

VINCENT A. CIANCI, JR.
Mayor

ROBERT F. ROBERTI, ED.D.
Superintendent

JOSEPH ROTELLA, ESQ.
School Board Attorney

Providence
Schools
OUR SCHOOLS. OUR FUTURE.

Legal Counsel

MEMORANDUM

TO: Arthur M. Zarrella, Superintendent
FROM: Joseph A. Rotella, Legal Counsel
DATE: January 15, 1993
RE: Teacher Contracts

JAR

Per the Boards request, I have tried unsuccessfully, over the past several days, to contact Jeff Kasle regarding the above noted contracts.

I have reviewed the same and must assume they are in order for transmittal to the teachers union.

I did not participate in the negotiations regarding this contract and therefore can only comment on them as I understand they were agreed to by the school board and the Union in the present form and content.

IN CITY COUNCIL

MAR 18 1993

READ AND DENIED

Michael R. Clement ERK

FILED

FEB 3 9 57 AM '93

DEPT. OF CITY CLERK
PROVIDENCE, R.I.

SEVD WND PM

114 0122

AGREEMENT

AGREEMENT MADE AND ENTERED INTO on this day of September, 1992 by and between the Providence School Board (hereinafter referred to as the "Board") and the Providence Teachers Union (hereinafter referred to as the "Union").

NOW, THEREFORE, THE BOARD AND THE UNION HERETO AGREE AS FOLLOWS:

The one (1) year September 1, 1991, to August 31, 1992, Collective Bargaining Agreement between the Board and the Union, which expired August 31, 1992, with the following changes shall be the three (3) year September 1, 1992, to August 31, 1995, Collective Bargaining Agreement between the Board and the Union:

* * *

Change Appendix A-1 titled "Teachers Basic Salary Schedule" to read as follows:

September 1, 1992 to August 31, 1993	September 1, 1993 to August 31, 1994	September 1, 1994 to August 31, 1995
<u>Steps</u>	<u>Steps</u>	<u>Steps</u>
1 \$21,284	1 \$22,241	1 \$23,353
2 21,284	2 24,527	2 25,753
3 23,471	3 26,407	3 27,727
4 25,270	4 28,287	4 29,701
5 27,069	5 30,168	5 31,676
6 28,869	6 32,047	6 33,649
7 30,667	7 34,099	7 35,804
8 32,631	8 36,185	8 37,994
9 34,627	9 37,347	9 39,214
10 35,739	10 41,020	10 43,071
11 39,254		

Teachers on steps 1 through and inclusive of step 10 who advance one (1) step on the Teachers' Basic Salary Schedule in Appendix A-1 at the usual and customary time during the mid-school year shall continue to earn the monies earned on said step advanced to at said mid-school year point in 1992 and shall continue to earn said salary step through said usual and customary mid-school year point in 1993 at which point each of said teachers shall advance one (1) step on the 1992-1993 Teachers' Basic Salary Schedule in Appendix A-1, with subsequent increases in pay and advancement on the Teachers Basic Salary Schedule in Appendix A-1 for each of said teachers to then continue in accordance with past practice.

For the period September 1, 1992 to August 31, 1993, any percentage increase in salaries and/or wages negotiated by any Union representing any Providence City and/or Providence School Department employee for said period or any part thereof will be provided teachers in full for said period; and any percentage increase in salaries and/or wages awarded any Providence City and/or Providence School Department employee through arbitration

INITIALED AND DATED: LB ----- 11/11/93 Per ----- 11/11/93

for the period September 1, 1992, to August 31, 1993, or any part thereof will be provided teachers in full during the period September 1, 1993 to August 31, 1994, and will be used to recalculate the September 1, 1993, to August 31, 1994, Teachers' Basic Salary Schedule by adding said awarded percentage increase to the September 1, 1991, to August 31, 1992, 10 Step Teachers' Basic Salary Schedule prior to computing and adding the percentage increase negotiated herein this agreement for the September 1, 1993, to August 31, 1994, Teachers' Basic Salary Schedule. The September 1, 1994, to August 31, 1995, Teachers' Basic 10 Step Salary Schedule shall be recalculated in the same manner.

* * *

The Union agrees to drop with prejudice:

1. Grievance No. 2790/Union Grievance/Implementation of Parity Provision; and
2. Unfair Labor Practice Case No. ULP-4602 with respect to said Grievance No. 2790 currently before the Rhode State Labor Relations Board; and
3. Rhode Island Superior Court Case No. C.A. No. PC92-3160 with respect to said Grievance No. 2790.

* * *

The Union and the School Department agree to investigate and review the managed care program available through the current carrier and agree to discuss the possible implementation of such a program. Review will commence by October 1 and a recommendation will be made by January 1.

