

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE PORTSMOUTH SCHOOL COMMITTEE
AND

R.I. COUNCIL 94, AFSCME, AFL-CIO
LOCAL 2669

JULY 1, 2015 to JUNE 30, 2018

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PURPOSE

This Agreement is entered into by the Portsmouth School Committee herein referred to as the Employer and Rhode Island Council 94, AFSCME, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of equitable and peaceful procedure for the resolution of differences; and the establishment of rate of pay, hours of work, and the conditions of employment. The Employer and the Union shall recognize and adhere to all State Labor Laws and Rules and Regulations.

ARTICLE I **RECOGNITION**

1.1 Recognition

- (a) The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and all other conditions of employment for all employees in the bargaining unit.
- (b) The bargaining unit for the purpose of this agreement shall consist of all nonteaching personnel except supervisors and the following contractual positions:
 - (i) Assistant to the Superintendent
 - (ii) Assistant to the High School Principal and
 - (iii) Network Administrator.

1.2 Union Security

- (a) All employees who are members or will become members shall remain members of the Union in good standing for the life of this agreement.
- (b) All employees covered by this agreement who are not members of this Union will be assessed by a service charge in lieu of membership charges at a rate equal to the membership charge from their original date of hire.
- (c) The union agrees to indemnify the Employer for any and all costs and damages that the Employer may incur as a result of the application of subsection "b" above.
- (d) The Employer will notify the Union representative when any new non-certified employee is hired. A carbon copy of the letter of hire mailed to the new employee shall be forwarded to the Local President.

1.3 Discrimination by Employer

The Employer will not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this Agreement because of membership in or legitimate activity on behalf of the Union, nor will the Employer encourage membership in another Union.

1.4 Discrimination by Union

The union recognizes its responsibility as the exclusive bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

1.5 Discrimination – General

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, sexual orientation, gender identity, gender expression, genetic information, disability, marital status, race, color, creed, national origin, or political affiliation. The union shall share equally with the Employer the responsibility for applying this provision of this Agreement.

1.6 Bulletin Boards

Bulletin boards will be provided by the Employer where notices of Employer and union matters may be posted.

1.7 Dues Deduction

- (a) The Employer agrees to the adoption of the exclusive Union check-off system, whereby Union dues, as established by the Union, will be withheld from the Employee's pay at source in equal amounts from each pay, as the frequency of pay periods may require. Such withholdings and a related list of employees are to be transmitted to the duly elected Treasurer of the Union from the previous month's earnings not later than the 15th day of the month following. Said dues are to be sent to Council 94, 1179 Charles Street, North Providence, Rhode Island 02903.
- (b) The Union will notify the Employer thirty (30) days prior to any change in such withholdings.

ARTICLE II **WORK RULES**

2.1 Work Rules

- (a) Individual work rules may be established in units within the department by mutual consent of the Union and Administration provided that they do not conflict with any provisions of this contract. In the event work hours are to be changed, the School Superintendent shall notify and meet with the Local President and the Employee before any such change is implemented.
- (b) Full time employees shall be defined as employees working twenty-five (25) hours or more per week. Part time employees shall be defined as those employees working less than twenty-five (25) hours per week. Full time employees shall receive all benefits contained in this Agreement. All articles and benefits

contained within the contract shall not apply to part time and temporary employees.

Positions with a work schedule of twenty-five (25) or more hours but less than thirty (30) hours shall receive prorated benefits according to the following scale: 25-29 hours = 3/4 benefit.

The number of full time positions delineated in Appendix A cannot be abolished and subsequently replaced with prorated and/or part time employees. This provision does not affect the ability of the School Department to abolish positions in accordance with the other terms of this agreement provided that those positions are not subsequently replaced with prorated and/or part-time positions as described herein. The School Department will not replace existing full time positions with part time employees.

- (c) The Superintendent or his designee may open any school building for the purpose of allowing individuals to enter to perform work not normally performed by bargaining unit personnel. In addition, if mutually agreed upon by the parties, a building may be opened under limited circumstances for activities which do not require custodial services. No custodial personnel will be held responsible for any unlocked or open doors or windows, or other disorder or damage incurred when the above procedures are utilized.
- (d) Team practices or school related activities at Portsmouth High School that occur on weekends will require that a custodian provide a minimum of two hours of clean-up service. Any work beyond two hours must be pre-approved by a school official. In the event that multiple activities, more than two, take place on weekends, a custodian will be provided during those events for a minimum of four hours

2.2 Work Week

All full time positions shall have one of the following regular work schedules:

- (a) Clerical: Maximum 40 hours per week over five (5) days, Monday through Friday, inclusive.
- (b) Custodian/Maintenance and IT Department: Custodian/Maintenance employees shall work 40 hours per week over five (5) 8-hour consecutive work days, Monday through Sunday, inclusive. Any custodial/maintenance personnel presently employed will not be involuntarily transferred into a work week which includes Saturday or Sunday. IT Department employees shall work 37½ hours per week over five (5) 7½-hour consecutive work days, Monday through Sunday, inclusive. The School Department reserves the right to revise the schedule of a vacant custodial/maintenance position upon the occurrence of the vacancy.

- (c) Aides: Minimum of six (6) hours per day, 181 days per year, only when school is in session, exclusive of holidays, vacation and recess periods.
- (d) Special Education Teacher Aides: Minimum of six (6) hours work per day, 181 days per year, only when school is in session, and on orientation day, exclusive of holidays, vacation and recess periods.
- (e) The work day for employees working six (6) hours shall be inclusive of one (1) twenty (20) minute break and thirty (30) minutes for lunch. These periods cannot be combined.

2.3 Work Year – Clerical

- (a) Work year for ten month clerks, so-called, shall run from August 1 to June 30th. During said work year, the Employer shall schedule 210 days, comprising 10 paid vacation days, 11 paid holidays, and 189 work days. Any employee who is required to work in excess of the scheduled 210 days shall be compensated at the rate of 1/210 of the employee's annual salary for each full day worked subject, however, to all provisions of Article II. Any employee who is called back to work between August 1st through 15th shall have the right to refuse such call-back without being subject to disciplinary action as a result of this refusal to report.
- (b) Work year for eleven month clerks, so-called, shall run from July 1 to June 30th. During said work year, the Employer shall schedule 230 work days, up to a maximum of 15 paid vacation days and 13 paid holidays. Any employee who is required to work in excess of the scheduled 230 days shall be compensated at the rate of 1/230 of the employee's annual salary for each full day worked subject, however, to all provisions of Article II.
- (c) Work year for 250 day clerks, so-called, shall run from July 1 to June 30th. During said work year, the Employer shall schedule 250 work days including vacation days as outlined in Article 7.2 of the contract and 13 paid holidays. Any employee who is required to work in excess of the scheduled days shall be compensated at his/her daily rate of the employee's annual salary for each full day worked subject, however, to all provisions of Article II.
- (d) Vacation pay will be given only after one year of completed Service.
- (e) On or before June 15th, clerical/secretarial staff will submit to their immediate supervisors a proposed work calendar for the upcoming year. Employees who are on school year and non-school year hours in accordance with the posting of their particular position will be given a school calendar before preparing their work calendar so they are aware of the days they are to report for school day hours and non-school day hours. The supervisor will notify the employee if the calendar is acceptable or whether adjustments need to be made on or before June 30th.

2.4 Rest Period

All employee work schedules for employees working more than six hours per day shall provide for a 20-minute rest period during each one-half work-day.

2.5 Emergency Situations

- (a) In the event of any emergency as determined by the department head, all employees are subject to assignment to additional duty as required, provided that employees are given first choice to work in their proper classification in their own building. In any twenty-four (24) hour period, an employee who has continued work for sixteen (16) hours or more shall be entitled to eight (8) hours rest (exclusive of travel time and lunch period) before assignment. If such rest period should overlap the employee's normal workday, he shall suffer no loss of pay for the time involved.
- (b) An emergency is an unforeseen circumstance or combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature.

