

(The following is not a verbatim transcript of comments or discussion that occurred during the meeting, but rather a summarization intended for general informational purposes. All motions and votes are the official records).

REGULAR MEETING – CITY COUNCIL

-OCTOBER 27, 2014-

Regular meeting of the City Council was held on Monday, October 27, 2014 in the Council Chambers, City Hall, Cranston, Rhode Island.

The meeting was called to order at 7:05 P.M. by the Council President.

Roll call showed the following members present: Councilwoman Lee (left meeting at 8:40 p.m.), Councilmen Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto (left meeting at 8:10 p.m.), Santamaria, Council Minority Leader Favicchio, Council Vice-President Farina and Council President Lanni (left meeting at 7:10 p.m.) -9.

Also Present: Gerald Cordy, Director of Administration; Jeffrey Barone, Director of Constituent and Government Affairs; Evan Kirshenbaum, Assistant City Solicitor; Robert Strom, Finance Director; Anthony Moretti, City Council Internal Auditor; Patrick Quinlan, City Council Legal Counsel.

Council President Lanni turned meeting over to Council Vice-President Farina because he needs to go see his wife in the hospital.

Council President left at 7:10 P.M.

On motion by Councilman Santamaria, seconded by Council Minority Leader Favicchio, it was voted to dispense with the reading of the minutes of the last meeting and they stand approved as recorded. Motion passed on a vote of 8-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio and Council Vice-President Farina -8.

I. PUBLIC ACKNOWLEDGEMENTS AND COMMENDATION

BOY SCOUTS OF AMERICA, CRANSTON RI TROOP 22

- **JACOB EDWARD NELSON – Eagle Scout**
- **JOSHUA DANIEL NELSON – Eagle Scout**

Councilman Botts presented Citations to Jacob and Joshua Nelson.

II. PUBLIC HEARINGS

(limited to docketed matters)

Richard Tomlins, 400 Farmington Ave., appeared to speak.

III. RESOLUTIONS

None.

IV. REPORT OF COMMITTEES

**PUBLIC WORKS COMMITTEE
(Councilman Mario Aceto, Chair)**

- 9-14-05 ORDINANCE AUTHORIZING THE CITY OF CRANSTON TO FORMALLY ESTABLISH A DRAINAGE EASEMENT BETWEEN THE CITY OF CRANSTON AND PONTIAC RECLAMATION, LP (Commonly known as the "Cranston Sanitary Landfill).**

On motion by Councilman Santamaria, seconded by Council Minority Leader Favicchio, the above Ordinance was adopted on a vote of 8-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio and Council Vice-President Farina -8.

**ORDINANCE COMMITTEE
(Councilman Paul H. Archetto, Chair)**

- 9-14-01 ORDINANCE IN AMENDMENT OF TITLE 10, CHAPTER 32 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED 'MOTOR VEHICLES AND TRAFFIC' (No Parking Yeoman Ave.).**

On motion by Councilman Aceto, seconded by Council Majority Leader Archetto, it was voted to approve the above Ordinance.

Under Discussion:

Councilman Santamaria stated that he drafted this Ordinance with the help of the City Clerk and the Public Works Director and indicated that the Traffic Engineer gave it a negative endorsement. He does not understand that.

Mr. Barone stated that the Public Works Director may have helped draft this Ordinance, but it still needs the Traffic Engineer to give its recommendation. The Public Works Director, by helping with drafting of the Ordinance, does not give his recommendation.

Council Vice-President Farina indicated to the Traffic Engineer's report which does not deny the Ordinance, it is just giving a negative recommendation.

Roll call was taken on motion to recommend approval of this Ordinance and motion passed on a vote of 8-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio and Council Vice-President Farina -8.

**FINANCE COMMITTEE
(Councilman Steven A. Stycos, Chair)**

- 8-14-1 ORDINANCE RENEWAL OF LEASE FOR THE PASTORE CENTER TO THE YMCA (Referred from Ordinance Committee and tabled 9/11/2014 for discussion with Administration, School Dept. and YMCA regarding Bain's use of premises)**

On motion by Councilman Aceto, seconded by Council Minority Leader Favicchio, it was voted to approve the above Ordinance.

Motion and second were withdrawn.

On motion by Councilman Stycos, seconded by Council Majority Leader Archetto, it was voted to amend this Ordinance as follows: Section 4.9 of the lease, add 'sexual preference or orientation' in Sec. 4.9.

Under Discussion:

Council Minority Leader Favicchio questioned if this is needed.

Solicitor Kirshenbaum stated that an amendment to the lease is not subject to the City Council amending it. Normally, contracts are negotiated by the Administration.

Councilman Santamaria asked if the Ordinance could be amended to add that language instead of the lease. Solicitor Kirshenbaum stated that the Council can amend any Ordinance. The only concern he has is the Ordinance itself refers to the lease. He asked to hold off voting on this item and he can reach out to the YMCA Director and he will try to get an answer before the end of this meeting.

Motion and second to amend this Ordinance were withdrawn.

Motion and second to approve this Ordinance were withdrawn.

On motion by Councilman Santamaria, seconded by Councilwoman Lee, it was voted to defer this item to later on in the meeting. Motion passed on a vote of 8-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio and Council Vice-President Farina -8.

Solicitor Kirshenbaum left the room to try to contact the YMCA Director.

Councilman Aceto asked for School Department's remarks regarding his issue since they are present this evening.

Superintendent Judith Lundsten appeared to speak and stated that they have worked out arrangements with the Center for Bain Middle School to use the Center and the School Department fully supports this lease.

Solicitor Kirshenbaum returned to the meeting and stated that he spoke to the YMCA Director and he has no problem including the amendment in the lease.

On motion by Council Minority Leader Favicchio, seconded by Councilwoman Lee, it was voted to approve this Ordinance.

Solicitor Kirshenbaum suggested that if the Council still wishes to add the amendment stated by Councilman Stycos, it can be added to the Ordinance itself rather than the lease.

On motion by Councilman Stycos, seconded by Council Majority Leader Archetto, it was voted to amend this Ordinance as follows: add "sexual preference or orientation" to Section 4.9 of the lease. Motion passed on a vote of 8-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio and Council Vice-President Farina -8.

9-14-02 ORDINANCE RATIFYING SCHOOL COMMITTEE'S COLLECTIVE BARGAINING AGREEMENT WITH THE CRANSTON TEACHERS' ALLIANCE, LOCAL 1704, AFT (Teachers' Unit – Fiscal Years 2014-2017).

On motion by Councilman Aceto, seconded by Councilwoman Lee, the above Ordinance was adopted on a vote of 8-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio and Council Vice-President Farina -8.

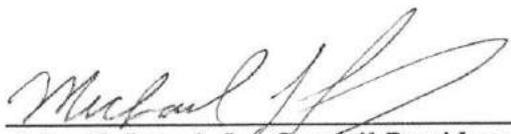
9-14-05

THE CITY OF CRANSTON

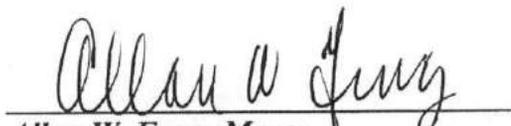
**ORDINANCE OF THE CITY COUNCIL
AUTHORIZING THE CITY OF CRANSTON TO FORMALLY
ESTABLISH A DRAINAGE EASEMENT BETWEEN THE CITY OF
CRANSTON AND PONTIAC RECLAMATION, LP
(Commonly known as the "Cranston Sanitary Landfill)**

No. 2014-20

Passed:
October 27, 2014


John E. Lanni, Jr., Council President

Approved:
November 3, 2014


Allan W. Fung, Mayor

It is ordained by the City Council of the City of Cranston as follows:

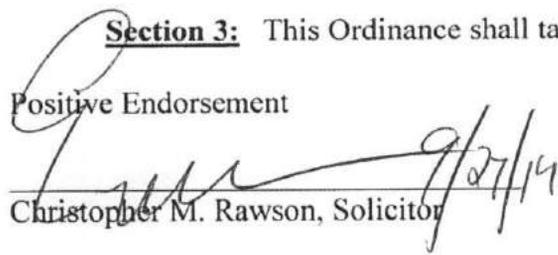
Section 1: That the City of Cranston is hereby authorized to enter into an Easement Deed with Pontiac Reclamation, LP as designated in the attached "Deed of Easement".

Section 2: That the City of Cranston hereby declares, establishes and grants to Pontiac Reclamation, LP, its successors and assigns, for the benefit of the Landfill Parcel, a permanent, nonexclusive drainage easement, for the installation, operation and/or maintenance of works and systems for the collection and transmission of storm water and related utility services.

Section 3: This Ordinance shall take effect upon its final adoption.

Positive Endorsement

Negative Endorsement (attach reasons)


Christopher M. Rawson, Solicitor

Christopher M. Rawson, Solicitor

Sponsored by: Michael W. Favicchio, Councilman

Referred to Public Works October 6, 2014

DEED OF EASEMENT

THIS DEED OF EASEMENT (this "Deed") is entered into as of the ____ day of _____, 2014, by and between the **CITY OF CRANSTON, RHODE ISLAND**, (hereinafter "Grantor") and **PONTIAC RECLAMATION, LP**, a Rhode Island limited partnership ("Grantee").

RECITALS

A. Grantee is the owner of certain property (the "Landfill Property") located in the City of Cranston, Rhode Island, commonly known as the "Cranston Sanitary Landfill" and more particularly described on **Exhibit A** attached hereto and incorporated herein by reference;

B. Grantor is the owner of certain property located in the City of Cranston, Rhode Island, in the vicinity of the Landfill Property (the "City Property");

C. In connection with certain work being performed on the Landfill Property it is necessary to formally establish a drainage easement for stormwater runoff from the Landfill Property across a portion of the City Property; and

D. Subject to the terms and conditions of this Deed, Grantor is willing to convey such easement rights to Grantee.

CONVEYANCE

NOW, THEREFORE, for and in consideration of the sum of ONE DOLLAR (\$1.00), cash in hand and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby declares, establishes and grants to Grantee, its successors and assigns, for the benefit of the Landfill Parcel, a permanent, nonexclusive drainage easement

(the "Easement"), for the installation, operation and/or maintenance of works and systems for the collection and transmission of stormwater and related utility services (the "Facilities") together with the right to install, maintain, repair and replace the Facilities across, through and under the following described property, to wit:

That certain area of land (the "Easement Area") lying, situate and being in the City of Cranston, Rhode Island, designated and described as "PERMANENT EASEMENT FROM THE CITY OF CRANSTON TO BE CONVEYED TO PONTIAC RECLAMATION L.P. (SEE DETAIL 'A')" as shown and designated on that certain plat entitled "PLAN SHOWING PERMANENT EASEMENTS ON PONTIAC AVENUE, CRANSTON, RI AND ON KNIGHT STREET, WARWICK, RI IN FAVOR OF PONTIAC RECLAMATION L.P.", dated May 22, 2013, made by Louis Federici Associates, and attached hereto and made a part hereof as **Exhibit B**.

The Easement is conveyed subject to the following terms, covenants, restrictions, and conditions:

1. The Easement, rights and privileges herein conveyed to Grantee are made expressly subject to such easements, covenants, restrictions, conditions, reservations, and limitations, if any, of record, and to matters visible upon inspection or that would be disclosed by accurate physical survey of the premises.

2. The Facilities constructed on or under the Easement Area shall remain the property of Grantee. Grantee shall have the right to inspect, rebuild, remove, repair, replace, improve, and make such changes, alterations, additions to or extensions of its Facilities within the boundaries of said Easement Area as are consistent with the purpose expressed herein. All construction, maintenance, equipment and Facilities shall comply with all applicable laws, ordinances, codes and regulations.

3. Grantee shall have the right to trim, cut and/or remove trees, shrubbery or other obstructions which interfere with and/or threaten the efficient or safe operation, construction and maintenance of said Facilities. All brush, branches, and other debris resulting from any cutting, trimming, or clearing of the Easement Area shall be removed by Grantee from lands of Grantor for disposal.

4. Grantor, its successors and assigns, may use said Easement Area for any purpose not inconsistent with the rights hereby granted, provided such use does not interfere with the safe and efficient construction, operation or maintenance of said Facilities, and further provided that such use is not inconsistent with any laws, ordinances or codes pertaining to the construction, operation or maintenance of said Facilities.

5. Grantee's construction or other activities in the Easement Area shall be performed in a good and workmanlike manner so as to pass without objection in the trade and Grantee shall maintain the Facilities in good order and repair. In the exercise of its rights under this Deed, the Grantee shall promptly refill any holes or depressions made by the Grantee, its agents or contractors on the Easement Area, and regrade and restore said Easement Area to substantially the same condition as said Easement Area existed prior to any such excavation. Such restoration shall include, but not be limited to, any necessary regrading and replanting of any grass areas or landscaping items and repaving of any paved areas.

6. Grantor shall have no responsibility for the Facilities except for compliance with the terms of this Deed.

7. Grantee shall not file any mechanic's, laborer's or materialman's lien, or suffer or permit any such lien to be filed against Grantor's property, or any improvements thereon, or any part thereof by reason of work, labor, services, or materials requested and/or supplies claimed to have been requested by or on behalf of Grantee; and if such lien shall at any time be so filed, within forty-five (45) days after notice of the filing thereof, Grantee shall cause it to be canceled and discharged of record.

8. The easement rights and privileges established, created and granted by this Deed, are not intended, nor shall they be construed as creating any rights in or for the benefit of the general public, or in any person or business entity other than those expressly provided for herein, whether as a third party beneficiary or otherwise. However, Grantee shall have the right to assign, in whole or in part, exclusively or non-exclusively, its rights hereunder to a third party (or parties) to include, without limitation, those certain defendants as set forth in the Remedial Design/Remedial Action Consent Decree, State of Rhode Island v. Ashland Inc., et al Case No: 1:01-cv-00115-S-DLM, provided such assignee(s) agree to be bound by the terms and conditions of this Deed and regardless of whether such assignment constitutes an easement in gross.

9. In the event any dispute arises under this Deed and any party resorts to judicial proceedings to enforce any provision hereof, the party substantially prevailing in such proceedings shall be entitled to recover from the other party the costs of such proceedings including reasonable attorneys' fees.

10. Any forbearance by Grantor in exercising any right or remedy hereunder shall not be a waiver of or preclude the exercise of any such right or remedy in the future.

11. The terms of this Easement and all terms, easements, conditions, and covenants set forth in this Deed shall constitute covenants and easements running with, and appurtenant to, the land affected thereby. All terms, conditions, and covenants of this Deed shall be binding upon and inure to the benefit of Grantee and Grantor, their successors and assigns.

12. This Deed may be executed by the parties hereto in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This Deed shall be governed by the laws of the State of Rhode Island.

13. All notices shall be in writing and shall be sent by either (a) personal delivery, (b) a reputable overnight courier which keeps receipts of delivery (such as UPS or Federal Express), or (c) through the United States Post Office, postage prepaid, certified or registered mail, return receipt requested. Such notice shall be effective upon delivery, if delivered by personal delivery or overnight courier, and on the date of the postmark, if sent by U.S. mail in accordance with the above. Notices to the respective parties shall be sent to the following addresses unless written notice of a change of address has been previously given pursuant hereto:

To Grantor:	Director of Planning City of Cranston 869 Park Avenue Cranston, Rhode Island 02910
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To Grantee:	Frank Messina Messina, Upright & Company, L.L.P. 1615 Pontiac Ave. Cranston, RI 02920
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Any party to this Deed may change the name(s) and/or address to which notices shall be directed by giving at least ten (10) days' written notice of such change to the other party.

14. It is the intention of the parties hereto that if any provision of this Deed is capable of two constructions, one of which would render the provision invalid and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid. If any provision of this Deed, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Deed and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

[SIGNATURES LOCATED ON THE FOLLOWING PAGES]

[SIGNATURE PAGE TO DEED OF EASEMENT]

WITNESS the following signatures and seals:

CITY OF CRANSTON, RHODE ISLAND

By: _____

Its: _____

STATE OF RHODE ISLAND
CITY/COUNTY OF _____

In _____, on the ____ day of _____, 20__, before me appeared _____, to me known and known by me to be _____ of the City of Cranston, Rhode Island, and the party executing the foregoing instrument and he/she acknowledged said instrument by him/her executed to be his/her free act and deed as _____ of the City of Cranston, Rhode Island, and the lawful act and deed of same.

Notary Public

My Commission Expires:

[SIGNATURE PAGE TO DEED OF EASEMENT]

PONTIAC RECLAMATION, LP,
a Rhode Island limited partnership

By: _____

Its: _____

STATE OF RHODE ISLAND
CITY/COUNTY OF _____

In _____, on the ____ day of _____, 20____, before me appeared _____, to me known and known by me to be _____ of Pontiac Reclamation, LP, a Rhode Island limited partnership, and the party executing the foregoing instrument and he acknowledged said instrument by him executed to be his free act and deed as _____ of Pontiac Reclamation, LP, and the lawful act and deed of same.

Notary Public

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF LANDFILL PROPERTY

That parcel of land with all buildings and improvements thereon, situated on the easterly side of Pontiac Avenue in the City of Cranston and State of Rhode Island, bounded and described as follows: Beginning at a point in the easterly line of Pontiac Avenue at the southwesterly corner of land of the State of Rhode Island; thence easterly bounding northerly on said last named land three hundred forty (340) feet, more or less, to an angle; thence northeasterly bounding northwesterly on said last named land four hundred ninety five (495) feet, more or less, to other land of the State of Rhode Island; thence southeasterly and southerly bounding northeasterly and easterly on said last named land to the railroad location of the Pawtuxet Valley Railroad Company; thence southerly, southwesterly and westerly along said railroad location to Pontiac Avenue; then northerly bounding westerly on and angling with Pontiac Avenue to the point of beginning and containing by estimation 46 acres of land.

Also that parcel of land situated in said Cranston bounding northwesterly on said Railroad location and northeasterly and southeasterly on land of the State of Rhode Island, being a triangular parcel which was separated from the premises hereinabove first described by the layout of said Railroad location.

Excepting from the premises first hereinabove described whatever title the said State of Rhode Island or others may have in two parcels of land on the northwesterly side of said Railroad location, one bounding southwesterly thirty (30) feet, more or less, and northwesterly one hundred (100) feet, more or less, on said premises hereby conveyed situated about sixty five (65) feet southerly from the southeasterly corner of said premises and southeasterly on said Railroad location and the other bounding northwesterly on said premises nine hundred and forty (940) feet, more or less, and southeasterly on said Railroad location, the southwesterly end of said other parcel being situated about two hundred fifteen (215) feet from Pontiac Avenue, both as shown upon a survey by Waterman Engineering Co., dated October 23, 1935.

EXHIBIT B
(ATTACH PLAT)

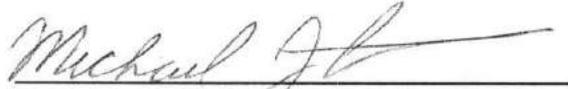
9-14-01

1 THE CITY OF CRANSTON

2
3 **ORDINANCE OF THE CITY COUNCIL**
4 **IN AMENDMENT OF TITLE 10, CHAPTER 32 OF THE CODE OF THE CITY**
5 **OF CRANSTON, 2005, ENTITLED "MOTOR VEHICLES AND TRAFFIC"**
6 **(No Parking Yeoman Avenue)**
7

8 No. 2014-25

9
10 **Passed:**
11 October 27, 2014

12 
13 **John E. Lanni, Jr., Council President**

14
15 **Approved:**
16 November 6, 2014 pursuant to Section 3.14 of the City Charter.

17 **Allan W. Fung, Mayor**
18

19 ***It is ordained by the City Council of the City of Cranston as follows:***

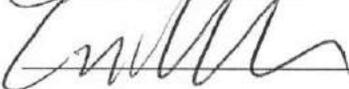
20 **Section 1.** Chapter 10.32, Section .240 entitled "No Parking on certain streets -
21 Generally" is hereby amended by adding the following:

22 Yeoman Avenue, both sides, for a distance of 200' from its intersection with
23 Plainfield Pike.

24 **Section 2.** This Ordinance shall take effect upon its final adoption.

25 Positive Endorsement

Negative Endorsement (attach reasons)

26  9/27/14

27 Christopher Rawson, City Solicitor Date

Christopher Rawson, City Solicitor Date

28 Refer to Ordinance Committee October 16, 2014

29 Sponsored by: Councilman Santamaria

Allan W. Fung
Mayor



Kenneth R. Mason, P.E.
Director of Public Works

Bureau of Traffic Safety

STAFF REPORT

Date: 10/21/14
To: City Council
From: Stephen Mulcahy, Traffic Engineer (Acting)
Ordinance Proposal No: 9-14-01
Date referred to staff: 9/18/14
CC: Wall; Zanni; Cordy; Lopez; Barone; Giarrusso

Subject: **Section 1.** Chapter 10.32, Section .240 entitled "No Parking on certain streets - Generally" is hereby amended by adding the following:

Yeoman Avenue, both sides, for a distance of 200' from its intersection with Plainfield Pike

Section 2. This ordinance shall take effect upon its final adoption.

BACKGROUND

Procedure: Pursuant to Section 9.06 of the City of Cranston Charter, the Bureau of Traffic Safety shall issue a report prior to the adoption of any rule, regulation, or order relating to traffic. Such reports may include in-house and/or field investigations to compile data relative to crash/accident incidence; roadway geometry; sight line distance; current codified ordinance; and other traffic control standards as defined in the *Manual on Uniform Traffic Control Devices*, 2009 edition, approved by the Federal Highway Administration.

Existing Condition:

- Yeoman Ave.: two-way low volume single and multi-family residential (25MPH) roadway; total ROW width of 40' including a 24' paved roadway with grass sidewalks, no curbing, and a positive vertical grade on its approach from Plainfield Pike.

Staff Analysis:

- No crash data was compiled for the purpose of this report.
- Aside from statutory parking restrictions within 25 feet of a corner, this office was offered no reason for implementation of this proposed ordinance, nor are there any apparent traffic safety issues relative to extending the parking restriction to 200' from the corner.
- More commonly, requests of this kind are a result of perceived "nuisance" parking within the residential area and may be supported by a majority of the area residents.
- Imposing parking restrictions on the public right-of-way without sufficient cause creates hardship for other roadway users and area residents.

FISCAL IMPACT

Funds for material and perpetual maintenance of these devices shall be expended from the Division of Highway Maintenance operating budget under line item 101-1302-54103, Traffic Sign Materials.

RECOMMENDATION

Where no apparent safety issues have been identified within the subject roadway segment, this office has no basis to offer a recommendation for the passage of the proposed ordinance.

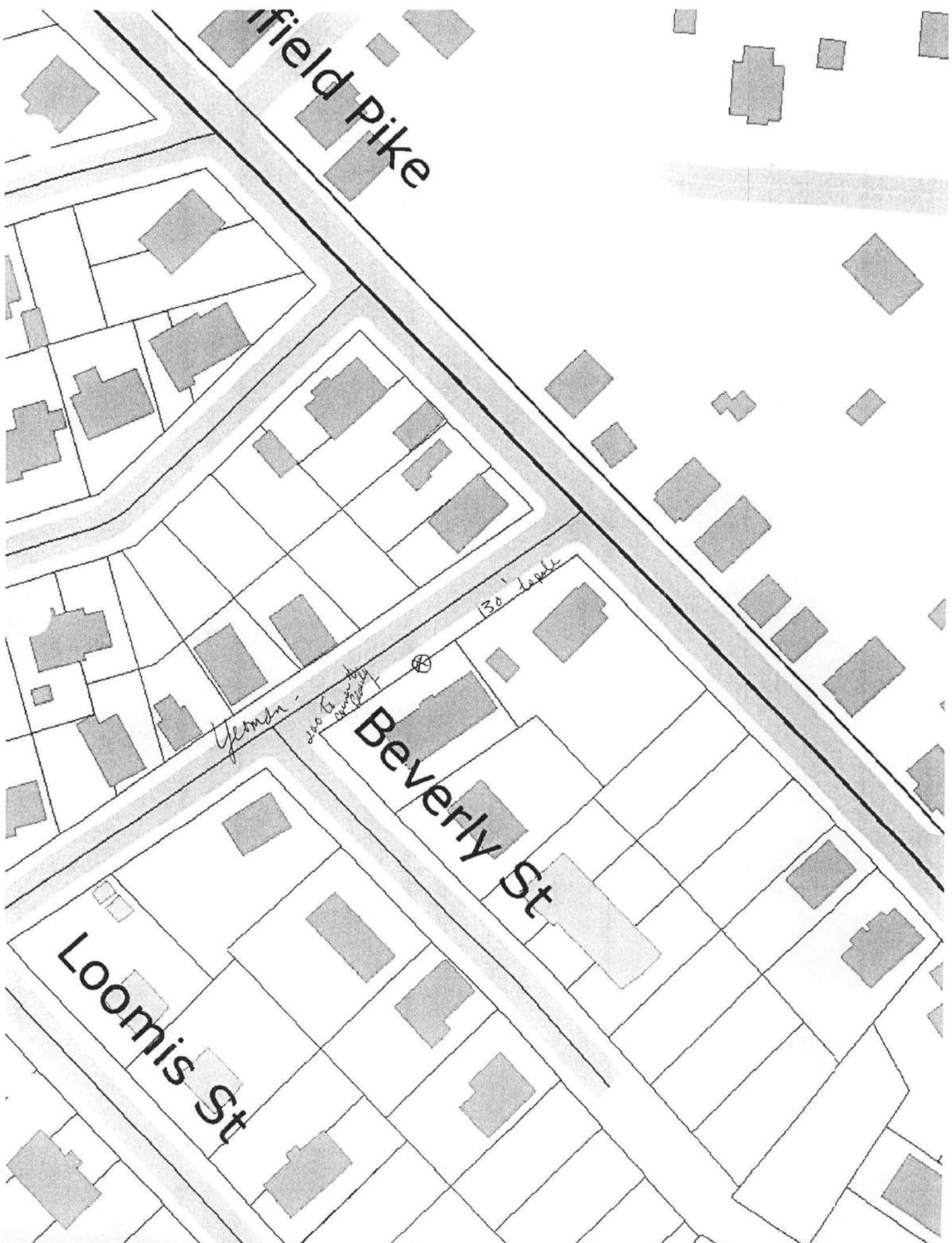
ATTACHMENTS

None.

Authorized Signature:



Date: 10/21/14



8-14-01

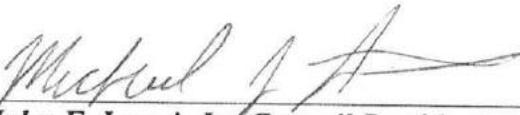
THE CITY OF CRANSTON

ORDINANCES OF THE CITY OF CITY COUNCIL
RATIFYING, CONFIRMING, AND APPROVING THE LEASE AGREEMENT
BETWEEN THE CITY OF CRANSTON AND THE GREATER PROVIDENCE YMCA
FOR THE PASTORE YOUTH CENTER

No. 2014-21

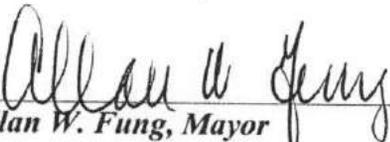
Passed:

October 27, 2014


John E. Lanni, Jr., Council President

Approved:

November 3, 2014


Allan W. Fung, Mayor

It is ordained by the City Council of the City of Cranston as follows:

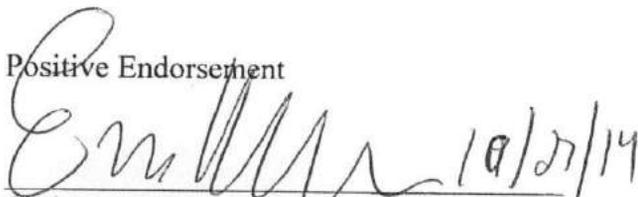
Section 1. The City of Cranston has through its officials, negotiated a Lease Agreement with the Greater Providence YMCA.

Section 2. That Agreement in writing between the City of Cranston and the Greater Providence YMCA, a copy of which is attached hereto, and made part hereof, is hereby ratified, confirmed and approved by this City Council.

Section 3. This Ordinance shall take effect upon its final adoption.

Positive Endorsement

Negative Endorsement (attach reasons)


Christopher M. Rawson, City Solicitor

Christopher M. Rawson, City Solicitor

Sponsored by: Councilman Donald Botts, Jr.

Referred to Finance Committee September 11, 2014

**Lease agreement with the City of Cranston
Re: Pastore Youth Center
Commencing September 1, 2014**

LEASE AGREEMENT

This Lease Agreement (the "Agreement") is made in July 2014, by and between the City of Cranston, a Rhode Island municipal corporation having an address of 869 Park Avenue, Cranston Rhode Island 02910 (the "City" or "Lessor"), and the YMCA OF GREATER PROVIDENCE, a Rhode Island non-profit corporation having an address of 371 Pine Street, Providence, Rhode Island 02903 (the "YMCA" or "Lessee").

WITNESSETH

WHEREAS, the City owns a parcel of land located at 155 Gansett Avenue in Cranston, Rhode Island ("the Land"); and

WHEREAS, the City has constructed a one-story building (the "Building") consisting of approximately 22,262 square feet and other improvements on said land. The Building and such other improvements are collectively referred to herein as (the "Project"); and

WHEREAS, the section of the building designated "YMCA" on the floor plan attached hereto as Exhibit A is to be located in the Peter Pastore Youth Center (the "Center"); and

WHEREAS, the YMCA has agreed to furnish certain program management services for the Center; and

WHEREAS, the City has agreed to lease the Center to the YMCA; and

WHEREAS, the City has agreed to lease to the COMPREHENSIVE COMMUNITY ACTION PROGRAM of CRANSTON ("CCAP") that portion of the Center designated "Head Start" on the floor plan marked Exhibit A to conduct various programs

NOW THEREFORE, for the rent of \$1.00 per annum and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree, as follows:

Article I

Program Management

Section 1.1 Community Center. The YMCA hereby agrees to use the Center for multi-age programs with an emphasis on teen programs. The YMCA shall employ capable employees to enable the YMCA to properly, adequately and safely conduct such programs.

Section 1.2 Programs. The YMCA will develop a plan that will include Health and Wellness, Child Care and Youth and Teen Sports programs.

Section 1.3 Use of the Center by the YMCA and Others. The YMCA shall have the right to use the Center for the conduct of programs under this Article. The YMCA will also cooperate with CCAP to share certain areas in the building. CCAP shall have the right to use at no cost, other areas in common with and administrated by the YMCA subject to the scheduling and consent of the YMCA.

Section 1.4 City's Right to Monitor Operations. The City shall have the right to monitor all programs conducted hereunder by the YMCA at the Center.

Article II
Terms and Conditions

Section 2.1 The Lessee shall be responsible for all utility costs incurred in connection with the running of the entire Center (including that portion occupied by CCAP). Said costs shall include bills for heat, electricity, fuel, water, sewer and other utilities. All such bills shall within thirty (30) days of the effective date of this Lease be changed into the name of the YMCA and paid directly by the Lessee.

Section 2.2 The Lessee shall be responsible for snow removal on sidewalks and parking lots, and shall also be responsible for landscape maintenance.

Section 2.3 The Lessor shall be responsible for all capital improvements to the building, including major structural repairs.

Section 2.4 The Lessor shall be responsible for maintenance of the parking lot, heating and air conditioning, and electrical and plumbing systems. The Lessee shall be responsible for payment of any and all damages to water or gas fixtures, heating apparatus, plumbing connections and electrical fixtures caused by Lessee's negligence.

Section 2.5 The Lessee shall keep the interior of the premises in good repair and condition, excepting ordinary wear and tear or damages by fire or other casualty not due to Lessee's negligence. Lessee shall also be responsible for windows and doors damaged by its agents, servants, employees and students.

Section 2.6 The Lessee shall not make any structural alterations or additions to the premises without first obtaining the written consent of the Lessor, which consent shall not be unreasonably withheld.

Section 2.7 The Lessee shall use the premises for YMCA programs and will oversee the use of the facility by selected groups for programs or related activities that are similar in scope and service to the YMCA's mission. The Lessee may charge a fee for the use of the facility by non-YMCA groups. No other use shall be allowed during the term of this agreement, without written approval from Lessor.

Section 2.8 The Lessee shall not assign this Lease without obtaining the prior written approval of the Lessor which shall not be unreasonably withheld or delayed. At the expiration and/or termination of this Lease, the Lessee shall quietly and peaceably surrender up possession of said premises in as good repair and condition as first received, ordinary wear and tear and unavoidable casualties and damages excepted.

Section 2.9 Lessee shall examine the premises prior to occupancy and the Lessee will then acknowledge that the building, improvements and any equipment on or in the leased premises are in good condition and will be properly maintained by the Lessee during its period of occupancy, except for those items for which Lessor is responsible to maintain as set forth herein.

Section 2.10 The Lessee upon the payment of the rent of \$1.00 per year herein received and upon the performances of all the terms of this Lease shall at all times during the lease term and during any extension or renewal term peaceably and quietly enjoy the leased property without any disturbance from the Lessor or from any other person claiming through the Lessor, or for any other tenant.

Section 2.11 The Lessee shall, at its sole expense, conduct its business so as to comply with all laws, orders and regulations of Federal, State and Municipal authorities, and with any direction of any public officer, pursuant to law, which shall impose any duty upon the Lessor or the Lessee with respect to the use of the subject premises; provided, however, that it shall be the Lessor's responsibility to ensure that the leased premises comply with the Americans with Disabilities Act and regulations promulgated thereunder.

Section 2.12 The Lessee and the Lessor shall be liable for any negligent acts or acts of commission. Neither the Lessee nor the Lessor shall be responsible for the negligent acts and/or omissions of the other. Both the Lessor and the Lessee agree that there is no business benefit or other reason that either the Lessee or the Lessor should voluntarily assume responsibility for losses resulting from the negligence of the other party.

The Lessee agrees that the Lessee shall, at all times, defend, protect and hold harmless and indemnify the Lessor, its agents, servants and employees against and from: (1) any penalty, damages or charges, including attorney's fees for any violation of any law or ordinance, whether occasioned by negligence or willful act of the Lessee or the Lessee's agents, employees, servants, invitees, or visitors; (2) all claims, loss costs, damage or expenses, including attorney's fees arising out of or from accident, incident or occurrence in any way connected to the use on or about the premises by the Lessee and its visitors; (3) all claims, loss costs, damage or failure of the Lessee in any respect to comply with and perform all of the requirements and provisions of this agreement.

The Lessor agrees that the Lessor shall, at all times, defend, protect and save, hold harmless and indemnify the Lessee, their agents, servants and employees against and from: (1) any penalty, damages or charges, including attorney's fees for any violation of any law or ordinance, whether occasioned by negligence or willful act of the Lessor or the Lessor's agents, employees, servants, invitees, or visitors; (2) all claims, loss costs, damage or expenses, including attorney's fees arising out of or from accident, incident or occurrence in any way connected to the use on or about the premises by the Lessor and its visitors; (3) all claims, loss costs, damage or failure of the Lessor in any respect to comply with and perform all of the requirements and provisions of this agreement.

The Lessee shall obtain and keep in full force liability insurance, naming the Lessor as additional insured for personal injuries in the sum of no less than Five Hundred Thousand (\$500,000.00) Dollars for one person and One Million (\$1,000,000.00) Dollars for one accident and One Hundred Thousand (\$100,000.00) Dollars for any property damage for any one accident; and shall furnish a copy of said certificate of insurance to the Lessor.

The Lessee, in addition to the aforementioned insurance policies, shall be fully responsible, Liable, and shall indemnify Lessor for any property damage, including, but not limited to, repairs and cleanup costs, for any property damage that may occur at or to the Center related to the Lessee's use of the Center.

Section 2.13 The Lessee shall not do anything which will make void or voidable any policies of insurance against loss by fire, or which will prevent the renewal, without a premium increase, of the existing fire insurance policy that has been issued to the Lessor. Property insurance on contents shall be the sole responsibility of the Lessee.

Section 2.14 The various rights, powers and remedies herein contained and reserved to the Lessor shall not be considered as exclusive of any other right, power or remedy, but shall be construed as cumulative. No delay or omission of the Lessor to exercise any right, power or remedy shall be construed as a waiver of any such default or any acquiescence therein.

Section 2.15 The terms "Lessor" and "Lessee" shall include the successors and assigns of the respective parties wherever the context requires or permits such construction, and all of the covenants and conditions of this Lease shall be binding upon and inure to the benefit of the successors and assigns of the parties.

Section 2.16 The parties agree that City Council approval is necessary for this lease to take effect, it shall operate as a condition precedent to the effective date of this lease.

Section 2.17 All notices to the Lessor shall be sent by certified or registered mail addressed to the Purchasing Agent, 869 Park Avenue, Cranston, Rhode Island 02910, with a copy to the Mayor of Cranston or such other address as Lessor shall hereafter from time to time designate in writing. All notices to the Lessee shall be sent by certified or registered mail addressed to the Lessee at Executive Director, YMCA of Greater Providence, Cranston Branch, 1225 Park Avenue, Cranston, Rhode Island 02910, with a copy to President & Chief Executive Officer, YMCA of Greater Providence, 371 Pine Street, Providence, Rhode Island 02903, or such other address as Lessee shall hereafter from time to time designate in writing. All notices properly addressed shall be deemed served upon the date of their registration with the postal authorities.

Section 2.18 This Lease was authorized by Ordinance No. () of the Cranston City Council, approved (Month, Date, Year).

Article III
Term and Termination Rights

Section 3.1 Term. The term of this Agreement shall be for a period of five (5) years with an option to renew said lease for an additional five (5) years, said option to be exercised in writing by the Lessee no later than (90) ninety days prior to the lease termination date.

Section 3.2 Termination. Notwithstanding the provisions of Section 3.1, the City may terminate this Agreement: (a) for cause, immediately upon notice at any time. Cause shall be defined as default or failure to comply with terms and conditions of this agreement set forth in various sections herein; or (b) without cause, after expiration of three years (3) by giving the YMCA at least ninety (90) days' prior notice in writing. The YMCA may terminate this Agreement at any time with or without cause by giving the City at least ninety (90) days' prior notice in writing.

Article IV
Miscellaneous

Section 4.1 Further Assurances. The YMCA and the City shall execute and deliver such further instruments and of such further acts as may reasonably be required to carry out the intent and purposes of this Agreement.

Section 4.2 Entire Agreement. This Agreement and the exhibits attached hereto constitute the entire Agreement between the parties hereto with respect to the transactions contemplated herein, and supersede all prior understandings or Agreements between the parties. All exhibits are incorporated herein by reference and constitute a part of this Agreement.

Section 4.3 Agreement in Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original and all shall constitute one and the same Agreement binding upon all of the parties hereto, notwithstanding that all of the parties may not be signatories to the same counterpart.

Section 4.4 Attorneys' Fees. In the event of a judicial or administrative proceeding or action by one party against the other party with respect to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover reasonable costs and expenses including, without limitation, reasonable attorneys' fees and expenses, whether at the investigative, pretrial, trial or appellate level, and whether in any arbitration or bankruptcy proceeding. The prevailing party shall be determined based upon an assessment of which party's major arguments or positions prevailed.

Section 4.5 Modification of Agreement. No modification of this Agreement shall be deemed effective unless in writing and signed by all of the parties hereto, subject to approval of Cranston City Council.

Section 4.6 Consent and Approvals. The City's consents or approvals may be given only in writing and only by representatives of the City from time to time designated in writing by the City.

Section 4.7 No Joint Venture. Nothing in this Agreement or in the performance of any obligations hereunder shall be deemed to create any partnership, joint venture or similar relationship between the City and the YMCA.

Section 4.8 Batting Cage(s) The batting cage(s) and associated apparatus are owned and shall be maintained by the Lessee. The Lessee expressly holds Lessor harmless for any and all damages, personal injury, property damage, or otherwise, that may occur related to the batting cage(s) and apparatus.

Section 4.9 No Discrimination. No person shall, on the grounds of race, color, gender, creed, disability, or national origin be excluded from participation in or be denied the benefits of, or be subject to discrimination under the services provided by the City or the YMCA at the Center. The City and the YMCA agree to comply with the provisions of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Executive Order No. 19, Equal Opportunity and Affirmative Action Policy, and applicable regulations issued thereunder, and to safeguard information in accordance with 45 CFR 228.10. All services provided by the City and the YMCA at the Center shall be provided in accordance with the highest standards without discrimination.

EMC
SEXUAL
PREFERENCE
OR ORIENTATION
OR

Section 4.10 Annual Walk-through. The City and the YMCA shall mutually agree to perform a walk-through of the Building during this lease term to assess any and all facility issues.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

CITY OF CRANSTON

Mark J. Marchesi
Mark J. Marchesi, Purchasing Agent

7/24/14
Date

In Cranston, on the 24th day of July, 2014 before me personally appeared the above named Mark J. Marchesi to me known and known by me to be the Purchasing Agent of the City of Cranston and the party executing the foregoing instrument by him executed to be his free act and deed, individually and in said capacity, and the free act of the City of Cranston.

