

THE CITY OF PROVIDENCE  
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

# RESOLUTION OF THE CITY COUNCIL

No. 592

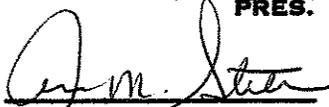
Approved December 9, 2011

Resolution Together with the accompanying copy of Collective Bargaining Agreement by and between the Providence School Board and Rhode Island Council 94, AFSCME, AFLO-CIO, on behalf of Local 1339, Providence Clerical Employees for the period of September 1, 2009 through August 31, 2012.

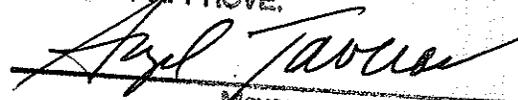
IN CITY COUNCIL

DEC 01 2011

READ AND PASSED

  
PRES.  
  
CLERK

I HEREBY APPROVE.

  
Mayor  
Date: 12/9/11



**CITY OF PROVIDENCE**  
Angel Taveras, Mayor

October 19, 2011

*HAND-DELIVERED*

Honorable Michael A. Solomon  
President  
Providence City Council  
Providence City Hall  
Providence, RI 02903

***RE: Local 1339 Contracts***

Dear President Solomon:

Please find enclosed with this correspondence three agreements by and between the City of Providence and Local 1339, Rhode Island Council 94, AFSCME, AFL-CIO for the period of September 1, 2007 through August 31, 2009; September 2009 through August 31, 2012; and September 1, 2012 through August 31, 2015.

I hereby submit the enclosed agreements to the Providence City Council for ratification.

Sincerely,

A handwritten signature in cursive script that reads "Angel Taveras".

Angel Taveras  
Mayor

Enclosures

**OFFICE OF THE MAYOR**

Providence City Hall | 25 Dorrance Street Providence, Rhode Island 02905  
401 421 2489 ph | 401 455 8823 fax  
[www.providenceri.com](http://www.providenceri.com)

## TENTATIVE AGREEMENT

ENTERED into this 19<sup>th</sup> day of October by and between the CITY OF PROVIDENCE and RHODE ISLAND COUNCIL 94, AFSCME, AFL-CIO, on behalf of LOCAL 1339, PROVIDENCE CLERICAL EMPLOYEES. THE PARTIES HEREBY AGREE pursuant to Article 16 and Article 26 of the parties' Agreement effective September 1, 2007 to August 31, 2009;

WHEREAS, the parties hereto have conducted good faith negotiations pursuant to Title 28, Chapters 7 and 9.4 of the Rhode Island General Laws, as amended; and

WHEREAS, the parties' negotiations have resulted in Agreement for a Collective Bargaining Agreement, effective September 1, 2009 to August 31, 2012;

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

### THE PARTIES HEREBY AGREE:

1. The document titled "Agreement between the CITY OF PROVIDENCE and RHODE ISLAND COUNCIL 94, AFSCME, AFL-CIO, on behalf of LOCAL 1339, PROVIDENCE CLERICAL EMPLOYEES, effective September 1, 2007 to August 31, 2009" is herein incorporated by reference as if fully reproduced. The terms and conditions of this Agreement shall continue and remain in effect for the period of September 1, 2009 to August 31, 2012 except as expressly modified herein.

2. Article 3 Section 4(C)

The parties agree to delete paragraphs 2, 3, & 4 from Article 3.4 (C). The first paragraph to read: The City of Providence supports and agrees to offer and pay for continuing professional development and in-service training for current employees in all classifications to increase, improve, upgrade and/or maintain necessary work skills. The City of Providence shall offer Professional Development opportunities for employees for a total of eight (8) hours to be taken during non-work time in the contractual year.

The parties agree to amend Article 3.4 (C) last paragraph to read: The committee's recommendations for the subsequent school year will be presented to the Union and the City of Providence no later than May 1<sup>st</sup> of each year.

