

AGREEMENT

between

CRANSTON SCHOOL COMMITTEE

and the

RHODE ISLAND LABORERS' DISTRICT COUNCIL

on behalf of

LOCAL UNION 1322

of the

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

AFL-CIO

EFFECTIVE: July 1, 2011 through June 30, 2013

SCHOOL COMMITTEE – CRANSTON PUBLIC SCHOOLS

Andrea Iannazzi, Chairperson

Steven Bloom

Stephanie Culhane

Frank Lombardii, Clerk

Paula McFarland

Janice Ruggieri

Michael A. Traficante

NEGOTIATION COMMITTEE

Peter L. Nero, Superintendent

Judith Lundsten, Assistant Superintendent

Raymond L. Votto, Jr., Chief Operating Officer

Joseph Balducci, Chief Financial Officer

Joel Zisseron, Director of Transportation

RHODE ISLAND LABORERS' DISTRICT COUNCIL
LOCAL UNION 1322

Arthur J. Jordan, Business Manager\Secretary-Treasurer

Kathleen Albertson

Steve Hogan

Lynn Page

Edward Ferry

AGREEMENT

PREAMBLE

This agreement by the Cranston School Committee, hereinafter referred to as the "SCHOOL COMMITTEE" or "COMMITTEE" and the Rhode Island Laborers' District Council on behalf of Local Union 1322 of the Laborers' International Union of North America, AFL-CIO, hereinafter referred to as the "UNION", located at 410 South Main Street, Providence, RI 02903, has as its purpose the promotion of harmonious relationship between the School Committee and the Union.

PRINCIPLES

- A. This Agreement is entered into to facilitate the adjustment of grievances and disputes between the Employer and Employees, to provide, insofar as possible, for the continuous employment of labor and to establish necessary procedures for the amicable adjustment of all disputes which may arise between the Employer and the Union.
- B. The Employer and the Union encourage the highest possible degree of practical, friendly, cooperative relationships between their respective representatives at all levels. The officials of the Employer and the Union realize that this goal depends primarily on cooperative attitudes between people in their respective organizations at all levels of responsibility and

those proper attitudes must be based on full understanding of and regard for the respective rights and responsibility of both the Employer and the Employees.

- C. There shall be no discrimination against any Employees by reason of race, color, creed, sex, or Union membership.
- D. All reference to Employees in this Agreement designates both sexes and wherever the male gender is used it shall be construed to include male and female employees.
- E. The Employer and the union affirm their joint opposition to any discriminatory practices in connection with employment, promotion, or training, remembering that the public interest remains in the full utilization of an employee's skill and ability without regard to consideration of race, color, creed, sex or national origin.
- F. No Employee covered by this Agreement shall be discharged, demoted, suspended, transferred, or affected in any way because of lawful political beliefs or activities.

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ARTICLE I

RECOGNITION

- A. The Cranston School Committee recognizes LIUNA, Local Union 1322 as the sole and exclusive bargaining representative of all employees in the bargaining unit as defined in case number EE-3633, dated May 15, 2000 by the parties.
- B. The bargaining unit shall consist of all Bus Drivers regularly employed to operate motor vehicles belonging to the Cranston Public Schools for the expressed purpose of transporting Cranston students to and from Cranston Public Schools, as designated by the Cranston School Committee, and special trips.
- C. The bargaining unit shall also include those hourly employees assigned to the transportation department, whose primary duty is to maintain vehicles, but who occasionally are assigned to drive.
- D. The bargaining unit shall also include those hourly employees assigned to the Office of Plant Operations and who work as Trades people.

ARTICLE II

CLASSIFICATION

- A. **Bus Driver**
 - 1. Employee available five days each week for minimum of twenty (20) hours based on a five-day week.

2. Specific hours to be determined by schedule with notification to the union.
3. Employee also available for special trips, days, nights, weekends, and summer assignments on a volunteer basis.
4. A distinction is hereby made between drivers of large buses and drivers of special needs buses (35 or less).

B. Mechanic

1. Employee available five days each week, Monday through Friday for a minimum of forty (40) hours from 7:00 a.m. to 4:00 p.m. Other than in an emergency any change in work schedule requires a one- (1) week notification or overtime will be paid for first 8 hours,
2. Employee to be available for performing various maintenance as required by the transportation coordinator.
3. Bus inspection – when the temperature rises above 90 degrees or descends to less than 20 degrees, or the wind chill factor reaches bitter cold, minus 4 as set forth by the WJAR Channel 10 “weather bug” located at Cranston High School East, the Union shall notify the director or acting director of Transportation as the case may be, to cancel inspections. The decision shall be within the discretion of the director, but he shall not deny such request unless in his reasonable opinion an emergency situation exists, and the work to be performed is directly related to the emergency. The temperature and/or wind chill factor as set forth above shall be determined by

the WJAR Channel 10 weather bug located at Cranston High School East.

C. Tradesperson

1. Employee available five (5) days each week, Monday through Friday for a minimum of forty (40) hours from 7:00am to 3:30pm. Other than in an emergency any change in the work schedule requires a one (1) week notification or overtime will be paid for the first eight (8) hours.