Notary Public: Rosalba Zanni

Printed Name: ROSALBA ZANNI

My Commission expires: 10/28/17

CITY OF CRANSTON

Allan W. Fung
Allan W. Fung, Mayor

10/31/14
Date

In Cranston, on the _____ day of _____, 2014 before me personally appeared the above named Allan W. Fung to me known and known by me to be the Mayor of the City of Cranston and the party executing the foregoing instrument on behalf of the City of Cranston, and he acknowledges said instrument by him executed to be his free act and deed, individually and in said capacity, and the free act of the City of Cranston.

Notary Public: _____

Printed Name: _____

My commission expires: _____

CITY OF CRANSTON

Robert F. Strom
Robert F. Strom, Director of Finance

7/24/14
Date

In Cranston, on the 24th day of July, 2014 before me personally appeared the above named Robert F. Strom to me known and known by me to be the Finance Director of the City of Cranston and the party executing the foregoing instrument by him executed to be his free act and deed, individually and in said capacity, and the free act of the City of Cranston.

Notary Public: Rosalba Zanni

Printed Name: ROSALBA ZANNI

My Commission expires: 10/28/17

James O. Berson
James O. Berson, President/CEO
YMCA of Greater Providence

7/2/14

In Cranston, Rhode Island on the 2nd day of July, 2014, before me personally appeared James Berson to me known and known by me to be the party executing the foregoing instrument as the Lessee and has acknowledged said instrument is executed to be a free act and deed individually and in their capacities and the free act and deed of the Greater Providence YMCA.

Notary Public: Martha A. Machnik

Printed Name: MARTHA A. MACHNIK

My commission expires: 7/12/14

APPROVED AS TO FORM

Christopher M. Rawson
City Solicitor

Signature: Chris Rawson

Date: 10/30/14

9-14-03 ORDINANCE RATIFYING SCHOOL COMMITTEE'S COLLECTIVE BARGAINING AGREEMENT WITH THE CRANSTON TEACHERS' ALLIANCE, LOCAL 1704, AFT (Teacher Assistant/Bus Aides Unit – Fiscal Years 2014-2017).

On motion by Councilman Aceto, seconded by Councilman Botts, the above Ordinance was adopted on a vote of 7-0 with 1 refusal. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Santamaria and Council Vice-President Farina -7. Council Minority Leader Favicchio refused.

9-14-04 ORDINANCE RATIFYING SCHOOL COMMITTEE'S COLLECTIVE BARGAINING AGREEMENT WITH THE CRANSTON TEACHERS' ALLIANCE, LOCAL 1704, AFT (Technical Assistants Unit – Fiscal Years 2014-2017).

On motion by Councilman Aceto, seconded by Councilman Botts, the above Ordinance was adopted on a vote of 8-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio and Council Vice-President Farina -8.

9-14-06 ORDINANCE TO AMEND THE PROPERTY TAX EXEMPTION REGARDING TANGIBLE PROPERTY VALUED LESS THAN \$10,000.00.

On motion by Councilman Aceto, seconded by Council Minority Leader Favicchio, it was voted to adopt the above Ordinance.

Under Discussion:

Mr. Strom stated that he is not opposed, but asked that this Ordinance be deferred until the Tax Assessor returns from vacation. In an email the Assessor sent him, he has concerns about what the impact would be. He would like to discuss this further with the Assessor when he returns at the end of next week.

Council Minority Leader Favicchio, sponsor of this Ordinance, stated that he has no problem with deferring this Ordinance.

Councilman Botts indicated that this Ordinance does not have a fiscal note.

Motion and second to adopt this Ordinance were withdrawn.

On motion by Councilman Stycos, seconded by Council Majority Leader Archetto, it was voted to refer this Ordinance back to the Finance Committee. Motion passed on a vote of 8-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio and Council Vice-President Farina -8.

RESOLUTION AUTHORIZING REAL ESTATE AND TANGIBLE TAX ABATEMENTS

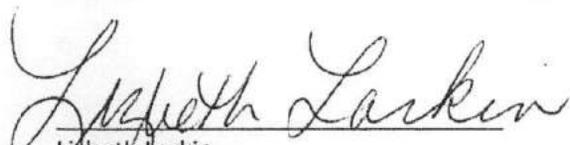
On motion by Councilman Aceto, seconded by Councilwoman Lee, the above Ordinance was adopted on a vote of 8-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio and Council Vice-President Farina -8.

RESOLUTION AUTHORIZING MOTOR VEHICLE TAX ABATEMENTS

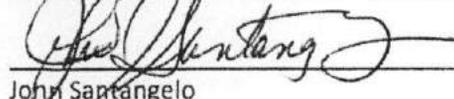
On motion by Councilman Aceto, seconded by Councilwoman Lee, the above Ordinance was adopted on a vote of 8-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio and Council Vice-President Farina -8.

Cranston Teachers' Alliance / Cranston School Committee
Tentative Agreement
 August 20, 2014

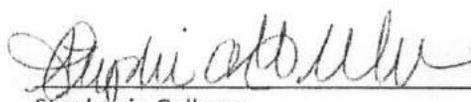
Subject to ratification by the parties, the current collective bargaining agreement is extended with the following modifications as set forth in the Master Agreement attached hereto.



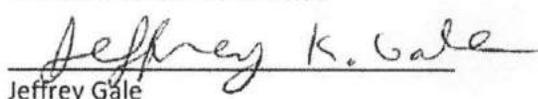
Lizbeth Larkin
 President, Cranston Teachers' alliance



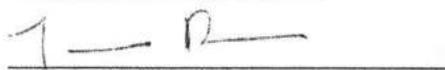
John Santangelo
 Vice-President, Cranston Teachers' Alliance



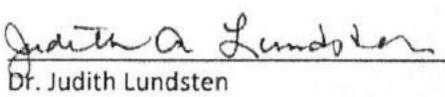
Stephanie Culhane
 Cranston School Committee



Jeffrey Gale
 Cranston School Committee



Janice Ruggieri
 Cranston School Committee



Dr. Judith Lundsten
 Superintendent, Cranston Public Schools

MASTER AGREEMENT

BETWEEN THE

CRANSTON SCHOOL COMMITTEE

AND THE

CRANSTON TEACHERS' ALLIANCE

LOCAL 1704, AFT

September 1, 2014~~1~~
to To
August 31, 2017~~3~~

The Cranston Public Schools welcomes diversity in its employment opportunities, programs and activities.

Title IX Coordinator for Employment

Raymond L. Votto, Jr.
Chief Operating Officer

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CRANSTON SCHOOL COMMITTEE

Andrea Iannazzi, Chairperson
Stephanie Culhane
Jeff Gale
~~Frank Lombardi~~
Paula McFarland
Janice Ruggieri
~~Steven Styees~~
Trent Colford
Michael Traficante

NEGOTIATIONS COMMITTEE

~~Dr. Judith Lundsten~~ Peter Nere, Superintendent
~~Jeanine Nota-Masse~~ Judith Lundsten, Assistant Superintendent
Joseph Balducci, Chief Financial Officer
Raymond L. Votto, Jr., Chief Operating Officer

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**CRANSTON TEACHERS' ALLIANCE
LOCAL 1704, AFT**

Lizbeth A. Larkin, President
John Santangelo, Vice President
Amy S. Misbin, Treasurer
Kathleen A. Torregrossa, Secretary

**ARTICLE I
PREAMBLE**

The Cranston School Committee (hereinafter referred to as the Committee) and the Cranston Teachers' Alliance (hereinafter referred to as the Alliance) have negotiated the following Agreement pursuant to Chapter 9.3 of Title 28 of the General Laws of Rhode Island. The objective of this Agreement is to provide the highest quality educational program for the Cranston Public Schools in accordance with the highest aspirations of the community and the professional teaching staff.

The parties hereby affirm that this Agreement was negotiated in good faith and express their determination to implement the Agreement in the same spirit.

**ARTICLE II
RECOGNITION**

The Committee recognizes the Alliance as the sole and exclusive statutory representative of certified classroom teachers, teachers of the homebound, speech and language pathologists, librarians, nurses, guidance counselors, reading consultants, department chairpersons, program supervisors, social workers and ten-month psychologists, occupational therapists, teachers of the hearing impaired, teachers of the vision impaired, including such personnel who are on approved leave of absence but excluding per diem teachers.

The Alliance agrees to represent equally all personnel in the negotiating unit without regard to membership or participation in the activities of the Alliance or any other employee organization, and to continue to admit teachers to membership without qualification other than payment of dues and employment in the Cranston Public Schools.

The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the Alliance in the negotiating unit as defined above. Unless otherwise noted herein, secondary schools teachers shall refer to teachers at the middle school and high school level.

**ARTICLE III
RIGHTS OF THE COMMITTEE**

There is reserved exclusively to the Committee all responsibilities, powers, rights and authority expressly or inherently vested in it by the laws and constitutions of Rhode Island and of the United States, and by the Charter of the City of Cranston, excepting where expressly and in specific terms limited by the provisions of this Agreement. It is agreed that the Committee retains the right to establish and enforce reasonable rules and personnel policies relating to the duties and responsibilities of teachers and their working conditions which are not inconsistent with this Agreement.

In all matters under this Agreement calling for the exercise of judgment or discretion on the part of the Committee the decision of the Committee shall be final and binding if made in good faith, except where otherwise provided in this Agreement.

**ARTICLE IV
RIGHTS OF THE ALLIANCE**

A. The Committee agrees, upon written request of the Alliance, to release to said Alliance information available to the Committee concerning the financial resources of the district, tentative budgetary allocations, and such other pertinent, non-privileged information as will assist the Alliance to develop accurate and informed proposals concerning hours, salary, working conditions and all other terms and conditions of professional employment for all teachers in the negotiating unit. It is further agreed that the Committee will have up to 30 school days to respond to such Alliance requests, and that the Committee may, at its option, fulfill such requests either by written response to the Alliance or by making pertinent records available to an Alliance representative in Committee offices. In case the Committee exercises the latter option, the Alliance representative may not remove any Committee record from the Committee's offices without the written consent of the Committee.

It is further agreed that the Committee shall not be required to prepare or to conduct any analyses, surveys, research or studies in response to Alliance requests.

B. Use of School Facilities

1. The Alliance shall have the right to use school buildings for professional meetings during times when buildings are manned by the custodial staff and provided also that such use does not interfere with or impair the instructional program in any way. Except in emergency (which shall require notice as soon as practicable), the Principal of the building involved must be notified at least five school days in advance of the time and place of such meeting. If the use of said school building or buildings by the Alliance results in any expense to the Committee for utilities, custodial services, or any other service or item, the Alliance shall reimburse the Committee for such expense.

2. It is further agreed that the Alliance will leave any premise used by it in suitable condition for the next user.

The Committee agrees to permit the Alliance the use of one half of the bulletin board in each teachers' room for the purpose of posting official Alliance notices. The authorized Alliance representative of each building shall be responsible for the posting of all such notices and the content thereof. All notices, prior to posting, shall be signed by the authorized Alliance representative of that building. Copies of all such material will be shown to the principal before his/her posting, but advance approval of the material will not be required.

No member of the administration will assume responsibility for the preparation, posting, or distribution of materials for the Alliance or for any other competing teacher organization.

3. Use of Telephones

The Alliance or any Committee or representative thereof shall have the right to use school telephones for local school related telephone calls, provided that a non-coin school telephone is available to the school administration at all times and provided also that any such use by the Alliance representatives does not interfere with the school program in any way.

C. The Committee agrees that except in case of emergency the Committee will notify the Alliance of any rule or policy change not covered by this Agreement pertaining to hours, salary, or other items or conditions of professional employment within a reasonable time prior to the effective date of such rule or policy change. Upon written request from the Alliance to the Committee within five school days after such notification by the Committee, the Committee will afford the Alliance an opportunity to consult with the Committee as to the same before its effective date.

D. Released Time

At the option of the Alliance one teacher designated by the Alliance shall be granted nonrenewable leave of absence without pay for the year in which he holds office in the Alliance, subject to the following conditions:

1. Such leave must be requested by May 15 preceding the school year for which leave is requested. The Superintendent must be notified (in writing) by March 1 of the year in which the leave is taken of intention to return.

2. The Committee is not obliged to return the teacher to the assignment held immediately prior to taking leave, but the Committee will make a good faith effort to do so at the option of the returning teacher.

3. Teachers granted such leaves of absence shall be required to pay both their own and the Committee's regular contributions to all plans requiring such contributions.

4. If the teacher is not returned to the assignment held immediately prior to taking leave under this section, he shall be placed first on the voluntary transfer list.

5. A teacher accorded leave under this section shall, upon return to a teaching assignment, be placed upon the salary schedule without loss of increment or benefits as a result of such leave.

E. The Alliance will be provided with copies of minutes of official Committee meetings. A copy of the agenda of official School Committee meetings and of proposed job descriptions for newly created positions will be given to the Alliance prior to said meetings.

F. The Committee will furnish the Alliance with one (1) copy of the School Committee Policy handbook for each school as soon as they are available to the Committee.

G. The Faculty of each school will elect a representative body free to consider anything affecting teachers.

H. The Alliance President shall be granted a three-fifths (3/5) leave to work with the local union. The President in carrying out his/her duties on behalf of the Union shall not disrupt the normal activities of the school. Salary and benefits shall be reduced in direct proportion to the reduction in teaching time. Said leave shall, at the request of the Union, continue for the duration of the President's term(s) of office.

The President must notify the School department of his/ her intention to return to full schedule by June 1st for the succeeding school year. The President shall be guaranteed a teaching position comparable to that which he/she held prior to the commencement of said leave. Return to a full schedule shall be limited to September of each school year.

I. At the discretion of the Alliance, representatives of the Alliance shall be granted a total of twenty (20) school days per year for the purpose of engaging in local, state, and national organization activities without loss of pay, provided the Alliance pay for the cost of substitutes used to cover for such representatives.

J. At the discretion of the Alliance President, up to two members of the Alliance Executive Board shall each be granted a 1/5 leave to work with the local Union. These teachers, in carrying out their duties on behalf of the Union, shall not disrupt the normal activities of the school. Salary and benefits shall be reduced in direct proportion to the reduction in teaching time. Said leaves shall be for the entire school year and shall be renewed or reinstated at the request of the President. Yearly notice of intent under this article must be communicated by the President to the School Department no later than June 1st for the succeeding school year. The teachers shall be guaranteed full time teaching positions comparable to those which they held prior to the commencement of said leave. Return to full schedules shall be limited to September of each school year.

K. The School Committee, at the request of the Alliance President, shall grant a leave of absence to an Alliance member, to work for or to hold an appointed or elected position in the AFL-CIO, AFT, RIFT, or other affiliated labor organizations. The following procedures shall govern this leave:

a) The duration of such a leave shall be for no more than two (2) calendar years.

b) A teacher will be eligible for no more than two (2) such leaves under this section during his/her career in the Cranston Public School System. Such leaves may be successive.

c) Return from such leave will be allowed only at the beginning of the school year or at the beginning of the third quarter, which ever follows the expiration of the leave.

~~L. All monitoring or observation of the work performance of a teacher will be conducted openly, and insofar as practicable, with full knowledge of the teacher. The use of eavesdropping, public address or audio systems, and similar surveillance devices shall be strictly prohibited.~~

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~~M. After any formal evaluation, the evaluator and the teacher evaluated will agree on a time for a conference to be held as soon as practicable.~~

~~N. Teachers will be allowed to review a copy of any evaluation report prepared by their evaluators and will have the right to discuss such reports with their evaluators and initial such reports before the reports are placed in their personnel files.~~

~~OM. Any complaints regarding a teacher, made to the Administration by any parent, student, or other person, which is considered in evaluating said teacher's performance will be promptly called to the teacher's attention.~~

~~P. No teacher will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.~~

ARTICLE V NEGOTIATION PROCEDURE

A. Not later than January 15 of the calendar year in which this Agreement expires, the Committee agrees to enter into negotiations over a successor Agreement in accordance with the procedure set forth herein in a good faith effort to reach agreement concerning teachers' hours, salaries, working conditions, and other terms and conditions of professional employment.

B. As of the time it is made available to the Committee, the Committee will provide the Alliance with a complete tentative line budget for the next fiscal year.

C. If negotiation meetings between the Committee and the Alliance are scheduled during a school day, the members of the Alliance's negotiating team who are relieved of regular duties by the Superintendent shall not be subject to deductions from their pay by reason of such participation.

ARTICLE VI GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" shall mean a complaint by a teacher or the Alliance (1.) that there has been as to him/her or to it, a violation or inequitable application of any of the provisions of this contract or (2.) that he/she or it has been treated inequitably by reason of any act or condition which is contrary to established School Committee policy or practice governing or affecting employees, except that the term "grievance" shall not apply to any matter as to which the School Committee is without authority to act.

The failure or refusal by the Committee to grant tenure or to renew the contract of a non-tenure teacher shall not be the subject of grievance or arbitration under this Article.

2. An "aggrieved person" is the person or persons making the complaint.

3. A "party in interest" is the person or persons making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve the complaint.

4. The term "days" when used in this article shall, except where otherwise indicated, mean working school days; thus, weekend or vacation days are excluded.

B. Purpose

The Purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise, affecting the welfare or working conditions of teachers. Both parties agree that grievance proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. General Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be changed by mutual agreement.

2. In the event a grievance is filed on or after June 1, which if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable. A grievance should be filed within three calendar weeks of the date of its occurrence or at the end of the school year, whichever is later.

3. The grievance may, by mutual agreement, be continued during the summer, using administration days as school days for the purpose of calculating time limitations.

4. The president of the Alliance shall appoint one (1) or more representatives who shall process all grievance cases in the bargaining unit. The Alliance agrees to furnish the Committee with a list of the names of such representatives. Assignment of grievance cases shall be made at the discretion of the Alliance president.

5. At all levels of a grievance after it has been formally presented, at least one member of the Alliance's Grievance Committee shall attend any meetings, hearings, appeals, or other proceedings required to process the grievance.

6. Nothing herein contained will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Alliance provided the adjustment is not inconsistent with the terms of this Agreement.

7. A grievance shall not be submitted for decision to any administrative personnel who are themselves members of the negotiating unit. Where administrative personnel are named in the grievance procedure to receive grievances and they are members of the negotiating unit, the grievance shall be submitted to the next higher authority who is not a member of the negotiating unit.

D. Initiation and Processing

1. Level One

- a. A teacher with a grievance will first discuss it with his/her principal or immediate superior, either individually or through the Alliance's school representative, or accompanied by the Alliance's representative, or by a representative of his/her own choosing with the objective of resolving the matter informally.

2. Level Two

a. Any teacher may present a grievance within ten (10) days following the act or condition which is the basis of his/her complaint, to the superior (for example, department chairperson, program supervisor, or director) of the employee against whom the grievance exists and who has jurisdiction of the act or condition involved. Information copies of the grievance shall be sent by the teacher to the principal of the school in which the teacher is serving, to the representative of the Alliance, and to the Superintendent. The hearing on such grievance shall be held by the teacher's superior within twenty (20) days of receipt of such written communication.

Within five (5) days after hearing of the grievance at the level specified above, the person hearing the grievance shall make his/her decision in writing and mail it to the grievant and to all persons officially present at the hearing as well as the building principal and Superintendent.

b. If the aggrieved employee has instituted his/her grievance with a person other than the principal, he/she may appeal the decision on such grievance to his/her building principal. Such appeal shall be made in writing within ten (10) days from the date of receipt of the written decision rendered by the administrator to whom it was initially submitted. The appeal shall include a copy of the decision being appealed and the grounds for regarding the decision as incorrect. It shall also state the names of all persons officially present at the prior hearing, and such persons shall receive a copy of the appeal. A hearing on the appeal shall be held within fifteen (15) days of receipt of the appeal, and the building principal shall render his/her decision within ten (10) days thereafter. At least five (5) days prior to the hearing on the appeal, the principal shall notify persons present at the prior hearing of the time and place of the appeal.

c. In any situation in which a teacher does not serve under the administrators listed in (a) above, or if the teacher's grievance is based upon an act or condition for which the building principal is responsible, the teacher shall submit the grievance to the principal of the building in which the act or condition occurred. Such grievance shall be presented in writing within ten (10) days following the act or condition which is the basis of the complaint. The hearing on such grievance shall be held by the principal within twenty (20) days of receipt of such written communication.

Within five (5) days after hearing of the grievance by the principal, a decision shall be made in writing and mailed to the grievant, all persons officially present at the hearing, and the Superintendent.

3. Level Three

a. Within ten (10) days of receipt of the decision rendered by the principal pursuant to Section 2 above, the decision of the principal in regard to such appeal may be further appealed to the Superintendent or to the person designated by the Superintendent to act in his/her behalf for this appeal.

b. Appeals to the Superintendent shall be heard by the Superintendent within twenty (20) days of his/her receipt of the appeal. Written notice of the time and place of hearing shall be given five (5) days prior thereto to the aggrieved employee, a representative if any, the Alliance grievance representative, the Chairperson of the Grievance Committee, and any administrator who has heretofore been involved in the grievance.

c. Within fifteen (15) days of hearing this appeal, the Superintendent of Schools shall communicate to the aggrieved employee and all other parties officially present at the hearing a written decision, which shall include supporting reasons therefore. A copy of the decision shall be sent to the Chair of the Grievance Committee.

4. Special Procedures for Salary or Leave Related Grievances

a. Any grievance based on a complaint that the employee has been placed in the wrong salary schedule or step or that he/she has been improperly denied an increment, or that their salary has been miscalculated, shall be filed directly with the appropriate administrator under the Superintendent of Schools. Any grievance based upon a complaint by an employee as to an absence refund, sabbatical leave, or leave of absence without pay, shall be filed directly with the administrative officer handling such matters for the Superintendent of Schools. Any such grievance shall be filed within ten (10) days after the grievance arises. The appropriate administrative officer shall conduct a hearing on such grievance within twenty (20) days and shall render a decision in writing within five (5) days after concluding the hearing.

b. The decision of any business or administrative officer, to whom a grievance is presented, as herein above set forth, may be appealed to the Superintendent in writing within fifteen (15) days of the date of the decision appealed. The Superintendent shall conduct a hearing on said appeal (See Section 5c below) within twenty (20) days of receipt of such appeal and shall render a decision in writing within ten (10) days after concluding such hearing.

5. Initiation of Special Types of Grievances

a. Where twenty-five or more members of the negotiating unit in more than one school, or a group of special teachers from several buildings, have a grievance arising from the action of authority higher than a principal, the Chairman of the Grievance Committee, in the name of the Alliance on their request, may initiate a group grievance in their behalf. In such case a written grievance may be filed originally with the administrator having jurisdiction over the act or condition and information copies of the grievance shall be sent simultaneously to the principal or principals of the employees involved.

b. The Alliance shall have the right to initiate or appeal a grievance growing out of an alleged violation of Alliance rights under this contract. Any such grievance shall be initiated by filing the written grievance in the first instance with the appropriate administrator having jurisdiction of the subject matter or the unit member or members affected. A hearing on such a grievance shall be held within twenty (20) days of its filing.

In the event such grievance is originally filed with an administrator other than a principal, an information copy of such grievance shall be sent simultaneously to the principal or principals of the employees involved. Any appeal from the decision of such administrator shall be made directly to the Superintendent of Schools in writing within fifteen (15) days of the date of the decision appealed from.

c. Appeals to the Superintendent or grievances filed originally with him/her under this Article shall be heard by the Superintendent within twenty (20) days of the receipt of the appeal or grievance. Written notice of time and place of hearing shall be given five (5) days prior thereto to the Chair of the Grievance Committee and any administrator involved in the grievance. The Superintendent shall render a decision in writing within ten (10) days after concluding the hearing.

d. If a grievance is based upon a specific act by the School Committee, and (1) the school administration has no discretion in the administration or application of the act of the Committee; and (2) the Committee act is of such a nature that no further action or implementation by the administration is relevant to whether there has been an actual violation of the grievant's rights under this Agreement, the grievance may be initiated at the level of the Superintendent in accordance with the procedure set forth in Section 5c above.

6. Arbitration

a. A grievance dispute which is not resolved at the level of the Superintendent under the grievance procedures herein may be submitted by the aggrieved employee or by the Alliance as specified herein to an arbitrator for decision if it involves the application or interpretation of this Agreement, except that a grievance concerning any term of this Agreement involving School Committee discretion or Committee policy may be submitted to an arbitrator for decision only if it is based on a complaint that such discretion or policy was applied discriminatorily, i.e., that it was applied in a manner unreasonably inconsistent with the general practice followed throughout the school system in similar circumstances. The decision of the Arbitrator upon an issue made arbitrable under this paragraph shall be final and binding upon the parties.

b. A grievance may not be submitted to an arbitrator unless a decision has been rendered by the Superintendent of Schools under the grievance procedure, except in cases where, upon expiration of the time limit for decision, the aggrieved employee or the Alliance filed notice with the Superintendent of intention to submit the grievance to arbitration and no decision was issued by the Superintendent within fifteen (15) days after receipt of such notice.

c. The proceedings shall be initiated by filing with the Superintendent and the American Arbitration Association a notice of arbitration. The notice shall be filed within ten (10) days after receipt of the decision of the Superintendent of Schools under the Grievance Procedure, or where no decision has been issued in the circumstances described above, three (3) days following the expiration of the fifteen (15) day period provided

above. The notice shall include a statement setting forth precisely the issue to be decided by the arbitrator and the specific provision of the agreement involved.

d. Within ten (10) days after such written notice of submission to arbitration, the Superintendent and the Alliance will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party.

e. The parties will be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association regardless of how the arbitrator is selected; except that neither the Committee nor the Alliance nor any grievant shall be permitted to assert any ground in arbitration if such ground was not disclosed to the other parties in interest prior to the decision being appealed to the arbitrator, or to assert any evidence known but not disclosed prior to the decision being appealed.

7. General Provisions as to Grievances and Arbitration

a. No reprisals of any kind will be taken by the School Committee or by any member of the administration or by the Cranston Teachers' Alliance or any member thereof against any party in interest, any representative of the Alliance or any other participant in the grievance procedure by reason of such participation.

b. The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay, or interfere with the right of the Committee to take the action complained of, subject however, to the final decision of the grievance.

c. Nothing contained in this Article or elsewhere in this Agreement shall be construed to prevent any individual employee from presenting and processing a grievance and having it adjusted without intervention or representation by the Alliance if the adjustment is not inconsistent with terms of the Agreement; except that no grievance may be submitted to arbitration without the consent of, and representation by, the Alliance.

d. Any party in interest may be represented at all stages of the grievance procedure except arbitration by a person of his own choosing, except that he may not be represented by a representative or an officer of any competing teacher organization. When a teacher is not represented by the Alliance, the Alliance shall have the right to be present and to state its views at all stages except Level I of the grievance procedure.

e. The sole remedy available to any teacher for any alleged breach of this agreement or any alleged violation of his rights hereunder will be pursuant to the grievance procedure; provided, however, that if a teacher elects to pursue any legal or statutory remedy for any alleged breach of this agreement or any alleged violation of his rights thereunder, such election will bar any further or subsequent proceedings for relief under the provisions of this Article. Recourse by a teacher to the grievance procedure shall constitute a waiver of any legal or statutory rights to relief for the act or condition which is the subject of the grievance.

f. Failure at any step of this procedure except Level I to communicate the decision in writing on a grievance within the specified time limit shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

g. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

h. Forms for processing grievances will be jointly prepared by the Superintendent and the Alliance. The forms will be printed by the Committee and given appropriate distribution by the parties so as to facilitate operation of the grievance procedure.

i. The Alliance agrees that it will not bring or continue, and that it will not represent any employee in, any grievance which is substantially similar to a grievance denied by the decision of an arbitrator, and the Committee agrees that it will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance.

j. In the course of investigation of any grievance, representatives of the Alliance will report to the principal of the building being visited and will state the purpose of the visit immediately upon arrival.

k. Every effort will be made by all parties to avoid interruption of classroom activities and to avoid the involvement of students in all phases of the grievance procedure.

l. Each grievance shall have to be initiated within ten (10) days of the occurrence of the cause for complaint, or, if neither the aggrieved nor the Alliance had knowledge of said occurrence at the time of its happening, then within ten (10) days of the first such knowledge by either the aggrieved or the Alliance. Appropriately posted and dated School committee notices relating to rules and regulations, also sent by registered mail to the President of the Alliance, shall be considered as binding the Alliance and all members of the negotiating unit with knowledge of the subject matter related in said notices.

m. If any member of the Alliance's Grievance Committee is a party in interest to any grievance, he shall not serve as the Alliance's grievance representative in the processing of such grievance.

n. It will be practice of all parties in interest to process grievances after the regular work day or at other times which do not interfere with assigned duties; provided, however, that upon mutual agreement by the aggrieved person, the Alliance, and the Committee to hold proceedings during regular work hours, the grievant and the appropriate Alliance representative will be released from assigned duties without loss of salary. The Alliance shall have the right to designate one teacher as its Grievance Chair, and the Committee shall not preempt more than ten (10) unassigned periods a year from the teaching schedule of such chair.

ARTICLE VII EMPLOYMENT STANDARDS

A. The Parties to this Agreement recognize the Committee's exclusive authority to select and employ new professional personnel. In keeping with the high standards of the community, the parties agree to make a good faith effort to attract teachers who possess high qualifications, and to keep such teachers in the Cranston Public Schools.

B. A teacher in the Cranston Public Schools shall be the holder of at least a bachelor's degree from an accredited college or university, unless not required by law or unless the teacher was employed prior to the effective date of this Agreement.

C. Teachers shall hold or be eligible for any type of Rhode Island certification valid for their regular work assignment.

D. Following the teacher assignment process, a Any teacher working less than full time, who receives at least a proficient or effective rating on the Professional Practice portion of their -evaluation, shall be offered full time employment prior to the appointment of anyone else from outside the district to a full time position in the same area of certification. Changes under this article shall only occur after the Jamboree teacher assignment process process and prior to the start of school.

In the event that the evaluation system is eliminated, replaced or modified by RIDE in such a way that it substantively impacts the utilization of this provision, the parties agree to reopen negotiations to address the impact. Substantive changes include, but are not limited to, the elimination of the domains, utilized herein, a change to the criteria of the domains, or a change in the ratings used in the evaluation model.

E. Teachers will be required to wear school-issued identification badges during the work day as well as during any paid assignments (i.e. extracurricular activities, summer school, after school activities). Temporary

identification badges will be available on site in the event a teacher does not have their school-issued ID badge upon their arrival at work.

A pilot of the security access program which utilizes the ID badge will begin in the year 2014-2015 at Cranston High School East and the Briggs Building. After reviewing the results of the implementation, the administration may expand the program to other buildings in the district.

ARTICLE VIII TEACHING HOURS AND TEACHING LOAD

A. Except as otherwise provided in this Agreement, the official length of the teachers' school day shall not exceed six hours and thirty-five minutes at the elementary level and six hours and fifty minutes for all others. Effective for the 2015-2016 school year, the length of the elementary teacher school day shall be six hours and forty-five minutes.

B.1. Teachers may be required to attend the following meetings after the regular school day. The numbers of meetings stated below are to be considered a maximum. Those persons responsible for calling such meetings will only do so when, in their professional judgment, a meeting is absolutely necessary.

- a. Eleven (11) building meetings per year, called by the school principal, not to exceed one (1) hour in duration.
- b. Two (2) professional development meetings called by the Administration not to exceed two hours in duration. The Administration may schedule groups of teachers from different schools with the same dismissal time to attend said meetings. The meeting shall start within twenty (20) minutes of the end of the teachers' normal work day. Attendance at these meetings shall be subject to the professional development requirements provided in Article VIII Section U and compensated accordingly.
- c. Five (5) secondary school meetings per year, up to one hour in duration, curriculum, in-service, or other meetings called by department chairs, program supervisors or building administrators.
- d. Elementary principals may call up to four meetings (one per quarter) for curriculum based or school based professional development initiatives. Commencing in 2015-2016 school year, these meetings will no longer be required.

2. The school administration shall prepare a tentative schedule of the above meetings and distribute same on teacher orientation day. Changes in said schedule may be made because of inclement weather or situations beyond the control of the administration. Notice of the makeup meeting date shall be given to the teachers at least five (5) school days prior to the meeting.

3. When deemed appropriate by the administrator, itinerants may be included in building staff meetings, provided the total number of meetings does not exceed the limits outlined in Article VIII., B.1 a, b, c., d. Evening performances or activities conducted by unified arts teachers shall be counted against the total number of meetings mentioned in Article VIII., B.1 a, b, c., d.

C. Teachers will be required to attend one evening meeting per year, called at the discretion of the administrator responsible for the directing of such meeting. One additional meeting for public involvement in programs may be held with prior consultation between the building principal and the CTA building representative. Meetings held under the section shall be charged to B1 above.

D. Teachers will have a duty-free lunch period of the same length of time as students.

E.1. For high school teachers, the normal seven (7) day instructional cycle based on 55-minute periods will include:

- a. Thirty (30) class periods
- b. One (1) daily unassigned period
- c. Five (5) administrative periods
- d. Teachers scheduled to teach inclusion classes will be relieved of one administrative period per cycle to provide additional common planning time organized around improvement of student learning.

- e. Additional time for personalization periods as determined by a majority vote of the faculty at each school.
- f. ~~Commencing in the 2011-2012 school year, high school teachers shall be scheduled to participate in one sixty (60) minute period of common planning time meetings per week excluding weeks in which teachers are scheduled to attend meetings pursuant to Article VIII, Section B.1. For the 2014-2015 school year, these meetings will begin as soon as the student day ends. These meetings will begin as soon as the teacher student day ends, starting in the 2015-2016 school year. Beginning in the 2015 - 2016 school year, teachers will be compensated at the rate listed in Appendix E of the Master Agreement. Attendance at common planning time activities is mandatory unless excused by the building principal.~~
2. For middle school teachers, the normal five (5) day instructional rotating cycle shall include:
- Twelve 55 minute classes
 - Three 15 minute advisory periods
 - Eight 50-minute classes
 - Two 45-minute Performance Skills/Ensemble periods
 - Three team planning periods (to be used for the coordination of curriculum, instruction and conferencing) or additional office assignments for those teachers not assigned to a team
 - Two office assignments per week
 - Five unassigned periods, one per day
3. The primary purpose of the unassigned period is class preparation and a teacher will spend either this period or at least an equivalent amount of time outside the school day on class preparation.
4. Elementary classroom teachers, excluding kindergarten teachers, shall be allowed 350 minutes for planning and education related activities for each ten day cycle. Such time shall be exclusive of lunch and the time before and after the beginning and end of the student's school day.
- Elementary itinerant teachers shall be allowed 350 minutes for planning and education related activities for each 10 day cycle. Such time shall be exclusive of lunch. The time before and/or after school shall be excluded only if the itinerant has been assigned duties during that time, such as bus duty or morning duty. The administration agrees to make a good faith effort to equitably assign duties to all elementary teachers.
 - Kindergarten teachers shall be allowed a 55 minute block of time between A.M. and P.M. sessions, inclusive of lunch and travel.
 - In addition to the 350 minutes for planning and education related activities for each ten (10) day cycle, the school administration shall make a good faith effort to provide a thirty (30) minute block of common planning time per week, organized around improvement of student learning, to elementary teachers scheduled to teach inclusion classes.
- d. Effective in the 2015-2016 school year, for elementary teachers, the normal instructional cycle based on the 35-minute itinerant educator periods will include:
- One (1) daily unassigned period
 - One (1) weekly common planning time
 - One (1) daily thirty (30) minute lunch period
 - Fifteen (15) minutes before school non-instructional time (in Title I schools, the teacher will be responsible to supervise the Breakfast in the Classroom Program)
 - Fifteen (15) minutes after school non-instructional time
- ~~c.d. Commencing in the 2011-12 school year, e~~ Elementary teachers shall be scheduled to participate in one sixty (60) minute period of common planning time meeting per week excluding weeks in which teachers are scheduled to attend meetings pursuant to Article VIII, Section B.1 ~~only for the 2014 - 2015 school year.~~ These meetings will begin as soon as the ~~teacher~~ student day ends. Attendance at common planning time activities is mandatory unless excused by the building principal.
5. The first ten (10) day cycle shall commence on the Monday of the first week of the school year and each succeeding cycle shall follow the first, unaffected by interruptions in the school year, such as holidays, vacations, and snow days.

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6. Notwithstanding other language in this agreement to the contrary, each elementary classroom teacher shall receive at least ten (10) ~~thirty-five~~ minute time blocks during a ten day cycle, excepting art which shall be ~~forty~~ ~~(40)~~ ~~thirty-five~~ (35) minutes, beginning in the 2015-2016 school year.

7. Effective in the 2014-2015 school year, 50% of all common planning time meetings held after school will be directed by administration and 50% of all common planning time meetings will be directed by participants. Each common planning time will have a sign in sheet, agenda and minutes submitted to the building principal after each session.

F. When a regularly assigned teacher is absent, other regularly assigned teachers shall not be assigned to cover classes of absent teachers unless qualified substitute teachers are not available. Teachers shall not be required to cover more than one class at a time for the entire school day, but this shall not be construed to affect the teaching of classes which include pupils from more than one grade.

G.1. Secondary teachers may be required to devote not more than three (3) unassigned periods as described in Section 1 below for student supervision without compensation.

2. Elementary teachers shall be required to devote not more than 135 minutes of planning time as defined in VIII (F) above for student supervision, without compensation. Compensation for coverage is paid for absent itinerant teachers. Every effort will be made to avoid scheduling teacher participation in TQP and IEP meetings during a teacher's planning time.

H.1. Department heads will be provided with adequate time to perform their supervisory duties within the limitations of Article XIV, D.1, without being deprived of their daily unassigned period, subject to Section A. The fact that unassigned periods are of unequal duration shall not be grounds for grievance. Regardless of scheduling arrangements, academic subject area teachers shall be entitled to one unassigned time period per day.

2. Student supervision at the elementary level beyond that required in G2 above shall be compensated at the rate of \$42.00 for each additional period or minimum block of thirty (30) minutes. ~~Effective in the 2015-2016 school year, the reimbursement rate shall increase to \$49.00.~~ Student supervision at the secondary level beyond that required in G1 shall be compensated at the rate of \$70.00 for each additional period. In the secondary schools, a list of volunteers to assume such coverage shall be established. This list shall first be exhausted before any involuntary coverage is assigned. Any involuntary assignments made under this article shall be on a rotating basis and in inverse order of seniority.

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3. If a teacher is absent in an elementary school and no substitute teacher is available, the absent teacher's class may be distributed among teachers in the school for the instructional day. The committee shall pay the teachers who cover the absent teacher's class at a pro-rated rate based on 50% of the top step of the salary scale plus a Masters, with each teacher covering receiving a fractional share in proportion to the number of pupils added to his/her class.

4. If a teacher is absent in a secondary school and no substitute is available and no assignment can be made from within the building, the absent teacher's class shall be distributed among other teachers in the school for that class period. The committee shall pay the teachers who cover at the rate described in H-2 above, with each teacher covering receiving a fractional share in proportion to the number of pupils added to his/her class.

5. Supplementary payments under this article shall be paid quarterly by including said compensation in the teacher's next normal payroll check.

I. Secondary school teachers will not be required to teach more than two subjects nor more than three preparations at any one time on a continuing basis except in cases of mutual agreement between the teacher and the appropriate administrator.

J. Classes based upon different ability levels shall not be considered separate preparations, but the administration shall make good faith effort to keep the number of teachers carrying a class of different ability level in addition to three preparations to a minimum.

K. Except as qualified elsewhere in this agreement, the work year of teachers covered by this agreement will include no more than 182 days, including orientation, provided that two additional days may be required of teachers who are employed on a full-time basis for the first time. The 182nd day will be devoted to the completion of professional responsibilities unless said day falls on Monday in which case it will be deleted from the calendar and the 181st will be the last workday for teachers.

Professional services required beyond the last official day for teachers shall be compensated at the rate of 1/182 of the teacher's annual salary.

L. A regularly scheduled instruction day which must be cancelled or terminated because of inclement weather or for other good cause shall not be regarded as a working day for the teachers unless the School Committee can use the day to meet the requirements for state aid.

M. Teachers shall be permitted to leave the building during unassigned periods upon notification to the principal or his/her designated representative. Such notification shall indicate where the teacher may be located in case of emergency.

N. When an itinerant teacher in a special area is in charge of an elementary teacher's class, the latter may leave, however if in the opinion of the principal, the objectives of the educational program are continually not being met, the teacher may be required to remain.

O. Parents shall not be deprived of an opportunity to confer with the teachers of their children because such conferences must be held outside of the regular work day, but all parties concerned will strive to schedule such meetings during the teacher's work day.

P. Travel requirements will be considered in assigning the workload of nurse teachers.

Q. Teachers may be required to work beyond the defined work day in paragraph A only in case of emergency or when they have accepted such responsibility or when the proper performance of their professional responsibilities necessitates such duty.

R. Compensation paid for extra-curricular and special service activities, such as coaching and department chairs, shall cover time normally spent outside the normal school day and school year on such activities.

