

Master Agreement

Between

The Cranston School Committee

And

The Cranston Teachers' Alliance

Teacher Assistant/Bus Aide Unit

Local 1704, AFT

December 20, 2010

to

August 31, 2013

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**

CRANSTON SCHOOL COMMITTEE

Andrea M. Iannazzi, Chairperson

Frank S. Lombardi, Clerk

Steven Bloom

Stephanie A. Culhane

Paula McFarland

Janice Ruggieri

Michael A. Traficante

CRANSTON PUBLIC SCHOOLS

ADMINISTRATIVE STAFF

Peter L. Nero, Superintendent

Dr. Judith Lundsten, Assistant Superintendent

Joseph A. Balducci, Chief Financial Officer

Raymond L. Votto, Jr., Chief Operating Officer

Cheryl Coogan, Executive Director of Pupil Personnel

**Jeannine Nota-Masse, Executive Director of
Educational Programs**

CRANSTON TEACHERS' ALLIANCE

Lizbeth A. Larkin, President

W. Kenneth Bowling, Jr., Vice President

Amy S. Misbin, Treasurer

Kathleen A. Torregrossa, Secretary

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AGREEMENT

This agreement is entered into by the Cranston School Committee, hereinafter referred to as the "Committee" and the Cranston Teachers' Alliance, hereinafter referred to as the "Alliance".

It has as its purpose the promotion of harmonious relationships between the Committee and the Alliance and the establishment of an equitable and rapid procedure for the resolution of differences.

ARTICLE I RECOGNITION

- A. The Cranston School Committee (hereinafter referred to as the Committee) recognizes the Cranston Teachers' Alliance/RIFT/AFT (hereinafter referred to as the Alliance) as the sole and exclusive representative of all employees in the bargaining unit.
- B. The bargaining unit shall consist of all Teacher Assistant/Bus Aide employees of the Cranston Public Schools as certified by the State of Rhode Island Labor Relations Board, Case No. EE1980 dated January 18, 1972, and meeting the requirements as set forth in Title 28, Chapter 9.4, Section 2, of the General Laws of R.I., 1956, as amended.

ARTICLE II SELECTION AND APPOINTMENT

- A. The Superintendent or his/her designee shall be responsible for the selection, employment and assignment of all persons covered by this Agreement subject to School Committee approval. When possible, the school principal and/or unit supervisor will aid in selection of applicants for positions within their schools or units.
- B. There shall be a probationary period of 30 working days for new appointees.
- 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 Chief Operating Officer 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. 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.
- 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.

- E. It is the goal of the Committee to continue to attempt to combine three (3) hour positions into six (6) hour positions. The Committee shall retain the right to create new three (3) hour positions, said positions to be created consistent with past practice.

ARTICLE III SECURITY

- A. All employees of the Cranston School Committee who are members of the Alliance on the effective date of this agreement, or who become members of the Alliance, shall, as a condition of employment, maintain their membership in the Alliance.
- B. An employee is not required to become a member of the Alliance in order to retain employment, however each employee who is not a member of the Alliance will be required to pay through payroll deductions to the Alliance, the current dues as determined by the Alliance.

ARTICLE IV PAYROLL DEDUCTIONS

- A. The employer agrees to deduct from the wages of each employee dues as the Alliance shall designate. Such dues shall be made in each biweekly pay period and shall be remitted to the Alliance. The School Committee is under no obligation to meet any deficit resulting from insufficient funds in payroll account of the employee.

- B. Teacher Assistants/Bus Aides will be eligible to participate in a "Tax-Sheltered" Annuity Plan established pursuant to United States Public Law 87-370 and in accordance with reasonable rules established by the Committee. The President of the Alliance shall be notified of any changes to these rules.
- C. All eligible employees will participate in the Municipal Employees Retirement System and be subject to all provisions as established by the Rhode Island State Retirement Board.

ARTICLE V SAVINGS CLAUSE

- A. If any provision of this Agreement is or shall be at any time contrary to law, then such provision 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.
- B. All rights, policies, privileges, responsibilities and working conditions that have been in effect system-wide previously, and which are not contrary to any provisions in this Agreement, shall continue in effect.

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.