2.6 Overtime

- (a) The Employer agrees to equitably divide and distribute all overtime between employees insofar as possible. The distribution of overtime work shall be agreed to between the Employer and the Union. Any dispute arising over lack of agreement shall be subject to the grievance procedure.
- (b) Custodial overtime shall be distributed as follows: First, on a building coverage level with three lists for internal building coverage developed, one for day shift overtime, one for evening shift overtime, and one for weekend overtime. In the event that a need cannot be covered within the building, overtime may be distributed from the system-wide coverage lists. Three system-wide coverage lists shall be developed, one for day shift coverage, one for evening shift coverage, and one for weekend coverage.
- (c) Annually a notice shall be sent by the Facility Supervisor, or other Superintendent's designee, to all custodial/maintenance employees concerning establishment of the overtime lists. Employees may volunteer to be placed on the coverage lists both within and outside of their building. Placement on the lists shall be in seniority order with the most senior employees being placed at the top of the list.
- (d) A list for overtime/bargaining unit work will be prepared annually by the Local President and the Director of Finance & Administration, or other Superintendent's designee, for implementation of this provision. When an employee refuses overtime they will not be called for additional overtime on that list until their name is at the top of the list again. This does not prohibit them from being called

if they are next in seniority order on one of the other lists. A form will be developed which will be completed when an employee refuses overtime.

- (e) Qualified employees who volunteer shall be placed on a volunteer "on call" listed by virtue of seniority. Those employees who are "on call" shall receive a stipend of \$15.00 for each "on call" tour (24 hours). Should said employee be called back to work while on said "on call" status, the employee's "on call" stipend shall not be deducted from the call back payment listed in Article III. Should there be no volunteers for said "on call" status, the Employer shall have the right to go outside the bargaining unit to obtain said coverage.

A cell phone will be provided by the School Committee for use by the "on call" person.

2.7 Official Time Off – Without Loss of Pay

- (a) The Employer agrees that during working hours, on the Employer's premises, Union Representatives shall be allowed to: conduct Union activities, post Union notices, distribute Union literature and attend negotiation meetings, providing ordinary educational processes are not disturbed.
- (b) All duly accredited Union Representatives shall have access to School Department premises at all reasonable times for the purpose of investigating and processing grievances, conferring with Local Union Representatives and/or School Committee Representatives, provided, however, that there is prior clearance with the Superintendent of Schools.
- (c) One (1) delegate per one hundred Union members or part thereof shall be granted reasonable time off during working hours to attend International and Regional or State Conventions with written notice to the Principal and approval of the Superintendent.
- (d) Two (2) Chapter Officers may attend the funeral of a local Union member without loss of pay.

ARTICLE III **SALARIES**

3.1 Salaries

In order to provide continuity of wages, all salaries will be annualized and paid in equal payments of 26, 24, 21 or any other mutually agreed upon equal payment. New employees hired during the year shall have their annualized salary prorated and paid equally over the number of pay periods remaining in the work year. Employees leaving prior to completing a full year shall have their salary recalculated to account for any negative or positive adjustments. Wage scales can be found in Appendix B.

Job Specifications – The School Department retains the right to establish, review, amend, and/or update job descriptions and specifications in consultation with the Union. If changes to a job description or specification are made while an individual is in the job, however, the School Department also has an obligation to provide reasonable training and support so that said individual may meet the new requirements

Salaries are identified in Appendix B (Wage Scale).

3.2 Premium Payments

The following premium payments shall apply to all employees:

- (a) Time and one-half shall be paid for all work performed in excess of the standard workday.
- (b) Double time shall be paid to any employee who has been called back to work on a holiday.
- (c) Time and one-half, in addition to straight time, shall be paid to any employee who has been called back to work on a vacation day.
- (d) A minimum of time and one-half shall be paid for all hours worked on Saturday for employees normally scheduled to work Monday through Friday.
- (e) A minimum of double time shall be paid for all hours worked on Sunday, only for those people scheduled to work Monday through Friday.
- (f) No one outside the bargaining unit shall perform work normally done by those individuals within the bargaining unit except in emergency cases. Emergency shall be defined to mean a situation of a nonrecurring nature. The only exception to the above shall be grass cutting, field marking/maintenance, courier service (including mail delivery), and snowplowing. Said exception shall not result in job abolishment or layoff.

3.3 Work in a Different Classification or Higher Category

When an employee works in an assigned different classification or higher category, the employee shall receive the rate of pay commensurate with the lowest step of said classification or category which affords a pay raise for the hours worked.

3.4 Longevity

A longevity stipend shall be paid as follows:

15 Years	20 Years	25 Years	30 Years
\$700	\$900	\$1,200	\$1,400

3.5 Severance Pay

Severance pay shall accrue at a rate of four (4) days of pay per year of service commencing with the date of original employment with the School Department but not to exceed fifty-two (52) days of pay. All accrued severance pay shall be paid upon termination with the following exceptions:

1. Employees who are terminated for just cause shall not receive severance pay.
2. Severance pay shall not be paid to employees unless and until he/she has completed ten (10) years of service in the School Department.

3.6 Jury Duty

When an employee is drawn for Jury Duty, he shall receive differential pay for the duration of his service as a juror. This pay shall be the difference between the amount of money normally paid to the employee for each day of work and that amount of money paid for jury duty.

3.7 Pay Periods

A calendar of pay periods will be distributed to all employees each May for the upcoming July 1 to June 30 fiscal year. Employees working from August 1 to June 30 will be paid over 24 pay periods. Employees working from July 1 to June 30 will be paid over 26 pay periods. Employees working the school year will be paid over 21 pay periods.

3.8 Compensation for Travel During Work Hours

Employees who are required to use their own automobile during work hours shall be compensated at the rate per mile as established annually by the Internal Revenue Service. Prior approval must be obtained from the Superintendent or his designee.

3.9 Changes in Classification System

The Employer agrees to review with the Union any and all changes which may be proposed in the classification system or pay plan affecting the bargaining unit at least twenty (20) days before implementation. It is understood that whenever a vacancy occurs, the School Department may change the qualifications and the category of a position provided that the changed position falls within a category found within the classification system existing in this contract.

3.10 Call-In-Time

Any employee called back to duty shall receive a minimum of four (4) hours at time and one-half except where doors, lights, or windows have not been secured. During the period of 4 hours call back duty, the employee shall remain within the school premises and perform such work details as would be required within his/her work unit. In the event that call back does not require four hours of work, employees may voluntarily request to leave when the assignment is complete.

ARTICLE IV

SENIORITY

4.1 Definition

- (a) Seniority shall be the relative status of an employee with respect to length of service within the School Department.
- (b) Selection for promotion and/or transfer to a more desirable job within the bargaining unit shall be made on the basis of job qualifications and experience in like work.
- (c) Seniority will govern with respect to days off, job elimination and layoffs, recalls, vacation preference and shifts, commensurate with building operation.
- (d) Seniority shall be the governing factor dealing with any other questions of preference among employees.
- (e) New employees shall be placed in a probationary status for a period of six (6) months. During this probationary status period each new employee shall be evaluated at the end of the 1st, 3rd, and 5th month by the building principal or their supervisor. Upon completion of the above probationary period a final evaluation of the employee will be made. At the end of six months, upon favorable recommendation of the building principal or their supervisor, the employee shall be placed on the seniority roster with an effective date of seniority as the initial date of hire.
- (f) The seniority date of members of the bargaining unit previously employed as special education aides by the Newport County Regional Special Education Board of Superintendents who have been appointed to a position in the Portsmouth School Department shall be the original date of appointment by the Newport County Regional Special Education Board of Superintendents to a school in Portsmouth. Seniority in Portsmouth shall not accrue during periods in which the aide was employed by the Newport County Regional Special Education Board of Superintendents but assigned to a school outside of Portsmouth.

