receipt requested. The employee shall notify the Employer in writing, within ten (10) calendar days after the date of receipt of the certified letter as to whether or not he/she intends to return to work. Failure by the employee to notify the Employer of the employee's intention to return or not to return to work shall be deemed to be cause for termination of employment. If the employee has notified the Employer of his or her intention to return to work any time within the ten (10) calendar day period of the receipt of the aforementioned certified letter, the employee shall be re-employed. No new employee shall be hired when any laid off employee who is qualified for the position is on layoff status.

10.18 The Employer may rotate or redeploy Custodial staff from one location to another as it deems necessary under the following formula:

1. By seniority (volunteer of least senior)
2. No rotation or redeployment shall be used to prohibit the use of overtime except through the use of a floater.
3. No rotation or redeployment can be used for punitive purposes.
4. Before any member of the Custodial staff can be redeployed or rotated, the Employer must utilize its floaters first.

10.19 All job classifications should have an accurate job description, including job qualifications and said description should be included on all postings.

ARTICLE 11
POSTING & FILLING OF VACANCIES AND TESTING

11.1 All new and vacant positions shall be sent by electronic means within ten (10) calendar days of their occurrence to all union employees. Said positions shall remain open for a period of ten (10) calendar days during the school year and fifteen (15) calendar days during the summer. The positions shall be filled within thirty (30) days after the close of the bid.

11.2 All time limits may be waived by mutual agreement.

11.3 With respect to lateral moves, all employees, other than Teacher Assistants, may bid for and/or transfer to another job within the bargaining unit. For all moves, that are lateral, with the exception of Teacher Assistants, job selection shall be based on the employee's seniority status as set forth in this Agreement and shall not require an interview.

11.4 Any employee that bids and is selected for a vacant position must be able to report for work and must begin work in the new position within one (1) pay cycle. If the employee is unable to begin in that time frame or does not begin in that time frame, then the position will be re-posted for bid and the original employee selected will remain in his/her current position, pursuant to all relevant provisions of this agreement and relevant law.

11.5 With respect to promotions, and the filling of vacancies or new jobs (caused by reasons other than layoff or leave of absence) other than lateral transfers, it is agreed that employees who desire to bid will do so in writing on forms supplied by the Employer. Such forms shall designate the job classifications, the rate of pay, the shift, and the location of the job. A copy of the form shall be furnished to the Employer, to the Local Union, and to the employee bidding for the position. Once the bidding is closed, the Employer shall select and/or promote and/or transfer the employee who meets the qualifications, and qualifications being equal, the employee with the most seniority.

The Employer and only the Employer shall have the sole right to determine which employee is most qualified. If no applicant from the bargaining unit meets the qualifications as specified in the bid, then the Employer has the right to select an applicant from outside the bargaining unit.

11.6 Whenever a job requirement is upgraded because of new equipment and/or technology, the Employer will provide in-house training for incumbents in the affected position to develop the necessary skills. For promotions, however, only qualified applicants will be considered unless the skills of the new job can be acquired by the employee within a thirty (30) day period in accordance with Section 11.7 of this agreement. The Employer reserves the right to require fully qualified applicants when it is determined that the skills of the new job cannot be acquired within said thirty (30) day period. (Example: promotions being: Custodian, Inventory Control or Groundskeeper to General Maintenance, Utility Person; Custodian to Lead Custodian 2nd Shift; Secretary I or Secretary II to Principal's Secretary; Teacher Assistant to Secretary).

11.7 If an employee, within a trial period of sixty (60) days, fails to acquire the skills for a new job or if a request is made by the employee within that time to return to his/her former position, he/she will be returned to his/her former position. The vacancy thus created shall be filled by the Employer using the remaining names of applicants compiled from the initial posting. If any such employee is removed at the end of the trial period, the employee shall have the right to grieve said removal.

11.8 When a position becomes vacant for reasons of retirement, termination of employment or other reasons, such position shall not be filled with a temporary employee. However, a temporary employee may be used during the posting period and until the position is filled in accordance with the timeliness outlined in Article 11.

11.9 For Teacher Assistant positions vacated after the start of the school year, the vacated

position will not be posted internally from within the bargaining unit, but will be posted and filled by advertising and hiring from outside the bargaining unit until the close of the school year. Said employee(s) who are hired externally shall be permanent employees of bargaining unit Local 2671. These positions will be filled only until the end of the school year whereby the position(s) shall be added to the job fair to be bid on accordingly by members of the Local 2671 bargaining unit.

11.10 The School Department will provide the Union with the name, address, date of hire and job location of all new employees within thirty (30) days of their date of appointment.

11.11a Temporary employees are those employees hired for a period of no more than sixty (60) working days. After the sixty (60) working days, the position will be posted and filled immediately in accordance with the Contract. If the position is not determined to be necessary, the temporary employee will be released on the sixty-first (61st) working day, unless mutually agreed upon by the parties.

11.11b No temporary employee can work more than sixty (60) working days in the same position unless mutually agreed upon by the parties. There will be no compounding of employees beyond sixty (60) working days for the same position unless mutually agreed upon by the parties.

11.11c Once appointed by the School Committee, employees shall receive the proper rate of pay for their classification retroactive to the effective date as approved by the School Committee resolution and action.

11.12 Testing

(a) The Superintendent shall review and revise promotional exams yearly to ensure that each exam is responsive to the qualifications, duties and responsibilities for each position with prior notification to the Union.

(b) All notices for exams shall be posted in all District and Union bulletin boards for a period of ten (10) working days and the notice will list the time, place, date, etc.

(c) All promotional exam notices shall list the minimum qualifications for said exam,

and the weight of all aspects for this exam.

(d) When applying for a position within an employee's classification, testing will not be required.

(e) Each employee can request his/her result scores from the Superintendent. The Superintendent or his/her designee will comply with said request.

ARTICLE 12

TEACHER ASSISTANTS

12.1 It is understood that the primary responsibility of the Teacher Assistant is servicing the needs of the special education student(s). Teacher Assistants are employed to support special education students; however, this does not preclude them from helping regular education student(s) within the context of the educational environment.

A. Teacher Assistant positions - There shall be two (2) categories:

1. Teacher Assistant classroom assignment
2. Teacher Assistant special assignment (to mean handicapped or any other assignment other than a self-contained classroom assignment).

B. Teacher Assistant:

1. If a classroom moves, the affected Teacher Assistant moves - no posting required.
2. If a classroom closes and another classroom opens, the new position will be posted and seniority and qualifications will prevail.
3. If a 1:1 Teacher Assistant has to be reassigned when his or her student is out five (5) or more days, they will be reassigned to a school with similar work hours. Teacher Assistants located in the Middle School or High School may only be reassigned to either the Middle School or High School. Teacher Assistants located in Elementary School may only be reassigned to another Elementary School.
4. In the event a Teacher Assistant becomes displaced during the school year, he/she will be placed in a temporary assignment by the Director of Student Services for the remainder of that school year. If no placement is available, Article 10.10 will be enforced.
5. Local Education Agency Support Staff Agreement (LEA)
 - A. Teacher Assistants applying for reassignment, transfer and/or recall shall list the

positions in which they are interested.

- B. All Teacher Assistants on the recall list must be recalled prior to the LEA appointing new Teacher Assistants.
- C. The LEA shall require all Teacher Assistants to participate in professional development that is structured and coordinated to ensure that all support staff meet their individual and district goals. The LEA shall monitor and evaluate the effectiveness of professional development and make necessary changes to support individual growth and the effectiveness of resources.
- D. Teacher Assistants applying for a vacancy shall be selected by the Superintendent. The Superintendent shall use objective criteria in filling the vacancy. The criteria are the applicant's past three evaluations, qualifications and seniority. If the most senior applicant with the required qualifications is not appointed, the Superintendent will indicate in writing the specific reasons why the evaluations prevented the Superintendent from appointing the most senior employee. The decision of the Superintendent shall be subject to the grievance and arbitration procedure.
- E. The parties agree that there shall be a language re-opener for this Support Staff Agreement only, effective July 1, 2012.