3. Article 4.3(a)(6)(b) Second paragraph to be converted to new section (a)(7)(a).

4. Article 4.3(a)(6)(c) to be converted to (a)(7)(b).

5. Article 4 Section 3 - Health Care Co-Shares

Prior to the effective date of this Agreement, all permanent employees shall co-share in the cost of healthcare benefits provided in this Article through pre-tax weekly payroll deduction (if permissible by law) as follows:

Employees shall share in the cost of their medical health benefits by a payroll pre-tax co-payment deduction for individual plans at .0165 of base wages and Family Plans at .029 of base wages. It is acknowledged that the FY 2010 annual co-payment rates for the Clerical Union shall not exceed \$740 for individual plans and \$1,640 for family plans.

Effective September 1, 2010:

Employees shall share in the cost of their medical health benefits by a payroll pre-tax co-payment deduction for Individual Plans at .0165 of base wages and Family Plans at .029 of base wages.

6. Article 4 Section 3(g)

The parties agree to add a new section, which provides for Deferred Compensation Plan.

Effective September 1, 2009, new employees shall no longer receive Retiree Post Medicare health benefits paid for by the employer but the employer shall allow said employees to purchase Post Medicare eligible healthcare at the retirees cost and at the employer's group rate. Said employees shall be required to participate in a Deferred Compensation Plan at a rate of \$.05 per hour with the fund being used for said retiree Post Medicare healthcare.

7. Article 6 – Salary Schedule

The economic increases shall be as follows and as provided for in the below paragraphs:

Effective September 1, 2009 - an amount equal to an across-the-board wage increase for all bargaining unit employees of two percent (2.0%), over the August 31, 2009 rate.

Effective February 1, 2010 - an amount equal to an across-the-board wage increase for all bargaining unit employees of one percent (1.0%), over the January 31, 2010 rate.

In lieu of a three-percent (3.0%) compounded salary increase for the period of September 1, 2009 through February 1, 2010, members shall receive vacation days equivalent to retroactive monies due to said members. The salary of members shall not increase as a result of the previously stated salary increase. Said vacation days shall be held in a separate bank and shall not be credited against the maximum accrual as set forth in Article 10 of this Agreement. Members may utilize, up to 5 days of said vacation time per year in accordance with Article 10.1(b) of this Agreement. Members shall be reimbursed for any unused vacation days under this Section upon retirement.

Vacation days under this Section shall be calculated so that each member receives the number of additional vacation days at their respective rates of pay.

Effective September 1, 2010 - no wage increase for all bargaining unit employees for FY 2011.

Effective September 1, 2011 – Upgrade Stock Clerk Group 1 to Group 3, Upgrade Secretary to Principals, School Based Sites Secretary to Director, Secretary to CEO and Secretary to Coordinator Group 3 to Group 5. The previously mentioned agreed upon upgrades shall be added to the Salary Schedule.

8. Article 6 Section 5

The parties agree to delete the following: The Providence Evening School will serve students in grades 9 - 12. The Providence Evening High School will operate from 4:00 p.m. to 9:00 p.m. on those days when the Providence Public Schools are in session. The Evening School will follow the school calendar as approved by the School Board.

The parties agree to amend this section to read: In the event a school which follows a non-traditional schedule (i.e. Evening School) is created by the School Board, all clerical work will be performed by Local 1339 members, either hourly at the daily rate of pay or if the alternate schedule is at least the length of a full school day, the clerical position shall be equal to the rate of a Secretary to Principal and shall be filled in accordance with Article 7 of this Agreement.

9. Article 7 Section 2(a)

The parties agree to amend this Article to read: Should a successful bidder return to his/her former position because he/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 twenty (20) day trial/training period, the next senior qualified bidder on the then existing list who has not been awarded or selected any other position from any other list which he/she may be on shall be offered the job under the same conditions as if he/she was the first successful bidder.

