

WORKING AGREEMENT
BETWEEN
LOCAL RI - 153
CUSTODIANS
AND THE
CRANSTON SCHOOL COMMITTEE

JULY 1, 2024 TO JUNE 30, 2027

CRANSTON SCHOOL COMMITTEE

Michael A. Traficante
Keith Catone
Domenic F. Fusco
Anna Mederios
Domenic Fusco, Jr.
Buddy Croft
Anthony Melillo
~~Sara K. Tindall Woodman~~

NEGOTIATION COMMITTEE

Jeannine Nota-Masse- Superintendent
Joseph Balducci- Chief Financial Officer
Michael F. Crudale- Chief Human Resources Officer
Ed Collins- Chief of Facilities Management and Capital Projects
Anthony Melillo- School Committee
~~Sara K. Tindall Woodman- School Committee~~

NEGOTIATION COMMITTEE/NAGE - Local RI 153

Raymond Casale, President
Scott Creighton
Randy Higham
Matthew Gordon

AGREEMENT

PREAMBLE

This agreement entered into by the Cranston School Committee and the National Association of Government Employees (NAGE), Local RI - 153, Cranston Public School Employees, hereinafter referred to as the Union, has as its purpose the promotion of harmony between the School Committee and the Union.

TABLE OF CONTENTS

Article I	Recognition	Page 5
Article II	Dues Deductions/Union Security	Page 5
Article III	Hours of Work Standard Schedule	Page 6-7
Article IV	Holidays & Overtime	Page 7-11
Article V	Vacations	Page 11
Article VI	Leave Provisions	Page 12-15
Article VII	Promotions/Seniority	Page 16-19
Article VIII	Dismissal	Page 18
Article IX	Grievance & Arbitration Procedure	Page 19-21
Article X	No Strike-No Lockout	Page 21
Article XI	Health Insurance	Page 21-22
Article XII	General Provisions	Page 22-24
Article XIII	Management Rights	Page 24
Article XIII	Savings Clause	Page 25
	Additions/Deletions/Modifications	Page 25
	Duration	Page 25
Appendix A	Custodian Pay Scale Chart	Page 26-29
Appendix B	Membership Authorization Form	Page 30
Appendix C	Membership Withdrawal Form	Page 30
Appendix D	Summary of Benefits & Coverage	Page 30-37

ARTICLE I

Recognition

- A. The School Committee recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all employees in the bargaining unit.
- B. The bargaining unit shall consist of all custodians and utility crew of the Cranston Public Schools as defined in Title 28, Chapter 9.4., Section 2, of the General Laws of Rhode Island 1956, as amended.
- C. The word, employee shall be limited to those person in the above classifications who are regularly employed sixteen (16) or more hours per week by the Cranston Public Schools, subject, however to a ruling or decision by the Rhode Island State Labor Relations Board or by a count of competent jurisdiction that employees who work less than sixteen (16) hours per week are regular employees. In that event, such a ruling or decision shall determine which employees are within the appropriate unit and all benefits and obligations of this agreement shall thereupon apply to them.

ARTICLE II

Dues Deductions/Union Security

A. The Committee agrees to deduct from the salaries of bargaining unit member's dues for the, National Association of Government Employees (NAGE), Local RI - 153, and to transmit such deductions to the National Association of Government Employees (NAGE), Local RI - 153 . Such deductions will be taken in equal installments over the available number of pay periods. Termination of employment during the school year will result in the balance of dues being deducted from the last check. Such withholdings to be transmitted at intervals of no greater length than thirty-one (31) days to the treasurer of the National Association of Government Employees (NAGE), 159 Burgin Parkway, Quincy, Massachusetts, 02169 and accompanied by a list of employees paid.

B. The National Association of Government Employees (NAGE), Local RI - 153 will give the Superintendent 30 days' notice in writing prior to the effective date of any change in the membership dues to be deducted for any of said organizations.

C. Employees may consent to Local RI-153 dues deduction on a Dues Deduction Authorization Form mutually agreed to by the parties appended to this Agreement as Appendix B. A Dues Deduction Authorization Form shall remain in effect until a Cessation of Local RI-153 Membership Dues Form is signed and processed as provided below.

An employee may cease membership dues deduction by submitting a document to stop membership dues deduction on a form mutually agreed to by the parties appended to this Agreement as Appendix C. A Cessation of Local RI-153 Membership Dues Deduction form shall be submitted to both Local RI-153 and the Payroll Department.

ARTICLE III

Hours of Work Standard Schedule

All full-time positions shall consist of five (5) consecutive days, eight (8) hours a day, in any regular work week.

Work shifts will be determined by the Cranston Public Schools as needed by building demands.

A. Shifts shall be as follows:

Secondary Level/Utility Crew Day Shift

6:30am-2:30pm

½ hour lunch included

Elementary Day Shift

7:00am-3:00pm

½ hour lunch included

Night Shift (All Levels)

3:00pm-11:00pm

½ hour lunch included

Food Truck Shift

½ hour lunch included

9:00am-5:00pm (includes food truck and building custodial work)

Any deviation from these scheduled hours must be approved by the Chief of Facilities Management and Capitol Projects after discussions with the foreman of the building.

During the normal school year the utility crew, which includes the foreman, will be required to have three (3) workers work a flex shift (i.e. Tuesday to Saturday as scheduled by the Director of Plant Operations). The Director of Plant Operations will use all efforts to assign the workers to this flex shift on a rotating basis so that the utility crew members will only work the flex shift one month at a time. Flex shift workers will not be utilized to cover events on Saturdays.

If a member is requested to start his/her workday earlier than scheduled, he/she will not be sent home earlier at the end of his/her workday.

- B. When a member of the Utility Crew is assigned to cover a building, the assignment shall not exceed two (2) weeks.
- C. All custodians will receive their pay through direct deposit. The district will provide the following information via the employee self-service system: a personnel and payroll information, advices, W-2, W-4, 1095 and time off documents. A time and attendance system will be used to log hours worked for payroll purposes.

One mandatory meeting to address workplace safety is to be scheduled on a Saturday. If this meeting results in a bargaining unit member working more than forty (40) hours in that week, the bargaining unit member will be paid overtime for the mandatory meeting. If a vacation or holiday falls in the week of the mandatory meeting, that day will be counted toward the forty (40) hours.

ARTICLE IV

Holidays & Overtime

- A. All Bargaining Unit Members will be entitled to be paid for holidays as set forth in the School Committee's adopted school calendar, as well as those holidays listed below:

Independence Day
Victory Day

- B. In order to be eligible for compensation for any of the above holidays, the custodian and/or utility crew must have worked the last regular work day preceding the holiday and the day following it.

