

TENTATIVE AGREEMENT BETWEEN THE PROVIDENCE PUBLIC SCHOOL DISTRICT AND THE RHODE ISLAND COUNCIL 94, AFSCME, AFL-CIO LOCAL 1339

AGREEMENT MADE AND ENTERED INTO on this 18th day of July, 2023, by and between the Rhode Island Commissioner of Education (hereinafter referred to as the “Commissioner”), the Providence Public School District (hereinafter referred to as the “District”), and Rhode Island Council 94, AFL-CIO, Local Union 1339 (hereinafter referred to as the “Union”).

WHEREAS, the parties’ negotiations have resulted in agreement for a Collective Bargaining Agreement, effective September 1, 2022 to August 31, 2025; and

WHEREAS, the document entitled Agreement between R.I. Council 94, AFSCME, AFL-CIO, Local 1339 and the Providence School Board, effective September 1, 2020 to August 31, 2023 is herein incorporated by reference as if fully reproduced. The terms and conditions of that Agreement shall continue and remain in effect for the period of September 1, 2022 to August 31, 2025, except as expressly modified herein.

WHEREAS, the parties hereto desire to codify their agreement and be bound by the same.

NOW, THEREFORE, the Commissioner, the District and the Union hereby agree as follows:

I. TERM

The parties agree to enter into a three-year Collective Bargaining Agreement with the effective dates of September 1, 2022 through August 31, 2025.

II. WAGES AND BENEFITS.

1. Article 6.1 Classification and Salary Schedule

Wage increases during the term of the Agreement shall be as follows:

Year 1	09-01-22 to 08-31-23	–	3.25 % (retroactive for employees employed at ratification)
Year 2	09-01-23 to 08-31-24	–	2.5 %
Year 3	09-01-24 to 08-31-25	–	2.5 %

2. Appendix A New Classification Listing

- All classifications currently compensate at the Groups 1 and 2 pay grades shall be upgraded and compensated at the Group 3 pay grade.

- The current Group 6 pay grade and corresponding pay rate will be re-classified as Group 7. This re-classification will not result in an increase in base pay
- The position of Lead Clerk shall be upgraded to a new Group 6, with a new pay rate commensurate with the attached Appendix A wage table.
- Confidential Administrative Assistant will be added to the Classification Listing as a Group 7 position, with pay being adjusted accordingly.

3. Group 7 stipend.

In addition to the above, effective September 1, 2023, all Group 7 employees working in Human Resources, the Legal Department and Payroll shall be paid a one-time stipend of two thousand five hundred (\$2,500.00) dollars upon ratification of this Agreement.

4. Article 4.3 Safety and Health

(a)(1) Add ACCUPUNCTURE to COVERAGE LEVELS with same benefit levels as chiropractic care

(a)(1) Add 750 Plan for employees hired after September 1, 2022:

Health plan benefits for all employees hired after September 1, 2022 shall include an annual deductible of \$750 per individual - \$1500 per family, maximum. The network allowance is based upon the U.S. Blue Cross PPO Regional allowance.

5. Article 4.6 Safety and Health

4.6 - On-the-Job Injury. An employee who suffers a compensable injury/illness during the course of his/her employment by the Employer and who files a claim under the Rhode Island Workers Compensation Statute shall, to the extent that said statute does not provide for benefits for the first three days of absence as a result thereof, be allowed to receive sick leave benefits provided for in this Agreement for such days. Upon a final determination that the employee's injury/illness is compensable under the Statute, the sick leave deducted for the first three days of absence shall be restored to the employee's sick leave credit. **Such employees may discharge up to sixty (60) days of their sick bank as OJI (full pay) before going on Worker's Compensation. If said employees are out after one (1) year on WC they will be displaced, and their positions will be posted for the application process. Upon returning to full duty, such employees will be placed into a vacant position, maintaining their salary; being required to bid on their previous classification or higher. The Employer may reassign once a position in their classification becomes vacant.**

6. Article 6.7 Classification and Salary Schedule

(b) The ten-month employee's work year shall run from the beginning of the school year to June 30. During said work year, the Employer shall schedule ~~185 workdays, exclusive of~~

~~holidays and recess periods. Effective with beginning of the 2005-2006 and the 2006-2007 school years, the Employer shall schedule 187 work days (consisting of the 180-day student school year, the Teachers' Orientation Day prior to the start of the school year, and six other work days to be scheduled by the supervisor) exclusive of holidays and recess periods. **For clerks assigned to stock work, the Employer shall schedule a total of 192 days.**~~

7. Article 6.7 Classification and Salary Schedule

(d) All Union personnel who work during July and August when school is not in session will be required to sign in when first coming on duty and whenever going off duty **by utilizing the Employer's NOVA electronic system.**

8. Article 6.9 Classification and Salary Schedule

All vacation payouts (**accrued and reserved vacation days**) shall be paid as a lump sum in one check and a separate check will be issued for any sick time (**full and half days**) as part of the last pay check to be issued to the employee.

