

THE CITY OF CRANSTON

ORDINANCE OF THE CITY COUNCIL
RATIFYING SCHOOL COMMITTEE'S COLLECTIVE BARGAINING
EXTENSION AGREEMENT WITH THE NATIONAL ASSOCIATION OF
GOVERNMENT EMPLOYEES (NAGE) LOCAL RI-153
(Custodians 2014-2017)

No.

Passed:

John E. Lanni, Jr., Council President
Approved:

Allan W. Fung, Mayor
It is ordained by the City Council of the City of Cranston as follows:

Section 1. The Cranston School Committee having bargained collectively with the National Association of Government Employees (NAGE) behalf of Local RI-153, which is the certified bargaining representative of Local RI-153 as set forth in the attached contract;

Section 2. The School Committee posted a copy of the proposed contract and made public by posting it on its website on July 11, 2014 in accordance with Section 11.02.1 of the Cranston Home Rule Charter as amended on (November 2, 2010 and certified on November 9, 2010) at least 72 hours notice prior to the public hearing on July 14, 2014 at which time the School Committee voted to approve the attached agreement for the fiscal years 2014- 2017.

Section 3. That the Collective Bargaining Agreement in writing between the School Committee and Local RI-153, copies of which are attached hereto are hereby ratified, confirmed and approved by the City Council.

Section 4. Any additional agreements, letters of understanding, contract addendums or modifications during the life of this collective bargaining agreement between the parties must be ratified by the City Council and comply with Charter sec. 11.02.1

Section 5. This Ordinance shall take effect upon its final adoption.

Positive Endorsement

Negative Endorsement (attach reasons)

 Christopher M. Rawson, Solicitor Date

 Christopher M. Rawson, Solicitor Date

Introduced pursuant to: Charter Sec. 11.02.1
 Referred to Finance Committee August 14, 2014

WORKING AGREEMENT

BETWEEN

LOCAL RI - 153

AND THE

CRANSTON SCHOOL COMMITTEE

JULY 1, **2014** TO JUNE 30, **2017**

CRANSTON SCHOOL COMMITTEE

Andrea Iannazzi, Chairperson
Trent Colford
Stephanie Culhane
Jeffrey Gale
Paula P.M. McFarland, Clerk
Janice Ruggieri
Michael A. Traficante

NEGOTIATIONS COMMITTEE

Andrea Iannazzi
Stephanie Culhane
Janice Ruggieri
Judith Lundsten, Superintendent
Joseph Balducci, Chief Financial Officer
Raymond L. Votto, Jr., Chief Operating Officer
Joel Zisserson, Director of Plant

NEGOTIATIONS COMMITTEE / NAGE – Local RI 153

Raymond Soccio, President
Steven Dail
Raymond Casale
Robert Melvin

AGREEMENT

PREAMBLE

This Agreement entered into by the Cranston School Committee and the National Association of Government Employees (NAGE), Local RI – 153, Cranston Public School Employees, hereinafter referred to as the Union, has as its purpose the promotion of harmony between the School Committee and the Union.

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ARTICLE I

Recognition

- A. The School Committee recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all employees in the bargaining unit.
- B. The bargaining unit shall consist of all custodians and utility crew of the Cranston Public Schools as defined in Title 28, Chapter 9.4., Section 2, of the General Laws of Rhode Island 1956, as amended.
- C. The word, employee shall be limited to those persons in the above classifications who are regularly employed sixteen (16) or more hours per week by the Cranston Public Schools, subject, however, to a ruling or decision by the Rhode Island State Labor Relations Board or by a court of competent jurisdiction that employees who work less than sixteen (16) hours per week are regular employees. In that event, such a ruling or decision shall determine which employees are within the appropriate unit and all benefits and obligations of this agreement shall thereupon apply to them.

ARTICLE II

Dues Deductions/Union Security

- A. The Committee agrees to the continuance of a union check off system whereby 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 treasurer of the National Association of Government (NAGE), 159 Burgin Parkway, Quincy, Massachusetts, 02169, and accompanied by a list of employees paid.
- B. 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 the agreement.
- C. 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 towards 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.

ARTICLE III

Hours of Work Standard Schedule

All full-time positions shall consist of five (5) consecutive days, eight (8) hours a day, in any regular work week.