4.2 Seniority List

A seniority list showing the status of all non-certified employees in the School Department shall be compiled and thereafter be corrected every six (6) months. Two copies of each such list shall be given to the President of the Union.

4.3 Light Work Assignment

An employee who has reached his maximum salary level in a category and who becomes unable to handle his regular work shall be given such light work as is available and the employee is able to perform. Any employee given light work under this section shall, after six (6) months, be restored to full regular duties or be subject to discharge due to physical incapacity.

4.4 Recourse

Any employee who feels that he/she has been aggrieved with respect to calculation of his/her seniority as provided for in this article shall have the right to process the matter as a grievance under the grievance machinery of this Agreement.

4.5 Forfeit of Seniority Rights

An employee shall forfeit all seniority rights then accrued to him in the event that:

1. He/she is discharged for just cause;
2. He/she terminated his/her employment voluntarily;
3. He/she fails to give notice within the three (3) day period outlined in Article X, Section 10.4 (a).

4.6 Officer Seniority

Local Union Officials, President, Vice President, Secretary-Treasurer, and Recording Secretary shall, during their term of office, have top seniority for layoff and recall purposes only.

ARTICLE V **HEALTH AND SAFETY**

5.1 Cooperation

The School Department and the Union shall cooperate in the promotion and enforcement of safety rules and regulations.

5.2 Recourse

Should an employee complain that his/her work requires him/her to be in unsafe or unhealthy situations, in violation of acceptable safety rules, the matter shall be considered immediately by representatives of the School Department. Should any employee cause or contribute to any unsafe or unhealthy condition, said employee shall be liable for disciplinary action in accordance with the terms of this contract after consultation with the Superintendent, employee, and Union Officers.

ARTICLE VI **INSURANCE/FRINGES**

6.1 Life Insurance

All employees shall be granted a paid fifty thousand (\$50,000) Group Life Insurance Policy. Employees with fifteen (15) years of service may continue insurance upon retirement by paying the premium for said insurance.

Upon retirement the insurance shall be group level term life insurance to age 65, face amount reducing to one-half (1/2) for ages 65 and over, level premium for all ages.

6.2 Medical Insurance

The Portsmouth School Department shall have the option of providing health insurance through any health insurance provider as it deems appropriate, including the possibility of self insurance,

provided that the carrier provides the same health insurance coverage as herein mandated with a substantially similar provider network and employee administrative burden, and further, that said evidence of the above shall be provided in advance to Local 2669.

The Portsmouth School Department agrees that it will obtain mutual agreement with Local 2669 prior to any changes in health coverage during the term of this Agreement, and both parties agree that said agreement shall not unreasonably be withheld.

The description of the health insurance benefits is in Appendix C to the agreement. The maximum deductible for a family plan will be \$250. Once the \$250 deductible is met in aggregate under a family plan, the employee may request reimbursement of any further deductibles incurred during the plan year by submitting evidence of payment of such incremental deductibles to the School Department's Employee Benefits Coordinator. All deductible reimbursements will be made in the form of a taxable stipend.

Employees shall pay a cost share for medical insurance at a rate of 12% of the premium for the 2015-2016 fiscal year, 13% of the premium for the 2016-2017 fiscal year and 14% of the premium for the 2017-2018 fiscal year.

6.3 In Lieu of Payment

Any employee may elect to receive a cash payment in lieu of electing health insurance coverage, provided said employee notifies the Superintendent prior to July 1st of the year in which he/she intends to use this option. The following cash payments will apply and will be made by June 30th of the same fiscal year.

Individual \$ 500 per year

Family \$1,000 per year

Any employee who resigns or re-enters the plan during the year will receive a prorated payment under this provision.

6.4 Dental Insurance

The Portsmouth School Department shall have the option of providing dental insurance through any dental insurance provider as it deems appropriate, including the possibility of self insurance, provided that the carrier provides the same dental insurance coverage as herein mandated with a substantially similar provider network and employee administrative burden, and further, that said evidence of the above shall be provided in advance to Local 2669.

The Portsmouth School Department agrees that it will obtain mutual agreement with Local 2669 prior to any changes in dental coverage during the term of this Agreement, and both parties agree that said agreement shall not unreasonably be withheld.

The description of the dental insurance benefits is in Appendix C to the agreement.

Employees will pay a cost share for dental insurance at a rate of 12% of the premium for the 2015-2016 fiscal year, 13% of the premium for the 2016-2017 fiscal year and 14% of the premium for the 2017-2018 fiscal year.

6.5 Medical Benefits for Eligible Retirees

- (a) Employees hired prior to July 1, 2012 and serving at least fifteen (15) years will receive post-retirement health benefits for five (5) years or until the employee becomes eligible for Medicare, whichever comes first. The Portsmouth School Department will pay for a one year Medicare Plan 65 supplement if it occurs during the post-retirement benefit period. The school department subsidy for all post-retirement health benefits will be locked in at the premium rate less the employee co-pay in effect at the time of retirement. The retiree will be responsible for any future premium increases.
- (b) Employees hired on or after July 1, 2012, and serving at least fifteen (15) years will receive a post-retirement health benefit of one (1) year for every five (5) years of service (to a maximum of five years) or until the employee becomes eligible for Medicare, whichever comes first. The Portsmouth School Department will pay for a one year Medicare Plan 65 supplement if it occurs during the post-retirement benefit period. The school department subsidy for all post-retirement health benefits will be locked in at the premium rate less the employee co-pay in effect at the time of retirement. The retiree will be responsible for any future premium increases.

6.6 Retirement

- (a) All eligible employees shall be covered under the Pension Plan for the Employees of the Town of Portsmouth, Rhode Island as amended and restated as of July 1, 2015. Employees are encouraged to review the Pension Plan prior to retirement so that they fully understand their retirement benefits.
- (b) Effective October 1, 2013 the pension benefits shall be as follows:
 - (i) Employees hired as of or before June 30, 2012 will:
 - a. Keep all of their current and accrued pension benefits through September 30, 2013;
 - b. As of October 1, 2013 the pension accrued benefit multiplier shall be reduced down to 1% and will be based on the final highest three (3) consecutive years of salary;
 - c. Employees will contribute 4% toward the defined benefit portion of the retirement plan;
 - d. COLA's shall be suspended for the first five (5) years following an employees' retirement. Thereafter, the employee shall receive an annual 1.7% COLA;
 - e. Employees will also receive a defined contribution plan with a 5% employee contribution and a 3% employer contribution;
 - (ii) Employees hired on or after July 1, 2012 will:

- a. Be exited from the pension plan as of September 30, 2013 and cease to participate in the Pension Plan for the Employees of the Town of Portsmouth, Rhode Island;
 - b. Receive a defined contribution plan only with an 8% employee contribution and an 8% employer contribution.
- (c) Employees shall notify the Superintendent in writing of their intention to retire at least six (6) months prior to retirement, if possible.
- (d) The normal retirement age will be 60 with the option of early retirement at age 55 with 20 years of service.
- (e) The plan will have 100% vesting after 10 years of service.
- (f) The plan shall include a pre-retirement death benefit. Employees with ten (10) years of service shall be eligible for this pre-retirement death benefit. Under this benefit, the spouse of a qualified participant dying after July 1, 1997, shall receive 100% accrued benefit reduced for Joint and Survivor Annuity. The benefit is payable at the participant's normal retirement date. The benefit is further reduced if payable at the participant's early retirement date.

