AGREEMENT BETWEEN
THE CRANSTON SCHOOL COMMITTEE
AND
RHODE ISLAND COUNCIL 94, AFSCME, AFL-CIO
ON BEHALF OF
CRANSTON PUBLIC SCHOOL EMPLOYEES, LOCAL 2044
JULY 1, 2017 - JUNE 30, 2020
<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>EQUAL OPPORTUNITY EMPLOYER</td>
<td>4</td>
</tr>
<tr>
<td>1 PURPOSE</td>
<td>5</td>
</tr>
<tr>
<td>2 RECOGNITION</td>
<td>5</td>
</tr>
<tr>
<td>3 MANAGEMENT RIGHTS</td>
<td>5</td>
</tr>
<tr>
<td>4 UNION SECURITY</td>
<td>5</td>
</tr>
<tr>
<td>5 HOURS OF WORK</td>
<td>6</td>
</tr>
<tr>
<td>6 CATEGORIES OF EMPLOYEES</td>
<td>8</td>
</tr>
<tr>
<td>7 VACATIONS</td>
<td>8</td>
</tr>
<tr>
<td>8 HOLIDAYS</td>
<td>9</td>
</tr>
<tr>
<td>9 SICK LEAVE</td>
<td>10</td>
</tr>
<tr>
<td>10 RELIGIOUS LEAVE</td>
<td>12</td>
</tr>
<tr>
<td>11 BEREAVEMENT LEAVE</td>
<td>12</td>
</tr>
<tr>
<td>12 JURY DUTY</td>
<td>13</td>
</tr>
<tr>
<td>13 PARENTING LEAVE</td>
<td>13</td>
</tr>
<tr>
<td>14 PERSONAL LEAVE</td>
<td>14</td>
</tr>
<tr>
<td>15 MILITARY LEAVE</td>
<td>14</td>
</tr>
<tr>
<td>16 UNION LEAVE</td>
<td>15</td>
</tr>
<tr>
<td>17 UNPAID LEAVE-LONG TERM</td>
<td>15</td>
</tr>
<tr>
<td>18 UNPAID LEAVE-SHORT TERM</td>
<td>16</td>
</tr>
<tr>
<td>19 UNPAID LEAVE-FAMILY ILLNESS</td>
<td>16</td>
</tr>
<tr>
<td>20 FACILITIES FOR REST PERIODS</td>
<td>16</td>
</tr>
<tr>
<td>21 PROMOTIONS/SENIORITY</td>
<td>16</td>
</tr>
<tr>
<td>22 DISCIPLINARY ACTION</td>
<td>20</td>
</tr>
<tr>
<td>Page</td>
<td>Topic</td>
</tr>
<tr>
<td>------</td>
<td>------------------------------------------------</td>
</tr>
<tr>
<td>23</td>
<td>GRIEVANCE PROCEDURE</td>
</tr>
<tr>
<td>24</td>
<td>HEALTH INSURANCE</td>
</tr>
<tr>
<td>25</td>
<td>TEMPORARY DISABILITY INSURANCE</td>
</tr>
<tr>
<td>26</td>
<td>LIFE INSURANCE</td>
</tr>
<tr>
<td>27</td>
<td>STORM DAYS OR EMERGENCY</td>
</tr>
<tr>
<td>28</td>
<td>NO STRIKE/ NO LOCKOUT</td>
</tr>
<tr>
<td>29</td>
<td>RESIGNATIONS</td>
</tr>
<tr>
<td>30</td>
<td>SEVERABILITY</td>
</tr>
<tr>
<td>31</td>
<td>NEGOTIATIONS PROCEDURE</td>
</tr>
<tr>
<td>32</td>
<td>TRAINING</td>
</tr>
<tr>
<td>33</td>
<td>PENSION</td>
</tr>
<tr>
<td>34</td>
<td>WAGE RATES &amp; CLASSIFICATIONS</td>
</tr>
<tr>
<td>35</td>
<td>PERSONNEL FILES</td>
</tr>
<tr>
<td>36</td>
<td>MILEAGE</td>
</tr>
<tr>
<td>37</td>
<td>P.E.O.P.L.E.</td>
</tr>
<tr>
<td>38</td>
<td>DURATION</td>
</tr>
<tr>
<td></td>
<td>APPENDIX A</td>
</tr>
<tr>
<td></td>
<td>APPENDIX B</td>
</tr>
<tr>
<td></td>
<td>EXHIBITA (Test Grading Policy)</td>
</tr>
<tr>
<td></td>
<td>EXHIBIT B (Summary of Healthcare Benefits)</td>
</tr>
</tbody>
</table>
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  
Raymond L. Votto Jr.
Chief Operating Officer

504 Coordinator  
Joseph Rotz
Executive Director of Educational Programs and Services
ARTICLE 1
PURPOSE

1.1 This Agreement entered into by the CRANSTON SCHOOL COMMITTEE, hereinafter referred to as the Employer, and RHODE ISLAND COUNCIL 94, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, ON BEHALF OF LOCAL 2044, CRANSTON PUBLIC SCHOOLS ADMINISTRATIVE ASSISTANT EMPLOYEES, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the School Committee and the Union.

ARTICLE 2
RECOGNITION

2.1 The Employer recognizes the Union as the sole and exclusive bargaining agent in all matters pertaining to wages, hours and all other conditions of employment as certified by the Rhode Island State Labor Relations Board in Case No. EE-1819 on October 15, 1968. The parties agree that the School Committee may employ up to a maximum of thirty (30), three (3) hour clerical employees. Whenever possible, the School Committee will combine three (3) hour positions into six (6) hour positions.