Work shifts will be determined by the Cranston Pubic Schools as needed by building demands.

A. Shifts shall be as follows:

6:30 A.M. - 3:00 P.M.	1/2 hour lunch - not paid
7:00 A.M. - 3:30 P.M.	1/2 hour lunch - not paid
7:00 A.M. - 4:00 P.M.	1 hour lunch - not paid
7:30 A.M. - 4:00 P.M.	1/2 hour lunch - not paid
7:30 A.M. - 4:30 P.M.	1 hour lunch - not paid
10:00 A.M. - 6:00 P.M.	1/2 hour lunch - included
1:00 P.M. - 9:00 P.M.	1/2 hour lunch - included
3:00 P.M. - 11:00 P.M.	1/2 hour lunch - included

Any change or additional shifts shall take place after notifying the Union President.

- B. When a member of the Utility Crew is assigned to cover a building, the assignment shall not exceed two (2) weeks.
- C. All bargaining unit members are required to have direct deposit. Also, advice (pay stubs) and W-2 forms will be distributed by email.
- D. One mandatory meeting to address work place safety to be scheduled on a Saturday. If this meeting results in a bargaining unit member working more than forty (40) hours in that week, the bargaining unit member will be paid overtime for the mandatory meeting. If a vacation day or holiday falls in the week of the mandatory meeting, that day will be counted toward the forty (40) hours.

ARTICLE IV

HOLIDAY AND OVERTIME

- A. (1) The following shall be paid holidays for custodians, stockroom personnel and utility crews:

New Year's Day
Presidents' Day
Memorial Day
Fourth of July
Victory Day
Labor Day
Columbus Day

Election Day (when
schools are closed)
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Martin Luther King Day

Bargaining unit members will not get paid holidays for Good Friday or the Jewish Holy Days: however, they will be allowed to work on those days.

- (2) If the work force is released early the day before Christmas, all members shall be released one-half (1/2) hour later, at no loss of pay.

- B. In order to be eligible for compensation for any of the above holidays, the custodian and/or utility crew, must have worked the last regular work day preceding the holiday and the day following the holiday.

Notwithstanding the above, the compensation for a holiday shall be made to an employee who has been known to be ill over a two-week period of time, including the days surrounding the holiday.

- C. When an employee is required to work on a state holiday, he/she shall be paid at the rate of time and one-half for all hours worked.
- D. The rate for overtime work, either before or after the regular work day period, required by the School Department, shall be time and one-half the regular hourly rate, except for overtime work on Sundays which shall be at double the regular hourly rate. Snow Removal shall be at the rate of double time when:

- (a) School is closed
(b) Saturdays and Sundays

- E. (1) In the event a Senior Custodian or Foreman is called back due to open windows, break-ins, or alarm problems, a minimum of three (3) hours at a rate of time and one-half hours to be given as compensatory time or will be paid. Earned compensatory time for Senior Custodians or Foreman will be taken only upon agreement with the Director of Plant Operations.

(2) All records for compensatory time shall be kept by the Plant Operations Secretary.

- F. Overtime must receive the prior approval of the Director of Plant Operations for all employees.

- G. Whenever a holiday falls on an employee's scheduled day off, the employee shall have the option to either receive holiday pay or receive a day off in lieu of the pay for that day. However, the option selected by the employee must be known to the Director of Plant Operations no later than seven (7) days prior to the holiday in question. The granting of a day off shall not be denied unless the requested day off will cause a manpower shortage.
- H. Whenever a paid holiday falls during the employee's vacation, the employee shall receive holiday pay.
- I. Special Events
 - 1. Special events shall be defined as an activity taking place before or after the normal work day or shift. Assignment of the custodian(s) shall be by seniority in the building first, utility crew second, snow removal and then others who may be interested. The Director of Plant Operations shall determine the number of custodians to be assigned to the event.
 - a) A list shall be established at the beginning of the school year by seniority for any custodian interested in snow removal.
 - b) The list established in Section K.1A shall be used when additional employees are needed over and above K.1.
 - c) All overtime for the utility crew shall be by rotation and seniority
 - 2. The building shall be opened at a time determined by the Director of Plant Operations.
 - 3. At the conclusion of the event, the custodian will ensure that the facility is acceptable for use the following day.
 - 4. The custodian shall assist the group and remain in the area of the activity and visible, unless otherwise requested, in case of additional assistance.
 - 5. The rate for special events which occur on Sundays and holidays will be computed at double time.
 - 6. Any employee of Nage Local 153 who works a special event that takes place before or after the normal workday shall be compensated at the rate of time and one-half (1 ½) except for an employee who works on a Sunday. The employee will be compensated at the rate of double time for working on a Sunday. Any employee who works a special event will be compensated a minimum of three (3) hours whether the event is finished earlier than the three (3) hours.
- J. 1. When a school maintains a custodial staff of three (3) or more, overtime shall be determined by the following:
 - A. Day shift custodians shall work week night events.
 - B. Night shift custodians shall work weekend events.