10. Article 9 Section 1 - When School is in Session.

The parties agree to amend this Article to read: When school is in session a normal workweek shall consist of forty (40) hours, five (5) days, Monday through Friday, eight (8) consecutive hours for all employees. The City may stagger the starting time as set forth in the job posting. Delete - on a yearly basis for the two (2) receptionist positions in Human Resources by seniority to 7:00 a.m. to 3:00 p.m. or 8:30 a.m. to 4:30 p.m. and the secretary to the Senior Director and the Secretary to Deputy Superintendent of Teaching and Learning and vacant secretarial positions in the Superintendent's suite by seniority to 7:30 a.m. to 3:30 p.m., 8:30 a.m. to 4:30 p.m. or 9:30 a.m. to 5:30 p.m. Notwithstanding the foregoing, this section shall not conflict with the total weekly hours as set forth in Article 9.2

11. Article 10 Section 1(a)

The parties agree to amend the first paragraph to read: "Days may accrue beyond the fifty-five (55) days during the contract year, but said days cannot exceed fifty-five (55) days as of August

31st of each contractual year, except in the event the Employer prevents the employee from taking said excess vacation time during the calendar year. Vacation payout may never exceed fifty-five (55) days.”

Any accrued vacation credits a twelve-month clerical employee may have credited to him/her would be taken at a time that is in agreement with the needs of the School System.

12. Article 10(d) Section 6.

The parties agree to delete this section.

13. Article 10 Section 2(a)

The parties agree to add the following: Primary Day. In the event that all schools are closed due to Primary Election Day, 12 month Clerks shall receive a Personal day, which must be discharged by the end of the contract year.

14. Article 11(f)

The parties agree to amend this Article to read: The City of Providence shall offer overtime opportunities for after school programs offered by, or in conjunction with the City of Providence that requires clerical duties. Overtime assignments shall be offered to clerical members at the site of the After School Program and then to all other members in the bargaining unit by seniority (date of hire) who meet the qualifications for the position. All overtime shall be approved by the Superintendent or Designee before the member works the overtime assignment.

15. Article 12 Section 3(b)

The parties agree to add a new section to read: Sick leave shall be granted for the attendance upon members of the family within the household of the employee, whose illness requires the care of such employee, provided that not more than seven (7) working days with pay shall be granted to employees for this purpose in any one calendar year. Said days shall be discharged in accordance Article 12.

16. Article 20 - Direct Deposit.

The parties agree that employees shall receive compensation either through direct deposit or a debit card on a bi-weekly basis.

17. Article 25 - Site Based Management

The parties agree that this provision shall remain in effect until August 31, 2012 at which time its terms shall terminate.

18. Article 26 - Duration of Agreement

Section 1. The terms and conditions of this Agreement shall be effective September 1, 2009 and shall continue in full force and effect through August 31, 2012. Further, this Agreement shall become effective upon the execution thereof by the parties and shall terminate on August 31, 2012 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.

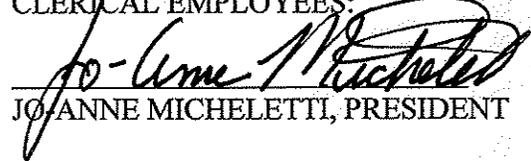
Further, if at the time this Agreement would otherwise terminate, the parties are negotiating for a new agreement, the terms and conditions excluding any wage increase hereof shall continue in effect so long as such negotiations continue.

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, 2012.

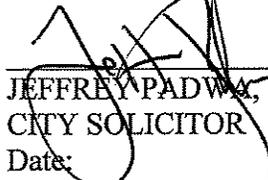
FOR THE CITY OF PROVIDENCE:

  
\_\_\_\_\_  
ANGEL AVERAS, MAYOR

FOR LOCAL 1339, COUNCIL 94  
AFSCME, PROVIDENCE,  
RHODE ISLAND SCHOOL  
CLERICAL EMPLOYEES:

  
\_\_\_\_\_  
JO ANNE MICHELETTI, PRESIDENT

Approved as to form and correctness

  
\_\_\_\_\_  
JEFFREY PADWA,  
CITY SOLICITOR  
Date: 10/13/11

**Providence School Department**  
 Eight Year Cost of Proposed Agreement with 1339  
 2008-2015

<u>1339 Savings Category</u>	<u>Year 1 (07/08)</u>	<u>Year 2 (08/09)</u>	<u>Year 3 (09/10)</u>	<u>Year 4 (10/11)</u>	<u>Year 5 (11/12)</u>	<u>Year 6 (12/13)</u>	<u>Year 7 (13/14)</u>	<u>Year 8 (14/15)</u>
Vacation days in lieu of retro pay	-	-	-	-	-	-	-	-
Reduction of 13 Positions				(814,580)	(814,580)	(814,580)	(814,580)	(814,580)
4% increase 9/1/2013					(678,790)	280,064	280,064	280,064
4% increase 9/1/2014							181,486	291,267
Certain Clerical Upgrades			181,486	181,486	181,486	181,486	181,486	181,486
Sub total	\$ -	\$ -	\$ -	\$ -	\$ (497,303)	\$ (633,094)	\$ (353,030)	\$ (61,763)
<u>Medical Co Shares</u>								
Healthcare - employee payment changes	-			(3,061)	(7,653)	(291,765)	(298,724)	(298,724)
One Year Savings	\$ -	\$ -	\$ -	\$ -	\$ (500,365)	\$ (640,747)	\$ (644,795)	\$ (360,487)
Cumulative Savings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,141,112)	\$ (1,785,906)	\$ (2,146,393)
<b>Total Projected Fiscal Note Savings FY 08-15</b>								<u>\$ (2,146,393)</u>
<b>Other Savings Derived From 1339 Members</b>								
Estimated Budgetary Savings of Compounded Raises					(680,000)			
	\$ -	\$ -	\$ -	\$ -	\$ (680,000)	\$ -	\$ -	\$ -
<b>Total District Budgetary Savings FY 08-15</b>								<u>\$ (2,826,393)</u>

**Addition Information:**

- \* 6 years without cost of living raises
- \* FY 14 and FY 15 both have 4% raises
- \* New Hires as of 9/1/09 no longer receive post Medicare health benefits paid for by the employer
- \* Additional vacation days in lieu of compounded salary increase for the period of 9-1-08 through 5-1-11.

ANGEL TAVERAS  
Mayor

SUSAN F. LUSI, PH.D.  
Superintendent



Providence Public School District  
Office of Deputy CFO/Controller  
797 Westminster Street  
Providence, RI 02903-4045  
tel. 401.456-9435  
fax 401. 456-9252  
www.providenceschools.org

October 19, 2011

Dear Chairman Iglizzi:

For your consideration is the fiscal note pertaining to the proposed changes to the Clerical Union (Local 1339) contract. The City expects to realize approximately \$2,146,393 in reduced expenditures for the duration of the contracts. These new contracts cover the period of September 1, 2007 through August 31, 2015. This agreement covers 225 full time members. The substantive changes in the contract can be categorized within the following three areas; number of employees, wages and health benefits.

### **Employee Reductions**

- Through negotiations, 13 net positions were eliminated from the bargaining unit. The savings for FY 2012 is \$678,790 and \$814,580 for all subsequent years.

### **Wages**

- 58 clerical positions will be upgraded from Group I to Group III or Group III to Group V. The total cost for FY 2012 is \$181,486 and all subsequent years.
- Wages will increase four percent on September 1, 2013 and an additional four percent on September 1, 2014. The total cost is \$851,395.
- Raises for the period of September 1, 2008 through May 1, 2011 will not be compensated with pay increases but instead will be realized with additional vacation days (approximately 35 per member). Although this compensation will not immediately be recognized as an expense, it is a future liability of the district that may be recognized as a future expense depending on how the vacation days are used.

### **Health Benefits**

- Effective July 1, 2013, employees with annual base wages of \$50,000 or more shall co-share in the cost of healthcare insurance benefits through pre-tax weekly payroll deduction by the payment of 18% of the negotiated working rate. Employees with annual base wages that are less than \$50,000 shall co-share in the cost of healthcare insurance benefits through pre-tax weekly payroll deduction by the payment of 15% of the negotiated working rate. Effective July 1, 2014, employees with annual base wages of \$50,000 or more shall co-share in the cost of healthcare insurance benefits through pre-tax weekly payroll deduction by the payment of 20% of the negotiated working rate. Employees with annual base wages that are less than \$50,000 shall co-share in the cost of healthcare insurance benefits through pre-tax weekly payroll deduction by the payment of 15% of the negotiated working rate. The total projected savings are \$601,203.