ARTICLE 3
MANAGEMENT RIGHTS

3.1 The Employer retains all rights and responsibilities granted to it by law to manage, control and direct the Cranston Public Schools except as specifically abridged herein by the provisions of the Agreement.

ARTICLE 4
UNION SECURITY

4.1 The Committee agrees to the continuance of a Union check-off system whereby the Union dues and/or Union service charges will be withheld from the employee’s salary. Such withholdings to be transmitted at intervals of no greater length than thirty-one (31) days to the “Rhode Island Council 94, AFSCME, AFL-CIO, 1179 Charles Street, North Providence, RI 02904” and accompanied by a list of employees paid.
4.2 All employees covered by this Agreement and who are members of the Union on the effective date of this Agreement shall remain members of the Union in good standing for the life of this Agreement.

4.3 All employees covered by this Agreement who have not or do not make application for membership shall have deducted from their salaries each pay period a service charge as a contribution toward the administration of this Agreement in an amount equal to regular dues. This service charge along with all dues collected, shall be remitted to the Union as specified above.

4.4 Effective July 1, 2017, the Committee shall provide to the Union President and Union Executive Director, on an annual basis, the following information on every bargaining unit member: name, address, phone number, and birthdate.

ARTICLE 5
HOURS OF WORK

5.1 All members of the Bargaining Unit regularly assigned to a position requiring thirty (30) or more hours of work per week will receive the benefits of a full-time employee. All members of the Bargaining Unit regularly assigned to a position requiring twenty (20) or more hours of work per week will receive full Blue Cross/Blue Shield and Delta Dental coverage or its equivalent unless said employee’s spouse is provided equal or better Blue Cross/Blue Shield and Delta Dental or their equivalency.

5.2a Employees will be paid at their base rate of pay for all hours worked as part of their regular work schedule. All work performed in excess of forty (40) hours, Monday through Friday, will be compensated at the rate of one and one-half (1.5) times.

5.2b Any member who works during the weekend shall be paid the minimum rate of one and one-half (1.5) times for all hours worked on the weekend, regardless of whether or not he/she worked forty (40) hours Monday through Friday. Said weekend hours shall not be counted toward the forty (40) hour minimum required for weekday overtime as set forth in Article 5.2a above.

5.3 Employees assigned by the Chief Operating Officer to work in a higher classification for a period of three (3) or more days shall be compensated at the rate of the higher classification as of the first day of the assignment in the higher classification.
5.4 Category 3 employees in the administration offices and secondary school offices shall work a regular day of seven and one-half (7.5) hours, five (5) days a week, Monday through Friday, while schools are in session. When schools are not in session employees will have the option of working six and one-half (6.5) hours or their regular school year schedule. Employees will be paid only for hours worked.

5.5 Category 2 employees in secondary school offices shall work a regular day of seven and one-half (7.5) hours, five (5) days per week, Monday through Friday, while schools are in session. When school is not in session, employees will have the option of working six and one-half (6.5) hours or their regular school year schedule. Employees will be paid only for hours worked.

5.6 Category 2 employees in elementary school offices shall work a regular day of seven (7) hours, five (5) days a week, Monday through Friday, while schools are in session. When school is not in session, employees will have the option of working six (6) hours or their regular school year schedule. Employees will be paid only for hours worked.

Effective July 1, 2019, Category 2 employees in elementary school offices shall work a regular day of seven and one-half (7.5) hours, five (5) days a week, Monday through Friday, while schools are in session. When school is not in session, employees will have the option of working six and one-half (6.5) hours or their regular school year schedule.

5.7 Category 2 employees in administrative offices shall work a regular day of seven hours, five days a week, Monday through Friday, while schools are in session. When school is not in session, employees will have the option of working six hours or their regular school year schedule. Employees will be paid only for hours worked.

5.8 Category 2 employees in administrative offices shall work a regular day of six (6) hours, five (5) days a week, Monday through Friday, while schools are in session. When school is not in session, employees will have the option of working five (5) hours or their regular school year schedule. Employees will be paid only for hours worked.

5.9 The rest periods will be as follows:
   a) All employees shall receive a lunch period of one-half (.5) hour.
   b) All employees' schedules shall provide for one fifteen (15) minute rest period in the morning.
5.10 All employees who elect to work the reduced summer/recess schedule will notify their immediate supervisor and the Chief Operating Officer of their intentions prior to May 1st. The workday for all employees who elect the summer/recess work schedule option will begin at 8:00 a.m.

5.11 All employees on a four (4) hour schedule will work that schedule all year round.

**ARTICLE 6  
CATEGORIES OF EMPLOYEES**

6.1 This article defines the categories of employees covered under this Agreement. All members of the Bargaining Unit will be placed in the correct category.

6.2 **Category 3** – Works a normal 260 day year except in those years where the calendar provides either 1 or 2 additional workdays. This category shall include all Chief Administrative Assistants.

6.3 **Category 2** – Works 200 days that include the 180 days school is in session. Persons in this category will work no more than two (2) weeks before school opening and two (2) weeks after school officially closes.

6.4 **Category 1** - Works the 180 days that school is in session.

