

MASTER AGREEMENT

BETWEEN

THE CRANSTON SCHOOL COMMITTEE

AND

**THE CRANSTON TEACHERS' ALLIANCE
LOCAL 1704, AFT**

TECHNICAL ASSISTANT UNIT

**September 1, 2014
to
August 31, 2017**

Equal Opportunity Employer

Cranston Public Schools is committed to maintaining a work and learning environment free from discrimination on the basis of race, color, religion, national origin, pregnancy, gender identity, sexual orientation, marital/civil union status, ancestry, place of birth, age, citizenship status, veteran status, political affiliation, genetic information or disability, as defined and required by state and federal laws. Additionally, we prohibit retaliation against individuals who oppose such discrimination and harassment or who participate in an equal opportunity investigation.

Title II & Title IX Coordinator of Employment

504 Coordinator

**Raymond L. Votto Jr.
Chief Operating Officer**

**Joseph Rotz
Executive Director of Educational
Programs and Services**

CRANSTON SCHOOL COMMITTEE

Janice Ruggieri, Chairperson
Trent Colford
Stephanie Culhane
Domenic Fusco
Jeffrey Gale
Michael Traficante
Daniel Wall

**CRANSTON PUBLIC SCHOOLS
ADMINISTRATIVE STAFF**

Dr. Judith Lundsten, Superintendent
Jeannine Nota-Masse, Assistant Superintendent
Joseph A. Balducci, Chief Financial Officer
Raymond L. Votto, Jr., Chief Operating Officer
Michele Simpson, Executive Director of Pupil Personnel Services
Joseph Rotz, Executive Director of Educational Programs & Services

CRANSTON TEACHERS' ALLIANCE, LOCAL 1704, AFT

Lizbeth A. Larkin, President
John A. Santangelo, Vice President
Amy S. Misbin, Treasurer
Kathleen A. Torregrossa, Secretary

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Article I – Recognition

- A. The Cranston School Committee (hereinafter referred to as the Committee) recognizes the Cranston Teachers’ Alliance, Local 1704, RIFTHP/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 Technical Assistant employees of the Cranston Public Schools as certified by the State of Rhode Island Labor Relations Board, Case No. EE 3617 dated 10/23/98, 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 – Rights of the Committee

There is reserved exclusively to the Committee all responsibilities, powers, rights and authority expressly or inherently vested in it by the laws and constitutions of Rhode Island and of the United States, and by the Charter of the City of Cranston, excepting where expressly and in specific terms limited by the provisions of this Agreement. It is agreed that the Committee retains the right to establish and enforce reasonable rules and personnel policies relating to the duties and responsibilities of Technical Assistants and their working conditions which are not inconsistent with this Agreement.

In all matters under this Agreement calling for the exercise of judgment or discretion on the part of the Committee, the decision of the Committee shall be final and binding if made in good faith, except where otherwise provided in this Agreement.

Article III – Rights of Alliance

- A. The Committee agrees, upon written request of the Alliance to release to said Alliance information available to the Committee concerning the financial resources of the district, tentative budgetary allocations, and such other pertinent, non-privileged information as will assist the Alliance to develop accurate and informed proposals concerning hours, salary, working conditions and all other terms and conditions of professional employment for all Technical Assistants in the negotiating unit. It is further agreed that the Committee will have up to thirty (30) school days to respond to such Alliance requests, and that the Committee may, as its option, fulfill such requests either by written response to the Alliance or by making pertinent records available to an Alliance representative in Committee offices. In case the Committee exercises the latter option, the Alliance representative may not remove any Committee record from the Committee’s offices without the written consent of the Committee.

Article IV – 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 V – Selection and Appointment

- A. The Superintendent or 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 school units.
- B. There shall be a probationary period of 30 working days for new appointees.
- C. The Alliance reserves the right to act on behalf of the Alliance with respect to selection of Technical Assistants to serve on city-wide committees.
- D. The Committee shall make available to all eligible members of the bargaining unit training in all aspects of work performed by Technical Assistants. Such training shall be on at least a yearly basis or as the need requires. Mandatory training in CPR/AED/First Aid, restraint training, and technology is required.
- E. The CTA and the Administration shall create a committee to review bargaining unit positions and shall develop job descriptions for all existing classifications covered by this Agreement no later than December 1, 2014. The committee shall also develop job descriptions for any newly-created classifications proposed by the Administration. The Committee shall consist of three (3) members appointed by the President of the CTA and three (3) members appointed by the Superintendent. If the Committee does not reach consensus on the job description of any classification, the Administration shall have the authority to adopt a job description. If the need arises during the school year, the Administration may, without consultation from the CTA, develop new job descriptions as long as it does not create a new job classification.