2. Employee to be available for performing various duties as required by the Director of Plant Operations.

D. For the purpose of “summer work,” runs will be given by seniority according to the size bus that is driven during the school year. After assignments of runs have been made, those remaining will be given by overall seniority.

E. If a mechanic\tradesperson is requested to start his/her workday earlier than scheduled, he/she will not be sent home earlier at the end of his/her workday.

F. Employee must work 2/3 of school year or more to be eligible for summer work. However, if there are not enough union employees eligible, all remaining union members will be offered work prior to any non-union employees.

ARTICLE III

SELECTION AND APPOINTMENT

- A. The Superintendent or his/her designee shall be responsible for the selection, employment and assignment of all employees covered by this agreement, subject to School Committee approval.**
- B. All new employees hired as of July 1, 2011 and during the term of this agreement shall be a one year probationary, non-union employee and will have no rights or recourse to dismissal as to the provisions of this agreement. These employees will not receive any benefits that the Bargaining Unit members are entitled to and will not be required to pay Union dues during the probationary period.**
- C. Notice of vacancies and/or new positions shall be posted on the Transportation bulletin board at the Park View Garage, Fletcher Avenue Garage, and Transportation\Plant Operations office for a five (5) workday period including one work Monday. Such notice shall state the schedule and hours. Any person interested in the posted position must apply in writing to the Director within the five (5) work day posting period. The notice shall be dated and shall designate the last day on which applications for the vacancy will be accepted. If an employee is awarded the bid, that employee will be placed in the new assignment within ten (10) workdays.**

If the employee cannot take the new assignment within the ten (10) work days, the bid will be awarded to the next senior bidder. In the event there

are extenuating circumstances, the Director of Transportation\Plant Operations shall notify the Business Manager or designee.

1. Postings will include a copy of the run sheet and will show if the run is more than 180 days.
 2. Vacancies or new runs shall be posted at Fletcher Avenue Garage, Park View Garage and Briggs within ten (10) days for any members of the bargaining unit to bid on.
 3. If a vacancy or a new run is posted during the months of May or June, the Driver will be awarded the run but not moved to the run until September.
 4. Mail run shall pay minimum of three (3) hours.
- D. At the time of initial employment, the School Department will supply the new employee with a copy of the current existing working agreement.
- E. Bus drivers shall be permitted to exercise the provisions of paragraph C above no more than twice each school year.
- F. The School Committee agrees to pay for any physical examination required by state law for drivers to secure a school bus driver's license and mechanics/trades people if related to their jobs.
- G. The Business Manager of the Union shall be notified of all openings, vacations, vacancies, proposed changes and any and all matters relating to all Union members' duties in the bargaining unit.

- H. Annual increases will be given to employees hired prior to January 1st. An employee hired after January 1st shall remain on the step at the time until the following year.

ARTICLE IV

SECURITY

- A. All employees covered by this agreement, who are members of the Union on the effective date of this agreement, shall remain members of the Union for the life of this Agreement.
- B. The Union agrees to provide the Human Resource Office of the Cranston Public Schools properly executed individual membership cards for each member of the Union as soon as membership is established.

ARTICLE V

PAYROLL DEDUCTIONS

Section 1. During the term of this Agreement, every employee in the bargaining unit who is not a member of the Union shall, as a condition of employment, on and after the effective date of this Agreement, unless otherwise stated herein, pay to the Union a monthly service charge in the amount equivalent to the then current dues uniformly required for members of the Union. All new probationary non-union employees will not be required to pay Union dues for a period of one year from their date of hire. All probationary employees must remit, to the Union, any dues or initiation fees due after one year of employment. The initiation fee can be

deducted from the new employee's pay over six (6) pay periods equal to three hundred (\$300) dollars. An authorization must be signed by the employee permitting the school department to make these deductions.

Section 2. The failure of any employee to maintain membership or pay the service charge required of non-members in accordance with the terms of the Agreement shall be considered grounds for dismissal under the provisions of this contract. Upon notification by the Union of such failure on the part of any employee, the Cranston Public Schools Department agrees to discharge such employee, provided however, that nothing contained herein shall be construed so as to place any obligation upon the Cranston Public Schools Department to discharge any employees for failure to maintain membership in the Union if the membership was terminated for reasons other than the failure of the employees to tender the periodic dues and initiation fees uniformly required as a condition of maintaining membership.

Section 3. The Cranston Public Schools shall deduct from the current wages of employees, in accordance with the express terms of a signed authorization to do so, the weekly dues of the Union or the service charges including the Laborers' National (Industrial) Pension Fund Contribution Surcharge provided in Article XXI. Such deductions shall be made bi-weekly each month for which they are due and shall be forwarded to the Secretary-Treasurer of the Union, together with a check-off list setting forth the names of the employees and the amount of deduction. If any employee has no earnings due for that paycheck, the Union shall be responsible for collecting said dues. The Union will give the Cranston

Public Schools thirty (30) days' notice of any change in the amount of uniform dues to be deducted.