S. The following positions shall carry compensation as indicated.

High School

12 th Grade Adviser	\$2,500
11 th Grade Adviser	2,500
10 th Grade Adviser	2,500
9 th Grade Adviser	2,500
Academic Decathlon Adviser	2,000
AVA Coordinator	2,000
Cheerleader Adviser (per sport)	2,000
Community Service Club	2,000
Computer Team Adviser	2,000
Computer Technician	2,000
Debate Team Adviser	2,000
DECA Adviser	1,000
Emerald Encore	1,500

Environmental Action Club	2,000
Fiscal Manager	3,500
Future Business Leaders of America	1,000
Gifted Project Adviser	2,000
Green & White/Red & Gray	2,000
JROTC Drill Team	2,000
Color Guard	2,000
Air Rifle Team	2,000
Raider Team	2,000
Leaders in the Community	1,000
Literary Magazine Adviser	2,000
Majorette Adviser	1,000
Math Team Adviser, Senior High	2,000
Mock Trial Adviser	2,000
Newspaper Adviser	2,000
Ocean Bowl	2,000
Odyssey of the Mind	2,000
Project Respect	2,000
Peers As Leaders	500
Science Olympiad	2,000
Student Council Adviser (2)	1,800
VICA Adviser	2,000
Web Page Club	2,000
Westernettes/Falconettes	1,500
Yearbook Adviser(s)	3,000

Middle School

AVA Coordinator	\$2,000
Cheerleader Adviser	1,000
Fiscal Adviser	3,000
Future Problem Solvers	2,000
Literary Magazine	1,000
Math Team Adviser	2,000
Memory Book Adviser	2,000
NEED	1,000
Newspaper Adviser	2,000
Project Respect	2,000
Science Olympiad	2,000
Stockroom	750
Students as Mediators	2,000
Student Council	2,000

Supplemental payment under this Section shall be paid quarterly by including said compensation in the teacher's next normal payroll check.

1. Commencing in the 2014-2015 school year, each school's allotment for extracurricular activities shall increase by 10% of the current allotment, for distribution by the building principal.

2. Annual posting of extracurricular activities held by non-CTA members will begin starting in the 2015-2016 school year.

3. A joint committee to review and revise the listing of extracurricular activities and to develop job descriptions for such activities will be formed in the 2014-2015 school year.

T. Department Chairpersons will work 186 days, two days before the school year starts and two days after the school year ends. These additional days will be compensated under the terms of Article VIII., K of this agreement. They will also, after consultation with their principal, spend such additional time as may reasonably be necessary to fulfill their responsibilities.

U. A professional development program will be provided through a Professional Development Institute Professional Academy for Cranston Educators (PACE) developed collaboratively between the CTA and the CPS. Teachers will be required to participate on an annual basis for eight (8) hours. These hours shall be outside the regular school day. Teachers attending the professional development sessions will be compensated under the terms of Appendix E of the Master Agreement. Teachers serving as instructors will be paid an additional ten (10) dollars per hour. Commencing in the 2015-2016 school year, teachers serving as instructors will be paid an additional twenty (20) dollars per hour, however, the instructor will not be eligible for contractual professional development credit for those sessions they lead.

In addition, teachers shall be compensated under the terms of Appendix E for meetings scheduled pursuant to Article VIII, Section B1b.

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V.1. Participants in the development of IEP's shall include the appropriate specialists.

2. The receiving teacher shall be given prior notice, except when data is not available, of a student who is being mainstreamed into his/her class. The teacher shall be given the opportunity to review all pertinent, available information concerning the mainstreamed student as long as it complies with federal and state law.

W. A mentoring program developed by the Administration in cooperation with the Alliance will be required for all newly hired teachers. All mentors shall receive at least ten hours of training provided by the school department. The annual stipend for teachers actively serving as mentors will be five hundred (\$500) dollars.

X. Elementary RTI team members who meet outside the normal school day will be compensated with a stipend. The stipend will be paid to a maximum of four team members per school. Annual stipends will be paid based on the following scale:

Number of hours per year	Stipend
5-10	\$100.00
11-20	\$200.00
21-35	\$300.00
36+	\$400.00

ARTICLE IX CLASS SIZE

~~The Committee and the Alliance agree that class size can become inimical to effective education and unduly onerous to individual teachers. The parties further agree that, as funds are available, a high priority will go to reducing regular class size in these special situations where there are more than 24 pupils in Kindergarten through Grade 3; 26 pupils in Grades 4 and 5; and 28 pupils in secondary schools, a goal which the Committee has striven in good faith to attain and has, in fact, been largely successful in attaining.~~

Any elementary teacher in grades Kindergarten through Grade 3 who is assigned 26 or more students, any elementary teacher in Grades 4 and 5 through 6 who is assigned 28 or more students, and any secondary teacher, except those enumerated in Section 2 below who is assigned 31 or more students, shall receive additional compensation according to the following formulae:

1. Elementary teachers' compensation shall be determined by dividing the top step of the salary scale plus a Master's Degree increment by 180 days, dividing that daily rate by the class maximum, multiplying that dollar

amount by the number of students over the maximum, multiplied by the number of days that the maximum has been exceeded.

2. In the secondary schools, secondary teachers, except band teachers and chorus teachers, shall be compensated for each additional student by determining the top step of the salary scale plus a Master's Degree increment and dividing it by 154 days: dividing that amount by 5 and dividing that amount by the class maximum; multiplying that amount by the number of students assigned in excess of the maximum in any class and multiplying that amount by the number of days that the maximum has been exceeded.

Supplemental payments under this section shall be paid quarterly by including said compensation in the teacher's next normal payroll check.

ARTICLE X TEXTBOOKS AND SUPPLIES

A. The Committee agrees to make a good faith effort to provide sufficient required textbooks to insure that each pupil has textbooks for his/her own use. Prior to changing textbooks or selecting textbooks, all teachers using such textbooks shall be given the opportunity to provide written input to the Superintendent or his/her designee regarding the proposed change or selection.

The consultation procedure shall be as follows:

1. The teacher affected shall be notified of the proposed change in textbooks.
2. The teacher affected shall be given an opportunity to inspect any textbooks being considered for adoption prior to Section A.3 below.
3. The administration shall provide an opportunity for all teachers affected to provide written input to the Superintendent or his/her designee regarding the proposed change or selection.
4. The Alliance shall be notified at least two (2) weeks prior to the consultation meetings set forth in A.3 above.

B. The Committee agrees to make a good faith effort to provide sufficient teaching equipment and supplies in the school system.

ARTICLE XI PROTECTION

A. A teacher who has suffered an assault while acting in the discharge of his/her duties within the scope of his/her employment and/or under the direction of the Committee, shall submit a complete report in writing to the Superintendent through the principal or appropriate director. Such report shall be submitted in writing immediately after the assault, or within a reasonable time thereafter. Such report will include the time, place, personnel involved, witnesses and other relevant information.

B. When a teacher has been assaulted, the Committee will comply with any reasonable request from the teacher for information in its possession relating to the incident or the persons involved.

C. 1. If criminal or civil proceedings are brought against a teacher alleging that he/she committed an assault in connection with his/her employment, the Committee will furnish legal counsel to defend the teacher in such proceedings except when the Cranston School Committee demonstrates that there is clear and convincing evidence that the teacher's action constitutes willful misconduct.

2. In order for a teacher to invoke the foregoing, the original or a copy of any summons, complaint, process, notice, demand, or pleading served upon such teacher must be delivered within ten (10) days after such service to the Superintendent.

3. It is understood and agreed that the Committee is not required to provide an attorney to a teacher in civil or criminal actions initiated by a teacher.

D. Teachers shall receive prompt notification of pupils in their classes who have severe physical and/or emotional problems within the knowledge of the administration.

E. Appropriate physical restraint may be used by a teacher in extraordinary circumstances to protect himself/herself, another teacher and/or a student from possible injury.

ARTICLE XII TEACHER FACILITIES

A. Each school will have space in which teachers may safely store instructional materials and supplies.

B. Where practicable, the Committee shall provide (1) a teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials; (2) a usable desk and chair and filing cabinet for each teacher; (3) a separate private dining area for the use of the teachers; and (4) a work area furnished with a desk and chair for heads of departments and audio-visual coordinators. The Committee shall not be obligated to undertake any construction or remodeling under this Article.

C. The Alliance shall be consulted prior to final Committee approval of any new construction of teacher facilities.

ARTICLE XIII TEACHER'S FILES

A. The administration shall maintain only the following official files on each teacher:

- (1) A Confidential File
- (2) A Personal Data File
- (3) An Evaluators' File
- (4) HIPAA File

1. The confidential file for each teacher shall be maintained in the strictest confidence at the Personnel Office.

2. It is understood that this confidential file includes all matters relating to the professional status and conduct of the teacher in the course of his/her employment in the Cranston Public Schools.

B. The following sub paragraphs in this Article refer to all official files.

1. No non-confidential or non-privileged material derogatory to a teacher's conduct, service, character, or personality shall be placed in a teacher's file unless the teacher is notified that such material has been or may be included in his/her file. Upon request by either a teacher or the administration, a teacher shall be given an opportunity to read such material and shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed. Such signature merely signifies that he/she has read the material to be filed; it does not indicate agreement with its content.

2. A teacher shall have the right to comment upon any non-confidential or non-privileged material filed and his/her comment shall be reviewed by an Assistant Superintendent of Schools and attached to the file copy.

3. Upon request by a teacher, he/she shall be given access to his/her file(s) within a reasonable time. Confidential and privileged information such as credentials, letter of reference from universities, individuals, or previous employers are exempted from such review. The appropriate administrator shall remove such confidential and privileged material from the file prior to a review of the file by a teacher. Unsolicited derogatory materials coming to the School Committee shall not be regarded as privileged.

4. A teacher shall be permitted to reproduce material in his/her file other than confidential or privileged material, provided that such reproduction is without cost to the Committee.

5. Teachers will keep their files up to date on forms supplied by the Administration concerning names (beneficiaries, persons to be notified in case of emergency, dependents, etc.), addresses, telephone numbers, marital status, higher education related to professional advancement, health and medical status, pregnancy and other matters required for personnel administration.

6. File copies shall not be removed from the offices of the School Administration.

7. A representative of the School Administration shall be present at any inspection or reproduction of a teacher's files.

8. The Administration shall provide a facility by which teachers may reproduce materials in their files at cost.

ARTICLE XIV TEACHING SCHEDULES

A. Teachers shall be notified in writing of any change in their programs and schedules for the ensuing year, including the school to which they will be assigned, the grades and/or subjects that they will teach and any special or unusual courses or assignments that they will have before the end of the school year, or as soon as practicable thereafter; provided that in the event of a change in circumstances or conditions such assignments may be changed as required to meet the situation.

B. Teachers shall not be assigned, except in accordance with the regulations of the Department of Education and in emergency or for good cause, to subjects and/or grades or other classes outside the scope of their teaching certificates.

C. In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel.

D. Teacher schedules and programs shall be made without discrimination as to race, age, creed, color, religion, national origin, gender, or marital status.

I. Department Chairs - The teaching schedules of the department chairs shall not exceed the following ratio:

a. 0-8 teachers- maximum of 4 classes

b. 9-14 teachers- maximum of 3 classes

c. 15 or more teachers- maximum of 2 classes

~~d. Teachers who are department chairs and program supervisors shall be scheduled to teach no more than two (2) classes.~~

d. Department chairs will be responsible to review and approve all virtual learning curriculum as well as be assigned as the teacher of record for those high school students who partake in virtual coursework.

e. Teachers who are both department chair and program supervisor must relinquish one of those positions starting in the 2015-2016 school year.

2. For the purposes of calculation, the ratio stated in number 1 above excludes the department chair but includes as full time equivalents all teachers assigned to one department drawing full salary. Teachers assigned to two departments or teachers drawing less than full salary shall be fractionally weighted. If the total number of teachers include a fraction of .6 or above, the number shall be rounded to the higher number, fractions of .5 and below shall be rounded to the lower number.

E1. Program Supervisors – The teaching schedules of the program supervisors shall not exceed the following ratio:

a. City-Wide K-12

*Departments with less than 10 FTE – 60% or 3 classes (Psychology, Occupational Therapy)

*Departments with greater than 10 FTE: - 40% or 2 classes (Art, Music—~~1.11 FTE~~ (effective 2015-2016 school year ~~1.1~~ shall be eliminated), Health/Nursing, Speech Language, Social Work, Guidance, Psychology)

b. City-Wide 7-12- academic content areas 60% or 3 classes (Social Studies, Science, and World Languages, ~~thus eliminating Business and Family and Consumer Science~~ Business, Family/Consumer Science, ~~Technology Education~~) ~~Effective 2015-2016 school year Business and Family Consumer Science~~ *positions will be eliminated*

c. Academic Content Areas – ~~60% or 3 classes~~ (English/Language Arts, Mathematics, and Technology in the 2014-2015 school year, will become full-time Program Supervisor positions Social Studies, Science, World Languages)

~~e. Program Supervisors will be responsible to review and approve all virtual learning curriculum as well as be assigned as the teacher of record for those middle school students who partake in virtual coursework.~~

~~2. A joint committee, comprised of three members from administration, three members from the Alliance and the Superintendent or his/her designee, will be formed in the 2014-2015 school year to revise develop job descriptions and a non-RIDE affiliated evaluation instrument for department chairs and program supervisors. The department chair/program supervisor evaluation will be implemented in the 2015-2016 school year.~~

F. On an annual basis, middle school team leader positions shall be determined by a consensus of the team members with the approval of the principal.

~~G. Commencing in the 2015-2016 school year, on an annual basis, a middle school content leader position shall be filled for mathematics, English language arts, social studies and science and shall be paid an annual stipend of two thousand dollars (\$2000). Teachers who apply and are qualified for such positions, shall be interviewed by a team consisting of the building principal, the program supervisor, and the department chairperson from one of the high schools. Interview ratings for each qualified applicant shall be prepared independently by each member of the team. Recommendation for a content leader position shall be made by the Superintendent from among the top three applicants unless he/she decides to make no recommendation from such applicants.~~

~~**THIS IS SUBJECT TO APPROVAL OF THE CONTENT LEADER JOB DESCRIPTION BY THE ADMINISTRATION.**~~

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1. Middle school team leaders will be compensated by receiving two less office assignments per week and shall receive an annual stipend of two thousand dollars (\$2000). Duties and responsibilities of the team leader as delineated in the job description for that position

ARTICLE XV
SENIORITY - STAFF

A.1. Seniority for teachers shall be defined as the length of continuous service within the Cranston Public School System; such service commencing on the effective date of employment of a teacher as acted upon by the Cranston School Committee by resolution. In the case where two (2) or more teachers commenced service on the same date, seniority shall be determined by the date said teachers were appointed by resolution of the School Committee. Should two (2) or more teachers have the same resolution date, seniority shall be determined by the date of application. Should there be any other ties, seniority shall be determined by lottery.

2. All teachers who have acquired tenure in the Cranston School System who are, who become and/or who have been Administrators in the Cranston School System and whose employment in the Cranston School System has been continuous, including approved leaves of absence, shall, upon his/her return to the teaching ranks in the Cranston School System, have seniority, for all purposes, from the initial date of his/her hire.

3. Cranston teachers effectively employed on or before the first day of school in 1984 for purposes of layoff only, shall have seniority greater than any Cranston Administrator presently employed and not falling within the category of Administrators referred to in paragraph 2 hereof. Any such Administrator referred to in paragraph 3 herein shall begin to accrue seniority for all other purposes as of the date of his/her initial hire in the Cranston School System.

4. No Administrator hired subsequent to April 21, 1986 (exclusive of teachers and/or Administrators referred to in paragraph 2 hereof) shall accrue any seniority whatsoever entitling any such Administrator to become a teacher.

5. Seniority shall not be disturbed during a teacher's suspension or leave of absence as may be approved under terms of Article XIX of the Agreement.

6. Seniority shall be considered broken for the following reasons:

- a. Discharge or termination for cause
- b. Receipt of Notice of Voluntary Termination of Employment
- c. Failure to return to professional duties within 21 calendar days of receipt of recall notice delivered by Registered Mail
- d. Failure to return from a leave of absence as agreed

7. The Superintendent or designee shall prepare an initial list of employees by seniority within 60 days of the signing of this Agreement and shall forward same to the President of the Alliance. The list shall be open to challenge and/or correction for a period of 30 days following receipt. A copy of the seniority list will be given to the Alliance periodically when it is printed for use by the Administration.

B. Staff Reduction

1. In the event that a reduction of the number of employees in the bargaining unit is necessary because of declining pupil enrollment, financial considerations, or for other good or just cause, employees shall be laid off in reverse order of seniority.

At no time in any calendar year shall staff reduction in the bargaining unit achieved through layoff exceed a net of 3% of the previous year's bargaining unit total. Such calculation shall exclude losses due to attrition. Positions created in the 2009-2010 and 2010-2011 school years using funds provided by the American Recovery and Reinvestment Act, the identification of which shall be agreed to by the parties, shall be excluded from the lay-off cap.

In the event of declining enrollment, the work force may be reduced by an additional 2%.

Notwithstanding the above provisions, the total number of bargaining unit members, expressed as full-time equivalent positions (FTE), shall not be diminished for the duration of the agreement. The minimum number of full-time equivalent positions shall be 913.3 bargaining unit members.

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2. All laid off employees shall be placed on a recall list in order of seniority and by certification. Except for reductions in personnel caused by declining pupil population, teachers must have been employed in the Cranston Public Schools for two full years, September to June, in order to be placed on the recall list.

3. As positions within the school system become available, employees on the recall list shall be offered employment in their area of certification by seniority.

4. Before any new personnel are hired, all employees on the recall list who are properly certified or certifiable shall be offered employment by seniority.

ARTICLE XVI REASSIGNMENT AND TRANSFER

A. All newly employed teachers may be assigned in accordance with the procedure in this Agreement to any school appropriate to the areas of certification. Newly hired teachers must teach three years in the area of certification for which they were hired unless involuntarily transferred.

B. The Committee and the Alliance recognize that some involuntary transfers of teachers from one school to another or reassignment within a school is unavoidable. The parties agree to the following procedure to affect the involuntary transfer or reassignment:

1. Notification of involuntary transfer shall be given to the teacher no later than five (5) working days before the close of school and such transfers shall only be effective at the beginning of the following school year.

2. Involuntary transfers shall be limited to transfers necessitated by decreasing pupil enrollment and/or changes in program or curriculum.

3.a. Involuntary transfers shall be made in reverse order of seniority by certification.

b. In a circumstance where the specific educational needs within a specific building can only be attained by retaining a junior teacher, the next least senior teacher may be transferred.

c. In those circumstances where the specific educational needs of the system can only be attained by the retaining of a junior teacher within a building, the next least senior teacher may be transferred. In the event that volunteers for said transfer are not forthcoming, the school committee, through its agents, shall meet with the President and/or his/her designee to explain the specific nature of the educational need and the personnel changes which will be necessary.

d. In the event that an involuntary transfer must be made outside of the authority outlined in 1, 2 and 3(a), (b), or (c) above, it shall be for compelling reasons that the School Administration will document and explain to the Alliance and the individual. The following procedures shall govern involuntary transfers under this Section:

i. Any candidate for transfer under this provision shall be transferred immediately.

ii. Any teacher identified for transfer under this Section shall have the right, through the Alliance, to resort to expedited arbitration to determine whether or not the Administration's reasons are compelling. The parties shall mutually agree on a permanent arbitrator who will provide decisions to contested cases within thirty (30) days of the request for a decision.

iii. Should an arbitrator rule in favor of the teacher, he/she shall be returned to his/her former position.

iv. Should an arbitrator rule in favor of the Administration, the teacher will stay in the position to which he/she was transferred.

4. Any involuntary transfer will be implemented only after consultation between the teacher involved and a representative of the administration. The teacher will be notified of the reasons in writing within five (5) days of the meeting.

5. In the event that an unforeseen circumstance such as death or resignation occurs after the notification date in B.1 above and in the event that no volunteer is available to fill the position, an involuntary transfer may be made.

Notification of involuntary transfer in this instance shall be communicated to the teacher in writing within fifteen (15) calendar days of the event giving rise to the transfer.

6. In all instances, volunteers for reassignment will be sought before an involuntary transfer is made.

C. A vacancy shall be defined as the availability of a position caused by death, retirement, promotion, resignation, long term leave of absence, or lay-off.

- 1. Prior to the end of school a ~~jamboree~~ teacher assignment process will be held for the purpose of job selection and transfer. All teachers will be eligible to select a position ~~participate~~ in descending order of seniority.
 - a. In advance of the ~~jamboree~~ teacher assignment process a list of known vacancies which will be available during the following school year shall be posted in all school buildings. The list shall be issued two (2) weeks prior to the scheduled teacher assignment process, subject to change until the process takes place.
 - b. The teacher assignment process list shall include any specific bona fide job qualifications for any posted position as determined by the administration.
 - c. Prior to the end of the school year, the superintendent shall forward to the Alliance president the following: a) a list of vacancies which will be available during the following school year, b) a list of teachers who have been involuntarily transferred, and c) a list of teachers returning from leave. Teachers who have been involuntarily transferred and teachers returning from leave will receive advance notice of the time and date of the ~~jamboree~~ teacher assignment process.

~~2.~~ 2.a. No selection into a different area of certification will be honored under this procedure if the effect of which is to block the recall of a teacher from the suspension list. A teacher must possess the appropriate Rhode Island Department of Education certificate and must meet any specific bona fide requirements in order to select the position.

~~3.~~ The Superintendent or his/her designee shall be available two weeks prior to and up to the teacher assignment process to discuss potential selections.

~~4.~~ 3. The Superintendent or his/her designee shall review all teacher assignments within two week days, not including holidays, following each teacher selection process. If the Superintendent questions the position selection of any teacher, the Superintendent shall meet with the CTA President and the affected teacher to review the selection. Subsequent to the meeting with the CTA President and the affected teacher, the Superintendent may deny the assignment of a teacher to a position if there is an overriding educational reason to prevent the placement of the teacher in the new position. The focus of the Superintendent's review shall solely be the placement of the teacher in the new position, not to keep the teacher in her/his current position.

~~5.~~ If a teacher wishes to contest the denial of a position pursuant to Section 3 above, the CTA may file for expedited arbitration within five (5) work days from receipt of notice of the denial. The parties agree to cooperate in scheduling a hearing date as soon as possible. The Superintendent has the burden of proof at the arbitration proceeding. The parties agree to limit the testimony at the hearing to one full day, unless additional time is granted by the arbitrator. The arbitrator shall issue an award within five (5) days of the close of the hearing.

~~6.~~ If a teacher wins the arbitration appeal, he/she shall assume the new position. If the teacher loses the arbitration appeal from the first teacher assignment process which is normally held in June, the teacher shall assume his/her former position, unless the position was eliminated. All other selections made as a consequence will be nullified and all of those teachers will return to their previous teaching assignments. The position the teacher was not placed into shall be made available at the next scheduled teacher assignment process to be held prior to the beginning of the school year.

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If the teacher loses the arbitration appeal from the second teacher assignment process, which is normally held in the summer, the teacher shall assume his/her former position, unless the position was eliminated. All other selections made as a consequence will be nullified and all of those teachers will return to their previous teaching assignments. The position the teacher was not placed into shall be made available at the first teacher assignment process to be held prior to the beginning of the next school year.

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6. If a position is vacated after all involuntary transfers, voluntary transfers and returns from leave have been placed and if the position cannot be filled by a teacher on layoff, if the vacancy is to be filled it shall be filled on a temporary basis until the next posting.

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7. In the event that a vacancy occurs or a new position is created after the completion of the voluntary round of the Jamboree Teacher assignment process but before the opening of school, the Administration after consultation with the Alliance shall have the option to declare the position as an expedited posting. This designation shall allow Cranston Public Schools to post the position after a seven day waiting period for selection by qualified members within the bargaining unit. Notification of this posting shall be the responsibility of the personnel office. The official posting shall be in the Sunday edition of the Providence Journal mailed to the CTA office. The posting shall also be listed on the web site of the Cranston Public Schools. In the event that no one from within the bargaining unit bids upon this position a person may be appointed to the position on a permanent basis. All other rules and policies regarding the Jamboree Teacher assignment process shall remain in full force and effect.

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8. High school or middle school Health/Physical Education positions may be posted at Jamboree Teacher assignment process as gender specific provided that the Administration furnishes documentation to the Alliance President verifying locker room supervision cannot be otherwise arranged.

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9. Effective upon the implementation of a revised teacher evaluation system in the 2011-2012 school year, any teacher who has a rating of ineffective or developing on their Professional Practice portion of the formal teacher evaluation instrument may not participate in the Jamboree teacher assignment process for the purpose of obtaining a voluntary transfer without the prior approval of the Cranston School Department Superintendent or her/his designee. Requests by a teacher who has a rating of ineffective or developing on the Professional Practice portion of the formal teacher evaluation instrument shall be submitted to the Superintendent or her/his designee at least one week prior to the scheduled Jamboree Teacher assignment process date.

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In the event that the evaluation system is eliminated, replaced or modified by RIDE in such a way that it substantively impacts the utilization of this provision, the parties agree to reopen negotiations to address the impact. Substantive changes include, but are not limited to, the elimination of the domains utilized herein, a change to the criteria of the domains, or a change in the ratings used in the evaluation model.

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10. In the event that the administration fails to complete an evaluation of a teacher in any given school year at least two weeks prior to the scheduled teacher assignment process, the teacher shall be eligible to participate in the teacher assignment process, unless the administration is unable to complete an evaluation of a teacher in any given school year due to the teacher being on a leave of absence. In that instance, the teacher shall be eligible to participate in the teacher assignment process, unless the teacher's most recent evaluation had a rating of ineffective or developing for the Professional Practice portion of the formal teacher evaluation instrument.

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Notwithstanding anything to the contrary above, in the event that the evaluation of a teacher has been completed, but the required summative conference has not taken place due to the teacher's absence, then the evaluation as completed shall be utilized for all purposes of this section.

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~~7. The parties agree to form a joint committee that will meet in the 2011-2012 school year to continue discussion of the teacher assignment process and the basic education plan.~~

**ARTICLE XVII
PROMOTIONS**

A. Promotional positions are defined as positions below the rank of Assistant Superintendent requiring state certification and paying a salary differential over the regular teacher's salary schedule.

B. All vacancies in promotional positions shall be filled pursuant to the following procedures:

1. A notice shall be posted in every school building and emailed to the faculty at the district email address only, clearly setting forth a description of, and the qualifications for, the positions, including duties and salary.

2. Such notices shall be posted as far in advance as practicable, and at least ten (10) school days before the final date for submission of applications.

3. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent or his/her designee within the time limit specified in the notice. Applications shall include qualifications for the position as well as other data requested in the notice and/or helpful in evaluating the applications.

4. Teachers who apply and are qualified for such positions shall be interviewed by a committee which shall include one person from the negotiating unit appointed by the Superintendent. Interview ratings for each qualified applicant shall be prepared independently by each member of the committee. Such ratings shall not be subject to the provisions of Article XIII. Recommendation for a vacancy shall be made by the Superintendent from among the top three applicants unless he/she decides to make no recommendation from such applicants.

C. Promotional positions 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 in the Cranston Public Schools shall be given preference. The decision of the Committee, unless arbitrary, capricious, and without basis in fact, will be final.

D. The Alliance will be notified within a reasonable time when a promotional position becomes vacant after the end of the regular school year but before the opening of the fall semester. Teachers who wish to be notified of any vacancies in promotional positions occurring after the close of the school year but before the opening of the following school year may leave their name and a mailing address with the Superintendent. The administration shall send a notice of vacancy in a promotional position to all teachers exercising such option. Applications from such teachers must be received by the Superintendent or designee within ten (10) calendar days of the postmark date on the Administration's notice to the candidate to be eligible for consideration.

E. All teachers who apply and are qualified for a promotional position shall be interviewed and shall subsequently be notified of the disposition of their application before the appointment is made.

F. A teacher may not be employed at, hired into, involuntarily transferred to, or voluntarily transferred to a school where a member of his/her immediate family serves in a direct supervisory capacity. In the event that a person is promoted to a position with supervisory responsibilities over an immediate family member that teacher shall be involuntarily transferred at the next ~~June~~ Teacher assignment process.

**ARTICLE XVIII
TEACHER EVALUATION**

~~A. All teacher evaluations shall be conducted according to the teacher evaluation handbook, subject to the following:~~

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1. Any teacher who obtains or earns a rating of Highly Effective shall, subsequent to such evaluation, be evaluated every three years. An annual summative conference shall be required for all highly effective teachers during their non-formal evaluation years.
2. Any teacher who obtains or earns a rating of Effective shall, subsequent to such evaluation, be evaluated every two years. An annual summative conference shall be required for all effective teachers during their non-formal evaluation years.
3. Any teacher who obtains or earns a rating of Developing or Ineffective shall, subsequent to such evaluation, be evaluated every year until achieving an Effective or Highly Effective rating. Any teacher in these categories will develop an action plan with their evaluator, to assist them in improving their rating.
4. Any non-tenured teacher shall be evaluated annually.
5. Any teacher, during his or her first year teaching under a new teaching certificate, will be evaluated.
6. Any teacher may request an annual evaluation.
7. Principals may observe a teacher's classroom and classroom instruction at any time. Scripted evidence will only be required during a formal evaluation year.
8. Any concerns about a teacher's performance, that arise at anytime, shall be handled in accordance with district personnel policies and negotiated collective bargaining agreements.

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Notwithstanding the above, changes may be made to 1-8 if unanimously agreed to by the District Evaluation Committee and approved by the School Committee.

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All monitoring or observation of the work performance of a teacher will be conducted openly, and insofar as practicable, with full knowledge of the teacher. The use of eavesdropping, public address or audio systems, and similar surveillance devices shall be strictly prohibited.

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B. After any formal evaluation, the evaluator and the teacher evaluated will agree on a time for a conference to be held as soon as practicable.

C. Teachers will be allowed to review a copy of any evaluation report prepared by their evaluators and will have the right to discuss such reports with their evaluators and initial such reports before the reports are placed in their personnel files.

D. Any complaints regarding a teacher, made to the Administration by any parent, student, or other person, which is considered in evaluating said teacher's performance will be promptly called to the teacher's attention.

F. No teacher will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.

ARTICLE XIX
LONG TERM LEAVES OF ABSENCE

A. General Policies Concerning Long-Term Leaves of Absence

1. Unless otherwise specified, all leave under this Article (XIX) is long-term and must be approved by the Committee.

2. Applications for all leaves of absence shall be made through Human Resources to the Superintendent of Schools in writing. Except for mandatory leaves of absence, the granting of leaves of absence shall be contingent upon the ability of the Administration to secure a satisfactory substitute. Priority in granting leave will be given to those persons with the longest period of service to the Cranston schools. Except for parental leaves, and long-term military leaves, leaves of absence shall not exceed one year and shall expire on June 30th of the school year for which leave is granted unless otherwise approved at the time the leave is granted.

3. Applications for the renewal of leaves of absence shall be made in writing to the Superintendent of Schools prior to April 1st preceding the school year for which renewal of leave is requested.

4. Regardless of the nature of the leave, return to the school system does not necessarily mean return to the same position, including administrative, special service, and extracurricular assignments, but shall be contingent upon vacancies, unless otherwise stated in writing at the time said leave is granted.

5. The School Committee shall not be obligated to accept a teacher returning from any type of long-term leave before the normal expiration date of such leave.

6. Teachers shall be responsible for informing the Superintendent in writing of their intention to return or not to return no later than April 15th.

7. Teachers electing leave under this article shall have the right to continue in the medical insurance program, as defined in Article XXV, during the period of leave subject to the teacher making advance payments of two months premium at the time the teacher commences leave and making monthly payments thereafter. The teacher, by electing said coverage, agrees to hold the Committee, and its agents and servants, harmless for any act of negligence occurring as a result of the teacher electing said option. If a teacher fails to make the advance payments or the monthly payments as suited above, the Committee shall have the power to drop said coverage by notification to the teacher and the Cranston Teachers' Alliance.

B. Long-Term Leave Without Compensation

1. Leaves of absence for professional improvement (not travel), study, educational research, writing and publishing may be granted by the School Committee upon the recommendation of the Superintendent. A teacher shall be eligible for no more than one (1) such leave under this section. Said leave shall be no longer than two (2) years in duration. Any leaves taken prior to 9/1/97 shall not be considered for future requests of these leaves.

2. Active military duty requiring over 91 school days will be considered a long-term leave of absence. The Committee agrees to compensate the teacher on long term military leave the difference between the teacher's daily salary and daily military pay. Longevity credit on the salary schedule will continue throughout such leave. Teachers granted long-term military leave will return to the Cranston Public Schools no later than the beginning of the next semester after the date of discharge from active duty; if mutually agreeable to the Superintendent and the returning teacher, the latter may return at an earlier date.

3. Leaves of absence for reason of health may be granted by the School Committee upon the recommendation of the Superintendent. When such leave is required, a request shall be accompanied by a written statement from a physician indicating the necessity of such leave. Longevity not to exceed one year will continue through long-term leave for health.

4. Parental leave of up to eighteen (18) months will be granted upon request; such request must include the approximate date of return. The teacher may work until, and return as soon as his/ her doctor permits, providing such teacher is capable of performing his/her professional responsibilities on a full time basis. The teacher must notify the Superintendent in writing of his/her intention to leave and to return at least sixty (60) days prior to the respective dates. Return from parental leave will be allowed only at the beginning of the school year or at the beginning of the third quarter, whichever follows the expiration of the leave. A teacher who elects to use the provision of Article XXVIII of this Agreement for temporary disability due to post-partum recovery shall not have the right to avail herself to the provisions of this section. Notice of said election shall be made in writing to the Executive Director of Human Resources no later than thirty (30) days prior to the commencement of the leave, except in cases of emergency.

5. Peace Corps or Vista leave will be granted without pay to any teacher who enlists for a period not to exceed two years. Upon return from such leave, a teacher will be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of absence. Peace Corps leave is for one year at a time and the teacher must renew his/her leave for an additional year.

6. Subject to the following conditions, tenured teachers shall be granted leave of absence without compensation including but not limited to medical and dental insurance coverage to run for or serve in elective political office:
- Such leave shall be requested at least 60 calendar days prior to the semester for which leave is requested.
 - Such leave shall be for a full semester or full year unless otherwise mutually agreed in writing.
 - Return from such leave may be postponed by the Committee until the beginning of the semester following expiration of the leave.
 - Leave under this section shall be limited to two school years.

C. Sabbatical Leave

- Leaves of absence not to exceed one year may be granted by the School Committee upon recommendation of the Superintendent of Schools for any professionally certified employee, after six (6) consecutive years of service in the Cranston Public Schools.
- All requests for sabbatical leave should be submitted to the Superintendent of Schools by April 15 preceding the school year for which leave is requested.
- The purpose of the leave must be for the professional improvement of the individual.
- For individuals on full year sabbatical leave, compensation will be one-half the annual salary. For individuals on one-half year sabbatical, compensation will also be one-half the annual salary.
- Provided all other conditions are satisfied, up to one percent of the negotiating unit shall be granted sabbatical leave in any school year.
- The following factors should be considered in all cases of individuals applying for half or full-year sabbatical leaves from the Cranston Public Schools.
 - The number of years in our system.
 - Proficiency in present position.
 - Area of study as relates to the needs of our system.
 - General experience of the candidate.
 - Official acceptance into graduate program, or related field of study.
- Every individual who is granted a sabbatical leave must sign and fulfill a contract to return for one year of service to the Cranston Public Schools or reimburse the department for the amount of salary granted during the leave.

D. Teacher-Exchange Program

- The Committee recognizes that Teacher-Exchange Programs provide an excellent means of bringing about cultural exchange and understanding. Therefore, the Committee supports such programs and will authorize participation to the extent that it facilitates the best education possible for Cranston students.
- Teachers who wish to participate in the exchange program shall observe the following:
 - Written request shall be made to the principal and Superintendent for approval to apply.
 - Written approval by the Superintendent will be considered binding, providing an acceptable exchange replacement is found.
 - In the event the exchange teacher does not fulfill an acceptable teaching standard in the Cranston Public Schools, a vigorous effort will be made to secure a satisfactory full-time substitute to complete the "exchange year." The exchange teacher then will be scheduled in other ways to benefit the educational program.

E. Annual Salary Defined

Compensation for long-term leave under this Article shall also be based upon the basic annual salary, including any increments for advanced study but excluding any compensation for extracurricular or other voluntary activities.

F. The School Committee may grant upon recommendation of the Superintendent a full school year leave of absence - September through June, without compensation to teachers so requesting under the following conditions. Leave will not be denied without cause.

1. A teacher must have completed ten (10) full school years of service in Cranston Public Schools.
2. A teacher must communicate his/her written interest to take leave under this section no later than April 1 of the year prior to the school year for which he/she requests leave.
3. The teacher must give written notice to the Superintendent, by certified mail, no later than February 25 of the year prior to the school year in which he/she intends to return.
4. The teacher may continue his/her health insurance group plan coverage in accordance with Article XIX A (6).
5. The teacher will receive no step increment for salary computation and no longevity credit for the year during which he/she was on leave.
6. A teacher will be eligible for no more than two (2) such leaves under this section during his/her career in the Cranston Public Schools.
7. Leaves under this Article cannot be used for the purpose of taking employment in another educational organization, institution, or agency.

ARTICLE XX SHORT TERM LEAVES OF ABSENCE

A. General Policies

1. All members of the bargaining unit are eligible for short-term leaves of absence.
2. Applications for short term leaves of absence except personal days shall be made to the Assistant Superintendent or his/her designee through the principal.
3. Compensation and deductions under short term leaves of absence shall be at the rate of $1/n$ of the teacher's salary, n being the number of days in the teacher's work year.
4. No short term leave shall be taken prior to confirmation from the appropriate administrator.
5. No teacher will be required to arrange for his/her own substitute.

B. Leaves with Compensation

1. Short Term Military Leave

- a. The Committee may grant upon recommendation of the Superintendent a leave of absence for limited military training to a member of a reserve component of the Armed Forces of the United States.
- b. The length of the leave of absence for limited training will not exceed standards established by federal or state regulations for training activities required for maintaining standing in the reserve component of the Armed Forces.
- c. The Committee agrees to compensate the teachers for up to a maximum of ten (10) school days in any one school year for the difference between the teacher's daily military pay and daily school pay. However, when proof of necessary absence beyond ten (10) days is provided to the Committee; a teacher may be granted up to fifteen (15) days for military leave. Daily military pay shall be defined as all pay and allowances excluding only travel allowances; daily school pay shall be defined as $1/n$ of the teacher's annual pay including all increments (n equals

the number of work days in the current school year). The teacher's salary will be paid for the period of leave at such time as the Committee may determine the amount due which will be computed when official military pay vouchers are submitted by the teacher.

d. In the event the required annual limited training period is extended beyond ten (10) school days or subsequent or emergency call-ups occur, be they state or federal, the employee may be granted leave without pay for any such additional time necessary.

e. In the event the limited training service is requested by the employee but not required by military authorities, the teacher may be granted leave without pay if operating requirements of the school department permit.

f. It is understood that the Committee's obligation under this Article is limited to days of training which must be served by the teacher on days when schools are in session. Teachers must present satisfactory evidence that their military obligation cannot be satisfied in full or in part on days when schools are not in session.

2. Short Term Professional Leave

Short term professional leave may be granted with compensation to attend professional educational activities at the discretion of the Assistant Superintendent or designee.

3. Religious Observance

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

4. Legal Matters

Short term leave for jury duty or for attendance in legal proceedings will be granted to a teacher in actions to which the teacher is a party or witness and which are occasioned by the teacher's employment as a teacher in the Cranston Public Schools provided, however, that the teacher shall be required to remit fees received to the School Department within ten (10) days of receipt of said fees.

Up to three (3) teachers designated by the Alliance shall be relieved of their responsibilities at no loss of pay to participate in arbitration sessions which may be scheduled during the regular school day providing the Alliance so notifies the Superintendent at least two (2) days prior to the session.

5. Personal Reasons

Short term leave for personal reasons, not to exceed two (2) days, may be granted for such matters as conducting business arrangements which teachers cannot conduct at any other time such as after school hours, weekends, vacation periods, holidays, etc. upon request to the appropriate substitute call secretary. No 1/2 personal days may be taken.

a) The total number of teachers on leave will not exceed twenty (20) on any given day.

b) Requests for any personal leave should be given as far in advance as possible and recorded on a form provided by the Administration except in cases of emergency.

c) In the event that the cap has been met and the teacher has a request for a personal day, the Superintendent will have the discretion to grant additional days off.

d) Teachers may accrue and carry-over from one school year to the following school year up to two (2) unused personal leave days. Teachers may not use more than two consecutive personal leave days except with the approval of the Superintendent. This provision shall be effective from the 2008-2009 school year.

6. Any absence based upon recommendations of a School Committee physician intended to minimize the spread of communicable disease may be approved by the Superintendent or designee without penalty to the teacher.

7. Bereavement Leave

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- a. 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 regular teacher may be absent for the period of mourning, including the day of the funeral, not to exceed seven (7) calendar days. The first calendar day shall be the day following the death in the immediate family, unless said death interrupts the school day.
- b. In case of death of a grandfather, a grandmother, a grandson, a granddaughter, a regular teacher may be absent for a period of mourning, including the day of the funeral, not to exceed 3 calendar days.
- c. In case of death of a niece or nephew, a regular teacher may be absent for a period of mourning, including the day of the funeral, not to exceed two (2) calendar days.
- d. In the case of death of relatives by marriage or blood relatives not listed in Paragraph 7-a, b, c, above, teachers will be allowed the day of the funeral without loss of pay.