Notwithstanding the above, the compensation for a holiday shall be made to an employee who has been known to be ill over a two-week period of time, including the days surrounding the holiday.

- C. When an employee is required to work on a state holiday, he/she shall be paid at the rate of time and one-half for all hours worked.
- D. Overtime work is defined as time over forty (40) hours per week. Vacation days and holidays will be counted towards the forty (40) hours in the week, except when an employee is taking a whole week vacation. The rate for overtime work required by the School Department shall be time and one-half of the regular hourly rate, except for overtime work on Sundays, which shall be at double the regular hourly rate. Snow removal shall be at the rate of double time when:
 - a. School is closed
 - b. Saturdays and Sundays
 - c. In the event the School Department moves to virtual learning due to snow.
- E. If snow removal is needed on the weekends or during the week all full time employees must be available to come in to work unless they are out sick, on vacation, bereavement or out on workers compensation.
 - a. All buildings must be cleared on weekends for the start of school on Monday
 - b. Unless directed differently by the Chief of Facilities Management and Capitol Projects employees will be assigned to their present building for snow removal.
- F. In the event a Senior Custodian or Foreman is called back due to open windows, break-ins, or alarm problems, a minimum of three (3) hours at a rate of time and one-half hours will be paid.
- G. Overtime must receive prior approval of the Director of Plant Operations for all employees.
- H. Whenever a paid holiday falls during the employee's vacation, or otherwise scheduled day off (other than a sick day), the employee shall receive the holiday pay.
- I. Special Events:
 - 1. Special events shall be defined as an activity taking place before or after the normal work day or shift. Assignment of the custodian(s) shall be done

by seniority in the building first, utility crew second, snow removal and then others who may be interested. The Director of Plant Operations shall determine the number of custodians to be assigned to the event.

- a. A list shall be established at the beginning of the school year by seniority for any custodian interested in snow removal.
 - b. The list established in Section H.1a shall be used when additional employees are need over and above H.1
 - c. All overtime for the utility crew shall be by rotation and seniority
2. The building shall be opened at a time determined by the Director of Plant Operations.
 3. At the conclusion of the event, the custodian will ensure that the facility is acceptable for use the following day.
 4. The custodian shall assist the group and remain in the area of the activity and visible, unless otherwise requested, in case of additional assistance.
 5. The rate of special events which occur on Sundays and Holidays will be at the rate of double time.
 6. Any member of NAGE Local RI - 153 who works a special event that takes place before or after the normal workday shall be compensated at the rate of time and one-half of the regular hourly rate, except for an employee who works on a Sunday. The employee will be compensated as stated in Section H.5.
 7. Any employee who works a special event will be compensated for a minimum of three (3) hours, regardless of whether the event is finished prior to the three (3) hour mark.
- J. When a school maintains a custodial staff of three (3) or more, overtime shall be determined by the following:
1. Day-shift custodians shall work week night events
 2. Night-shift custodians shall work weekend events
- K. The foreman shall post a list by seniority for rotation purposes. Events during the summer shall be assigned by seniority for rotation purposes.
- L. School vacations shall be assigned as stated above in Section H.1.
- M. At the discretion of the Director of Plant Operations, the foreman may be assigned to any event.
- N. If a custodian is by-passed in rotation by any of the above procedures, the remedy will be to give the custodian the next available assignment at the appropriate hourly rate.

ARTICLE V

Vacations

- A. Beginning in 2021-2022 school year, those employees who have completed (6) six months, of service, with Cranston Public Schools as a custodian will be granted one (1) week vacation, to be taken with the approval of the Chief of Facilities Management and Capitol Projects.
- B. Beginning in 2021-2022 school year, those employees who have completed (3) three years of service, from their date of hire, with the Cranston Public Schools as a custodian will be granted two (2) weeks vacation, to be taken on dates approved by the Chief of Facilities Management and Capitol Projects.
- C. Beginning in 2021-2022 school year, those employees who have completed (5) five years of service, from their date of hire, with the Cranston Public Schools as a custodian will be granted three (3) weeks vacation, to be taken on dates approved by the Chief of Facilities Management and Capitol Projects.
- D. Beginning in 2021-2022 school year, those employees who have completed (8) eight years of service, from their date of hire, with the Cranston Public Schools as a custodian, will be granted four (4) weeks vacation. Vacation will be taken on dates approved by the Chief of Facilities Management and Capitol Projects.
- E. All vacation requests must be submitted in writing to the Director of Plant Operations two (2) weeks prior to the requested date. All vacation requests must be approved by the Director of Plant Operations.

ARTICLE VI

Leave Provisions

- A. Sick Leave
 - 1. All regularly appointed full-time **and part-time** custodians and utility crew shall **earn accrue** sick leave at the rate of one day per month. If a member is out in excess of 5 days in one month **that member will not accrue that monthly sick day unless the member provides appropriate medical documentation to the Chief Human Resources Officer, and said Officer approves the same.**

2. In case of absence due to personal illness in excess of three (3) consecutive days, a certification from a physician stating the nature of the illness may be required. The medical certificate will have the nature of the illness, next scheduled evaluation and tentative return date.
3. ~~Regularly appointed part-time custodians shall earn sick leave at the rate of one day per month during which they work more than eighty-five percent (85%) of the work days of the month.~~
4. When an employee becomes ill on the job, the employee may choose to take sick leave. Disciplinary action will not be taken against the employee in these circumstances unless determined to be abusive.
5. Accrued sick days/sick banks for all bargaining unit members shall be frozen effective March 1, 2012 and no unused sick days shall be allowed to accumulate or be added to the sick bank during the term of this agreement for purposes of payout to bargaining unit members who have worked for the Cranston Public Schools for ten (10) years or more, upon retiring from the Cranston Public Schools and being deemed eligible for retirement by the Employees Retirement System of Rhode Island (ERSRI). In the event that any bargaining unit has accrued and exhausted twelve (12) days of unused sick leave in a contract year, and only in that event, that member will be allowed to access any sick days that he has accumulated. Notwithstanding the above, bargaining unit members may accrue up to twelve (12) days of unused sick time per year, not to exceed sixty (60) days in total, but as stated above, this will not be counted as part of the payout upon their qualifying requirement, and there is no cap on this unpaid bank. For informational purposes, the sick bank for purposes of payout as of June 1, 2014 is set forth in Exhibit A under the column entitled LEG.
6. Employees cumulative accrual sick time shall be sent to all member no later than October of each year.
7. Union members who achieved perfect attendance during the year shall be entitled to \$500. Perfect attendance is defined as the use of no sick time, family illness time or unpaid time, from July 1 through June 30.
8. Night staff shall notify the administration that such staff person will be using a sick day before 12 noon. If the staff person fails to notify, the time off shall be unpaid leave and not credited against sick leave.