6.7 Workers' Compensation

All employees shall have the following on-the-job Accident and Injury Protection. Salary will continue during periods of incapacity reduced by the total amount of Workers' Compensation with a prorated charge to accumulated sick leave. The charge to the employees' accumulated sick days shall be 1/3 of a day of sick leave for each work day absence while on workers' compensation. When accumulated sick leave has been exhausted, the employee will receive Workers' Compensation benefits only.

6.8 Course Reimbursement

With advance approval of the Superintendent, any employee successfully completing a course or courses which will enable the employee to improve his/her present job related skills will be reimbursed up to a maximum of \$650.00 per fiscal year, July 1 to June 30.

ARTICLE VII **HOLIDAYS AND VACATIONS**

7.1 Holidays

- (a) All Custodial/Maintenance, 240 plus Clerical and IT employees shall receive the following paid holidays:

4th of July
Victory Day
Labor Day

Veteran's Day
Thanksgiving Day
Day after Thanksgiving

Christmas Day
New Year's Day
Martin Luther King Day

Memorial Day
Presidents' Day

Columbus Day

Day before Christmas

- (b) Clerical (less than 240 days) shall receive the above listed paid holidays excluding Fourth of July and Victory Day.
- (c) Special Education Aides, Aides, and School Service Aides shall receive Martin Luther King Day as a paid holiday.
- (d) Whenever a holiday falls on the employee's scheduled day off, the employee shall receive an additional 8 hours of pay or an additional day off. The day off shall be the day immediately before or after the holiday.
- (e) Whenever a holiday falls during the employee's scheduled vacation, said employee shall receive an additional day off.
- (f) Employees shall work during vacation periods for call back only in cases of emergency.

7.2 Vacations

- (a) Custodial/Maintenance and IT employees shall receive credit for vacation time off with pay at the employee's usual rate of pay in accordance with the completed years of service and subject to the maximum set forth below.

The 240 Clerical shall receive credit for vacation time off with pay only accruable to 15 days. The 250 Clerical shall receive credit for vacation time off with pay only accruable to 17 days. Clerical (less than 240 days) shall receive ten (10) days vacation with pay after 1-year of completed service. Credit for vacation time off with pay is only accruable to 10 days.

Years of Completed Service	Number of Vacation Days
1	10 days
2	10 days
3	10 days
4	10 days
5	10 days
6	11 days
7	12 days
8	13 days
9	14 days
10	15 days
11	16 days
12	17 days

13
14
15

18 days
19 days
20 days

On or about July 1st each of these personnel will submit a tentative calendar outlining their total accrued vacation for the year.

- (b) Vacation period shall be granted giving due consideration to seniority as contained in this Agreement.
- (c) Accrued vacation will be paid to any eligible employee leaving his/her employment with the School Department for any reason except dismissal for just cause.
- (d) In the case of any employee's death, payment of such accrued vacation pay will be made to the employee's dependent or to his/her estate.
- (e) Employees will be allowed to carry over a maximum of 10 vacations days into the following year only.

ARTICLE VIII

LEAVE POLICY

8.1 Sick Leave

- (a) All employees shall be granted 1½ sick days per month with pay, accruable to 260 days. A record of sick leave balances shall be given to each employee and the Union periodically upon request.
- (b) Five individual sick days per year may be used as Family Sick Leave at the option of the bargaining unit member, for the purposes of caring for sick family members. These are not additional sick days, but simply allotted sick time that may be converted to family use. Family sick days may not be carried over from year to year, meaning that a maximum of five sick days per year may be taken for family sick use.
- (c) If an employee is pregnant, said employee may draw sick leave for work days missed during the period of confinement before and after the birth of the child provided, however, the employee's physician certified in writing to the Superintendent the pre and post period of confinement based on the employee's ability to do the duties assigned.
- (d) In the cases of a longer term serious health concern, in which a member has fully expended his/her sick time, the School Committee and Local 2669 agree to work together to establish a mutually agreeable Sick Bank provision that may provide additional leave for the individual. Such Sick Bank provision shall be executed

through a Memorandum of Agreement between the Union and the School Committee.

- (e) If an employee is absent for three (3) or more consecutive days under sick leave, the Superintendent or his/her designee may request of that employee a health certificate from the personal physician of the employee. Upon request of the Superintendent or his/her designee, the employee will submit to an examination by a physician selected and paid for by the School Department.

8.2 Bereavement Leave

- (a) Employees shall be allowed five (5) days of leave with pay because of the death of father, mother, grandmother, grandfather, grandchild, sister, brother, child, husband, wife, father-in-law, mother-in-law, or legal guardian.
- (b) Employees shall be allowed two (2) days of leave with pay because of death of uncle, aunt, cousin, niece, nephew, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.
- (c) Any extraordinary cases shall be reviewed by the Superintendent.

8.3 Personal Leave

Any employee may be granted time off for which he/she will be paid at his/her normal rate of pay to conduct personal business. Such personal leave shall not exceed two (2) days in any one calendar year. Approval of personal leave must be obtained in advance from the Superintendent or his/her designee. Any employee may elect to carry over one (1) unused personal day to the next school year with a maximum number of available personal days not to exceed three (3).

8.4 Leave of Absence

Approved leave of absence without pay shall be considered as days worked for the purpose of applying the terms and conditions of the contract.

8.5 Military Leave

- (a) Any employee who has left or shall leave said position by reason of entering the armed forces of the United States (whether through membership in the Reserve of the United States Military or Naval Reserve, or Rhode Island National Guard, or by reason of enlistment, induction, commission, or otherwise) and who has held a position, permanent or probationary at the time of induction, enlistment or call-up, in the School Department is entitled to and is hereby granted military leave of absence from the said purpose and continuing throughout the duration of said absence required by the continuance of service in the armed forces. Such leave of absence shall be deemed to have expired 60 days after the date of discharge from or authorized separation from active duty as a member of the armed forces. Re-enlistment or other continued service in the armed forces resulting from a choice by the employee shall serve to cancel such leave.

- (b) Any employee on military leave shall be granted yearly salary increase and longevity increase when due in accordance with the conditions of eligibility outlined in these regulations.
- (c) At the conclusion of such military leave of absence, the employee shall be returned to his position subject, however, to any law or rule which may hereafter be enacted affecting such right of return or defining the conditions under which such returns may be made. At the conclusion of each calendar year during such absence, annual leave and sick leave accumulations shall be carried over to the credit of the employee.

8.6 Military Training Leave

Employees who, by reason of membership in the United States Military Naval or Air Reserve or the Rhode Island National Guard, are required by the appropriate authorities to participate in training activities or in active duty as part of the state military force or special duty as a part of the Federal military force, shall be granted military training leave with pay not to exceed fourteen (14) days in any one calendar year. Should the employee be required to participate in such training activities for a period greater than 14 days, he shall be granted leave without pay for this purpose.

ARTICLE IX INCLEMENT WEATHER POLICY

9.1 Inclement Weather Policy

The Superintendent may suspend work, without loss of pay, during extreme weather. Clerks and Aides are not required to report to work at any time when schools are officially closed because of inclement weather or other emergency as announced by the official announcement station. Clerks and Aides who are not required to report for work shall not include the day as one of the required days of the total work year. On days that schools are closed early because of inclement weather or other emergency, employees shall be permitted to leave the building at the discretion of the Superintendent of Schools.

ARTICLE X PROMOTIONS, VACANCIES, LAYOFFS, TRANSFERS

10.1 Promotion, Filling of Vacancies or New Jobs

- (a) The filling of positions created by promotion, new position, or vacancies shall be posted for bid for a period of five (5) working days. Bids for such positions may be submitted in writing on forms approved by the Employer and the Local Union. Such forms shall designate the job classification, wage rate, shift, hours, location and qualifications, ("qualifications" shall not be construed as job or task description). The bid form shall be submitted to the Superintendent or designee, in duplicate; the Superintendent or designee shall forward one copy of this bid to the Local Union before any action is taken by the School Committee.