- B. 1. In all cases of involuntary transfer, the least senior employee in the building and job classification shall be transferred unless a more senior Teacher Assistant in the same building and job classification volunteers to be transferred to the vacancy or position in question. This transfer shall be made as soon as the reason for said transfer has been discussed with the employee in question.
2. A Teacher Assistant/Bus Aide may be temporarily transferred whenever his or her assignment is temporarily removed under the following conditions:
 - a. The administration shall notify the Alliance, in writing, indicating the reason and the expected duration of the transfer.
 - b. The effected teacher assistant/bus aide shall have exclusive rights to the position from which he/she was transferred from.
 - c. In the event that the position becomes permanently eliminated, the effected teacher assistant/bus aide shall be considered an involuntary transfer.

C. In case of reduction of personnel (lay-off), the following procedures will be in effect:

1. The six-hour Teacher Assistant/Bus Aide to be replaced will replace the junior six-hour Teacher Assistant/Bus Aide.
2. The six-hour Teacher Assistant/Bus Aides displaced in #1 above will replace the junior Teacher Assistant/Bus Aide in

the three-hour classification only if the Teacher Assistant/Bus Aide in the three-hour classification has less seniority than he/she. If the six-hour Teacher Assistant/Bus Aide displaced in #1 above cannot bump a Teacher Assistant/Bus Aide in the three-hour classification, the six hour Teacher Assistant/Bus Aide shall be laid off.

3. a. In the event that a four-hour Teacher Assistant/Bus Aide in the three-hour classification is bumped by the process described in #2 above, only the three hour position shall be affected. The additional hour shall be posted and assigned to the senior Teacher Assistant/Bus Aide who applies for the position. Only Teacher Assistants/Bus Aides in the three-hour classification are eligible to apply. If no eligible Teacher Assistant/Bus Aide applies for the position, it shall be assigned to the junior Teacher Assistant/Bus Aide in the three-hour classification. Refusal of the junior Teacher Assistant/Bus Aide to accept the position will constitute a voluntary termination on the part of said Teacher Assistant/Bus Aide, thus relinquishing all seniority rights and privileges.
- b. No position of less than three hours shall be created when the duties are such that they can be performed by a Teacher Assistant/Bus Aide in the three-hour position. In any such case in which the additional duties involved can be performed by a Teacher Assistant/Bus Aide in a three-hour position, those additional duties and the additional time shall be offered to three-hour Teacher Assistants/Bus Aides on the basis of seniority.
- c. “Team” time will be assigned to a three (3) hour Teacher Assistant, by seniority, in each of the elementary schools.

Should the more senior Teacher Assistant(s) elect not to cover team; the least senior Teacher Assistant in the building will be required to cover. "Team" time will be paid for hours worked at the Teacher Assistant's current hourly rate.

4. Any Teacher Assistant/Bus Aide laid off by the process described above shall maintain recall rights for a period of not less than three (3) years.
5. If the junior Teacher Assistant/Bus Aide in any step of the bumping process possesses special qualifications, in a position requiring special qualifications, that Teacher Assistant/Bus Aide will not be displaced unless a senior Teacher Assistant/Bus Aide possesses those same special qualifications.
6. Refusal to accept the position made available as described in the bumping process will constitute a voluntary termination on the part of the Teacher Assistant/Bus Aide laid off, thus relinquishing all seniority rights and privileges.
7. Bus Aides shall be placed in a separate classification for purposes of seniority under this Article. Bus Aides will enjoy bumping privileges only within the Bus Aides classification, and conversely, no Teacher Assistant outside the Bus Aides classification shall have the option to "bump" within the Bus Aides classification. Bus Aides may apply for vacancies within other classifications as they occur.
8. Limited English Proficient Teacher Assistants shall be placed in a separate classification for the purposes of seniority under this Article. LEP teacher assistants will enjoy bumping

privileges into the regular Teacher Assistant classification. Bumping into the LEP classification will not be permitted.

9. Special Education Teacher Assistants shall be placed in a separate classification for purposes of seniority under the Article. Special Education Teacher Assistants will enjoy bumping privileges into the regular Teacher Assistant classification. Bumping into the Special Education Teacher Assistant classification will not be permitted.

a. Special Education Teacher Assistants bumping into a regular Teacher Assistant classification will not have their seniority dates disturbed.

10. The Human Resources Office will notify the employees two (2) calendar weeks in advance of lay off. This notice from the Human Resources Office shall be considered the official notice of lay off.

D. An employee who has been laid off and subsequently recalled in accordance with his/her seniority shall be expected to assume his/her assignment within ten (10) working days following the day of recall. The notice of recall shall state the building and assignment being offered to the employee. An employee not reporting for work within the ten (10) day period shall be considered to have voluntarily terminated and to have relinquished all seniority rights and privileges. However, the ten (10) day recall may be extended an additional ten (10) days for reasonable extenuating circumstances. If reasons of illness apply, the Chief Operating Officer may require a physician's statement. When recall is made under this Article, the employee shall be notified of the ten (10) day requirement herein stated.