6. Any Teacher Assistant on leave of absence, and covered by this agreement, who wishes to participate in the Job Fair held in that year, must be able and available for work on the first day of school in that year.

7. Any Teacher Assistant returning from a leave of absence will return to his or her current position. If the position no longer exists, he or she will be reassigned by the Director of Student Services for the remainder of the school year.

C. Chain of Command is as follows:

- i. Elementary Schools:
 - a. Educator
 - b. Principal
 - c. Special Education Administrator
- ii. Middle School/High School:
 - a. Educator
 - b. Assistant Principal
 - c. Principal
 - d. Special Education Administrator

One-on-one Teacher Assistants must report directly to the case manager's classroom at the beginning and the end of each school day.

Duties:

1. Perform those instructional, functional and behavioral supports as assigned by the Educator, Principal and Special Education Administrator.
2. Work with groups of students reinforcing the Educator's planned and directed activities.
3. Perform those services necessary to help the teacher in his/her instructional lessons.
4. Assist special needs students throughout the day with their daily living skills this includes, but is not limited to life skills and executive functioning skills.
5. Perform all related tasks as assigned by the Special Education Case Manager, Principal and/or Assistant Principal and Special Education Administrator.

D. Being left alone in the classroom:

Teacher Assistants will not be left alone in the classroom (or other areas/activities) with student(s) except in cases of sudden emergency.

E. Special Training:

1. The Administration and the Union shall set up a Professional Development Committee which will provide input to the Administration relative to training and professional development opportunities provided by the Administration. The Administration agrees to offer free to all full-time Teacher Assistants professional development and training opportunities.

2. If requirements of an IEP change during the school year, and the current Teacher Assistant has not obtained the qualifications needed for the new standards, the current Teacher Assistants will be trained for the new requirements needed providing said training has not previously been offered to all full-time Teacher Assistants.

F. The Human Resource Department (Personnel) shall maintain records on file of all professional development workshops completed by each Teacher Assistant.

G. Teacher Assistant Job Fair.

Teacher Assistant Job Fair will be conducted in the month of August.

H. Teacher Assistants Return to Work Date:

The Student Services Department will notify, in writing, by the last day of school, all Teacher Assistants and Union President the date that Teacher Assistants are to report back to work for the academic year.

- I. Other articles in this contract pertaining to the rights and benefits of every employee will be adhered to when applicable.

12.2 Teacher Assistants are to perform instructional tasks, in addition to administrative tasks, including but not limited to, copying, filing, correcting papers as assigned by the Special Education Case Manager, Special Education Teacher, Special Education Administrator, and Principal. Teacher Assistants are not allowed to perform secretarial duties except in emergency circumstances with the approval of the Director of Student Services or the Superintendent.

ARTICLE 13

SECRETARIES

13.1 The Administration will notify, in writing, by August 1 of each year, all Secretary II (185 day employees) and the Union President the date the Secretary IIs are to report back to work for the academic year.

ARTICLE 14

SCHOOL CLOSING AND INCLEMENT WEATHER POLICY

14.1a When the Employer decides there will be "no school," 185 day employees will not be required to report for work and will not be paid. If the above day is made up as part of the school calendar year then said employees will be required to work and will be paid.

14.1b When the Employer decides there will be "no school," twelve month employees will not be required to report for work.

These provisions do not pertain to essential employees, who are required to report to work. Essential employees consist of maintenance/utility person, inventory control clerk, groundskeepers/custodians and lead custodians.

14.2 On days that schools are closed early because of inclement weather or other emergencies, all employees will not be required to remain in school and will be permitted to leave the building without loss of pay if the Superintendent has determined that the situation will cause probable hardship or injury to the personnel. Notification by the Superintendent through the Building Administrator is required.

14.3 In cases of a major snow storm, blizzard, hurricane, tornado, or other emergencies, the Superintendent may allow all employees to arrive later, leave earlier, or not to report at all without loss of pay on any given work shift. Notification by the Superintendent through the Building Administrator is required.

14.4 If the Superintendent or his designee authorizes that a certain amount of employees must remain on duty to maintain contact with the public and carry on crucial work, then said employees shall be paid their regular pay and in addition, shall be granted time and one-half (1 1/2) for all hours worked. For this section, the Designee will be all Principals and Administrators.

ARTICLE 15

HEALTH & SAFETY

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

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

15.3 If an employee feels that his or her work requires him or her to be in unsafe or unhealthy

situations, the employee should talk first with the building administrator or his or her immediate supervisor. If the employee is not able to receive satisfaction at this level, he or she may refer this matter in writing, to the Superintendent.

15.4 The supervisor or the Superintendent shall take prompt and appropriate action to correct any unsafe conditions or actions which are reported to or observed by him or her.

15.5 Safety suggestions made by the employees may be presented to the Employer through the Union; the Employer shall respond in writing to such suggestions.

ARTICLE 16
BEREAVEMENT LEAVE

16.1 All employees 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, father-in-law, mother, mother-in-law, spouse, brother, sister, child or any person living in the member's household.

16.2 All employees covered by this agreement shall be granted a leave with full pay for three (3) days for a death of the employee's step-mother, step-father, step-brother, step-sister, step-child, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandchild, or grandparent.

16.3 In cases of death of a relative other than as provided above, a leave of absence with pay shall be given for not more than one (1) day.

ARTICLE 17
PERSONAL LEAVE

17.1a All year-round employees covered by this agreement shall be allowed to take two (2) personal leave days with pay each year.

17.1b All 185 day employees covered by this agreement shall be allowed to take one (1) personal leave day with pay each year.

17.1c Personal days and comp days shall not be used on the first day of school or the last day of school without the approval of the Superintendent. The Superintendent's decision is final in all respects and may not be grieved or appealed in any fashion.

17.2 Personal leave requests must be submitted to the Superintendent on the leave of absence form at least five (5) working days in advance, except in cases of emergency, in which case, the leave of absence form will be completed upon the employee's return, noting the reason for the emergency personal day request.

ARTICLE 18

JURY DUTY

18.1 In the event of a call to Jury Duty, an employee will be granted a leave of absence with pay for required Jury Duty or other legal proceedings which the employee is required by law to attend. Any monies received from the courts by the employee for compensation for Jury Duty, other than that paid for meals and parking in Massachusetts, shall be returned to the employer upon receipt.

ARTICLE 19

MILITARY TRAINING LEAVE

19.1 Full time employees who, by reason of their membership in the United States Military, Naval or Air Reserve of Rhode Island National Guard, are required by the appropriate authorities to participate in training activities, shall be granted military training leave with pay equal to the difference between the amount said employee would have received had he or she remained in the continuous employ of the Employer and the amount he or she actually received on military training leave provided, however, that such difference, if any, shall cover a time period not

exceeding ten (10) work days in any single calendar year.

ARTICLE 20

EXTENDED MILITARY LEAVE

20.1 Any employee who enlists or is inducted into the Armed Forces of the United States shall be granted such service leave without pay.

20.2 Upon return to his or her duties, the employee shall be placed on the appropriate step in the salary scale as if he or she had never left. Increment credits shall not accrue beyond a maximum of four (4) years. Seniority rights shall be maintained to a maximum of four (4) years. Re-employment rights shall be consistent with Federal Regulations.