- (b) When bidding is closed, all applications shall be reviewed by the Employer. After all other provisions of this contract have been affected and all other factors being equal, the position shall be awarded to the most senior person. In order to determine whether all factors are equal, employees will be tested to determine whether they meet the minimum skill requirements for the position. Testing will be applied in a consistent manner. For Custodial C and Maintenance D positions, referred to as Lead positions, additional factors such as past performance, evaluations and disciplinary action may also be considered when determining whether all factors are equal.

Any employee who has been offered such a position, and then declines this position, shall be prohibited from bidding on any other position for a period of six (6) months.

- (c) Special Education Aides shall not be entitled to bid outside of the Special Education Aide job classification. Only Special Education Aides shall be entitled to bid on any Special Education Aide job openings.
- (d) In order to provide continuity and stability within the school system, the employee accepting a position under this section shall not be eligible to bid on another position for a period of six months unless it is one of a different category or classification.
- (e) Lateral or downward bids may be authorized by mutual consent of the Employer and the Union where improvement of the operation of the system is achieved. The parties agree that the Administration's failure to use this provision is not precedent setting and shall not affect the Administration's right to use this provision in the future.
- (f) Employees awarded positions under this section shall be placed in a probationary status for a period not to exceed ninety (90) days. If upon completion of the above ninety day period, the employee's performance is determined to be satisfactory, permanent job assignment will be made under the provisions of this agreement. In the event the employee's performance is unsatisfactory, he/she shall be returned to his/her previous position without prejudice.
- (g) With respect to temporary promotions and the filling of temporary vacancies or new jobs and/or more desirable jobs caused by reason of termination for just cause, or leave of absence, it is agreed that in filling said job, consideration will be given to job qualifications and seniority as defined in Article IV, Section 1b. Notification that such vacancies exist will be made as soon as possible. The provisions in paragraph 1 pertaining to the Employer and the Employee shall be utilized in cases of temporary transfer to fill the jobs referred to in this paragraph. If the terminated employee is reinstated or when the specific temporary work no longer exists or when an employee returns from leave of absence under this paragraph, the temporarily transferred employee shall be required to return to the job he left. In a like manner, all other employees affected by this move shall return to their job.

The word 'temporary' shall be defined as a period of forty-five (45) work days. If an employee on leave of absence decides to terminate his or her employment while on leave of absence, the position vacated would be re-posted as a permanent position, the employee that received the temporary position would not fall under Article X, Section 1(d).

10.2 Posting of Vacancies

The Employer agrees to post all vacancies within five (5) days of occurrence. Vacancies created by illness or workers' compensation injury need not be posted unless/until written verification is received from the employees' physician stating that the absence will be longer than 45 work days.

10.3 Layoff and Job Elimination

- (a) The Superintendent and the Union will evaluate part-time positions within the same classification where curtailment of personnel is indicated to determine if two part-time positions can be combined to prevent the layoff of full-time employees. The Superintendent will make the final determination after the combined evaluation is completed, and part-time employees will be laid off first, if possible. The Superintendent's determination shall not be arbitrary or capricious.
- (b) When curtailment of full-time personnel occurs, the employees will be laid off on the basis of their seniority and those with the least seniority will be laid off first.

The following procedures will be followed for bumping, provided the employee has qualifications and/or similar experience of the person whom he/ she bumps.

Shift preference shall be recognized throughout this procedure giving the employee the right to bump the next junior member, if the most junior member is on a different shift (Classification defined as Clerical, Custodial, Maintenance, Special Education Aide, or Computer Technician).

1. The employee will have the right to bump the most junior person in the same category and classification. In the event that he/she is not qualified, then he/she will bump the next junior person in the same category who is holding a position for which he/she is qualified.
2. If the employee cannot exercise one of the options in #1 above, then he/she will have the right to bump the most junior person in any other category within the same classification.
3. If the employee is unable to exercise the options in #1 or #2 above, then he/she will have the right to bump the most junior person in the lowest category of any other classification.

- (c) An employee shall be entitled to two weeks notice before layoff. Whenever it becomes necessary to increase the working force, laid off employees shall be recalled in the reverse order of their layoffs before any new employee is hired. Seniority shall be cumulative during periods of layoff up to a maximum of three years.

10.4 Recall Notification

- (a) Employees subject to recall shall be notified of recall by the Superintendent, by certified mail, return receipt requested, or US mail. A copy of such recall letter shall be given to the Union. The employee shall have three (3) calendar days subsequent to the post date of the Employer's receipt of sending in which to notify the Superintendent that he/she will return to work. Such certified letter shall be mailed to the employee's last known address.
- (b) If an employee is recalled to a position of fewer working hours per week than the position from which he/she was laid off, said employee shall have the right to refuse this position without forfeiting any seniority rights and shall be recalled for the next opening available subject to the three (3) year limitation.
- (c) Employees refusing recall to a position from which he/she was laid off or an equivalent position, shall be considered a voluntary termination.

10.5 Outside Bargaining Unit

Employees transferred or promoted to positions outside the bargaining unit shall be deemed to have quit for the purposes of this Agreement and may re-enter the bargaining unit only as new employees. However, the Employer and the Union, by mutual agreement, shall have the right to restore any of his seniority rights, and his seniority may be cumulative for the period of time he occupies a job or jobs outside of the bargaining unit.

ARTICLE XI **DISCHARGE AND DISCIPLINE**

11.1 Probationary Period

The Employer or its agent; the Superintendent, shall have the unquestioned right to discharge any employee during said employee's probationary period of six (6) months.

11.2 After Probationary Period

With respect to employees who have established their seniority, discharge or discipline of any such employee may be made only for just cause and in accordance with the following provisions:

- (a) All charges against an employee pertaining to discharge shall be made in writing and signed by the person making the same, one copy of such charge shall be filed with the Superintendent of Schools, one copy with the Union, and a third copy with the employee against whom the charges have been made.

- (b) In the event the Superintendent of Schools suspends, disciplines, or discharges any employee as a result of such charges, the Local Union President shall immediately be notified in writing and the matter shall immediately be referred to the third step of the grievance procedure.
- (c)
 - 1. Hearings shall be public or closed by mutual agreement of the Employer, the Union and the employee involved. If mutual agreement is not achieved, the meeting shall be closed.
 - 2. 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 same rights.
 - 3. A decision in writing shall be forthcoming within five (5) calendar days after the termination of the hearing. A copy of such decision shall be immediately furnished to the Union and to the employee involved by registered mail, return receipt requested.
 - 4. If at this point the employee is exonerated, he or she will be restored to service without prejudice and shall be compensated for any loss caused by such suspension or discharge.
- (d) In the event the Union feels that the decision of the Committee is an improper one, it shall have the right to refer the matter to arbitration in accordance with Step 4 of the grievance machinery of this Agreement. The arbitrator shall have the right to determine the amount of retroactive pay, if any, due the employee in the event he overrules the Employer's decision with respect to suspension, discharge, or discipline. To avoid arbitrary firings when the Superintendent of Schools is not satisfied with the performance of work of an employee, the employee shall be counseled in the presence of his Union Representative in order to help improve the employee's performance of work.

ARTICLE XII

GRIEVANCE PROCEDURE

12.1 Grievance Committee Members

Members of the Grievance Committee and Officers of the Chapter, not to exceed four (4), shall be allowed to process grievances during working hours without loss of pay.

12.2 Employee Attendance During Grievance

Likewise, any employee involved in a grievance shall have the right to take part at grievance meetings which may occur during his working hours without loss of pay. Members of the Grievance Committee shall be permitted to visit schools other than their own for the purpose of investigating and/or processing grievances.