Section 4: The Union shall indemnify, defend, and save the Cranston Public Schools harmless against any and all claims, demands, suits or other forms of liability and for all legal costs excluding costs incurred by the Cranston Public Schools that shall arise out of or by reason of action taken or not taken by the Cranston Public Schools in complying with the provisions of this Article. The Union shall further indemnify and hold harmless the Cranston Public Schools for any claims of ERISA violations as a result of payroll deductions.

Section 5: Deductions made under the provisions of this Article will be transmitted at intervals of no greater length than every two (2) weeks to the Secretary-Treasurer, Local 1322 at 410 South Main Street, Providence, RI 02903.

ARTICLE VI

SAVINGS CLAUSE

- A.** In the event that any section of any provision of this agreement is or shall at any time be declared contrary to law, all sections of said provisions and all other provisions of this agreement shall be in effect.

ARTICLE VII

SENIORITY

- A.** Seniority shall be defined as total length of regular and continuous employment within the transportation division of the Cranston Public Schools. Seniority shall begin upon appointment of employee by the

School Committee. In the case of a tie, date of application will be used. Should the date of application be the same, seniority shall be determined by lottery.

- B. Seniority shall continue to accrue during any approved leave of absence for a period not to exceed one (1) year and shall be broken when an employee covered by this agreement terminates voluntarily or is terminated under the provisions of Article XIV of this agreement, or fails to return to work on the date specified at the time the leave was granted.
- C. A seniority list of all employees covered by this agreement shall be provided to the Union and shall be posted by the Committee no more frequently than once a year.
 - 1. By November of each year, the Transportation\Plant Office shall mail to each member a seniority list and a total of accrued sick days.
- D. Seniority shall control the order of layoff and recall. A two-week notice of layoff shall be given, except in cases where the bus runs are cancelled. When recalled, an employee must return within two (2) weeks. Failure to return upon recall as stated wherein will result in the voluntary termination of the employee.
- E. When a vacancy and/or new position become available, it shall be filled within rank by the employee with the most seniority. Bus Drivers, Mechanics, and Trades people shall be placed in separate classifications

for the purpose of seniority and will enjoy bumping and bidding rights only within their own classification.

- F. Each employee covered by this agreement shall be allowed to examine his/her own personnel file, providing a twenty-four (24) hour notice is given to the Human Resource Office. Confidential and privileged information such as credentials, letters of reference from individuals or former employers, are exempt from review. Confidential and privileged material shall be removed from the file prior to review. The employee may be permitted to reproduce his/her file, other than confidential or privileged material, provided that the individual assumes the cost of reproduction.
- G. There will be a sign up sheet for snow removal for all union members.

ARTICLE VIII

SPECIAL TRIPS

- A. “Special trips” are defined as the following: interscholastic sports and field trips.
- B. Insofar as is practical, drivers will be assigned by seniority according to the size vehicle they normally drive and which is needed for the “special trip.” If no driver becomes available by seniority by size vehicle, the Director of Transportation will assign by size vehicle, the least senior driver, and there shall be no options for refusal. A force list shall be established.

- C. Bus drivers shall be compensated for a minimum of two (2) hours when assigned for Special Trips as defined under this Article, except nights, weekends, and holidays at which time Drivers will be compensated for a minimum of four (4) hours. If possible, Drivers shall receive at least five (5) days' notice of said trips. Mechanics\Trades people shall be paid a minimum of three (3) hours when called back to perform duties after regular working hours. Any Driver "called back" to perform any unscheduled work shall be paid for a minimum of three (3) hours.**
- D. When a trip is cancelled, the driver who had been assigned shall, within the same work week, be given the opportunity to be given the trip which had been assigned to the least senior driver, provided the cancellation falls under the following:**
- 1. If a trip is cancelled on Saturday or Sunday, the reschedule shall be for trips Tuesday through Friday.**
 - 2. If a trip is cancelled on Monday, the reschedule shall be for trips Wednesday through Friday.**
 - 3. If a trip is cancelled on Tuesday, the reschedule shall be for trips on Thursday or Friday.**
 - 5. If a trip is cancelled on Wednesday, the reschedule shall be for trips on Friday.**

There shall be no rescheduling of trips cancelled on a Thursday or Friday.

- E. For the purpose of this Article, night trips shall be defined as trips that commence on or after 4:00 p.m. and finish after 6 p.m.**
- F. All Holiday and Sunday trips shall be assigned on a rotating basis for those Drivers who have signed up for such trips by seniority.**
- G. If a sick day, Holiday, or vacation time falls during the period a Driver is working a regular special run, computation for said pay shall be the average hours worked during the previous four (4) weeks.**
- H. The Director of Transportation shall notify the Business Manager within ten (10) working days following the assignment of a Driver to a regular special run.**
- I. Any Driver signing up for field trips shall not sign up for weekends or holidays only. A Driver must also be available for either weekday or week-night trips, except in cases of emergency.**
- J. Regular special runs shall be defined as those runs serving programs where transportation is needed for a period of eight (8) consecutive weeks or more during the school year.**
- K. If a Driver is called by telephone for a special trip taking place the following day and they are not home, there is no answer, or an answering machine answers, no message will be given and the next available Driver will be called.**
 - 1. If a Driver is called by telephone for a trip taking place two (2) days in advance, and there is no answer, they will not receive another call. If the phone is answered by someone other than the driver or**

an answering machine answers, a message shall be left. The Driver must return the call by 10:00 a.m. the following day. If not, the next available Driver will be called.