ARTICLE 21

MATERNITY/CHILD REARING LEAVE

21.1 Any employee who is pregnant, may work up to the time stated by her physician and may return at the time stated by her physician. An employee may use sick leave days to cover that portion of time she is unable to work during her pregnancy.

21.2 Child Rearing leave without pay shall be granted to permanent employees upon request. Such leave shall not begin later than the time the child is six months old or six months after adoption or legal guardianship of a child commences and shall not exceed one year in duration. When applicable State or Federal Law exceeds the provisions herein, the State or Federal Law will prevail.

21.3 During periods when an employee is on leave due to Maternity or Child Rearing Leave, the Employer shall not post the position and may fill the position with a temporary employee during the period of the leave.

21.4 Child Rearing leave shall be without pay and benefits except for Hospital and Medical

coverage, which shall terminate thirty (30) days after the employee is out of work on approved Child Rearing leave. Said employee shall be allowed to continue their health coverage after the thirty (30) day period at the group rate. When applicable State or Federal Law exceeds the provisions herein, the State or Federal Law will prevail.

ARTICLE 22

SICK LEAVE

22.1 Sick leave with pay shall be granted to employees covered by this agreement. Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness, exposure to contagious disease, or injury not compensable under Worker's Compensation. Employees will make reasonable efforts to schedule medical appointments during non-work hours.

22.2 In the case of illness in the employee's household, an employee covered by this agreement shall be allowed a maximum of seven (7) days per year with pay to be deducted from the personal sick leave balance.

22.3 Sick leave shall be granted at the rate of 19 working days, accumulated to one hundred seventy (170) days.

22.4 185 day employees shall be granted sick leave at the rate of 15 working days, accumulated to one hundred fifty (150) days.

22.5 In every case where employees shall be absent due to illness for a period of three (3) consecutive work days, or for a total of ten (10) work days within a period of three (3) months, the said employee shall present to the Employer a certificate from a physician attesting to such illness if requested by the Employer. No sick leave shall be paid to the employee until the documentation is provided to the Employer. The Employer retains the full option to require an employee to submit to an examination by a doctor of the Employer's choice in cases where there is evidence of or suspicion of sick leave abuse. The cost of this exam shall be borne entirely by the Employer.

22.6 Sick leave shall be payable only with respect to a workday on which the employee would otherwise have worked and shall in no event apply to an employee's scheduled day off, holiday, vacation, leave of absence or to any day for which an employee has received full pay.

22.7 Employees shall be notified during July of each year of the amount of sick leave accrued to their credit.

22.8 There shall be no loss of wages or sick leave allotment when any employee is subject to quarantine by an official order of the Health Department for reason other than the personal illness of the employee, provided the quarantine does not exceed five (5) days.

22.9 Extended sick leave with pay may be granted at the Superintendent's discretion to all employees covered by this agreement in accordance with the following stipulations and schedules:

- | | | |
|----|--|----------------------------|
| A. | <u>Length of Service</u> | <u>Amount</u> |
| | Date of hire to end of tenth (10) year | Five (5) days extended |
| | Beginning of eleventh (11) year to end of twentieth (20) year. | Ten (10) days extended |
| | Over twenty (20) years of service | Fifteen (15) days extended |
- B. Extended sick leave may be granted by the Superintendent only after the expiration of all accumulated regular sick leave.
- C. Extended sick leave shall not be cumulative.
- D. The Superintendent's decision is final in all respects and may not be grieved or appealed in any fashion.

22.10 SICK LEAVE BANK

- A. For the purpose of this agreement, all employees shall be notified each July of the amount of sick leave accrued to their credit and extended sick leave taken. In addition to accumulative sick leave and extended sick leave, employees shall be eligible to participate in a Sick Leave Bank by contributing three (3) accumulative sick leave days. Newly hired employees may enroll in the Sick Leave Bank on July 1st after accumulating 12 sick days.

- B. The Sick Leave Bank may be accessed only by those employees who have enrolled in the Bank through their annual contribution. Any employee who is enrolled and who has exhausted his or her accumulative sick leave and extended sick leave and has a catastrophic illness, physical or mental, documented by a medical doctor who is AMA certified, may be eligible to apply to the Sick Leave Bank to access up to 255 lifetime sick days. This total shall be renewable after fifteen (15) years of service in Lincoln. The Sick Leave Bank shall be jointly managed by the Superintendent, the Union President, (or his designee), an administrative designee, and a union member, to be appointed by the Union and this committee. This four member committee shall determine the eligibility of the employee requesting to access the Sick Leave Bank. This committee shall meet within ten (10) working days of receiving a request to access the Sick Leave Bank. All decisions of the committee will be final, binding, and not subject to the grievance process.
- C. Employees who have accessed the Sick Leave Bank shall be provided a statement of lifetime sick days used at the beginning of any school year following utilization.
- D. On an as needed basis, the membership may be petitioned to contribute additional sick days. This would be purely voluntary.
- E. The aforementioned Sick Leave Bank policy will be reevaluated annually.
- F. All communication to and from the committee shall remain confidential.
- G. A member request for access to the Sick Leave Bank days will be accompanied by a review of the applicant's prior use/record of sick leave.
- H. A request will not be considered without adequate documentation.

22.11 Upon resignation, a resigning bonus as defined in the next sentence will be paid to employees who have twenty (20) years longevity in Lincoln School Department.

22.11a An employee who terminates his/her service whether voluntarily, involuntarily or otherwise (except if pre-disciplinary process or termination proceeding for just cause has commenced) shall be entitled to fifty dollars (\$50.00) per day for up to one hundred (100) days of unused sick leave.

22.12 In the event that a School Secretary or Teacher Assistant is to be absent, he or she shall use AESOP or its EQUIVALENT no later than one (1) hour prior to the start of the scheduled work day. The absent employee is not responsible to arrange for a substitute.

22.13 In the event that a Custodial, Inventory Control, Maintenance or Groundskeeper employee

is to be absent, he or she or his/her designee is to call the Director of Non-Instructional Operations on the IP Office System and leave a message no later than one (1) hour prior to the starting time of his or her shift. In the event that a Custodial, Inventory Control, Maintenance or Groundskeeper or his or her designee is calling in his or her absence less than an hour prior to his or her starting time, he/she must call the Director of Non-Instructional Operations directly to report his or her absence.

ARTICLE 23 **ON-THE-JOB INJURY**

23.1 All employees covered by this agreement shall be covered by Workers' Compensation Insurance.

23.2 All employees who are absent because of an on-the-job injury or illness shall receive their full pay until the claim is accepted. The first three (3) days of absence due to compensable injury or illness are not covered by Workers' Compensation but shall be deducted from the employee's available sick days. There will be no district payment in excess of Workers' Compensation payment on claims filed after 11-1-2011.

ARTICLE 24 **PROBATIONARY EMPLOYEES**

24.1 New employees shall be considered probationary employees until they have been employed for a period of one hundred twenty (120) calendar days. Upon completion of this probationary period, the employee shall be placed on the seniority roster and the effective date of his or her seniority shall be the first day of his or her appointment. However, medical plans in effect with the Union shall include said probationary employees commencing the month following hire. An employee may be dismissed without recourse during the probationary period. Probationary employees may not bid on jobs until their one hundred and twenty (120) calendar

days of probation has been completed.

24.2 Probationary employees shall be evaluated on a monthly basis by their appropriate superior on the approved evaluation forms.

ARTICLE 25
UNION COMMITTEE AND TIME OFF

25.1 Designated Union officials shall be granted time off with pay during working hours to attend hearings, meetings, conferences, and contract negotiations with School Department officials.

25.2 Designated Union officials shall be granted time off with pay during working hours to seek to settle grievances at a maximum of two (2) officials at the first step of the grievance procedure and three (3) officials at or beyond step two of the grievance procedure.