12.3 Steps of Process

Whenever a grievance, dispute, or difference shall arise between the Employer and the Union and/or any Employee or group of Employees, the matter shall be handled in accordance with the following procedure and shall be in writing within ten (10) working days of the employee's knowledge of the occurrence of such grievance:

- STEP 1:** Between the Officers of the Local 2669 of Council 94 and with the Building Administrator or appropriate supervisor. The first step meeting shall be held within five (5) working days from the date the grievance is presented. If the matter is not satisfactorily settled within five (5) working days from the date of such conference (said 5 working days may be extended by mutual agreement of the Union and the Portsmouth School Department) then
- STEP 2:** Between the Superintendent of Schools, the Local Union Committee, and the International Union Representative. The second step meeting shall be arranged at a time mutually convenient to the Union and the Superintendent and shall be held within five (5) working days from the date the dispute is advanced to the second step (this five (5) working day period may be extended by mutual agreement of the Representative and the Superintendent). If the matter has not been settled within ten (10) working days, then
- STEP 3:** Between the School Committee and the Superintendent on one hand and the Local Union Committee and the Union Representative. The third step meeting shall be arranged at a time mutually convenient to the Union Representative and the Employer, and shall be held within five (5) working days from the date the dispute is advanced to the third step (this five (5) working day period may be extended by mutual agreement of the Union Representative and the School Committee). A decision in writing shall be forthcoming within five (5) calendar days after the termination of the hearing. A copy of such decision shall be immediately furnished to the Union and to the employee involved by registered mail, return receipt requested.
- STEP 4:** If the grievance is not settled as above, such grievance shall, at the request of the Union or the School Committee, be referred to the American Arbitration Association in accordance with its rules then obtaining, within 30 calendar days after an answer is received or is due as per Step 3. The parties may agree to an alternate method of arbitration such as Labor Relations Connection. The parties further agree that the fees and expenses of the arbitration shall be borne equally by the parties.

12.4 Settlements Binding

It is hereby specifically agreed between the Employer and the Union that any and all settlements of grievances, disputes or differences settled between the parties or as determined by an

arbitrator, whichever is applicable, shall be final and binding upon all the parties herein concerned.

12.5 Access of School Premises

Union Representatives or other duly accredited Union Representatives, shall have access to School Department premises at all reasonable times for the purpose of investigating and processing grievances, conferring with Local Union Representatives and/or School Committee Representatives regarding grievances or other matters regarding the relations between the parties, providing that there is no interference with the educational process, or with the work and work schedule of any employee.

ARTICLE XIII **STRIKES AND LOCKOUTS**

13.1 Strikes and Lockouts

The Union will not cause, call or sanction any strike, work stoppage or slow down, nor will the Town of Portsmouth or its agent lock out its employees during the term of this Agreement.

ARTICLE XIV **BARGAINING UNIT WORK**

14.1 Bargaining Unit Work

No one outside the bargaining unit shall perform work normally done by those individuals within the bargaining unit except in emergency situations as defined in Article 2, Section 5b. The only exception to the above shall be grass cutting, field marking/maintenance, courier service (including mail delivery), and snow plowing. Said exception shall not result in job abolishment or layoff.

14.2 Temporary Employees

Temporary employees shall be defined as those employees contracted to perform a specific task or supplement bargaining personnel not to exceed ten weeks of duration (i.e. summer help, limited period work overloads, and not otherwise in conflict with this agreement.)

14.3 Temporary Non-Bargaining Employees

Temporary non-bargaining unit workers can also be called upon to perform bargaining unit work under certain circumstances agreed to and delineated by the parties as follows:

- (a) Temps can be used after the overtime list has been exhausted and there are no bargaining unit employees available for overtime.
- (b) Temps can be used to fill absences due to illness, vacation, or other reasons which are expected to last more than three (3) consecutive working days but not over forty-five (45) days in duration.
- (c) Temps will not be used to preclude bargaining unit employees from working in a higher classification or temporary promotion from within as per the practice

between the parties and the contract Article X, Section 1(f) but can be used to backfill after temporary promotion/higher classification changes are exhausted.

- (d) Temps can be used to fill clerical absences due to illness, vacation or other reasons which are not expected to last over forty-five (45) days in duration. After forty-five (45) days Section (c) above will apply.
- (e) Temps cannot be used in a classification in which there is a vacancy, job abolishment, or layoff which has not been posted and/or filled.

ARTICLE XV

NEGOTIATIONS/TERMINATION

15.1 Negotiations:

The Union agrees to notify the Committee of its desire to negotiate in writing, no later than 120 days prior to the last date which Town Budgets are to be submitted to the Town Administrator.

15.2 Severability:

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

15.3 Terminations:

The Employer and the Union shall implement the policy objectives contained herein so as to become effective on July 1, 2015, and these policies shall remain in effect, to and including, June 30, 2018.

ARTICLE XVI

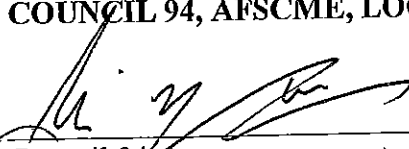
P.E.O.P.L.E

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

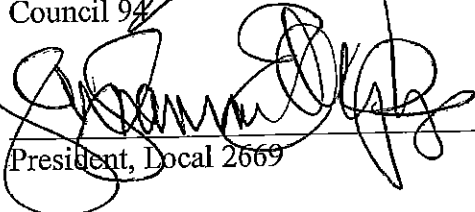
Upon receipt of a voluntary written authorization from any employee covered by this agreement on forms provided by the Union, the Employer shall deduct from the pay of such employees the PEOPLE contributions authorized by the employee and forward said deduction to the Union. Deductions shall not be coupled with Union dues and shall be forwarded separately.

IN WITNESS WHEREOF, the parties named herein have hereunto set their hands and seals this 9th day of December in the year 2015.

COUNCIL 94, AFSCME, LOCAL 2669

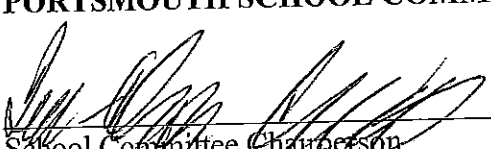


Council 94

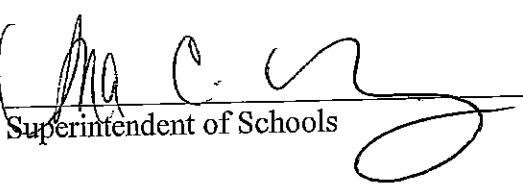


President, Local 2669

PORTSMOUTH SCHOOL COMMITTEE



School Committee Chairperson



Superintendent of Schools

APPENDIX A NON-CERTIFIED STAFF DELINEATION

Special Education Aides	37.6*
IT Technicians	3.0
Custodial	17.0
Maintenance	3.0
Clerical	19.0
Total	79.6

* The number of Special Education Aides will fluctuate based on student enrollment and student need as articulated in individual education plans.