- L. If two (2) or more Drivers appear for the same trip and fewer buses are required, the senior Driver shall have the option to do the trip.
- M. Trip sheets will be posted for special needs buses.

ARTICLE IX

WORK SCHEDULES

- A. The work day, work week, and work year of each Driver will be required by the assigned route.
- B. The minimum workday shall be four (4) hours.
- C. Bus Drivers shall be responsible for the inspection of safety devices and cleanliness of buses. In fulfilling these responsibilities and duties, Bus Drivers shall:
 - 1. Sweep buses and clean windshields daily. Upon request, cleaning materials will be provided by School Department.
 - 2. Perform daily pre-trip inspection as required by Rhode Island State law.The above responsibilities and duties shall be performed during regular work hours and the employees shall be compensated at their regular hourly rate.
- D. If, in the opinion of the Driver, the bus does not meet minimum safety Standards, the Transportation Coordinator or Transportation Director

shall be so informed immediately. Failure to report mechanical problems with the bus or not following procedures set forth by the Director of Transportation may result in disciplinary action.

- E. Every effort will be made each year to assign schedules, hours, and routes consistent with the previous year's schedule, hours, and routes.
- F. Kindergarten runs will be considered a part of a Driver's regular run and compensation will be assessed on a minimum of two (2) hours. When a Driver of a bus with a Kindergarten run expects to be out for more than two (2) consecutive days, the Director of Transportation shall assign another Driver for that period according to seniority from a list of Drivers wanting Kindergarten runs.
 - (1) Every effort will be made to schedule more senior Drivers to Kindergarten runs that are longer than two (2) hours.
- G. Assigning of Bus Driver duties by the Director of Transportation or his designee during a "lay-over" period between regularly scheduled runs shall not be considered "special runs".
- H. At the discretion of the Director of Transportation, Bus Drivers may be required to attend in-service meetings. Compensation for attending in-service meetings shall be at the Driver's regular hourly rate for a minimum of three (3) hours.
- I. Drivers assigned runs to schools other than Cranston's are required to complete those runs as scheduled in that school's calendar.

- J. Drivers are responsible for School department equipment signed out to them. If the Driver is negligent and the equipment is lost or stolen, the Driver is held responsible. If the equipment is locked and concealed in their vehicles or is in their dwelling (not a common hallway) and said equipment is stolen, the Driver will not be held responsible. In all cases of missing equipment, The Police Department must be notified and a Police Report must be filed.**

ARTICLE X

OVERTIME

- A. Overtime work is defined as time over forty (40) hours per week excluding Mechanics\Trades people, whose overtime is defined as time over eight (8) hours per day. The rate for overtime work requested by the School Department will be at the rate of time and one-half of the employee's regular hourly rates.**
- B. Summer assignments shall be made according to the seniority of employees desiring summer employment. For employees of large buses, a voluntary, non-compensated job selection meeting (jamboree) will be held prior to the end of the school year. For drivers of small buses, a voluntary, non-compensated job selection meeting (jamboree) will be held on or about the 3rd Friday in June. If an insufficient number of employees express an interest in summer employment, assignments will be made and must be accepted on a seniority basis: the least senior being assigned first.**

- C. Compensation for assigned work on legal holidays and on Sundays shall be double time the Driver's regular hourly rate.**

ARTICLE XI

MANAGEMENT RIGHTS

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, transfer, evaluate, assign, and retain employee's 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 actions as may be necessary to carry out the mission of the Cranston 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.**
- 9. Take any other action, which is in the best interest of the Cranston Public Schools.**

ARTICLE XII

LEAVES OF ABSENCE

A.

- 1. Members of the bargaining unit governed by the provisions of this agreement shall be allowed to accrue one (1) day of sick leave per**

month provided the members of the bargaining unit work ninety percent (90%) of the month. If, however, a member is absent more than ten (10) percent of the work days in two (2) or more months of a fiscal year, no accrual will take place for the second month, third month, etc. Months do not need to be consecutive.

Effective October 7, 2011 accrued sick days/sick banks for all Bargaining Unit members shall be frozen as set forth in Exhibit C attached hereto and made a part of hereof. And no unused sick days shall be allowed to accumulate or be added during the term of this Agreement for purposes of payout to Union members who have worked for the transportation department for ten (10) years or more upon retirement from the Cranston Public Schools. In the event that any Bargaining Unit employee has accrued and exhausted ten (10) 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 or she has accumulated. Notwithstanding the above, Bargaining Unit members may accrue up to five (5) days of unused sick time, but as stated above, this will not be counted as part of the payout at the end of their term.

