9-1-1985

Providence School Committee and Providence Teachers Union, American Federation of Teachers, AFL-CIO, Local 958 (1985)
Providence School Committee and Providence Teachers Union, American Federation of Teachers, AFL-CIO, Local 958 (1985)

Location
Providence, RI

Effective Date
9-1-1985

Expiration Date
8-31-1988

Number of Workers
Unknown

Employer
School Committee of the City of Providence

Union
Providence Teachers Union

Union Local
958

NAICS
61

Sector
Local government

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Comments
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TENTATIVE AGREEMENT

PENDING RATIFICATION OF A NEW COLLECTIVE BARGAINING AGREEMENT
EFFECTIVE SEPTEMBER 1, 1985
BY AND BETWEEN THE
PROVIDENCE TEACHERS UNION, AFT LOCAL 958, AFL-CIO
AND THE
SCHOOL BOARD OF THE CITY OF PROVIDENCE, RHODE ISLAND

TENTATIVE AGREEMENT MADE AND ENTERED INTO ON this 20th day of
1985 by and between the Providence Teachers Union, Local 958, American Federation of Teachers, AFL-CIO (hereinafter referred to as the "Union") and the School Board of the City of Providence (hereinafter referred to as the "Board").

NOW, THEREFORE, the Union and the Board hereto tentatively agree to Appendix D, the 1985-1986 School Calendar, pending ratification of a new Collective Bargaining Agreement effective September 1, 1985 by and between the Union and the Board as follows:

APPENDIX D
1985-1986 SCHOOL CALENDAR

TERMS:
FIRST: Begins September 4, 1985
Ends January 31, 1986
SECOND: Begins February 3, 1986
Ends June 20, 1986 or the 180th day

QUARTERS:
FIRST: Begins September 4, 1985
Ends November 8, 1985
SECOND: Begins November 12, 1985
Ends January 31, 1986
THIRD: Begins February 3, 1986
Ends April 11, 1986
FOURTH: Begins April 21, 1986
Ends June 20, 1986

DAYS SCHOOL NOT IN SESSION:
1985: September 16, 17, Monday and Tuesday, Rosh Hashanah
September 25, Wednesday, Yom Kippur
October 14, Monday, Columbus Day
November 11, Monday, Veterans Day
November 28, 29, Thursday and Friday, Thanksgiving Recess
December 23 through January 1, Christmas Recess

1986: January 20, Monday, Dr. Martin Luther King Day
February 17 through 21, Monday through Friday, Mid Year Recess
March 28, Friday, Good Friday
April 14 through 18, Monday through Friday, Spring Recess
May 26, Monday, Memorial Day

In the event the 180th school day cannot be met by the stipulations of this calendar, the Union and the Board shall negotiate the days necessary to complete the 180th day requirement.

IN WITNESS WHEREOF and in consideration thereto, the duly authorized representatives of the parties aforesaid do affix their signatures hereto.

FOR THE SCHOOL BOARD OF THE CITY OF PROVIDENCE
FOR THE PROVIDENCE TEACHERS UNION, LOCAL 958, AFT, AFL-CIO

Dated at Providence, Rhode Island

May 20, 1985

NOTE: The 1986-1987 and the 1987-1988 School Calendars will be published and distributed as soon as they are available.
ADDENDUM #2
APPENDIX F
JOB SHARING

ADDENDUM #3
APPENDIX G
TEACHER EXCHANGE PROGRAM

ADDENDUM #4
APPENDIX H
SACKETT BASIC EDUCATION SCIENCE AND TECHNOLOGY PROGRAM
APPENDIX I

HOPE HIGH SCHOOL ESSENTIAL SCHOOL PROJECT

Effective upon ratification by the Board and the Union, the following shall apply only to the Hope High School Essential Schools Project, (hereinafter referred to as "ESP") and shall be an exception to the Collective Bargaining Agreement between the Providence School Board and the Providence Teachers Union.