25.3 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.

25.4 The Union shall be permitted to use school buildings for union meetings, at no charge, providing members of the bargaining unit assume responsibility for said facilities and the Superintendent receives a use of building form.

25.5 Two (2) designated Union representatives shall be granted time off with pay for a maximum of two (2) days per contract year to attend AFSCME International, Regional or State Conventions with the knowledge of the Superintendent and with twenty (20) days advanced written notice. A maximum of three (3) additional days time off, without pay, shall be granted by the Superintendent to a Union representative to attend a specific AFSCME International, Regional or State Convention with twenty (20) days advance written notice to the Superintendent.

25.6 Council 94 Staff Representatives or Attorneys shall have access to school buildings during

working hours to conduct Union Business, upon notification to the school official in charge of the building. When notification of the presence of a Council 94 Agent is possible, the Superintendent will be notified of such presence.

ARTICLE 26

BULLETIN BOARDS

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

ARTICLE 27

LEAVE OF ABSENCE

27.1 Upon written application to the Superintendent, employees may, in the reasonable discretion of the Superintendent, be granted a leave of absence without pay for up to twenty (20) days per year. Said request must be made in writing to the Superintendent ten (10) working days prior to the leave. Employees who request unpaid leave will not be eligible to receive holiday or sick leave pay during this period.

27.2 It is agreed that leaves of absence for personal reasons, illness, disability, or other purposes deemed proper by the Superintendent, may be granted by the School Committee 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 thirty (30) working days in advance to the Superintendent. The Union shall be notified of the School Committee decision.

27.3 At the expiration of such leave, as outlined in sections 1 and 2 above, the employee shall be returned to the position from which he or she is on leave at the same step of the then current range for his or her classification.

ARTICLE 28
DISCIPLINE, DISCHARGE AND SUSPENSION

28.1 The Employer shall have the unquestioned right to discharge any new employee during said employee's probationary period of one hundred twenty (120) calendar 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:

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. However, the employee may bring a Union representative. Initial minor infractions, irregularities, or deficiencies shall be privately brought to the attention of the employee. After a period of two (2) years, if the employee has not committed any further infractions of appropriate rules and regulations, written reprimands shall be expunged from the employee's personnel records. Each employee shall be furnished with a copy of all performance 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 written permission from the employee. The Employer agrees with the concept of progressive discipline; and disciplinary action or measures may include one of the following, dependent upon the severity of the infraction:

1. Oral Reprimand
2. Written Reprimand
3. Suspension without pay
4. Demotion where appropriate
5. Discharge

28.2 All charges (other than those which would result in an oral reprimand) against an employee

shall be made in writing and signed by the person making the charge, with one copy to 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.

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

28.4 An employee may be suspended with pay for a period not to exceed thirty (30) days for the purpose of investigating a charge of misconduct.

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

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

28.7 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.

28.8 A decision, in writing, shall be made within ten (10) working days after the termination of the hearing. A copy of such decision shall immediately thereafter be furnished to the Union and to the employee involved, by certified mail, return receipt requested, or hand delivered with receipt required.

28.9 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 or she overrules the Employer's decision with respect to the suspension, discharge, or discipline.

ARTICLE 29
VACATION

29.1 All twelve (12) month employees covered by this agreement shall be granted vacation with pay in accordance with the following schedule:

<u>Years of Service</u>	<u>Vacation</u>
0 up to 1 year	accrue 1 day per month
1 year up to 5 years	accrue 1.42 days per month
5 years up to 10 years	accrue 1.5 days per month
10 years up to 15 years	accrue 1.75 days per month
15 years up to 18 years	accrue 2 days per month
18 years or more	accrue 2.17 days per month

29.2 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 or her vacation credits, such employee or his or her estate shall, on such termination be entitled to receive full pay for each hour of vacation to his or her credit as of the termination date.

29.3 Vacation will be accrued on a monthly basis. Vacation shall be used as accrued in full day increments and used within the fiscal year in which it is accrued. Up to five (5) days of vacation may be carried over from one year to the next year with prior approval of the Superintendent except for illness. Any time less than a full day will be carried over to the next year. If a worker is unable to perform his/her duties due to illness, the total vacation days will be carried over for one additional calendar year.

29.4 Employees shall be allowed to take their vacation at one (1) day intervals with prior approval from their immediate superior.

29.5 Each employee will be supplied with an annual accrued hours report (on an annual basis) stating the number of vacation days they have to their credit.

29.6 Each employee shall receive a schedule of his/her vacation time during the month of July of each year.

29.7 Employees shall not be restricted to taking the amount of vacation due to them at the time vacation schedules are assigned, provided, however, that management reserves the right to limit the number of employees on vacation at any one time to provide for necessary coverage.

29.8 When an employee transfers from a 185 day employee to a twelve (12) month employee he/she shall be entitled to one (1) day vacation for every month worked after the date of transfer until said employee completes one (1) full year of service as a twelve (12) month employee. On July 1st following the completion on one (1) year of service the employee will be credited with twenty five (25%) of said employees years of service as a 185 day employee towards years of service as a twelve (12) month employee for the purpose of calculation of entitlement to vacation days as stated in Article 29.1.

ARTICLE 30

WORKING IN HIGHER CLASSIFICATION

30.1 If an employee is assigned to work in a higher classification for five (5) consecutive days or more, said employee shall receive the rate of pay commensurate with said classification for all hours worked in said higher classification. Written authorization from the Superintendent or his/her designee must be obtained prior to the employee being assigned.

ARTICLE 31
SEVERANCE PAY

31.1 All employees who terminate their service, whether voluntary, involuntary or otherwise (except termination for just cause), shall receive a severance pay according to the following formula:

<u>Years of Service</u> <u>the Lincoln School System</u>	<u>Amount of Severance</u> <u>Pay in Days</u>
Completion of 10 years	18 days pay
Completion of 15 years	26 days pay
Twenty years or more	34 days pay

This amount will be paid in separate check and will be due to the employee no later than ten (10) days following the employee's last date of employment.

ARTICLE 32
HEALTH AND WELFARE

32.1 The District Standard Plan is described in the attached Exhibit B.

All Bargaining Unit members shall be responsible through payroll deduction for the co-payment towards the cost of all healthcare benefits offered by the District and referred to in the attached Exhibit B and as set out below:

Effective July 1, 2018	15%
Effective July 1, 2019	15%
Effective July 1, 2020	15%

Providing the health care provider and all plan benefits remain the same as our current plan.

In the event an employee who switches from standard health care plan to a less expensive plan (offered by the District) during the terms of this agreement said employee shall receive a one time payment of ½ the annual savings to the District.

Effective July 1, 2018 – June 30, 2019, the employees will remain on the same \$0 deductible plan as was in place from July 1, 2017 – June 30, 2018.

Effective July 1, 2019, the employees will have a 250 (individual)/500 (family) deductible plan as provided in the attached Exhibit B.

A copy of both plans are attached to the CBA.

32.2 In the event that either the individual or the family plans offered under this Agreement become subject to the Cadillac Tax, the parties will negotiate and agree to a plan that does not impact the Cadillac Tax.

32.3 Any employee who elects not to participate in the Health Care Plan assumed by the School Committee may instead receive a payment of \$1,000.00 a year and \$447.60 for dental. This amount is identical if an employee has an individual or group plan.