2. The foreman shall post a list by seniority for rotation purposes. Events during the summer shall be assigned by seniority for rotation purposes.
3. School vacations shall be assigned as stated above in Section 1.
4. At the discretion of the Director of Plant Operations, the foreman may be assigned to any event.
5. If a custodian is by-passed in rotating in any of the above procedures, the remedy will be to give the custodian the next available assignment, at the appropriate overtime rate.

ARTICLE V

Vacations

A. Vacations – Custodians and Utility Crew

1. All custodians and utility crew with three years of continuous service prior to July 1st shall be entitled to two (2) weeks vacation to be taken during the School recesses and August. After five (5) years of continuous service, one day shall be added for each year of additional service up to fifteen (15)-years.
2. Those custodians and utility crew members hired after June 30, 2014, who have completed one or more years of continuous service prior to June 1, shall be entitled to one week of vacation.
3. The above-named employees with completed service of less than one year as of July 1st shall be entitled to no vacation.
4. All vacation date requests shall be approved and by the Plant Operation's Office.
5. Maximum vacation entitlement after fifteen (15) years of continuous service shall be twenty (20) days.

ARTICLE VI

Leave Provisions

A. Sick Leave

1. All regularly appointed full-time custodians and utility crew, shall earn sick leave at the rate of one day per month for each month during which they work more than eighty-five (85%) percent of the work days of the month.
2. In case of absence due to personal illness in excess of three (3) consecutive days, a certification from a physician stating the nature of the illness may be required. The medical certificate will have the nature of the illness, next scheduled evaluation and tentative return date.
3. Regularly appointed part-time custodians shall earn sick leave at the rate of one day per month during which they work more than eighty-five (85) percent of the work days of the month.
4. When an employee becomes ill on the job, the employee may choose to take sick leave. Disciplinary action will not be taken against the employee in these circumstances unless determined to be abusive.
5. Accrued sick days/sick banks for all bargaining unit members shall be frozen effective March 1, 2012 and no unused sick days shall be allowed to accumulate or be added to the sick bank during the term of this agreement for purposes of the payout to bargaining unit members who have worked for the Cranston Public Schools for ten (10) years or more upon their retirement from the Cranston Public Schools. In the event that any bargaining unit member has accrued and exhausted twelve (12) days of sick leave in a contract year, and only in that event, that member will be allowed to access any sick days that he has accumulated. Notwithstanding the above, bargaining unit members may accrue up to five (5) days of unused sick time per year, but as stated above, this will not be counted as part of the payout upon their qualifying requirement, and there is no cap on this unpaid bank. For informational purposes, the sick bank for purposes of payout as of June 1, 2014 is set forth in Exhibit A under the column entitled LEG.
6. Employees' cumulative accrual sick time shall be sent to all members no later than October of each year.
7. All custodians who have not used any sick days from July through June 30th shall receive \$500.00.

E. Bereavement Leave

1. In case of death in the immediate family (father, mother, sister, brother, son, daughter, spouse, or other persons living in the immediate house-

hold) a custodian and/or utility crew, may be absent for a period of mourning including the day of burial not to exceed five (5) calendar days.

2. In the case of the death of the grandmother, grandfather, father-in-law, mother-in-law or grandchildren, the employees, may be absent for the period of mourning including the day of the burial, not to exceed three (3) calendar days. An additional two (2) days of absence, without compensation, may be approved by the Chief Operating Officer when requested by the employee as being necessary.
3. In the case of the death of a son-in-law, daughter-in-law sister-in-law, or brother-in-law, the employees may be absent for the period of mourning including the day of burial, not to exceed three (3) calendar days. An additional two (2) days of absence, without compensation may be approved by the Chief Operating Officer when requested by the employee as being necessary.
4. In the case of the death of relatives by blood or marriage not listed in 1 through 3 above, employees will be allowed the day of the funeral without loss of pay.