E. A seniority list of all employees covered under the provisions of this Agreement showing name, hours of work, and date of regular and effective appointment will be made available to the President of the Alliance during the month of January and will be open to challenge and correction for a period of thirty (30) days and, upon proof of error will be corrected.

F. The Seniority list shall be constructed as follows:

1. Seniority accrual shall commence on the effective date of employment of a Teacher Assistant/Bus Aide as acted upon by the Cranston School Committee by resolution.
2. In the case where two or more Teacher Assistants/Bus Aides commenced service on the same date seniority shall be determined by the date said Teacher Assistants/Bus Aides were appointed by resolution of the School Committee.
3. Should two or more Teacher Assistants/Bus Aides have the same resolution date, seniority shall be determined by the date of application.
4. Should there be any other ties; seniority shall be determined by lottery.
5. A joint committee between the District and the Union will be established to review bumping within the bargaining unit.

ARTICLE VII VACANCIES

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

1. Letters of intent must be sent 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 teacher assistants/bus aides to respond.
 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. When two or more teacher assistants/bus aides are equally qualified, seniority shall be the determining factor.
 4. 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.
 5. Qualified bidders from within the Bargaining Unit shall be given preference over all applicants from outside the Bargaining Unit.
 6. 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.

E. A Teacher Assistant/Bus Aide cannot bid on or transfer into a school where she/he has children attending unless there are no other positions available.

F. 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.

G. Teacher Assistants whose primary responsibility are 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 presents another 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, Article VII.E will be overridden and the Teacher Assistant will be allowed to follow the student.

- H. 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.
- I. 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.

ARTICLE VIII WORK SCHEDULES

- A. Teacher Assistant/Bus Aide personnel shall be employed only on regular and normal school days when students are in attendance. (Any other employment arrangements must be approved in advance by the Chief Operating Officer). The responsibility of seeking approval shall rest with the School Administration. L.E.P. Teacher Assistants/Bus Aides may be required to work up to two (2) weeks prior to school opening.
 - 1. Bus Aides whose school is closed while other schools are in session shall be asked to cover the run of absent Bus Aides prior to a substitute being called.
 - 2. All Teacher Assistants/Bus Aides will be required to attend an Orientation session, to be scheduled on the day before the 1st

- day of school for Teachers Assistants or a mutually agreed upon date for Bus Aides. Teacher Assistants/Bus Aides will be paid for hours in attendance as described in Appendix A.
- B. A lunch break of twenty (20) minutes and a coffee break of ten (10) minutes must be observed by all Teacher Assistants/Bus Aides working six (6) or more hours per day. The lunch break shall be uninterrupted and shall not be considered a part of the regularly assigned work day. Teacher Assistants/Bus Aides who work less than six (6) hours per day will not be entitled to a coffee or lunch break.
 - C. Eligibility for benefits and the specific benefits shall be as defined in each Article that speaks to benefits.
 - D. Teacher Assistants/Bus Aides shall not be assigned to cover for absent office clerks.
 - E. The length of the work day of Teacher Assistants/Bus Aides shall be fixed as posted for all positions with the exception of those Bus Aides assigned on Special Education buses. These assigned "Bus Aides" shall perform on an hourly basis as necessary but in no case to exceed seven (7) scheduled hours on any given day. Scheduled Kindergarten runs shall be compensated at a minimum of two (2) hours.
 - F. Teacher Assistants/Bus Aides for whom the use of a car is required shall be paid based upon IRS regulation I.R.B. 924 (Standard Mileage Rates Set).
 - G. The Director of Transportation will send to all Bus Aides a posting of all available summer work assignments no later than the Tuesday of the last full week of school. On or before Friday of the last full week of school, all Bus Aides interested in

summer employment shall meet with the Director of Transportation and a representative of the Alliance to bid on available positions in descending order of seniority. Should this process be insufficient to meet summer scheduling needs, the Director of Transportation will make involuntary assignments of two week intervals based on ascending order of seniority. No Bus Aide will be required to work more than two (2) weeks during the summer. Summer work assignments shall be defined as those runs that are scheduled between the last official day of the Cranston Public School calendar and the opening of schools in September.