**ARTICLE XXI
PERSONAL INJURY AND
PERSONAL PROPERTY BENEFITS**

A. Workers compensation benefits shall be provided for members of the unit. Teachers will be allowed to apply a pro-rated portion of their long term sick leave pursuant to Article XVIII (calculated at a rate of ¼ day per day on leave) to supplement their workers compensation payment in an amount equal to the difference between the teacher's regular salary and benefit. The Committee will continue to provide health insurance coverage as provided in Article XXV herein for the period of disability up to a maximum of one year.

B. The Committee will reimburse a teacher for any clothing or other personal property damaged or destroyed in the actual performance of his/her teaching duties, less any recovery for such damages receivable from other sources and provided that the teacher bears no responsibility for such damage or destruction. The Committee shall have the right to refer any claim under this section to an appropriate municipal agency for a final and binding decision.

C. DISABILITY

The Committee will provide a program which will include both disability insurance and a program for disability leave of absence for a period extending up to a maximum of five (5) years, commencing upon the eligibility for disability benefits, to members of the bargaining unit subject to the terms and conditions of the plan as specified by the Agreement between the Cranston School Committee and the Cranston Teachers' Alliance. The Agreement, benefits and procedures are incorporated in the Cranston School Department Long Term Disability program dated July 1, 2005.

**ARTICLE XXII
NON-TEACHING DUTIES**

A. The Committee and the Alliance accept as a goal the most objective utilization of teacher time. To this end, they agree as follows:

1. Except for nurse-teachers, special education teachers, physical education teachers, and other personnel with professional responsibilities directly related to health services, teachers shall not be required to administer eye or ear examinations but may be required to assist in the administration thereof.

2. Except in cases of emergency, elementary teachers shall not be required to perform the following nonprofessional duties; however, they will retain the responsibility in an on-call capacity:
 - a. Supervision of playgrounds and lunchrooms.

3. The following factors will be considered in the assignment of teacher assistants to perform nonprofessional functions:

- a. The optimum utilization of teacher time in the performance of professional functions.
- b. The provision for teachers of a duty-free lunch period.

B. Teachers may not use their own cars to drive pupils in connection with school or school-related activities except upon the express authorization of the principal and upon such terms and conditions as he/she may prescribe.

ARTICLE XXIII SUBSTITUTE TEACHERS

A. After a thirty (30) school day trial period, a substitute teacher holding a position which will be vacant at least ninety (90) school days will be given a regular teacher's contract as of the date of appointment, but said appointment will become effective no later than forty-five (45) days from the first day of substituting, and placed on the appropriate step of the salary schedule.

B. Any contract issued pursuant to the above clause may provide that the contract shall not be enforceable by the substitute teacher in the event of an early return by a regularly employed teacher.

ARTICLE XXIV POSITIONS IN SUMMER SCHOOL, EVENING SCHOOL, UNDER FEDERAL PROGRAMS, AND IN EXTRACURRICULAR ACTIVITIES

A. All openings for summer school and evening school positions will be adequately publicized in each school building by the Superintendent as early as practicable. Teachers who have applied for such positions will be notified of the action taken regarding their applications as early as practicable, and in any case, prior to official Committee appointment to the position. Summer school and evening school openings will be publicized as soon as practicable ordinarily not later than the preceding March 1 and June 1, respectively, and teachers will be notified of the action taken as soon as practicable, ordinarily not later than May 15 and September 15, respectively.

B. Positions in the Cranston summer school and evening school will be filled first by regularly appointed teachers in the Cranston Public Schools insofar as such preferences are consistent with the educational needs of the system.

C. In filling such positions, consideration will be given, but not limited, to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, and length of service in the Cranston Public Schools.

D. Extracurricular positions receiving compensation and part-time positions under federal programs may be filled by qualified personnel within the school in which such activities or programs are carried on.

E. Positions covered by this Article 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 in the Cranston Public Schools shall be given preference. The decision of the Committee, unless arbitrary, capricious, and without basis in fact, will be final.

F. No cancellation, termination, or suspension of employment due to lack of enrollment or decline of enrollment or unavailability of funds shall be grounds for grievance or claim of any kind against the Committee.

ARTICLE XXV INSURANCE

A. The Committee will provide the following individual medical and dental coverage for a teacher or, upon request of the teacher, shall provide family plan coverage for each teacher who is married or has a domestic partner (as defined in attached Appendix G) or has dependent children. To be eligible for such benefit, the teacher and the domestic partner must fill out, execute an affidavit appended to this Agreement as Appendix G and return the same to the District's Human Resource Office. In the event of a change in status in which the non-teacher is no longer a domestic partner, the teacher shall immediately notify the Superintendent of schools or his/her designee and such healthcare coverage shall no longer be provided. Printed application forms must be requested, completed, and returned to the Benefits Office in order to initiate this coverage. The Base Plan for all employees will be those benefits in effect as of the signing of this agreement. The summary of these benefits is appended to this agreement Appendix H. ~~Effective in the beginning of the 2011-2012 school year,~~ The amount of the premium cost-share paid by teachers shall be twenty (20%) percent. Payment under this section shall be subject to Section 125 of the IRS code.

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For the 2014-2015 school year only, the annual cost-share for any teacher that has family coverage, shall be reduced by from \$3704.76 to \$3004.76
For the 2014-2015 school year only, the annual cost-share for any teacher that has individual coverage, shall be reduced by from \$1412.26 to \$1142.26

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B. The inclusive dates of this health insurance coverage shall be subject to the membership regulations of the agency providing the insurance protection.

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C. The Committee shall provide a \$20,000 term life insurance policy for each teacher. Each teacher shall have the option to purchase an additional \$125,000 of 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 Cranston Teachers' Alliance.

Teachers shall be eligible to purchase up to an additional \$125,000 of term life insurance under the terms of the policy listed above after completing a Supplement to Application for Insurance Form. Eligibility to purchase this additional coverage is subject to the approval of the carrier.

D. The Committee shall provide individual or family plan dental insurance. The dental plan for those employees will be those benefits in effect at the signing of this Agreement. The annual maximum dental coverage will be \$1,500 per person and the orthodontic rider lifetime maximum will be \$1,500 per person. ~~Effective at the beginning of the 2011-2012 school year,~~ The amount of the premium cost-share paid by teachers shall be twenty (20%) percent. ~~Effective in the beginning of the 2011-2012 school year,~~ The amount of the premium cost share paid by teachers shall be twenty (20%) percent. Payment under this section shall be subject to Section 125 of the IRS code.

E. The Committee shall provide to all members retiring from the Cranston Public Schools individual PPO coverage and individual dental to age 65. All teachers retiring after September 1, 2009 will be responsible for the percent of premium cost-share in effect at the time of retirement.

1. Teachers must retire and be eligible to collect benefits in order to participate.
2. Eligibility will be deferred for those members eligible for equal or better coverage through another plan and shall be restored if the retiree's coverage under another plan is no longer available.
3. Any teacher hired after the 2001-2002 school year must be employed for at least ten (10) years and must retire from the Cranston Public Schools to be eligible to collect benefits under this clause.
4. A teacher retiring from the Cranston Public Schools shall have the option to continue participating, through monthly contributions in the Blue Cross plan, (or its equivalent) currently in force at the time of his/her retirement, or Plan 65, whichever applies. Such participation shall be subject to the regulations of the insurance carrier. Notification of intent to participate must be given at least three (3) months prior to the effective date of retirement. The cost of this plan will be 102% of the cost of the premium of any plan selected for teachers retiring after September 1, 2005.

- 5. In lieu of a family plan, teachers may purchase an individual plan to cover a spouse. The cost of this plan will be 102% of the cost of the premium of any plan selected for teachers retiring after 9/1/2005.
- 6. When plan changes are made for active teachers, the retiree plan will change accordingly. This provision is effective for all teachers retiring after August 31, 2014.

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F. Effective in the 2011-2012-2014-2015 medical benefits shall be as set forth in Appendix II, school-year; the medical benefits shall conform with Plan 1B adopted by the Board of the Rhode Island Uniform Public School Employees' Healthcare Benefits Program, (\$0 preventative, \$15/\$25/\$35/\$100 Co-pay for OVA/Specialist/Urgi/CR \$5/\$15/\$30 Rx).

Effective January 1, 2016, medical benefits shall be as set forth in Appendix II.1, which shall include a \$500.00 deductible. The administration agrees to reimburse a teacher for 50% of the deductible paid by the teacher, up to a maximum of \$250.00. That reimbursement shall be made within thirty (30) days following the end of the calendar year. For the calendar year 2018, and any subsequent year, teachers shall be solely responsible for payment of the entire deductible.

G. Following consultation with the Alliance, the Committee may change the health care provider. Prior to any change in health care provider, The Committee shall submit such documentation to the Alliance that the plan under consideration provides the benefits as identified in Appendix H and a substantially similar provider network (as amended by the current provider from time to time).

H. Cranston Public Schools will provide an independent Employee Assistance Program for all members of the bargaining unit. An Employee Assistance Program by definition is a formal structured service designed to assist in identifying and resolving productivity and morale problems associated with employees impaired by personal concerns including but not limited to: alcohol and other drug abuse, health, marital, family, financial, legal, emotional, or other personal concerns which may adversely affect employee job performance.

Effective in the 2015-2016 school year the Employee Assistance Program shall be eliminated.

ARTICLE XXVI
PAYROLL DEDUCTION

A. The Committee agrees to deduct from the salaries of bargaining unit member's dues for the Cranston Teachers' Alliance, Local 1704, AFT, plus the individual's financial obligations to affiliated union organizations, and to transmit such deductions to the Cranston Teachers' Alliance, Local 1704, AFT. 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.

B. The Cranston Teachers' Alliance 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. Any teacher who is not a member of the Alliance in good standing shall pay to the Alliance a service charge as contribution toward the collective bargaining procedures involved in securing a contract and the administration of the collective bargaining agreement in an amount equal to the regular dues of the Alliance.

D. The Committee agrees to deduct from the salaries of teachers such sums as each individual teacher authorizes it to deduct through receipt of salary deduction cards signed by the teacher and forwarded to the Committee by any federally insured banking institution.

E. The Committee agrees to deduct from the salaries of teachers such sums as each individual teacher authorizes it to deduct through receipt of salary deduction cards provided by the Alliance and signed by the teacher. These salary deduction cards which shall provide proper indemnification for the Committee shall be forwarded to the

Committee by the Alliance no later than August 15 of any school year. Such deductions may be discontinued only if the teacher notifies the School Committee in writing prior to August 15 for the succeeding school year.

ARTICLE XXVII SALARIES

A. The salaries of all persons covered by this Agreement are set forth in Appendix "A" which is attached hereto and made a part herein.

Advanced Degrees and Appendices B, C & D shall receive an increase commensurate with the percentage increase of the annual salary.

B. The annual salaries of all persons covered by this Agreement shall be paid by the City Treasurer commencing no later than two (2) weeks after the school year begins. Teachers shall be given the option of receiving their annual salary in twenty-one (21) equal installments or twenty-two (22) installments. Teachers electing to receive pay in twenty-two installments shall have their pay calculated on the basis of twenty-six (26) equal payments. The first twenty-one (21) checks shall consist of pay calculated on the basis of twenty-six (26) equal payments. The twenty-second (22nd) check shall consist of the pay equivalent to the last five (5) payments. The final check for those teachers electing to be paid in twenty-two (22) installments in any school year shall be issued prior to June 30th of that year. Teachers shall notify the school administration in writing prior to July 1 of his/her payment option of the following school year. All teachers will receive their pay through direct deposit. The district will payroll advices and W-2 withholding forms via district email system.

The pay checks shall reflect all deductions and shall include information on the usage and remaining balance of sick leave and personal leave.

C. Payment for extracurricular activities shall be made a part of the teacher's bi-weekly salary with equal installments from the time the activity commences through the remainder of the salary year, or at the option of the teacher, will be paid in a lump sum at the completion of the activity in the teacher's next normal payroll check.

D. All salaries and benefits included in this Agreement will be prorated in accordance with the terms of the individual employee's FTE.

E. All deductions are to be equalized over the twenty-one (21) salary installments unless a teacher has elected to receive twenty-two (22) installments as described in section B above.

F. Full or half increments only (advanced degree and longevity) will be paid providing the requests and documentation (letter from college or university) is received in the School Department Personnel Office prior to October 15 and March 1 respectively.

G. Salary Deferral

Any teacher whose effective date of employment is prior to and inclusive of, the opening day of the 1991-1992 school year who continues to remain actively employed by the Cranston Public Schools through the 1991-1992 school year shall be eligible, upon departure from the Cranston Public Schools, for a stipend. The amount of the stipend will be based upon the salary step held by the teacher during the 1991-1992 school year. The amount deferred is listed in Appendix F and is equivalent to the total amount deferred up to a maximum of one thousand five hundred dollars (\$1,500).

1. The teacher, upon resolution of the School Committee with regard to retirement or resignation, shall be given a lump sum payment in a separate check.

2. In the event that an eligible teacher dies while still under the employ of the Cranston Public Schools the stipend shall be paid to the estate of the deceased teacher.

**ARTICLE XXVIII
SALARY CONTINUATION POLICY**

A. The purpose of the salary continuation policy shall be to provide income protection for up to seventeen weeks of personal illness which might interrupt regular pay of full-time regularly appointed employees.

B. Short-term illness is defined as illness which is five or fewer consecutive working days in duration.

1. Teachers may receive up to fifteen (15) days salary for absence due to short term illness or absence due to illness in the immediate family, (father, mother, spouse, son, daughter, domestic partner), or additional persons in the immediate household. No 1/2 ill or 1/2 family ill days may be taken.
2. Medical certificates will not be required.
3. Salary payments under short-term sick leave shall provide 100% of regular pay (including compensation for advanced degrees, service as department head, coaching payments in season, etc.) minus any payments received or receivable from other plans.
4. All members of the negotiating unit are immediately eligible for short-term sick leave; however, in the case of first-year teachers benefits may be withheld unless the teacher has worked at least 30 school days in the Cranston Public Schools.
5. Any request for absence due to family illness under this Article shall be supported by a statement that the teacher can make no other arrangements and must therefore be absent in order to care for the person who is ill.
6. ~~Sick leave days accumulated prior to the 1966-67 school year may be used for short-term sick leave until depleted.~~

C. Long-term illness is defined as extended illness which is six or more consecutive working days in duration.

1. Teachers may receive their salary for up to fifteen weeks per long-term illness.
2. Medical certification on forms supplied by the Administration is required.
3. Salary payments under long-term sick leave shall provide 100% of regular pay (including compensation for advanced degrees, service as department head/program supervisor, ~~coaching payments in season~~, etc.).
4. Benefits under the long-term sick leave shall not commence until five (5) short term sick leave days are used following the onset of the initial illness. ~~for one week after the onset of illness;~~ subject to the following:
 - a) Benefits start on the first day if in-patient hospitalization occurs during the one-week period.
 - b) Unused short-term sick leave may be used for days not otherwise covered.
5. A teacher may return to work from long-term sick leave only upon presenting an acceptable medical report that he/she is able to return to work.
6. Successive absences separated by a return to work shall be presumed to be different illnesses unless medical data indicates the contrary. A teacher will be limited to ~~(+)seventy-five days of long-term sick leave per school year.~~ The exception to this language is if a teacher should present medical documentation that evidences that the teacher is suffering from a catastrophic illness, then that teacher shall be entitled to an additional long-term sick leave up to an additional seventy-five days. For the purposes of this section, catastrophic illness is limited to the following: myocardial infarction, stroke, cancer, organ transplants, progressive neurological illness, physical

traumatic injury, amyotrophic lateral sclerosis, in-patient hospitalized psychiatric illness, or end stage renal failure, or serious traumatic injury.

7. A teacher applying for benefits or returning to work under long-term sick leave may be required to submit to an examination by a physician selected by the Administration.

8. New teachers must have worked 90 school days in the Cranston Public Schools to be eligible for benefits under long-term sick leave.

D. The Alliance agrees that all leaves of absence including short-term sick leave shall be used only for the purposes authorized by this Agreement and that any unauthorized use of leave shall constitute grounds for disciplinary action. The Alliance recognizes the Committee's rights and obligation to make and enforce reasonable rules to ensure that there is no abuse of leave benefits, and the Committee agrees to consult with the Alliance prior to the adoption of such rules.

E. Notwithstanding any language in this Article to the contrary, the Committee has the option of requiring a medical certificate where the absence lasts longer than three (3) days.

ARTICLE XXIX SPECIALISTS

A. The Committee and the Alliance recognize the importance of proper staffing in such special categories as art, music, physical education, counseling, library, resource teaching, speech and hearing, vision, reading, etc.

B. The Committee recognizes the need for providing adequate supplies, equipment and materials in each building to teachers in order to assist them in effective achievement of their responsibilities. In recognition of this need, it is agreed that by March 15 of each year, specialists will be given an opportunity to express their needs to the proper authority.

ARTICLE XXX PERSONAL AND ACADEMIC FREEDOM

A. Teachers will be entitled to full rights of citizenship, and no religious or political activities of any teacher, or the lack thereof, will be grounds for discipline or discrimination with respect to the professional employment of such teacher, providing said activities do not violate any local, state, or federal law, or affect the teacher's responsibilities as an employee of the Cranston Public Schools.

B. Teachers may introduce relevant and appropriate controversial material in their professional employment. When they do so, they should strive to present all sides of the controversial issue.

C. In performing their teaching functions, teachers may express their personal opinions on matters relevant to the course content, provided, however, that when doing so they clearly indicate that they are setting forth personal opinion.

ARTICLE XXXI MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

A. Classroom control and discipline are basic responsibilities of the classroom teacher. However, when in the judgment of the classroom teacher, a student requires the attention of an appropriate specialist or administrator, he/she will so inform the building principal.

B. When, in the judgment of a classroom teacher, a student is by his/ her behavior seriously disrupting the instructional program to the detriment of other students, the teacher may refer him/her to the principal. In such cases the principal will arrange as soon as possible, and under normal circumstances not later than the conclusion of the following school day, a conference among himself/herself, the teacher, and parent or guardian to discuss the problem and to decide upon proper steps for its resolution, and may in his/ her discretion return the pupil to the classroom pending such conference.

C. Physical restraint may be used by a teacher in an extraordinary case of breach of discipline to restrain or correct a disruptive pupil, provided the force used is reasonable under the circumstances. The principal or immediate supervisor will immediately report in writing to the Superintendent any such case reported to him/her, giving in detail the circumstances thereof, and will attach thereto any written statement of the incident submitted to him/her by the teacher in question.

ARTICLE XXXII CURRICULUM

A. Curriculum Development Committee for each subject area shall be formed whose responsibility it shall be to represent the teachers in the process of educational change. The various committees will consist of department heads and/or area supervisors and directors and teacher representatives from both the elementary and secondary level, where applicable, and any other person or persons whom the Superintendent may see fit to appoint to assist them in their work. The purpose of these committees shall be to make recommendations and to formulate proposals for curriculum improvement and development based on discussions, investigations, and evaluations of present curriculum, teaching materials, teaching methods and procedures.

The duties of the Curriculum Committees are as follows:

1. They shall use any time reserved for Committee work not required for other purposes for duties related to Curriculum Committee work.

2. These Committees shall consider all proposals from any source regarding curriculum, teaching methods, aids and materials, educational facilities and any other matter pertaining to the improvement of the educational programs carried on or proposed to be carried on in the Cranston Public Schools.

3. They may participate in the consultations provided in Article X, Paragraph A-3.

4. They will cooperate with the Administration in the implementation of educational revisions which the Curriculum Development Committees consider useful to the students in the Cranston Public Schools.

5. Each of the Committees shall have the right, as the need arises, to set up sub-committees including other staff members not presently involved in the basic committee work.

6. The Committees will issue reports to the Curriculum Advisory Board (CAB) administration and to the President of the Alliance no later than March 1, so that provisions can be made for implementation of their recommendations through the establishment of a summer workshop program.

A. The Curriculum Advisory Board (CAB) functions to review and approve curriculum revised and/or developed by the respective K-12 academic departments/programs across the district. The district's responsibilities to the State, pursuant to the Basic Education Program, Title G, Chapter 13.1, requires the district to have a curriculum review process to assure compliance with this regulation. The process of curriculum approval originates with and draws upon the expertise of qualified educators with input from other stakeholders, culminating at the School

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Committee level. The CAB reviews and approves proposed recommendations that impact the Program of Studies for the district's high schools.

The CAB is comprised of district administrators (e.g. Executive Director of Educational Programs, Director of Literacy) and representatives from each academic program or content area. Examples of these representatives are program supervisors and department heads. Other appropriate educators from a department or program, if any, and their terms of service shall be jointly established by the Superintendent and the CTA President. These representatives provide teacher leadership and guidance on matters related to the content, standards, instruction and programmatic assessment of their department or program. This calendar of service is reviewed annually, and may be modified by majority vote of the CAB. The members of the Board may change due to ending of a term of service, change in staffing, illness or other circumstances.

The CAB meets three times per year (October, January and May) unless the board votes to have additional meetings to complete their work.

ARTICLE XXXIII TAX SHELTERED ANNUITY

Teachers will be eligible to participate in a "tax sheltered" Annuity Plan established pursuant to United States Public Law 87-370 in accordance with procedures mutually acceptable to the Committee and the Alliance.

ARTICLE XXXIV GENERAL

A. There will be no reprisals of any kind taken against any teacher by reason of his/her membership in the Alliance or participation in its activities.

B. Despite references herein to the Committee, the Superintendent, and the Alliance, as such, each reserves the right to act hereunder by committee, or designated representatives except where the Agreement specifically limits this right.

C. At the option of either the Superintendent or the Alliance, and to facilitate communication and cooperation between the parties, the Superintendent and a representative of the Alliance shall meet and consult once a month during the school year on matters of mutual concern. The Alliance shall be consulted on the calendar for each ensuing school year. Any makeup days in excess of these already scheduled shall be scheduled only after consultation with the Alliance.

D. Any provisions in individual contracts for the period of this Agreement which are inconsistent or in conflict with the terms of this Agreement shall be superseded by the terms of this Agreement. Individual teacher contracts shall indicate that they are subject to this Agreement and/ or a successor Agreement if one is negotiated.

E. If any provision of this Agreement is or shall be at any time contrary to law, then such provisions shall not be applicable, or performed, or enforced, except to the extent permitted by law. In the event that any provision of this agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

F. For the duration of this Agreement, (1) this Agreement shall supersede any rules, regulations, or practices of the Committee which shall be contrary to or inconsistent with the terms; and (2) the provisions of this Agreement shall be incorporated into and be considered part of the policies of the Committee.

G. The Committee and the Alliance will share equally the cost of publication of this Agreement.

H. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

1. Alliance building representatives shall be permitted to take up to one (1) hour each week during the regular work day, which would not ordinarily be taken from teaching time, at a time approved by the building principal for the performance of Alliance business. It is expressly understood that said representatives are full-time teachers and that the right to perform Alliance work during the regular workday which is provided for in this clause will be exercised no more frequently and no longer than necessary.

**ARTICLE XXXV
NO STRIKE - NO LOCKOUT**

During the term of this Agreement, the Alliance agrees there shall be no lockouts, 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 Alliance, 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 Alliance, or any of its members and the employees, or between the Alliance or any of its members and the School Department, or between the Alliance or any of its members and others, or between the School Department and others; the School Department agrees not to lock out Alliance 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.

If no agreement is reached under the re-negotiation clause of Article XXXVII, then the just expired collective bargaining agreement shall control the relationship between the parties.

**ARTICLE: XXXVI
FAIR DISMISSAL POLICY**

Notification of intention to suspend or discharge shall be given to the employee in writing and the reasons for discharge or suspension stated therein. Such written notification shall be given to the employee at least fifteen (15) school days prior to the date when said suspension or discharge shall take place. In case of extreme emergency, suspension may be immediate with no prior notice. In cases where a teacher's contract is not going to be renewed for the coming year, the teacher shall be notified before ~~March 1st~~ in accordance with Rhode Island General Law

**ARTICLE XXXVII
DURATION**

The provisions of this Agreement will become effective on September 1, 2014~~4~~, and will continue in full force and effect until August 31, 2013~~7~~.

Cranston School Committee

Cranston Teachers' Alliance

Andrea M. Iannazzi
Chairperson

Lizbeth A. Larkin
President

Date Date

Peter-Nere Judith Lundsten,
Superintendent

Date

APPENDIX A
ANNUAL SALARY

	<u>2011 - 2012</u>	<u>2012-2013</u>
STEP 1	\$38,000	\$38,000
STEP 2	\$40,470	\$40,470
STEP 3	\$43,100	\$43,100
STEP 4	\$45,902	\$45,902
STEP 5	\$48,886	\$48,886
STEP 6	\$52,063	\$52,063
STEP 7	\$55,447	\$55,447
STEP 8	\$59,051	\$59,051
STEP 9	\$62,889	\$62,889
STEP 10	\$66,977	\$66,977
STEP 11	\$71,331	\$71,331
STEP 12	\$73,900	\$73,900

Salary will be increased 0% in 2014-2015, 2% in 2015-2016, and 2% in 2016-2017

ADVANCED DEGREES

	<u>2011-2012</u>	<u>2012-2013</u>
BA+30*	\$1798	\$1798
MA	\$3032	\$3032
MA +30	\$3865	\$3865
CAGS	\$4590	\$4590
PHD	\$5174	\$5174

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*Those hired after September 1, 1989 must get a B+36 in order to be eligible for the stipend.

Any teacher who achieves National Board for Professional Teaching Standards Certification will be eligible for an annual stipend of \$4,000.

For the purpose of calculating advanced degree stipends, the committee recognizes that fifteen (15) approved CEU's is the equivalent of one (1) credit hour.

Longevity Increments
 20 years \$1,164
 25 years \$1,400
 30 years \$1,628

Advanced Degrees and Appendices B, C, D & E shall receive an increase commensurate with the percentage of the annual salary.

APPENDIX B
DEPARTMENT CHAIRS

<u>11-12</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
0-25			\$913			
26-99	\$1488	\$1554	\$1624	\$1687	\$1762	\$1830
100-199	\$1830	\$1917	\$2011	\$2101	\$2191	\$2287
200-299	\$2174	\$2287	\$2403	\$2510	\$2628	\$2740
300+	\$2510	\$2717	\$2787	\$2924	\$3061	\$3199

<u>12-13</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
0-25			\$913			
26-99	\$1488	\$1554	\$1624	\$1687	\$1762	\$1830
100-199	\$1830	\$1917	\$2011	\$2101	\$2191	\$2287
200-299	\$2174	\$2287	\$2403	\$2510	\$2628	\$2740
300+	\$2510	\$2717	\$2787	\$2924	\$3061	\$3199

BAND, ORCHESTRA, DRAMA AND CHORAL DIRECTORS COACHES
HIGH SCHOOL

	<u>2011-2012</u>	<u>2012-2013</u>
STEP 1	\$2124	\$2124
STEP 2	\$2184	\$2184
STEP 3	\$2244	\$2244
STEP 4	\$2305	\$2305
STEP 5	\$2366	\$2366
STEP 6	\$2425	\$2425

MIDDLE SCHOOL

	<u>2011-2012</u>	<u>2012-2013</u>
STEP 1	\$1517	\$1517
STEP 2	\$1578	\$1578
STEP 3	\$1639	\$1639
STEP 4	\$1698	\$1698
STEP 5	\$1760	\$1760
STEP 6	\$1820	\$1820

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APPENDIX C
CITY-WIDE PROGRAM SUPERVISORS

Art	Music
Business	Psychology
Drug Education	Occupational Therapy
English/Language Arts	Science
ESL	Social Studies
Family/Consumer Science	Social Work
Guidance	Speech/Language Therapy
Health/Nursing Services	Technology Education
Mathematics	World Languages

2011-2012	2012-2013
\$5113	\$5113

APPENDIX D

CLASSIFICATION A
SENIOR-HIGH-SCHOOL-HEAD-FOOTBALL-COACH

	<u>STEP-1</u>	<u>STEP-2</u>	<u>STEP-3</u>	<u>STEP-4</u>	<u>STEP-5</u>	<u>STEP-6</u>	<u>STEP-7</u>
2011-12	\$3273	\$3468	\$3653	\$3836	\$4024	\$4210	\$4851
2012-13	\$3273	\$3468	\$3653	\$3836	\$4024	\$4210	\$4851

CLASSIFICATION B
SENIOR-HIGH-SCHOOL
Head-Varsity Coaches of Baseball, Basketball, Cross-Country, Field Hockey, Golf, Hockey, Soccer, Softball, Swimming, Tennis, Track (Indoor/Outdoor), Volleyball, Wrestling, Faculty Manager, Assistant Varsity Coach Football.

	<u>STEP-1</u>	<u>STEP-2</u>	<u>STEP-3</u>	<u>STEP-4</u>	<u>STEP-5</u>	<u>STEP-6</u>	<u>STEP-7</u>
2011-12	\$2608	\$2753	\$2905	\$3059	\$3212	\$3356	\$4229
2012-13	\$2608	\$2753	\$2905	\$3059	\$3212	\$3356	\$4229

CLASSIFICATION C
SENIOR-HIGH-SCHOOL
Assistant/Head-Junior Varsity Football, Assistant/Junior Varsity Baseball, Basketball, Soccer, Softball

	<u>STEP-1</u>	<u>STEP-2</u>	<u>STEP-3</u>	<u>STEP-4</u>	<u>STEP-5</u>	<u>STEP-6</u>	<u>STEP-7</u>
2011-12	\$1684	\$1885	\$1984	\$2086	\$2188	\$2291	\$2810
2012-13	\$1684	\$1885	\$1984	\$2086	\$2188	\$2291	\$2810

CLASSIFICATION D
SENIOR-HIGH-SCHOOL
Assistant/Head-Freshman Football, Assistant/Freshman Baseball, Basketball, Softball, Assistant/Junior Varsity Coaches of Field Hockey, Golf, Track, Swimming, Tennis, Volleyball, Wrestling.

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MIDDLE SCHOOL:

Head coaches: Baseball, Basketball, Cross-Country, Soccer, Softball, Track, and Wrestling.

	<u>STEP-1</u>	<u>STEP-2</u>	<u>STEP-3</u>	<u>STEP-4</u>	<u>STEP-5</u>	<u>STEP-6</u>	<u>STEP-7</u>
2011-12	\$1640	\$1729	\$1820	\$1909	\$1998	\$2086	\$2480
2010-11	\$1640	\$1729	\$1820	\$1909	\$1998	\$2086	\$2480

APPENDIX D-E

Evening School Teachers, Home Tutors, Summer School Teachers, and Professional Development.

2011-12	2012-13
\$30.00	\$30.00

APPENDIX E F
Deferral Payment

Step		Step	
1.	\$ 903	6.	\$1,287
2.	\$ 976	7.	\$1,367
3.	\$1,050	8.	\$1,442
4.	\$1,131	9.	\$1,500
5.	\$1,213	10.	\$1,500

The stipend shall not be extended to teachers, whose effective date of hire is after the opening of school in September, 1991.

APPENDIX E G
Affidavit of Domestic Partnership

The purpose of this Affidavit is to qualify a domestic partner for receipt of any medical coverage and benefits to which a teacher's spouse and/or family members are entitled.

1. We hereby certify that as domestic partners, we have an exclusive mutual commitment similar to marriage and that we meet the following criteria:

- a. We have been each other's domestic partner and have shared a common residence and we have every intention of remaining indefinitely in the relationship.
- b. Neither of us is married to anyone else.
- c. We are jointly responsible for each other's common welfare and basic living expenses.
- d. We are both at least 18 years old and are mentally competent to consent to contract.
- e. We are by law adults and not related by blood closer than would bar marriage in our state of legal residence.
- f. Our domestic relationship is not illegal.

2. We agree to notify the Cranston School Department if the status of this relationship changes – including termination of the relationship or failure to meet any of the above criteria – by filing a Change of Status form no later than 30 days from the date of such change. It is understood that if this domestic partnership is terminated, a subsequent Declaration of Domestic Partnership cannot be filed until the later of 12 months after filing a Change of Status form or 12 months after coverage has been cancelled.

3. I understand that under current tax regulations, the Cranston School System is required by the Internal Revenue Service to report as taxable (imputed) income, the premium value of the company's contribution to the benefit plan related to covering any partner's dependent children.

If your domestic partner and his/her dependent children are considered my "dependents" as defined under Section 152(a)(9) of the Internal Revenue Code, I will need to complete the Tax Certification of Dependence form.

4. We understand that the coverage elected will remain in effect until any of the following occurs: the next plan year in which coverage is changed; termination from the benefit plan due to ineligibility takes place; the domestic partnership is terminated; the death of the enrolled domestic partner; or a change in the eligibility status of my partner's children (if applicable) takes place.

5. We understand that the statements attested to in this Affidavit are true and correct to the best of our knowledge. We understand that we are responsible for reimbursing the Cranston School Committee for any expenses incurred as a result of any knowingly false or misleading statement contained in this Affidavit. It is further understood that a deliberate false statement could result in disciplinary or legal action, including termination of employment at the School System.

Employee Signature

Domestic Partner Signature

Date _____

Date _____

Employee Social Security Number

Domestic Partner Social Security Number

Cranston Teachers' Alliance

Cranston School Committee

Date _____

Date _____

APPENDIX G 11

Benefit/Coverage Summary of Standard PPO Plan
 (More specific benefits/coverages are set forth under the
 Subscriber Agreement in effect during the life of the Contract)

COVERAGE GUIDELINES

50% Cov for OP BHCD for RI or Othr Plans Non-Ntwk PPO Prov; 80% Cov all Othr RI or Othr Plans Non-Ntwk PPO Prov up to an OOP Mx \$3000 1/3 Per Fam Calyr Aggr BT Hosp & SurgMed LOB Excl Pedi/IVF/BH/CD; Cov infertility Treatment

HOSPITAL COVERAGE

- Unlimited Days of Care (includes medical/surgical and Inpatient Mental Health Care)
- Semi Private Room
- Emergency Room Care (no authorization required)
- \$100 Emergency Room Care Co-payment (waived if admitted)

SURGICAL/MEDICAL COVERAGE

- \$25 Chiropractic Visit Co-payment (12 visits)
- Durable Medical Equipment (80% coverage; no dollar maximum)
- Diagnostic Tests, Lab and X-Ray Coverage Including Mammograms & Pap Tests
- Office Visit Coverage
- Inpatient/Outpatient Surgery, Anesthesia Coverage
- Maternity Care
- \$25 Office Visit Co-payment Per Individual Session for Outpatient Behavioral Health/Chemical Dependency
- \$25 Office Visit Co-payment per group session for Outpatient Behavioral Health/Chemical Dependency
- \$15 Primary Care Office Visit Co-payment
- \$25 Office Visit Co-payment for Allergy and Dermatology
- \$35 Office Visit for Urgent Care
- Injectable Prescription Drugs Covered
- 80% Coverage to Major Medical Like Benefits when Packaged with/Preferred Rx Opt 2 Home Infusion, Home Care, Prosthetic, DME, PDN, Cardiac Rehabilitation, Ambulance, Prof Ther, Inj, Oxy, Supplies, Submitted Injectables

PREVENTATIVE CARE

- Mammograms
- Pap Tests
- Well Baby Care -\$15 Co-payment Per Visit, then 100% Coverage Up to Allowance

PRESCRIPTIONS

- \$\$ (generic drugs), \$15 (preferred brand name), and \$30 (non-preferred brand name list that may have generic or brand name alternatives): 34-day supply

MISCELLANEOUS BENEFITS

- Student Coverage to Age 24
- No Lifetime Maximum
- 80% Coverage for Outpatient Labs and X-Rays from a Hospital Non-Network Provider
- Mandatory Organ Transplant Coverage: 100% Coverage for eligible costs associated with kidney, cornea, allogeneic bone marrow, heart, lung, liver, pancreas and small intestine transplants
- Radiation Therapy Services Paid in Full (Non-Network 80% after deductible)
- \$200 Deductible Per Person (3 Per Family Maximum) Per Calendar year for Services Rendered by RI Non-Network Providers or other plans Non-Network PPO Providers
- Managed Benefits Program: Authorization is obtained from providers who participate directly with the

- healthcare carrier; members responsible for obtaining preauthorization when using the health care carrier's PPO providers who do not participate directly with the healthcare carrier or from non-network providers
- Routine Eye Exams: \$25 co-payment -one routine exam per year at network providers (medically necessary exams as needed); reimbursed at the health care carrier's allowance minus a \$25 co-payment at non-participating optometrists/ophthalmologists; 80% after deductible for non-participating routine exams only
- Outpatient Chemical Dependency: limited to 30 hours per member, per calendar year for facility based or office based counseling
- Physical, Speech & Occupational Therapy -Outpatient: 100% coverage after a hospital stay in the outpatient department; 80% coverage in a provider's office
- Private Duty Nursing & Ambulance: 80% coverage
- Municipal Ground Ambulance: reimbursement based on healthcare carrier's allowance and subject to any applicable co-payment, co-ins and/or deductibles; members responsible for balances over the healthcare carrier's allowance when using nonparticipating municipal ambulance companies
- Air and Water Ambulance: reimbursement based on the healthcare carrier's allowance and subject to any applicable co-payment, co-insurance, and/or deductibles; maximum benefit of \$3,000 per occurrence applies; members responsible for ~~any~~ changes exceeding \$3,000 maximum
- Home & Hospice Care: 100% coverage in lieu of hospitalization; included doctor, nurse, home health aide visits and home infusion therapy; Non-network 80% after deductible
- Dependent Coverage; spouse and unmarried children through the year in which they turn age 19 (or age 24 if a student carrying 6 or more credits per semester toward a degree/program)
- Inpatient Chemical Dependency:
 Detox: up to 5 admissions or 30 days in any calendar year, whichever comes first
 Rehab: hospital or community residential care services for chemical Dependency treatment covered up to 30 days in any calendar year
 Outpatient: up to 30 visits per member, per calendar year
 Mental Health: (medication visits are unlimited)



**Blue Cross
Blue Shield**
of Rhode Island HealthMate Coast-to-Coast

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

Coverage Period: 07/01/2014 - 06/30/2015
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 deductible?	For In Network providers \$500 for an individual plan / \$1000 for a family plan. For Out-of-Network providers \$500 for an individual plan / \$1000 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 deductibles 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 out-of-pocket limit 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 out-of-pocket limit?	Premiums, balance-billed charges and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the <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.



Blue Cross Blue Shield of Rhode Island HealthMate Coast-to-Coast

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

Coverage Period: 07/01/2014 - 06/30/2015
Coverage for: See below Plan Type: PPO

<p>Does this plan use a <u>network of providers</u>?</p>	<p>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.</p>	<p>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>.</p>
<p>Do I need a referral to see a <u>specialist</u>?</p>	<p>No. You don't need referral to see a specialist.</p>	<p>You can see the <u>specialist</u> you choose without permission from this plan.</p>
<p>Are there services this plan doesn't cover?</p>	<p>Yes.</p>	<p>Some of the services this plan doesn't cover are listed on page 7. See your policy or plan document for additional information about <u>excluded services</u>.</p>

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.



- **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	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
If you have a test	Diagnostic test (x-ray, blood work)	No Charge	20% coinsurance after deductible	Preauthorization is recommended for certain services

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
<p>If you need drugs to treat your illness or condition.</p> <p>More information about prescription drug coverage is available at www.BCBSRI.com</p>	Imaging (CT/PET scans, MRIs)	No Charge	20% coinsurance after deductible	Preauthorization is recommended
	Tier 1 generally low cost generic drugs	\$7 copay per prescription (retail) \$17.50 copay per prescription (mail-order)	Not covered	No Charge for certain preventive drugs
	Tier 2 generally high cost generic and preferred brand name drugs	\$30 copay per prescription (retail) \$75 copay per prescription (mail-order)	Not covered	Preauthorization is required for certain drugs
<p>Tier 3 non-preferred brand name drugs</p>	Tier 3 non-preferred brand name drugs	\$50 copay per prescription (retail) \$125 copay per prescription (mail-order)	Not covered	Preauthorization is required for certain drugs
	Tier 4 specialty prescription drugs	\$50 copay per prescription (specialty pharmacy only)	50% coinsurance	Preauthorization is required for certain drugs; Infertility drugs: 20% coinsurance
<p>If you have outpatient surgery</p>	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
<p>If you need immediate medical attention</p>	Emergency medical transportation	\$50 copay per trip	\$50 copay per trip	none
	Urgent care	\$50 copay per urgent care center visit	\$50 copay plus 20% coinsurance after deductible per urgent care center visit	Applies to the visit only. If additional services are provided additional out of pocket costs would apply based on services received.

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 hospital stay	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
	Physician/surgeon fee	No Charge after deductible	20% coinsurance after deductible	none
	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
If you have mental health, behavioral health, or substance abuse needs	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	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
	Prenatal and postnatal care	No Charge after deductible	20% coinsurance after deductible	none
If you are pregnant	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	Physical and Occupational therapy preauthorization is recommended after the first 10 visits; Speech Therapy preauthorization is recommended for all visits
	Habilitative services	20% coinsurance after deductible	20% coinsurance after deductible	Physical and Occupational therapy preauthorization is recommended after the first 10 visits; 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.
If your child needs dental or eye care	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.
	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 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
- 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.)