32.4 The Employer shall provide and assume all premium expenses for a Group Term Life Insurance policy for each member of the bargaining unit as follows:

\$50,000	Individual Member
6,000	Spouse
3,000	Child (\$500.00 during first six (6) months)

The Employer's contract with the insurance carrier incorporates a provision whereby retirees' are allowed to retain participation in the life insurance policy at the amount of the policy

level that prevailed at the point of their retirement for the employee only. The cost for continued coverage is the annual group rate which the retiree must pay to our business office. This provision in the contract does not require any additional pre-qualification conditions nor certifications to maintain eligibility.

In the event the Employer changes their insurance carrier, they will still provide a provision for members of Local 2671 to retain participation in the life insurance policy in the manner mentioned above upon their retirement for the employee only.

32.5 Group Prepaid Legal Insurance - The District shall provide and assume 1/2 the premium expense for the legal insurance policy for all employees who desire such insurance, effective July 1, 2008. All employees who desire a change in such insurance must notify the Human Resource Department yearly by June 1st of their intent. Absent such notice, the employee's status shall remain the same until the end of the following fiscal year.

32.6 In case of death of an employee of the bargaining unit, the School Committee agrees to pay the full cost of family coverage Medical Plan for the deceased member's family for a period of one (1) year.

32.7 All members of the bargaining unit shall have the option of participating in the plans offered by the District. If the Standard Plan is less costly than the other plans, the difference will be directly paid by the employee.

32.8 Members of the bargaining unit may continue their membership in each of the health and welfare plans provided by the Employer, at the member's expense, when a member is on an approved unpaid leave of absence. The limit of this benefit is a period not to exceed one (1) year.

32.9 All employees who retire after the age of fifty-eight (58) and who have completed ten (10) years of continuous service shall be allowed to pay for the District's Standard Healthcare Plan as

referenced in Exhibit B at the group rate until they reach the age of sixty-five (65).

32.10 An employee may elect to withhold health benefits, co-payment in compliance with IRS Code Section 125. A Cafeteria Plan which is in compliance with IRS Code Section 125 will be made available to all members of the bargaining unit.

ARTICLE 33
GRIEVANCE PROCEDURE

33.1 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.

33.2 A grievance shall be presented by the aggrieved employee and/or by the Union within ten (10) working days following the monthly Local's Executive Board meeting scheduled for the first (1st) Wednesday of every month unless otherwise noted.

33.3 Grievances arising out of the interpretation and/or application of this contract shall be handled in the following manner:

STEP 1 A grievance shall be reduced to writing and presented to the employee's immediate supervisor, who shall respond in writing to the grievance within ten (10) working days.

STEP 2 If the grievance is not resolved according to Step I above, within three (3) days of the supervisor's response, the aggrieved employee and the Union shall submit the grievance to the Superintendent. The Superintendent shall meet with the Union within ten (10) working days of the Union's request for a meeting to conduct a hearing on the grievance. The Superintendent shall render a written decision to the Union within ten (10) working days of the meeting.

STEP 3 If the grievance is not resolved according to Step 2 above, the aggrieved and the Union shall have ten (10) working days following the Superintendent decision to request a hearing before the School Committee. The School Committee shall schedule a hearing within thirty (30) working days of the Union's request. The Superintendent shall, by direction of the School Committee, contact the Union and they shall arrange a mutually agreed upon time and place to conduct the hearing. Within ten (10) working days after the hearing, the Superintendent shall, by direction of the School Committee Chairperson, notify the Union, in writing, of the decision of the School Committee.

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

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

33.5 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.

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

ARTICLE 34

ARBITRATION

34.1 If the grievance is not resolved according to Article 31 above, such grievance shall,

at the request of the Union, be referred to the American Arbitration Association or the Labor Relations Center (LRC) in accordance with its rules. The parties may mutually agree to an alternate method of arbitration. The Union shall furnish a copy of any request for arbitration to the Superintendent.

34.2 All submissions to arbitration must be made within thirty (30) days after the grievance procedure decision at Step 3.

34.3 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 split equally between the Employer and the Union. It is further agreed that no appeal shall be taken except on the grounds that the decision was procured by fraud or that the arbitrator exceeded his authority.

ARTICLE 35

TOOLS AND CLOTHING

35.1 The Employer shall furnish all necessary foul weather clothing for the performance of the employee's assigned duties.

35.2 The Employer shall furnish all tools and equipment necessary for the performance of the employee's assigned duties, including work belt upon request.

35.3 Grounds keepers shall be supplied with shorts and tee shirts for outside work.

35.4 The Employer agrees to purchase three sets of uniforms each year on July 1st for all custodian and maintenance employees covered by this agreement. Said uniforms to consist of three (3) shirts and three (3) pairs of pants and one (1) additional shirt for new employees. The maintenance of said uniforms shall be the responsibility of the employee and they shall be required to wear the uniforms in the performance of their responsibilities during the school year

and at school related functions.

ARTICLE 36
EMPLOYEE EVALUATION

36.1 All Employees who have completed their probationary period shall be evaluated annually by his/her immediate supervisor using the agreed upon form. The Director of Non-Instructional Operations may attend the evaluation meeting when applicable.

ARTICLE 37
EDUCATIONAL OPPORTUNITIES

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

37.2 All support staff employees shall be allowed to attend and participate in scheduled in-service days, as appropriate.

37.3 All employees covered by this agreement will receive one-hundred (\$100) dollars per annum for every three (3) credit hours of college level course work they successfully complete up to a maximum of fifteen (15) credit hours. Courses must be aligned with Employer's goals and related to the employee's job responsibilities. Prior to taking a course, the employee must obtain written approval from the Superintendent in order to be eligible to receive this stipend.

ARTICLE 38
NO STRIKE/NO LOCKOUT

38.1 The Union will not cause, call or sanction any strike, work stoppage or slow-down, nor will

the Employer lock out its employees during the term of this agreement.

ARTICLE 39

LONGEVITY

39.1 Longevity payments shall be computed based on the employee's anniversary date of employment and shall be paid in a lump sum the first pay period following the employee's anniversary. The payroll bucket for number of payrolls must be set to thirteen (13), for that payroll only, so that the correct amount of income tax is withheld. The number of payrolls must be reset to twenty-six (26) once the lump sum longevity payment is made. Longevity lanes shall be increased as follows:

Completion of ten (10) years	1,182.50
Completion of fifteen (15) years	1,512.50
Completion of twenty (20) years	1,897.50

ARTICLE 40

SEVERABILITY CLAUSE

40.1 Should any article, section or portion thereof of this agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply to the specific article, section or portion thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof.

ARTICLE 41

T.D.I.

41.1 All employees covered by this agreement shall be eligible for Rhode Island Temporary Disability Insurance (T.D.I.) at the expense of the individual employee. The Employer agrees to deduct the appropriate amount from each employee's pay and remit said amounts to T.D.I. insurer. There shall be only one such approved T.D.I. insurer able to provide this insurance to participants in the Lincoln Public Schools.

The provided contract must be a minimum of three (3) years in length unless canceled by the provider.

ARTICLE 42

SALARY SCHEDULE

42.1 All employees shall be granted a one-step increase each fiscal year until they reach the maximum of their grade.

42.2 Employees who are transferred to a higher classification shall be placed on the same step as they were prior to the transfer.

42.3 It is agreed that all employees will receive a salary in accordance with the pay plan set forth in Appendix A as follows.

42.4 All employees shall receive twenty-six (26) pay checks per year.

42.5 All pay rates shall be posted on the employee's pay stub.

42.6 Effective July 1, 2018 2.00% raise for all employees. Retroactive to July 1, 2018

Effective July 1, 2019 2.00% raise for all employees

Effective July 1, 2020 1.50% raise for all employees

ARTICLE 43
MUNICIPAL EMPLOYEES RETIREMENT PLAN

43.1 Effective July 1, 2011, all new employees must participate in the John Hancock retirement.

ARTICLE 44
JOB SHARING

44.1 In the event two members of the RI Council 94, AFSCME, AFL-CIO, Local 2671, who are Lincoln School Department employees, request to job-share, the members will submit a request by May 1st of the preceding year along with a proposal to the School Superintendent detailing the plan of shared responsibilities and, the days and/or hours to be worked by each employee. Both employees must agree to attend any in-service activities but financial remuneration shall not be given should the result exceed the amount budgeted for that position that year.