Article VI – Payroll Deductions

- A. The employer agrees to deduct 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. Technical Assistants 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 Municipal Employees Retirement System and be subject to all provisions as established by the Rhode Island State Retirement Board.

Article VII – Savings Clause

- A. If any provisions 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 the 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 VIII – Seniority

- A. Seniority shall be defined as the total length of continuous employment with the Technical Assistant Bargaining Unit of the Cranston Teachers’ Alliance. Seniority shall be broken when an employee terminates voluntarily or is discharged for cause.

A Technical Assistant who leaves the bargaining unit and subsequently returns to the Technical Assistant bargaining unit shall be credited with the Technical Assistant seniority that she / he had prior to leaving the bargaining unit provided that the employee maintains continuous employment with Cranston Public Schools.
- B. In case of reduction of personnel (lay-off), employees shall be laid off in reverse order of seniority within the specific classification for which they are hired.
- C. 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. 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.

- E. Any Technical Assistant laid off by the process described above shall maintain recall rights for a period of not less than thirteen (13) months unless the employee has an unsatisfactory evaluation.
- F. Discharge or discipline that leads to a deprivation may only be done for just cause.

Article IX – Vacancies

All vacancies shall be filled pursuant to the following procedures:

1. Prior to the end of the school year, a job fair will be held for the purpose of job selection and transfer. All Technical Assistants will be eligible to participate. If, following that job fair prior to the end of the school year, any new positions that become available or any vacancies that occur, then another job fair will take place during the month of August.
2. All positions shall be filled on the basis of the most senior qualified Technical Assistant in his/her current classification and number of hours.
3. The administration may establish specific bona fide qualifications for any posted position in addition to the general qualifications required for the job.
4. When two or more Technical Assistants are equally qualified, seniority shall be the determining factor.
5. If a position is vacated after all the involuntary transfers, voluntary transfers, and returns from leave have been placed and if the position cannot be filled by a Technical Assistant on layoff, the vacancy shall be filled on a temporary basis until the next job selection.
6. A Technical Assistant cannot bid on or transfer into a school where she/he has children attending unless there are no other positions available and the Technical Assistant is qualified for the position.
7. A Technical Assistant whose primary responsibility is 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 prevents another qualified Technical Assistant from remaining in the building to which the student is being transferred. In the case where a Technical Assistant has a child in the school that the student is being transferred to, Article IX 6 will be overridden and the Technical Assistant will be allowed to follow the student.
8. Qualified bidders from within the Bargaining Unit shall be given preference over all applicants from outside the Bargaining Unit.

9. A Technical 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 Technical Assistant from remaining in the building to which the class is being transferred.
10. If the Cranston School Department is able to obtain written authorization from the parent or guardian of the student, then the student's medical condition and/or disabilities shall be set forth in the job posting.
11. Notice of any involuntary transfer will be given to the Technical Assistant five (5) days before the end of school as well as the August Job Fair.

Article X – Work Schedules

- A. The work day for Technical Assistants shall be seven (7) hours per day.

All Technical Assistants will be required to attend an Orientation session, to be scheduled on the day before the 1st day of school for Technical Assistants. Technical Assistants will be paid for hours in attendance as described in Appendix A.
- B. Technical Assistants will work on regular and normal schools days when students are in attendance.
- C. The lunch period will be one of the scheduled lunch periods. The lunch break will be uninterrupted and shall be considered a part of the regularly assigned work day.
- D. In the event that a specific work-site placement requires a Technical Assistant to supervise students outside the course of the school day, the Technical Assistant may be required to work beyond the normal school day. Such supervision shall not exceed 3:30 p.m. The Alliance shall be notified of the time and duration of said placement prior to implementation and the schedule shall be fixed and posted. The employee's workday shall not exceed seven hours per day.
- E. Technical Assistants shall not be assigned to cover for teachers absent from school.

Article XI – Vacations

- 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 prior to April vacation but less than one (1) full year shall be entitled to one (1) week of paid vacation. Said vacation must be taken during the April recess in the school year in which they were hired.