**ARTICLE 7  
VACATIONS**

7.1 Vacations with pay shall be granted to all employees in the following schedule:

- After six months of continuous service............................................ 5 days
- After one full year of continuous service.......................................additional 5 days
- After two full years of continuous service................................. 10 days (total)
- After five full years of continuous service.................................15 days (total)
- After five full years of continuous service (Cat 3).................. 17 days (total)
- After ten full years of continuous service.......................... 24 days (total)
- After ten full years of continuous service (Cat 3).................. 25 days (total)

7.2 Vacation entitlement is based on the individual employee’s anniversary date as appears on the published seniority list. Therefore, any employee who transfers into the bargaining unit shall have vacation entitlement based on service within the bargaining unit only.

7.2a Vacation days/pay must be taken by the end of the current fiscal year.
7.3 All Category 3 employees except Chief Administrative Assistants will be allowed to take their vacations at any time during the calendar year with the approval of their immediate supervisor. All Category 3 Chief Secondary Administrative Assistants will be allowed to take their vacation at any time during the year, except the months of June and September, with the approval of their immediate supervisor.

7.4 Vacations will not be taken by Category 3 Administrative Assistants during the seven day period following the close of schools nor will vacation be taken during the seven day period immediately prior to the opening of schools without approval from the immediate supervisor and the Chief Operating Officer and/or his designee.

7.5 Changes in the above vacation scheduling may be made only in special situations where following the schedule will cause hardship to the employee. Such change may be made only with prior and full approval of the Chief Operating Officer. Any changes as referred to herein will be considered on its' own merits and in no way establishes precedent.

7.6 Category 1 and 2 employees' vacations are to be taken during the weeks schools are not in session, i.e. during the vacation weeks at Christmas, in the winter and spring. If an employee is entitled to twenty-four (24) days vacation, he or she shall receive nine day's pay in his or her final check at the end of the school year. If an employee is entitled to vacation time and there are no recess periods remaining, he/she will receive pay in the final check for that fiscal year.

7.7 In the event a holiday falls during a vacation period for a Category 3 employee then the employee will be paid for that holiday and not charged vacation time.

7.8 All vacation requests shall be confirmed or denied, in writing, within a reasonable timeframe.

**ARTICLE 8**
**HOLIDAYS**

8.1 All employees, except as noted, are entitled to the following paid holidays if they fall during a week school is in session and a person is scheduled to work. If a holiday falls during a school recess period and a Category 1 or 2 employee is entitled to this recess period as earned vacation time then the employee will be paid for the holiday and not charged vacation time. That
vacation day can only be taken during the time period following the close of school but no later than June 30th.
- Labor Day
- Columbus Day
- Election Day on which all schools are closed
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

*Also applicable to Category 2 employees who are scheduled to work all the possible work days in the week in which the holiday falls, including but not limited to when the holiday falls on a Monday or Friday of that week.

8.1a Employees shall not be paid holiday pay if the employee, who is scheduled to work the day before or the day after does not report to work, on either of the scheduled work days. This provision denying holiday pay shall not apply if the employee has previously scheduled an approved day off on the day before or the day after the holiday, or if the employee takes a sick day and has medical documentation as to the medical reason for the absence.

8.2 Whenever December 24th and December 31st fall on a workday, all offices system wide will close at 12:00 noon. If either of the aforementioned days is taken as a vacation day, the administrative assistant will be charged with one-half (.5) vacation day.

8.3 In the event a holiday as listed above falls on a Saturday or Sunday and the district does not observe said holiday on either the Friday or the Monday as a paid day off then the employee will be paid for that holiday.

**ARTICLE 9**

**SICK LEAVE**

9.1a Employees shall accrue sick leave at the rate of one (1) day per month. Employees shall not earn sick leave in any month in which the employee is absent on sick leave for more than twenty percent (20%) of the scheduled work days in the month.

9.1b Any employee of the Cranston Public Schools who transfers into the bargaining unit shall be allowed to transfer into his/her sick leave entitlement any sick leave accrued prior to transferring into the bargaining unit.
9.2 In case of absence due to illness, employees may be required to file with the School Department a physician’s certificate stating the nature and duration of the illness.

9.3 The employee may be permitted to utilize accrued sick leave referenced in Article 9.1a charge up to three (3) days per year when an illness occurs in the employee’s immediate family (immediate family is defined as father, mother, spouse, domestic partner, daughter, son or other relatives in the immediate household 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.

9.4 Employees shall be permitted to use a maximum of thirty (30) days of accrued sick leave when illness occurs in the employee’s immediate family (immediate family is defined as father, mother, spouse, domestic partner, daughter, son or other relatives in the immediate household) that requires the employee to care for the person who is ill. Employees may be required to file with the School Department a physician’s certificate stating the nature and duration of the illness. 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.

9.5 When an employee is subject to quarantine by the order of the Health Department, there shall be no loss of salary for full-time employees.

9.6 As of July 1, 2013, unused sick leave may no longer be accumulated for payout. The following provision shall apply to those unused sick days accumulated prior to July 1, 2013, hereinafter referred to as Bank 1.