The permission to job-share is at the sole discretion of the Superintendent of Schools and must be renewed annually.

All financial considerations such as fringe benefits and leave provisions will be prorated among the status each individual maintains.

ARTICLE 45
TERMINATION OF AGREEMENT

45.1 This agreement shall become effective on the 1st day of July 1, 2018 and shall remain in full force and effect until the 30th day of June 2021. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred twenty (120) days prior to the anniversary date that it desires to modify this agreement. In the event that such notice is given, negotiations shall be not

later than thirty (30) days prior to the anniversary date.

45.2 The parties agree that the existing agreement shall remain in full force and effect until changed by the parties as a result of negotiations, a binding arbitration decision or by law.

IN WITNESS WHEREOF, we, the undersigned hereunto set our hands and seals on this _____ day of _____ 2019.

RI COUNCIL 94, AFSCME:

LINCOLN SCHOOL DEPARTMENT:

Attorney/Sr. Staff Representative

Chairperson

President, Local 2671

Vice Chairperson

EXHIBIT A
COUNCIL 94 HOURLY RATES – Hired After 1/1/96
July 1, 2018 – June 30, 2021

Custodian 2nd Shift Hired after 1/1/96

Step	2018-2019 2%	2019-2020 2%	2020-2021 1.5%
1	\$ 19.22	\$ 19.60	\$ 19.89
2	\$ 19.67	\$ 20.06	\$ 20.36
3	\$ 20.01	\$ 20.41	\$ 20.72
4	\$ 20.36	\$ 20.77	\$ 21.08
5	\$ 20.99	\$ 21.41	\$ 21.73
6	\$ 21.42	\$ 21.85	\$ 22.18
7	\$ 21.78	\$ 22.22	\$ 22.55
8	\$ 22.12	\$ 22.56	\$ 22.90
9	\$ 22.46	\$ 22.91	\$ 23.25
10	\$ 24.62	\$ 25.11	\$ 25.49
18	\$ 25.45	\$ 25.96	\$ 26.35

**Custodian, Inventory Control, Groundskeepers Hired
after 1/1/96**

Step	2018-2019 2%	2019-2020 2%	2020-2021 1.5%
1	\$ 18.30	\$ 18.67	\$ 18.95
2	\$ 18.71	\$ 19.08	\$ 19.37
3	\$ 19.05	\$ 19.43	\$ 19.72
4	\$ 19.38	\$ 19.77	\$ 20.07
5	\$ 20.00	\$ 20.40	\$ 20.71
6	\$ 20.40	\$ 20.81	\$ 21.12
7	\$ 20.74	\$ 21.15	\$ 21.47
8	\$ 21.10	\$ 21.52	\$ 21.84
9	\$ 21.41	\$ 21.84	\$ 22.17
10	\$ 23.44	\$ 23.91	\$ 24.27
18	\$ 24.19	\$ 24.67	\$ 25.04

**Secretary II, Secretary/Bookkeeper, Secretary I
Hired after 1/1/96***

Step	2018-2019 2%	2019-2020 2%	2020-2021 1.5%
1	\$ 18.30	\$ 18.67	\$ 18.95
2	\$ 18.71	\$ 19.08	\$ 19.37
3	\$ 19.05	\$ 19.43	\$ 19.72
4	\$ 19.38	\$ 19.77	\$ 20.07
5	\$ 20.07	\$ 20.47	\$ 20.78
6	\$ 20.44	\$ 20.85	\$ 21.16
7	\$ 20.78	\$ 21.20	\$ 21.52
8	\$ 21.13	\$ 21.55	\$ 21.87
9	\$ 21.45	\$ 21.88	\$ 22.21
10	\$ 23.43	\$ 23.90	\$ 24.26
18	\$ 24.20	\$ 24.68	\$ 25.05

*Effective 7/1/08 Secretary II Salary Schedule combined with
Secretary/Bookkeeper, Secretary for salary purposes only

**Payroll Clerk; Principal Sec'y, Acctg Technician, hired after
1/1/96**

Step	2018-2019 2%	2019-2020 2%	2020-2021 1.5%
1	\$ 21.10	\$ 21.52	\$ 21.84
2	\$ 21.44	\$ 21.87	\$ 22.20
3	\$ 21.87	\$ 22.31	\$ 22.64
4	\$ 22.22	\$ 22.66	\$ 23.00
5	\$ 22.97	\$ 23.43	\$ 23.78
6	\$ 23.33	\$ 23.80	\$ 24.16
7	\$ 23.79	\$ 24.27	\$ 24.63
8	\$ 24.18	\$ 24.66	\$ 25.03
9	\$ 24.57	\$ 25.06	\$ 25.44
10	\$ 26.86	\$ 27.40	\$ 27.81
18	\$ 27.66	\$ 28.21	\$ 28.63

General Maint; Utility Person hired after 1/1/96

Step	2018-2019 2%	2019-2020 2%	2020-2021 1.5%
1	\$ 21.11	\$ 21.53	\$ 21.85
2	\$ 21.47	\$ 21.90	\$ 22.23
3	\$ 21.87	\$ 22.31	\$ 22.64
4	\$ 22.22	\$ 22.66	\$ 23.00
5	\$ 22.92	\$ 23.38	\$ 23.73
6	\$ 23.33	\$ 23.80	\$ 24.16
7	\$ 23.79	\$ 24.27	\$ 24.63
8	\$ 24.18	\$ 24.66	\$ 25.03
9	\$ 24.58	\$ 25.07	\$ 25.45
10	\$ 26.86	\$ 27.40	\$ 27.81
18	\$ 27.65	\$ 28.20	\$ 28.62

Teacher Assistant Hired after 1/1/96

Step	2018-2019 2%	2019-2020 2%	2020-2021 1.5%
1	\$ 18.41	\$ 18.78	\$ 19.06
2	\$ 18.66	\$ 19.03	\$ 19.32
3	\$ 18.96	\$ 19.34	\$ 19.63
4	\$ 19.21	\$ 19.59	\$ 19.88
5	\$ 20.16	\$ 20.56	\$ 20.87
6	\$ 20.38	\$ 20.79	\$ 21.10
7	\$ 20.67	\$ 21.08	\$ 21.40
8	\$ 20.96	\$ 21.38	\$ 21.70
9	\$ 21.25	\$ 21.68	\$ 22.01
10	\$ 23.00	\$ 23.46	\$ 23.81
18	\$ 23.77	\$ 24.25	\$ 24.61

Sr. Accounting Technician Hired after 1/1/96

Step	2018-2019 2%	2019-2020 2%	2020-2021 1.5%
1	\$ 26.17	\$ 26.69	\$ 27.09
2	\$ 26.56	\$ 27.09	\$ 27.50
3	\$ 26.94	\$ 27.48	\$ 27.89
4	\$ 27.29	\$ 27.84	\$ 28.26
5	\$ 28.04	\$ 28.60	\$ 29.03
6	\$ 28.40	\$ 28.97	\$ 29.40
7	\$ 28.47	\$ 29.04	\$ 29.48
8	\$ 29.26	\$ 29.85	\$ 30.30
9	\$ 29.64	\$ 30.23	\$ 30.68
10	\$ 31.94	\$ 32.58	\$ 33.07
18	\$ 32.72	\$ 33.37	\$ 33.87