B. Bereavement Leave:

1. In the case of death in the immediate family (father, mother, sister, brother, son, daughter, spouse, father-in-law, son-in-law, daughter-in-law, mother-in-law, domestic partner, or other persons in the immediate household) a member may be absent for the period of mourning, including the day of the funeral, not to exceed seven (7) calendar days. In the event the request for bereavement is for something other than 7 consecutive calendar days, the request must be approved by the Chief Human Resources Officer.
2. In case of death of a grandfather, grandmother, grandson, granddaughter, stepfather, stepmother, stepson, stepdaughter, a member may be absent for a period of mourning, including the day of the funeral, not to exceed 3 calendar days.
3. In case of death of a niece or nephew, a member may be absent for a period of mourning, including the day of the funeral, not to exceed two (2) calendar days.
4. In the case of death of relatives by blood or marriage not listed in 1 through 3 above, custodians and/or utility crew will be allowed the day of funeral without loss of pay.

C. Maternity Leave

1. Maternity leave, without compensation or benefits, shall be granted by the Committee upon recommendation of the Superintendent for a period not to exceed one year. Written request for such leave must be made no less than sixty (60) days prior to the date the leave is to begin.
2. Requests for maternity leave without compensation must be accompanied by a physician's statement establishing the expected date of confinement and the date through which the employee may be physically unable to fulfill all requirements of her position.
3. Maternity leave shall expire at the end of the period for which the leave was granted. If a request to return from leave under this section is not made prior to the expiration of the leave period, the employee shall be considered to have terminated her employment.
4. Employees may exercise the provisions of paragraph A of this article in cases of pregnancy.
5. When paragraph A is opted, the employee must work up to the time of disability and return at the time the disability no longer exists, exactly as with any other illness or disability which may cause an employee to be absent.
6. Employees must select only one option in case of pregnancy; the long-term, non-paid leave with a one year maximum, or the sick leave option

which will generally be for the required period of confinement as established by medical data.

7. The administration may require employees to submit to a physical examination conducted by a physician selected by the administration when paragraph A of this article is being exercised.

D. Military Leave

1. The committee will grant a leave of absence for limited military training to an employee covered under this agreement who is an active member of a reserve component of the Armed Forces of the United States.
2. The length of the military leave for training will not exceed the standards established by Federal Regulations for training activities required of the employee for the maintaining of creditable standing in the reserve component of the Armed Forces.
3. Any employee covered under this Agreement who is required to participate in activities relating to membership in a military reserve unit shall be granted military leave with pay equal to the difference between the amount the employee receives from said military unit and the amount the employee would ordinarily receive had the employee worked for the Cranston School System during said leave.

- E. Union Representative Leave: A leave of absence, without compensation, not to exceed five (5) days in any one-year period, shall be granted to two (2) elected officials of Local RI - 153 to attend international, regional or state conventions without reprimand.

F. Leave for Illness in the Family

1. Leave of absence without compensation may be granted to members of the bargaining unit consistent with the Family Medical Leave Act.
2. Members may be granted two (2) days compensation for family illness.

~~A certificate from a physician stating the nature of the illness shall be submitted with the request.~~

G. Personal Business Leave

1. All employees listed in paragraph A, above, shall be entitled to personal day leave, with compensation, not to exceed two (2) days per year to conduct business which cannot be reasonably conducted outside the work day. However, the personal leave day cannot be taken the day before or the day after a holiday. Further no more than four (4) employees may take a personal leave day on the same day, and this will be determined on a first come-first serve basis.

2. Request for personal day leave must be submitted for approval to the Director of Plant Operations, as applicable, in writing five (5) calendar days prior to the day of leave. No reasonable request shall be denied.
3. In the event of non-approval by the Director of Plant Operations, appeal may be taken to the Chief Operating Officer.

H. Unpaid Leave

Employees may request unpaid leave for reasons of personal illness or disability. Written request for unpaid leave shall be made to the Superintendent or designee. Such request shall be accompanied by a physician's statement acceptable to the administration indicating:

- Substantiating the medical condition, and
- The necessity for the leave, and
- Approximate date of return.

Periods of leave may not exceed six (6) calendar months. The recommendation for approval of the leave may be granted in the discretion of the Superintendent.

While on unpaid leave, employees will not accrue any benefits under the collective bargaining agreement including sick leave, vacation leave or longevity, except seniority which will continue to accrue.

While on unpaid leave under this section, employees may continue in the district's offered medical insurance program, as provided in Article XI, however, the employee must pay 100% of the cost of the healthcare (as determined by the school department) through timely monthly payments while on this leave.

Upon expiration of the leave, the employee may be returned to the position from which the leave was granted if that position is vacant. If it is not vacant, the employee will be placed in a similar position with the comparable salary.

Prior to return to full time assignment, the employee shall submit a physician's statement to the Human Resources Office in a form acceptable to or created by the administration, indicating that the employee is able to fulfill all the duties of the position on a full-time basis without limitation.

ARTICLE VII

Promotions/Seniority

- A. All vacancies shall be sent to all buildings and posted in all schools. A copy of the posting will be sent to Senior Custodians and Foreman, in a separate envelope

to their attention. During the summer and vacation periods posting of all vacancies will be mailed via United States Postal Service to the home of the President of Local RI - 153.

- B. All posted custodial vacancies shall be filled on the basis of the best qualified person available; provided, however, that where two or more candidates are substantially equal in qualification, the applicant with the greatest seniority shall be given the preference. The bidding period for custodial vacancies shall be five (5) days following the announcement.
1. Any employee interested in the posted position may apply in writing to the Chief Operating Officer within the five (5) day posting period. The posting shall be dated and indicate which school has the vacancy and time of shift and shall designate the last day on which applications will be accepted in the Human Resources Office.
 - a. Seniority shall commence the day following the closing of bid
 - b. A change of pay rate shall commence when the employee is placed in the position which he/she gained through the bidding process.
 - c. If the employee is not placed in the position within twenty (20) working days, he/she shall be given the rate change.
 - d. Only bids filled out on the, "Employee Bid Form" will be accepted in the Human Resource Office.
 - e. All bids must be in the Human Resources Office no later than 4:30pm on the last day of the posting (except during school vacation, bids are closed at 3:30pm and during the summer at 3:00pm).
 - f. Employees who have submitted bids may withdraw their bids up to 4:30pm (3:30 during school vacation and 3:00pm during summer vacation) on the last day of posting, otherwise all bids will be considered and the successful bidder must accept the position.
 - g. The Union President or his designee may review bids after the closing.
 2. Employees governed by the terms and conditions of this collective bargaining agreement shall be permitted to exercise the provisions of this section (VII B) one time in a given school year (September through June). If an opening occurs after the school year has ended (after the last school day in June) and the employee has been in his/her present position for at least six (6) months, the employee may bid for the open position.
 3. In the even the employee with greater seniority is not selected to fill a posted vacancy, the Director of Plant Operations shall, at the option of the employee, meet with the employee and the President of Local RI - 153

and shall state his reasons for the selection that was made. The decision of the Director of Plant Operations, regarding this paragraph, is subject to grievance procedure.