Upon leaving the Cranston Public School system, and being deemed eligible for retirement by the Employee’s Retirement System of Rhode Island (ERSRI), the administrative assistant shall be entitled to severance pay based upon the following:

a) Minimum of 100 unused sick leave days shall be accumulated.

b) Union members who have been a part of the administrative assistant bargaining unit and have worked for the Cranston Public Schools for ten (10) years or more, shall receive compensation for sick days they have accumulated at a rate of $20.00 per day for the total number of days accumulated. Union members who have been part of the administrative assistant bargaining unit and have worked for the Cranston Public Schools for twenty (20) years and have accumulated a minimum of one hundred twenty (120) days shall, upon leaving the Cranston Public School system, and being deemed eligible for
retirement by the Employee’s Retirement System of Rhode Island (ERSRI), 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 administrative assistant’s final check.

d) Administrative assistants with perfect annual attendance (used no sick leave) may exercise the option of receiving five (5) days pay.

9.7 All employees will receive a record of all accumulated sick leave on their pay stub.

9.8 Employees shall carry over all unused sick leave days and they shall be placed in Bank 2 and said sick days will not be subject to the payout described in Article 9.6. Employees may use sick leave days in Bank 1 if he/she exhausts all sick leave days in Bank 2.

ARTICLE 10

RELIGIOUS LEAVE

10.1 Employees will suffer no loss of salary when Cranston Schools are officially closed for the observance of Rosh Hashanah, Yom Kippur and Good Friday. Also, employees whose religious obligations require attendance at religious services held during the school day will suffer no loss of salary, not to exceed two (2) days per year and provided that notification must be given at least one (1) school day prior to taking leave or pay will be deducted. Compensatory day provisions will not apply to this section.

ARTICLE 11

BEREAVEMENT LEAVE

11.1 In the case of death in the immediate family (father, mother, sister, brother, son, daughter, spouse, domestic partner, father-in-law, mother-in-law, son-in-law, daughter-in-law, step-mother, step-father or other relatives in the immediate household), a regular employee may be absent for the period of bereavement, including the day the death occurs, not to exceed seven (7) calendar days.

11.2 In the case of death of a relative by marriage (sister-in-law, brother-in-law, step-son, step-daughter, step-brother, step-sister, grandparents and grandchildren) a regular employee may be absent for the period of bereavement, not to exceed three (3) calendar days.
11.3 In case of death of a niece or nephew, employees will be allowed to be absent for the period of bereavement, not to exceed two (2) calendar days.

11.4 In the case of death of blood relatives of either spouse not listed above, employees will be allowed to be absent the day of the funeral without loss of pay.

**ARTICLE 12**

**JURY DUTY**

12.1 Any employee who is required by law to be absent from work for Jury Duty will be paid the difference between the employee’s gross daily school department salary and the gross daily compensation received for the performance of jury service, only when the gross daily jury service salary is less than the gross daily school salary. In order to qualify for such compensation the employee called for Jury Duty will be required to report when excused from Jury Duty prior to 11:00 a.m. on any day of jury service.

**ARTICLE 13**

**PARENTING LEAVE**

13.1 Parenting Leave, without compensation or benefits, shall be granted by the Committee upon recommendation of the Superintendent for a period not to exceed one year. Written request for such leave must be made no less than sixty (60) days prior to the date the leave is to begin.

13.2 Request for Parenting Leave without compensation must be accompanied by a physician’s statement establishing the expected date of confinement and the date through which the employee may be physically able to fulfill all the requirements of her position.

13.3 Parenting Leave shall expire at the end of the period for which the leave was granted. If request to return from leave under this section is not made prior to the expiration of the leave period, the employee shall be considered to have terminated.

13.4 Employees may exercise the provisions of Article 9 of this Agreement in cases of pregnancy.

13.5 When Article 9 of the Agreement is opted, the employee must work up to the time of disability and return at the time the disability no longer exists, exactly as any other illness or disability may cause an employee to be absent.
13.6 Employees must select only one option in case of pregnancy; the long term non-paid leave with a one year maximum or the sick leave option which will generally be for the required period of confinement as established by medical data.

13.7 The administration may require employees to submit to physical examinations conducted by a physician selected by the administration when Article 9 of this Agreement is being exercised.

ARTICLE 14
PERSONAL LEAVE

14.1 Each employee shall be entitled to full pay leave not to exceed three (3) days per year for personal business which cannot reasonably be done outside the work day. Request for such leave must be submitted to the Chief Operating Officer in writing at least five (5) working days prior to the day of the leave. Said personal leave requests shall be confirmed or denied, in writing, within a reasonable timeframe. In emergencies, the employee may obtain oral permission from the immediate supervisor with the stipulation that a written request will be forwarded as soon as possible. A maximum of four (4) administrative assistants (who work for schools) per day shall be allowed such personal days.

ARTICLE 15
MILITARY LEAVE

15.1 The Committee will grant a leave of absence for limited military training to an employee covered under this Agreement who is an active member of a reserve component of the Armed Forces of the United States.

15.2 The length of the military leave for training will not exceed the standards established by Federal regulations for training activities required of the employee for the maintaining of creditable standing in the Reserve component of the Armed Services.

15.3 The employee will be compensated for up to a maximum of ten (10) work days in any one calendar year for the difference between the employee’s gross calendar year and the employee’s gross daily military pay and gross daily school department salary, only when the gross daily military salary is less than the gross daily school salary.
ARTICLE 16
UNION LEAVE

16.1 A leave of absence without compensation, not to exceed five (5) days in any one year period, may be granted to one elected official of Local 2044 to attend International, Regional or State conventions.

16.2 This leave request may be disapproved by the Superintendent or his representative if the absence of the employee requesting leave, due to responsibilities of the position, causes undue hardship in the daily operation of the particular school department office.