EXHIBIT B

DISTRICT STANDARD HEALTH PLAN SUMMARIES

(A) July 1, 2018 – June 30, 2019

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services
 Blue Cross & Blue Shield of Rhode Island: HealthMate Coast-to-Coast

Coverage Period: 07/01/2018 - 06/30/2019
 Coverage for: See below Plan Type: PPO

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

Important Questions	Answers	Why this Matters:
What is the overall deductible?	For Out-of-Network providers \$200 for an individual plan / \$600 for a family plan.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.
Are there services covered before you meet your deductible?	Yes. Doesn't apply to some services with a fixed dollar copay and prescription drugs.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply.
Are there other deductibles for specific services?	No	You don't have to meet deductible for specific services.
What is the out-of-pocket limit for this plan?	For In Network providers \$6350 for an individual plan / \$12700 for a family plan. For Out-of-Network providers \$6350 for an individual plan / \$12700 for a family plan.	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premiums, balance-billed charges and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network provider?	Yes. See www.BCBSRI.com or call 1-800-639-2227 or (401) 459-5000 for a list of network providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	No	You can see the specialist you choose without a referral.

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

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$10 copay; deductible does not apply per visit	\$10 copay plus 20% coinsurance per visit	None
	Specialist visit	\$10 copay; deductible does not apply per visit	\$10 copay plus 20% coinsurance per visit	None
If you have a test	Preventive care/screening/immunization	No Charge; deductible does not apply	\$10 copay plus 20% coinsurance	Member liability for Out-of-Network is based on services received. You may have to pay for services that aren't preventive. Ask your provider if the services you need are preventive. Then check what your plan will pay for. For additional details, please see your plan documents or visit www.BCBSRL.com/providers/policies
	Diagnostic test (x-ray, blood work) Imaging (CT/PET scans, MRIs)	No Charge; deductible does not apply No Charge; deductible does not apply	20% coinsurance 20% coinsurance	Preauthorization is recommended for certain services

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.BCBSRI.com .	Tier 1 generally low cost generic drugs	\$5 copay; deductible does not apply per prescription (retail) \$15 copay; deductible does not apply per prescription (mail-order)	Not Covered	No charge for certain preventive drugs; Preauthorization is required for certain drugs; Infertility drugs: 20% coinsurance; deductible does not apply
	Tier 2 generally high cost generic and preferred brand name drugs	\$15 copay; deductible does not apply per prescription (retail) \$45 copay; deductible does not apply per prescription (mail-order)	Not Covered	
	Tier 3 non-preferred brand name drugs	\$30 copay; deductible does not apply per prescription (retail) \$90 copay; deductible does not apply per prescription (mail-order)	Not Covered	
	Tier 4 specially prescription drugs	\$30 copay; deductible does not apply per prescription (Specialty pharmacy)	50% coinsurance	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No Charge; deductible does not apply	20% coinsurance	Preauthorization is recommended
	Physician/surgeon fees	No Charge; deductible does not apply	20% coinsurance	None
If you need immediate medical attention	Emergency room care	\$25 copay; deductible does not apply per visit	\$25 copay; deductible does not apply per visit	Emergency room: Copay waived if admitted.
	Emergency medical transportation	\$50 copay; deductible does not apply per trip	\$50 copay; deductible does not apply per trip	Air Ambulance: No Charge
	Urgent care	\$10 copay; deductible does not apply per urgent care center visit	\$10 copay plus 20% coinsurance per urgent care center visit	Urgent care: Applies to the visit only. If additional out of pockets costs would apply based on services received.
If you have a hospital stay	Facility fee (e.g., hospital room)	No Charge; deductible does not apply	20% coinsurance	45 day limit at an inpatient rehabilitation facility; Preauthorization is recommended
	Physician/surgeon fee	No Charge; deductible does not apply	20% coinsurance	None

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information	
		In Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)		
If you need mental health, behavioral health, or substance abuse services	Outpatient services	\$10 copay; deductible does not apply/office visit No Charge; deductible does not apply for outpatient services	\$10 copay plus 20% coinsurance/office visit 20% coinsurance for outpatient services	Preauthorization is recommended for certain services	
	Inpatient services	No Charge; deductible does not apply	20% coinsurance		
	Office visits	\$10 copay; deductible does not apply per visit	\$10 copay plus 20% coinsurance per visit		
If you are pregnant	Childbirth/delivery professional services	No Charge; deductible does not apply	20% coinsurance	Depending on the type of services, coinsurance may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound). Preauthorization is recommended.	
	Childbirth/delivery facility services	No Charge; deductible does not apply	20% coinsurance		
If you need help recovering or have other special health needs	Home health care	No Charge; deductible does not apply	20% coinsurance	Private duty nursing: 20% coinsurance Includes Physical, Occupational and Speech Therapy. No Charge for services to treat autism spectrum disorder. Custodial care is not covered; Preauthorization is recommended Preauthorization is recommended for certain services. Preauthorization is recommended	
	Rehabilitation services	20% coinsurance; deductible does not apply	20% coinsurance		
	Habilitation services	20% coinsurance; deductible does not apply	20% coinsurance		
	Skilled nursing care	No Charge; deductible does not apply	20% coinsurance		
	Durable medical equipment	20% coinsurance; deductible does not apply	20% coinsurance		
	Hospice service	No Charge; deductible does not apply	20% coinsurance		
If your child needs dental or eye care	Children's eye exam	\$10 copay; deductible does not apply per visit	\$10 copay plus 20% coinsurance per visit	Limited to one routine eye exam per year.	
	Children's glasses	Not Covered	Not Covered		None
	Children's dental check-up	Not Covered	Not Covered		None

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

<ul style="list-style-type: none"> Acupuncture Cosmetic surgery Dental care (Adult) 	<ul style="list-style-type: none"> Dental check-up, child Glasses, child Long-term care 	<ul style="list-style-type: none"> Routine foot care unless to treat a systemic condition Weight loss programs
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Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

<ul style="list-style-type: none"> Bariatric Surgery Chiropractic care Hearing aids 	<ul style="list-style-type: none"> Infertility treatment Most coverage provided outside the United States. Contact Customer Service for more information. Private-duty nursing 	<ul style="list-style-type: none"> Routine eye care (Adult)
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Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for us and those agencies is: the plan at 1-800-639-2227 or (401) 459-5000 or TDD 711, state insurance department at (401) 462-9520 or by email at HealthInquiry@ohic.ri.gov, Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform, or the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.ccio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

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

Does this plan provide Minimum Essential Coverage? Yes.
 If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

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

Language Access Services:

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

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

如果需要中文的帮助，请拨打这个号码 1-800-639-2227.

Dinekehgo shika a'ohwoi ninisingo, kwilijgo holhe' 1-800-639-2227.