4. Employees selected for assignment to positions under the terms of this article shall be required to successfully complete a 90-day trial period in the position. During the trial period, a bi-weekly progress report will be made by the employee's supervisor, a copy of which shall be furnished to the employee, the Director of Plant Operations and the Chief Operating Officer.
 5. In the event the employee is determined to be fulfilling the requirements of the position in a less than satisfactory manner as determined by the Director of Plant Operations, the following will take place:
 - a. The employee will be informed, in writing, as will the President of Local RI - 153, that he/she has been evaluated as being unsuited to fill the position.
 - b. The employee will be advised that he/she may apply for any vacant position that becomes available.
 - c. The employee will be advised that he/she will be transferred to a vacant position providing there occurs no breach of any other bargaining unit members' seniority rights under this article.
 - d. Any employee disqualified for a position after a trial period may seek review of that disqualification through the grievance procedure.
- C. Seniority shall be a prime consideration in respect to job security, layoffs, recalls and vacation preference. Effective July 1, 2005, the School Department agrees that if a building or facility closes or if there is a reduction in the workforce due to a layoff that employs any full-time custodians or utility crew worker, a bumping system shall be utilized allowing the employee to bump the least senior employee within their classification.
- D. New employees shall be considered probationary employees for a period of six months from their date of hire with no rights or recourse to the grievance provisions for dismissal but will be subject to all other provisions of this agreement. Upon completion of a period of six (6) months, the employee shall be placed on the seniority roster, and the effective date of seniority shall be the date of hire.

- E. Annual increases effective July 1, will be given to employees hired prior to January. An employee hired after January 1, shall remain on the step at the time of hire until the following year.
- F. Seniority shall be forfeited in the event than an employee is discharged for cause, or in the event that he/she terminates his/her employment voluntarily.
- G. The President will be given a seniority list by September 30th of each year. Upon receipt of the seniority list, the President will have thirty (30) days to question the seniority list. After thirty (30) days the list will be accepted and become the official list and will not be questioned or changed based upon previous seniority lists.
- H. Notwithstanding the above sections, the Administration may, in its reasonable discretion, transfer an employee to a lateral position to avoid a layoff or reduction in force.

ARTICLE VIII

Dismissal

- A. Unauthorized absences, incompetence, insubordination, conduct unbecoming an employee of the Cranston Public Schools, or other acts which may be considered not to be or have been in the best interest of the school system shall be considered just cause for dismissal.
 - 1. For the purposes of administering this agreement incompetence is defined as the inability or unwillingness of the employee to perform assigned duties in a satisfactory manner and in the required work day.
 - 2. Insubordination is defined as the refusal of an employee to carry out the directions of a superior or to violate Cranston School Committee Policy related administrative regulations.
 - 3. Conduct unbecoming a school system employee may be defined as the flagrant act or acts of discourtesy to parents, student, or other employees of the school system. Conduct unbecoming a school system employee shall also be defined as any act by the employee that tends to cast aspersions on the public schools of Cranston.
- B. The exercise of the provisions of this article by the Administration may be made the subject of grievance.

- C. When a letter pertaining to discipline is sent out to any employee or a change of policy is posted in any building, a copy of the letter will also be sent to the Local President at the same time.
- D. "WEINGARTEN RIGHTS" shall apply to all union members as follows: if this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request my union representative, officer, or steward be present at the meeting. Without representation, I chose not to answer any questions.

ARTICLE IX

Grievance & Arbitration Procedure

- A. Grievance Defined: for the purpose of the agreement, the term "grievance" means any difference or dispute between the employer or its agents and the Union or any of its agents and the Union or any of its members with respect to interpretation, application or violation of any of the provisions of this agreement. A Union grievance shall be filed at step two (2) of the grievance procedure.
- B. First step: Within five (5) working days from the date of the act or knowledge thereof, an employee shall submit his grievance in writing to his/her superior or Principal and the Grievance Committee. The signed grievance shall include: 1) name and position of the grievant; b) the date of occurrence of the grievance and the facts involved; c) the corrective action requested. A written decision shall be given by the superior of Principal within five (5) working days after receipt of grievance.
- C. Second step: the grievance shall be considered settled in accordance with the written decision rendered in the first step, unless the Union shall notify the Chief Operating Officer in writing within five (5) days after receipt of said written decision that it requests a meeting between the Grievance Committee of the Union and said Chief Operating Officer. Such meeting shall be scheduled within five (5) working days of such meeting.
- D. Third step: the grievance shall be settled in accordance with the written decision rendered in the second step, unless the Union shall notify the Superintendent in writing within five (5) working days after receipt of said written decision of the Chief Operating Officer that it requests a meeting between the Grievance

Committee of the Union and the Superintendent. Such meeting shall be scheduled within ten (10) working days of such meeting.

E. Fourth Step:

1. A grievance which is not resolved at the third step under the grievance procedure may be submitted by the Union to arbitration. The arbitration may be initiated by the Union by filing with the School Committee and the American Arbitration Association of the Labor Relations Connection, a notice of arbitration.
2. The notice shall be filed not later than ten (10) working days after recession of a decision in writing from the third step of this grievance procedure.
3. Within ten (10) days of the receipt of the arbitration request by the committee, the committee and the Union will agree upon a mutually acceptable arbitrator or, if unable to reach such agreement, a request may be made to the American Association Arbitration or the Labor Relations Connection by either party for a list of arbitrators.
4. The parties will be bound by the voluntary labor arbitration rules of the American Arbitration Association or the Labor Relations Connection regardless of how the arbitrator is selected and will share equally the cost of the arbitration process.
5. The decision of the arbitrator shall be final and binding providing that the arbitrator shall not have the power to add to or subtract from or modify any of the terms of agreement, and no appeal shall be taken except on the grounds that the decision was procured by fraud or that the arbitrator exceeded his authority.
6. All grievances shall be handled as quickly as practicable. The time limits specified on any level of this procedure may be extended in any specific instance by mutual agreement of the parties in writing.

F. Timely grievances: Grievances which are not submitted within the said five (5) day period, or which are not appealed within the above-mentioned time limits shall be considered as waived and not entitled to further consideration unless the time is extended by mutual agreement of the parties. If the employer fails to answer a grievance on any step within the specified time limits, the Union may proceed to the next step of the grievance procedure. The Union agrees to screen grievances in order to prevent unnecessary grievances from consuming the time of parties concerned.