- 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:

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

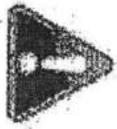
如果需要中文的帮助, 请拨打这个号码 1-800-639-2227.

Dinek'ehgo shika at'ohwol ninisingo, kwijijigo 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 \$6,980
- Patient pays \$560

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	\$500
Copays	\$30
Coinsurance	\$0
Limits or exclusions	\$30
Total	\$560

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

- Amount owed to providers: \$5,400
- Plan pays \$4,160
- Patient pays \$1,240

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	\$500
Copays	\$500
Coinsurance	\$200
Limits or exclusions	\$40
Total	\$1,240

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.

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.



Delta Dental of Rhode Island
 P.O. Box 1517
 Providence, RI 02901-1517

Benefit Information

Group Name: CRANSTON CERTIFIED TEACHERS
Plan Type: National Coverage
Group ID: 5858-0254
Product Name: Delta Dental PPO Plus Premier
Coverage Period: 07/01/2014 - 06/30/2015

Maximums

Below is a summary of all maximums associated with your group and policy.

Annual Maximum	\$1,500.00
Elective Orthodontic Lifetime Maximum	\$1,500.00
Periodontal Maximum	\$400.00
Maximum Lifetime Cap	Unlimited

Max Carry Over	In Network Bonus	Carry Over Limit
\$250.00	\$100.00	\$1,250.00

Benefits Summary

Below is a summary of your group's benefit coverage for services received within the Delta Dental network. To maximize your dental benefits, we encourage you and your employees to visit a participating dentist. Your out-of-pocket costs will be higher when you visit a non-participating dentist.

Please Note: Unless otherwise indicated, the Annual Maximum applies to all services/procedures listed below.

Individual Deductible:	\$0.00
Family Deductible:	\$0.00

P Indicates Pre-Treatment Estimate recommended for this procedure.
D Indicates that a deductible applies for a listed benefit

Procedure	Covered		Frequency/Limitations
	At	Waiting Period	
DIAGNOSTIC			
Oral exam	100%	None	Once per calendar year performed by a general dentist
Bitewing x-rays	100%	None	One set per calendar year
Complete x-ray series or panoramic film	100%	None	Once every 36 months
Single x-rays	100%	None	As required
PREVENTIVE			
Cleaning	100%	None	Twice per calendar year
Fluoride treatment	100%	None	For children under age 19 once per calendar year

Procedure	Covered At	Waiting Period	Frequency/Limitations
Space maintainers	100%	None	Once every 60 months for lost deciduous (baby) teeth
RESTORATIVE			
Amalgam (silver) fillings	100%	None	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.
☐ Crowns over natural teeth, build ups, posts and cores	100%	None	Replacement limited to once every 60 months
Recementing crowns or bridges	100%	None	Once every 60 months
ENDODONTICS			
Root canal therapy	100%	None	
PERIODONTICS			
☐ Root planing and scaling	50%	None	Once per quadrant every 24 months
☐ Osseous (bone) surgery	50%	None	Once per quadrant every 36 months (bone grafts are not covered)
☐ Gingivectomies	50%	None	Once per site every 36 months
☐ Soft tissue grafts	50%	None	Once per site every 60 months
☐ Crown lengthening	50%	None	Once per site every 60 months
Periodontal maintenance following active therapy	50%	None	Two per year
PROSTHODONTICS			
☐ Bridges, build ups, posts and cores, crowns over implants	50%	None	Replacement limited to once every 60 months
☐ Partial and complete dentures	50%	None	Replacement limited to once every 60 months
Repairs to existing partial or complete dentures	100%	None	Once per calendar year
Rebasing or relining of partial or complete dentures	100%	None	Once every 60 months
EXTRACTIONS AND ORAL SURGERY			
Extractions and other routine oral surgery when not covered by a patient's medical plan	100%	None	
ORTHODONTICS			
Braces and related services	50%	None	For dependent children under the age of 19.
ADJUNCTIVE GENERAL SERVICES			

Procedure	Covered At	Waiting Period	Frequency/Limitations
Palliative treatment (minor procedures necessary to relieve acute pain)	100%	None	Twice per calendar year
General anesthesia or intravenous (I.V.) sedation for certain complex surgical procedures	100%	None	

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

To review the list of exclusions and limitations [Click Here](#)

The information listed here reflects our records as of this moment in time. Eligibility is determined by the group and is subject to change. 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. Coverage for benefits with time limitations (e.g. 6, 12, 24, 36 or 60 months) is calculated to the exact day. Benefits will then be available the following day. For example, when a procedure is covered once every 12 months, if the procedure was performed on July 1, 2014, it will not be covered again until July 2, 2015.

CRANSTON PUBLIC SCHOOLS
 COLLECTIVE BARGAINING
 FISCAL IMPACT STATEMENT
 TEACHERS
 2014 - 2017

CATEGORY	(ANNUAL INCREMENTAL BUDGET CHANGES FROM PREVIOUS			
	2014-2015	2015-2016	2016-2017	
SALARY INCREASE	(A)	N/A	1,312,635	1,367,808
COMMON PLANNING TIME (H.S. ONLY)		N/A	169,632	175,104
CERTIFIED PENSION	(B)	N/A	210,153	218,986
MEDICARE TAXES		N/A	21,493	22,372
REDUCTION IN HEALTH CARE PREMIUM	(C)	508,730	N/A	N/A
PLAN DESIGN CHANGES				
DEDUCTIBLE SAVINGS	(D)	N/A	(176,744)	(176,744)
EMPLOYEE REIMBURSEMENT	(D)	N/A	88,372	88,372
TOTAL COST (SAVINGS)		508,730	1,625,541	1,784,270
			SUMMARY	3,918,541

(A) SALARY INCREASE

2014-2015 - 0.0%
 2015-2016 - 2.0%
 2016-2017 - 2.0%

(B) CERTIFIED PENSION

2014-2015 - N/A
 2015-2016 - 16.01%
 2016-2017 - 16.01%

(C) HEALTH CARE PREMIUM REDUCTION

(2014-2015 ONLY)

\$700/FAMILY HEALTH PLAN
 \$270/INDIVIDUAL HEALTH PLAN

(D) PLAN CHANGES

\$500 DEDUCTIBLE PLAN (FAMILY)
 \$250 DEDUCTIBLE PLAN (INDIVIDUAL)

NOTE: DISTRICT WILL REIMBURSE 50 % BACK TO THE EMPLOYEE - MAXIMUM \$250/FAMILY PLAN
 & \$125/INDIVIDUAL PLAN.

(ASSUMPTION - 36 INDIVIDUAL CONTRACTS & 78 FAMILY CONTRACTS REACHING MAXIMUM)

Tentative Agreement

August 29, 2014

Teacher Assistant / Bus Aide Contract

ARTICLE II SELECTION AND APPOINTMENT

- C. Notice of vacancies and/or new positions shall be posted on an available bulletin board in each school for a period of five (5) working days. Any personnel interested in applying for a posted position or vacancy may do so in writing to the Executive Director of Human Resources within the time limits stated in the posting. Each posting shall provide a minimum of five (5) working days for employees to respond. Teacher Assistants/~~Bus Aides~~ will be required to meet state guidelines for qualifications as described under state law (RIGL 16-11.2) for his/her assignment. **Bus Aides will be required to attend the training program described under state law (RIGL 16-11.2) but shall not be required to pass the examination to obtain a Bus Aide position.** Recommendation for appointment to any such position(s) shall be made by the Superintendent or his/her designee based upon the criteria and procedures provided for in Section VII, A.
- D. 1. The Committee shall make available to all eligible members of the bargaining unit training in all aspects of work performed by Teacher Assistants/Bus Aides. Such training shall be on at least a yearly basis or as the need requires. **Mandatory training in CPR/AED/First Aid, restraint training, and technology is required.**
2. Each bargaining unit member shall be provided information on a need-to-know basis related to a student's medical condition or disability so that the employee can fulfill the job requirements of his/her position.
- F. **The CTA and the Administration shall create a committee to review bargaining unit positions and shall develop job descriptions for all existing classifications covered by this Agreement no later than December 1, 2014. The committee shall also develop job descriptions for any newly-created classifications proposed by the Administration. The Committee shall consist of three (3) members appointed by the President of the CTA and three (3) members appointed by the Superintendent. If the Committee does not reach consensus on the job description of any classification, the Administration shall have the authority to adopt a job description. If the need arises during the school year, the Administration may, without consultation with the CTA, develop new job descriptions as long as it does not create a new classification. The current classifications are Special Education Teacher Assistant, Building Teacher Assistant, Literacy Teacher Assistant, ELL Teacher Assistant and Bus Aide.**

**ARTICLE VI
SENIORITY**

- A. Seniority shall be defined as the total length of continuous employment within the Teacher Assistant/Bus Aide Bargaining Unit of the Cranston Teachers' Alliance. Seniority shall be broken when an employee terminates voluntarily or is discharged for cause.

A Teacher Assistant or Bus Aide who leaves the bargaining unit and subsequently returns to the Teacher Assistant / Bus Aide bargaining unit shall be credited with the Teacher Assistant / Bus Aide seniority that she / he had prior to leaving the bargaining unit provided that the employee maintains continuous employment with Cranston Public Schools.

- G. **Discharge or discipline that leads to a deprivation may only be done for just cause.**

**ARTICLE VII
VACANCIES**

- A. All vacancies shall be filled pursuant to the following procedures:

- ~~1. Letters of intent must be sent to the Executive Director of Human Resources within the time limits specified in the posting. Each posting shall provide a minimum of five (5) working days for teacher assistants/bus aides to respond.~~ **Prior to the end of the school year, a job fair will be held for the purpose of job selection and transfer. All teacher assistant/bus aides will be eligible to participate. If, following that job fair prior to the end of the school year, any new positions that become available or any vacancies that occur, then another job fair will take place during the month of August.**
2. All positions shall be filled on the basis of the most senior qualified teacher assistant/bus aide in his/her current classification and number of hours.
3. **The administration may establish specific bona fide qualifications for any posted position in addition to the general qualifications required for the job.**
4. When two or more teacher assistants/bus aides are equally qualified, seniority shall be the determining factor.
- ~~5. Unsuccessful bidders for a position may request a meeting to be held within five (5) school days of the filling of the vacancy in question. At said meeting, the Administration shall provide reasons for the decision made.~~ **If a position is vacated after all the involuntary transfers, voluntary transfers, and returns from leave have been placed and if the position cannot be filled by a teacher assistant/bus aide on layoff, the vacancy shall be filled on a temporary basis until the next job selection.**
8. Qualified bidders from within the Bargaining Unit shall be given preference over all applicants from outside the Bargaining Unit.

9. ~~Teacher Assistants who bid into open LEP position(s) will be required to have proficiency in reading/writing in the language of the open LEP position if such proficiency is a *bona fide* job requirement.~~
- B. ~~All vacancies which occur after the August Jamboree, but before the end of the first semester, shall be posted before the last day of the quarter in which they occurred.~~
- ~~Postings which occur as a result of a selection through the bidding process, at the end of the second quarter, shall be considered vacancies during the second quarter and shall be posted as such.~~
- C. ~~Vacancies that occur after the opening of the school year may be filled at the discretion of the Administration in one of the following ways:~~
1. ~~An employee shall be recalled from the layoff list according to the provisions of Article VI, C 4.~~
 2. ~~A substitute may fill the position in the event that there is no one on the recall list. Should a position be filled by a substitute during the first semester, it shall be posted as a vacancy no later than the end of the quarter in which it occurs.~~
 3. ~~The position may be posted and filled according to Section VII, A above.~~
- D. ~~If the position is to be retained for the following year, and number 1 above was applied to fill the position, the position shall be posted and filled according to the provisions of Section VII, A.~~
6. A Teacher Assistant/Bus Aide cannot bid on or transfer into a school **or on a bus run,** where she/he has children attending **or riding** unless there are no other positions available **and the teacher assistant/bus aide is qualified for the position.**
- E. ~~A Teacher Assistant/Bus Aide cannot bid into a position more than once during the course of a school year (after the "job selection" process in August). This provision will not apply when someone can bid on a position with more hours.~~
7. ~~A~~ **A** Teacher Assistants whose primary responsibility ~~are~~ **is** with an individual student (based upon an IEP or 504 Plan) will have the right to move with the student if the student's placement is reassigned within the school district unless the election of such an option prevents another **qualified** Teacher Assistant from remaining in the building to which the student is being transferred. ~~In the case where a Teacher Assistant has a child in the school that the student is being transferred to,~~ **In the case where a teacher assistant has a child in the school that the student is being transferred to,** Article VII.E **6** will be overridden and the Teacher Assistant will be allowed to follow the student.
9. **A** Teacher Assistants whose primary responsibility is with a specific class which is transferred to another school will, have the right to move with the class unless the election of such an option prevents another Teacher Assistant from remaining in the building to which the class is being transferred.
10. ~~Each job posting at the Jamboree and for all vacancies shall contain information related to the students' medical conditions and/or disabilities so that the employee can determine the specific job requirements of the posted position.~~ **If the Cranston School Department is able to obtain**

written authorization from the parent or guardian of the student, then the student's medical condition and/or disabilities shall be set forth in the job posting.

- 11 Notice of any involuntary transfer will be given to the teacher assistant/bus aide five (5) days before the end of school as well as the August Job Fair.

ARTICLE IX VACATIONS AND HOLIDAYS

- A. All persons covered by this Agreement shall observe school closings as indicated in the school calendar without compensation.
- B. An employee hired within a school year and having worked ninety-one (91) days or more, but less than one (1) full year, shall be entitled to one (1) week of paid vacation.
- C. All employees covered by this Agreement will be considered to have earned two (2) weeks of paid vacation after having completed one (1) full school year of service. Such vacation will be taken in the second and succeeding years of service up to five (5) full school years.
- D. All employees covered by this Agreement will be considered to have earned three (3) weeks of paid vacation after having completed five (5) full school years of service with the Cranston Public Schools and in this Bargaining Unit. All employees in positions that require the employee to work at least 230 days per school year shall earn a fourth week of paid vacation after having completed ten (10) full school years of service. Such vacation will be taken in the sixth and eleventh (if applicable) full school year and all succeeding years thereafter.
- E. No partial or prorated vacation may be earned, only the full two (2), three (3) or four (4) weeks as specified above.
- F. Vacation periods may be taken only during school recess periods normally falling during the Christmas Season and the February and April school vacation periods. The fourth week if applicable will be taken during the summer recess period.
- G. ~~All Teacher Assistant/Bus Aides are entitled to the following paid holidays:~~

~~Labor Day
Columbus Day
Election Days (on which all
—schools are closed)
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
New Year's Day
Jewish Holy Days (Only when
—listed as Holiday on the School Calendar)
Martin Luther King Day
Presidents' Day~~

Good Friday
 Memorial Day
 July 4th (for those who work)
 Victory Day (for those who work)

- H. Vacations ~~and Holidays~~ shall be available only as specified in A. through G. above. All unwritten and/or non-negotiated arrangements are heretofore declared null and void.
- ~~I. All employees must work the day before and the day after a holiday to receive the paid holiday.~~
- J. At the discretion of the Alliance, representatives of the Teacher Assistant/Bus Aide unit shall be granted a total of fifteen (15) school days per year for the purpose of engaging in local, state and national organization activities without loss of pay, provided the Alliance pay the cost of substitutes used to cover for such representatives. Additional days under this Article may be taken with loss of compensation to Alliance representatives, with the Committee assuming the cost of substitutes.

ARTICLE X LEAVES OF ABSENCE

- A. All employees covered by this Agreement may receive up to fifteen (15) days sick leave per year. **Beginning in the 2014 – 2015 school year, employees will be credited with five (5) days of sick leave on the first day of work. Employees will subsequently earn one (1) day of sick leave per month for ten (10) months. In the following school years, sick days will be earned at the rate of one and one half (1.5) days per month for ten (10) months.**

Employees shall not earn sick leave in any month in which the employee was absent on sick leave for more than fifteen percent (15%) of the scheduled work days in the month.

1. Sick leave shall be granted for the following reasons only:
- a. Personal illness or physical incapacity to such an extent as to render a person thereby unable to perform the duties of his/her position or absence due to illness in the immediate family (father, mother, son, daughter, spouse, **domestic partner** or other persons in the immediate household who are blood relatives of either spouse or who are under legal guardianship of the employee), that requires the employee to care for the person who is ill. Requests for absence due to family illness under the provision of this section shall be supported by a statement that the employee can make no other arrangements.
 - b. Enforced quarantine when established and declared by the Department of Health or other competent authority for the period of such quarantine only.
- B 1. As of December 20, 2010 unused sick leave may no longer be accumulated by Teacher Assistants/Bus Aides **except as provided in paragraph B(5) below. However, in no event shall sick days accumulated after December 20, 2010 be paid out upon the employee leaving the Cranston Public School System.** The following provision shall apply to those accumulated unused sick days prior to December 20, 2010.

2. Upon leaving the Cranston Public School system the Teacher Assistant/Bus Aides shall be entitled to severance pay based upon the following:
 - a. Union members who have worked for Cranston Public Schools for ten- (10) years or more, upon retiring, shall receive compensation for sick days they have accumulated at a rate of \$20.00 per day for the total number of sick days accumulated.
 - b. Union members who have worked for Cranston Public Schools for twenty (20) years or more and have accumulated a minimum of 100 days, upon retiring, shall receive compensation for sick days they have accumulated at a rate of \$50.00 per day for the total number of days accumulated.
 - c. Payment for unused sick leave shall be ~~made by separate check during the pay period next following the Teacher Assistants/Bus Aides~~ **included in the** final check.
 3. Teacher Assistants/Bus Aides with perfect annual attendance (used no sick leave) ~~may exercise the option of receiving two (2) days pay~~ **shall receive five hundred dollars (\$500) included in the final check.**
 4. Employees covered by this agreement may utilize up to two (2) unused and accrued sick leave days per year if she/he is absent from work during the summer for reasons permitted under Article X, Section A.
 5. **Effective at the beginning of the 2014-2015 school year, bargaining unit members shall carry-over up to five (5) days of unused accumulated sick leave from the prior school year, up to a maximum of twenty-five (25) days.**
 6. **Sick leave shall not be used in half-day increments. Bus Aides shall continue to be able to discharge sick leave in one quarter (1/4) day increments when absent from a kindergarten bus run.**
- C Employees covered under this Agreement may request unpaid sick leave under the following conditions:
2. Written request for unpaid leave may be made to the Superintendent of Schools when all previously accrued sick leaves has been exhausted.
 3. Written request must indicate the nature of the illness and the approximate date of return.
 4. Request must be accompanied by a physician's statement substantiating the nature of the illness, the approximate date of return and the necessity for the unpaid leave.
 5. Employees not able to return to full-time Teacher Assistant/Bus Aide duties within one (1) year from the effective date of the leave shall be considered to have terminated.
 6. Prior to return to full-time duty, the employee must submit to the Human Resources Office a physician's statement that he/she is able to fulfill all of the duties of the Teacher Assistant/Bus Aide position.
 7. Upon return, the Teacher Assistant/Bus Aide will be assigned to at least a position comparable to the position prior to the commencement of the leave.

8. If the anticipated absence does not exceed two (2) calendar months, the position will be filled by a substitute. Upon return the Teacher Assistant/Bus Aide shall reassume his/her position. If the anticipated absence exceeds two (2) calendar months, upon return the Teacher Assistant/Bus Aide will be assigned to at least a position comparable to the position held prior to the commencement of the leave.
 9. Leaves of absence under this Article may be granted by the School Committee upon the recommendation of the Superintendent. Such leave shall become effective upon official action of the Cranston School Committee.
 10. Employees on leave under this Article will accrue no vacation privileges or longevity while on leave.
- D. All employees shall be eligible for a leave of absence for a minimum of thirty (30) days or a maximum of the remainder of the school year in which the leave is taken in the event that a member of his/her immediate family (mother, father, spouse, son or daughter natural or adopted, mother-in law or father-in-law) is ill and requires his/her attendance. Medical certification is required upon request. This leave shall be without compensation. An employee shall not be eligible to return to a vacant position before the expiration date of the leave.
 - E. A medical certificate may be required when the absence of an employee, due to personal illness, exceeds three (3) work days. The medical certificate will require the nature of the illness, next scheduled evaluation and/or return date.
 - F. Unpaid parental leave up to eighteen (18) month will be granted upon request; such request must include the approximate date of return. The Teacher Assistant/Bus Aides may work until, and return as soon as his/her doctor permits, providing such Teacher Assistant/Bus Aide is capable of performing his/her regular responsibilities on a permanent basis. The Teacher Assistant/Bus Aide must notify the Executive Director of Human Resources in writing of his/her intention to leave and to return at least sixty (60) days prior to the respective dates. Return from parental leave will be allowed only at the beginning of the school year or at the beginning of the third (3rd) quarter, whichever follows the expiration of the leave.
 - G. Paid leave shall be granted to employees whose religious obligations require attendance at services held during the school day – not to exceed two (2) days per year. Notification must be given at least one (1) school day prior to taking this leave or pay will be deducted.

ARTICLE XIV – SALARIES

C. All teacher assistants and bus aides will receive their pay through direct deposit. The District will send payroll advices and W-2 withholding forms via the District e-mail system.

ARTICLE XV
SHORT TERM LEAVE

A. Bereavement

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 regularly appointed teacher assistant/ bus aide maybe absent for the period of mourning, including the day of the funeral, not to exceed seven (7) calendar days total. The first calendar day shall be the day following the death in the immediate family, unless said death interrupts the school day.

2. In the case of death of a grandfather, grandmother, grandson, granddaughter, a regularly appointed teacher assistant/ bus aide maybe absent for the period of mourning, including the day of the funeral, not to exceed three (3) calendar days total.

3. In the case of death of a niece or nephew, a regularly appointed teacher assistant/ bus aide maybe absent for the period of mourning, including the day of the funeral, not to exceed two (2) calendar days total.

4. In the case of death of relatives by marriage or blood marriages not listed above, a regularly appointed teacher assistant/ bus aide will be allowed the day of the funeral without loss of pay.

4. B Personal Leave

Short term leave for personal reasons, not to exceed two (2) days will be granted for such matters as conducting business arrangements which Teacher Assistants/Bus Aides cannot conduct at any other time such as after school hours, weekends, vacation periods, holidays, etc. upon request to the appropriate substitute call secretary. No half personal days may be taken.

a. The total number of teacher assistants or bus aides on leave will not exceed five (5) on any given day. The total number of bus aides on leave will not exceed one (1) on any given day.

b. Requests for any personal leave should be given as far in advance as possible and recorded on a form provided by the administration except in cases of emergency.

c. In the event that the cap has been met and the teacher assistant or bus aide has a request for a personal day the Superintendent will have the discretion to grant additional days off.

d. Teacher Assistant / Bus Aides may accrue and carry-over from one school year to the following school year up to two (2) unused personal leave days. Teacher Assistant / Bus Aides may not use more than two consecutive personal leave days except with the approval of the Superintendent.

B C Leave Without Compensation

1. Any member of the Bargaining Unit may request up to four (4) school days of leave of absence in

any school year without compensation. The Executive Director of Human Resources shall not unreasonably deny said request. Said request must be made in writing to the Executive Director of Human Resources no less than ten (10) school days prior to the requested leave. ~~The total number of teacher assistants/bus aides on leave will not exceed five (5) on any given day.~~ **The total number of teacher assistants on leave will not exceed five (5) on any given day. The total number of bus aides on leave will not exceed one (1) on any given day.**

2. In the event that the cap has been met and the teacher assistant/bus aide has a request for leave without compensation, the Superintendent will have the discretion to grant additional days off.

ARTICLE XI INSURANCE

- A. The Committee will provide the following individual medical and dental coverage for a teacher assistant/bus aide or, upon request of the teacher assistant/bus aide, shall provide family plan coverage for each teacher assistant/bus aide who is married or has a domestic partner (as defined in attached Appendix B) or has dependent children. To be eligible for such benefit, the teacher assistant/bus aide and the domestic partner must fill out, execute an affidavit appended to this Agreement as Appendix B and return the same to the District's Human Resource Office. In the event of a change in status in which the non-employee is no longer a domestic partner, the teacher assistant/bus aide shall immediately notify the Superintendent of schools or his/her designee and such healthcare coverage shall no longer be provided. Printed application forms must be requested, completed, and returned to the Benefits Office in order to initiate this coverage. The Base Plan for all employees will be those benefits in effect as of the signing of this agreement. The summary of these benefits is appended to this agreement Appendix C. ~~Effective on December 20, 2010, the amount of premium cost share paid by teacher assistants/bus aides shall be ten (10%) percent. Effective in the beginning of the 2010-2011 school year, the amount of the premium cost share paid by teacher assistants/bus aides shall be twelve (12%) percent. Effective in the beginning of the 2012-2013~~ **2014-2015** school year, the amount of the premium cost-share paid by teacher assistants/bus aides shall be ~~fifteen (15%)~~ **eighteen (18%)** percent. **Effective in the beginning of the 2016-2017 school year, the amount of the premium cost-share paid by teacher assistants/bus aides shall be twenty (20%) percent.** Payment under this section shall be subject to Section 125 of the IRS code.
- B. Those Teacher Assistants working less than six (6) hours per day shall be afforded the above benefits on a prorated basis. Those Teacher Assistants accepting pro-rated benefits will be assessed their pro-rated expense or they may choose to waive the benefits herein specified. Teacher Assistants who elect to receive benefits and are required to pay a pro-rated contribution for those benefits are exempt from paying an additional premium cost-share.
- A. The Committee shall provide to all members retiring from the Cranston Public Schools individual PPO coverage and individual dental to age 65. All teachers retiring after September 1, 2009 will be responsible for the percent of premium cost-share in effect at the time of retirement.
- B. The Committee shall provide individual or family plan dental insurance. The dental plan for those employees will be those benefits in effect at the signing of this Agreement. The annual maximum dental coverage will be \$1,500 per person and the orthodontic rider lifetime maximum will be

\$1,500 per person. ~~Effective at the beginning of the December 20, 2010, the amount of the premium cost share paid by teachers shall be ten (10%) percent. Effective in the beginning of the 2011-2012 school year, the amount of the premium cost share paid by teacher assistants/bus aides shall be twelve (12%) percent. Effective in the beginning of the 2012-2013~~ **2014-2015** school year, the amount of the premium cost share paid by teacher assistants/bus aides shall be ~~fifteen (15%)~~ **eighteen (18%)** percent. **Effective in the beginning of the 2016-2017 school year, the amount of the premium cost share paid by teacher assistants/bus aides shall be twenty (20%) percent.** Payment under this section shall be subject to Section 125 of the IRS code.

- C. A Teacher Assistant/Bus Aide retiring from Cranston Public Schools shall have the option to continue participating, through monthly contributions, health and dental coverage for seven (7) years from the date of retirement. Notification of intent to participate must be given at least three (3) months prior to the effective date of retirement.
- D. The Cranston School Committee shall also provide to all members:
1. A \$20,000 Term Life Insurance Policy.
 2. ~~Longevity Increments as follows:~~
 1. ~~An increment of \$450 after having completed ten (10) years of continuous service with the Cranston Public Schools as a Teacher Assistant/Bus Aide.~~
 2. ~~An increment of \$550 after having completed fifteen (15) years of continuous service with the Cranston Public Schools as a Teacher Assistant/Bus Aide.~~
 3. ~~An increment of \$650 after having completed twenty (20) years of continuous service with the Cranston Public Schools as a Teacher Assistant/Bus Aide.~~
 4. ~~The increment shall be included in the first paycheck in October of the salary year following the completion of ten (10), fifteen (15), or twenty (20) continuous years of service as defined above and annually thereafter.~~
- E. The Cranston Public Schools will provide an Independent Employee Assistance Program for all members of the bargaining unit. An Employee Assistance Program by definition is a formal structured service designed to assist in identifying and resolving productivity and moral problems associated with employees impaired by personal concerns including but not limited to: alcohol and other drug abuse, health, marital, family, financial, legal, and emotional or other personal concerns which may adversely affect the employees' job performance. **Effective in the 2015-2016 school year, the Employee Assistance Program shall be eliminated.**

ARTICLE XII
GENERAL

- E. Teacher Assistants and Bus Aides will be required to wear school-issued identification badges during the work day as well as during any paid assignments (i.e. extracurricular activities, summer school, after-school activities, etc). Temporary identification badges will be available on site in the event a Teacher Assistant / Bus Aide does not have their school-issued identification badge upon their arrival at work.

A pilot of the security access program which utilizes the ID badge will begin in the year 2014-2015 at Cranston High School East and the Briggs Building. After reviewing the results of the implementation, the Administration may expand the program to other buildings in the District.

ARTICLE XVII
PROFESSIONAL DEVELOPMENT

A professional development program will be provided through a ~~Professional Development Institute~~ the Professional Academy for Cranston Educators developed between the Cranston Teachers' Alliance and the Cranston Public Schools. ~~Teacher Assistants/Bus Aides will be required to participate on an annual basis for eight (8) hours.~~ will be compensated for their participation in professional development up to a maximum of eight (8) hours. These hours shall be outside the regular school day. Teacher Assistants/Bus Aides attending professional development sessions will be compensated under Appendix A of the Master Agreement. Payment for all professional development shall be in the pay period following completion of each training.

Teacher Assistant / Bus Aide

step	current	2014-2015	2015-2016	2016-2017
1.	\$11.91	\$14.00	\$14.25	\$14.60
2.	\$12.28	\$14.37	\$14.62	\$14.97
3.	\$12.69	\$14.78	\$15.03	\$15.38
4.	\$13.35	\$15.44	\$15.69	\$16.04
5.	\$13.57	\$15.66	\$15.91	\$16.26
6.	\$13.94	\$16.03	\$16.28	\$16.63
7.	\$14.39	\$16.48	\$16.73	\$17.08
8.	\$14.80	\$16.89	\$17.14	\$17.49
9.	\$15.09	\$17.18	\$17.43	\$17.78
10.	\$15.39	\$17.48	\$17.73	\$18.08

CRANSTON PUBLIC SCHOOLS
 COLLECTIVE BARGAINING
 FISCAL IMPACT STATEMENT
 TEACHER ASSISTANTS AND BUS AIDES
 2014 - 2017

CATEGORY		(ANNUAL INCREMENTAL BUDGET CHANGES FROM PREVIOUS YEAR)		
		2014-2015	2015-2016	2016-2017
SALARY INCREASE with steps	(A)	232,803	58,399	74,216
FICA TAXES (6.2%)		14,434	3,621	4,601
MEDICARE TAXES (1.45%)		3,376	847	1,076
NON CERTIFIED PENSION (11.26%)		26,214	6,576	8,357
INCREASE IN COST-SHARING	(B)	(77,546)	(13,959)	(69,222)
EAP ELIMINATION		0	(2,584)	(2,584)
NET COST (SAVINGS)		<u>199,280</u>	<u>52,899</u>	<u>16,444</u>
			SUMMARY	<u>268,623</u>

ASSUMPTIONS

(A) SALARY

2014-2015 - \$2.09

2015-2016 - \$0.25

2016-2017 - \$0.35

(B) INCREASE IN COST SHARING

2014-2015 - COST SHARE 18%

2015-2016 - COST SHARE 18%; 3% YEARLY INCREASE IN HEALTH AND DENTAL

2016-2017 - COST SHARE 20%; 3% YEARLY INCREASE IN HEALTH AND DENTAL

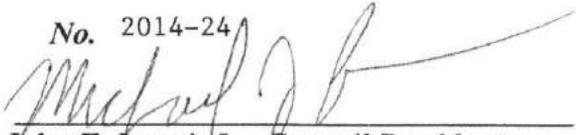
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THE CITY OF CRANSTON

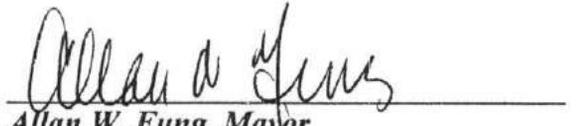
ORDINANCE OF THE CITY COUNCIL
RATIFYING SCHOOL COMMITTEE'S COLLECTIVE BARGAINING
AGREEMENT WITH THE CRANSTON TEACHERS' ALLIANCE, LOCAL
1704, AFT
(TECHNICAL ASSISTANTS UNIT - FISCAL YEARS 2014 - 2017)

Passed:
October 27, 2014

No. 2014-24


John E. Lanni, Jr., Council President

Approved:
November 3, 2014



Allan W. Fung, Mayor

It is ordained by the City Council of the City of Cranston as follows:

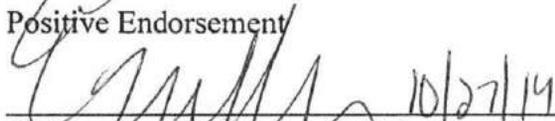
Section 1. The Cranston School Committee having bargained collectively with the Cranston Teachers' Alliance Local 1704 AFT, which is the certified bargaining representative of **Technical Assistants Unit** as set forth in the attached contract;

Section 2. The School Committee in accordance with Section 11.01.2 of the Cranston Home Rule Charter posted and made public on September 5, 2014, a copy of the proposed contract at least 72 hours notice prior to the public hearing on September 10, 2014 at which time the School Committee voted to approve the attached agreement.

Section 3. That the agreement in writing between the School Committee and the Cranston Teachers' Alliance Local 1704 AFT, copy of which is attached hereto and made a part here of, is hereby ratified, confirmed and approved by the City Council.

Section 4. Any additional agreements, letters of understanding, contract addendums or modifications during the life of this collective bargaining agreement between the parties must be ratified by the City Council and comply with Charter sec. 11.02.1

Section 5. This Ordinance shall take effect upon its final adoption.

Positive Endorsement	Negative Endorsement (attach reasons)
 10/27/14	_____
Christopher M. Rawson, Solicitor	Date Christopher M. Rawson, Solicitor Date

Introduced pursuant to: Charter Sec. 11.02.1
Referred to Finance Committee October 16, 2014

Technical Assistant Contract

Article V – Selection and Appointment

- D. The Committee shall make available to all eligible members of the bargaining unit training in all aspects of work performed by Technical Assistants. Such training shall be on at least a yearly basis or as the need requires. Mandatory training in CPR/AED/First Aid, restraint training, and technology is required.
- E. The CTA and the Administration shall create a committee to review bargaining unit positions and shall develop job descriptions for all existing classifications covered by this Agreement no later than December 1, 2014. The committee shall also develop job descriptions for any newly-created classifications proposed by the Administration. The Committee shall consist of three (3) members appointed by the President of the CTA and three (3) members appointed by the Superintendent. If the Committee does not reach consensus on the job description of any classification, the Administration shall have the authority to adopt a job description. If the need arises during the school year, the Administration may, without consultation from the CTA, develop new job descriptions as long as it does not create a new job classification.

Article VIII – Seniority

- A. Seniority shall be defined as the total length of continuous employment with the Technical Assistant Bargaining Unit of the Cranston Teachers' Alliance. Seniority shall be broken when an employee terminates voluntarily or is discharged for cause.

A Technical Assistant who leaves the bargaining unit and subsequently returns to the Technical Assistant bargaining unit shall be credited with the Technical Assistant seniority that she / he had prior to leaving the bargaining unit provided that the employee maintains continuous employment with Cranston Public Schools.

- F. ~~No Technical Assistant will be terminated without just cause~~

Discharge or discipline that leads to a deprivation may only be done for just cause.

Article IX – Vacancies

- A. ~~All vacancies shall be filled pursuant to the following procedures:~~
- ~~1) Applications must be made to the Chief Operating Officer within the time limits specified in the posting. Each posting shall provide a minimum of five (5) working days for applicants to respond. Technical Assistants will be required to meet state guidelines for qualifications as described under state law (RIGL 16-11.2) for his/her assignment.~~

- ~~B. Any vacancies shall be posted prior to the end of the quarter in which it occurs. The Committee reserves the right to fill or not fill a vacancy.~~
- ~~1) All vacancies shall be filled within thirty (30) days of the closing of the posting or be re-posted, subject to the Committee's right to fill or not fill the vacancy.~~
- ~~C. Prior to any additional position being created in an area already existing, a mechanism for dealing with seniority must be negotiated with the Alliance.~~

A All vacancies shall be filled pursuant to the following procedures:

1. Prior to the end of the school year, a job fair will be held for the purpose of job selection and transfer. All technical assistants will be eligible to participate. If, following that job fair prior to the end of the school year, any new positions that become available or any vacancies that occur, then another job fair will take place during the month of August.
2. All positions shall be filled on the basis of the most senior qualified technical assistant in his/her current classification and number of hours.
3. The administration may establish specific bona fide qualifications for any posted position in addition to the general qualifications required for the job.
4. When two or more technical assistants are equally qualified, seniority shall be the determining factor.
5. If a position is vacated after all the involuntary transfers, voluntary transfers, and returns from leave have been placed and if the position cannot be filled by a technical assistant on layoff, the vacancy shall be filled on a temporary basis until the next job selection.
6. A Technical Assistant cannot bid on or transfer into a school where she/he has children attending unless there are no other positions available and the technical assistant is qualified for the position.
7. A Technical Assistant whose primary responsibility is with an individual student (based upon an IEP or 504 Plan) will have the right to move with the student if the student's placement is reassigned within the school district unless the election of such an option prevents another qualified Technical Assistant from remaining in the building to which the student is being transferred. In the case where a Technical Assistant has a child in the school that the student is being transferred. In the case where a technical assistant has a child in the school that the student is being transferred to, Article IX 6 will be overridden and the Technical Assistant will be allowed to follow the student.
8. Qualified bidders from within the Bargaining Unit shall be given preference over all applicants from outside the Bargaining Unit.
9. A Technical Assistants whose primary responsibility is with a specific class which is transferred to another school will, have the right to move with the class unless the election of such an option prevents another Technical Assistant from remaining in the building to which the class is being transferred.

10. If the Cranston School Department is able to obtain written authorization from the parent or guardian of the student, then the student's medical condition and/or disabilities shall be set forth in the job posting.
11. Notice of any involuntary transfer will be given to the technical assistant five (5) days before the end of school as well as the August Job Fair.

Article X – Work Schedules

- C. The lunch period will be one of the ~~four~~ scheduled lunch periods. The lunch break will be uninterrupted and shall be considered a part of the regularly assigned work day.
- D. ~~The length of the work day of Technical Assistants shall be fixed as posted for all positions and shall coincide within ten minutes of the commencement and/or conclusion of the workday of the teacher to who they are assigned unless otherwise stipulated in this agreement.~~

Article XI – Vacations & Holidays

- A. All persons covered by this Agreement shall observe school closings as indicated in the school calendar without compensation.
- B. An employee hired within a school year and having worked ninety-one (91) days or more prior to April vacation but less than one (1) full year shall be entitled to one (1) week of paid vacation. Said vacation must be taken during the April recess in the school year in which they were hired.
- C. The Technical Assistant shall be entitled to two (2) weeks vacation when one (1) year of continuous service has been completed. After five (5) years of continuous service all employees covered by this Agreement will be considered to have earned three (3) weeks of paid vacation. Such vacation will be taken in the sixth (6th) full school year and all succeeding years thereafter.
- D. Vacation must be taken during school recesses.
- E. ~~All Technical Assistants are entitled to the following paid holidays:~~

~~Labor Day _____~~
~~Columbus Day _____~~
~~Election Days (on which all schools are closed)~~
~~Martin Luther King Day~~
~~Thanksgiving Day _____~~
~~Day after Thanksgiving~~
~~Jewish Holy Days (only when listed as Holiday on the School Calendar)~~
~~Memorial Day~~
~~July 4th (for those who work)~~
~~Victory Day (for those who work)~~
~~Christmas Day~~
~~New Year's Day~~
~~Presidents' Day~~
~~Good Friday~~

- F. ~~All employees must work the day before and the day after the holiday to receive the paid holiday.~~
- E. At the discretion of the Alliance, representative of the Technical Assistants unit shall be granted a total of three (3) school days per year for the purpose of engaging in local, state and national organization activities without loss of pay, provided the Alliance pay the cost of substitutes used to cover for such representatives. Additional days under this Article may be taken with loss of compensation to Alliance representative, with the Committee assuming the cost of substitutes.

Article XII – Leaves of Absence

- A. All employees covered by this Agreement may receive up to fifteen (15) days sick leave per year. During the first year of employment, sick days will be earned at the rate of 1.5 days per month. **Beginning in the 2014 – 2015 school year, employees will be credited with five (5) days of sick leave on the first day of work. Employees will subsequently earn one (1) day of sick leave per month for ten (10) months. In the following school years, sick days will be earned at the rate of one and one half (1.5) days per month for ten (10) months.**

Employees shall not earn sick leave in any month in which the employee was absent on sick leave for more than fifteen percent (15%) of the scheduled work days in the month.

1. Sick leave shall be granted for the following reasons only:

a) Personal illness or physical incapacity to such an extent as to render a person thereby unable to perform the duties of his/her position or absence due to illness in the immediate family (father, mother, son, daughter, spouse, **domestic partner** or other persons in the immediate household who are blood relatives of either spouse or who are under legal guardianship of the employee), that requires the employee to care for the person who is ill. Requests for absence due to family illness under the provision of this section shall be supported by a statement that the employee can make no other arrangements.

b) Enforced quarantine when established and declared by the Department of Health or other competent authority for the period of such quarantine only.