ARTICLE 17
UNPAID LEAVE - LONG TERM

17.1 Employees covered by this Agreement may request unpaid leave for reason of personal illness or disability.

17.2 Written request for unpaid leave may be made to the Superintendent of Schools. Such request must be accompanied by a physician’s statement substantiating the necessity for the leave and approximate date of return.

17.3 Periods of leave may not exceed six (6) calendar months.

17.4 The recommendation for approval of the leave will be discretionary with the Superintendent but will not be unreasonably withheld.

17.5 Employees on leave under this article will accrue no sick leave, vacation entitlement or longevity while on leave. Seniority rights only will continue.

17.6 Upon expiration of the leave, the employee may be returned to the position from which the leave was granted, if said position is available, or to a position providing a salary comparable to the position from which the leave was granted.

17.7 Prior to return to full time assignment, the employee must submit to the Human Resources Office a physician’s statement that the employee is able to fulfill all of the duties of the position on a full time basis.
ARTICLE 18
UNPAID LEAVE - SHORT TERM

18.1 Any member of the Bargaining Unit may request up to two (2) school days of leave of absence in any school year, without compensation for a validated emergency. The Chief Operating Officer shall not unreasonably deny said request.

ARTICLE 19
UNPAID LEAVE - FAMILY ILLNESS

19.1 All employees shall be eligible for a leave of absence for a minimum of 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 or her immediate family (immediate family is defined as father, mother, spouse, domestic partner, daughter, son or other relatives in the immediate household), 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 his or her position before the expiration of the leave.

ARTICLE 20
FACILITIES FOR REST PERIODS

20.1 Employees shall have available to them any and all lounges and dining areas as are available to the teaching staff in the building. The Committee shall not be obliged to undertake any construction or remodeling under the provisions of this section.

ARTICLE 21
PROMOTIONS/SENIORITY

21.1a Seniority shall be defined as the total length of time an employee has worked in any position or positions covered by this Agreement regardless of classification. All posted vacancies shall be filled by the senior qualified candidate, except for the Chief Administrative Assistants who must work in a school for the immediate two (2) years prior to bidding on the vacant Chief position. Vacant positions covered by this Agreement shall be posted in the various schools and on the website as well as distributed to the Bargaining Unit President or his/her designee by e-mail. A vacancy shall be defined as the availability of a position caused by retirement, resignation, unpaid long-term leave of absence or promotion to a non-bargaining unit position.
In the event the employer is aware of a vacancy that will occur by June 30th due to a resignation, retirement or other circumstance that will cause a bargaining unit position to become vacant, the employer will conduct a “job selection” process on the working day following the last day of school. Vacancies that occur after the close of schools or during the summer recess period will be filled by a “job selection” process which will take place on the first Friday that Category 2 administrative assistants return to work, at a designated time and place. Positions left open during the first round of the selection will in turn be up for selection and so on until all positions have been bid on. Any position(s) that remain open after the “job selection” process will be posted to the public. The school district shall only be obligated to post those vacant positions that it intends to fill. If a member is unable to attend the “job selection” then said member shall have someone present to act as a proxy on their behalf for purposes of bidding.

21.1b If a position becomes available after the August job selection process and before the June job selection process, and the position cannot be filled by an administrative assistant on layoff, then it shall be filled as a bargaining unit position until the June job selection.

If the job is to be permanently filled, then said employee shall receive a notification on or before June 1st that it is mandatory for he/she to appear at the job selection to choose a position due to their involuntary transfer. For purposes of this article, involuntary transfer means that an employee shall be moved out of the position they occupied during the school year and be subject to the bidding procedure at job selection. The position that said member occupied during the school year shall be open for bidding in accordance with seniority. If a member is unable to attend the job selection, then said member shall have someone present to act as a proxy on their behalf for purposes of bidding.

If the job is to be abolished, then said employee shall be notified of his/her layoff status in accordance with the provisions of Article 21.8.

21.2a An administrative assistant will not be allowed to bid on or transfer into a school position in which he/she has children attending unless that person has been bumped out of a position and there are no other positions remaining or unless the position is one with more hours or it is a higher classification.

21.2b Notwithstanding any language to the contrary, a Category 3 qualified candidate shall be determined by that candidate receiving a passing grade of 75 on a test to be given by the Human Resources Department. The grading policy for the test is set forth in Exhibit “A” attached hereto and made a part hereof. This testing does not apply to present Category 3 employees.
who will be grandfathered into their present positions. Further, this testing only applies to vacancies. Finally, the requirement of passing the test shall take place in four (4) year intervals, i.e. a passing grade on a test qualifies that employee for Category 3 positions for four (4) years.

21.3 Seniority shall be a prime consideration in respect to job security, recalls and vacation preference.

21.4 For the purposes of this Agreement the expression “date of hire” shall be defined as the day an employee begins to work for the Cranston Public Schools, excluding time served as a substitute. In the event that two (2) or more employees begin work at the same time on the same date, a lottery will be held to determine seniority. This lottery will be held within one (1) week of the date of the appointment.

21.5 Annual increases effective July 1 will be given to employees hired prior to January. An employee hired after January 1 shall remain on the same step at the time of hire until the following year.

21.6 Seniority shall be forfeited in the event that an employee is discharged for cause, or in the event he or she terminates his or her employment voluntarily.