C. Maternity Leave

1. Maternity 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.
2. Request for maternity 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,
3. Maternity leave shall expire at the end of the period for which the leave was granted, If a 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 their employment.
4. Employees may exercise the provisions of paragraph A of this article in cases of pregnancy.
5. When paragraph A is opted, the employee must work up to the time of disability and return at the time the disability no longer exists, exactly as with any other illness or disability which may cause an employee to be absent.
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.

7. The administration may require employees to submit to a physical examination conducted by a physician selected by the administration when paragraph A of this article is being exercised.

D. Military Leave

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.
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 Forces.
3. Any employee covered under this Agreement who is required to participate in activities relating to membership in a military reserve unit shall be granted military leave with pay equal to the difference between the amount the employee receives from said military unit and the amount the employee would ordinarily receive had the employee worked for the Cranston School System during said leave.

E. Union Representative Leave

A leave of absence, without compensation, not to exceed five (5) days in any one-year period, shall be granted to two (2) elected officials of Local RI -153 to attend international, regional, or state conventions without reprimand.

F. Leave for Illness in the Family

Leave of absence without compensation may be granted to members of the bargaining unit consistent with the Family Medical Leave Act.

Members may be granted two (2) days compensation for family illness. A certificate from a physician stating the nature of the illness shall be submitted with the request.

G. Personal Business Leave

1. All employees listed in paragraph A, above, shall be entitled to personal day leave, with compensation, not to exceed one (1) day per year to conduct business which cannot be reasonably conducted outside the work day.
2. Request for personal day leave must be submitted for approval to the Director of Plant Operations, as applicable, in writing five (5) calendar days prior to the day of leave.
3. In the event of non-approval by the Director of Plant Operations, appeal may be taken to the Chief Operating Officer.

4. The decision of the Chief Operating Officer will be final and not subject to the grievance procedure of this agreement.

ARTICLE VII

Promotions/Seniority

- A. All vacancies shall be sent to all buildings and posted in all schools. A copy of the posting will be sent to Senior Custodians and Foreman, in a separate envelope to their attention. During the summer and vacation periods posting of all vacancies will be mailed via United States Postal Service to the home of the President of Local RI -153.
- B. All posted custodial vacancies shall be filled on the basis of the best qualified person available; provided, however, that where two or more candidates are substantially equal in qualifications, the applicant with the greatest seniority shall be given preference. The decision of the committee unless arbitrary, capricious, and without basis of fact shall be final. The bidding period for custodial vacancies shall be five (5) days following the announcement.
 1. Any employee interested in the posted position may apply in writing to the Chief Operating Officer within the five (5) day posting period. The posting shall be dated and indicate which school has the vacancy and time of shift and shall designate the last day on which applications will be accepted in the Human Resources Office.
 - a. Seniority shall commence the day following the closing of bid.
 - b. A change of pay rate shall commence when the employee is placed in the position which he/she gained through the bidding process.
 - c. If the employee is not placed in the position within twenty (20) working days, he/she shall be given the rate change.
 - d. Only bids filled out on the "Employee Bid Form" will be accepted in the Human Resources Office.
 - e. All bids must be in the Human Resources Office no later than 4:30 P.M. on the last day of the posting (except during school vacation, bids are closed at 3:30 P.M. and during the summer at 3 P.M.).

- f. Employees who have submitted bids may withdraw their bids up to 4:30 P.M. (3:30 P.M. during school vacation and 3:00 P.M. during summer vacation) on the last day of posting otherwise all bids will be considered and the successful bidder must accept the position.
- g. The Union President or his designee may review bids after the closing.
2. Employees governed by the terms and conditions of this collective bargaining agreement shall be permitted to exercise the provisions of this section (VII B) one time in a given school year (September through June). If an opening occurs after the school year has ended (after the last school day in June) and the employee has been in his/her present position for at least six (6) months, the employee may bid for the open position.
3. In the event the employee with the greater seniority is not selected to fill a posted vacancy, the Director of Plant Operations shall, at the option of the employee, meet with the employee and the President of Local RI -153 and shall state his reasons for the selection that was made. The decision of the Director of Plant Operations, regarding this paragraph, is subject to the grievance procedure.
4. Employees selected for assignment to positions under the terms of this article shall be required to successfully complete a 90-day trial period in the position.

