

THE CITY OF PROVIDENCE  
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

# RESOLUTION OF THE CITY COUNCIL

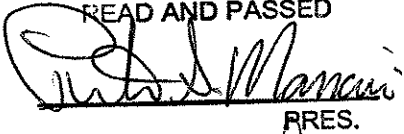
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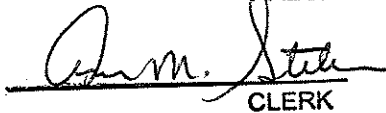
Approved July 29, 2009

Resolution Together with accompanying copy of Collective  
Bargaining Agreement by and between the School Board of the City of Providence  
and the Providence Teachers Union Local 958 AFL-CIO for the period effective  
September 1, 2007 to August 31, 2010.

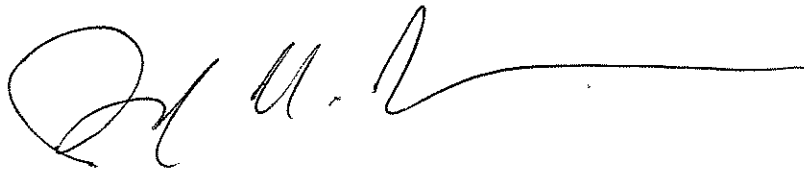
IN CITY COUNCIL  
JUL 29 2009

READ AND PASSED

  
MAYOR

  
CLERK

RECEIVED  
CITY OF PROVIDENCE  
JUL 29 2009



APPROVED

7/29/09

## AGREEMENT

AGREEMENT MADE AND ENTERED INTO on this 22<sup>nd</sup> day of June by and between the School Board of the City of Providence (hereinafter referred to as the "Board") and the Providence Teachers Union, Local 958, American Federation of Teachers, AFL-CIO (hereinafter referred to as the "Union") as heretofore ratified pursuant to Section 17-27 of the Providence Code of Ordinances (Section 17-27).

WHEREAS, the parties' negotiations have resulted in agreement for a Collective Bargaining Agreement, effective September 1, 2007 to August 31, 2010; and

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

Now, therefore, the Board and the Union hereto agree as follow:

- I. The document entitled Agreement between the Providence Teachers' Union AFT Local 958 and the Providence School Board, effective September 1, 2004 to August 31, 2007 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, 2007 to August 31, 2010, except as expressly modified herein.
- II. Nothing in this agreement or in the negotiations leading to this agreement nor the fact that this agreement exists, shall be admissible in any litigation challenging the authority of the Commissioner of Elementary and Secondary Education under the No Child Left Behind Act and/or General Laws section 16-7.1-5 regarding intervention and support for failing schools. Grievances alleging violation of Article 8-14, Teacher Evaluation; Article 8-19, Class Assignments; Article 8-34, Professional Time Joint Committee; Article 11, Posted Positions; Article 12, Transfer Policy; Article 13, Teacher Programs; and Article 17, Savings Clause directly attributable to the implementation of the Commissioner's February 17, 2009 Order shall be held in abeyance, or may be filed at the conclusion of the litigation seeking to enjoin the district from implementing the Commissioner's Order.

The parties understand that it is the position of the Board that the Order takes precedence over, and preempts, any and all of the terms and conditions of this Agreement that fall within the subjects covered by the Order ("Board's Position") and that the Union intends to oppose the Board's Position by litigation. The parties understand and expressly agree that nothing in this Agreement, nor the fact of agreement on these terms, means that either party has altered its position on these issues, nor shall any court or arbitrator have jurisdiction to make a finding of fact or conclusion of law, in any proceeding in which the Board's Position is challenged, that is based, in whole or in part, on the existence or substance of this Agreement.