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

About these Coverage Examples:



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

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$0
- Specialist copayment \$10
- Hospital (facility) coinsurance No Charge
- Other coinsurance 20%

This EXAMPLE event includes services like:
 Specialist office visits (prenatal care)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
 Diagnostic tests (ultrasounds and blood work)
 Specialist visit (anesthesia)

Total Example Cost \$12,800

In this example, Peg would pay:

Cost Sharing	
Deductibles	\$0
Copayments	\$20
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$60
The total Peg would pay is	\$80

Managing Joe's type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$0
- Specialist copayment \$10
- Hospital (facility) coinsurance No Charge
- Other coinsurance 20%

This EXAMPLE event includes services like:
 Primary care physician office visits (including disease education)
 Diagnostic tests (blood work)
 Prescription drugs
 Durable medical equipment (glucose meter)

Total Example Cost \$7,400

In this example, Joe would pay:

Cost Sharing	
Deductibles	\$0
Copayments	\$300
Coinsurance	\$200
What isn't covered	
Limits or exclusions	\$30
The total Joe would pay is	\$530

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

- The plan's overall deductible \$0
- Specialist copayment \$10
- Hospital (facility) coinsurance No Charge
- Other coinsurance 20%

This EXAMPLE event includes services like:
 Emergency room care (including medical supplies)
 Diagnostic test (x-ray)
 Durable medical equipment (crutches)
 Rehabilitation services (physical therapy)

Total Example Cost \$1,900

In this example, Mia would pay:

Cost Sharing	
Deductibles	\$0
Copayments	\$100
Coinsurance	\$80
What isn't covered	
Limits or exclusions	\$0
The total Mia would pay is	\$180

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

HealthMate Coast-to-Coast



100/80
No Deductible

Understanding Your Benefits

■ **Deductibles**

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

- \$0 per individual plan; \$0 per family plan in network
- \$200 per individual plan; \$600 per family plan out of network
- The deductible has a hybrid calculation which means that all deductible amounts paid count toward the family deductible, but the individual will never pay more than their individual deductible amount.

■ **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).

- \$6,350 per individual plan; \$12,700 per family plan in network
- \$6,350 per individual plan; \$12,700 per family plan out of network
- The out-of-pocket limit has a hybrid calculation which means that all out-of-pocket amounts paid count toward the family out-of-pocket limit, but the individual will never pay more than their individual out-of-pocket amount.

■ **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	\$10 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)■ Allergy/Dermatology \$15 per visit	\$10 per visit	20% per visit after deductible
Outpatient Services <ul style="list-style-type: none">■ Diagnostic lab, x-ray, and imaging■ Medical/surgical care■ High-end radiology (e.g., MRI/CT/PET), nuclear medicine and sleep studies	\$0 per visit	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	20% per visit after deductible

■ **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.

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., Saturday – Sunday, 8:00 a.m. to 12 p.m., Eastern Time

What's Covered Service	What You Pay	
	In-Network	Out-of-Network
Hospital Emergency Services	\$100 per visit	\$100 per visit
Urgent Care	\$10 per visit	\$10 per visit
Telemedicine Visits	\$10 per visit	Not Covered
Retail Based Clinic Visits	\$10 per visit	20% per visit after deductible
Ambulance	■ Ground	\$50 per occurrence
	■ Air/Water	\$50 per occurrence
Durable Medical Equipment	20% per service/device	20% per service/device after deductible
Physical/Occupational Therapy	■ Physical therapy	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.

HealthMate Coast-to-Coast



100/80 \$250
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:

- \$250 per individual plan; \$500 per family plan in network
- \$1,000 per individual plan; \$2,000 per family plan out of network
- The deductible has a hybrid calculation which means that all deductible amounts paid count toward the family deductible, but the individual will never pay more than their individual deductible amount.

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).

- \$6,350 per individual plan; \$12,700 per family plan in network
- \$6,350 per individual plan; \$12,700 per family plan out of network
- The out-of-pocket limit has a hybrid calculation which means that all out-of-pocket amounts paid count toward the family out-of-pocket limit, but the individual will never pay more than their individual out-of-pocket limit.

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 	\$15 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) 	\$25 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	\$100 per visit	\$100 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.

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., Saturday – Sunday, 8:00 a.m. to 12 p.m., Eastern Time

What's Covered Service	What You Pay	
	In-Network	Out-of-Network
Telemedicine Visits	\$15 per visit	Not Covered
Retail Based Clinic Visits	\$15 per visit	20% per visit after deductible
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.



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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	\$5	\$10
Tier 2	▪ Higher-cost generics and preferred brand name drugs	\$10	\$20
Tier 3	▪ Highest cost generics and non-preferred brand name drugs	\$30	\$60
Tier 4	▪ Specialty drugs	\$30	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.



**Blue Cross
Blue Shield
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EXHIBIT C

MEMORANDUM OF UNDERSTANDING

“BUILDING SPECIAL EDUCATION TEACHER ASSISTANTS”

ORIGINAL

MEMORANDUM OF UNDERSTANDING
(“Building Special Educational Teacher Assistants”)

This agreement between the Lincoln Public School Department (hereinafter referred to as “Lincoln”), Council 94, and Local Union 2671 (hereinafter “Union”) is entered into this ____ day of November 2018, freely and voluntarily under the terms and conditions set forth herein:

WHEREAS, Lincoln has notified the Union of its intention to alter the Special Education program at Lincoln and initially hire seven (7) teacher assistants “Teacher Assistant-Special Education Building Assistants” positions to bargaining unit 2671 in order to support the highly specialized need of the students and the new programs;

WHEREAS, Lincoln has indicated that the seven (7) initial positions have been identified as follows: four (4) at Lincoln Middle School, two (2) at Northern Lincoln Elementary, and one (1) at Central Elementary School.

WHEREAS, the parties are desirous of reaching a mutually agreeable resolution that continues to foster an amicable labor-management relationship, which would not result in a disruption in the active members of the bargaining unit; AND

NOW, THEREFORE, the parties hereto agree to a settlement under the following terms and conditions:

- 1) The seven (7) positions will be posted internally within Local 2671 and externally simultaneously.
- 2) Said positions will be assigned to the school and the Principal of each school will place the Teacher Assistant into a particular position at the beginning of the school year or at the formation of the position. Said Teacher Assistant will remain in the position that she/he is assigned for the duration of the year unless an emergency situation exists.
- 3) Current Local 2671 members shall have priority to bid on said positions, shall be selected for said positions and said positions shall be filled within thirty (30) days of the end of the posting. Seniority will be the sole determining factor in filling said positions. Members bidding for said positions must have their current Teacher Assistant certification.
- 4) After the positions are filled with qualified with Local 2671 members, the remaining positions may be filled by external candidates, who will become permanent full-time employees and Local 2671 bargaining unit members.
- 5) After the filling of these new positions, any vacant Local 2671 positions may be posted, bid and filled within 30 days with Local 2671 members. If after the bidding is completed, positions remain vacant, Lincoln may post and fill these positions with external candidates

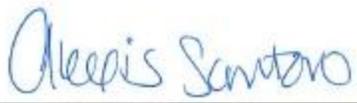
within 30 days of the close of the posting, who will become bargaining unit members of Local 2671.

- 6) All existing Teacher Assistants at the signing of this MOA will be provided requisite training for said positions.
- 7) For any additional positions added to this program, the same procedure described in this MOA will take place in filling said positions.
- 8) Said positions and the vacated positions will not be subject to Article 11.6 of the Collective Bargaining Agreement while the transformation into these new programs are facilitated.
- 9) The parties hereto acknowledge and agree that this Agreement does not constitute an admission of liability on the part of any party, does not constitute a practice or precedent of the parties and shall not be used in any future legal proceeding for any purpose whatsoever except to enforce the provisions of this Agreement as contained herein.
- 10) This Agreement constitutes the entire Agreement between Union and Lincoln with respect to the matters set forth herein. This Agreement may not be altered, amended, modified or otherwise changed in any respect or particular whatsoever, except by writing duly executed by authorized representatives of all parties to this Agreement, which writing must specifically reference an amendment to this Agreement. The Parties shall make no claim at any time or place that this Agreement has been altered orally or modified in any respect whatsoever.

For the Union



Xenophon Stavros, President
RI Council 94, AFSCME, AFL-CIO
Local 2671
Date: 11-1-18



Alexis Santoro, Deputy Executive Director
RI Council 94, AFSCME, AFL-CIO
Date: 11/1/18

For Lincoln



Superintendent Lawrence Filippelli
Lincoln Public Schools
Date: 11/5/2018