2. The Committee reserves the right to request a medical certificate when an absence for personal illness in excess of three (3) days is recorded. The medical certificate will require the nature of the illness, next scheduled evaluation and return date. This provision cannot violate HIPAA (Employer's Guide to HIPAA Privacy Requirements, Section 200, pages 6 and 7). At any time, at the option

of the Administration, the union members may be required to submit to an examination by a physician selected by the Administration.

3. In the event that the earned sick leave of a union member has been exhausted, a written request may be made for the extension of leave, without compensation, for a period not to exceed six (6) calendar months or the remainder of the school year, whichever is longer. A request for such an extension of sick leave must be made in writing to the Superintendent of Schools and be accompanied by a medical certificate stating the nature of the illness and necessity for leave.
4. Workmen's Compensation benefits shall be provided for members of the bargaining unit. The payment received by a member of the bargaining unit under provisions of the Workmen's Compensation Act shall be in lieu of any contractual salaries or wages payable to said union member.
5. If a Holiday falls while an employee is on sick leave, said day will be paid as a Holiday and not be charged against sick leave.
6. Union members who achieved perfect attendance during the school year shall be entitled two (2) days' pay. Union members who have worked for the Transportation Department for ten (10) years or more, upon retiring from the Cranston Public Schools shall receive compensation for sick days they have accumulated at a rate of \$20.00 per day for the total number of sick days accumulated. Union members who have worked for the Transportation Department for

twenty (20) years or more and have accumulated a minimum of 120 days, upon retiring from the Cranston Public Schools shall receive compensation for sick days they have accumulated at a rate of \$50.00 per day for the total number of days accumulated.

B. BEREAVEMENT

1. In case of death in the immediate family, (father, mother, sister, brother, son, daughter or spouse) all employees governed by the provisions of this agreement maybe absent for a period of seven (7) calendar days including the day the death occurs without loss of pay.
2. In case of death of a Mother-in-law, Father-in-law, Grandparent, Grandchild, Son-in-law, Daughter-in-law, Brother-in-law, or Sister-in-law, the employee may be absent for a period of four (4) workdays, including the day the death occurs.
3. In the case of death of a relative by blood or marriage not listed in #1 or #2 above, the employee may be absent on the day of the funeral without loss of pay.
4. In the event that additional time is necessary to travel long distances in cases of bereavement the employee may be granted such travel time at the discretion of the Director of Transportation\Plant Operations, but such additional time will be taken without compensation.

C. JURY DUTY

1. Leave for jury duty shall be granted and the difference between the union member's normal salary and the salary paid for jury duty shall be paid to the union member.

D. MILITARY LEAVE

1. Any employee covered by 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 Public Schools System during said leave.

- E. Payment under this Article shall be based upon the employee's average Work day, excluding overtime.

F. UNION REPRESENTATION LEAVE

1. At the discretion of the union, members of Local 1322 shall be granted a total of fifteen (15) days per year for the purpose of engaging in local, state, and/or national union activities without loss of pay, provided the union pay for the cost of substitutes.

G. PERSONAL LEAVE

1. A written request for an unpaid leave under this section (H) must be made not less than thirty (30) days prior to the date the leave is to

begin. There may be exceptions in the case of extreme emergencies. Leave for the remainder of the school year (up to one (1) full year) may be granted at the discretion of the Superintendent.

2. Seniority shall continue to accrue during the period of personal leave.
3. All benefits will be discontinued during the period of personal leave granted under this section.
4. Employees granted leave under this section who fail to return to work at the expiration of personal leave will be considered to have voluntarily terminated their services with the Cranston Public Schools.
5. The Committee agrees to return the employee to at least a position comparable to the position from which leave was granted.

I. FAMILY ILLNESS

1. Members may be granted two (2) days compensation from accrued sick leave for family illness. Physician's Certificate stating the nature of the illness may be required.

H. Regardless of the nature of unpaid leave, members shall have the option to continue in the group health plan by making monthly contributions, at no expense to the Cranston Public Schools.

I. Summer Work-III Time

1. Drivers who are scheduled or anticipate surgery during the summer may bid on summer work provided they can work a minimum of three (3) weeks of the program.
2. Drivers must inform the Transportation Director prior to the jamboree for summer work and are responsible for finding their own replacements.
3. The Transportation Director must be informed of who shall be the replacement driver prior to the summer jamboree.
4. Neither driver is eligible for sick time during the summer.
5. Drivers who are assigned summer runs and cannot complete the run due to injury or illness not related to the job must submit a physician's note as to the reason.
6. If a driver has worked fifty (50%) percent of the scheduled days of the program and has sick time, the driver shall receive sick pay.
7. Drivers that are assigned a summer run shall be allowed to take up to four (4) sick days if needed. These days do not count toward the fifty (50%) of the scheduled days of a program.
8. Under this provision 230 day drivers are excluded.

ARTICLE XIII

HEALTH INSURANCE

- A. The Committee shall provide individual or family coverage for medical insurance, including a student rider to age 24. The Committee will have the option of offering multiple plans for all employees and applicable

riders as outlined in plan dated July 1, 2008. Effective October 7, 2011 all bargaining unit members will be responsible for a twenty (20%) percent cost based upon their plan. With regard to 2012-2013, all bargaining unit members will pay the same cost share that is in effect for the teachers, but no more than the twenty (20%) percent. Payments under this article shall be subject to section 125 of the IRS code.