- C. The Technical Assistant shall be entitled to two (2) weeks vacation when one (1) year of continuous service has been completed. After five (5) years of continuous service all employees covered by this Agreement will be considered to have earned three (3) weeks of paid vacation. Such vacation will be taken in the sixth (6th) full school year and all succeeding years thereafter.
- D. Vacation must be taken during school recesses.
- E. At the discretion of the Alliance, representatives of the Technical Assistants unit shall be granted a total of three (3) school days per year for the purpose of engaging in local, state and national organization activities without loss of pay, provided the Alliance pays 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 XII – 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. Beginning in the 2014-2015 school year, employees will be credited with five (5) days of sick leave on the first day of work. Employees will subsequently earn one (1) day of sick leave per month for ten (10) months. In the following school years, sick days will be earned at the rate of one and one half (1.5) days per month for ten (10) months.

Employees shall not earn sick leave in any month in which the employee was absent on sick leave for more than fifteen percent (15%) of the scheduled work days in the 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, domestic partner 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.
- 2. As of December 20, 2010 unused sick leave may no longer be accumulated by Technical Assistants except as provided in paragraph 3 below. However, in no event shall sick days accumulated after December 20, 2010 be paid out upon the

employee leaving the Cranston Public School System. The following provision shall apply to those accumulated unused sick days prior to December 20, 2010.

- 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 included in the final check.
3. Effective at the beginning of the 2014-2015 school year, bargaining unit members shall carry over up to five (5) days of accumulated unused sick leave from the prior school year, up to a maximum of twenty-five (25) days.
 4. Sick leave shall not be used in half-day increments.
 5. Technical Assistants with perfect annual attendance (used no sick leave) shall receive five hundred dollars (\$500) included in the final check.
 6. 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 XII A.1.
 7. Sick leave shall be granted for personal illness or physical incapacity to such an extent as to render a person thereby unable to perform the duties of his/her position.
- B. 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 when all previously accrued sick leave 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 Technical Assistant duties within one (1) year from the effective date of the leave shall be considered terminated.

5. Prior to return to full-time duty, the employee must submit to the Personnel Office a physician's statement that he/she is able to fulfill all the duties of the Technical Assistant position.
- C. 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 required 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 leave.
- D. A medical certificate may be required when the absence of an employee, due to personal illness, exceeds three (3) consecutive working days. The medical certificate will require the nature of the illness, next scheduled evaluation and/or return date.
- E. Bereavement
1. In the case of death in the immediate family (father, mother, sister, brother, son, daughter, spouse, father-in-law, son-in-law, daughter-in-law, mother-in-law, domestic partner, or other persons in the immediate household) a Technical Assistant may be absent for the period of mourning, including the day of the funeral, not to exceed seven (7) calendar days total. The first calendar day shall be the day following the death in the immediate family, unless said death interrupts the school day.
 2. In the case of death of a grandfather, grandmother, grandson, granddaughter, a Technical Assistant may be absent for the period of mourning, including the day of the funeral, not to exceed three (3) calendar days total.
 3. In the case of death of a niece or nephew, a Technical Assistant may be absent for the period of mourning, including the day of the funeral, not to exceed two (2) calendar days total.
 4. In the case of death of relatives by marriage or blood not listed above, a Technical Assistant will be allowed the day of the funeral without loss of pay.
- F. Unpaid parental leave up to eighteen (18) months will be granted upon request; such request must include the approximate date of return. The Technical Assistant may work until, and return as soon as his/her doctor permits, providing such Technical Assistant is capable of performing his/her regular responsibilities on a permanent basis. The Technical Assistant must notify the Chief Operating Officer 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. Short term leave for personal reasons, not to exceed two (2) days will be granted for such matters as conducting business arrangements which Technical Assistants cannot conduct at any other time such as after school hours, weekends, vacation periods, holidays, etc. upon request to the Chief Operating Officer. No half personal days may be taken.

1. The total number of Technical Assistants on leave will not exceed one (1) on any given day.
2. 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.
3. In the event that the cap has been met and the Technical Assistant has a request for a personal day, the Superintendent will have the discretion to grant additional days off.
4. Technical Assistants may accrue and carry over from one school year to the following school year up to two (2) unused personal leave days. Technical Assistants may not use more than two consecutive personal leave days except with the approval of the Superintendent.

H. Leave of absence without compensation for the pursuit of a higher degree of education may be granted by the School Committee upon recommendation of the Superintendent.

The following criteria is established to govern the professional leave policy:

1. The Technical Assistant 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 Technical Assistant must provide documentation of items 1 and 2 above prior to having the request for leave considered.
4. The Technical Assistant 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 Technical Assistant must have been employed as a Technical Assistant 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 days or vacation while on leave for study during the period of leave.
7. Duration of leave will not exceed one (1) year.

- I. 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.
- J. Employees on leave under Sections F and H will accrue no leave or vacation privilege while on leave.