G. The Union agrees that it will not bring or continue any grievance which is similar to a grievance denied by the decision of the arbitrator; and the committee agrees

that it will apply to similar situations the decision of an arbitrator sustaining a grievance.

ARTICLE X

No Strike - No Lockout

During the term of this agreement the Union agrees there shall be no lock out, strikes, walkouts, sit-ins, slowdowns or other interruptions, suspensions or cessations of work or any picketing or interference of any nature with the operations of the school department by the Union, or by any of its members or at its insistence for any reason whatsoever, or because of any matter in controversy or dispute between the Union, or any of its members and the employees, or between the Union or any of its members and the school department or between the school department and others: the school department agrees not to lock out union employees.

Employees who participate in any strike, or any other of said acts shall be considered to have voluntarily terminated and their names shall be dropped from the seniority lists.

ARTICLE XI

Health Insurance

- A. The Committee shall provide individual or family coverage for medical insurance, including a dependent rider to age 26. The Committee will have the option of offering multiple plans for all employees and applicable riders. All bargaining unit members will be responsible for twenty (20%) percent cost based upon their plan. Payments under this article shall be subject to section 125 of the IRS code. Effective July 1, 2022 medical benefits shall be as set forth in Appendix D which shall include a \$500 deductible for an individual plan and a \$1000 deductible for the family plan. Effective July 1, 2022 dental benefits shall be as set forth in Appendix E, , including a rider to eligible dependents to age 26.
- B. Printed application forms must be requested, completed and submitted to the Human Resources Office in order to initiate the above-mentioned coverage.
- C. The inclusive dates of the above-mentioned health insurance coverage shall be subject to the membership regulations of the agency providing the insurance protection.

- D. Custodians who are employed for twenty (20) hours per week and who have no protection under any other medical insurance contract will be provided with individual medical insurance coverage by the committee as set forth in paragraph A above.
- E. The Committee will provide a \$20,000 term life insurance policy for full-time employees and will permit part-time employees to participate in the program at their own expense.
- F. Employees will have the option to purchase optional term insurance. This policy is subject to the terms and conditions of the plan as specified by the agreement between the Cranston School Committee and the current life insurance company.

ARTICLE XII

General Provisions

- A. Social Security Coverage: All employees shall participate in Social Security Coverage.
- B. Quarantine: When any employee is subject to quarantine by order of the Health Department, there shall be no loss of salary for all employees.
- C. Physical Examination: Whenever the school department requires an employee to have a physical examination it shall be made without cost to the employee either by the city physician or by another physician selected by the school department, If the employee chooses to have the examination conducted by his personal physician, the school department shall not be responsible for the cost.
- D. Work in Higher Classification: When a Senior employee is assigned to work in a unit in a higher classification for a period of more than five (5) consecutive days he/she shall receive the salary of the higher classification but at step equal to his/her regular assignment for all hours worked and holiday hours in the higher classification. The five (5) days will be considered their waiting period for that entire year.
- E. Uniforms:
 - 1. Utility crew will be supplied five (5) sets of uniforms and all other Custodians will be supplied two (2) uniforms at no cost to him/herself and

said custodian will accept the responsibility for proper laundering and upkeep.

2. Utility crew and personnel, if they so desire, shall be provided safety shoes and equipment as follows:
 - a. Utility crew: five (5) sets of uniforms, safety glasses, work gloves and steel toe insulated, waterproof and chemical resistant shoes.
 - b. Food truck drivers: standard steel toe shoes. Replacement of shoes shall be as needed
3. Uniforms will be required to be worn during the regular school year. During the summer recess, it is the option of the employee whether or not to wear the uniform, unless the employee is covering a special event at which time the uniform must be worn.

F. Jury Service: An employee who is required by law to be absent from work for Jury Duty will be paid the difference between the employee's gross daily school department salary and the gross daily compensation received for the performance of Jury Service, only when the gross daily jury service salary is less than the gross daily school salary. In order to qualify for such compensation, the employee called for jury duty will be required to report to work when excused from jury duty at 11:00am on any day of jury duty.

G. Transfers

1. The Committee shall exercise its prerogative in transferring personnel when deemed to be in the best interest of Cranston Public Schools.
2. Transfers will be made effective under consultation between the employee and a representative of the administration. The employee may choose to have a representative of the Union present at the time of the consultation.
3. The employee shall be given, upon his/her request, reason(s) for the transfer in writing.
4. Transfer of employee under the terms of this paragraph shall be accomplished as follows:
 - a. The employee may apply for a vacant position and be considered for this assignment on the basis of his/her qualifications and seniority.
 - b. The employee may be assigned to a position which becomes vacant provided no more senior and no more qualified employee seeks to be assigned.
5. Notwithstanding section G.4. above, the administration may, in its reasonable discretion, transfer an employee to a lateral position to avoid a layoff or reduction in force.

- H. During the school recess and summer vacation period, the four-hour custodians shall be utilized to work along with the full-time custodian by consolidating their total number of work hours (20 hours) into two or three days whenever practicable.

ARTICLE XIII

Management Rights

- A. Unless expressly provided otherwise in this agreement, the Cranston School Committee reserves the right to:
1. Direct the work of its employees
 2. Hire, promote, evaluate and retain employees in positions within the school system
- B. Unless expressly provided otherwise in this agreement; the Cranston School Committee reserves the right to:
1. Direct the work of its employees
 2. Hire, promote, evaluate and retain employees in positions within the school system.
 3. Suspend or discharge employees.
 4. Maintain the efficiency of school operations.
 5. Determine services to be rendered by the Cranston Schools
 6. Take action as may be necessary to carry out the mission of the public schools
 7. Determine the methods, means and personnel by which operations are to be carried out.
 8. Be the policy making and governing body of the public schools.
 9. Take any other action which is in the best interest of the public schools.

Savings Clause

In the event that any section of any provision of this agreement is or shall at any time be declared contrary to law, all the sections of said provision and all other provisions of this agreement shall remain in effect.

Additions/Deletions/Modifications

No additions, waivers, deletions, modifications, changes, or amendments of this agreement shall be made during its life, except by mutual consent, in writing by both parties.

Duration

The provisions of this agreement herein contained shall remain in full force and effect for the period beginning July 1, 2024 and ending June 30, 2027.

Chairperson
Cranston School Committee

President
Employees NAGE Local RI - 153

Superintendent of Schools

NAGE Representative

Custodian Pay Scale Chart

Appendix A

District Wide ~~Head-Custodian~~ Foreman

The Administration will create the position of District Wide ~~Head-Custodian~~ Foreman and add to the custodian pay scale chart. **Salary for said** Said position **will be based on the employee's step and** have an hourly rate of High School Foreman plus (+) \$2.00 per hour and an additional **annual** stipend of \$3,400.00. The Administration will develop an appropriate job description with input from the Union President.