III. WORKING CONDITIONS.

9. Article 7.2, Promotions and Transfers

(a) Lateral positions:

1) A lateral position is defined as a job opportunity in the same group and title as the applicant/bidder.

i. **Employees in positions within Groups 3 and 4 may bid laterally for any position within their same Group.**

ii. **Employees in positions within Group 5 may bid laterally for any position within their same Group and Title.**

iii. **No lateral bidding will be accepted for positions in Groups 6 and 7.**

2) For lateral job opportunities, the position shall be posted internally for a period of seven (7) calendar days.

3) Lateral transfers shall be awarded on a basis of seniority only.

10. Article 7.2, Promotions and Transfers

(d) Any substitute clerk employed in excess of sixty (60) days shall thereafter be designated a long-term substitute clerk (LTSC) and shall be compensated at step 1 of the pay grade that corresponds with their given assigned position, receive individual healthcare benefits and all of the other benefits provided for in this agreement for the duration of the school year. Such employees shall also pay union dues pursuant to Article 1 should they elect to do so. LTSCs cannot lateral into a permanent employee position. Effective September 1, 2019, the twenty-four (24)

~~current substitute clerks who have passed the requisite proficiency examination and otherwise available to work (as identified in Appendix H) shall be hired into current clerk vacancies. Such clerks shall become bargaining unit members and be paid at the step equal to the number of years in which the substitute had worked at least sixty (60) days for the employer.~~

~~Any substitute clerk employed in excess of sixty (60) days shall thereafter be designated a long term substitute clerk (LTSC) and shall be compensated at step 1 of the pay grade that corresponds with their given assigned position, receive individual healthcare benefits and all of the other benefits provided for in this agreement for the duration of the school year. Such employees shall also pay union dues pursuant to Article 1 should they elect to do so. LTSCs cannot lateral into a permanent employee position.~~

Article 7.2, Promotions and Transfers

(e) Employees who are awarded positions pursuant to this section shall serve a trial/training period of ~~thirty (30)~~ **fifteen (15)** working days, including any sick days that do not qualify for protection under the Rhode Island and Federal Family Medical Leave Acts. During said ~~thirty (30)~~ **fifteen (15)** working day trial/training period, the filling of the former position of the successful applicant will be subject to the provisions of Article 7. During the ~~thirty (30)~~ **fifteen (15)** working days trial/training, a review of the employee's work performance shall be conducted twice and the employee and the Union will be notified in writing of the work performance review. In the event the review is unsatisfactory, a meeting with the employee, the Employer and the Union shall be held within three (3) working days of the review. The purpose of this meeting will be to assist the employee in identifying areas in which his or her performance is in need of improvement.

(f) Employees may apply for more than one posted position at a time. Once a successful applicant, accepts a position and completes the ~~thirty (30)~~ **fifteen (15)** working day trial/training period he or she will not be eligible to select a different position until a period for one (1) year has elapsed from the date of his/her initial appointment to said position.

Should a successful applicant return to his or her former position because he or she is unwilling to accept the new position on a permanent basis or because the Employer is not satisfied with the performance of the employee during the ~~thirty (30)~~ **fifteen (15)** working day trial/training period, the employer may select the next most qualified candidate from within the bargaining unit who applied for the position. In the event that there are no qualified candidates from within the bargaining unit, the Employer may fill the position from outside the bargaining unit.

11. Article 7.2, Promotions and Transfers

(i) Non-lateral positions shall be awarded within twenty (20) working days after the close of the posting, unless there are no qualified internal applicants. No application shall be

considered as valid if it has been submitted outside the application period.

If for some reason the Employer cannot place the selected applicant in the new position by the end of the ten (10) days, the applicant shall receive the new salary while still working the former position.

12. Article 8 Work Rules

ADD: 8.9 - Dress Code. Employees shall not wear shorts, warm-up suits, torn jeans, and/or tank tops, halter tops, beach or shower thongs, except when engaged in activities when such attire may be that which is appropriate to the situation.

[Current Article 8.9 will be renumbered to 8.10]

13. Article 9.3 Hours of Work

(b) All employees' work schedules shall provide for a ~~twenty (20)~~ thirty **(30) minute** rest period in the morning and a ~~ten (10) minute rest period in the afternoon~~, the time at which shall be approved by the supervisor.