21.7 The School Department shall provide a Seniority List to the Union once yearly in the month of January.

21.8a In the event that an administrative assistant’s position will be abolished, a meeting will be held with representative(s) of the Administration and representative(s) of the Union. A two (2) week written notice will be given to the employee and her options will be explained. The employee shall exercise her bumping rights within two (2) weeks of this meeting and shall move into the position selected within four (4) weeks after selection. If an employee seeks to bump, it must be to a position for which the employee is qualified.

21.8b All members affected by the bumping process will be called to a meeting where written information will be provided for all positions eligible for consideration in the bumping process including any jobs left over from the jamboree, or postings or job selection.

21.8c A bumping jamboree will be held for all members affected.

21.8d Each member will choose a position by seniority. The member who is bumped and those still affected by the bumping procedure will remain until the bumping is completed. Members who cannot attend the bumping jamboree must assign a proxy to choose a job for her.
21.8e Employees working in the elementary schools shall exercise their seniority by bumping in elementary schools first and then system wide. Employees working in secondary schools shall exercise their seniority by bumping in the secondary schools first, and then system wide. Employees working in central administration shall exercise their seniority by bumping in central administration first and then system wide.

21.8f Effective July 1, 2019, 21.8a through 21.8e shall be eliminated in their entirety and replaced with the following (Articles 21.8g and 21.8h shall remain in full force and effect):

In the event that an administrative assistant’s position will be abolished, a meeting will be held with representative(s) of the Administration, representative(s) of the Union, the affected employee, and any potentially affected employees. At said meeting written notice will be given to the employee and any potentially affected employees and their options will be explained. Said options shall include the ability to accept the layoff and be placed on the recall list, the ability to accept an involuntary transfer as defined in Article 21.1b, or shall have the ability to bump another member.

Within one (1) week following the initial meeting above, a second meeting shall be held for all affected employees. At said meeting each member will provide the Administration with their elected option. If any members elect to accept an involuntary transfer as defined in Article 21.1b, then said member shall be required to attend the job selection to bid on a new position or have someone present to act as a proxy on their behalf for purposes of bidding.

If members elect to bump or to accept the layoff, then any potential bumping or layoffs shall be finalized at that time. If a bumping jamboree is required, based on member selections, then it shall be conducted in accordance with the following guidelines:

1. If an administrative assistant occupying the A classification is subject to layoff, then he/she shall bump the least senior A member. If there is no least senior A member, then he/she shall bump the least senior B member who works 12 months. If there is no least senior B member who works 12 months, then he/she shall bump the least senior B member who works 10 months.

2. If a member in the B Classification who works 12 months is subject to layoff, then he/she shall bump the least senior B member who works 12 months. If there is no least senior B member who works 12 months, then he/she shall bump the least senior B member who works 10 months.
3. If a member in the B classification who works 10 months is subject to layoff, then he/she shall bump the least senior B member who works 10 months.

4. All members who are affected by the bumping process shall move to their selected positions within four (4) weeks after the selections are finalized.

21.8g A two (2) week written notice of layoff shall be given to any employee so affected by layoff.

21.8h Employees laid off shall be placed on a recall list for a period of three (3) years. Employees who are on the recall list shall be given a two (2) week notice of return by certified mail. Employees shall have seven (7) days to respond to such notice and after seven (7) days shall be considered to have voluntarily terminated and to have relinquished all seniority rights and privileges. However, the seven (7) days recall may be extended and additional seven (7) days for reasonable extenuating circumstance. If reasons of illness apply, the Chief Operating Officer may require a physician’s statement. It is the employee’s responsibility to provide management with a current address. A copy of said recall notice shall be sent to the Union President.

ARTICLE 22
DISCIPLINARY ACTION

22.1 Employees shall be subject to disciplinary action for just cause only, including but not limited to violating school department policy and procedure.

22.2 In the event an employee is disciplined, the employee and Union shall be notified in writing prior to any disciplinary action being taken. The employee and the Union shall have at least a working day’s notice prior to any disciplinary action being taken.

22.3 The employer agrees with the concept of progressive discipline. Disciplinary action shall include only the following:
   1. Oral warning
   2. Written warning
   3. Suspension
   4. Termination

22.4 Suspensions and discharges shall be referred to Step 3 of the grievance procedure and the grievance shall be heard within five (5) working days and
the written response shall be forwarded to the Union within five (5) working days.

22.5 All hearings shall be closed to the public.

22.6 Any charges against an employee shall be in writing and signed by the person making the charges and a copy shall be sent to the employee against whom the charges are made and the Union President.

22.7 Verbal and written warnings shall have no effect after a period of one (1) year for the purposes of future progressive disciplinary action. For suspensions the period of time shall be four (4) years.

ARTICLE 23
GRIEVANCE PROCEDURE

23.1 For the purpose of this Agreement, the term “Grievance” means any difference or dispute between the Employer or its agents and the Union or any of its members with respect to the interpretation, application, or violation of any of the provisions of this Agreement. A Union grievance shall be filed at step two (2) of the grievance procedure.

23.2 STEP 1: Within five (5) working days from the date of the act or knowledge thereof, an employee shall submit his grievance, in writing, to his/her superior or principal and the grievance committee. The signed grievance shall include:
   a) Name and position of grievant;
   b) The date of occurrence of the grievance and the facts involved;
   c) The corrective action requested.
   A written decision shall be given by the superior or principal within five (5) working days after receipt of grievance.

