

MEMORANDUM OF AGREEMENT

(Employee Support and 2021-22 Work Year Modifications for B.E.S.T.,
P.S.S.S.O. and Teacher Assistant Bargaining Units)

This Agreement is entered into this 21st day of June, 2021 by and between the Rhode Island Laborers District Council, on behalf of Local Union 1033 ("Union") and the Providence Public School District ("PPSD"), pursuant to Article XXIV of their B.E.S.T. CBA, Article XX of their P.S.S.S.O. CBA and Article XXVI of their Teacher Assistant CBA.

WHEREAS the parties have conducted good faith negotiations regarding employee support, work year modifications and other matters; and

WHEREAS the parties' negotiations have resulted in this Memorandum of Agreement which shall be in full force and effect upon execution.

THE PARTIES HEREBY AGREE THAT:

- (1) The terms and conditions of employment for each of the parties respective bargaining units shall be modified as follows:

I. B.E.S.T Bargaining Unit:

A. Occupational Therapists and Physical Therapists

The work day for Occupational Therapists and Physical Therapists shall increase from six (6) hours per day to six and one-half (6.5) hours per day effective at the commencement of the 2021/2022 school year and terminating at the end of the 2021/2022 school year.

B. Article VIII Salary Schedule/Longevity/Work Year

- The wages of any employee earning less than the full rate of pay associated with his position shall be increased to the full contractual rate of pay associated with his position effective June 30, 2021.
- Article VIII, Section 1, Subsection I of the B.E.S.T. CBA is hereby rescinded effective June 30, 2021.

C. Sr. School Community Specialist/School Community Specialist

- The parties recognize the creation of the non-bargaining unit classifications of Sr. School Community Specialist and School Community Specialist,

the job descriptions of which are attached hereto and made a part hereof.

- The parties shall accrete these classifications to the bargaining unit pursuant to the policies and procedures of the RI State Labor Relations Board no later than September 1, 2021.
- The following salary and work schedule shall apply to these classifications:

Sr. School Community Specialist
\$45,032-51,147 salary range
12-month work year
8-hour work day

School Community Specialist
\$38,104-43,770 salary range
190-day work year
8-hour work day

- Layoffs

1. Employees laid off from these classifications shall not count towards the 10% cap restricting the number of employees of the bargaining unit that may be subject to layoff as set forth in the parties' CBA.
2. In the event there is a lack of work or lack of funding at a particular school relative to these classifications, the most junior employee in the classification at the school shall be subject to layoff.
3. In the event there is district-wide lack of work or lack of funding relative to these classifications, the most junior employee in the classification district-wide shall be subject to layoff.

- Probationary/Trial Period

1. Successful bidders to the classification(s) from other BEST bargaining unit positions shall serve the 60-day trial period as set forth in Article VII, Section 2.
2. Successful applicants from other 1033 bargaining units and/or from external sources shall serve the 180-day probationary period set forth in Article VI, Section C.
3. Applicants from other 1033 bargaining units who do not successfully complete the probationary period or who are displaced due

to a consolidation shall be restored to the classification they formerly occupied.

4. The PPSD shall make its best efforts to employ applicants from external sources who do not successfully complete the probationary period.

- PPSD may hire both internal (current 1033 bargaining unit members) applicants and applicants from external sources. In cases where the abilities, skills and qualifications of internal and external applicants are relatively equal, the internal candidate shall be selected.
- With the exception of the foregoing, the terms and conditions set forth in the parties CBA for the period of July 1, 2019 to June 30, 2022 shall apply.

II. Teacher Assistant Bargaining Unit:

A. Classroom coverage:

The current practice of paying qualified teacher assistants to perform classroom coverage shall continue. Teacher Assistants who meet the qualifications to serve as substitute teachers shall be eligible and may be assigned to cover classrooms as a substitute teacher in the absence of the assigned classroom teacher.

Teacher Assistants providing such coverage shall receive an additional \$50 per day beyond their contractual rate of pay ("daily coverage pay") for covering during the entirety of any particular school day and shall receive 1/5 of the daily coverage pay or \$10 per period beyond their contractual rate of pay.

B. Increased pay for Bachelor degree:

Members of the bargaining unit who have a bachelor's degree shall be have their hourly rate of pay increased by forty (40) cents above their current pay.

C. Pay for student teaching:

Members of the bargaining unit who are required to take a leave of absence in order to complete student teaching shall continue to receive full pay for the district during the school year for a maximum of one semester. This benefit shall be limited to the five (5) most senior members of the bargaining unit at any given time. Members not selected shall be given preference for selection in the following semester. This provision shall expire at the conclusion of the 2022-2023 school year though may be extended upon mutual agreement of the parties.

D. Teacher Assistant to Teacher Program:

The district shall establish a teacher assistant to teacher program with the express interest of supporting teacher assistants seeking to move into teaching roles. The program shall provide for up to \$5000 in support up to 15 teacher assistants participating in the program. The exact timing and eligibility of expenses will be determined by PPSD. This provision shall expire at the conclusion of the 2022-2023 school year though may be extended upon mutual agreement of the parties.

E. Hiring and bidding pilot:

The parties agree to pilot a hiring and bidding system in the Spring semester of 2022 that 1) allows hiring managers to interview and select from the best candidates available; and 2) is fair to current employees. Following the identification of vacancies and staff affected by consolidations for the ensuing school year, PPSD will host an internal hiring fair for any internal employee, both those who have been consolidated and those in position. An identified and objective job-related criteria shall be bilaterally determined and published prior to internal hiring fair and utilized in the selection of candidates. Representatives from 1033 shall serve on the hiring committees. Following the conclusion of the internal hiring fair, any remaining displaced TAs will select from remaining vacancies by order of seniority. The parties agree to assess the effectiveness of the pilot to determine if it should be continued after the Spring semester of 2022.


III. All bargaining Units:

All members of Local Union 1033 bargaining units shall receive a one-time lump sum bonus payment in the amount of 3% of current base salary no later than ~~June 30~~, 2021. This one-time payment shall not be pensionable.
 July 7
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- (2) This Agreement constitutes the entire agreement between the parties relative to their collective bargaining over terms and conditions of employment for each of the 1033 bargaining units. The parties expressly warrant that neither party has relied upon any other writing or oral representation as a condition of entering into this Agreement. This Agreement may not be modified or altered except by a writing signed by each of the parties hereto.

PROVIDENCE PUBLIC SCHOOL DISTRICT

RI LABORERS' DISTRICT
COUNCIL, ON BEHALF OF
LOCAL UNION 1033



Zechary Scott
DEPUTY SUPERINTENDENT OF OPERATIONS



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COMMISSIONER