The Health plan changes are as set forth in Exhibit B.

The Committee shall provide the individual or family plan dental insurance, including a student rider to age 24. The annual maximum dental coverage will be \$1500 per person and the Orthodontic rider lifetime maximum will be \$1500 per person. All applicable riders as outlined in the plan dated July 1, 2008 will apply to said coverage.

Effective October 7, 2011 all bargaining unit members will be responsible for twenty (20%) percent cost share. With regard to 2012-2013 all bargaining unit members will pay the same cost share that is in effect for teachers, but not more than twenty (20%) percent. Payments under this article shall be subject to section 125 of the IRS code.

- C. 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.
- D. Employee A and employee B's health coverage shall be adjusted pursuant to a Memorandum of Agreement executed by the parties.

Employee A's coverage will be eliminated and Employee B's coverage

will be reduced from family coverage to individual coverage. As to Employee A, coverage will not be available for the duration of this agreement unless satisfactory written evidence is presented to the Committee establishing that the coverage that is available to him or her through the spouse's employment is no longer available. As to Employee B, no coverage shall be available for the duration of this agreement unless satisfactory written evidence is presented to the Committee indicating that there has been a change in the circumstances which would require family coverage.

- E. The Committee shall provide a \$20,000, paid group life insurance plan.

ARTICLE XIV

TERMINATIONS

1. **Unauthorized absences, incompetence, insubordination, conduct unbecoming a School Department Employee, or other acts which may be considered not in the best interest of the Cranston Public Schools may be considered just cause for dismissal.**
2. **Incompetence is defined as:**
 - A. **Unsafe Driving Habits.**
 - B. **Accidents due to Driver negligence.**
 - C. **Violations of State Law or Regulations of the Registry of Motor Vehicles.**
 - D. **Violation of Cranston School Committee Policies and related administrative regulations.**

3. Insubordination is defined as: Refusal of an n Employee to carry out the directions of a Superior.

4. Conduct unbecoming to a School Department Employee is defined as: flagrant and frequent acts of discourtesy to School Administrators, Parents, Students and School Principals.

B. It is the driver's responsibility to meet all State and Federal requirements now and in the future in order to qualify for being a school bus driver in the State of Rhode Island. If these requirements are not met by August 1st of each year, the Driver will receive:

1ST Offense: Five (5) Workday Suspension without pay

2ND Offense: Twenty (20) workday suspension without pay

3RD Offense: Termination

ARTICLE XV

GRIEVANCE PROCEDURE

A. **STEP I** – Any employee who believes he/she has a legitimate complaint, may, with a union representative present, discuss the complaint with his/her superior within ten (10) working days of the knowledge of the event leading to the complaint.

B. **STEP 2**

1. If no satisfactory resolution has been reached, a grievance shall be reduced to writing within ten (10) working days following the Step 1 meeting and forwarded to the Chief Operating Officer. The signed grievance shall include:

- a. Name and position of grievant.
 - b. The date of occurrence of the complaint being grieved and the facts involved.
 - c. The corrective action requested.
2. A hearing to discuss the grievance shall be held by the Chief Operating Officer within ten (10) working days following receipt of the grievance.
 3. The Chief Operating Officer shall render a decision in writing within ten (10) working days following the hearing at Step 2.

C. STEP 3

1. If no satisfactory resolution has been reached at Step 2 or if no decision is rendered, the grievance may be appealed to the Superintendent of Schools within ten (10) working days following receipt of the decision at Step 2.
2. The Superintendent will conduct a hearing of the grievance within twenty (20) working days of receipt of the appeal to Step 3. The Superintendent shall render a decision within fifteen (15) working days following the hearing at Step 3.

D. STEP 4 – Arbitration

1. If no satisfactory resolution has been reached at Step 3, or no decision is rendered, the union may, within fifteen (15) working days after the decision at Step 3, give to the Committee written notice that the matter is

to be submitted to Arbitration under the rules of the American Arbitration Association.

a. The Committee and the Union may agree upon a mutually acceptable Arbitrator or either party may make request for a list of Arbitrators to the American Arbitration Association.

b. The Parties will be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association regardless of how the Arbitrator is selected.

c. The decision of the Arbitrator shall be final and binding on all matters regarding a grievance filed under the provisions of this article, except that the Arbitrator may not add or subtract nor modify the terms of this agreement; and no appeal shall be taken except as provided by the General Laws of the State of Rhode Island.

E. TIMELY GRIEVANCES

- 1. Grievances which are not received by a Superior within the provisions of paragraph B1 above, or which are not appealed within the stated time limits, shall be considered as waived and not entitled to further consideration.**
- 2. If the Administration fails to respond to a grievance at any step within the specified time limits, the Union may proceed to the next step of the grievance procedure.**

3. The Union agrees to screen grievances in order to prevent unnecessary grievances from consuming the time of the Parties.
 - F. Grievances regarding the termination of an employee may be initiated at step 3 of this grievance procedure.
 - G. The Union agrees that it will not bring or continue, and that it will not represent any employee in, any grievance that is substantially similar to a grievance denied by the decision of an Arbitrator; and the Committee agrees that it will apply to all substantially similar situations the decision of an Arbitrator sustaining a grievance.