   STEP 2: The grievance shall be considered settled in accordance with the written decision rendered in the first step, unless the Union shall notify the Chief Operating Officer in writing within five (5) working days after receipt of said written decision that it requests a meeting between the grievance committee of the Union and said Chief Operating Officer. Such meeting shall be scheduled within five (5) working days of such written request. The Chief Operating Officer shall render a written decision within ten (10) working days of the grievance hearing.

   STEP 3: The grievance shall be considered settled in accordance with the written decision rendered in the second step, unless the Union shall notify the
Superintendent in writing within five (5) working days after receipt of said written decision of the Chief Operating Officer that it requests a meeting between the grievance committee of the Union and the Superintendent. Such meeting shall be scheduled within ten (10) working days of such notice. Within ten (10) working days of hearing this appeal, the Superintendent shall communicate to the aggrieved employee and to the Union his written decision.

**STEP 4**: A grievance which is not resolved at the third step of the grievance procedure may be submitted by the Union to arbitration, no later than thirty (30) days following receipt of the decision rendered at the third step.

23.3 Notice of arbitration will be filed with the Cranston School Committee and a ten (10) day period will be available during which the Union and the Committee may mutually agree on the selection of a neutral arbitrator.

23.4 If no mutual agreement is reached between the parties, the Union may then file for arbitration with the American Arbitration Association or alternately, The Labor Relations Connection. The filing for arbitration with the American Arbitration Association or the Labor Relations Connection must be completed no later than thirty (30) days following the receipt of the Step 3 decision.

23.5 The parties will be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association or Labor Relations Connection regardless of how the arbitrator is selected and will share equally the cost of the arbitration process.

23.6 The decision of the arbitrator shall be final and binding providing that the arbitrator shall not have the power to add or subtract from or modify any of the terms of the agreement; and no appeal shall be taken except on the grounds that the decision was procured by fraud or that the arbitrators exceeded their authority.

23.7 All grievances shall be handled as quickly as practicable. The time limits specified on any level of this procedure may be extended in a specific instance by mutual agreement of the parties in writing.

23.8 **Timely Grievances**: Grievances which are not submitted within the said five (5) day period, or which are not appealed with the above mentioned time limits shall be considered as waived and not entitled to further consideration unless the time is extended by mutual agreement of the parties. If the Employer fails to answer a grievance on any step within the specified time limits, the Union may proceed to the next step of the grievance procedure.
The Union agrees to screen grievances in order to prevent unnecessary grievances from consuming the time of the parties concerned.

23.9 The Union agrees that it will not bring or continue any grievance which is similar to a grievance denied by the decision of an arbitrator; and the Committee agrees that it will apply to similar situations the decision of an arbitrator sustaining a grievance.

ARTICLE 24
HEALTH INSURANCE

24.1 The School Committee will provide the health insurance plan as set forth in Exhibit “B”, the terms of which are hereby incorporated by reference. Said health insurance plan shall have a maximum deductible of $250.00 for an individual plan and $500.00 for a family plan.

24.2 The Committee will provide Delta Dental Levels I, II, III & IV coverage to dependents of employees to age 26. The Level IV maximum shall be $1,500.00.

24.3 Application forms which may be found on the CPS website under Human Resources forms, or may be requested, must be completed and returned to the Human Resources Office in order to initiate this coverage.

24.4 The inclusive dates of this health insurance coverage shall be subject to the membership regulations of the agency providing the insurance protection.

24.5 Members of the Bargaining Unit who are terminated can continue membership in their Health Insurance plan for three (3) years at the prevailing group rate at 102% of the cost.

24.6 All employees who retire shall be eligible to purchase health insurance at the current group rate up to age 65.

24.7 Employees shall, by payroll deduction, pay a 20% cost share of the medical and dental insurance provided in Sections 24.1 and 24.2 above.

24.8 Application for Domestic Partner coverage may be made during the annual Open Enrollment period. Coverage will be subject to review and approval by the RI Blue Cross/Blue Shield legal department. A Domestic Partner affidavit must be submitted with the applications. The Affidavit can be found on the CPS website under Human Resources forms or may be requested from Human Resources.
24.9 The Committee will not offer health and/or dental insurance coverage if the Employee is covered as a dependent under another plan provided by the Cranston School Department or the City of Cranston.

**ARTICLE 25**

**TEMPORARY DISABILITY INSURANCE**

25.1 The Cranston Public School Employees, at their own expense, shall be covered under the provisions of the Temporary Disability Insurance Act of Rhode Island effective January 1, 1980.

**ARTICLE 26**

**LIFE INSURANCE**

26.1 The Committee shall provide a $20,000 Term Life Insurance policy for each employee. Each administrative assistant shall have the option to apply for an additional $125,000 of term insurance in accordance with the provisions of the insurance company contract.

**ARTICLE 27**

**STORM DAYS OR EMERGENCY**

27.1 Category 1 and 2 employees will not be required to work when the Superintendent declares schools closed and will be paid. Employees will work on the re-scheduled make-up days and will be paid. If such days are scheduled during the April recess period and an employee has earned that as his/her vacation week, such employee shall work the make-up days and be paid for the earned vacation time lost.

27.2 Category 3 employees will not be required to work when the Superintendent declares schools closed and will be paid. In the event schools are closed under this section and the closing occurs during a payroll week, the following employees may be required to work: Payroll Administrative Assistant. In the event such employees are required to work, then they shall be paid at the rate of time and one half (1.5). If Administration asks an employee to work overtime, the employee will be paid said overtime.