2024/2025	2025/2026	2026/2027
26.53	27.02	29.54

~~DISTRICT WIDE HEAD-CUSTODIAN~~

Job Description

- ~~• Provide supervision, direction and training to all custodial staff as directed by the Director of Plant and operations~~
- ~~• Implement new cleaning procedures and practices throughout the district as directed by the Chief of Facilities Management and Capitol Projects~~
- ~~• Perform inspections of cleanliness in all buildings throughout the district as directed by the Chief of Facilities Management and Capitol Projects~~
- ~~• Report all findings back to the Chief of Facilities Management and Capitol Projects~~
- ~~• Organize crews to address larger projects as directed by the Chief of Facilities Management and Capitol Projects~~
- ~~• Organize summer cleaning during vacations or on weekends as directed by the Chief of Facilities Management and Capitol Projects~~
- ~~• Assist in planning or scheduling the cleaning of buildings under construction as directed by the Chief of Facilities Management and Capitol Projects~~
- ~~• Must hold a foreman's position and be able to leave his/her building during the day to carry out any duties as directed by the Chief of Facilities Management and Capitol Projects~~
- ~~• Appointment will be based on candidates understanding of all
 - ~~—cleaning standards~~
 - ~~—operating all cleaning equipment~~
 - ~~—ability to plan out cleaning around major projects throughout district~~~~

- ~~—ability to address all concerns in buildings not meeting expectations~~
- ~~—ability to monitor issues as directed by the Director of Plant and Operations during normal working hours.—~~
- ~~Evaluate and make recommendations on building staffing, breakdown of duties and address efficiencies as directed by the Chief of Facilities Management and Capitol Projects~~

-

Utility Foreman

STEP	2024/2025	2025/2026	2026/2027
1	22.69	23.14	25.50
2	23.29	23.76	26.01
3	23.84	24.32	26.52
4	24.46	24.95	27.03
5	25.00	25.50	27.54
6	25.68	26.19	28.05
7	26.02	26.54	28.56
8	26.39	26.92	29.07
9	26.69	27.22	29.58

High School Foreman

STEP	2024/2025	2025/2026	2026/2027
1	20.56	20.97	23.46
2	21.16	21.58	23.97
3	21.71	22.14	24.48
4	22.32	22.77	24.99
5	22.86	23.32	25.50
6	23.53	24.00	26.01
7	23.89	24.37	26.52
8	24.22	24.70	27.03
9	24.53	25.02	27.54

Middle School Foreman

STEP	2024/2025	2025/2026	2026/2027
1	19.69	20.08	22.44
2	20.32	20.73	22.95
3	20.93	21.35	23.46
4	21.31	21.74	23.97
5	22.02	22.46	24.48
6	22.64	23.09	24.99
7	22.98	23.44	25.50
8	23.31	23.78	26.01
9	23.64	24.11	26.52

Utility Crew

STEP	2024/2025	2025/2026	2026/2027
1	18.79	19.11	21.42
2	19.44	19.83	21.93
3	20.01	20.41	22.44
4	20.64	21.05	22.95
5	21.20	21.62	23.46
6	21.78	22.22	23.97
7	22.11	22.55	24.48
8	22.44	22.89	24.99
9	22.80	23.26	25.50

Senior Custodian

STEP	2024/2025	2025/2026	2026/2027
1	18.00	18.36	20.40
2	18.63	19.00	20.91
3	19.19	19.57	21.42
4	19.82	20.22	21.93
5	20.36	20.77	22.44
6	20.94	21.36	22.95
7	21.28	21.71	23.46
8	21.61	22.04	23.97
9	21.96	22.40	24.48

Custodian

STEP	2024/2025	2025/2026	2026/2027
1	16.95	17.29	19.38
2	17.62	17.97	19.89
3	18.21	18.57	20.40
4	18.77	19.15	20.91
5	19.44	19.83	21.42
6	20.02	20.42	21.93
7	20.38	20.79	22.44
8	20.73	21.14	22.95
9	21.08	21.50	23.46

* The increase for 2024-2025 shall be paid retroactive to July 1, 2024.

Appendix B

Membership Authorization Form

I hereby affirm my membership in NAGE Local-153 and authorize my employer to withhold from my salary a sum equal to the constitutional dues of the local, state and national unions. The authorization shall remain in effect until further notice, unless changed or terminated.

Name: _____ Date: _____

Address: _____

Signature: _____

I understand that my dues will include the service of local, state and national as well as subscriptions to publications. I also understand that union dues may not be deductible for federal income tax purposes. Employees covered by a collective bargaining agreement have a right to renounce full membership.

Appendix C

Membership Withdrawal Form

I hereby withdraw my membership from NAGE Local-153 and direct my employer to refrain from withholding the constitutionally assessed dues of the local, state and national unions from my salary.

Name: _____ Date: _____

Home address: _____

Personal Email: _____ Cell Phone: (____) _____ - _____

Signature: _____

Appendix D

SUMMARY OF BENEFITS AND COVERAGE

(More specific benefits/coverage is set forth under the Subscriber Agreement in effect during the life of the Contract)

SUMMARY of Benefits and Coverage:				
SUMMARY of Benefits and Coverage: What this <u>Plan</u> Covers & What You Pay for Covered Services				
			Coverage for: See below <u>Plan</u> Type: PPO	
The Summary of Benefits and Coverage (SBC) document will help you choose a health <u>plan</u> . The SBC shows you how you and the <u>plan</u> would share the cost for covered health care services.				
Important Questions	Answers	Why this Matters:		
What is the overall <u>deductible</u> ?	For In <u>Network providers</u> \$500 for an individual <u>plan</u> /\$1000 for a family <u>plan</u> . For Out-of- <u>Network providers</u> \$1000 for an individual <u>plan</u> /\$2000 for a family <u>plan</u> . *Effective January 1, 2021 the annual in-network deductible shall be \$500 for an individual plan and \$1000 for a family plan.	Generally, you must pay all of the costs from providers up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> .		
Are there services covered before you meet your <u>deductible</u> ?	Yes. Doesn't apply to preventive services, services with a fixed dollar copay, prescription drugs and diagnostic testing.	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain preventive services without cost-sharing and before you meet your <u>deductible</u> . See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/ .		
Are there other <u>deductibles</u> for specific services?	No	You don't have to meet <u>deductible</u> for specific services.		
What is the <u>out-of-pocket limit</u> for this <u>plan</u> ?	For In <u>Network providers</u> \$750 for an individual <u>plan</u> /\$1500 for a family <u>plan</u> . For Out-of- <u>Network providers</u> \$3000 for an individual <u>plan</u> /\$6000 for a family <u>plan</u> .	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have a meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.		
What is not included in the <u>out-of-pocket limit</u> ?	<u>Premiums</u> , balance-billed charges and health care this <u>plan</u> doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .		
Will you pay less if you use a <u>network provider</u> ?	Yes.	This <u>plan</u> uses a provider network. You will pay less if you use a provider in the <u>plan's</u> network. You will pay the most if you use an out-of- <u>network provider</u> , and you might receive a bill from a provider for the difference between the provider's charge and what your <u>plan</u> pays (balance billing). Be aware, your <u>network provider</u> might use an out-of- <u>network provider</u> for some services (such as lab work). Check with your provider before you get services.		
Do you need a referral to see a <u>specialist</u>	No.	You can see the <u>specialist</u> you choose without a referral.		
All <u>copayment</u> and <u>coinsurance</u> costs shown in this chart are after your <u>deductible</u> has been met, if a <u>deductible</u> applies.				
Common Medical Event	Services You May Need	What you will Pay		Limitations, Exceptions, & Other Important Information
If you visit a health care provider's office or clinic		In <u>Network provider</u> (You will pay the least)	Out-of- <u>Network provider</u> (You will pay the most)	