1. a. Bus Aides that are assigned to schools that are open while Cranston Public Schools are on vacations shall have the option to work that week.
- b. Any bus aide that requests a week off while their school is in session and Cranston is not, seniority will prevail for that Bus Aide who is assigned voluntarily to that run for the week.
- c. A Bus Aide whose assigned to 190 days or more and who works through the Cranston School Department's vacation time and if for whatever reason that school reduces its school calendar, the Bus Aide will have the option to bump the least senior bus aide who is assigned to a 190 day or greater school/run. New 190 day or greater runs will be assigned by seniority.
- d. Bus Aides who have been assigned to 190 day or greater run will be assigned to the same run each school year.

- e. If on a Cranston School Department run one (1) bus will be taking a youngster in that week when normally two (2) buses are used, seniority will prevail.

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

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. During the first year of employment, sick days will be earned at the rate of 1.5 days per 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 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. 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 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.
 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.
- C. 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 leaves 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 Teacher Assistant/Bus Aide 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 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.
6. 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.
7. 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.
8. 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.

9. 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 Chief Operating 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 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 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 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 school year, the amount of the premium cost-

share paid by teacher assistants/bus aides shall be fifteen (15%) 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.

C. 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 school year, the amount of the premium cost share paid by teacher assistants/bus aides shall be fifteen (15%) percent. Payment under this section shall be subject to Section 125 of the IRS code.

D. 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.

E. 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.

F. 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.

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).

ARTICLE XII GENERAL

A. Reasonable space on existing bulletin boards in an appropriate location shall be made available to the Alliance for posting official Alliance information.

B. If meetings between the Alliance and the Committee, or its representatives specifically designated by it for the purpose of arbitration, are scheduled during normal working hours of a school day, not more than three (3) representatives of the Alliance shall be relieved from all regular duties without loss of pay.

C. The Alliance or any Committee or Representative thereof will have the right to reasonable use of school telephones for local telephone calls for Alliance business only, provided that a non-coin school telephone is available to the School Administration at all times and provided that any such use by Alliance representatives does not interfere with the school program in any way.

D. The Committee and the Alliance shall share equally the cost of publication of this Agreement.

ARTICLE XIII GRIEVANCE PROCEDURE

A. Purpose

The purpose of this Article is to provide opportunity for discussion of any request or complaint and to establish procedures for the processing and settlement of grievances.

B. Definition of Grievance

A grievance shall mean a complaint by a Member of the Bargaining Unit or the Alliance (1) that there has been to him/her a violation or inequitable application of any of the provisions of this contract or (2) that he/she or it has been treated inequitable 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 power to act.

C. Grievance Procedure

Step 1 - Any employee who believes that he/she has a justifiable request or complaint may discuss the request or complaint with his/her immediate supervisor, excluding the teacher, within a period often (10) working days of the knowledge of the event leading to the grievance, with the Alliance Representative being present. It is understood that if the immediate supervisor has no

power to correct or rule on the grievance, the employee may initiate the Grievance at Step 2.

Step 2 - If no satisfactory resolution of the grievance has been reached within five (5) days, the grievance shall then be reduced to writing within ten (10) working days following the Step 1 meeting and forwarded to the Chief Operating Officer. A meeting for discussion of the grievance with the Chief Operating Officer shall be held no later than twenty (20) working days after the submission of the grievance. The Chief Operating Officer shall render a decision in writing regarding the grievance within ten (10) working days following the hearing at Step 2.

Step 3 - If no satisfactory result follows the hearing and decision at Step 2, or if no decision is rendered, the grievance may be appealed to the Superintendent of Schools within ten (10) calendar days following the decision at Step 2. The Superintendent or designee will conduct a hearing of the grievance within twenty (20) calendar days following the appeal to Step 3. The Superintendent or designee will render his written decision within fifteen (15) working days following the hearing at Step 3.

D. Arbitration

1. If no satisfactory resolution is reached, the employee may, within fifteen (15) calendar 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.
2. Only those matters involving the application or interpretation of this Agreement may be submitted to Arbitration.

3. The decision of the arbitrator upon an issue made arbitrable under this Article shall be final and binding upon the parties.
4. The Arbitrator shall have no power to alter, amend, add to or detract from the terms of this Agreement.

ARTICLE XIV SALARIES

- A. Hourly salaries for Teacher Assistant/Bus Aide personnel shall be as agreed to by the parties and set forth in Appendix A which is attached hereto and made a part hereof.
- B. Overtime shall be paid at one and one-half times the regular rate for all full-time persons who are requested to work beyond their normal work day.