2. a) As of December 20, 2010 unused sick leave may no longer be accumulated by Technical Assistants **except as provided in paragraph 3 below. However, in no event shall sick days accumulated after December 20, 2010 be paid out upon the employee leaving the Cranston Public School System.** The following provision shall apply to those accumulated unused sick days prior to December 20, 2010.

b) Union members who have worked for Cranston Public Schools for ten (10) years or more, upon retiring, shall receive compensation for sick days they have accumulated at a rate of \$20.00 per day for the total number of sick days accumulated.

c) Union members who have worked for Cranston Public Schools for twenty (20) years or more and have accumulated a minimum of 100 days, upon retiring shall receive

compensation for sick days they have accumulated at a rate of \$50.00 per day for the total number of days accumulated.

d) Payment for unused sick leave shall be ~~made by separate check during the pay period next following the Technical Assistants~~ **included in the** final check.

3. **Effective at the beginning of the 2014-2015 school year, bargaining unit members shall carry-over up to five (5) days of accumulated unused sick leave from the prior school year, up to a maximum of twenty-five (25) days.**
4. **Sick leave shall not be used in half-day increments.**

~~3 5.~~ Technical Assistants with perfect annual attendance (used no sick leave) ~~may exercise the option of receiving two (2) days' pay~~ **shall receive five hundred dollars (\$500) included in the final check.**

~~4 6.~~ Employees covered by this agreement may utilize up to two (2) unused and accrued sick leave days per year if she\he is absent from work during the summer for reasons permitted under Article XII A.1.

~~3.~~ Sick leave shall be granted for personal illness or physical incapacity to such an extent as to render a person thereby unable to perform the duties of his/her position.

B. Employees covered under this agreement may request unpaid Sick Leave under the following conditions:

- 1) Written request for unpaid leave may be made to the superintendent of Schools when all previously accrued sick leave has been exhausted.
- 2) Written request must indicate the nature of the illness and the approximate date of return.
- 3) Request must be accompanied by a physician's statement substantiating the nature of the illness, the approximate date of return and the necessity for the unpaid leave.
- 4) Employees not able to return to full-time Technical Assistant duties within one (1) year from the effective date of the leave shall be considered to have terminated.
- 5) Prior to return to full-time duty, the employee must submit to the Personnel Office a physician's statement that he/she is able to fulfill all the duties of the Technical Assistant position.

C. All employees shall be eligible for a leave of absence for a minimum of thirty (30) days or a maximum of the remainder of the school year in which the leave is taken in the event that a member of his/her immediate family (mother, father, spouse, son or daughter, natural or adopted, mother-in-law or father-in-law) is ill and required his/her attendance. Medical certification is required upon request. This leave shall be without compensation. An employee shall not be eligible to return to a vacant position before the expiration date of leave.

D. A medical certificate may be required when the absence of an employee, due to personal illness, exceeds three (3) consecutive working days. The medical certificate will require the nature of the illness, next scheduled evaluation and/or return date.

E. Bereavement

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 technical assistant maybe absent for the period of mourning, including the day of the funeral, not to exceed seven (7) calendar days total. The first calendar day shall be the day following the death in the immediate family, unless said death interrupts the school day.

2. In the case of death of a grandfather, grandmother, grandson, granddaughter, a technical assistant maybe absent for the period of mourning, including the day of the funeral, not to exceed three (3) calendar days total.

3. In the case of death of a niece or nephew, a technical assistant maybe absent for the period of mourning, including the day of the funeral, not to exceed two (2) calendar days total.

4. In the case of death of relatives by marriage or blood marriages not listed above, a technical assistant will be allowed the day of the funeral without loss of pay.

- F. Unpaid parental leave up to eighteen (18) months will be granted upon request; such request must include the approximate date of return. The Technical Assistant may work until, and return as soon as his/her doctor permits, providing such Technical Assistant is capable of performing his/her regular responsibilities on a permanent basis. The Technical Assistant must notify the Chief Operating Officer in writing of his/her intention to leave and to return at least sixty (60) days prior to the respective dates. Return from parental leave will be allowed only at the beginning of the school year or at the beginning of the third (3rd) quarter, whichever follows the expiration of the leave.
- G. Short term leave for personal reasons, not to exceed two (2) days will be granted for such matters as conducting business arrangements which Technical Assistants cannot conduct at any other time such as after school hours, weekends, vacation periods, holidays, etc. upon request to the Chief Operating Officer. **No half personal days may be taken.**
- 1) The total number of Technical Assistants on leave will not exceed one (1) on any given day.
 - 2) Requests for any personal leave should be given as far in advance as possible and recorded on a form provided by the administration except in cases of emergency.
 - 3) In the event that the cap has been met and the Technical Assistant has a request for a personal day the Superintendent will have the discretion to grant additional days off.
 - 4) **Technical Assistants may accrue and carry-over from one school year to the following school year up to two (2) unused personal leave days. Technical Assistants may not use more than two consecutive personal leave days except with the approval of the Superintendent.**
- H. Leave of absence without compensation for the pursuit of a higher degree of education may be granted by the School Committee upon recommendation of the Superintendent.

1. The following criteria is established to govern the professional leave policy:
 - a) The Technical Assistant must be established a full-time matriculating student as set by the standards of the institution in which he/she is enrolled.
 - b) The matriculating program must be in the field of education.
 - c) The Technical Assistant must provide documentation of items a and b above prior to having the request for leave considered.
 - d) The Technical Assistant must provide evidence of successful completion of the program for which the leave was granted prior to return to a position within the School Department.
 - e) The Technical Assistant must have been employed as a Technical Assistant for an uninterrupted period of three (3) years in order to be considered for leave under this article.
 - f) There will be no accrual of sick days or vacation while on leave for study nor will longevity credit for pay purposes be earned during the period of leave.
 - g) Duration of leave will not exceed one (1) year.
- I. **Paid leave shall be granted to employees whose religious obligations require attendance at services held during the school day – not to exceed two (2) days per year. Notification must be given at least one (1) school day prior to taking this leave or pay will be deducted.**
- J. Employees on leave under Articles D, H, J will accrue no leave or vacation privilege while on leave.

Article XIII – Insurance

- A. The Cranston School Committee will provide for all eligible full-time Technical Assistants individual or family plan Group Health Insurance for any Technical Assistant who is not otherwise provided with a Health Insurance Plan equal to or better than the Health Insurance Plan offered by the Committee. The Committee will provide HealthMate Coast to Coast and all applicable riders, including a student rider to age 24 as outlined in the plan dated July 1, 2005 for the appropriate individual or family coverage to all eligible employees. ~~Effective in the beginning of the 2010-2011 school year, the amount of the premium cost share paid by technical assistants shall be twelve (12%) percent.~~ Effective in the beginning of the 2012-2013 **2014-2015** school year, the amount of the premium cost-share paid by technical assistants shall be ~~fifteen (15%)~~ **eighteen (18%)** percent. **Effective in the beginning of the 2016-2017 school year, the amount of the premium cost-share paid by technical assistants shall be twenty (20%) percent.** Payment under this section shall be subject to Section 125 of the IRS code.
- B. Those Technical Assistants working less than six (6) hours per day shall be afforded the above benefits on a prorated basis. Those Technical Assistants accepting pro-rated benefits will be assessed their pro-rated expense or they may choose to waive the benefits herein specified. Technical Assistants who to elect receive benefits and are required to pay a pro-rated contribution for those benefits are exempt from paying an additional premium cost-share.
- C. Delta Dental, Level III and IV Individual or Delta Dental Family up to Level IV, including a student rider to age 26. The annual maximum dental coverage is \$1,500 per person and the Orthodontic rider lifetime maximum is \$1,500 per person. ~~Effective at the beginning of the December 20, 2010, the amount of the premium cost share paid by technical assistants shall be ten (10%) percent. Effective in the beginning of the 2011-2012 school year, the amount of the premium cost share paid by technical assistants shall be twelve (12%) percent. Effective in the beginning of the 2012-2013~~ **2014-2015** school year, the amount of the premium cost share paid by ~~teacher assistants/bus aides~~ **Technical Assistants** shall be ~~fifteen (15%)~~ **eighteen (18%)** percent. **Effective in the beginning of the 2016-2017 school year, the amount of the premium**

cost-share paid by technical assistants shall be twenty (20%) percent. Payment under this section shall be subject to Section 125 of the IRS code.

- D. The Cranston School Committee shall also provide to all members.
1. A \$20,000 Term Life Insurance Policy.
 2. Each Technical Assistant shall have the option to purchase up to an additional \$125,000.00 of term insurance.
 3. Longevity Increments as follows:
 - a) ~~An increment of \$450 after having completed ten (10) years of continuous service with the Cranston Public Schools as a Technical Assistant.~~
 - b) ~~An increment of \$550 after having completed fifteen (15) years of continuous service with the Cranston Public Schools as a Technical Assistant.~~
 - e) ~~An increment of \$650 after having completed twenty (20) years of continuous service with the Cranston Public Schools as a Technical Assistant.~~
 - d) ~~The increment shall be included in the first paycheck in October of the salary year following the completion of ten (10), fifteen (15), or twenty (20) continuous years of service as defined above and annually thereafter.~~
- E. The Cranston Public Schools will provide an independent Employee Assistance Program for all members of the bargaining unit. An Employee Assistance Program by definition is a formal structured service designed to assist in identifying and resolving productivity and moral problems associated with the employees impaired by personal concerns including but not limited to: alcohol and other drug abuse, health, marital, family, financial, legal, emotional, or other personal concerns which may adversely affect the employees' job performance. **Effective in the 2015-2016 school year, the Employee Assistance Program shall be eliminated.**

Article XIV – General

- G. **Technical Assistants will be required to wear school-issued identification badges during the work day as well as during any paid assignments (i.e. extracurricular activities, summer school, after-school activities, etc). Temporary identification badges will be available on site in the event a Technical Assistant does not have their school-issued identification badge upon their arrival at work.**

A pilot of the security access program which utilizes the ID badge will begin in the year 2014-2015 at Cranston High School East and the Briggs Building. After reviewing the results of the implementation, the Administration may expand the program to other buildings in the District.

Article XVI – Professional Development

A professional development program will be provided through a Professional Development Institute developed between the Cranston Teachers' Alliance and the Cranston Public Schools. Technical Assistants ~~will be required to participate on an annual basis for eight (8) hours~~ **will be compensated for their participation in professional development up to a maximum of eight (8) hours**. These hours shall be outside the regular school day. Technical Assistants attending professional development sessions will be compensated under Appendix A of the Master Agreement. **Payment for all professional development shall be in the pay period following completion of each training.**

The parties agree to append the Domestic Partner Affidavit as Appendix B of the collective bargaining agreement.

The parties agree to append a Medical Benefits Summary as Appendix C of the collective bargaining agreement

Technical Assistant

step	current	2014-2015	2015-2016	2016-2017
1	\$17.06	\$18.55	\$18.80	\$19.15
2		\$18.80	\$19.05	\$19.40
3		\$19.15	\$19.40	\$19.75

- All Technical Assistant employed prior to August 31, 2014 shall be placed on step 3.

CRANSTON PUBLIC SCHOOLS
 COLLECTIVE BARGAINING
 FISCAL IMPACT STATEMENT
 TECHNICAL ASSISTANTS
 2014 - 2017

CATEGORY		(ANNUAL INCREMENTAL BUDGET CHANGES FROM PREVIOUS YEAR)		
		2014-2015	2015-2016	2016-2017
SALARY INCREASE with steps	(A)	15,837	3,780	5,292
FICA TAXES (6.2%)		982	234	328
MEDICARE TAXES (1.45%)		230	55	77
NON CERTIFIED PENSION (11.26%)		1,783	426	596
INCREASE IN COST-SHARING	(B)	(6,406)	(1,154)	(5,718)
EAP ELIMINATION		0	(162)	(162)
NET COST (SAVINGS)		12,426	3,179	413
			SUMMARY	16,017

ASSUMPTIONS

(A) SALARY

2014-2015 - \$2.09

2015-2016 - \$0.25

2016-2017 - \$0.35

(B) INCREASE IN COST SHARING

2014-2015 - COST SHARE 18%

2015-2016 - COST SHARE 18%; 3% YEARLY INCREASE IN HEALTH AND DENTAL

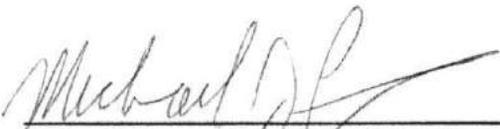
2016-2017 - COST SHARE 20%; 3% YEARLY INCREASE IN HEALTH AND DENTAL

THE CITY OF CRANSTON

RESOLUTION OF THE CITY COUNCIL
AUTHORIZING REAL ESTATE/TANGIBLE TAX ABATEMENTS AS
RECOMMENDED BY CITY ASSESSOR

No. 2014-36

Passed:
October 27, 2014



John E. Lanni, Jr., Council President

Resolved, That

The request of the City Assessor for the following abatements for manifest errors and reasons therein stated be granted and that a certified copy of this Resolution be for the respective amounts a sufficient voucher for the City Treasurer.

(See attached list of Abatements)

ALLAN FUNG
MAYOR



DIVISION OF ASSESSMENT
869 PARK AVE
CRANSTON, RI 02910

SALVATORE SACCOCCIO JR.
CITY ASSESSOR

DAVID COLE
DEPUTY ASSESSOR

MEMO

DATE: October 7, 2014
TO: His Honor the Mayor and the Honorable City Council
FROM: City Assessor
RE: Real Estate and Tangible Abatements

The following assessments are recommended for abatement in the amounts and for the reasons hereinafter set forth.

<u>Assessment Date</u>	<u>Value</u>	<u>Tax</u>
December 31, 2013	5,500	125.62

David Cole
Deputy City Assessor

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Pag

City of Cranston
2014 Abatement List

1 1912420001 005-1272
Location 159 FOREST AV
RUGGIERI JAMES J & WF SALLY J
159 FOREST AVE
CRANSTON RI 02910

0000000000
Location

0000000000
Location

	Value	Tax	Original	Value	Tax	Original	Value
Original	: 131899	3012.56	: :			: :	
LISTING ERROR	: 5500	125.62	: :			: :	
Adjusted	: 126399	2886.94	: :			: :	

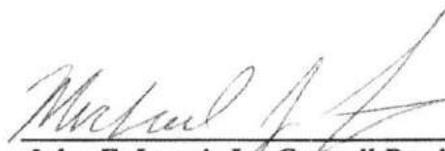
	Value	Tax	
Original	131899	3012.56	
Abatements	5500	125.62	on 1 Accounts
Adjusted	126399	2886.94	

THE CITY OF CRANSTON

RESOLUTION OF THE CITY COUNCIL
AUTHORIZING MOTOR VEHICLE TAX ABATEMENTS AS RECOMMENDED
BY CITY ASSESSOR

No. 2014-37

Passed:
October 27, 2014



John E. Lanni, Jr., Council President

Resolved, That

The request of the City Assessor for the following abatements for manifest errors and reasons therein stated be granted and that a certified copy of this Resolution be for the respective amounts a sufficient voucher for the City Treasurer.

(See attached list of Abatements)

ALLAN FUNG
MAYOR



DIVISION OF ASSESSMENT
869 PARK AVE
CRANSTON, RI 02910

SALVATORE SACCOCCIO JR.
CITY ASSESSOR

DAVID COLE
DEPUTY ASSESSOR

MEMO

DATE: October 7, 2014
TO: His Honor the Mayor and the Honorable City Council
FROM: City Assessor
RE: Motor Vehicle Abatements

The following assessments are recommended for abatement in the amounts and for the reasons hereinafter set forth:

<u>Assessment Date</u>	<u>Value</u>	<u>Tax</u>
December 31, 2011	15,348	651.36
December 31, 2012	48,269	2,048.55
December 31, 2013	<u>317,808</u>	<u>13,487.78</u>

Totals:	381,425	16,187.69
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David Cole
Deputy City Assessor

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City of Cranston
2012 Motor Vehicle
Abatement List

1	42016380	0000084353	2	48001420	0000119748	00000000	0000000000
	Vehicle 2008	FORD	ME 951	Vehicle 2006	NISS	695149	Vehicle 0000
	ID 1FAHP27W78G121458			ID JN8AZ08W06W516808			ID
	LOBELLO JUDITH D			RALEIGH SANDRA M			
	121 CLEMENCE ST			171 JULIA ST			
	Cranston RI 02920			Cranston RI 02910			
	Original :	Value	Tax	Original :	Value	Tax	Original :
	DECEASED	14,525	595.22	DECEASED	7611	204.94	Value
	Adjusted Tax:		446.42	Adjusted Tax:		204.94	Adjusted Tax:
			148.80				

For Tax Year: 2012

Original	:	Value	Tax	
Adjusted Tax	:	22136	800.16	
			651.36	on 2 Accounts
			148.80	

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City of Cranston
2013 Motor Vehicle
Abatement List

1	37001830	0000055792		2	42016090	0000084577		3	46017880	0000114999	
	Vehicle 1998	BUIC	092363		Vehicle 2008	FORD	ME 951		Vehicle 2009	HOND	
	ID 1G4CW52K0W4649740				ID 1FAHP27W78G121458				ID 5FNYF48569B013116		
	GALLO RONALD P				LOBELLO JUDITH D				PETRELLA MARYANN		
	204 LAKE GARDEN DR				121 CLEMENCE ST				72 URQUHART ST		
	Cranston RI 02920				Cranston RI 02920				Cranston RI 02910		
		Value	Tax			Value	Tax			Value	
	Original :	687	38.54		Original :	11804	352.42		Original :	24400	
	STOLEN/SOLD/JUNK/TOT		.58		DECEASED		88.12		STOLEN/SOLD/JUNK/TO		
	Adjusted Tax:		37.96		Adjusted Tax:		264.30		Adjusted Tax:		
4	46024920	0000117264		5	48001410	0000120184		6	48006010	0000121569	
	Vehicle 2007	LEXU	HJ 8		Vehicle 2006	NISS	695149		Vehicle 1997	NISS	
	ID JTHBJ46G672054773				ID JN8AZ08W06W516808				ID JN1CA21D5VT872058		
	PLAZIAK CARLENE A				RALEIGH SANDRA M				REIDER ROBERT		
	1626 PHENIX AVE				171 JULIA ST				225 NEW LONDON AVE APT 334		
	Cranston RI 02921				Cranston RI 02910				Cranston RI 02920		
		Value	Tax			Value	Tax			Value	
	Original :	16,918	1,092.92		Original :	10064	284.78		Original :	1580	
	STOLEN/SOLD/JUNK/TOT		34.37		DECEASED		284.78		EXEMPTION OMITTED		
	Adjusted Tax:		1,058.55		Adjusted Tax:				Adjusted Tax:		
7	49033080	0000139141		8	50002650	0000141856			00000000	0000000000	
	Vehicle 2003	CHRY	954795		Vehicle 2011	CADI	001664		Vehicle 0000		
	ID 3C8FY68B03T530115				ID 1G6DA5EY9B0136420				ID		
	STEWART BARBARA W				TAVARIAN HARRY						
	50 BIRCH STREET APT 403				33 MAURAN ST						
	Cranston RI 02920				CRANSTON RI 02910						
		Value	Tax			Value	Tax			Value	
	Original :	3,083	109.62		Original :	26550	1105.56		Original :		
	DECEASED		109.62		DECEASED		1105.56		Adjusted Tax:		
	Adjusted Tax:				Adjusted Tax:						

For Tax Year: 2013

Original	:	Value	Tax	
		95086	4056.56	
Adjusted Tax	:		2048.55	on 8 Accounts
			2008.01	

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City of Cranston
2014 Motor Vehicle
Abatement List

Item #	Vehicle ID	Year	Make	Model	Value	Tax	Notes
1	33000500	1992	TOYT	MC 191	79	5.69	Original : OUT OF COMMUNITY Adjusted Tax:
2	33020880	2010	SUBA	679916	18250	64395.96	Original : STOLEN/SOLD/JUNK/TOTA Adjusted Tax:
3	33036890	2007	TOYOT		5851		Original : OUT OF STATE REG Adjusted Tax:
4	33040220	2007	TOYT	WN 760	6,531	264.49	Original : OUT OF STATE REG Adjusted Tax:
5	33040240	2010	NISS	066168	10751	443.58	Original : OUT OF STATE REG Adjusted Tax:
6	37001850	1998	BUIC		444		Original : STOLEN/SOLD/JUNK/TO Adjusted Tax:
7	41009200	2007	TOYT	IJ 416	5,816	225.65	Original : OUT OF STATE REG Adjusted Tax:
8	42016490	2008	FORD	ME 951	8756	223.06	Original : DECEASED Adjusted Tax:
9	44001780	2006	JEEP		6384		Original : STOLEN/SOLD/JUNK/TO Adjusted Tax:
10	44004905	1999	BUIC	609180	12,817	524.72	Original : STOLEN/SOLD/JUNK/TOT Adjusted Tax:
11	44007330	2009	LEXS	NLN	8664	1067.62	Original : STOLEN/SOLD/JUNK/TOTA Adjusted Tax:
12	44007950	1997	BMW		1044		Original : STOLEN/SOLD/JUNK/TO Adjusted Tax:

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City of Cranston
2014 Motor Vehicle
Abatement List

13	46013200	0000114064		14	46017940	0000115716		15	46023450	0000117497	
	Vehicle 2007	FRHT	027849		Vehicle 2009	HOND	MG 35		Vehicle 2006	TOYT	
	ID 1FUJA6CKX7LY92079				ID 5FNYP48569B013116				ID 2T1BR32E56C698483		
	PENSKE TRUCK LEASINGCO L P				PETRELLA MARYANN				PIRELA ALONSO J		
	65 AMFLEX DR				72 URQUHART ST				28 OAKLAWN AVE 321		
	Cranston RI 02921				Cranston RI 02910				Cranston RI 02920		
		Value	Tax			Value	Tax			Value	
	Original :	16,244	66,778.12		Original :	20116	856.73		Original :	6118	
	EXEMPTION OMITTED		671.96		STOLEN/SOLD/JUNK/TOTA		832.50		OUT OF STATE REG		
	Adjusted Tax:		66,106.16		Adjusted Tax:		24.23		Adjusted Tax:		
16	46024950	0000117981		17	48001410	0000120988		18	49032440	0000139827	
	Vehicle 2007	LEXU	HJ 8		Vehicle 2006	NISS	695149		Vehicle 2012	KENT	
	ID JTHBJ46G672054773				ID JN8AZ08W06W516808				ID 1KKVE5322CL232870		
	PLAZIAK CARLENE A				RALEIGH SANDRA M				STERLING TRUCKING INC		
	1626 PHENIX AVE				171 JULIA ST				61 COMSTOCK PKWY		
	Cranston RI 02921				Cranston RI 02910				CRANSTON RI 02921		
		Value	Tax			Value	Tax			Value	
	Original :	12,737	1,309.78		Original :	7923	187.71		Original :	26389	
	STOLEN/SOLD/JUNK/TOT		519.34		DECEASED		187.71		EXEMPTION OMITTED		
	Adjusted Tax:		790.44		Adjusted Tax:				Adjusted Tax:		
19	49033030	0000140054		20	50002650	0000142700		21	50008950	0000144940	
	Vehicle 2003	CHRY	954795		Vehicle 2011	CADI	001664		Vehicle 2004	CHEV	
	ID 3C8FY68B03T530115				ID 1G6DA5EY9B0136420				ID 1GCHK29164E160591		
	STEWART BARBARA W				TAVARIAN HARRY				TIRRELL DAVID R		
	156 PRESTON AVE				46 POCONO DRIVE				5 GARFIELD AVE		
	Cranston RI 02920				Cranston RI 02910				CRANSTON RI 02920		
		Value	Tax			Value	Tax			Value	
	Original :	1,175	39.68		Original :	3123	177.83		Original :	1802	
	DECEASED		39.68		DECEASED		177.83		OUT OF COMMUNITY		
	Adjusted Tax:				Adjusted Tax:				Adjusted Tax:		
22	52001410	0000149666		23	52002280	0000149893			00000000	0000000000	
	Vehicle 2006	HYUN	028001		Vehicle 2004	FORD	627075		Vehicle 0000		
	ID KM8JM12BX6U458851				ID 1FAPF53U84G128250				ID		
	VALLIERE CRAIG P				VANTAGE RENTAL AND LEASING CO						
	20 COTTAGE STREET APT 2				177 PUTNAM AVE						
	CRANSTON RI 02910				JOHNSTON RI 02919						
		Value	Tax			Value	Tax			Value	
	Original :	5,339	207.24		Original :	2003	67.86		Original :		
	STOLEN/SOLD/JUNK/TOT		153.92		OUT OF COMMUNITY		67.86		Adjusted Tax:		
	Adjusted Tax:		53.32		Adjusted Tax:						

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City of Cranston
2014 Motor Vehicle
Abatement List

For Tax Year: 2014

	Value	Tax		
Original	:	188356	147944.70	
			13487.78	on 23 Accounts
Adjusted Tax	:		134456.92	

-OCTOBER 27, 2014-

CLAIMS COMMITTEE
(Councilwoman Sarah Kales Lee, Chair)

REPORT OF SETTLED CLAIMS (Informational purposes only): Antonio Gomez \$2,050.00 vehicle damage; Rego's Auto Body for Alex Juarez \$2,939.96 vehicle damage; Catherine Hogan \$165.30 vehicle damage; Ann F. Lewis \$231.48 vehicle damage; Marisa Anne Farri \$89.99 vehicle damage; Jeremy A. Dexter \$300.00 vehicle damage; Nancy Piedra \$134.04 vehicle damage; Mark Quillen \$138.50 vehicle damage; Joseph Esposito \$300.00 vehicle damage.

No action needed.

V. PUBLIC HEARINGS
(open to any matters)

Richard Tomlins, 400 Farmington Ave., appeared to speak and congratulated everyone who was involved in negotiating the School contracts. He also addressed the Police Union and the negotiation of their upcoming contract.

Ralph Ciunci, 130 Village Ave., appeared to speak regarding the trash use fee of \$150 a year for an additional barrel. He stated that what the Administration is stating is that this fee is for tipping fees. The City is charged \$16 and Waste Management is pocketing the rest. Councilman Aceto stated, point of information, Waste Management is charging \$150 and not the City. Councilman Botts stated, point of information, the City Council never voted on this contract, Board of Contract and Purchase voted on it.

VI. ELECTION OF CITY OFFICIALS

None.

VII. REPORT OF CITY OFFICERS

STANDING MONTHLY REPORT OF CITED PROPERTIES IN THE CITY
(Councilman Botts) [[click to view](#)]

Mr. Barone stated that if the City Council has any adjustments to this report, he will refer to the Building Official for future reports.

Councilman Botts stated that he would like to see this report broken down by address or by Ward, preferably by both in order for him to know what properties are in his Ward that are being cited. Building permits can be eliminated from the report. Council Majority Leader Archetto agreed with Councilman Botts.

VIII. EXECUTIVE COMMUNICATIONS

**REPORT ON HIRING OF SPECIAL COUNSEL, CONSULTANTS, ETC.,
PURSUANT TO CHARTER SECTION 15.05**

None.

REQUEST TO BE CONTINUED IN SERVICE FOR ONE YEAR CAPTAIN RICHARD BEDARD, CRANSTON FIRE DEPARTMENT EFFECTIVE NOVEMBER 23, 2014.

Mr. Cordy appeared to speak.

On motion by Council Minority Leader Favicchio, seconded by Councilman Botts, it was voted to approve the above request. Motion passed on a vote of 8-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio and Council Vice-President Farina -8.

IX. COUNCIL PRESIDENT COMMUNICATIONS

None.

X. COUNCIL MEMBER COMMUNICATIONS

Council Vice-President Farina stated that the Election is next week and this City Council has been a very effective Council in the last two years.

Council Vice-President Farina:

- *Status of Mollie Dr. – status on paving list*

Mr. Barone stated that this road is on the paving list to be paved. The Public Works Director has a concern with Cambio Court and he is looking to pave Mollie Dr., Cambio Court and another street near this area at the same time as it would be more cost effective. They will look to see if patching will help in the meantime during the Winter.

Councilman Stycos:

- *Planning Department status report on walking trail between Hope Road and Laten*

Councilman Stycos stated that the Planning Director sent him a memo that he plans to meet next month to begin design of the trail.

Mr. Cordy stated that the Planning Director is operating at 50% of the staff they had four years ago. The Director has given his commitment that he will be addressing this.

- *Rats on Westwood and Taft*

Mr. Barone stated that he and the Rodent Control Officer, Mr. Iacobucci, will be meeting regarding this.

- *Status of Tree Planting Program*

Mr. Barone stated that advertisement has been approved and we are ready to go.

- *Knight Road.*

No Discussion.

- *"Clean Up after your dog" sign at the junction of North Clarendon and Judge Street"*

Councilman Stycos stated that he requested this sign back in June and nothing has been done. **Mr. Barone** stated that this sign was installed on October 23rd.

Councilman Archetto:

- *762 Dyer Ave. (5 mattresses in the yard now for four months).*

Mr. Barone stated that the Inspectors went out to the area and found mattresses were not in violation. They were not on the curb, they were up against the house. The home has been cited.

- *The status of 190 Farmington Ave. 25 cats in yard and around house.*

Mr. Barone stated that Animal Control has set traps, but the owner keeps letting the cats out of the traps and was warned by Animal Control not to do it again.

- *Status of the chain link metal fence on Gladstone Street a large hole in fence*

Mr. Barone stated that the City will be repairing the whole fence. He will have this done tomorrow.

- *Walkers using the Bain track are tripping due to bumps in Track.*

Mr. Barone stated that he will have this addressed.

- *184 Chandler Ave. House for sale by ReMax grass needs to be cut.*

Mr. Barone stated that grass will be cut this week. He indicated that he e-mailed the results of this request to Council Majority Leader Archetto.

- *Arlington Manor. Sidewalk at Franklin, overgrown brush*

Mr. Barone stated that this has been addressed and overgrown brush has been cut. He indicated that Council Majority Leader Archetto was notified of this via e-mail.

- *Bracken & Argyle illegal dumping*

Mr. Barone stated that there is no evidence of dumping, but will have "no dumping" signs placed there. He also indicated that this was also relayed to Council Majority Leader Archetto via e-mail.

Councilman Aceto:

- *985 Pippin Orchard Rd. – bulk waste pickup status*
- *Cambio Court – status on paving list*
- *Assessor's research report requested at Finance meeting for Ord. 9-14-06*

Above items were not discussed due to the fact that Councilman Aceto left the meeting.

Councilman Santamaria:

- *Status report on 81 Midvale*

Councilman Santamaria stated that demolition report is still in effect.

Solicitor Kirshenbaum stated that the homeowner signed a Deed in lieu of foreclosure. The mortgage is held by the Veterans Administration and we now have to work through them and RI Housing and this should speed up the process.

Councilman Santamaria asked for a continuance regarding this issue.

- *Status of Ward 6 lawsuit regarding Redistricting*

Solicitor Kirshenbaum stated that he will have to report back regarding this issue. He believes there was a Conference scheduled but is not sure if it occurred yet.

- *Legal fees*

Councilman Santamaria questioned why the fees for Partridge, Snow & Hahn have doubled. Mr. Strom stated that they are a specialized group in pensions.

Councilman Favicchio:

- *15 Capuano Drive*

Council Minority Leader Favicchio stated that he spoke to Solicitor Marsella today and they are trying to come up with a solution to speed up the process.

- *Poplar Drive*

Council Minority Leader Favicchio stated that we won't be able to use Tree Council money because most of that money has been earmarked. He stated that he spoke to Attorney Murray, who represents the area and will try to come up with funding for this.

Councilman Botts:

- *Rolfe Square* – there are missing bricks.

Mr. Cordy stated he just completed interviews for the masons' position.

- *Missing stop signs at Preston & Reservoir and Beckwith and Reservoir*

Mr. Barone stated there are work orders on both of these.

XI. OLD BUSINESS

None.

XII. INTRODUCTION OF NEW BUSINESS*

*(for informational purposes. All new business is referred to Committee for public hearing)

- 10-14-01 **ORDINANCE IN AMENDMENT OF TITLE 5.12 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED 'ALCOHOLIC BEVERAGES LICENSE' (Alcohol Expansion Permit Renewal).** [\[click to view\]](#)
- 10-14-02 **ORDINANCE IN AMENDMENT OF TITLE 10, CHAPTER 32, OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED 'MOTOR VEHICLES AND TRAFFIC' (Sharon and Holly 3 Way Stop).** [\[click to view\]](#)
- 10-14-03 **ORDINANCE IN AMENDMENT OF TITLE 10, CHAPTER 32 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED 'MOTOR VEHICLES AND TRAFFIC' (Edgewood Ave. and Edge St. 4 Way Stop).** [\[click to view\]](#)
- 10-14-04 **ORDINANCE IN AMENDMENT OF TITLE 10, CHAPTER 32 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED 'MOTOR VEHICLES AND TRAFFIC' (Wine St. – One Way Traffic between 2:00 – 3:00 pm Monday – Friday).** [\[click to view\]](#)
- 10-14-05 **ORDINANCE IN AMENDMENT OF CHAPTER 17 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED 'ZONING' (Change of Zone – 1255 Cranston St.).** [\[click to view\]](#)
- 10-14-06 **ORDINANCE RATIFYING SCHOOL COMMITTEE'S COLLECTIVE BARGAINING AGREEMENT WITH THE RI LABORERS' DISTRICT COUNCIL, LOCAL 1322 BUS DRIVERS/MECHANICS UNIT (Bus Drivers/Mechanics 2014-2017).** [\[click to view\]](#)

-OCTOBER 27, 2014-

- 10-14-07 **ORDINANCE RATIFYING THE SCHOOL COMMITTEE'S COLLECTIVE BARGAINING AGREEMENT WITH THE RI LABORERS' DISTRICT COUNCIL, LOCAL 1322 TRADESPEOPLE UNIT (Tradespeople 2014-2017).** [[click to view](#)]
- 10-14-08 **ORDINANCE IN AMENDMENT OF TITLE 8.12 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED 'GARBAGE, RUBBISH, ETC.' (Trash Amnesty Dates).** [[click to view](#)]

REQUEST FROM NATIONAL GRID FOR NEW POLE LOCATION AT EAST HILL DR. [[click to view](#)]

Claims:

- Property damage claim of Kimberly Yeaw from alleged incident on September 3, 2014.
- Property damage claim of Kimberly Yeaw from alleged incident on August 31, 2014.
- Property damage claim of Vincent D'Ambra from alleged incident on August 13, 2014.
- Property damage claim of Patricia Romano from alleged incident on September 3, 2014.
- Personal injury claim of Joseph Rose from alleged incident on August 5, 2014
- Property damage claim of Theresa Wood from alleged incident on September 2, 2014.

Council Majority Leader Archetto and **Council Vice-President Farina** asked to be added as co-sponsor of Ordinance 10-14-08.

On motion by Council Majority Leader Archetto, seconded by Councilman Botts, it was voted to refer the above new business to the respective Committees. Motion passed on a vote of 6-0. The following being recorded as voting "aye": Councilmen Stycos, Botts, Council Majority Leader Archetto, Councilman Santamaria, Council Minority Leader Favichio and Council Vice-President Farina -6.

XIII. MISCELLANEOUS BUSINESS ON CLERK'S DESK

None.

The meeting adjourned at 8:35P.M.



Maria Medeiros Wall, JD, City Clerk



Rosalba Zanni
Assistant City Clerk/Clerk of Committees

(See Stenographic Notes of Ron Ronzio, Stenotypist)

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10-14-01

1 THE CITY OF CRANSTON

2
3 **ORDINANCE OF THE CITY COUNCIL**
4 **IN AMENDMENT OF TITLE 5.12 OF THE CODE OF THE CITY OF**
5 **CRANSTON, 2005 , ENTITLED "ALCOHOLIC BEVERAGES LICENSES**
6 **(Alcohol Expansion Permit Renewal)**

7
8 *No.*

9 *Passed:*

10
11
12 John E. Lanni, Jr., Council President

13
14 *Approved:*

15
16 Allan W. Fung, Mayor

17
18 *It is ordained by the City Council of the City of Cranston as follows:*

19
20 **Section 1.** Title 5.12.101, entitled "Alcoholic Beverage Licenses" is hereby
21 amended by adding the following:

22
23 Sec. 5.12.101: Application Process and Fees

24
25 Any expansion of service of alcoholic beyond the originally licenses premises
26 shall require the filing of an application for a permit of expansion of service. Said
27 application shall be on a form approved by the Safety Services and Licenses Committee,
28 and shall be required to be advertised and notice given to abutters as required for the
29 issuance of a new Class B license. The applicant shall be responsible for all advertising
30 costs.

31
32 The fee for a permanent expansion permit shall be \$250.00. A permanent
33 expansion of service area in the form of physical alterations to the physical structure will
34 become part of the established licensed service area once approved and shall not require
35 annual renewal. A permanent expansion shall include outdoor areas such as patio and
36 terraces which are permanent fixtures/installations that may be seasonally used.

37
38 The fee for a seasonal expansion permit shall be \$250.00. Seasonal permits must
39 be renewed annually. A per diem permit shall be \$50.00 per diem.

40
41 All seasonal permits shall expire on December 1st and shall run with the
42 applicant's alcohol beverage license and shall be renewed simultaneously with said
43 alcohol license and in the same manner. This shall apply to all permits presently issued
44 regardless of expiration date.

10-14-01

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Section 2: This Ordinance shall take effect upon its final adoption.

Positive Endorsement		Negative Endorsement (attach reasons)	
<hr/>		<hr/>	
Christopher Rawson, Solicitor	Date	Christopher Rawson, Solicitor	Date

Sponsored by: Council President Lanni, Councilmen Santamaria & Favicchio

Referred to Safety Services: November 10, 2014

10-14-3

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THE CITY OF CRANSTON

ORDINANCE OF THE CITY COUNCIL
IN AMENDMENT OF TITLE 10, CHAPTER 32 OF THE CODE OF THE CITY
OF CRANSTON, 2005, ENTITLED "MOTOR VEHICLES AND TRAFFIC"
(Edgewood and Edge 4 Way Stop)

No.

Passed:

John E. Lanni, Jr. Council President

Approved:

Allan W. Fung, Mayor

It is ordained by the City Council of the City of Cranston as follows:

Section 1. Chapter 10.32, Section .020 entitled " Stop Intersections Enumerated" is hereby amended by deleting the following:

10.32.020 - Stop intersections—Enumerated.

The following intersections are declared stop intersections for the purpose of this chapter:

[Edgewood Avenue, at its intersection with Edge Street.]

Section 2. Chapter 10.32, Section .030 entitled Multi-way stop intersections— Enumerated" is hereby amended by adding the following:

10.32.030 - Multi-way stop intersections—Enumerated.

Edgewood Avenue, at its intersection with Edge Street, 4 way stop

Section 2. This Ordinance shall take effect upon its final adoption.

Positive Endorsement

Negative Endorsement (attach reasons)

Christopher Rawson, City Solicitor Date

Christopher Rawson, City Solicitor Date

Sponsored by: Councilman Stycos

Referred to Ordinance Committee November 13, 2014

10-14-04

THE CITY OF CRANSTON

ORDINANCE OF THE CITY COUNCIL

IN AMENDMENT OF TITLE 10, CHAPTER 32 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED "MOTOR VEHICLES AND TRAFFIC" (Wine Street – One way traffic between 2:00 – 3:00 pm Mon - Fri)

No.

Passed:

John E. Lanni, Jr. Council President

Approved:

Allan W. Fung, Mayor

It is ordained by the City Council of the City of Cranston as follows:

Section 1. Chapter 10.12, Section .270 entitled "One-way traffic on certain streets between certain hours" is hereby amended by adding the following:

10.12.270 One-way traffic on certain streets between certain hours

E. On days when [~~the Meshanticut School and~~] Cranston High School West [~~are~~] is in session, traffic shall move in the following specified directions upon the following streets:

- 1. Between the hours of 8:00 a.m. and 9:30 a.m.: Lake View Road, easterly
- 2. Between the hours of 2:00 p.m. and 3:30 p.m.: Lake View Road, westerly
- 3. Between the hours of 8:00 a.m. and 9:30 a.m.: Lake View Road, northerly
- 4. Between the hours of 2:00 p.m. and 3:30 p.m.: Lake View Road, northerly
- 5. Between the hours of 2:00 p.m. and 3:00 p.m.: Wine Street, southerly

Section 2. This Ordinance shall take effect upon its final adoption.

Positive Endorsement

Negative Endorsement (attach reasons)

Christopher Rawson, City Solicitor Date

Christopher Rawson, City Solicitor Date

Sponsored by: Council President Lanni

Referred to Ordinance Committee November 13, 2014

10-14-05

THE CITY OF CRANSTON

ORDINANCE OF THE CITY COUNCIL

IN AMENDMENT OF CHAPTER 17 OF THE CODE OF THE CITY OF CRANSTON,
2005, ENTITLED 'ZONING'
(CHANGE OF ZONE -1225 Cranston Street)

No.