During the trial period, a biweekly progress report will be made by the employee's supervisor, a copy of which shall be furnished to the employee, the Director of Plant Operations and the Chief Operating Officer.

5. In the event the employee is determined to be fulfilling the requirements of the position in a less than satisfactory manner as determined by the Director of Plant Operations, the following will take place:
- a. The employee will be informed, in writing, as will the President of Local RI - 153, that he/she has been evaluated as being unsuited to fill the position.
- b. The employee will be advised that he/she may apply for any vacant position that becomes available.
- c. The employee will be advised that he/she will be transferred to a vacant position providing there occurs no breach of any other bargaining unit members' seniority rights under this

article.

d. Any employee disqualified for a position after a trial period may seek review of that disqualification through the grievance procedure.

- C. Seniority shall be a prime consideration in respect to job security, layoffs, recalls, and vacation preference. Effective July, 1, 2005, the School Department agrees that if a building or a facility closes or if there is a reduction in the workforce due to a layoff that employs any full-time custodian or utility crew worker, a bumping system shall be utilized allowing the employee to bump the least senior employee within their classification.
- D. New employees shall be considered probationary employees for a period of three months from their date of hire with no rights or recourse to the grievance provisions for dismissal but will be subject to all other provisions of this agreement. Upon completion of a three-month period, the employee shall be placed on the seniority roster, and the effective date of seniority shall be the date of hire.
- E. Annual increases effective July 1, will be given to employees hired prior to January. An employee hired after January 1, shall remain on the step at the time of hire until the following year.
- F. Seniority shall be forfeited in the event that an employee is discharged for cause, or in the event that he/she terminates his employment voluntarily.
- G. The President will be given a seniority list by September 30th of each year. Upon receipt of the seniority list, the President will have thirty (30) days to question the seniority list. After thirty (30) days the list will be accepted and become the official list and will not be questioned or changed based upon previous seniority lists.

ARTICLE VIII

Dismissal

- A. Unauthorized absences, incompetence, insubordination, conduct unbecoming an employee of the Cranston Public Schools, or other acts which may be considered not to be or have been in the best interest of the school system shall be considered just cause for dismissal.
 - 1. For the purposes of administering this agreement incompetence is defined as the inability or unwillingness of the employee to perform assigned duties in a satisfactory manner and in the required work day.

2. Insubordination is defined as the refusal of an employee to carry out the directions of a superior or to violate Cranston School Committee Policy related administrative regulations.

3. Conduct unbecoming a school system employee may be defined as the flagrant act or acts of discourtesy to parents, student, or other employees of the school system. Conduct unbecoming a school System employee shall also be defined as any act by the employee that tends to cast aspersions on the public schools of Cranston.

B. The exercise of the provisions of this article by the Administration may be made the subject of grievance.

C. When a letter pertaining to discipline is sent out to any employee or a change of policy is posted in any building, a copy of the letter change will also be sent to the Local President at the same time.

D. "WEINGARTEN RIGHTS" shall apply to all union members as follows.

If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request my union representative, officer, or steward be present at the meeting. Without representation, I choose not to answer any questions.

ARTICLE IX

Grievance and Arbitration Procedure

A. Grievance Defined

For the purpose of the agreement, the term "Grievance" means any difference or dispute between the employer or its agents and the Union or any of 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.

B. First Step

Within five (5) working days from the date of the act or knowledge thereof, an employee shall submit his grievance in writing to his 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.

C. Second Step

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) 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 meeting.

D. Third Step

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 meeting.

E. Fourth Step

1. A grievance which is not resolved at the third step under the grievance procedure may be submitted by the Union to arbitration. The arbitration may be initiated by the Union by filing with the School Committee and the American Arbitration Association or the Labor Relations Connection, a notice of arbitration.
2. The notice shall be filed not later than ten (10) working days after receipt of a decision in writing from the third step of this grievance procedure,
3. Within ten (10) days of the receipt of the arbitration request by the committee, the committee and the union will agree upon a mutually acceptable arbitrator or, if unable to reach such agreement a request may be made to the American Association Arbitration or the Labor Relations Connection by either party for a list of arbitrators.
4. The parties will be bound by the voluntary labor arbitration rules of the American Arbitration Association or the Labor Relations Connection regardless of how the arbitrator is selected and will share equally the cost of the arbitration process.
5. The decision of the arbitrator shall be final and binding providing that the arbitrator shall not have the power to add to 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 arbitrator exceeded his authority.
6. All grievances shall be handled as quickly as practicable. The time limits specified on any level of this procedure may be extended in any specific instance by mutual agreement of the parties in writing.