ARTICLE XV SHORT TERM LEAVE

A. Bereavement

1. In case of death in the immediate family (father, mother, sister, brother, son, daughter, grandchildren, spouse, mother-in-law, father-in-law, daughter-in-law, son-in-law or other person in the immediate household) a regularly appointed Teacher Assistant/Bus Aide may be absent for a period of seven (7) calendar days including the day of the funeral.
2. In case of death of nieces and nephews, a regular Teacher Assistant/Bus Aide may be absent for a period not to exceed two (2) days.

3. In case of the death of blood relatives of either spouse, not otherwise identified in 1 or 2 above, a regular Teacher Assistant/Bus Aide may be absent without loss of compensation on the day of the funeral.
4. 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.
 - a. The total number of teacher assistants or bus aides on leave will not exceed five (5) 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.

B. 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 Chief Operating Officer shall not unreasonably deny said request. Said request must be made in writing to the Chief Operating Officer 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.

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 XVI
PROFESSIONAL LEAVE
(WITHOUT COMPENSATION)**

A. Leave of Absence for the pursuit of a higher degree of education may be granted by the School Committee upon recommendation of the Superintendent.

B. The following criteria are established to govern the professional leave policy.

1. The Teacher Assistant/Bus Aide must be established as a full-time matriculating student as set by the standards of the institution in which he/she is enrolled.
2. The matriculating program must be in the field of education.
3. The Teacher Assistant/Bus Aide must provide documentation of items 1 and 2 above prior to having the request for leave considered.
4. The Teacher Assistant/Bus Aide 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.
5. The Teacher Assistant/Bus Aide must have been employed as a Teacher Assistant/Bus Aide for an uninterrupted period of

three (3) years in order to be considered for leave under this article.

6. There will be no accrual of sick leave or vacation while on leave for study nor will longevity credit for pay purposes be earned during the period of leave.

ARTICLE XVII 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. Teacher Assistants/Bus Aides will be required to participate on an annual basis for 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.

Article XVIII DURATION

The provisions of this agreement will become effective on **December 20, 2010**, and will continue in full force and effect until **August 31, 2013**.

Cranston School Committee Cranston Teachers' Alliance

Andrea Iannazzi
Chairperson

Lizbeth A. Larkin
President

Date

Date

Peter L. Nero
Superintendent

W. Kenneth Bowling, Jr.
Vice President

Date

Date

**APPENDIX A
SALARY SCHEDULE (HOURLY)**

Step	2010-2011	2011-2012	2012-2013
1.	\$11.56	\$11.73	\$11.91
2.	\$11.93	\$12.10	\$12.28
3.	\$12.32	\$12.50	\$12.69
4.	\$12.96	\$13.15	\$13.35
5.	\$13.17	\$13.37	\$13.57
6.	\$13.53	\$13.73	\$13.94
7.	\$13.97	\$14.18	\$14.39
8.	\$14.36	\$14.58	\$14.80
9.	\$14.65	\$14.87	\$15.09
10.	\$14.94	\$15.16	\$15.39

APPENDIX B
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 an employee'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 thirty 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 canceled.

3. I understand that under current tax regulations, the Cranston Public Schools 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 or 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 Dependency 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 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.

1. We understand that the information contained in this Affidavit is confidential and is being provided for the sole purpose of determining eligibility of benefits.
2. We affirm 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 Cranston Public Schools.

Employee Signature

Domestic Partner Signature

Date:

Date:

____-____-_____
Emp. S.S. Number

____-____-_____
Dom. Partner S.S. Number

APPENDIX C
BENEFIT/COVERAGE SUMMARY
OF STANDARD PPO PLAN

(More specific benefits/coverage is set forth under the Subscriber Agreement in effect during the life of the Contract)

COVERAGE GUIDELINES:

50% coverage of OP BHCD for RI or other plans non-network PPO providers; 80% coverage all other RI or other plans non-network PPO providers up to an OOP maximum \$3000 1/3 per family per calendar year aggregate hospital & surgical-med LOB excluding pedi/IVF/BH/CD; coverage 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 & 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 & dermatology
- * \$50 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:

- * \$5 (generic drugs), \$15 (preferred brand names), 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, allogenic bone marrow, heart, lung, and 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-insurance and/or deductibles; members responsible for balances over the healthcare carrier's allowance when using non-participating 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 -----
- * Inpatient chemical dependency: Detox - up to five (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