The following table summarizes the savings and costs of the agreement:

**Eight Year Cost of Proposed Agreement with 1339  
2008-2015**

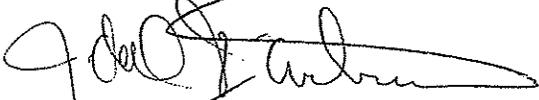
<u>1339 Savings Category</u>	<u>Year 1 (07/08)</u>	<u>Year 2 (08/09)</u>	<u>Year 3 (09/10)</u>	<u>Year 4 (10/11)</u>	<u>Year 5 (11/12)</u>	<u>Year 6 (12/13)</u>	<u>Year 7 (13/14)</u>	<u>Year 8 (14/15)</u>
Vacation Days in Lieu of Retro Pay	-	-	-	-	-	-	-	-
Reduction of 13 Positions					(678,790)	(814,580)	(814,580)	(814,580)
4% increase 9/1/2013							280,064	280,064
4% increase 9/1/2014								291,267
Certain Clerical Upgrades					181,486	181,486	181,486	181,486
Sub total	\$ -	\$ -	\$ -	\$ -	\$ (497,303)	\$ (633,094)	\$ (353,030)	\$ (61,763)
<b>Medical Co Shares</b>								
Healthcare - employee payment changes	-				(3,061)	(7,653)	(291,765)	(298,724)
One Year Savings	\$ -	\$ -	\$ -	\$ -	\$ (500,365)	\$ (640,747)	(644,795)	(360,487)
Cumulative Savings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,141,112)	(1,785,906)	(2,146,393)
<b>Total Projected Fiscal Note Savings FY 08-15</b>								<u>\$ (2,146,393)</u>
<b>Other Savings Derived From 1339 Members</b>								
Estimated Budgetary Savings of Compounded Raises					(680,000)			
	\$ -	\$ -	\$ -	\$ -	\$ (680,000)	\$ -	\$ -	\$ -
<b>Total District Budgetary Savings FY 08-15</b>								<u>\$ (2,826,393)</u>

**Addition Information:**

- \* 6 years without cost of living raises
- \* FY 14 and FY 15 both have 4% raises
- \* New Hires as of 9/1/09 no longer receive post Medicare health benefits paid for by the employer
- \* Additional vacation days in lieu of compounded salary increase for the period of 9-1-08 through 5-1-11.

Thank you for your consideration and should you have any questions please feel free to contact me to discuss.

Respectfully Submitted,



J. Michael D'Antuono, CPA  
Deputy Chief Financial Officer/Controller

An Equal Opportunity Employer. The Providence School Department does not discriminate on the basis of race, age, sex, religion, sexual orientation, gender identity or expression, national origin, color, disability or veteran status. Vision: The Providence Public School District will be a national leader in educating urban youth. Mission: The Providence Public School District will prepare all students to succeed in the nation's colleges and universities, and in their chosen professions.



## Office of the Internal Auditor

# Memorandum

**To:** City Council Members

**From:** Matthew M. Clarkin, Jr., Internal Auditor *MJC*

**Date:** October 19, 2011

**Re:** Review of Tentative Agreements with Local 1339, Rhode Island Council 94, AFSCME, AFL-CIO

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There are three separate Tentative Agreements between the City and Local 1339, Rhode Island Council 94, AFSCME, AFL-CIO currently before the City Council. These Tentative Agreements cover the periods: September 1, 2007 through August 31, 2009; September 2009 through August 31, 2012; and September 1, 2012 through August 31, 2015. Local 1339 currently represent 210 school department employees.

