

AGREEMENT

BY AND BETWEEN

WESTERLY SCHOOL COMMITTEE

AND

RHODE ISLAND LABORERS' DISTRICT COUNCIL

ON BEHALF OF

LOCAL UNION 808

OF THE

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA,

AFL-CIO

EFFECTIVE: JULY 1, 2024 to JUNE 30, 2027

BUS DRIVERS,

BUS AIDES, AND BUS MONITORS

TABLE OF CONTENTS

ARTICLE		PAGE
ONE	PREAMBLE	3
TWO	NONDISCRIMINATION	3
THREE	UNION RECOGNITION	4
FOUR	UNION SECURITY	5
FIVE	MANAGEMENT RIGHTS	5
SIX	UNION DUES & NONMEMBERS FEE DEDUCTIONS	6
SEVEN	STABILITY OF AGREEMENT	7
EIGHT	WAGES	8
NINE	TRIP PROCEDURE/MID-DAY POSTINGS	9
TEN	SUMMER WORK PROCEDURES	11
ELEVEN	LIGHT DUTY PROCEDURE	11
TWELVE	HOLIDAYS	13
THIRTEEN	PAID TIME OFF	14
FOURTEEN	CERTIFICATE RENEWAL	15
FIFTEEN	JURY DUTY	15
SIXTEEN	HEALTH INSURANCE	15
SEVENTEEN	LIFE INSURANCE	17
EIGHTEEN	TEMPORARY EMPLOYMENT	17
NINETEEN	SENIORITY AND LAYOFFS	18
TWENTY	BEREAVEMENT	21
TWENTY-ONE	BULLETIN BOARDS	21
TWENTY-TWO	IN-SERVICE TRAINING	21
TWENTY-THREE	EVALUATIONS	22
TWENTY-FOUR	PROGRESSIVE DISCIPLINE	23
TWENTY-FIVE	GRIEVANCE PROCEDURE	24
TWENTY-SIX	SEVERABILITY	26
TWENTY-SEVEN	NO STRIKE NO LOCKOUT	27
TWENTY-EIGHT	SUCCESSORS AND ASSIGNS	27
TWENTY-NINE	DURATION OF AGREEMENT	28
THIRTY	LIUNA NATIONAL (INDUSTRIAL) PENSION FUND	28
THIRTY-ONE	RI LABORERS' ANNUITY FUND	29

AGREEMENT

THIS AGREEMENT, made effective July 1, 2024, by and between the WESTERLY SCHOOL COMMITTEE of Westerly, Rhode Island, hereinafter referred to as the "EMPLOYER" and the RHODE ISLAND LABORERS' DISTRICT COUNCIL on behalf of LOCAL UNION 808 of the Laborers' International Union of North America AFL-CIO, hereinafter referred to as the "UNION" and succeeds the parties' July 1, 2021 Agreement.

ARTICLE ONE **PREAMBLE**

This Agreement is entered into to maintain a school program and facilities that will, in every way, adhere to state and federal legal requirements including the Rhode Island Department of Education (RIDE) Basic Education Plan (BEP) as it pertains to support staff working with our students as they become educated, contributing members of society. This Agreement is to provide, insofar as possible for the continuous employment of labor and to maintain harmonious relationships; to support, foster, organize, develop and establish the necessary procedures for the amicable adjustment of all disputes and grievances which may arise between the Employer and the employees.

ARTICLE TWO **NONDISCRIMINATION**

- a. The Employer and the Union agree not to discriminate against any member of the bargaining unit covered by this Agreement because of race, religion, creed, color, sex or sexual preference, age, physical handicap, gender identity or expression, marital status, country of ancestral origin, political beliefs, or affiliations and/or membership in any lawful organizations.
- b. All references to employees in this Agreement designate both sexes and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE THREE

UNION RECOGNITION

Section 1. The Employer recognizes that the Rhode Island Laborers' District Council on behalf of Local Union 808 of the Laborers' International Union of North America, AFL-CIO, is the exclusive representative for all persons employed, in the classifications of Bus Driver, Bus Aide, and Bus Monitor by the Employer as certified by the Rhode Island State Labor Relations Board in Case Number 3196. The bargaining unit shall exclude probationary and temporary employees as defined herein below and shall include all part-time Bus Drivers.

Section 2. All Bus Drivers hired after the effective date of this Agreement shall work a probationary period of not more than thirty (30) working days after changing status from "Driver in Training" to "Bus Driver" and all Bus Aides and Bus Monitors shall work a probationary period of not more than forty-five (45) working days. During this period, they may be discharged at the discretion of the Superintendent or his/her designee without recourse under this Agreement.

Upon satisfactory completion of the probationary period, an Employee shall become subject to all provisions of this Collective Bargaining Agreement (CBA) and his or her seniority shall be retroactive to the effective date that said employee was hired by the Employer.