SUMMARY of Benefits and Coverage:				
SUMMARY of Benefits and Coverage: What this <u>Plan</u> Covers & What You Pay for Covered Services				
			Coverage for: See below <u>Plan</u> Type: PPO	
The Summary of Benefits and Coverage (SBC) document will help you choose a health <u>plan</u> . The SBC shows you how you and the <u>plan</u> would share the cost for covered health care services.				
	Primary care visit to treat an injury or illness	\$15 copay; <u>deductible</u> does not apply per visit	20% <u>coinsurance</u>	None
	<u>Specialist</u> visit	\$25 copay; <u>deductible</u> does not apply per visit	20% <u>coinsurance</u>	Chiropractic Services are limited to 12 visit(s) per year
	Preventive Care Screening Immunization	No Charge; <u>deductible</u> does not apply	20% <u>coinsurance</u>	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 <u>plan</u> will pay for:
If you have a test	Diagnostic test (x-ray, blood work)	No Charge; <u>deductible</u> does not apply	20% <u>coinsurance</u>	Preauthorization is recommended for certain services
	Imaging (CT/PET scans, MRIs)	No Charge	20% <u>coinsurance</u>	
If you need drugs to treat your illness or condition	Tier 1 generally low-cost generic drugs	\$5 copay; <u>deductible</u> does not apply per prescription (retail) \$10 copay; <u>deductible</u> does not apply per prescription (mail-order)	Not Covered	No charge for certain preventive drugs; Preauthorization is required for certain drugs; Infertility drugs: 20% <u>coinsurance</u> ; <u>deductible</u> does not apply
	Tier 2 generally high cost generic and preferred brand name drugs	\$15 copay; <u>deductible</u> does not apply per prescription (retail) \$30 copay; <u>deductible</u> does not apply per prescription (mail-order)	Not Covered	
	Tier 3 non-preferred brand name drugs	\$30 copay; <u>deductible</u> does not apply per prescription (retail) \$60 copay; <u>deductible</u> does not apply per prescription (mail-order)	Not Covered	
	Tier 4 specialty prescription drugs	\$30 copay; <u>deductible</u> does not apply per prescription (Specialty pharmacy)	50% <u>coinsurance</u> ; <u>deductible</u> does not apply	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No Charge	20% <u>coinsurance</u>	Preauthorization is recommended. Deductible does not apply.
	Physician/surgeon fees	No Charge	20% <u>coinsurance</u>	Deductible does not apply
If you need immediate medical attention	Emergency room care	\$100 copay; <u>deductible</u> does not apply per visit	\$100 copay; <u>deductible</u> does not apply per visit	Emergency room: Copay waived if admitted; Air/Water Ambulance: No Charge Urgent care:

SUMMARY of Benefits and Coverage:				
SUMMARY of Benefits and Coverage: What this <u>Plan</u> Covers & What You Pay for Covered Services				
			Coverage for: See below <u>Plan</u> Type: PPO	
The Summary of Benefits and Coverage (SBC) document will help you choose a health <u>plan</u> . The SBC shows you how you and the <u>plan</u> would share the cost for covered health care services.				
	Emergency medical transportation	\$50 copay; <u>deductible</u> does not apply per trip	\$50 copay; <u>deductible</u> does not apply per trip	Applies to the visit only. If additional services are provided additional out of pocket costs would apply based on services received;
	Urgent care	\$50 copay; <u>deductible</u> does not apply per urgent care center visit	\$50 copay; deductible does not apply per urgent care visit	
If you have a hospital stay	Facility fee (e.g., hospital room)	No Charge	20% <u>coinsurance</u>	45-day limit at an inpatient rehabilitation facility; Preauthorization is recommended Deductible does not apply
	Physician/surgeon fee	No Charge	20% <u>coinsurance</u>	
If you need mental health, behavioral health, or substance abuse services	Outpatient services	\$15 copay; deductible does not apply/office visit No Charge for outpatient services	20% coinsurance/office visit 20% coinsurance for outpatient services 20% <u>coinsurance</u>	Preauthorization is recommended for certain services
	Inpatient services	No Charge		
If you are pregnant	Office visits	\$25 copay; <u>deductible</u> does not apply per visit	20% <u>coinsurance</u>	Depending on the type of services, <u>coinsurance</u> may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound). Preauthorization is recommended.
	Childbirth/delivery professional services	No Charge	20% <u>coinsurance</u>	
	Childbirth/delivery facility services	No Charge	20% <u>coinsurance</u>	
If you need help recovering or have other special health needs	Home health care	No Charge	20% <u>coinsurance</u>	None
	Rehabilitation services	20% <u>coinsurance</u>	20% <u>coinsurance</u>	Includes Physical, Occupational and Speech Therapy; limited to 30 visits each (combined for in and out of network). Deductible does not apply
	Habilitation services	20% <u>coinsurance</u>	20% <u>coinsurance</u>	
	Skilled nursing care	No Charge	20% <u>coinsurance</u>	Custodial care is not covered; Preauthorization is recommended
	Durable medical equipment	20% <u>coinsurance</u>	20% <u>coinsurance</u>	Preauthorization is recommended for certain services. Deductible does not apply
	Hospice service	No Charge	20% <u>coinsurance</u>	None