### Additional Vacation Days In Lieu of Salary Increases

#### *Summary:*

In lieu of a three-percent (3.0%) salary increase for the period September 1, 2008 through August 31, 2009, Local 1339 members will receive additional vacation days equivalent to the monies that would be due from the 3.0% salary increase. These vacation days will be held in a bank that is separate from the member's accrued vacation days. Members will be allowed to utilize a maximum of five vacation days annually from this separate bank.

In lieu of a second three-percent (3.0%) salary increase for the period September 1, 2009 through May 1, 2011, Local 1339 members will receive additional vacation days equivalent to the monies that would be due from a 3.0% salary increase. These vacation days will be held in a bank that is separate from the member's accrued vacation days. Members will be allowed to utilize a maximum of five vacation days annually from this separate bank.

*Findings:*

Based upon data received from the school department, the three-percent (3.0%) salary increases will result in an additional thirty-five (35) vacation days being set aside for current Local 1339-represented employees. Employees can utilize up to five vacation days per year and will be paid 100% of the remaining balance of these vacation days upon separation from city employment. In addition, these employees will be eligible to receive up to fifty-five (55) vacation days from their “normal vacation pool” upon separation from city employment.

The school department’s current total liability for the additional 35 vacation days is approximately \$346,500.

**Across-the-Board-Salary Increases**

*Summary:*

A four-percent (4.0%) across-the-board salary increase is provided effective September 1, 2013 and is followed by a second four-percent (4.0%) across-the-board salary increase effective September 1, 2014.

Fiscal Year	Effective Date	Salary Increase
2008	September 1, 2007	0.00%
2009	September 1, 2008	0.00%
2010	September 1, 2009	0.00%
2011	September 1, 2010	0.00%
2012	September 1, 2011	0.00%
2013	September 1, 2012	0.00%
2014	September 1, 2013	4.00%
2015	September 1, 2014	4.00%

*Findings:*

The four-percent (4.0%) across-the-board salary increases will cost the school department approximately \$274,000 in fiscal 2014, an additional \$285,000 in fiscal 2015, and a total of \$832,000 during the period of the Tentative Agreement.

Effective Date	%	Fiscal Year				
		2012	2013	2014	2015	2012-2015
September 1, 2014	4.00%	\$0	\$0	\$273,707	\$273,707	\$547,415
September 1, 2013	4.00%	\$0	\$0	\$0	\$284,656	\$284,656
September 1, 2012	0.00%	\$0	\$0	\$0	\$0	\$0
September 1, 2011	0.00%	\$0	\$0	\$0	\$0	\$0
September 1, 2010	0.00%	\$0	\$0	\$0	\$0	\$0
September 1, 2009	0.00%					
September 1, 2008	0.00%					
		<b>\$0</b>	<b>\$0</b>	<b>\$273,707</b>	<b>\$558,363</b>	<b>\$832,070</b>

**Salary Upgrades**

*Summary:*

Effective September 1, 2011, the compensation for the positions Stock Clerk, Mail Clerk, and Receiving Clerk is increased to Group 3 (\$28,113-33,836) from Group 1 (\$26,325 – 32,157). In addition, the position of Secretary to Principal, School-Based Site Secretary to Director, Secretary to CEO and Secretary to Coordinator is upgraded to Group 5 (\$30,870-36,579) from Group 3 (\$28,113-33,836).

*Findings:*

A total of fifty-eight (58) positions will be affected by these salary upgrades. It projected that these salary upgrades will result in additional payroll costs of approximately \$151,000 in fiscal 2012 and a total cost of \$713,000 during the period of the Tentative Agreement (fiscal years 2012-2015).

## Healthcare Co-shares

### *Summary:*

The healthcare co-shares for Local 1339-represented employees are currently based on a percentage of wages. As of July 1, 2013, employee co-shares will be based upon a percentage of the negotiated healthcare working rate. Below is a summary of the changes to healthcare co-shares in these Tentative Agreements.

Current - Local 1339-represented employees' healthcare co-share payments is based upon .0165 of base wages for individual health plans not to exceed \$650 per year and .029 of base wages for family health plans not to exceed \$1,250 per year.