Section 3. A temporary employee shall mean any employee working in a non-managerial position as defined in Section 1 above who is hired for a period of up to ninety-one (91) consecutive days or for the duration of a special project or to replace an employee on leave or vacation, whichever is longer, and is so informed at the time of hire. The temporary employee shall become a member of the Union upon the completion of ninety (90) consecutive work days or for the duration of a special project or to replace an employee on leave or vacation, whichever is longer. Temporary employees, as defined above, shall have no seniority during their status as temporary employees, but should any temporary employee become a permanent employee, then their seniority and probationary period shall be retroactive to the original date

of temporary employment in the specific position, providing that said employee's personnel file is free of complaints, and further provided that said employee shall not be entitled to permanent employee compensation prior to being hired as a permanent employee. Temporary employees, while they occupy that status, may be terminated for any reason without recourse under this Agreement during any period of temporary employment. A temporary employee will be entitled to an interview if this job is posted, and if they meet the qualifications.

ARTICLE FOUR **UNION SECURITY**

Section 1. All present Employees who are members of the Union on the effective date of this Agreement shall, as a condition of employment, maintain their membership in the Union.

Section 2. All persons who are hired as Employees, except those referred to herein as "Temporary Employees", of the Employer, for which the Union has been certified, shall, as a condition of continued employment, join and maintain membership in the Union, at the completion of his/her probationary period. For Bus Drivers, that probationary period shall be thirty (30) work days after completion of training and attainment of a Commercial Driver License (CDL) and School Bus Certificate also known as a "white card". For Bus Aides and Bus Monitors, that probationary period shall be forty-five (45) work days.

ARTICLE FIVE **MANAGEMENT RIGHTS**

Except as limited by the provisions of this Agreement, the Employer, Superintendent or his/her designee shall have sole jurisdiction over the management of the operations of the public school system as provided by law including, but not limited to, the work to be performed, the scheduling of work, the establishment of hours of work, the promotion of employees, fixing and maintaining standards of quality of work, methods of operations, the right to hire, transfer, discipline or discharge employees for just cause.

ARTICLE SIX
UNION DUES & NON MEMBER FEE DEDUCTIONS

- a. Upon written authorization of any Employee who is a member of the Union the Employer shall deduct such initiation fees and his or her Union dues on a bi-weekly basis and shall remit to the secretary/treasurer of the Union the amount deducted, together with a list by department of the members who have had payments deducted. The Employer shall make dues deductions, on an on-going basis, from each such employee.
- b. In those bargaining units in which the Union has been recognized or certified as the exclusive bargaining agent, only the dues for that sole and exclusive bargaining agent shall be deducted. Membership dues for a bargaining unit shall be established in an amount determined by the Union.
- c. Any non-member employee who is in a position within the bargaining unit may choose to voluntarily pay fees to the Union. The fee for voluntary non-members within a bargaining unit shall be established in an amount determined by the Union. The Payroll Coordinator shall deduct from the voluntary non-member employee's salary such fees on a biweekly basis and shall remit to the treasurer of the Union the amount deducted, together with a list by department of the non-members who have had payments deducted.
- d. In the event that the dues and/or fee collection as outlined in this Agreement is invalidated by a Legislative Act or a decision by a court of competent jurisdiction, the parties agree to discuss and bargain on a new system of dues and/or fee collection within thirty (30) days of such act/decision.
- e. The Payroll Coordinator shall deduct back dues and/or fees arising from any arbitration award in the case of a suspension or discharge which has been overturned by an arbitrator and shall remit the amount to the Union.
- f. Westerly Public Schools recognizes that it is a matter within the discretion of the Union to increase dues and/or non-member fees lawfully and in accordance with its constitution and by-laws, and upon written representation by the Union that dues and/or fees for a bargaining unit

have been lawfully increased and in accordance with its constitution and bylaws, the Westerly Public Schools agrees to adjust the amount of dues or fees deduction for a bargaining unit accordingly, provided that such an adjustment is consistent with the authorization of the employee as required by law.

- g. Westerly Public Schools shall give written notice to the designated representative of the Union of all new employees within the respective bargaining units who become eligible for membership in the Union. Said notice shall be given promptly after the hiring decision is made but in no event later than the fifth business day following the employee's start date. Local 808 Business Manager or their designee shall be afforded the right to meet with all new members.
- h. Effective upon ratification of this Agreement, the Westerly Public Schools shall provide the Union designated representative, on a quarterly basis, the following information on every employee within the respective bargaining units: name, employee I.D. number, date of hire, classification and department.
- i. Any member or voluntary fee-paying non-member of the Union who wishes to change his or her membership status shall contact the designated representative of the Union. If a member or voluntary non-member contacts the Westerly Public Schools to end his or her membership or non-member fee paying agreement, the Westerly Public Schools shall inform the employee to contact the Business Manager of Local Union 808. The Westerly Public Schools shall also promptly notify the Union of the employee's request and the Union shall also promptly notify the Westerly Public Schools of any change in the employee's status.
- j. The Union shall indemnify and hold harmless the Westerly School Committee and its members and all employees of the district against any and all claims, costs or other forms of liability and all court costs and attorney's fees arising out of application of the provisions in the Agreement between the parties for dues collection.