ARTICLE XVI

GENERAL

- A. This agreement incorporates the entire understanding of the parties on all issues that were or could have been the subject of negotiation.
- B. All Union members covered by the provisions of this agreement will participate in the Municipal Employees Pension Plan and be subject to all provisions as established by the Rhode Island Retirement Board.
- C. A three (3) day notice to the Director of Transportation\Plant Operations is required in the event a Union member is to be absent for reasons other than emergencies such as Doctors and Dentists appointments and other such reasons normally known to the employee far in advance.

ARTICLES XVII

HOLIDAYS

A. During 2011-2012 all bargaining unit member will be entitled to the following paid holidays:

LABOR DAY	CHRISTMAS DAY	NEW YEAR'S DAY
VETERANS DAY	THANKSGIVING DAY	
GOOD FRIDAY	DAY AFTER THANKSGIVING	
ELECTION DAY (WHEN SCHOOLS ARE NOT IN SESSION)		
MEMORIAL DAY	MARTIN LUTHER KING DAY	
JEWISH HOLY DAYS (WHEN LISTED AS A HOLIDAY ON THE		
SCHOOL CALENDAR)		

With regard to 2012-2013 all bargaining unit members will be entitled to the following paid holidays:

LABOR DAY	CHRISTMAS DAY
COLUMBUS DAY	NEW YEAR'S DAY
VETERANS DAY	GOOD FRIDAY
THANKSGIVING DAY	ELECTION DAY (WHEN SCHOOLS
	ARE CLOSED)
DAY AFTER THANKSGIVING	MEMORIAL DAY
MARTIN LUTHER KING DAY	

- B. In order to be eligible for compensation for any of the above Holidays, a Driver must have worked the last regular workday before the Holiday and the next regular workday following the Holiday. Notwithstanding the above, compensation for a Holiday may be made to a Union Member who has been absent, at the discretion of the Chief Operating Officer.**
- C. Computation for Holiday pay shall be based on the Employee's average workday excluding all overtime activity.**
- D. Holidays falling on Sunday and celebrated on Monday shall be included providing all other criteria are met.**
- E. Those Employees assigned to work between July 1st and August 31st shall receive the two (2) additional paid Legal Holidays of Independence Day and Victory Day, providing provisions of paragraph B above have been complied with. If a summer program begins the day after July 4th, the Driver shall be paid for the Holiday.**

ARTICLE XVIII

VACATIONS

- A. As of September, those employees who have completed one (1) full year of service with the Cranston Public Schools, Transportation/Plant, as a driver, mechanic or tradesperson will be granted one (1) week vacation, to be taken during the Holiday recess period.**
- B. As of September, those employees who have completed three (3) years of service with the Cranston Public Schools, Transportation/Plant, as a**

driver, mechanic or tradesperson will be granted two (2) weeks vacation, to be taken during the recess periods.

- F. As of September, those employees who have completed six (6) years of service with the Cranston Public Schools, Transportation/Plant, as a driver, mechanic or tradesperson will be granted three (3) weeks vacation, to be taken during the recess periods.
- G. Those employees, who have completed ten (10) years of service with the Cranston Public Schools, Transportation/Plant as a mechanic or tradesperson, will be granted four (4) weeks of vacation, notwithstanding the provisions of any previous contracts (i.e. any drivers who had been entitled to four weeks vacation under prior contracts are not entitled to a fourth week under this agreement). Vacation will be taken during the three recess periods and the fourth week will be paid at the end of the school year.
- H. In the event an employee is required to work during his/her designated vacation period, that employee shall receive vacation pay in addition to salary for work performed.
- I. Effective with the 2003-2004 School Year and thereafter, Drivers, Mechanics, and Trades people will have their vacation time pro-rated based upon the number of paid work days from the previous school year.

ARTICLE XIX

LONGEVITY

A. Regularly appointed employees governed by the provisions of this agreement shall receive an annual longevity increment of \$400.00 after having completed ten (10) years of continuous service as of September 1st with the Cranston Public Schools, as a driver, mechanic or tradesperson

B. Annual longevity increment of \$575.00 shall be given to those employees having completed fifteen (15) years of continuous service as of September 1st with the Cranston Public Schools, driver, mechanic or tradesperson

1. The increment shall be included as of the beginning of the salary year following the completion of ten (10) or fifteen (15) continuous years of service and annually thereafter.

2. Every effort shall be made by the Cranston Public Schools to pay by separate check no later than the first pay period in October of each year.

C. Sections A and B will be increased by \$100.00 in year two of the contract as well as year three.

<u>Contract Year</u>	<u>10 year</u>	<u>15year</u>
2008-2009	\$500.00	\$675.00
2009-2010	\$600.00	\$775.00
2010-2011	\$600.00	\$775.00

ARTICLE XX

NO STRIKE – NO LOCKOUT

During the term of this agreement the Union agrees that there shall be No lockouts, strikes, walkouts, sit-ins, slow-downs, or other interruptions, suspensions or cessation 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 others or between the School Department and others. The School Department agrees not to lock out union employees.