FY2012 – The maximum employee healthcare co-shares will increase from \$650 to \$740 for individual health plans and from \$1,250 to \$1,640 for family health plans.

Fiscal 2014 – Effective July 1, 2013, Local 1339-represented employees with an annual base wage of \$50,000 or more will contribute through pre-tax weekly payroll deduction a healthcare co-share of 18% of the annual working rate. Employees with an annual base wage of less than \$50,000 will contribute through pre-tax weekly payroll deduction a healthcare co-share of 15% of the negotiated working rate.

Fiscal 2015 – Effective July 1, 2014, Local 1339-represented employees with an annual base wage of \$50,000 or more will contribute through pre-tax weekly payroll deduction a healthcare co-share of 20% of the annual working rate. Employees with an annual base wage of less than \$50,000 will contribute through pre-tax weekly payroll deduction a healthcare co-share of 15% of the negotiated working rate.

The annual increase to the healthcare working rate is capped at a 9.5%, regardless of the actual calculation of the city's medical consultant, Mercer.

### *Findings:*

It is projected that the above changes to the employee healthcare co-shares will result in total savings of approximately \$600,000 over the period of these Tentative Agreements. Savings in school department's medical expenditures through these changes begin in earnest during fiscal 2014.

**Summary of Tentative Agreements**

The Tentative Agreements with Local 1339 avoid increased salary costs for six consecutive fiscal years, through the offering additional vacation days that can be used over time or paid as severance at the time of separation from city employment. The use of vacation days in place of retroactive payments results in savings in the current and future school budgets. An approximate liability of \$346,500 based upon current salaries is created from the establishment of a new pool of vacation days.

Salary upgrades for various clerk and secretary positions is included in these Tentative Agreements and the total cost is approximately \$713,000 during the period of the Agreements.

Finally, these Tentative Agreements require that Local 1339-represented employees share a greater portion of the cost of their healthcare. Beginning in fiscal 2014, healthcare co-shares will be based on a percentage of the working rate rather than the employee's salary.

The total net cost of these Agreements over the period September 1, 2007 through August 31, 2015 is approximately \$944,000.

<b>Financial Summary - Local 1339 Tentative Agreement</b>						
		<b>Fiscal Year</b>				<b>2012-2015</b>
		<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>Total</b>
<b>Across-the-Board Salaries:</b>						
September 1, 2014	4.00%	\$0	\$0	\$273,707	\$273,707	\$547,415
September 1, 2013	4.00%	\$0	\$0	\$0	\$284,656	\$284,656
September 1, 2012	0.00%	\$0	\$0	\$0	\$0	\$0
September 1, 2011	0.00%	\$0	\$0	\$0	\$0	\$0
September 1, 2010	0.00%	\$0	\$0	\$0	\$0	\$0
September 1, 2009	0.00%	\$0	\$0	\$0	\$0	\$0
September 1, 2008	0.00%	\$0	\$0	\$0	\$0	\$0
September 1, 2007	0.00%	\$0	\$0	\$0	\$0	\$0
		<b>\$0</b>	<b>\$0</b>	<b>\$273,707</b>	<b>\$558,363</b>	<b>\$832,070</b>
<b>Salary Upgrades for Certain Positions</b>		\$151,238	\$187,370	\$187,370	\$187,370	<b>\$713,348</b>
<b>Medical Co-shares</b>		(\$3,061)	(\$7,653)	(\$291,765)	(\$298,724)	<b>(\$601,203)</b>
<b>Net Total</b>		<b>\$148,177</b>	<b>\$179,717</b>	<b>\$169,312</b>	<b>\$447,009</b>	<b>\$944,215</b>

**MEMORANDUM OF AGREEMENT**

This Agreement is entered this 8 day of September, 2011 by and between the Providence School Board (Board) and LOCAL 1339, Council 94, AFSCME, Providence, Rhode Island School Clerical Employees (Union);

**THE PARTIES HEREBY AGREE**

1. Recognizing the continuing requirement to provide the most effective and efficient public services, the parties hereto are committed to meet and confer in good faith to address the needs of the City and its Citizenry and all methods of providing services to the Citizenry including consolidating City Departments and Agencies as well as Offices and Divisions of the School Department and those of the City.