* * *

The School Department, in conjunction with the City Administration, will prepare a request for proposal that will specify medical coverage equivalent to that provided by existing coverage.

Said plan will be implemented only with agreement by the Union.

If the parties are unable to agree that the medical coverage is equivalent to that provided by existing coverage, the issue will be submitted to final and binding arbitration according to the rules of the American Arbitration Association.

* * *

INITIALED AND DATED:

RB *1/11/93* *PC*

* * *

Change 5-7 to read as follows:

5-7. Teachers not in excess of four (4) who are officers of the Union or who are appointed to its staff may seek and shall be granted leaves of absence up to one (1) year, respectively, without pay for the purpose of performing legitimate duties for the Union. The President of the Union shall have a morning teaching program equivalent to three-fifths (3/5) of a regular teacher's program and shall be relieved of all non-teaching duties without loss of pay and with full service credit as outlined in Section 5-5 for the purpose of conducting labor-management activities. A substitute teacher will be provided whenever the Union President is not present during the school day.

* * *

Add Veazie to 8-5 list of elementary schools.

* * *

Add to 8-14 the following:

A six (6) member Joint Study Committee will be established no later than October 1, 1992 comprised of the Superintendent and Union President and two (2) school administrators to be appointed by the Superintendent and two (2) teachers to be appointed by the Union President for the purpose of developing and recommending to the Board and the Union by no later than March 1, 1993, a new evaluation instrument to take the place of the "Analysis of Teacher Behavior" rating card being used.

* * *

Delete 11-9 provided, however, that any teacher who retired prior to September 1, 1992, who upon retirement, continued to coach up to a maximum of two (2) sports, will be allowed to continue to do so.

* * *

Change Appendix V-Veazie Street School as follows:

V-4-1.6. Change from 3 to 5.

V-5-3. Delete the sentence which reads "New teachers are defined...regularly appointed" and substitute the following: "New teachers are defined as teachers in their first three (3) years of teaching as a regularly appointed teacher."

* * *

INITIALED AND DATED: AB 1/11/93 POX 1/11/93

* * *

Change 12-6 to read as follows:

Teachers who apply and who are qualified for such positions shall be interviewed by a panel, appointed by the Superintendent except that the teacher who has been interviewed within the twelve (12) months preceding the scheduled interview may opt not to be interviewed again for the same posted position, and further, the screening panel in this event shall consider said person's prior interview in determining the top three (3) applicants being recommended to the Superintendent. The recommendation to fill the vacancy shall be made by the Superintendent from among the top three applicants recommended by the Screening Panel.

The Screening Panel and the Superintendent shall give preference to qualified employees in the Providence School Department over applicants from outside the school system if qualifications are relatively equal.

Initial appointment by the Board of the Superintendent's recommendation shall be on a probationary basis for a period of one (1) year and must be resubmitted to the Board at that time for permanent appointment.

* * *

"Annual gross salary" wherever it appears in the Board-Union Collective Bargaining Agreement shall not include the compensation set forth in B-9 which is titled "Athletic Directors, Coaches, Drama Coaches and All City Band Directors nor will said compensation be included when computing class size overage payments."

* * *

The 180 and 230 day school calendars are set forth in the attached and hereby made a part of this AGREEMENT.

* * *

ANY AND ALL OTHER TERMS AND PROVISIONS OF THE one (1) year September 1, 1991, to August 31, 1992, Collective Bargaining Agreement between the Board and the Union as amended which expired August 31, 1992, with the changes as set forth hereinabove in this AGREEMENT shall be the three (3) year September 1, 1992, to August 31, 1995, Collective Bargaining Agreement between the Board and the Union.

INITIALED AND DATED: RB 1/11/93 PCX 1/11/93

SEPTEMBER 1, 1992 TO AUGUST 31, 1995
PROVIDENCE SCHOOL BOARD-PROVIDENCE TEACHERS UNION
COLLECTIVE BARGAINING AGREEMENT CONTINUED

PAGE 5

IN WITNESS WHEREOF AND IN CONSIDERATION THERETO, the duly
authorized representatives of the Board and the Union do affix
their signatures hereto:

PROVIDENCE SCHOOL BOARD:

PROVIDENCE TEACHERS UNION

Roosevelt Benton

Roosevelt Benton
Chairman

Phyllis E. Tennian

Phyllis E. Tennian
Acting President

Robert G. Goggin

Rose Antone

Rosa Benvenuto Payer

Donald A. Lopez

Joseph A. Grande

Joseph A. Grande
Chief Negotiator

Antonia Pond

Mary Batarini

DATE:-----

DATE:-----

IN CITY COUNCIL

FEB 10 1997

FIRST READING
REFERRED TO COMMITTEE ON
FINANCE

Michael K. Clement CLERK