JB 22 JUN 09  
Initials Date

RW 6/22/09  
Initials Date

SL 6/22/09  
Initials Date

III. Compensation

- A. School Year 2007-08 0%
- B. School Year 2008-09  
1% Effective 9/4/08  
1% Effective 1/30/09  
1% Effective 6/25/09
- C. School Year 2009-10 0%
- D. Retroactive compensation for the 2008-09 contract year will be payable to teachers who were on Step 10 effective the first day of the 2008-09 work year. Retroactive compensation is as follows:
1. 1% from 9/4/08 to 6/25/09 to be paid no later than the end of September 2009.
  2. 1% from 1/30/09 to 6/25/09 to be paid no later than the end of September 2009.
- E. Effective 8/31/10, Appendix A-2, Professional Advance Schedule will be as follows:

|                          |         |
|--------------------------|---------|
| Bachelor's Plus 30 Hours | \$2,455 |
| Master's                 | \$2,855 |
| Master's Plus 30 Hours   | \$3,257 |
| Doctorate                | \$3,657 |

IV. Medical Coverage

- A. Effective 9/1/09, teachers hired prior to the 2004-05 school year will pay the following co-shares for medical coverage as described in Appendix C-1:
- |             |         |
|-------------|---------|
| Family:     | \$2,316 |
| Individual: | \$867   |
- B. For teachers hired effective September 1, 2004 medical insurance co-shares will continue as described in Appendix C -2;
- C. Emergency Room Coverage
1. \$100 co-pay with \$200 cap per individual and \$300 cap per family.

|          |                |            |                |           |                |
|----------|----------------|------------|----------------|-----------|----------------|
| <u>B</u> | <u>6/24/09</u> | <u>RLW</u> | <u>6/24/09</u> | <u>SS</u> | <u>6/24/09</u> |
| Initials | Date           | Initials   | Date           | Initials  | Date           |

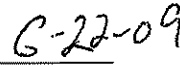
D. Prescription Drug Coverage

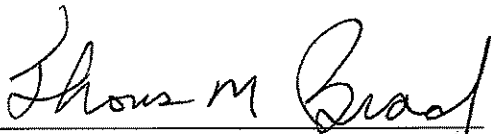

1. Effective August 31, 2010, \$5 generic/\$15 brand with a \$600 cap per family.

V. Duration of Agreement

The terms and conditions of this Agreement shall be effective September 1, 2007 and shall continue in full force and effect through to August 31, 2010.

The parties agree to promptly commence negotiations for a successor agreement. In the event that the parties fail to reach an agreement on or before August 31, 2010, the terms of this Agreement will continue in effect until (a) execution by the parties of a new labor agreement, or (b) August 31, 2011, whichever comes earlier.

|   |   |
|---|---|
|  |   |
| Robert Wise, Chairperson  | Steven F. Smith, President  |
| Providence School Board   | Providence Teachers Union   |
|  |  |
| Date  | Date  |

|   |   |
|---|---|
|  |  |
| Thomas Brady, Superintendent  | Date  |
| Providence School Department  |   |

City of Providence Proposal to Teachers  
@6/29/09

| <u>Proposal</u>                                | Financial Impact |                |                     |
|--|------------------|----------------|---------------------|
|  | <u>2008-09</u>   | <u>2009-10</u> | <u>2010-11</u>      |
| New salary schedule for sub teachers           | \$ (1,200,000)   | \$ (1,200,000) | \$ (1,200,000)      |
| 1% salary increase 9/4/08                      | -                | 1,250,000      | -                   |
| 1% salary increase 1/30/09                     | -                | 1,262,500      | -                   |
| 1% salary increase 6/25/09                     | -                | \$ 1,275,125   | \$ -                |
| Increase Advance Degrees 8/31/10               | -                | -              | 820,000             |
| Retro; 10th step only                          | -                | 1,650,000      | -                   |
| Employee benefits on increase                  | -                | 750,000        | 125,000             |
| Subtotal                                       | (1,200,000)      | 4,987,625      | (255,000)           |
| Increase Working Rate to 15%                   | -                | (1,400,000)    | (1,400,000)         |
| Health Care Plan Redesign                      |                  |                |                     |
| Change ER co-pay \$25 to \$100 cap \$200/\$300 |                  | (120,000)      | (120,000)           |
| Change Rx from \$5/\$10 to \$5/\$15            |                  | -              | (150,000)           |
| One year cost/(savings)                        | (1,200,000)      | 3,467,625      | (1,925,000)         |
| Prior year carry forward cost                  | -                | -              | 4,537,625           |
| Cummulative cost/(savings)                     | \$ (1,200,000)   | \$ 3,467,625   | \$ 2,612,625        |
| Total three Year Cost                          |                  |                | <u>\$ 4,880,250</u> |