Article XIII – Insurance

- A. The Committee will provide the following individual medical and dental coverage for a Technical Assistants or, upon request of the Technical Assistants, shall provide family plan coverage for each Technical Assistant 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 Technical Assistant 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 Technical Assistant 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 as Appendix C. Effective in the beginning of the 2014-2015 school year, the amount of the premium cost-share paid by Technical Assistants shall be eighteen (18%) percent. Effective in the beginning of the 2016-2017 school year, the amount of the premium cost-share paid by Technical Assistants shall be twenty (20%) percent. Payment under this section shall be subject to Section 125 of the IRS code.
- B. Those Technical Assistants working less than six (6) hours per day shall be afforded the above benefits on a pro-rated basis. Those Technical Assistants accepting pro-rated benefits will be assessed their pro-rated expense or they may choose to waive the benefits herein specified. Technical 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 in the beginning of the 2014-2015 school year, the amount of the premium cost share paid by Technical Assistants shall be eighteen (18%) percent. Effective in the beginning of the 2016-2017 school year, the amount of the premium cost-share paid by Technical

Assistants shall be twenty (20%) percent. Payment under this section shall be subject to Section 125 of the IRS code.

- D. The Cranston School Committee shall also provide to all members.
 - 1. A \$20,000 Term Life Insurance Policy.
 - 2. Each Technical Assistant shall have the option to purchase up to an additional \$125,000.00 of term insurance.
- E. 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 morale problems associated with the employees impaired by personal concerns including but not limited to: alcohol and other drug abuse, health, marital, family, financial, legal, emotional, or other personal concerns which may adversely affect the employees' job performance. Effective in the 2015-2016 school year, the Employee Assistance Program shall be eliminated.

Article XIV – 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 meeting between the Alliance and the Committee, or its representatives specifically designated by it for the purpose of arbitration, are scheduled during normal working hours or a school day, not more than one (1) representative of the Alliance shall be relieved from all 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.
- E. Technical Assistants may not use their own cars to drive pupils in connection with school or school related activities.
- F. Technical Assistants, for whom the use of a car is necessary, shall be paid based upon IRS regulation I.R.B. 924 (Standard Mileage Rates Set).
- G. Technical Assistants will be required to wear school-issued identification badges during the work day as well as during any paid assignments (i.e. extracurricular

activities, summer school, after-school activities, etc.). Temporary identification badges will be available on-site in the event a Technical Assistant does not have his/her school-issued identification badge upon his/her arrival at work.

A pilot of the security access program which utilizes the ID badge will begin in the year 2014-2015 at Cranston High School East and the Briggs Building. After reviewing the results of the implementation, the Administration may expand the program to other buildings in the District.

- H. All Technical Assistants will receive their pay through direct deposit. The District will send payroll advices and W-2 withholding forms via the District e-mail system.

Article XV – 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 of 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 inequitably 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 of ten (10) working days or 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 a 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 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 arbitral 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 XVI – Professional Development

A professional development program will be provided through the Professional Academy for Cranston Educators developed between the Cranston Teachers’ Alliance and the Cranston Public Schools. Technical Assistants will be compensated for their participation in professional development up to a maximum of eight (8) hours. These hours shall be outside the regular school day. Technical Assistants attending professional development sessions will be compensated under Appendix A of the Master Agreement. Payment for all professional development shall be in the pay period following completion of each training.

Article XVII – Advanced Degrees

Technical Assistants who provide the appropriate documentation (letter or transcript from an institute of higher education) will be eligible to receive the following stipend:

Bachelor’s Degree \$1,000

Full or half increments will be paid providing the request and documentation is received in the office of Human Resources prior to October 15 and March 1 respectively.

Article XVIII – Duration

The provision of this agreement will become effective on September 1, 2014, and will continue in full force and effect until August 31, 2017. In witness whereof the parties hereunto set their hands this _____ day of _____, 20__.

Cranston School Committee

Cranston Teachers’ Alliance

Janice Ruggieri
Chairperson

Lizbeth A. Larkin
President

Date

Date

Dr. Judith Lundsten
Superintendent

John A. Santangelo
Vice President

Date

Date

Appendix A

Salary Schedule (Hourly)

<u>Step</u>	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>
1	\$18.55	\$18.80	\$19.15
2	\$18.80	\$19.05	\$19.40
3	\$19.15	\$19.40	\$19.75

All Technical Assistants employed prior to August 31, 2014 shall be placed on Step 3.

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 a teacher'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.

5. We understand that the information contained in this Affidavit is confidential and is being provided for the sole purpose of determining eligibility of benefits.

6. 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:

- * 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 though the year in which they turn age 26.
- * 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