ARTICLE XXI

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA NATIONAL

(INDUSTRIAL) PENSION FUND

Section 1. Effective July 1, 2011 the Employer shall contribute to the Laborers' International Union of North America National (Industrial) Pension Fund the sum of fifty-four (.54) cents per hour for each hour paid to employees covered under the Collective Bargaining Agreement.

Effective July 1, 2012 the Employer shall contribute to the Laborers' International Union of North America National (Industrial) Pension Fund the sum of fifty-four (.54) cents per hour for each hour paid to employees covered under the Collective Bargaining Agreement.

Section 2. The payment to the Pension Fund required above shall be made to the "Laborers' International Union of North American National

(Industrial) Pension Fund” which was established under an Agreement and Declaration of Trust, a copy of which has been signed by the Employer in the place provided at the end of such Agreement.

Section 3. It is agreed that all contributions shall be made at such time and in such manner as the Trustees require; and the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Pension Fund.

Section 4. Effective October 7, 2011 participating Bargaining Unit employees shall be responsible to pay any “Contribution Surcharge” (presently ten (10%) percent of the regular monthly contribution) through payroll deduction. Further, the payroll deduction contained in Article V relating to the laborers’ National (Industrial) Pension Fund shall be adjusted going forward in accordance with Exhibit D attached hereto and made a part hereof. The Cranston Public Schools will submit the participating Bargaining Unit members’ contribution to the Fund.

Article XXII

Successor and Assigns

This agreement shall be binding upon the City of Cranston School Committee and the Union and its successor and assigns. No provision herein contained shall be nullified or effected in any manner as a result of any change in the administration of the Cranston School Committee.

Should any article, section or clause of this agreement be declared illegal by a Court of competent jurisdiction, Rhode Island General Law(s) and or Federal Law(s) then that article, section or clause shall be deleted from this agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.

ARTICLE XXIII

DURATION OF AGREEMENT

Section 1. The provisions of this Agreement will be effective July 1, 2011, unless otherwise stated herein, and will continue in full force and effect until June 30, 2013. This agreement shall be effective as of the first date stated in this Agreement, and shall remain in effect until midnight of June 30, 2013, and shall be automatically renewed thereafter from year to year unless notice of termination or a desire to modify or change this agreement is given in writing by either party at least ninety (90) days before the expiration date.

Section 2. Any changes or modifications to this agreement may be made by either party and must be submitted in writing.

IN WITNESS WHEREOF, the parties hereby have caused their presents to be signed by their duly authorized representatives on the day of December , 2011

Frank S. Lombardi
CRANSTON SCHOOL COMMITTEE

RONALD R. COIA
RHODE ISLAND LABORERS'

**DISTRICT COUNCIL on behalf of
LOCAL UNION 1322**

**Peter L. Nero
SUPERINTENDENT OF SCHOOLS**

**ARTHUR J. JORDAN
BUSINESS MANAGER
LOCAL UNION 1322**

Exhibit A (a) (b)

Bus Drivers

	<u>11-12</u>	<u>12-13</u>
Step 1	\$14.31	\$14.31
Step 2	\$14.59	\$14.59
Step 3	\$14.89	\$14.89
Step 4	\$15.18	\$15.18
Step 5	\$15.48	\$15.48
Step 6	\$15.80	\$15.80
Step 7	\$16.00	\$16.00
Step 8	\$16.32	\$16.32
Step 9	\$16.65	\$16.65
Step 10	\$16.98	\$16.98

Mechanics

Step 1	\$17.79	\$17.79
Step 2	\$18.29	\$18.29
Step 3	\$18.73	\$18.73
Step 4	\$19.20	\$19.20
Step 5	\$19.64	\$19.64
Step 6	\$20.14	\$20.14

Step 7	\$20.38	\$20.38
Step 8	\$20.78	\$20.78
Step 9	\$21.20	\$21.20
Step 10	\$21.62	\$21.62

Electrician/HVAC/Plumber

Step1	\$19.63	\$19.63
Step 2	\$20.68	\$20.68
Step 3	\$21.75	\$21.75
Step 4	\$22.80	\$22.80
Step 5	\$23.86	\$23.86
Step 6	\$24.92	\$24.92
Step 7	\$25.98	\$25.98
Step 8	\$26.51	\$26.51
Step 9	\$27.02	\$27.02
Step 10	\$27.56	\$27.56

Carpenter\Mason

Step 1	\$18.51	\$18.51
Step 2	\$19.46	\$19.46
Step 3	\$20.45	\$20.45
Step 4	\$21.85	\$21.85

Step 5	\$22.41	\$22.41
Step 6	\$23.41	\$23.41
Step 7	\$24.39	\$24.39
Step 8	\$24.87	\$24.87
Step 9	\$25.35	\$25.35
Step 10	\$25.87	\$25.87

(a) Salary schedule is effective October 7, 2011

(b) There will be no step increases and the steps will be frozen for the duration of this Agreement.