APPENDIX B - WAGE SCALE

FY16	Step 1	Step 2	Step 3
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Clerical A	\$17.16	\$18.21	\$19.37
Clerical B	\$18.48	\$19.59	\$20.73
Clerical C	\$20.91	\$22.13	\$23.74
Clerical D	\$22.13	\$23.74	\$24.50

Custodial A	\$18.29	\$18.80	\$19.44
Custodial B	\$19.70	\$20.21	\$20.88
Custodial C	\$21.65	\$22.92	\$23.18

Maintenance A	\$18.29	\$18.80	\$19.44
Maintenance B	\$19.70	\$20.21	\$20.88
Maintenance C	\$21.65	\$22.92	\$23.18
Maintenance D	\$24.11	\$25.72	\$26.80

Special Ed Aide	\$17.62	\$18.50	\$19.37
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Aide	\$14.51	\$15.45	\$16.27
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Computer Tech	\$18.48	\$19.59	\$20.73
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Tech System Admin	\$26.13	\$28.08	\$29.06
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FY18	Step 1	Step 2	Step 3
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Clerical A	\$17.85	\$18.94	\$20.16
Clerical B	\$19.23	\$20.38	\$21.56
Clerical C	\$21.76	\$23.02	\$24.69
Clerical D	\$23.02	\$24.69	\$25.49

Custodial A	\$19.03	\$19.56	\$20.23
Custodial B	\$20.49	\$21.02	\$21.73
Custodial C	\$22.52	\$23.85	\$24.11

Maintenance A	\$19.03	\$19.56	\$20.23
Maintenance B	\$20.49	\$21.02	\$21.73
Maintenance C	\$22.52	\$23.85	\$24.11
Maintenance D	\$25.08	\$26.75	\$27.89

Special Ed Aide	\$18.33	\$19.25	\$20.16
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Aide	\$15.10	\$16.08	\$16.93
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Computer Tech	\$19.23	\$20.38	\$21.56
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Tech System Admin	\$27.18	\$29.21	\$30.23
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FY17	Step 1	Step 2	Step 3
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Clerical A	\$17.50	\$18.57	\$19.76
Clerical B	\$18.85	\$19.98	\$21.14
Clerical C	\$21.33	\$22.57	\$24.21
Clerical D	\$22.57	\$24.21	\$24.99

Custodial A	\$18.66	\$19.18	\$19.83
Custodial B	\$20.09	\$20.61	\$21.30
Custodial C	\$22.08	\$23.38	\$23.64

Maintenance A	\$18.66	\$19.18	\$19.83
Maintenance B	\$20.09	\$20.61	\$21.30
Maintenance C	\$22.08	\$23.38	\$23.64
Maintenance D	\$24.59	\$26.23	\$27.34

Special Ed Aide	\$17.97	\$18.87	\$19.76
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Aide	\$14.80	\$15.76	\$16.60
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Computer Tech	\$18.85	\$19.98	\$21.14
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Tech System Admin	\$26.65	\$28.64	\$29.64
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Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Portsmouth Schools - #00000699 - 0001, 0002, 0006
Coverage Period: 07/01/2015 - 06/30/2016
Coverage for: See below Plan Type: PPO



This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at www.BCBSRI.com or by calling 1-800-639-2227 or (401) 459-5000.

Important Questions	Answers	Why this Matters:
What is the overall <u>deductible</u> ?	For In Network providers \$250 for an individual plan / \$500 for a family plan. For Out-of-Network providers \$250 for an individual plan / \$500 for a family plan. Doesn't apply to preventive services, services with a fixed dollar copay, prescription drugs, diagnostic testing, imaging services and outpatient mental health services.	You must pay all the costs up to the <u>deductible</u> amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the <u>deductible</u> starts over (usually, but not always, January 1st). See the chart starting on page 3 for how much you pay for covered services after you meet the <u>deductible</u> .
Are there other <u>deductibles</u> for specific services?	No.	You don't have to meet deductibles for specific services, but see the chart starting on page 3 for other costs for services this plan covers.
Is there an <u>out-of-pocket limit</u> on my expenses?	Yes. 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 <u>out-of-pocket limit</u> is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the <u>out-of-pocket limit</u> ?	Premiums, balance-billed charges and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 3 describes any limits on what the plan will pay for <i>specific</i> covered services, such as office visits.

Questions: Call 1-800-639-2227 or (401) 459-5000 or TDD 1-888-252-5051 or visit us at www.BCBSRI.com.
If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at www.BCBSRI.com or call 1-800-639-2227 or (401) 459-5000 or TDD 1-888-252-5051 to request a copy.

MEM00976_R4000517_PEMIC2C_02_V



HealthMate Coast-to-Coast

Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage Period: 07/01/2015 - 06/30/2016
Coverage for: See below Plan Type: PPO

Does this plan use a network of providers?	Yes, this plan uses in-network providers. See www.BCBSRI.com or call 1-800-639-2227 or (401) 459-5000 for a list of participating providers.	If you use an in-network doctor or other health care <u>provider</u> , this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network <u>provider</u> for some services. Plans use the term in-network, <u>preferred</u> , or participating for <u>providers</u> in their <u>network</u> . See the chart starting on page 3 for how this plan pays different kinds of <u>providers</u> .
Do I need a referral to see a <u>specialist</u> ?	No. You don't need referral to see a specialist.	You can see the <u>specialist</u> you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 8. See your policy or plan document for additional information about <u>excluded services</u> .

Questions: Call 1-800-639-2227 or (401) 459-5000 or TDD 1-888-252-5051 or visit us at www.BCBSRI.com. If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at www.BCBSRI.com or call 1-800-639-2227 or (401) 459-5000 or TDD 1-888-252-5051 to request a copy.

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- **Copayments** are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- **Coinsurance** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is \$1,000, your **coinsurance** payment of 20% would be \$200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network provider charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the **allowed amount** is \$1,000, you may have to pay the \$500 difference. (This is called **balance billing**.)
- This plan may encourage you to use **In Network providers** by charging you lower **deductibles**, **copayments** and **coinsurance** amounts.

Common Medical Event	Services You May Need	Your cost if you use an In Network Provider	Your cost if you use an Out-of-Network Provider	Limitations & Exceptions
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$15 copay per visit	\$15 copay plus 20% coinsurance after deductible per visit	none
	Specialist visit	\$25 copay per visit	\$25 copay plus 20% coinsurance after deductible per visit	none
	Other practitioner office visit	\$25 copay per visit	\$25 copay plus 20% coinsurance after deductible per visit	Chiropractic Services are limited to 12 visits per year
	Preventive care/screening/immunization	No Charge	\$25 copay plus 20% coinsurance after deductible	Member liability for Out-of-Network is based on services received; For additional details, please see your plan documents or visit www.BCBSRI.com/providers/policies

Common Medical Event	Services You May Need	Your cost if you use an In Network Provider	Your cost if you use an Out-of-Network Provider	Limitations & Exceptions
If you have a test	Diagnostic test (x-ray, blood work)	No Charge	20% coinsurance after deductible	Preauthorization is recommended for certain services
	Imaging (CT/PET scans, MRIs)	No Charge	20% coinsurance after deductible	Preauthorization is recommended
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 per prescription (retail) \$12.50 copay per prescription (mail-order)	Not covered	No Charge for certain preventive drugs
	Tier 2 generally high cost generic and preferred brand name drugs	\$20 copay per prescription (retail) \$50 copay per prescription (mail-order)	Not covered	Preauthorization is required for certain drugs
	Tier 3 non-preferred brand name drugs	\$40 copay per prescription (retail) \$100 copay per prescription (mail-order)	Not covered	Preauthorization is required for certain drugs
	Tier 4 specialty prescription drugs	\$40 copay per prescription (specialty pharmacy only)	50% coinsurance	Infertility drugs: 20% coinsurance Preauthorization is required for certain drugs

Common Medical Event	Services You May Need	Your cost if you use an In Network Provider	Your cost if you use an Out-of-Network Provider	Limitations & Exceptions
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No Charge after deductible	20% coinsurance after deductible	Preauthorization is recommended
	Physician/surgeon fees	No Charge after deductible	20% coinsurance after deductible	none
	Emergency room services	\$100 copay per visit	\$100 copay per visit	Copay waived if admitted
If you need immediate medical attention	Emergency medical transportation	\$50 copay per trip	\$50 copay per trip	none
	Urgent care	\$25 copay per urgent care center visit	\$25 copay plus 20% coinsurance after deductible per urgent care center visit	Applies to the visit only. If additional services are provided additional out of pockets costs would apply based on services received.
	Facility fee (e.g., hospital room)	No Charge after deductible	20% coinsurance after deductible	45 day limit at an inpatient rehabilitation facility; Preauthorization is recommended
If you have a hospital stay	Physician/surgeon fee	No Charge after deductible	20% coinsurance after deductible	none