Section A. Positions in the ESP:

1. Teaching positions in the ESP, including the position of head teacher, shall be posted and filled pursuant to Article 11 titled "Posting and Filling of Other Job Openings" except that postings shall be made at and limited only to Hope High School and positions shall be filled only by teachers who were members of the Hope High School faculty as of September 1, 1985. In the event that there are no qualified applicants for said posted positions from among said Hope High School faculty, said positions shall be posted system-wide and filled pursuant to Article 11.

2. A committee composed of the Superintendent or his designee; the principal of Hope High School; the Brown Director of the Institute for Secondary Education, or his designee; an elected representative of the Hope High School faculty; and the head teacher, when a candidate for an ESP position is being interviewed, shall constitute the interviewing committee in lieu of the interviewing process provided by Article 11, Section 7.

3. Vacancies and newly created positions in the ESP shall be filled according to the procedures stated hereinabove, and shall not be filled subject to the transfer lists, preference sheets, or other assignment or reassignment rights pursuant to Article 14.

4. Positions of teachers in the ESP shall not be reduced or eliminated, except that should the recruitment for students not realize sufficient enrollment to warrant maintaining the full ESP faculty, said ESP faculty shall be consolidated out of the ESP pursuant to the Collective Bargaining Agreement. Teachers in said positions shall not be subject to being reassigned out of Hope High School or ESP unless and until said teachers become subject to reassignment out of certification area system-wide, and/or are subject to lay-off as provided for in Article 14.

Section B. Maintenance of Positions at Hope High School:

1. Effective September 1, 1985 no regularly appointed teacher filling any position at Hope High School as of September 1, 1985 shall be consolidated and/or reassigned out of Hope High School except as said teachers may become subject to reassignment out of certification area system-wide and/or are subject to lay-off as provided for in Article 14, or as said teachers may voluntarily transfer, resign, or otherwise vacate said positions pursuant to the Collective Bargaining Agreement.
Section C. Assignments and Transfers to Hope High School after September 1, 1985:

1. Teachers offered positions at Hope High School after September 1, 1985 pursuant to the Collective Bargaining Agreement shall be subject to all provisions of the Collective Bargaining Agreement except that teachers offered their first choice for transfer to said positions at Hope shall not be compelled to accept said first choice, and said teacher shall not lose his/her standing on the transfer request list if he/she refuses said first choice.

2. The School Department shall maintain system-wide area of certification seniority (SWACS) lists for all regularly appointed teachers joining the regular Hope High faculty after September 1, 1985, and said teachers appearing on said lists shall not be subject to the exceptions of the Collective Bargaining Agreement between the Union and the Board as provided for in this amendment and all teachers offered positions at Hope High School after September 1, 1985 shall be so informed.

Section D. Homeroom and Administrative Assignments:

1. Teachers in the ESP shall be guaranteed at least one (1) planning period each day in addition to their unassigned and duty-free lunch periods each day.

2. Teachers in the ESP shall be programmed for homeroom assignments and administrative assignments during homeroom period within the ESP and not within the regular Hope High School program, and shall be subject to inhouse substitute coverage as provided for in Article 8, Section 7 at Hope High School and ESP.

Section E. Opt Out Provision:

1. After each teacher's first year in ESP said teachers have the opportunity to opt out of the program by giving written notice to the Superintendent no later than May 1 of said school year that said teacher desires to leave the ESP at the end of said school year. Teachers opting out of the ESP shall be reassigned pursuant to the provisions of Article 14.

Section F. Continuity of Ratios:

1. Members of the Hope High School faculty who become teachers in the ESP shall continue to be considered members of the department from whence they came for purposes of computing Department Heads Compensatory Periods. ESP faculty shall attend meetings of the departments from whence they came when deemed appropriate by the principal. The head teacher shall attend all meetings of Department Heads called by the principal.

Section G. Head Teacher:

1. The position of Head Teacher of the ESP at Hope High School shall be a non-supervisory, non-administrative position. The Head Teacher shall teach one (1) class per day and fulfill other job requirements pursuant to his/her job specifications which are attached and made a part of this amendment. The Head Teacher shall be provided with clerical support to fulfill the requirements of his/her position.

Except as noted herein this amendment, any and all other terms and provisions of the Collective Bargaining Agreement between the Board and the Union shall remain in full force and effect with respect to the Hope High School teachers and ESP teachers.