Passed:

John E. Lanni, Jr., Council President

Approved:

Allan W. Fung, Mayor

It is ordained by the City Council of the City of Cranston as follows:

Section 1. That the Zoning Map accompanying and made a part of Chapter 17 of the Code of the City of Cranston, Rhode Island, 2005, entitled, "Zoning", as adopted January 24, 1966, as amended, is hereby further amended by deleting therefrom the following:

By deleting from a B-2 Zoning District, Lot No. 199 Zoning Plat No. 8-2, located at the 1225 Cranston Street, at the corner of Puritan Street.

And by adding thereto the following:

C-3 – General Business Zoning District. Lot No. 199 on Zoning Plat No. 8-2 , located at 1225 Cranston at the corner of Puritan Street, Cranston, Rhode Island.

Section 2. This ordinance shall take effect upon its final adoption.

Positive Endorsement:

Negative Endorsement: (Attach reasons)

Christopher Rawson, City Solicitor Date

Christopher Rawson, City Solicitor Date

Petition filed by Angelo, Maria & Mario Moretti, owners
Referred to Ordinance Committee: December 4, 2014

CITY OF CRANSTON
DEPARTMENT OF RECORDS - CITY CLERK'S OFFICE
APPLICATION FOR CHANGE OF ZONE

OK
AF
10/17/14
RECEIVED
14 OCT 17 AM 11:09
CRANSTON
CITY CLERK

Name(s) and address(es) of owner(s) of property

Angelo, Maria & Mario Moretti
37 Nottingham Drive
Hope, RI 02831-1821

Zoning Plat Number

8-2 Lot No.(s)* 199

Street Address or Location on Street

1225 Cranston Street

*If only a portion of a lot, attach a full metes and bounds description.

Present Zoning:

B-2 Residential, single & multi-family

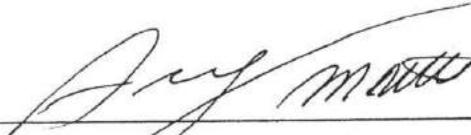
Zoning Requested:

C-3 General Business

Property to be used for:

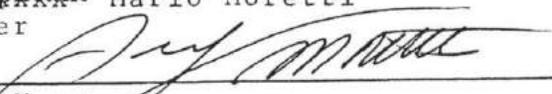
restaurant/deli & permitted uses

Date: October 16, 2014


Owner Angelo Moretti


Owner Maria Moretti


Applicant Mario Moretti
Owner


Applicant Angelo Moretti

10-14-06

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THE CITY OF CRANSTON

ORDINANCE OF THE CITY COUNCIL
RATIFYING SCHOOL COMMITTEE'S COLLECTIVE BARGAINING
AGREEMENT WITH THE RI LABORERS' DISTRICT COUNCIL, LOCAL 1322
BUS DRIVERS/MECHANICS UNIT
(BUS DRIVERS/MECHANICS 2014 - 2017)

No.

Passed:

John E. Lanni, Jr., Council President

Approved:

Allan W. Fung, Mayor

It is ordained by the City Council of the City of Cranston as follows:

Section 1. The Cranston School Committee having bargained collectively with the R.I. Laborers' District Council, Local Union 1322, which is the certified bargaining representative of **Bus Drivers/Mechanics Unit** of the Laborers' International Union of North America, AFL-CIO as set forth in the attached contract and Addendum;

Section 2., The School Committee in accordance with Section 11.02.1 of the Cranston Home Rule Charter posted and made public on October 17, 2014 @ 4 p.m., a copy of the proposed contract at least 72 hours notice prior to the public hearing on October 20, 2014 at 7 p.m. at which time the School Committee voted to approve the attached agreement.

Section 3. That the agreement in writing between the School Committee and the R.I. Laborers' District Council, Local Union 1322, copy of which is attached hereto and made a part here of, is hereby ratified, confirmed and approved by the City Council.

Section 4. Any additional agreements, letters of understanding, contract addendums or modifications during the life of this collective bargaining agreement between the parties must be ratified by the City Council and comply with Charter sec. 11.02.1

Section 5. This Ordinance shall take effect upon its final adoption.

Positive Endorsement

Negative Endorsement (attach reasons)

Christopher M. Rawson, Solicitor Date Christopher M. Rawson, Solicitor Date
Introduced pursuant to: Charter Sec. 11.02.1
Referred to Finance Committee November 13, 2014

10-14-06

48

**CRANSTON PUBLIC SCHOOLS
COLLECTIVE BARGAINING
FISCAL IMPACT STATEMENT
BUS DRIVERS & MECHANICS
2014 - 2017**

CATEGORY	(ANNUAL INCREMENTAL BUDGET CHANGES FROM)		
	2014-2015	2015-2016	2016-2017
SALARY INCREASE	(A) 109,879	35,462	11,000
LONGEVITY	(B) (28,300)	(28,300)	(28,300)
RE-INSTATEMENT OF TWO HOLIDAYS	16,545	17,017	17,017
FICA TAX	6,084	1,499	1,499
MEDICARE TAX	1,423	351	351
NON-CERTIFIED PENSION	(C) 11,049	2,723	2,723
PLAN DESIGN CHANGES			
DEDUCTIBLE SAVINGS	(D) N/A	(14,900)	(14,900)
EMPLOYEE REIMBURSEMENT	(D) N/A	7,450	7,450
NET COST (SAVINGS)	116,679	21,301	(20,000)

The above excludes the cost of a raise, if awarded,
in FYE 2017.

ASSUMPTIONS

(A) SALARY

2014-2015 - \$1.10

2015-2016 - 2.00%

2016-2017 - RE-OPENER

(B) LONGEVITY

ELIMINATION OF LONGEVITY

(C) NON-CERTIFIED PENSION

2014-2015 - 11.26%

2015-2016 - 11.26%

2016-2017 - 11.26%

(D) PLAN DESIGN

DEDUCTIBLE PLAN

*\$250 INDIVIDUAL

*\$500 FAMILY

**NOTE: DISTRICT WILL REIMBURSE 50% BACK TO THE EMPLOYEE - MAXIMUM \$250/FAMILY PLAN
& \$125/INDIVIDUAL PLAN.**

TBD - TO BE DETERMINED

AGREEMENT
between
CRANSTON SCHOOL COMMITTEE
and the
RHODE ISLAND LABORERS' DISTRICT COUNCIL
on behalf of
LOCAL UNION 1322
BUS DRIVERS/MECHANICS UNIT
of the
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA
AFL-CIO
EFFECTIVE: July 1, 2014 through June 30, 2017

SCHOOL COMMITTEE – CRANSTON PUBLIC SCHOOLS

Andrea Iannazzi, Chairperson

Trent Colford

Stephanie Culhane

Jeff Gale

Paula McFarland, Clerk

Janice Ruggieri

Michael A. Traficante

NEGOTIATION COMMITTEE

Judith Lundsten, Superintendent

Jeannine Nota-Masse, Assistant Superintendent

Raymond L. Votto, Jr., Chief Operating Officer

Joseph Balducci, Chief Financial Officer

Joel Zisseron, Director of Transportation

RHODE ISLAND LABORERS' DISTRICT COUNCIL
LOCAL UNION 1322

Arthur J. Jordan, Business Manager\Secretary-Treasurer

Kathleen Albertson

Darlene Griffin

Steve Hogan

Lynn Page

Edward Ferry

AGREEMENT

PREAMBLE

This agreement by the Cranston School Committee, hereinafter referred to as the "SCHOOL COMMITTEE" or "COMMITTEE" and the Rhode Island Laborers' District Council on behalf of Local Union 1322 of the Laborers' International Union of North America, AFL-CIO, hereinafter referred to as the "UNION", located at 410 South Main Street, Providence, RI 02903, has as its purpose the promotion of harmonious relationship between the School Committee and the Union.

PRINCIPLES

- A. This Agreement is entered into to facilitate the adjustment of grievances and disputes between the Employer and Employees, to provide, insofar as possible, for the continuous employment of labor and to establish necessary procedures for the amicable adjustment of all disputes which may arise between the Employer and the Union.
- B. The Employer and the Union encourage the highest possible degree of practical, friendly, cooperative relationships between their respective representatives at all levels. The officials of the Employer and the Union realize that this goal depends primarily on cooperative attitudes between people in their respective organizations at all levels of responsibility and

those proper attitudes must be based on full understanding of and regard for the respective rights and responsibility of both the Employer and the Employees.

- C. There shall be no discrimination against any Employees by reason of race, color, creed, sex, or Union membership.
- D. All reference to Employees in this Agreement designates both sexes and wherever the male gender is used it shall be construed to include male and female employees.
- E. The Employer and the union affirm their joint opposition to any discriminatory practices in connection with employment, promotion, or training, remembering that the public interest remains in the full utilization of an employee's skill and ability without regard to consideration of race, color, creed, sex or national origin.
- F. No Employee covered by this Agreement shall be discharged, demoted, suspended, transferred, or affected in any way because of lawful political beliefs or activities.

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ARTICLE I
RECOGNITION

- A. The Cranston School Committee recognizes LIUNA, Local Union 1322 as the sole and exclusive bargaining representative of all employees in the bargaining unit as defined in case number EE-3633, dated May 15, 2000 by the parties.
- B. The bargaining unit shall consist of all Bus Drivers regularly employed to operate motor vehicles belonging to the Cranston Public Schools for the expressed purpose of transporting Cranston students to and from Cranston Public Schools, as designated by the Cranston School Committee, and special trips.
- C. The bargaining unit shall also include those hourly employees assigned to the transportation department, whose primary duty is to maintain vehicles, but who occasionally are assigned to drive.

ARTICLE II
CLASSIFICATION

- A. Bus Driver
 - 1. Employee available five days each week for minimum of twenty (20) hours based on a five-day week.

2. Specific hours to be determined by schedule with notification to the union.
3. Employee also available for special trips, days, nights, weekends, and summer assignments on a volunteer basis.
4. A distinction is hereby made between drivers of large buses and drivers of special needs buses (35 or less).

B. Mechanic

1. Employee available five days each week, Monday through Friday for a minimum of forty (40) hours from 7:00 a.m. to 4:00 p.m. Other than in an emergency any change in work schedule requires a one- (1) week notification or overtime will be paid for first 8 hours,
2. Employee to be available for performing various maintenance as required by the transportation coordinator.
3. Bus inspection – when the temperature rises above 90 degrees or descends to less than 20 degrees, or the wind chill factor reaches bitter cold, minus 4 as set forth by the WJAR Channel 10 “weather bug” located at Cranston High School East, the Union shall notify the director or acting director of Transportation as the case may be, to cancel inspections. The decision shall be within the discretion of the director, but he shall not deny such request unless in his reasonable opinion an emergency situation exists, and the work to be performed is directly related to the emergency. The temperature and/or wind chill factor as set forth above shall be determined by

the WJAR Channel 10 weather bug located at Cranston High School East.

- C. For the purpose of "summer work," runs will be given by seniority according to the size bus that is driven during the school year. After assignments of runs have been made, those remaining will be given by overall seniority.
- D. If a mechanic 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.
- E. Employee must work 2/3 of school year or more to be eligible for summer work. However, if there are not enough union employees eligible, all remaining union members will be offered work prior to any non-union employees.

ARTICLE III

SELECTION AND APPOINTMENT

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

~~All new employees hired as of July 1, 2011 and during the term of this agreement shall be a one year probationary, non-union employee and will have no rights or recourse to dismissal as to the provisions of this agreement. These employees will not receive any benefits that the Bargaining Unit members are entitled to and will not be required to pay Union dues during the probationary period.~~

B. Notice of vacancies and/or new positions shall be posted on the Transportation bulletin board at the Park View Garage, Fletcher Avenue Garage, and Transportation\Plant Operations office for a five (5) workday period including one work Monday. Such notice shall state the schedule and hours. Any person interested in the posted position must apply in writing to the Director within the five (5) work day posting period. The notice shall be dated and shall designate the last day on which applications for the vacancy will be accepted. If an employee is awarded the bid, that employee will be placed in the new assignment within ten (10) workdays.

If the employee cannot take the new assignment within the ten (10) work days, the bid will be awarded to the next senior bidder. In the event there are extenuating circumstances, the Director of Transportation shall notify the Business Manager or designee.

1. Postings will include a copy of the run sheet and will show if the run is more than 180 days.
2. Vacancies or new runs shall be posted at Fletcher Avenue Garage, Park View Garage and Briggs within ten (10) days for any members of the bargaining unit to bid on.
3. If a vacancy or a new run is posted during the months of May or June, the Driver will be awarded the run but not moved to the run until September.
4. Mail run shall pay minimum of three (3) hours.

- C. At the time of initial employment, the School Department will supply the new employee with a copy of the current existing working agreement.
- D. Bus drivers shall be permitted to exercise the provisions of paragraph B above no more than twice each school year.
- E. The School Committee agrees to pay for any physical examination required by state law for drivers to secure a school bus driver's license and mechanics if related to their jobs.
- F. The Business Manager of the Union shall be notified of all openings, vacations, vacancies, proposed changes and any and all matters relating to all Union members' duties in the bargaining unit.
- G. Annual increases will be given to employees hired prior to January 1st. An employee hired after January 1st shall remain on the step at the time until the following year.

ARTICLE IV

SECURITY

- A. All employees covered by this agreement, who are members of the Union on the effective date of this agreement, shall remain members of the Union for the life of this Agreement.
- B. The Union agrees to provide the Human Resource Office of the Cranston Public Schools properly executed individual membership cards for each member of the Union as soon as membership is established.

ARTICLE V

PAYROLL DEDUCTIONS

Section 1. During the term of this Agreement, every employee in the bargaining unit who is not a member of the Union shall, as a condition of employment, on and after the effective date of this Agreement, unless otherwise stated herein, pay to the Union a monthly service charge in the amount equivalent to the then current dues uniformly required for members of the Union. The initiation fee can be deducted from the new employee's pay over six (6) pay periods equal to three hundred (\$300) dollars. An authorization must be signed by the employee permitting the school department to make these deductions.

Section 2. The failure of any employee to maintain membership or pay the service charge required of non-members in accordance with the terms of the Agreement shall be considered grounds for dismissal under the provisions of this contract. Upon notification by the Union of such failure on the part of any employee, the Cranston Public Schools Department agrees to discharge such employee, provided however, that nothing contained herein shall be construed so as to place any obligation upon the Cranston Public Schools Department to discharge any employees for failure to maintain membership in the Union if the membership was terminated for reasons other than the failure of the employees to tender the periodic dues and initiation fees uniformly required as a condition of maintaining membership.

Section 3. The Cranston Public Schools shall deduct from the current wages of employees, in accordance with the express terms of a signed authorization to do so, the weekly dues of the Union or the service charges including the Laborers' National (Industrial) Pension Fund Contribution Surcharge provided in Article XXI. Such deductions shall be made bi-weekly each month for which they are due and shall be forwarded to the Secretary-Treasurer of the Union, together with a check-off list setting forth the names of the employees and the amount of deduction. If any employee has no earnings due for that paycheck, the Union shall be responsible for collecting said dues. The Union will give the Cranston Public Schools thirty (30) days' notice of any change in the amount of uniform dues to be deducted.

Section 4: The Union shall indemnify, defend, and save the Cranston Public Schools harmless against any and all claims, demands, suits or other forms of liability and for all legal costs excluding costs incurred by the Cranston Public Schools that shall arise out of or by reason of action taken or not taken by the Cranston Public Schools in complying with the provisions of this Article. The Union shall further indemnify and hold harmless the Cranston Public Schools for any claims of ERISA violations as a result of payroll deductions.

Section 5: Deductions made under the provisions of this Article will be transmitted at intervals of no greater length than every two (2) weeks to the Secretary-Treasurer, Local 1322 at 410 South Main Street, Providence, RI 02903.

ARTICLE VI**SAVINGS CLAUSE**

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

ARTICLE VII**SENIORITY**

- A. Seniority shall be defined as total length of regular and continuous employment within the transportation division of the Cranston Public Schools. Seniority shall begin upon appointment of employee by the School Committee. In the case of a tie, date of application will be used. Should the date of application be the same, seniority shall be determined by lottery.
- B. Seniority shall continue to accrue during any approved leave of absence for a period not to exceed one (1) year and shall be broken when an employee covered by this agreement terminates voluntarily or is terminated under the provisions of Article XIV of this agreement, or fails to return to work on the date specified at the time the leave was granted.
- C. A seniority list of all employees covered by this agreement shall be provided to the Union and shall be posted by the Committee no more frequently than once a year.
1. By November of each year, the Transportation Office shall mail to each member a seniority list and a total of accrued sick days.

- D. Seniority shall control the order of layoff and recall. A two-week notice of layoff shall be given, except in cases where the bus runs are cancelled. When recalled, an employee must return within two (2) weeks. Failure to return upon recall as stated wherein will result in the voluntary termination of the employee.
- E. When a vacancy and/or new position become available, it shall be filled within rank by the employee with the most seniority. Bus Drivers and Mechanics shall be placed in separate classifications for the purpose of seniority and will enjoy bumping and bidding rights only within their own classification.
- F. Each employee covered by this agreement shall be allowed to examine his/her own personnel file, providing a twenty-four (24) hour notice is given to the Human Resource Office. Confidential and privileged information such as credentials, letters of reference from individuals or former employers, are exempt from review. Confidential and privileged material shall be removed from the file prior to review. The employee may be permitted to reproduce his/her file, other than confidential or privileged material, provided that the individual assumes the cost of reproduction.
- G. There will be a sign up sheet for snow removal for all union members.

ARTICLE VIII
SPECIAL TRIPS

- A. "Special trips" are defined as the following: interscholastic sports and field trips.
- B. Insofar as is practical, drivers will be assigned by seniority according to the size vehicle they normally drive and which is needed for the "special trip." If no driver becomes available by seniority by size vehicle, the Director of Transportation will assign by size vehicle, the least senior driver, and there shall be no options for refusal. A force list shall be established.
- C. Bus drivers shall be compensated for a minimum of two (2) hours when assigned for Special Trips as defined under this Article, except nights, weekends, and holidays at which time Drivers will be compensated for a minimum of four (4) hours. If possible, Drivers shall receive at least five (5) days' notice of said trips. Mechanics shall be paid a minimum of three (3) hours when called back to perform duties after regular working hours. Any Driver "called back" to perform any unscheduled work shall be paid for a minimum of three (3) hours.
- D. When a trip is cancelled, the driver who had been assigned shall, within the same work week, be given the opportunity to be given the trip which had been assigned to the least senior driver, provided the cancellation falls under the following:

1. If a trip is cancelled on Saturday or Sunday, the reschedule shall be for trips Tuesday through Friday.
2. If a trip is cancelled on Monday, the reschedule shall be for trips Wednesday through Friday.
3. If a trip is cancelled on Tuesday, the reschedule shall be for trips on Thursday or Friday.
5. If a trip is cancelled on Wednesday, the reschedule shall be for trips on Friday.

There shall be no rescheduling of trips cancelled on a Thursday or Friday.

- E. For the purpose of this Article, night trips shall be defined as trips that commence on or after 4:00 p.m. and finish after 6 p.m.
- F. All Holiday and Sunday trips shall be assigned on a rotating basis for those Drivers who have signed up for such trips by seniority.
- F. If a sick day, Holiday, or vacation time falls during the period a Driver is working a regular special run, computation for said pay shall be the average hours worked during the previous four (4) weeks.
- G. The Director of Transportation shall notify the Business Manager within ten (10) working days following the assignment of a Driver to a regular special run.
- H. Any Driver signing up for field trips shall not sign up for weekends or holidays only. A Driver must also be available for either weekday or week-night trips, except in cases of emergency.

- I. Regular special runs shall be defined as those runs serving programs where transportation is needed for a period of eight (8) consecutive weeks or more during the school year.
- J. If a Driver is called by telephone for a special trip taking place the following day and they are not home, there is no answer, or an answering machine answers, no message will be given and the next available Driver will be called.
 - 1. If a Driver is called by telephone for a trip taking place two (2) days in advance, and there is no answer, they will not receive another call. If the phone is answered by someone other than the driver or an answering machine answers, a message shall be left. The Driver must return the call by 10:00 a.m. the following day. If not, the next available Driver will be called.
- K. If two (2) or more Drivers appear for the same trip and fewer buses are required, the senior Driver shall have the option to do the trip.
- L. Trip sheets will be posted for special needs buses.

ARTICLE IX

WORK SCHEDULES

- A. The work day, work week, and work year of each Driver will be required by the assigned route.
- B. The minimum workday shall be four (4) hours.
- C. Bus Drivers shall be responsible for the inspection of safety devices and

cleanliness of buses. In fulfilling these responsibilities and duties, Bus Drivers shall:

1. Sweep buses and clean windshields daily. Upon request, cleaning materials will be provided by School Department.
 2. Perform daily pre-trip inspection as required by Rhode Island State law.
- The above responsibilities and duties shall be performed during regular work hours and the employees shall be compensated at their regular hourly rate.
- D. If, in the opinion of the Driver, the bus does not meet minimum safety Standards, the Transportation Director shall be so informed immediately. Failure to report mechanical problems with the bus or not following procedures set forth by the Director of Transportation may result in disciplinary action.
- E. Every effort will be made each year to assign schedules, hours, and routes consistent with the previous year's schedule, hours, and routes.
- F. Kindergarten runs will be considered a part of a Driver's regular run and compensation will be assessed on a minimum of two (2) hours. When a Driver of a bus with a Kindergarten run expects to be out for more than two (2) consecutive days, the Director of Transportation shall assign another Driver for that period according to seniority from a list of Drivers wanting Kindergarten runs.
- (1) Every effort will be made to schedule more senior Drivers to Kindergarten runs that are longer than two (2) hours.

- G. Assigning of Bus Driver duties by the Director of Transportation or his designee during a “lay-over” period between regularly scheduled runs shall not be considered “special runs”.
- H. At the discretion of the Director of Transportation, Bus Drivers may be required to attend in-service meetings. Compensation for attending in-service meetings shall be at the Driver’s regular hourly rate for a minimum of three (3) hours.
- I. Drivers assigned runs to schools other than Cranston’s are required to complete those runs as scheduled in that school’s calendar.
- J. Drivers are responsible for School department equipment signed out to them. If the Driver is negligent and the equipment is lost or stolen, the Driver is held responsible. If the equipment is locked and concealed in their vehicles or is in their dwelling (not a common hallway) and said equipment is stolen, the Driver will not be held responsible. In all cases of missing equipment, The Police Department must be notified and a Police Report must be filed.

ARTICLE X

OVERTIME

- A. Overtime work is defined as time over forty (40) hours per week excluding Mechanics, whose overtime is defined as time over eight (8) hours per day. The rate for overtime work requested by the School Department will be at the rate of time and one-half of the employee’s regular hourly rates.

- B. Summer assignments shall be made according to the seniority of employees desiring summer employment. For employees of large buses, a voluntary, non-compensated job selection meeting (jamboree) will be held prior to the end of the school year. For drivers of small buses, a voluntary, non-compensated job selection meeting (jamboree) will be held on or about the 3rd Friday in June. If an insufficient number of employees express an interest in summer employment, assignments will be made and must be accepted on a seniority basis: the least senior being assigned first.
- C. Compensation for assigned work on legal holidays and on Sundays shall be double time the Driver's regular hourly rate.

ARTICLE XI

MANAGEMENT RIGHTS

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, demote, transfer, evaluate, assign, and retain employee's 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 actions as may be necessary to carry out the mission of the Cranston Public Schools.

7. Determine the methods, means, and personnel by which operations are to be carried on.
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 Cranston Public Schools.

ARTICLE XII

LEAVES OF ABSENCE

A.

1. Members of the bargaining unit governed by the provisions of this agreement shall be allowed to accrue one (1) day of sick leave per month provided the members of the bargaining unit work ninety percent (90%) of the month. If, however, a member is absent more than ten (10) percent of the work days in two (2) or more months of a fiscal year, no accrual will take place for the second month, third month, etc. Months do not need to be consecutive.

Effective October 7, 2011 accrued sick days/sick banks for all Bargaining Unit members shall be frozen as set forth in Exhibit C attached hereto and made a part of hereof. And no unused sick days shall be allowed to accumulate or be added during the term of this Agreement for purposes of payout to Union members who have worked for the transportation department for ten (10) years or more upon retirement from the Cranston Public Schools. In the event that any Bargaining Unit employee has accrued and exhausted ten (10) days of sick leave in a contract year, and only in that event, that member will be allowed to access any sick days that he or she

has accumulated. Notwithstanding the above, ~~Bargaining Unit members~~ Bus Drivers may accrue up to ~~five (5)~~ **ten (10)** days of unused sick time **per year, not to exceed sixty (60) days in total; and mechanics may accrue up to twelve (12) days of sick time per year, not to exceed sixty (60) in total. days** but **However**, as stated above, this will not be counted as part of the payout at the end of their term.

2. The Committee reserves the right to request a medical certificate when an absence for personal illness in excess of three (3) days is recorded. The medical certificate will require the nature of the illness, next scheduled evaluation and return date. This provision cannot violate HIPAA (Employer's Guide to HIPAA Privacy Requirements, Section 200, pages 6 and 7). At any time, at the option of the Administration, the union members may be required to submit to an examination by a physician selected by the Administration.
3. In the event that the earned sick leave of a union member has been exhausted, a written request may be made for the extension of leave, without compensation, for a period not to exceed six (6) calendar months or the remainder of the school year, whichever is longer. A request for such an extension of sick leave must be made in writing to the Superintendent of Schools and be accompanied by a medical certificate stating the nature of the illness and necessity for leave.
4. Workmen's Compensation benefits shall be provided for members of the bargaining unit. The payment received by a member of the

bargaining unit under provisions of the Workmen's Compensation Act shall be in lieu of any contractual salaries or wages payable to said union member.

5. If a Holiday falls while an employee is on sick leave, said day will be paid as a Holiday and not be charged against sick leave.
6. Union members who achieved perfect attendance during the school year shall be entitled two (2) days' pay. Union members who have worked for the Transportation Department for ten (10) years or more, upon retiring from the Cranston Public Schools shall receive compensation for sick days they have accumulated at a rate of \$20.00 per day for the total number of sick days accumulated. Union members who have worked for the Transportation Department for twenty (20) years or more and have accumulated a minimum of 120 days, upon retiring from the Cranston Public Schools shall receive compensation for sick days they have accumulated at a rate of \$50.00 per day for the total number of days accumulated.

B. BEREAVEMENT

1. In case of death in the immediate family, (father, mother, sister, brother, son, daughter or spouse) all employees governed by the provisions of this agreement maybe absent for a period of seven (7) calendar days including the day the death occurs without loss of pay.

2. In case of death of a Mother-in-law, Father-in-law, Grandparent, Grandchild, Son-in-law, Daughter-in-law, Brother-in-law, or Sister-in-law, the employee may be absent for a period of four (4) workdays, including the day the death occurs.
3. In the case of death of a relative by blood or marriage not listed in #1 or #2 above, the employee may be absent on the day of the funeral without loss of pay.
4. In the event that additional time is necessary to travel long distances in cases of bereavement the employee may be granted such travel time at the discretion of the Director of Transportation, but such additional time will be taken without compensation.

C. JURY DUTY

1. Leave for jury duty shall be granted and the difference between the union member's normal salary and the salary paid for jury duty shall be paid to the union member.

D. MILITARY LEAVE

1. Any employee covered by 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 Public Schools System during said leave.

- E. Payment under this Article shall be based upon the employee's average Work day, excluding overtime.

F. UNION REPRESENTATION LEAVE

1. At the discretion of the union, members of Local 1322 shall be granted a total of fifteen (15) days per year for the purpose of engaging in local, state, and/or national union activities without loss of pay, provided the union pay for the cost of substitutes.

G. PERSONAL LEAVE

1. A written request for an unpaid leave under this section (H) must be made not less than thirty (30) days prior to the date the leave is to begin. There may be exceptions in the case of extreme emergencies. Leave for the remainder of the school year (up to one (1) full year) may be granted at the discretion of the Superintendent.
2. Seniority shall continue to accrue during the period of personal leave.
3. All benefits will be discontinued during the period of personal leave granted under this section.
4. Employees granted leave under this section who fail to return to work at the expiration of personal leave will be considered to have

voluntarily terminated their services with the Cranston Public Schools.

5. The Committee agrees to return the employee to at least a position comparable to the position from which leave was granted.

I. FAMILY ILLNESS

1. Members may be granted two (2) days compensation from accrued sick leave for family illness. Physician's Certificate stating the nature of the illness may be required.

H. Regardless of the nature of unpaid leave, members shall have the option to continue in the group health plan by making monthly contributions, at no expense to the Cranston Public Schools.

I. Summer Work-III Time

1. Drivers who are scheduled or anticipate surgery during the summer may bid on summer work provided they can work a minimum of three (3) weeks of the program.
2. Drivers must inform the Transportation Director prior to the jamboree for summer work and are responsible for finding their own replacements.
3. The Transportation Director must be informed of who shall be the replacement driver prior to the summer jamboree.
4. Neither driver is eligible for sick time during the summer.

5. Drivers who are assigned summer runs and cannot complete the run due to injury or illness not related to the job must submit a physician's note as to the reason.
6. If a driver has worked fifty (50%) percent of the scheduled days of the program and has sick time, the driver shall receive sick pay.
7. Drivers that are assigned a summer run shall be allowed to take up to four (4) sick days if needed. These days do not count toward the fifty (50%) of the scheduled days of a program.
8. Under this provision 230 day drivers are excluded.

ARTICLE XIII

HEALTH INSURANCE

- A. The Committee shall provide individual or family coverage for medical insurance, including a ~~student dependent~~ rider to age 24-26. The Committee will have the option of offering multiple plans for all employees and applicable riders ~~as outlined in plan dated July 1, 2008. Effective October 7, 2011~~ All bargaining unit members will be responsible for a twenty (20%) percent cost based upon their plan. ~~With regard to 2012-2013, all bargaining unit members will pay the same cost share that is in effect for the teachers, but no more that the twenty (20%) percent.~~ Payments under this article shall be subject to section 125 of the IRS code. **Effective January 1, 2016 medical benefits shall be as set forth in Exhibit B which shall include a \$250 deductible for an individual plan and a**

\$500.00 deductible for the family plan. The administration agrees to reimburse a bus driver/mechanic for 50% of the deductible paid by the bus driver/mechanic, up to a maximum of \$250.00. That reimbursement shall be made within thirty (30) days following the end of the calendar year. For the calendar year 2018, and any subsequent year, bus drivers/mechanics shall be solely responsible for payment of the entire deductible.

B. The Committee shall provide the individual or family plan dental insurance, including a ~~student-dependent~~ rider to age ~~24~~ **26. The annual maximum dental coverage will be \$1500 per person and the Orthodontic rider lifetime maximum will be \$1500 per person. ~~All applicable riders as outlined in the plan dated July 1, 2008 will apply to said coverage. The dental plan is as set forth in Exhibit C. Effective October 7, 2011~~ **All bargaining unit members will be responsible for twenty (20%) percent cost share. With regard to 2012-2013 all bargaining unit members will pay the same cost share that is in effect for teachers, but not more than twenty (20%) percent.** Payments under this article shall be subject to section 125 of the IRS code.**

C. The Committee will not offer health and \or dental insurance coverage if the employee is covered as a dependent under another plan provided by the Cranston School Department or the City of Cranston.

~~Employee A and employee B's health coverage shall be adjusted pursuant to a Memorandum of Agreement executed by the parties. Employee A's coverage will be eliminated and Employee B's coverage will be reduced from family coverage to individual coverage. As to Employee A, coverage will not be available for the duration of this agreement unless satisfactory written evidence is presented to the Committee establishing that the coverage that is available to him or her through the spouse's employment is no longer available. As to Employee B, no coverage shall be available for the duration of this agreement unless satisfactory written evidence is presented to the Committee indicating that there has been a change in the circumstances which would require family coverage.~~

D. The Committee shall provide a \$20,000 group life insurance plan.

ARTICLE XIV

TERMINATIONS

1. Unauthorized absences, incompetence, insubordination, conduct unbecoming a School Department Employee, or other acts which may be considered not in the best interest of the Cranston Public Schools may be considered just cause for dismissal.
2. Incompetence is defined as:
 - A. Unsafe Driving Habits.
 - B. Accidents due to Driver negligence.

- C. Violations of State Law or Regulations of the Registry of Motor Vehicles.
 - D. Violation of Cranston School Committee Policies and related administrative regulations.
3. Insubordination is defined as: Refusal of an n Employee to carry out the directions of a Superior.
 4. Conduct unbecoming to a School Department Employee is defined as: flagrant and frequent acts of discourtesy to School Administrators, Parents, Students and School Principals.
- B. It is the driver's responsibility to meet all State and Federal requirements now and in the future in order to qualify for being a school bus driver in the State of Rhode Island. If these requirements are not met by August 1st of each year, the Driver will receive:
- 1ST Offense: Five (5) Workday Suspension without pay
 - 2ND Offense: Twenty (20) workday suspension without pay
 - 3RD Offense: Termination

ARTICLE XV

GRIEVANCE PROCEDURE

- A. **STEP 1** – Any employee who believes he/she has a legitimate complaint, may, with a union representative present, discuss the complaint with his/her superior within ten (10) working days of the knowledge of the event leading to the complaint.
- B. **STEP 2**

1. If no satisfactory resolution has been reached, a grievance shall be reduced to writing within ten (10) working days following the Step 1 meeting and forwarded to the Chief Operating Officer. The signed grievance shall include:

- a. Name and position of grievant.
- b. The date of occurrence of the complaint being grieved and the facts involved.
- c. The corrective action requested.

2. A hearing to discuss the grievance shall be held by the Chief Operating Officer within ten (10) working days following receipt of the grievance.

3. The Chief Operating Officer shall render a decision in writing within ten (10) working days following the hearing at Step 2.

C. STEP 3

1. If no satisfactory resolution has been reached at Step 2 or if no decision is rendered, the grievance may be appealed to the Superintendent of Schools within ten (10) working days following receipt of the decision at Step 2.

2. The Superintendent will conduct a hearing of the grievance within twenty (20) working days of receipt of the appeal to Step 3. The Superintendent shall render a decision within fifteen (15) working days following the hearing at Step 3.

D. STEP 4 – Arbitration

1. If no satisfactory resolution has been reached at Step 3, or no decision is rendered, the union may, within fifteen (15) working days after the decision at Step 3, give to the Committee written notice that the matter is to be submitted to Arbitration under the rules of the American Arbitration Association.

a. The Committee and the Union may agree upon a mutually acceptable Arbitrator or either party may make request for a list of Arbitrators to the American Arbitration Association.

b. The Parties will be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association regardless of how the Arbitrator is selected.

c. The decision of the Arbitrator shall be final and binding on all matters regarding a grievance filed under the provisions of this article, except that the Arbitrator may not add or subtract nor modify the terms of this agreement; and no appeal shall be taken except as provided by the General Laws of the State of Rhode Island.

E. TIMELY GRIEVANCES

1. Grievances which are not received by a Superior within the provisions of paragraph B1 above, or which are not appealed within the stated time limits, shall be considered as waived and not entitled to further consideration.

2. If the Administration fails to respond to a grievance at any step within the specified time limits, the Union may proceed to the next step of the grievance procedure.
3. The Union agrees to screen grievances in order to prevent unnecessary grievances from consuming the time of the Parties.
 - F. Grievances regarding the termination of an employee may be initiated at step 3 of this grievance procedure.
 - G. The Union agrees that it will not bring or continue, and that it will not represent any employee in, any grievance that is substantially similar to a grievance denied by the decision of an Arbitrator; and the Committee agrees that it will apply to all substantially similar situations the decision of an Arbitrator sustaining a grievance.

ARTICLE XVI

GENERAL

- A. This agreement incorporates the entire understanding of the parties on all issues that were or could have been the subject of negotiation.
- B. All Union members covered by the provisions of this agreement will participate in the Municipal Employees Pension Plan and be subject to all provisions as established by the Rhode Island Retirement Board.
- C. A three (3) day notice to the Director of Transportation is required in the event a Union member is to be absent for reasons other than emergencies

such as Doctors and Dentists appointments and other such reasons normally known to the employee far in advance.

ARTICLES XVII

HOLIDAYS

A. ~~During 2011-2012 all bargaining unit member will be entitled to the following paid holidays:~~

- ~~LABOR DAY~~ ~~CHRISTMAS DAY~~ ~~NEW YEAR'S DAY~~
- ~~VETERANS DAY~~ ~~THANKSGIVING DAY~~
- ~~GOOD FRIDAY~~ ~~DAY AFTER THANKSGIVING~~
- ~~ELECTION DAY (WHEN SCHOOLS ARE NOT IN SESSION)~~
- ~~MEMORIAL DAY~~ ~~MARTIN LUTHER KING DAY~~
- ~~JEWISH HOLY DAYS (WHEN LISTED AS A HOLIDAY ON THE~~
- ~~SCHOOL CALENDAR)~~

~~With regard to 2012-2013 A~~ all bargaining unit members will be entitled to the following paid holidays:

- LABOR DAY
- COLUMBUS DAY
- VETERANS DAY
- CHRISTMAS DAY
- NEW YEAR'S DAY
- GOOD FRIDAY

THANKSGIVING DAY	ELECTION DAY (WHEN SCHOOLS ARE CLOSED)
DAY AFTER THANKSGIVING	MEMORIAL DAY
MARTIN LUTHER KING DAY	

- B. In order to be eligible for compensation for any of the above Holidays, a Driver must have worked the last regular workday before the Holiday and the next regular workday following the Holiday. Notwithstanding the above, compensation for a Holiday may be made to a Union Member who has been absent, at the discretion of the Chief Operating Officer.
- C. Computation for Holiday pay shall be based on the Employee's average workday excluding all overtime activity.
- D. Holidays falling on Sunday and celebrated on Monday shall be included providing all other criteria are met.
- E. Those Employees assigned to work between July 1st and August 31st shall receive the two (2) additional paid Legal Holidays of Independence Day and Victory Day, providing provisions of paragraph B above have been complied with. If a summer program begins the day after July 4th, the Driver shall be paid for the Holiday.

ARTICLE XVIII

VACATIONS

- A. As of September, those employees who have completed one (1) full year of service with the Cranston Public Schools, Transportation, as a driver or

mechanic will be granted one (1) week vacation, to be taken during the Holiday recess period.

- B. As of September, those employees who have completed three (3) years of service with the Cranston Public Schools, Transportation, as a driver or mechanic will be granted two (2) weeks vacation, to be taken during the recess periods.
- C. As of September, those employees who have completed six (6) years of service with the Cranston Public Schools, Transportation, as a driver or mechanic will be granted three (3) weeks vacation, to be taken during the recess periods.
- D. Those employees, who have completed ten (10) years of service with the Cranston Public Schools as a **mechanic**, will be granted four (4) weeks of vacation. ~~notwithstanding the provisions of any previous contracts (i.e. any drivers who had been entitled to four weeks vacation under prior contracts are not entitled to a fourth week under this agreement).~~ Vacation will be taken during the three recess periods and the fourth week will be paid at the end of the school year with the approval of the **Director of Transportation.**
- E. In the event an employee is required to work during his/her designated vacation period, that employee shall receive vacation pay in addition to salary for work performed, **or in lieu of the vacation pay, vacation at a later date as requested by the employee and subject to approval by the Director of Transportation.**

- F. ~~Effective with the 2003-2004 School Year and thereafter, Drivers and/or Mechanics will have their vacation time pro-rated based upon the number of paid work days from the previous school year.~~

ARTICLE XIX

LONGEVITY

- A. ~~Regularly appointed employees governed by the provisions of this agreement shall receive an annual longevity increment of \$400.00 after having completed ten (10) years of continuous service as of September 1st with the Cranston Public Schools, as a driver, mechanic or tradesperson~~
- B. ~~Annual longevity increment of \$575.00 shall be given to those employees having completed fifteen (15) years of continuous service as of September 1st with the Cranston Public Schools, driver, mechanic or tradesperson~~
1. ~~The increment shall be included as of the beginning of the salary year following the completion of ten (10) or fifteen (15) continuous years of service and annually thereafter.~~
 2. ~~Every effort shall be made by the Cranston Public Schools to pay by separate check no later than the first pay period in October of each year.~~
- C. ~~Sections A and B will be increased by \$100.00 in year two of the contract as well as year three.~~

~~Contract Year~~ ~~10 year~~ ~~15 year~~

2008-2009	\$500.00	\$675.00
2009-2010	\$600.00	\$775.00
2010-2011	\$600.00	\$775.00

ARTICLE XIX

NO STRIKE – NO LOCKOUT

During the term of this agreement the Union agrees that there shall be No lockouts, strikes, walkouts, sit-ins, slow-downs, or other interruptions, suspensions or cessation 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 others or between the School Department and others. The School Department agrees not to lock out union employees.

ARTICLE XX

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA NATIONAL

(INDUSTRIAL) PENSION FUND

Section 1. ~~Effective July 1, 2014~~ Tthe Employer shall contribute to the Laborers' International Union of North America National (Industrial) Pension Fund the sum of fifty-four (.54) cents per hour for each hour paid to employees covered under the Collective Bargaining Agreement.

~~Effective July 1, 2012 the Employer shall contribute to the Laborers' International Union of North America National (Industrial) Pension Fund the sum of fifty-four (.54) cents per hour for each hour paid to employees covered under the Collective Bargaining Agreement.~~

Section 2. The payment to the Pension Fund required above shall be made to the "Laborers' International Union of North American National (Industrial) Pension Fund" which was established under an Agreement and Declaration of Trust, a copy of which has been signed by the Employer in the place provided at the end of such Agreement.