Common Medical Event	Services You May Need	Your cost if you use an In Network Provider	Your cost if you use an Out-of-Network Provider	Limitations & Exceptions
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health outpatient services	\$25 copay/office visit No Charge for outpatient services	\$25 copay plus 20% coinsurance after deductible/office visit 20% coinsurance after deductible for outpatient services	Preauthorization is recommended for certain services
	Mental/Behavioral health inpatient services	No Charge after deductible	20% coinsurance after deductible	Preauthorization is recommended
	Substance use disorder outpatient services	\$25 copay/office visit No Charge for outpatient services	\$25 copay plus 20% coinsurance after deductible/office visit 20% coinsurance after deductible for outpatient services	Preauthorization is recommended for certain services
	Substance use disorder inpatient services	No Charge after deductible	20% coinsurance after deductible	Preauthorization is recommended
If you are pregnant	Prenatal and postnatal care	No Charge after deductible	20% coinsurance after deductible	_____none_____
	Delivery and all inpatient services	No Charge after deductible	20% coinsurance after deductible	Preauthorization is recommended

Common Medical Event	Services You May Need	Your cost if you use an In Network Provider	Your cost if you use an Out-of-Network Provider	Limitations & Exceptions
If you need help recovering or have other special health needs.	Home health care	No Charge after deductible	20% coinsurance after deductible	none
	Rehabilitation services	20% coinsurance after deductible	20% coinsurance after deductible	Includes Physical, Occupational and Speech Therapy. Speech Therapy preauthorization is recommended for all visits.
	Habilitative services	20% coinsurance after deductible	20% coinsurance after deductible	Includes Physical, Occupational and Speech Therapy. Speech Therapy preauthorization is recommended for all visits.
	Skilled nursing care	No Charge after deductible	20% coinsurance after deductible	Custodial care is not covered; Preauthorization is recommended
	Durable medical equipment	20% coinsurance after deductible	20% coinsurance after deductible	Preauthorization is recommended for certain services.
	Hospice service	No Charge after deductible	20% coinsurance after deductible	Preauthorization is recommended
	Eye exam	\$25 copay	\$25 copay plus 20% coinsurance after deductible	Limited to one routine eye exam per year.
If your child needs dental or eye care.	Glasses	Not Covered	Not Covered	none
	Dental check-up	Not Covered	Not Covered	none

Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other <u>excluded services</u> .)	
<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 • Routine foot care unless to treat a systemic condition • Weight loss programs
Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)	
<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 • Routine eye care (Adult)

Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a premium, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 1-800-639-2227 or (401) 459-5000 or TDD 1-888-252-5051. You may also contact your state insurance department at (401) 462-9520 or by email at HealthInquiry@ohic.nj.gov, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.ccoo.cms.gov.

Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to appeal or file a grievance. For questions about your rights, this notice, or assistance, you can contact your state insurance department at (401) 462-9520 or by email at HealthInquiry@ohic.nj.gov, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.ccoo.cms.gov.

Does this Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage." This plan or policy does provide minimum essential coverage.

Does this Coverage Meet the Minimum Value Standard?

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). This health coverage does meet the minimum value standard for the benefits it provides.

Language Access Services:

Para obtener asistencia en Español, llame al 1-800-639-2227.
Kung kalangan 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.
Dineke'ehgo shika a'ohwol minisingo, kwiijigo holne' 1-800-639-2227.

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

About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.



This is not a cost estimator.

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

Having a baby (normal delivery)

- Amount owed to providers: \$7,540
- Plan pays \$7,240
- Patient pays \$300

Sample care costs:

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40
Total	\$7,540

Patient pays:

Deductibles	\$250
Copays	\$20
Coinsurance	\$0
Limits or exclusions	\$30
Total	\$300

Managing type 2 diabetes (routine maintenance of a well-controlled condition)

- Amount owed to providers: \$5,400
- Plan pays \$4,510
- Patient pays \$890

Sample care costs:

Prescriptions	\$2,900
Medical Equipment and Supplies	\$1,300
Office Visits and Procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventive	\$100
Total	\$5,400

Patient pays:

Deductibles	\$250
Copays	\$400
Coinsurance	\$200
Limits or exclusions	\$40
Total	\$890

These examples are based on coverage for an individual plan.

Questions and answers about the Coverage Examples:

What are some of the assumptions behind the Coverage Examples?

- Costs don't include **premiums**.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network **providers**. If the patient had received care from out-of-network **providers**, costs would have been higher.

What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how **deductibles**, **copayments**, and **coinsurance** can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

Does the Coverage Example predict my own care needs?

* **No.** Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.

Does the Coverage Example predict my future expenses?

* **No.** Coverage Examples are **not** cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your **providers** charge, and the reimbursement your health plan allows.

Can I use Coverage Examples to compare plans?

✓ **Yes.** When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.

Are there other costs I should consider when comparing plans?

✓ **Yes.** An important cost is the **premium** you pay. Generally, the lower your **premium**, the more you'll pay in out-of-pocket costs, such as **copayments**, **deductibles**, and **coinsurance**. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

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Benefit Highlights

PORTSMOUTH SCHOOL DEPARTMENT NON CERTIFIED

Product Name: Delta Dental PPO/Delta Dental Premier
Plan Type: National Coverage

The information listed here is not a guarantee of payment. Payment is based on the Delta Dental allowance for each procedure. To be covered, services must be dentally necessary and in accordance with Delta Dental's treatment guidelines. All services must be performed in a dental office. These benefits are listed according to the level of coverage (i.e. 100%, 80%). Your group number is 5885-0026. Coverage for benefits with time limitations (i.e. 6, 12, 24, 36 or 60 months) is calculated to the exact day.

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

Pretreatment estimates are recommended for underlined procedures.

Plan pays 100%; Member Coinsurance 0%

- Oral exam - once per calendar year performed by a general dentist
- Cleaning - twice per calendar year
- Fluoride treatment - for children under age 19 once per calendar year. Fluoride varnish once per calendar year for members over age 16 following gingival flap or osseous surgery.
- Bitewing x-rays - one set per calendar year
- Complete x-ray series or panoramic film once every 36 months
- Single x-rays as required
- Sealants for children under age 16, once every 24 months on unrestored permanent bicusps and molars
- Palliative treatment (minor procedures necessary to relieve acute pain) twice per calendar year
- Amalgam (silver) fillings. Composite (white) fillings on front teeth only. For composite fillings on back teeth, the plan pays up to what would have been paid for an amalgam filling. Patient is responsible for the balance up to the dentist's charge.
- Space maintainers once every 60 months for lost deciduous (baby) teeth
- Extractions and other routine oral surgery when not covered by a patient's medical plan
- General anesthesia or intravenous (I.V.) sedation for certain complex surgical procedures
- Root canal therapy
- Repairs to existing partial or complete dentures once per calendar year
- Recementing crowns or bridges once every 60 months
- Rebasing or relining of partial or complete dentures once every 60 months
- Crowns over natural teeth, build ups, posts and cores - replacement limited to once every 60 months

Plan pays 50%; Member Coinsurance 50%

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

Orthodontics:

Plan pays 50%; Member Coinsurance 50%

- Braces and related services for dependent children under the age of 19
- Lifetime maximum (orthodontics only) is \$1,200.00

Dependent coverage - Dependent children are covered up until the end of the year that they turn age 19. Dependent children who are full-time students over age 19 are covered as long as they stay in school or up until the end of the year that they turn age 23.

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

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

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

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