F. Timely Grievances

Grievances which are not submitted within the said five (5) day period, or which are not appealed within 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!

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

ARTICLE X

No Strike - No Lockout

During the term of this agreement the Union agrees there shall be no lock out, strikes, walkouts, sit-ins, slowdowns or other interruptions, suspensions or cessations of work or any picketing or interference of any nature with the operations 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 employees, or between the Union or any of its members and the school department or between the school department and others: the school department agrees not to lock out union employees.

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 XI

Health Insurance

- A. All Bargaining Unit members shall be responsible for a twenty (20%) percent cost share for health and dental. The terms of the health and dental plans are as set forth in Exhibit B, which is attached hereto and incorporated herein.
- B. Printed application forms must be requested, completed, and submitted to the Human Resources Office in order to initiate the above coverage.
- C. The inclusive dates of the above health insurance coverage shall be subject to the membership regulations of the agency providing the insurance protection.

- D. Custodians who are employed for twenty (20) hours per week and who have no protection under any other medical insurance contract will be provided with individual medical insurance coverage by the committee as set forth in paragraph A above.
- E. The Committee shall provide bargaining unit members with individual or family plan medical and dental insurance as set forth in Exhibit B, including a rider to eligible dependents to age 26.
- F. The Committee will provide a \$20,000 term life insurance policy for full-time employees and will permit part-time employees to participate in the program at their own expense.
- G. Employees will have the option to purchase optional term insurance. This policy is subject to the terms and conditions of the plan as specified by the agreement between the Cranston School Committee and the current life insurance company.

ARTICLE XII

General Provisions

- A. Social Security Coverage

All employees shall participate in Social Security Coverage.
- B. Quarantine

When any employee is subject to quarantine by order of the Health Department, there shall be no loss of salary for all employees.
- C. Physical Examination

Whenever the school department requires an employee to have a physical examination it shall be made without cost to the employee either by the city physician or by another physician selected by the school department. If the employee chooses to have the examination conducted by his personal physician, the school department shall not be responsible for the cost.
- D. Work in Higher Classification

When a Senior employee is assigned to work in a unit in a higher classification for a period of more than five (5) consecutive days he/she shall receive the salary of the higher classification but at step equal to his/her regular assignment for all hours worked and holiday hours in the higher classification. The five (5) days will be considered their waiting period for that entire year.

E. Uniforms

Utility crew will be supplied five (5) sets of uniforms and all other Custodians will be supplied two (2) uniforms at no cost to himself/herself and said custodian will accept the responsibility for proper laundering and upkeep.

1. Utility crew and personnel, if they so desire, shall be provided safety shoes and equipment as follows:
 - a. Utility Crew-five (5) sets of uniforms, Safety glasses, work gloves and steel toe insulated, waterproof, and chemical resistant shoes.
 - b. Food truck Drivers-standard steel toe shoes.Replacement of shoes shall be as needed

Uniforms will be required to be worn during the regular school year. During the summer recess, it is the option of the employee whether or not to wear the uniform, unless the employee is covering a special event at which time the uniform must be worn.

F. Jury Service

An employee who is required by law to be absent from work for Jury duty will be paid the difference between the employees 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 to work when excused from jury duty to 11:00 A.M. on any day of jury service.

G. Transfers

1. The Committee shall exercise its prerogative in transferring personnel when deemed to be in the best interest of the Cranston Public Schools.
2. Transfers will be made effective after consultation between the employee and a representative of the administration. The employee may choose to have a representative of the Union present at the time of consultation.
3. The employee shall be given, upon his/her request reason(s) for the transfer in writing.
4. Transfer of employees under the terms of this paragraph shall be accomplished as follows:
 - a. The employee may apply for a vacant position and considered for assignment on the basis of his/her qualifications and seniority.