SUMMARY of Benefits and Coverage:				
SUMMARY of Benefits and Coverage: What this <u>Plan</u> Covers & What You Pay for Covered Services				
			Coverage for: See below <u>Plan</u> Type: PPO	
The Summary of Benefits and Coverage (SBC) document will help you choose a health <u>plan</u> . The SBC shows you how you and the <u>plan</u> would share the cost for covered health care services.				
If your child needs dental or eye care	Children’s eye exam	\$25 copay; <u>deductible</u> does not apply per visit	20% <u>coinsurance</u>	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 and Other Covered Services:				
Services your <u>Plan</u> Generally Does NOT Cover (Check your policy or <u>plan</u> document for more information and a list of any other excluded services.)				
Acupuncture Cosmetic surgery Dental care (Adult)	Dental check-up, child Glasses, child Long-term care	Routine foot care unless to treat a systemic condition Telemedicine Weight loss programs		
Other Covered Services (Limitations may apply to these services. This isn’t a complete list. Please see your <u>plan</u> document.)				
Bariatric Surgery Chiropractic care Hearing aids	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: 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 <u>plan</u> at 1-800-639-2227 or (401) 459-5000 or TDD 711, state insurance department at (401) 462-9520 or by email at HealthInsInquiry@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.cciio.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 <u>plan</u> for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the <u>explanation</u> of benefits you will receive for that medical claim. Your <u>plan</u> documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your <u>plan</u> . For more information about your rights, this notice, or assistance, contact: the <u>plan</u> 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 HealthInsInquiry@ohic.ri.gov .				
Does this <u>plan</u> 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 <u>plan</u> meet Minimum Value Standards? Yes. If your <u>plan</u> doesn’t meet the Minimum Value Standards, you may be eligible for a <u>premium</u> tax credit to help you pay for a <u>plan</u> through the Marketplace.				

This is a summary of your 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.

VISION COVERAGE

Vision Care Services	In-Network Member Cost	Out-of-Network Member Cost
Frames, Lense, and Lens Options Package (Any frame, lens, and lens options available at provider location)	\$100 allowance for frame, lens, and lens options; 20% off balance over \$100	Balance over \$50
Contact Lens (Contact lense allowance includes materials only.)		
Conventional	\$0 copay, \$100 allowance; 15% off balance over \$100	Balance over \$80
Disposable	\$0 copay, \$100 allowance; 15% off balance over \$100	Balance over \$80
Laser Vision Correction LASIK or PRK from U.S. Laser Network	15% off retail price or 5% off promotional price	N/A
Additional Discounts	40% discount off complete pair of prescription eyeglass purchases 15% discount off conventional contact lenses once funded benefit has been used 20% off non-prescription sunglasses	N/A
Frequency Frame and Lenses or Contact Lenses	Once every 12 months	Once every 12 months

Appendix E

Benefits Summary

CRANSTON PUBLIC SCHOOLS

Product Name: Delta Dental PPO Plus 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 **5858-0250-0258**. 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: \$1,500.00 per member per calendar year
(Periodontal services limited to \$400)

The annual deductible is: \$0.00

The maximum lifetime cap: Unlimited

Pretreatment estimates are recommended for underlined procedures.

Plan pays 100%; Member Coinsurance 0%

- Oral exam - once per calendar year performed by a general dentist
- Cleaning - twice per calendar year
- Fluoride treatment - for children under age 19 once per calendar year
- Bitewing x-rays - one set per calendar year
- Complete x-ray series or panoramic film once every 36 months
- Single x-rays as required
- Palliative treatment (minor procedures necessary to relieve acute pain) twice per calendar year • Amalgam (silver) fillings. Composite (white) fillings on front teeth only. For composite fillings on back teeth, the plan pays up to what would have been paid for an amalgam filling. Patient is responsible for the balance up to the dentist's charge.
- Space maintainers once per lifetime for lost deciduous (baby) teeth
- Extractions and other routine oral surgery when not covered by a patient's medical plan • General anesthesia or intravenous (I.V.) sedation for certain complex surgical procedures • Root canal therapy on permanent teeth – one procedure per tooth per lifetime.
- 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 and crowns over implants - replacement limited to once every 60 months
- Partial and complete dentures - replacement limited to once every 60 months
- Root planing and scaling once per quadrant every 24 months.
- Osseous (bone) surgery once per quadrant every 36 months (bone grafts are not covered). • Gingivectomies once per site every 24 months.

- Soft tissue grafts once per site every 60 months
- Crown lengthening once per site every 60 months

Orthodontics:

Plan pays 50%; Member Coinsurance 50%

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

Lifetime maximum (orthodontics only) is \$1,500.00

Dependent coverage - Dependent children are covered up until the end of the month that they turn age 26.

This is a summary of benefits. The information shown here is not a guarantee of payment. Payment is based on the Delta Dental allowance for each service. Refer to the Certificate of Coverage for the full plan terms. The Certificate includes any limitations or exclusions not seen here. For a complete listing of frequencies and limitations go to deltadentalri.com/el. To be covered, services must be dentally necessary and appropriate as per our review guidelines.

Note: If covered, crowns, bridges, partials and complete dentures are paid when the permanent structure is inserted (seated) by the dentist. Member coverage must be active on the date that the permanent structure is inserted and payment is based on benefits available on that day — for example, if the member's annual maximum has been paid prior to the insertion of the permanent structure, the service will not be paid.

* Time limits on services (e.g. 6, 12, 24, 36, or 60 months) are figured to the exact day. Services are then covered the following day. For example, when a service is covered once every 12 months, if the service was done on July 1, it will not be covered again until the following year on July 2 or after.

Out-of-Network Coverage

You have the freedom to choose any dentist, but it is important to know that your out-of-pocket costs may be higher when you visit a dentist who does not participate in our network. Non-participating dentists have not agreed to accept the Delta Dental allowance as payment in full, so services from a non-participating dentist may cost you more. You may also have to pay the dentist at the time

of service and file a claim yourself. To be eligible, all claims must be filed within one year of the date of service. To find a participating dentist near you, use our Find a Dentist tool at deltadentalri.com.

How to Find a Dentist

When you choose from Delta Dental's extensive network of dentists, you're sure to find one that's right for you. Visit deltadentalri.com to use our online Find a Dentist tool. You can see if your current dentist is in our network or look for a new participating dentist by searching by name, location or specialty. Enter your address or other criteria important to you (extended hours, languages spoken, etc.), and our tool will return a list of participating dentists that meet your needs — as well as maps and driving directions.

Beyond Benefits

When you visit us at deltadentalri.com, you can access a wealth of important dental health information and manage your plan by:

- Checking your benefits and claims

- Reviewing your deductibles and maximums

- Using our Find A Dentist tool to find a dentist in your area

Notice of Nondiscrimination and Accessibility Policy

Delta Dental of Rhode Island does not discriminate on the basis of race, color, national origin, age, disability, or sex.

Español (Spanish): ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-843- 3582.

Português (Portuguese): ATENÇÃO: Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue para 1-800-843- 3582.