Section 3. It is agreed that all contributions shall be made at such time and in such manner as the Trustees require; and the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Pension Fund.

Section 4. ~~Effective October 7, 2014 P~~participating Bargaining Unit employees shall be responsible to pay any "Contribution Surcharge" ~~(presently ten (10%) percent of the regular monthly contribution)~~ through payroll deduction. Further, the payroll deduction contained in Article V relating to the laborers' National (Industrial) Pension Fund shall be adjusted going forward in accordance with Exhibit D attached hereto and made a part hereof. The Cranston Public Schools will submit the participating Bargaining Unit members' contribution to the Fund.

Article XXII

Successor and Assigns

This agreement shall be binding upon the City of Cranston School Committee and the Union and its successor and assigns. No provision herein contained shall be nullified or effected in any manner as a result of any change in the administration of the Cranston School Committee. Should any article, section or clause of this agreement be declared illegal by a Court of competent jurisdiction, Rhode Island General Law(s) and or Federal Law(s) then that article, section or clause shall be deleted from this agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.

ARTICLE XXIII

DURATION OF AGREEMENT

Section 1. The provisions of this Agreement will be effective July 1, 2014, unless otherwise stated herein, and will continue in full force and effect until June 30, 2017. This agreement shall be effective as of the first date stated in this Agreement, and shall remain in effect until midnight of June 30, 2017, and shall be automatically renewed thereafter from year to year unless notice of termination or a desire to modify or change this

agreement is given in writing by either party at least ninety (90) days before the expiration date.

Section 2. Any changes or modifications to this agreement may be made by either party and must be submitted in writing.

IN WITNESS WHEREOF, the parties hereby have caused their presents to be signed by their duly authorized representatives on the day of _____, 2014

ANDREA IANNAZZI
CRANSTON SCHOOL COMMITTEE

RONALD R. COIA
RHODE ISLAND LABORERS'
DISTRICT COUNCIL on behalf of
LOCAL UNION 1322

JUDITH LUNDSTEN
SUPERINTENDENT OF SCHOOLS

ARTHUR J. JORDAN
BUSINESS MANAGER
LOCAL UNION 1322

Exhibit A (a) (b) (c)**DRIVER**

STEP	2014/2015	2015/2016	2016/2017
1	15.46	15.77	15.77
2	15.74	16.05	16.05
3	16.04	16.36	16.36
4	16.33	16.66	16.66
5	16.63	16.96	16.96
6	16.95	17.29	17.29
7	17.15	17.49	17.49
8	17.47	17.82	17.82
9	17.80	18.16	18.16
10	18.13	18.49	18.49

MECHANIC

STEP	2014/2015	2015/2016	2016/2017
1	18.89	19.27	19.27
2	19.39	19.78	19.78
3	19.83	20.23	20.23
4	20.30	20.71	20.71
5	20.74	21.15	21.15
6	21.24	21.66	21.66
7	21.53	21.96	21.96
8	21.88	22.32	22.32
9	22.30	22.75	22.75
10	22.72	23.17	23.17

GARAGE ASSIST

STEP	2014/2015	2015/2016	2016/2017
1	15.46	15.77	15.77
2	15.74	16.05	16.05
3	16.04	16.36	16.36
4	16.33	16.66	16.66
5	16.63	16.96	16.96
6	16.95	17.29	17.29
7	17.15	17.49	17.49
8	17.47	17.82	17.82
9	17.80	18.16	18.16
10	18.13	18.49	18.49

ADDEDNUM TO COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE CRANSTON SCHOOL COMMITTEE

AND

**THE RHODE ISLAND LABORERS' DISTRICT COUNCIL
ON BEHALF OF LOCAL UNION 1322**

Whereas, the undersigned Union and Employer are parties to a collective bargaining agreement that provides for contributions to the Laborers' National (Industrial) Pension Fund; and;

Whereas, the Pension Fund's Board of Trustees has adopted a Funding Rehabilitation Plan ("Plan") dated July 26, 2010, to improve the Fund's funding status over a period of years as required by the Pension Protection Act of 2006 ("PPA"); and

Whereas, a copy of the Plan has been provided to the Union and the Employer; and

Whereas, the Plan in accordance with the PPA, requires that the signatories to every collective bargaining agreement providing for contributions to the Pension Fund adopt one of the schedules included in the Plan; and

Whereas, the Union and the Employer have agreed to adopt the Plan's Preferred Schedules and wish to document that agreement;

It is hereby agreed by the undersigned Union and Employer as follows:

1. The Addendum shall be considered as part of the collective bargaining agreement. The provisions of this Addendum supersede any inconsistent provision of the collective bargaining agreement.
2. The current contribution rate to the Pension Fund of Seventy-Three (\$.73) cents per hour shall be increased by 10% to the rate of Eighty-One (\$.81) cents per hour with said increase(s) to be an assignment of employee's wages effective July 1, 2014. On each anniversary of that

effective date for the term of the collective bargaining agreement, the contribution rate then in effect shall be increased by another 10% (rounded to the nearest penny) with said increase(s) to be an assignment of employee's wages. Notwithstanding anything to the contrary, the employer will only be responsible to pay Fifty-Four (\$.54) cents per hour, and participating bargaining unit employees will be responsible to pay any required contribution above that.

3. With regard to benefits under the Pension Fund, the Plan's Preferred Schedule provides that the Pension's Fund current plan of benefits for the group will remain unchanged with the following exceptions:
 - (a) Benefit accruals for periods after adoption of the Preferred Schedule will be based on the contribution rate in effect immediately before the Preferred Schedule goes into effect for the group, not on the increased rates required by this Schedule.
 - (b) Effective April 30, 2010 and until the Rehabilitation Plan succeeds, the Pension Fund is not permitted by the PPA to any lump sum benefits or pay any other benefit in excess of the monthly amount that would be payable to the pensioner under a single life annuity. This means that the Fund must suspend its Partial Lump Sum option, Social Security Level Income option, and Widow/Widower Lump Sum option. Exceptions are made for a lump sum cash-out of a participant or beneficiary whose entire benefit entitlement has an actuarial value of \$5,000.00 or less and for the Fund's \$5,000.00 death benefit.
 - (c) The Board of Trustees continues to have discretionary authority to amend the Rules & Regulations of the Pension Fund, including the Rehabilitation Plan, within the bounds of applicable law.
4. The Plan as a whole is deemed to be a part of the Preferred Schedule.
5. This Addendum shall be effective as of July 1, 2014 which date is the same date on which the contribution rate increase under paragraph 2 is first effective.

To acknowledge their agreement to this Addendum, the Union and the Employer have caused their authorized representatives to place their signatures below:

Dated: _____

FOR THE EMPLOYER:

CRANSTON SCHOOL COMMITTEE

Witness

FOR THE UNION:

RI LABORERS' DISTRICT
COUNCIL on behalf of
LOCAL UNION 1322

Michael F. Sabitoni
Business Manager

LOCAL UNION 1322

Arthur J. Jordan
Business Manager

Witness

10-14-07

**CRANSTON PUBLIC SCHOOLS
COLLECTIVE BARGAINING
FISCAL IMPACT STATEMENT
TRADESMEN
2014 - 2017**

CATEGORY	(ANNUAL INCREMENTAL BUDGET CHANGES FROM PREVIOUS YEAR)				
		2014-2015	2015-2016	2016-2017	TOTALS
SALARY INCREASE	(A)	18,304	9,339	TBD	27,643
LONGEVITY	(B)	(3,525)	(3,525)	(3,525)	(10,575)
RE-INSTATEMENT OF TWO HOLIDAYS		3,598	3,678	3,678	10,954
FICA TAX		1,139	589	9	1,737
MEDICARE TAX		266	138	2	406
NON-CERTIFIED PENSION	(C)	2,069	1,069	17	3,155
PLAN DESIGN CHANGES					
DEDUCTIBLE SAVINGS	(D)	N/A	(1,700)	(1,700)	(3,400)
EMPLOYEE REIMBURSEMENT	(D)	N/A	850	850	1,700
NET COST (SAVINGS)		21,852	10,437	(668)	31,621

The above excludes the cost of a raise, if awarded, in FYE 2017.

ASSUMPTIONS

(A) SALARY

2014-2015 - \$1.10
2015-2016 - 2.00%
2016-2017 - RE-OPENER

(B) LONGEVITY

ELIMINATION OF LONGEVITY

(C) NON-CERTIFIED PENSION

2014-2015 - 11.26%
2015-2016 - 11.26%
2016-2017 - 11.26%

(D) PLAN DESIGN

DEDUCTIBLE PLAN
*\$250 INDIVIDUAL
*\$500 FAMILY

NOTE: DISTRICT WILL REIMBURSE 50% BACK TO THE EMPLOYEE - MAXIMUM \$250/FAMILY PLAN & \$125/INDIVIDUAL PLAN.

AGREEMENT
between
CRANSTON SCHOOL COMMITTEE
and the
RHODE ISLAND LABORERS' DISTRICT COUNCIL
on behalf of
LOCAL UNION 1322
TRADESPEOPLE UNIT
of the
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA
AFL-CIO
EFFECTIVE: July 1, 2014 through June 30, 2017

SCHOOL COMMITTEE – CRANSTON PUBLIC SCHOOLS

Andrea Iannazzi, Chairperson

Trent Colford

Stephanie Culhane

Jeff Gale

Paula McFarland, Clerk

Janice Ruggieri

Michael A. Traficante

NEGOTIATION COMMITTEE

Judith Lundsten, Superintendent

Jeannine Nota-Masse, Assistant Superintendent

Raymond L. Votto, Jr., Chief Operating Officer

Joseph Balducci, Chief Financial Officer

Joel Zisseron, Director of Transportation

RHODE ISLAND LABORERS' DISTRICT COUNCIL
LOCAL UNION 1322

Arthur J. Jordan, Business Manager\Secretary-Treasurer

Kathleen Albertson

Darlene Griffin

Steve Hogan

Lynn Page

Edward Ferry

AGREEMENT

PREAMBLE

This agreement by the Cranston School Committee, hereinafter referred to as the "SCHOOL COMMITTEE" or "COMMITTEE" and the Rhode Island Laborers' District Council on behalf of Local Union 1322 of the Laborers' International Union of North America, AFL-CIO, hereinafter referred to as the "UNION", located at 410 South Main Street, Providence, RI 02903, has as its purpose the promotion of harmonious relationship between the School Committee and the Union.

PRINCIPLES

- A. This Agreement is entered into to facilitate the adjustment of grievances and disputes between the Employer and Employees, to provide, insofar as possible, for the continuous employment of labor and to establish necessary procedures for the amicable adjustment of all disputes which may arise between the Employer and the Union.
- B. The Employer and the Union encourage the highest possible degree of practical, friendly, cooperative relationships between their respective representatives at all levels. The officials of the Employer and the Union realize that this goal depends primarily on cooperative attitudes between people in their respective organizations at all levels of responsibility and

those proper attitudes must be based on full understanding of and regard for the respective rights and responsibility of both the Employer and the Employees.

- C. There shall be no discrimination against any Employees by reason of race, color, creed, sex, or Union membership.
- D. All reference to Employees in this Agreement designates both sexes and wherever the male gender is used it shall be construed to include male and female employees.
- E. The Employer and the union affirm their joint opposition to any discriminatory practices in connection with employment, promotion, or training, remembering that the public interest remains in the full utilization of an employee's skill and ability without regard to consideration of race, color, creed, sex or national origin.
- F. No Employee covered by this Agreement shall be discharged, demoted, suspended, transferred, or affected in any way because of lawful political beliefs or activities.

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ARTICLE I
RECOGNITION

- A. The Cranston School Committee recognizes LIUNA, Local Union 1322 as the sole and exclusive bargaining representative of all employees in the bargaining unit as defined in case number EE-3633, dated May 15, 2000 by the parties.

~~The bargaining unit shall consist of all Bus Drivers regularly employed to operate motor vehicles belonging to the Cranston Public Schools for the expressed purpose of transporting Cranston students to and from Cranston Public Schools, as designated by the Cranston School Committee, and special trips.~~

~~The bargaining unit shall also include those hourly employees assigned to the transportation department, whose primary duty is to maintain vehicles, but who occasionally are assigned to drive.~~

- B. The bargaining unit shall also ~~include~~ **consist of** those hourly employees assigned to the Office of Plant Operations and who work as Tradespeople.

ARTICLE II
CLASSIFICATION

- A. Tradesperson
1. Employee available five (5) days each week, Monday through Friday for a minimum of forty (40) hours from 7:00am to 3:30pm. Other than in an emergency any change in the work schedule requires a one (1) week notification or overtime will be paid for the first eight (8) hours.
 2. Employee to be available for performing various duties as required by the Director of Plant Operations.
- B. If a tradesperson 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.

ARTICLE III
SELECTION AND APPOINTMENT

- A. The Superintendent or his/her designee shall be responsible for the selection, employment and assignment of all employees covered by this agreement, subject to School Committee approval.
- ~~All new employees hired as of July 1, 2011 and during the term of this agreement shall be a one year probationary, non-union employee and will have no rights or recourse to dismissal as to the provisions of this agreement. These employees will not receive any benefits that the~~

~~Bargaining Unit members are entitled to and will not be required to pay Union dues during the probationary period.~~

- B. Notice of vacancies and/or new positions shall be posted on the ~~Transportation bulletin board at the Park View Garage, Fletcher Avenue Garage, and Transportation/Plant Operations office~~ for a five (5) workday period including one work Monday. Such notice shall state the schedule and hours. Any person interested in the posted position must apply in writing to the Director within the five (5) work day posting period. The notice shall be dated and shall designate the last day on which applications for the vacancy will be accepted. If an employee is awarded the bid, that employee will be placed in the new assignment within ten (10) workdays.

If the employee cannot take the new assignment within the ten (10) work days, the bid will be awarded to the next senior bidder. In the event there are extenuating circumstances, the Director of Plant Operations shall notify the Business Manager or designee.

1. ~~Vacancies or new runs shall be posted at Fletcher Avenue Garage, Park View Garage and Briggs~~ within ten (10) days for any members of the bargaining unit to bid on.

- C. At the time of initial employment, the School Department will supply the new employee with a copy of the current existing working Agreement.

- D. The School Committee agrees to pay for any physical examination required by state law for tradespeople if related to their jobs.
- E. The Business Manager of the Union shall be notified of all openings, vacations, vacancies, proposed changes and any and all matters relating to all Union members' duties in the bargaining unit.
- F. Annual increases will be given to employees hired prior to January 1st. An employee hired after January 1st shall remain on the step at the time until the following year.

ARTICLE IV

SECURITY

- A. All employees covered by this agreement, who are members of the Union on the effective date of this agreement, shall remain members of the Union for the life of this Agreement.
- B. The Union agrees to provide the Human Resource Office of the Cranston Public Schools properly executed individual membership cards for each member of the Union as soon as membership is established.

ARTICLE V

PAYROLL DEDUCTIONS

Section 1. During the term of this Agreement, every employee in the bargaining unit who is not a member of the Union shall, as a condition of employment, on and after the effective date of this Agreement, unless otherwise stated herein, pay to the Union a monthly service charge in the

amount equivalent to the then current dues uniformly required for members of the Union. ~~All new probationary non-union employees will not be required to pay Union dues for a period of one year from their date of hire. All probationary employees must remit, to the Union, any dues or initiation fees due after one year of employment.~~ The initiation fee can be deducted from the new employee's pay over six (6) pay periods equal to three hundred (\$300) dollars. An authorization must be signed by the employee permitting the school department to make these deductions.

Section 2. The failure of any employee to maintain membership or pay the service charge required of non-members in accordance with the terms of the Agreement shall be considered grounds for dismissal under the provisions of this contract. Upon notification by the Union of such failure on the part of any employee, the Cranston Public Schools Department agrees to discharge such employee, provided however, that nothing contained herein shall be construed so as to place any obligation upon the Cranston Public Schools Department to discharge any employees for failure to maintain membership in the Union if the membership was terminated for reasons other than the failure of the employees to tender the periodic dues and initiation fees uniformly required as a condition of maintaining membership.

Section 3. The Cranston Public Schools shall deduct from the current wages of employees, in accordance with the express terms of a signed authorization to do so, the weekly dues of the Union or the service charges including the Laborers' National (Industrial) Pension Fund Contribution Surcharge provided in Article

XXI. Such deductions shall be made bi-weekly each month for which they are due and shall be forwarded to the Secretary-Treasurer of the Union, together with a check-off list setting forth the names of the employees and the amount of deduction. If any employee has no earnings due for that paycheck, the Union shall be responsible for collecting said dues. The Union will give the Cranston Public Schools thirty (30) days' notice of any change in the amount of uniform dues to be deducted.

Section 4: The Union shall indemnify, defend, and save the Cranston Public Schools harmless against any and all claims, demands, suits or other forms of liability and for all legal costs excluding costs incurred by the Cranston Public Schools that shall arise out of or by reason of action taken or not taken by the Cranston Public Schools in complying with the provisions of this Article. The Union shall further indemnify and hold harmless the Cranston Public Schools for any claims of ERISA violations as a result of payroll deductions.

Section 5: Deductions made under the provisions of this Article will be transmitted at intervals of no greater length than every two (2) weeks to the Secretary-Treasurer, Local 1322 at 410 South Main Street, Providence, RI 02903.

ARTICLE VI

SAVINGS CLAUSE

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

ARTICLE VII**SENIORITY**

- A. Seniority shall be defined as total length of regular and continuous employment within the ~~transportation division~~ **Plant Office** of the Cranston Public Schools. Seniority shall begin upon appointment of employee by the School Committee. In the case of a tie, date of application will be used. Should the date of application be the same, seniority shall be determined by lottery.
- B. Seniority shall continue to accrue during any approved leave of absence for a period not to exceed one (1) year and shall be broken when an employee covered by this agreement terminates voluntarily or is terminated under the provisions of Article XIV of this agreement, or fails to return to work on the date specified at the time the leave was granted.
- C. A seniority list of all employees covered by this agreement shall be provided to the Union and shall be posted by the Committee no more frequently than once a year.
1. By November of each year, the Plant Office shall mail to each member a seniority list and a total of accrued sick days.
- D. Seniority shall control the order of layoff and recall. A two-week notice of layoff shall be given to the tradesperson. When recalled, an employee must return within two (2) weeks. Failure to return upon recall as stated wherein will result in the voluntary termination of the employee.

- E. Each employee covered by this agreement shall be allowed to examine his/her own personnel file, providing a twenty-four (24) hour notice is given to the Human Resource Office. Confidential and privileged information such as credentials, letters of reference from individuals or former employers, are exempt from review. Confidential and privileged material shall be removed from the file prior to review. The employee may be permitted to reproduce his/her file, other than confidential or privileged material, provided that the individual assumes the cost of reproduction.

ARTICLE VIII

OVERTIME

- A. Overtime work is defined as time over ~~forty (40) hours per week excluding eight (8) hours per day~~. Trades people, whose overtime is defined as time over ~~eight (8) hours per day~~. The rate for overtime work requested by the School Department will be at the rate of time and one-half of the employee's regular hourly rates.
- B. Compensation for assigned work on legal holidays and on Sundays shall be double time the Tradespeople regular hourly rate.
- C. Tradespeople shall be paid a minimum of three (3) hours when called back to perform duties after regular work hours.

ARTICLE IX
MANAGEMENT RIGHTS

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, demote, transfer, evaluate, assign, and retain employee's 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 actions as may be necessary to carry out the mission of the Cranston Public Schools.
7. Determine the methods, means, and personnel by which operations are to be carried on.
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 Cranston Public Schools.

ARTICLE X
LEAVES OF ABSENCE

A.

1. **Members of the bargaining unit governed by the provisions of this agreement shall be allowed to accrue one (1) day of sick leave per month provided the members of the bargaining unit work ninety percent (90%) of the month. If, however, a member is absent more than ten (10) percent of the work days in two (2) or more months of a fiscal year, no accrual will take place for the second month, third month, etc. Months do not need to be consecutive.**

Effective October 7, 2011 accrued sick days/sick banks for all Bargaining Unit members shall be frozen as set forth in Exhibit C attached hereto and made a part of hereof. And no unused sick days shall be allowed to accumulate or be added during the term of this Agreement for purposes of payout to Union members who have worked for the plant department for ten (10) years or more upon retirement from the Cranston Public Schools. In the event that any Bargaining Unit employee has accrued and exhausted ten (10) days of sick leave in a contract year, and only in that event, that member will be allowed to access any sick days that he or she has accumulated. Notwithstanding the above, Bargaining Unit members may accrue up to ~~five (5)~~ **twelve (12) days of unused sick time **per year, not to exceed sixty (60) days in total.** However, ~~but~~ as stated above, this will not be counted as part of the payout at the end of their term.**

2. **The Committee reserves the right to request a medical certificate when an absence for personal illness in excess of three (3) days is recorded. The medical certificate will require the nature of the**

illness, next scheduled evaluation and return date. This provision cannot violate HIPAA (Employer's Guide to HIPAA Privacy Requirements, Section 200, pages 6 and 7). At any time, at the option of the Administration, the union members may be required to submit to an examination by a physician selected by the Administration.

3. In the event that the earned sick leave of a union member has been exhausted, a written request may be made for the extension of leave, without compensation, for a period not to exceed six (6) calendar months or the remainder of the school year, whichever is longer. A request for such an extension of sick leave must be made in writing to the Superintendent of Schools and be accompanied by a medical certificate stating the nature of the illness and necessity for leave.
4. Workmen's Compensation benefits shall be provided for members of the bargaining unit. The payment received by a member of the bargaining unit under provisions of the Workmen's Compensation Act shall be in lieu of any contractual salaries or wages payable to said union member.
5. If a Holiday falls while an employee is on sick leave, said day will be paid as a Holiday and not be charged against sick leave.
6. Union members who achieved perfect attendance during the school year shall be entitled two (2) days' pay. Union members who have worked for the Plant Department for ten (10) years or more, upon retiring from the Cranston Public Schools shall receive compensation

for sick days they have accumulated at a rate of \$20.00 per day for the total number of sick days accumulated. Union members who have worked for the Plant Department for twenty (20) years or more and have accumulated a minimum of 120 days, upon retiring from the Cranston Public Schools shall receive compensation for sick days they have accumulated at a rate of \$50.00 per day for the total number of days accumulated.

B. BEREAVEMENT

1. In case of death in the immediate family, (father, mother, sister, brother, son, daughter or spouse) all employees governed by the provisions of this agreement maybe absent for a period of seven (7) calendar days including the day the death occurs without loss of pay.
2. In case of death of a Mother-in-law, Father-in-law, Grandparent, Grandchild, Son-in-law, Daughter-in-law, Brother-in-law, or Sister-in-law, the employee may be absent for a period of four (4) workdays, including the day the death occurs.
3. In the case of death of a relative by blood or marriage not listed in #1 or #2 above, the employee may be absent on the day of the funeral without loss of pay.
4. In the event that additional time is necessary to travel long distances in cases of bereavement the employee may be granted such travel time at the discretion of the Director of Plant

Operations, but such additional time will be taken without compensation.

C. JURY DUTY

1. Leave for jury duty shall be granted and the difference between the union member's normal salary and the salary paid for jury duty shall be paid to the union member.

D. MILITARY LEAVE

1. Any employee covered by 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 Public Schools System during said leave.

- E. Payment under this Article shall be based upon the employee's average Work day, excluding overtime.**

A. UNION REPRESENTATION LEAVE

1. At the discretion of the union, members of Local 1322 shall be granted a total of fifteen (15) days per year for the purpose of engaging in local, state, and/or national union activities without loss of pay, provided the union pay for the cost of substitutes.

B. PERSONAL LEAVE

1. A written request for an unpaid leave under this section (H) must be made not less than thirty (30) days prior to the date the leave is to begin. There may be exceptions in the case of extreme emergencies. Leave for the remainder of the contract year (up to one (1) full year) may be granted at the discretion of the Superintendent.
2. Seniority shall continue to accrue during the period of personal leave.
3. All benefits will be discontinued during the period of personal leave granted under this section.
4. Employees granted leave under this section who fail to return to work at the expiration of personal leave will be considered to have voluntarily terminated their services with the Cranston Public Schools.
5. The Committee agrees to return the employee to at least a position comparable to the position from which leave was granted.

I. FAMILY ILLNESS

1. Members may be granted two (2) days compensation from accrued sick leave for family illness. Physician's Certificate stating the nature of the illness may be required.

- C. Regardless of the nature of unpaid leave, members shall have the option to continue in the group health plan by making monthly contributions, at no expense to the Cranston Public Schools.

ARTICLE XI

HEALTH INSURANCE

- A. The Committee shall provide individual or family coverage for medical insurance, including a student dependent rider to age 24 26. The Committee will have the option of offering multiple plans for all employees and applicable riders as outlined in plan dated July 1, 2008. Effective ~~October 7, 2011~~ Aall bargaining unit members will be responsible for a twenty (20%) percent cost based upon their plan. ~~With regard to 2012-2013, all bargaining unit members will pay the same cost share that is in effect for the teachers, but no more than the twenty (20%) percent.~~ Payments under this article shall be subject to section 125 of the IRS code. The Health plan changes are as set forth in Exhibit B. **Effective January 1, 2016 medical benefits shall be as set forth in Exhibit C which shall include a \$250 deductible for the individual plan and a \$500.00 deductible for the family plan. The administration agrees to reimburse a tradesperson for 50% of the deductible paid by the tradesperson, up to a maximum of \$250.00. That reimbursement shall be made within thirty (30) days following the end of the calendar year. For the calendar year 2018,**

and any subsequent year, tradespeople shall be solely responsible for payment of the entire deductible.

- B. The Committee shall provide the individual or family plan dental insurance, including a ~~student- dependent rider to age 24 26.~~ The annual maximum dental coverage will be \$1500 per person and the Orthodontic rider lifetime maximum will be \$1500 per person. ~~All applicable riders as outlined in the plan dated July 1, 2008 will apply to said coverage.~~ ~~Effective October 7, 2011~~ Aall bargaining unit members will be responsible for twenty (20%) percent cost share. ~~With regard to 2012-2013 all bargaining unit members will pay the same cost share that is in effect for teachers, but not more than twenty (20% percent.~~ Payments under this article shall be subject to section 125 of the IRS code.**
- C. The Committee will not offer health and \or dental insurance coverage if the employee is covered as a dependent under another plan provided by the Cranston School Department or the City of Cranston.**
- D. The Committee shall provide a \$20,000 paid group life insurance plan.**

ARTICLE XII

TERMINATIONS

1. **Unauthorized absences, incompetence, insubordination, conduct unbecoming a School Department Employee, or other acts which may be considered not in the best interest of the Cranston Public Schools may be considered just cause for dismissal.**
2. **Insubordination is defined as: Refusal of an Employee to carry out the directions of a Superior.**
3. **Conduct unbecoming to a School Department Employee is defined as: flagrant and frequent acts of discourtesy to School Administrators, Parents, Students and School Principals.**

ARTICLE XIII

GRIEVANCE PROCEDURE

- A. **STEP 1 – Any employee who believes he/she has a legitimate complaint, may, with a union representative present, discuss the complaint with his/her superior within ten (10) working days of the knowledge of the event leading to the complaint.**
- B. **STEP 2**
 1. **If no satisfactory resolution has been reached, a grievance shall be reduced to writing within ten (10) working days following the Step 1 meeting and forwarded to the Chief Operating Officer. The signed grievance shall include:**
 - a. **Name and position of grievant.**

- a. The Committee and the Union may agree upon a mutually acceptable Arbitrator or either party may make request for a list of Arbitrators to the American Arbitration Association.
- b. The Parties will be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association regardless of how the Arbitrator is selected.
- c. The decision of the Arbitrator shall be final and binding on all matters regarding a grievance filed under the provisions of this article, except that the Arbitrator may not add or subtract nor modify the terms of this agreement; and no appeal shall be taken except as provided by the General Laws of the State of Rhode Island.

A. TIMELY GRIEVANCES

- 1. Grievances which are not received by a Superior within the provisions of paragraph B1 above, or which are not appealed within the stated time limits, shall be considered as waived and not entitled to further consideration.
- 2. If the Administration fails to respond to a grievance at any step within the specified time limits, the Union may proceed to the next step of the grievance procedure.
- 3. The Union agrees to screen grievances in order to prevent unnecessary grievances from consuming the time of the Parties.

- B. Grievances regarding the termination of an employee may be initiated at step 3 of this grievance procedure.
- C. The Union agrees that it will not bring or continue, and that it will not represent any employee in, any grievance that is substantially similar to a grievance denied by the decision of an Arbitrator; and the Committee agrees that it will apply to all substantially similar situations the decision of an Arbitrator sustaining a grievance.

ARTICLE XIV

GENERAL

- A. This agreement incorporates the entire understanding of the parties on all issues that were or could have been the subject of negotiation.
- B. All Union members covered by the provisions of this agreement will participate in the Municipal Employees Pension Plan and be subject to all provisions as established by the Rhode Island Retirement Board.
- C. A three (3) day notice to the Director of Plant Operations is required in the event a Union member is to be absent for reasons other than emergencies such as Doctors and Dentists appointments and other such reasons normally known to the employee far in advance.

THANKSGIVING DAY	ELECTION DAY (WHEN SCHOOLS ARE CLOSED)
DAY AFTER THANKSGIVING	MEMORIAL DAY
MARTIN LUTHER KING DAY	VICTORY DAY
INDEPENDENCE DAY	PRESIDENT'S DAY

- B. In order to be eligible for compensation for any of the above Holidays, a Tradesperson must have worked the last regular workday before the Holiday and the next regular workday following the Holiday.
- Notwithstanding the above, compensation for a Holiday may be made to a Union Member who has been absent, at the discretion of the Chief Operating Officer.
- C. Holidays falling on Sunday and celebrated on Monday shall be included providing all other criteria are met.
- D. ~~Those Employees assigned to work between July 1st and August 31st shall receive the two (2) additional paid Legal Holidays of Independence Day and Victory Day, providing provisions of paragraph B above have been complied with.~~

ARTICLE XVI

VACATIONS

- A. As of September, those employees who have completed one (1) full year of service with the Cranston Public Schools as a tradesperson will be

- granted one (1) week vacation, ~~to be taken during the Holiday recess period.~~ **to be taken with the approval of the Director of Plant Operations.**
- B. As of September, those employees who have completed three (3) years of service with the Cranston Public Schools as a tradesperson will be granted two (2) weeks vacation, ~~to be taken during the recess periods.~~ **with the approval of the Director of Plant Operations.**
- C. As of September, those employees who have completed six (6) years of service with the Cranston Public Schools as a tradesperson will be granted three (3) weeks vacation, ~~to be taken during the recess periods~~ **with the approval of the Director of Plant Operations.**
- D. Those employees, who have completed ten (10) years of service with the Cranston Public Schools as a tradesperson, will be granted four (4) weeks of vacation, ~~notwithstanding the provisions of any previous contracts (i.e. any drivers who had been entitled to four weeks vacation under prior contracts are not entitled to a fourth week under this agreement).~~ ~~Vacation will be taken during the three recess periods and the fourth week will be paid at the end of the school year.~~ **with the approval of the Director of Plant Operations.**
- C. In the event an employee is required to work during his/her designated vacation period, that employee shall receive vacation pay in addition to salary for work performed, **or in lieu of the vacation pay, vacation at a later date as requested by the employee and subject to approval by the Director of Plant Operations.**

ARTICLE XVII

LONGEVITY

~~A. Regularly appointed employees governed by the provisions of this agreement shall receive an annual longevity increment of \$400.00 after having completed ten (10) years of continuous service as of September 1st with the Cranston Public Schools, as a driver, mechanic or tradesperson~~

~~B. Annual longevity increment of \$575.00 shall be given to those employees having completed fifteen (15) years of continuous service as of September 1st with the Cranston Public Schools, driver, mechanic or tradesperson~~

~~1. The increment shall be included as of the beginning of the salary year following the completion of ten (10) or fifteen (15) continuous years of service and annually thereafter.~~

~~2. Every effort shall be made by the Cranston Public Schools to pay by separate check no later than the first pay period in October of each year.~~

~~C. Sections A and B will be increased by \$100.00 in year two of the contract as well as year three.~~

Contract Year	10 year	15year
2008-2009	\$500.00	\$675.00
2009-2010	\$600.00	\$775.00
2010-2011	\$600.00	\$775.00

ARTICLE XVII

NO STRIKE – NO LOCKOUT

During the term of this agreement the Union agrees that there shall be No lockouts, strikes, walkouts, sit-ins, slow-downs, or other interruptions, suspensions or cessation 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 others or between the School Department and others. The School Department agrees not to lock out union employees.

ARTICLE XVIII

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA NATIONAL

(INDUSTRIAL) PENSION FUND

Section 1. Effective July 1, 2014 The Employer shall contribute to the Laborers' International Union of North America National (Industrial) Pension Fund the sum of fifty-four (.54) cents per hour for each hour paid to employees covered under the Collective Bargaining Agreement.

~~Effective July 1, 2012 the Employer shall contribute to the Laborers' International Union of North America National (Industrial) Pension Fund~~

~~the sum of fifty-four (.54) cents per hour for each hour paid to employees covered under the Collective Bargaining Agreement.~~

Section 2. The payment to the Pension Fund required above shall be made to the “Laborers’ International Union of North American National (Industrial) Pension Fund” which was established under an Agreement and Declaration of Trust, a copy of which has been signed by the Employer in the place provided at the end of such Agreement.

Section 3. It is agreed that all contributions shall be made at such time and in such manner as the Trustees require; and the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Pension Fund.

Section 4. ~~Effective October 7, 2011~~ Participating Bargaining Unit employees shall be responsible to pay any “Contribution Surcharge” ~~(presently ten (10%) percent of the regular monthly contribution)~~ through payroll deduction. Further, the payroll deduction contained in Article V relating to the laborers’ National (Industrial) Pension Fund shall be adjusted going forward in accordance with Exhibit D attached hereto and made a part hereof. The Cranston Public Schools will submit the participating Bargaining Unit members’ contribution to the Fund.

Article XIX

Successor and Assigns

This agreement shall be binding upon the City of Cranston School Committee and the Union and its successor and assigns. No provision herein contained shall be nullified or effected in any manner as a result of any change in the administration of the Cranston School Committee. Should any article, section or clause of this agreement be declared illegal by a Court of competent jurisdiction, Rhode Island General Law(s) and or Federal Law(s) then that article, section or clause shall be deleted from this agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.

ARTICLE XX

DURATION OF AGREEMENT

Section 1. The provisions of this Agreement will be effective July 1, 2014, unless otherwise stated herein, and will continue in full force and effect until June 30, 2017. This agreement shall be effective as of the first date stated in this Agreement, and shall remain in effect until midnight of June 30, 2017, and shall be automatically renewed thereafter from year to year unless notice of termination or a desire to modify or change this agreement is given in writing by either party at least ninety (90) days before the expiration date.

Section 2. Any changes or modifications to this agreement may be made by either party and must be submitted in writing.

IN WITNESS WHEREOF, the parties hereby have caused their presents
to be signed by their duly authorized representatives on the day of
_____, 2014

ANDREA IANNAZZI
CRANSTON SCHOOL COMMITTEE

RONALD R. COIA
RHODE ISLAND LABORERS'
DISTRICT COUNCIL on behalf of
LOCAL UNION 1322

JUDITH LUNDSTEN
SUPERINTENDENT OF SCHOOLS

ARTHUR J. JORDAN
BUSINESS MANAGER
LOCAL UNION 1322

Exhibit A (a) (b)**ELEC/HVAC/PLUMB**

STEP	2014/2015	2015/2016	2016/2017
1	20.73	21.14	21.14
2	21.78	22.22	22.22
3	22.85	23.31	23.31
4	23.90	24.38	24.38
5	24.96	25.46	25.46
6	26.02	26.54	26.54
7	27.08	27.62	27.62
8	27.61	28.16	28.16
9	28.12	28.68	28.68
10	28.66	29.23	29.23

MASON/CARPENTER

STEP	2014/2015	2015/2016	2016/2017
1	19.61	20.00	20.00
2	20.56	20.97	20.97
3	21.55	21.98	21.98
4	22.95	23.41	23.41
5	23.51	23.98	23.98
6	24.51	25.00	25.00
7	25.49	26.00	26.00
8	25.97	26.49	26.49
9	26.45	26.98	26.98

10	26.97	27.51	27.51
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ADDEDNUM TO COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE CRANSTON SCHOOL COMMITTEE

AND

**THE RHODE ISLAND LABORERS' DISTRICT COUNCIL
ON BEHALF OF LOCAL UNION 1322**

Whereas, the undersigned Union and Employer are parties to a collective bargaining agreement that provides for contributions to the Laborers' National (Industrial) Pension Fund; and;

Whereas, the Pension Fund's Board of Trustees has adopted a Funding Rehabilitation Plan ("Plan") dated July 26, 2010, to improve the Fund's funding status over a period of years as required by the Pension Protection Act of 2006 ("PPA"); and

Whereas, a copy of the Plan has been provided to the Union and the Employer; and

Whereas, the Plan in accordance with the PPA, requires that the signatories to every collective bargaining agreement providing for contributions to the Pension Fund adopt one of the schedules included in the Plan; and

Whereas, the Union and the Employer have agreed to adopt the Plan's Preferred Schedules and wish to document that agreement;

It is hereby agreed by the undersigned Union and Employer as follows:

1. The Addendum shall be considered as part of the collective bargaining agreement. The provisions of this Addendum supersede any inconsistent provision of the collective bargaining agreement.
2. The current contribution rate to the Pension Fund of Seventy-Three (\$.73) cents per hour shall be increased by 10% to the rate of Eighty-One (\$.81) cents per hour with said increase(s) to be an assignment of employee's wages effective July 1, 2014. On each anniversary of that

effective date for the term of the collective bargaining agreement, the contribution rate then in effect shall be increased by another 10% (rounded to the nearest penny) with said increase(s) to be an assignment of employee's wages. Notwithstanding anything to the contrary, the employer will only be responsible to pay Fifty-Four (\$.54) cents per hour, and participating bargaining unit employees will be responsible to pay any required contribution above that.

3. With regard to benefits under the Pension Fund, the Plan's Preferred Schedule provides that the Pension's Fund current plan of benefits for the group will remain unchanged with the following exceptions:
 - (a) Benefit accruals for periods after adoption of the Preferred Schedule will be based on the contribution rate in effect immediately before the Preferred Schedule goes into effect for the group, not on the increased rates required by this Schedule.
 - (b) Effective April 30, 2010 and until the Rehabilitation Plan succeeds, the Pension Fund is not permitted by the PPA to any lump sum benefits or pay any other benefit in excess of the monthly amount that would be payable to the pensioner under a single life annuity. This means that the Fund must suspend its Partial Lump Sum option, Social Security Level Income option, and Widow/Widower Lump Sum option. Exceptions are made for a lump sum cash-out of a participant or beneficiary whose entire benefit entitlement has an actuarial value of \$5,000.00 or less and for the Fund's \$5,000.00 death benefit.
 - (c) The Board of Trustees continues to have discretionary authority to amend the Rules & Regulations of the Pension Fund, including the Rehabilitation Plan, within the bounds of applicable law.
4. The Plan as a whole is deemed to be a part of the Preferred Schedule.
5. This Addendum shall be effective as of July 1, 2014 which date is the same date on which the contribution rate increase under paragraph 2 is first effective.

To acknowledge their agreement to this Addendum, the Union and the Employer have caused their authorized representatives to place their signatures below:

Dated: _____

FOR THE EMPLOYER:

CRANSTON SCHOOL COMMITTEE

Witness

FOR THE UNION:

RI LABORERS' DISTRICT
COUNCIL on behalf of
LOCAL UNION 1322

Michael F. Sabitoni
Business Manager

LOCAL UNION 1322

Arthur J. Jordan
Business Manager

Witness

10-14-08

THE CITY OF CRANSTON

ORDINANCE OF THE CITY COUNCIL
IN AMENDMENT OF TITLE 8, OF THE CODE OF THE CITY OF CRANSTON,
2005, ENTITLED "GARBAGE, RUBBISH, ETC"
(Trash Amnesty Dates)

No.

Passed:

John E. Lanni, Jr., Council President

Approved:

Allan W. Fung, Mayor

It is ordained by the City Council of the City of Cranston as follows:

Section 1. Chapter 8.12 Entitled "Garbage, Rubbish, etc." is hereby amended by adding the following new sections .131 "Trash Pick-up Amnesty Dates."

Residents of the City may dispose of large bulky waste materials, including mattresses, white goods and other household items that do not fit into the automated trash refuse and recycling containers provided by the City at no additional cost to the resident on their normal trash pick up date as designated by the Department of Public Works, subject to the restrictions of this Chapter during the following weeks:

Memorial Day; July 4th; Thanksgiving and Christmas.

If the holiday falls on a weekend, the proceeding week shall be the designated amnesty week.

SECTION 2. This Ordinance shall take effect upon its final adoption.

Positive Endorsement

Negative Endorsement (attach reasons)

Christopher Rawson, Solicitor Date

Christopher Rawson, Solicitor Date

Sponsored by Councilman Santamaria and Councilman Aceto

Referred to Public Works November 10, 2014