- b. The employee may be assigned to a position which becomes vacant provided no more senior and no more qualified employee seeks to be assigned.
- H. During the school recesses and summer vacation period, the four-hour custodians shall be utilized to work along with the full-time custodian by consolidating their total number of work hours (20 hours) into two or three days whenever practicable.

ARTICLE XIII

Management Rights

- A. Unless expressly provided otherwise in this agreement, the Cranston School Committee reserves the right to:
 - 1. Direct the work of its employees.
 - 2. Hire, promote, demote, evaluate and retain employees in positions within the school system.
 - 3. Suspend or discharge employees.
 - 4. Maintain the efficiency of school operations.
 - 5. Determine services to be rendered by the Cranston Schools.
 - 6. Take action as may be necessary to carry out the mission of the public schools.
 - 7. Determine the methods, means and personnel by which operations are to be carried on.
 - 8. Be the policy-making and governing body of the public schools; and
 - 9. Take any other action which is in the best interest of the public schools.

Additions/Deletions/Modification

No additions, waivers, deletions, modifications, changes or amendments of this agreement shall be made during its life, except by mutual consent, in writing, by the parties hereto.

Duration

The provisions of this agreement herein contained shall remain in full force and effect for the period beginning July 1, 2014, and ending June 30, 2017.

Chairperson
Cranston School Committee

President
Employees NAGE Local RI-153

Superintendent of Schools

Date

APPENDIX A

SALARY SCHEDULE

High School Forman / Utility Forman

Step	14-15
1.	14.77
2.	15.26
3.	15.70
4.	16.20
5.	16.64
6.	17.19
7.	17.47
8.	17.74
9.	18.00

SALARY SCHEDULE

Middle School Forman

Step	14-15
1.	13.83
2.	14.35
3.	14.85
4.	15.15
5.	15.74
6.	16.23
7.	16.50
8.	16.78
9.	17.05

SALARY SCHEDULE

Senior Custodian / Utility Crew / Stockroom

Step	14-15
1.	13.21
2.	13.72
3.	14.18
4.	14.69
5.	15.13
6.	15.61
7.	15.88
8.	16.15
9.	16.43

SALARY SCHEDULE

Custodian

Step	14-15
1.	12.46
2.	12.98
3.	13.45
4.	13.88
5.	14.41
6.	14.87
7.	15.15
8.	15.42
9.	15.69

SALARY SCHEDULE

4 Hour Part Time Custodian

Step	14-15
1.	9.61
2.	10.27

SALARY SCHEDULE

5 Hour Part Time Custodian

Step	14-15
1.	9.61
2.	10.27

The parties agree that any member who would have been entitled to longevity pay in the 2014-2015 fiscal year shall receive the amount he/she would have been paid as an increase in his/her base salary in the 2014-2015 fiscal year.

The parties further agree to reopen negotiations for salary only for the 2015-2016 and 2016-2017 fiscal years.

CRANSTON PUBLIC SCHOOLS
 FISCAL IMPACT STATEMENT (REVISED) 8/8/2014
 CUSTODIANS
 2014 - 2017

		(ANNUAL INCREMENTAL BUDGET CHANGES FROM PREVIOUS YEAR)			
CATEGORY		2014-2015	2015-2016	2016-2017	TOTALS
RAISE	(A) & (C)	78,079	TBD	TBD	78,079
STEPS	(B)	34,091	25,022	23,171	82,284
SALARIES	(C)	38,504	38,872	39,211	116,587
LONGEVITY	(C)	(38,504)	(40,332)	(40,671)	(119,507)
PENSION		12,630	2,653	2,445	17,728
FICA		6,955	1,461	1,346	9,761
MEDICARE		1,626	342	315	2,283
		133,381	28,018	25,817	187,215

The above excludes the costs of raises,
 if awarded, in FYE 2016 and FYE 2017.

ASSUMPTIONS

(A) - RAISE

2014-2015 = 3%
 2015-2016 = Re-Opener
 2016-2017 = Re-Opener

(B) - STEP MOVEMENT ALL 3 YEARS

(C) - LONGEVITY PHASED INTO SALARY

TBD - TO BE DETERMINED

NOTE - ABOVE FISCAL IMPACT STATEMENT REFLECTS ANNUAL INCREMENTAL BUDGET INCREASES