

TENTATIVE AGREEMENT BETWEEN HOWARD UNION OF TEACHERS  
AND STATE OF RHODE ISLAND

The Howard Union of Teachers (the "Union") and the State of Rhode Island ("State") tentatively agree to the following changes to the Collective Bargaining Agreement:

**1. Article 8 Sick Leave**

Replace Article 8.5 with the following:

In the event of death in the employee's family the employee shall be entitled to absence with full pay "per death" not chargeable to the employee's sick leave accumulation for:

- (A) four days in the case of the death of a spouse (including domestic partner), child (including foster child or stepchild who resides with the employee), mother, father, brother or sister;
- (B) three (3) days in the case of the death of a mother-in-law, father-in-law, grandmother, grandfather, grandchild or any other relative living in the employee's household;
- (C) one day in the case of the death of an aunt, uncle, sister-in-law or brother-in-law.

If more than the above days of bereavement leave are needed, such additional time may be taken as sick leave.

**2. Article 8.10, Sick Leave Bank**

Amend Article 8.10(c)(4) as follows:

- (4) Employees must make contributions to the Sick Leave Bank on January 2 of each calendar year, or on an as needed basis. Any employee who does not make a contribution or pledge to make a contribution to the Bank shall not be eligible to apply to the Bank for any Sick Leave.

**3. Article 24, Discipline & Discharge**

Replace Articles 24.1 – 24.4 with the following:

24.1 Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action imposed upon an employee may be processed as a grievance through the regular grievance procedure as outlined in Article 25.

If the appointing authority has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Initial minor infractions, irregularities, or deficiencies shall be privately brought to the attention of the employee.

After a period of one year, if the employee has not committed any further infractions of appropriate rules and regulations, written reprimands shall be expunged from the employee's personnel records, oral reprimands shall be removed from the personnel file after six months.

Each employee shall be furnished with a copy of all performance evaluations or disciplinary entry in their personnel record and shall be permitted to respond thereto. The contents of an employee's personnel record shall be disclosed to the employee upon the employee's request and shall be disclosed to the employee's Union representative.

Where appropriate, disciplinary action or measures shall include the following:

1. Oral Reprimand
2. Written Reprimand
3. Suspension
4. Discharge
  
4. **Article 25.1**

Delete Section 25(d) and renumber/re-letter as appropriate.

#### **5. Article IV – Length of School Day and Year**

Amend Article 4.1(f) as follows: “ 8:15 – 2:45 \*\*\*

\*\*\* -- Teachers will be ready to teach at 8:15, but are not obligated to be present 15 minutes before the school day.”

Amend the first sentence of Article 4.2(a) to provide that the school year shall be one hundred eighty-two (182) days, with two (2) days of professional development. Amend other references to 180 day school year to reflect this change.

Amend Article 4.2(e) to provide that the school year will start the Tuesday after Labor Day.

Amend Article 4.8(b) to provide that an additional fourteen (14) hours of professional development (above the two days of professional development included in the 182 day school year) may be offered and may be accepted on a voluntary basis.

Add as new Article 4.2(g) the following: "In the event that the host community is cancelled due to adverse weather and the state has enacted the Adverse Weather Policy, school shall be cancelled for bargaining unit members who are on the 182 day schedule at the DOC. Days cancelled due to adverse weather shall be made up. Fifty-two week employees shall adhere to the State policy.

Amend Article 4.8(e) by adding to end the following: "be scheduled in conjunction with other after school obligations (Article 4.4) unless otherwise agreed."

**6. Article V – Salary Stipend**

All stipends (other forms of compensation, i.e, part-time, summer and substitute pay) will increase by 2% on 4/6/14, 10/5/14 and 10/4/15.

7. Article XXXIV - BEP

Add the following: "This agreement, if necessary, shall be amended during the term of the Agreement through negotiations to make it BEP compliant. If the parties are unable to reach resolution on any BEP issue, either party may proceed directly to arbitration under Article XXVI."

8. Article XXVIII – Supplemental Employment Opportunities

Amend 28.1 by adding "supplemental" after the word "summer" in the first sentence and also in subparagraphs (c), (e), (f) and (g).

9. Appendix A

Amend by removing "Good Friday."

FOR THE UNION

Cheyl B. Dickerson

FOR THE STATE

Anthony P. Duce  
05/22/14