2. That upon execution of this Agreement, the School Board shall eliminate the following positions:

- a. Secretary to the Coordinator/Administrator - Special Education
- b. Secretary Assistant - Plant
- c. Secretary to the Director - Leadership
- d. Non Public Book Clerk - Warehouse
- e. Secretary to Controller - Controller
- f. Auto Bus Route Clerk - Transportation
- g. General Clerk - Asa Messer Elementary School (.40)
- h. Clerk - Flynn Elementary School
- i. Secretary Elementary Principal - Flynn Elementary School
- J. Clerk - West Broadway Elementary School
- k. Secretary Elementary Principal - West Broadway Elementary School
- l. General Clerk - Reservoir Avenue Elementary School (.60)
- m. Clerk Elementary School - Windmill Elementary School
- n. Secretary Elementary Principal - Windmill Elementary School
- o. Secretary to Mid Principal - Bridgham Middle School
- p. General Clerk - Bridgham Middle School
- q. Guidance Clerk - Bridgham Middle School

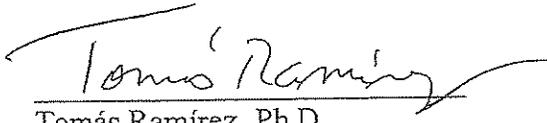
3. Local 1339, individually and collectively, voluntarily agrees to waive all rights it may now have or have had under the grievance and/or arbitration provisions of their respective collective bargaining agreements to grieve or contest the elimination of the positions stated in Section 2 of this Agreement and further agrees to waive any rights the Union may have to contest the above referenced eliminated positions before the Rhode Island State Labor Relations Board or in any other administrative or legal forum.

4. Should any of the school-based positions listed in Section 2 be reinstated due to the reopening of a school, any employee who was permanently assigned to such a position and was displaced through this Agreement will have return rights to their former assignment.

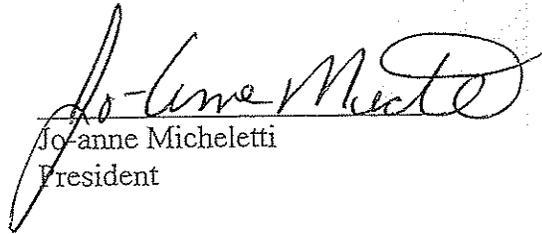
5. The parties hereto acknowledge and agree that this Agreement does not constitute admission of liability on the part of any party, does not constitute a practice or precedent of the parties and shall not be used in any future legal proceeding for any purpose whatsoever except to enforce the provisions of this Agreement as contained herein.

FOR THE PROVIDENCE  
SCHOOL BOARD

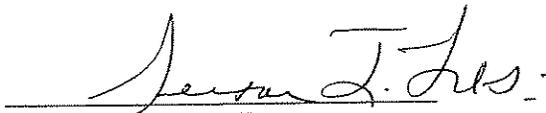
FOR LOCAL 1339, COUNCIL 94 AFSCME,  
PROVIDENCE RHODE ISLAND SCHOOL  
CLERICAL EMPLOYEES:



Tomás Ramírez, Ph.D.  
Acting Assistant Superintendent for  
Human Resources and Labor Relations



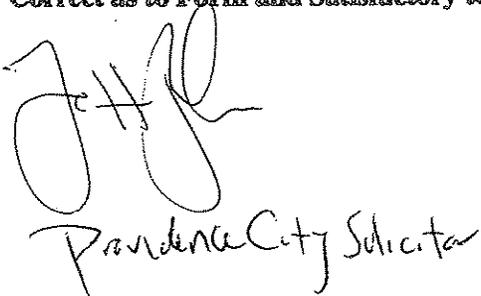
Joanne Micheletti  
President



Susan F. Lusi, Ph.D.  
Superintendent of Schools

\_\_\_\_\_  
Nina Pande  
Vice President, Providence School Board

**Correct as to Form and Satisfactory to Me:**



Providence City Solicitor