27.3 On days that the schools are closed early, category 1 and 2 employees shall be permitted to leave. This will be no less than one-half hour after the school has been officially declared closed and responsibilities to the school have been met. Category 3 employees shall be permitted to leave one-half hour
after the last school is officially closed. The above applies to release for inclement weather or other emergency at the discretion of the Superintendent.

**ARTICLE 28**

**NO STRIKE/NO LOCKOUT**

28.1 During the term of this Agreement, the Union agrees there shall be no lockouts, strikes, walkouts, sit-ins, slow-downs or other interruptions, suspensions or cessations of work or any picketing or interference of any nature with the operation of the School Department by the Union, or by any of its members or at its insistence for any reason whatsoever, or because of any matter in controversy or dispute between the Union or any of its members and the School Department, or between the Union or any of its members and others, or between the School Department and others; the School Department agrees not to lock out union employees.

28.2 Employees who participate in any strike, or any other of said acts shall be considered to have voluntarily terminated and their names shall be dropped from the seniority lists.

**ARTICLE 29**

**RESIGNATIONS**

29.1 Written notice of resignation must be made to the immediate superior and to the Chief Operating Officer two (2) weeks prior to the date of leaving.

**ARTICLE 30**

**SEVERABILITY**

30.1 Should any provision of this Agreement be found to be in violation of any Federal or State Law by a court of competent jurisdiction, all other provisions of the Agreement shall remain in full force and effect.

30.2 The failure of the Union or School Committee to seek enforcement of an explicit contract provision shall not constitute a waiver by the Union or School Committee of the future enforcement thereof.
ARTICLE 31
NEGOTIATIONS PROCEDURE

31.1 If negotiation meetings between the Union and the Committee are scheduled during the regular work day, the members of the Union Negotiating Team, who are relieved of their regular duties by the Superintendent, shall not be subject to deductions from their salary by reasons of such participation.

ARTICLE 32
TRAINING

32.1 The Employer will offer the opportunity for Professional Development at no cost to the employee.

ARTICLE 33
PENSION

33.1 All Employees covered by this Agreement shall participate in the State of Rhode Island Municipal Retirement plan with COLA plan B.

ARTICLE 34
WAGE RATES AND CLASSIFICATIONS

34.1 Wage rates shall be included in Appendix A of this Agreement.

34.2 Administrative assistant classifications shall be included in Appendix B of the Agreement.

34.3 All bargaining unit members are required to have direct deposit. Also, advice (pay stubs) and W-2 forms will be available on the Employee Self Service module on the CPS web site only.

ARTICLE 35
PERSONNEL

35.1 All employees shall have access to his or her own personnel files. Employees shall be given copies of any documents contained in his or her own personnel file upon request. A notice of at least 24 hours is required.

35.2 Administrative assistants will be required to wear a school issued identification badge during the work day as well as during any other paid assignments.
ARTICLE 36
MILEAGE

36.1 Administrative assistants, for whom the use of a car is necessary, shall be paid based upon IRS Regulation (Standard Mileage Rates Set).

ARTICLE 37
P.E.O.P.L.E.

37.1 Upon receipt of a voluntary written authorization from any employee covered by this agreement on forms provided by the Union, the Employer shall deduct from the pay of such employees the PEOPLE contributions authorized by the employee and forward said deduction to the Union. Deductions shall not be coupled with the Union dues and shall be forwarded separately.

ARTICLE 38
DURATION

38.1 The provisions of this Agreement shall be effective July 1, 2017 and shall continue in full force through June 30, 2020.

IN WITNESS WHEREOF, the parties hereunto set their hands this ___________ day of ____________________.

FOR RHODE ISLAND COUNCIL 94
AFSCME, AFL-CIO, LOCAL 2044

FOR CRANSTON, RI SCHOOL COMMITTEE

_______________________________________  _______________________________________
_______________________________________  _______________________________________
_______________________________________  _______________________________________
_______________________________________  _______________________________________
Administrative Assistants

2018-2019 Pay Scale Chart

Exhibit A

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APPENDIX B

Classification A  Adm. Asst./Chief

Classification B  Adm. Asst./Accounts Payable/Business Office
                 Adm. Asst./Payroll

Classification C  Adm. Asst./Human Resources
                 Adm. Asst./Business Office
                 Adm. Asst./SE Census/Medicaid/Non-public Textbooks
                 Adm. Asst./PDI/PPS/Curriculum

Classification D  Adm. Asst./Career & Technical Center/OSS
                 Adm. Asst./NEL/CPS
                 Adm. Asst./Guidance/Data Entry
                 Adm. Asst./Literacy & Title I
                 Adm. Asst./Elementary SE Director/SS
                 Adm. Asst./Secondary SE Director/SS
                 Adm. Asst./Central Registration
                 Adm. Asst./ESL/Central Registration
                 Adm. Asst./Early Childhood Center
                 Adm. Asst./Nursing & Dental/Child Outreach/Central Registration
                 Adm. Asst./Transportation/Plant Operations
                 Secondary Adm. Asst.
                 Secondary Adm. Asst. - Guidance
                 Secondary Adm. Asst. - OSS

                 Elementary Adm. Asst.

Effective July 1, 2019, all Category D & C employees shall be reclassified to Category B.
## Exhibit A

### Test Grading Policy

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