14. Article 10.2 Vacations and Holidays

Add Juneteenth to Holidays listed in Article 10.2(a)

15. Article 10.2 Vacations and Holidays

President's Day week: **Twelve month clerks are required to work just two (2) days that week (for a total of four (4) days combined between President's Day Week and April Recess) and will be compensated at his or her regular rate of pay for five (5) days. If the President's Day week recess is eliminated on the school calendar, twelve month clerks are required to work all days in which schools are open and compensated at their regular rate of pay for five (5) days. In addition, if a twelve month employee is asked by his/her supervisor to work all four (4) days of that work week, the employee will be compensated at the rate of time and one half, in addition to straight time. If the School District eliminates President's Day week recess in the future, twelve-month employees will work all days school is in session and shall be compensated for five (5) day. The School Department has eliminated February recess as of the 2015-2016 school year. Employees will work all the days school is in session and students are present during**

~~President's Day week and shall be compensated at his or her regular rate of pay for five (5) days.~~

17. Article 12.9 Leave

12.9 - Bereavement Leave. An employee may be absent for five (5) consecutive working days without loss of pay in the case of the death of a father, mother, brother, sister, spouse, **domestic partner**, child, step-child, step-father, step-mother, step-brother, step-sister, or step-child regardless of where the deceased resided or any other person with whom the employee may then be living; and

Such employee may be absent for three (3) consecutive work days without loss of pay due to the death of his/her own grandparent, who is not residing in the home of the employee, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild; and

Such employee may be absent for one (1) work day without loss of pay due to the death of an uncle, aunt, niece, nephew, **first cousin**, grandparents of spouse/**domestic partner**; and

18. Article 12.10 Leave

12.10 - Religious Observance Leave. Any employee whose religious obligations require absence from daily work duties may be absent for three (3) days, with pay for such observance. Approval must be obtained beforehand by the employees' Principal or Department Head or full pay will be deducted.

[Subsequent sections in Article 12 will be renumbered accordingly.]

19. Article 24 Bi-Lingual Courses

Effective upon ratification, any employee who is orally proficient in a second language as demonstrated by the passing of a language proficiency examination as determined by the American Council on the Teaching of Foreign Languages (defined as "intermediate low") shall be awarded a lump sum of ~~\$500.00~~ **\$1,000.00** annually. **Proficiency examinations shall be offered for all languages based on the backgrounds of all students enrolled in the PPSD.** Bargaining unit members who accept the stipend agree to use their conversational second language in their work-related duties only. Said work-related duties shall not include translating at disciplinary or IEP meetings.

Employees currently receiving the stipend will not be required to take the proficiency examination. Notwithstanding the foregoing, bargaining unit members receiving the stipend under this Article may be required to recertify their proficiency, at the request of the City.

Nothing in this Article is intended to replace/substitute for the need of interpreters throughout the system.

20. Article 25, Duration of Agreement

The parties agree that this Agreement shall be effective from September 1, ~~2019~~2022 and shall continue without change through August 31, ~~2022~~2025.

Further, this Agreement shall become effective upon ratification of this Agreement by both parties and shall terminate on August 31, ~~2022~~2025 provided, however, that the provisions of this Agreement shall be automatically renewed from year to year unless either party shall be given written notice by the other party at least 120 days before any subsequent termination date, that it desires to negotiate, amend or modify any or all Articles or Sections of this Agreement.

Further, if at the time this Agreement would otherwise terminate, the parties are negotiating for a new agreement, the terms and conditions excluding any wage increase hereof shall continue in effect so long as such negotiations continue.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the termination date which shall not be before August 31, ~~2022~~2025.

21. Disposition of Unfair Labor Practice Charges and Displacement of Employees

The Parties agree that the petitions in ULP-6346 and ULP-6367 shall be withdrawn. Subsequently, Union shall file a Demand for Arbitration concerning the subject matter giving rise to ULP-6367. PPSD agrees to waive all procedural objections to said arbitration, including but not limited to the deadlines contained in Article 14 of the CBA.

22. Whereas, the parties acknowledge and affirm that this Tentative Agreement constitutes the entire agreement of the parties as it relates to their collective bargaining toward a successor to its 2020-2023 Collective Bargaining Agreement.

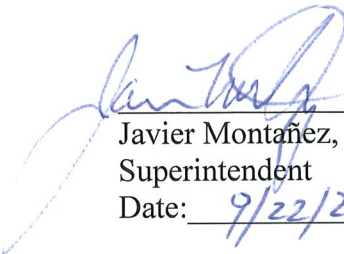
The parties represent and warrant that they have not relied on any other documents or oral representations as inducement to entering into this Tentative Agreement.

R.I. COUNCIL 94, AFSCME, AFL-CIO,
LOCAL 1339

PROVIDENCE PUBLIC SCHOOL
DEPARTMENT



By: _____
Date: 9/21/23



Javier Montañez, Ed.D.
Superintendent
Date: 9/22/23

Chandene B Vela
By:
Date: 9/22/23

Susan Botticelli
By:
Date: 9/22/23

Karen Karpieri
By:
Date: 9.22.23

By:
Date: _____

RHODE ISLAND DEPARTMENT OF
EDUCATION

Angélica Infante Green
Angélica Infante Green
Commissioner
Date: _____