ARTICLE SEVEN

STABILITY OF AGREEMENT

No agreement, understanding, alteration or variation of the terms and provisions of this Agreement herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto. Failure

of the Employer or the Union to assist in any one (1) or more incidents upon performance of the terms and conditions of this Agreement shall not be considered as a waiver or relinquishment of rights of the Employer or the Union to future performance of any such terms or conditions, and the obligations of the Union and the Employer to such future performance shall continue in full force and effect.

ARTICLE EIGHT

WAGES

Section 1. Wage rates in effect during the term of this Agreement are as follows:

	Effective 7/1/24-6/30/25	Effective 7/1/25-6/30/26	Effective 7/1/26-7/1/27
Bus Drivers	\$27.45	\$28.34	\$29.33
Van Drivers	\$19.70	\$20.34	\$21.05
Bus Aides*	\$20.02	\$20.67	\$21.39
Bus Monitors*	\$16.00	\$16.52	\$17.10

*Bus Aides and Bus Monitors that receive the Para-Pro certification will receive an additional \$1.00/hour

- a. Assignments occurring within a forty (40) hour work week shall be compensated at straight time wages when working Monday through Friday.
- b. Employees will receive time and a half for all hours worked on weekends.
- c. Any Bus Monitor performing School Bus Aide work as defined by the Superintendent or his/her designee will be paid for the time worked in that role at the rate of a Bus Aide.
- d. The Union Steward shall meet to confer and discuss any assignment issues raised by the Employer.

Section 2. Employees covered by this Agreement shall receive a Retention Incentive in the last paycheck of September as follows:

After 10 years of service: \$750

After 20 years of service: \$1,500

ARTICLE NINE
TRIP PROCEDURE/MID-DAY POSTINGS

Section 1: Extra work/trips will be given out as follows:

- a. By seniority on a rotating basis, regardless of assigned runs. When a Bus Driver signs up for a trip they must report overtime.
- b. Will be assigned one (1) day before actual work, with the exception of weekends and vacations, except when waiting on overtime decision.
- c. Bus Drivers will be responsible to give the dispatcher the amount of extra hours they work on any given day.
- d. Only people who have signed up for a trip will be considered for said trip, regardless if it is overtime or not.
- e. If trip is cancelled after arriving at the school, the Bus Driver will be paid a four (4) hour minimum after hours (actual time during day).
- f. If a weekend/vacation trip is cancelled after the Bus Driver has arrived at the bus garage to do the trip, the Bus Driver will be paid a four (4) hour minimum with no make-up offered.
- g. If an extra-curricular trip is cancelled, a make-up trip will be offered as the next available non-awarded trip.
- h. If a mid-day run is cancelled, the Bus Driver will be compensated for one (1) hour.
- i. If a Bus Driver refuses a make-up trip they will lose it.
- j. If a Bus Driver is out sick and has a scheduled trip they will lose their turn.
- k. Bus Drivers may be given a drop off of a trip during regular business hours; this will be done at management's discretion, and does not mean the same Bus Driver will return the trip after regular business hours.

Section 2: Overtime Extra Work/Trips will be given out as follows:

- a. By seniority on a rotating basis. When possible, one (1) hour will be allowed between calls to give employees time to respond. This determination will be made based on the emergency status of the district's need.
- b. An employee who goes over forty (40) hours due to work assigned (examples: doubling up; covering a different run, emergencies, etc.) by the Director of Transportation or Transportation Dispatcher does not lose their turn for OT extra work/trips.
- c. Bus Drivers will be notified by an all call and/or over the radio if an emergency work/trip becomes available. Emergency work/trips will not be considered in regular rotation and will be given out at management's discretion.
- d. In-town trips will be paid as drop-offs & pick-ups for actual time worked unless specified by management.
- e. Bus Drivers taking trips out of town are expected to stay with the group taken for the entirety of the trip, unless specified by management.
- f. Only individuals interested in work are allowed to place names on trips/extra work.
- g. If at any time an employee feels that a trip was given out improperly, they should discuss the situation immediately with the Transportation Dispatcher and/or the Director of Transportation so that the situation can be investigated fully.

Any Bus Driver canceling an assigned trip within twenty-four (24) hours or less of departure forfeits his/her eligibility for trips for five (5) days.

Section 3: Daily Mid-Day Postings Procedure: Mid-day runs that become available on a daily basis will be posted daily upon notification of availability. These runs will be distributed first within the respective classification then by overall seniority on a rotating basis.

ARTICLE TEN

SUMMER WORK PROCEDURES

This procedure is to outline how summer work assignments will be awarded to all transportation staff. The Employer recognizes the continued need for extended school year for students with Individual Learning Plans (IEP) as well as the summer school programs in the primary and secondary grade levels. In recognition to this student need, the following protocol will be adhered to:

- a. All employees awarded runs, as specified in Article Eleven, Section 1.B. will be allowed to remain on their assigned bus run throughout the summer program regardless of seniority.
- b. The postings for the summer work schedules will be available generally, by the last day of school. All twelve (12) month employees will have first choice for the summer runs which will be awarded by seniority.
- c. On June 1 of each year, a volunteer list will be posted for each job category on the bus garage bulletin board. Any Bus Driver or Bus Aide who was unsuccessful in bidding, or chose not to bid, on a twelve (12) month position may sign up for any remaining summer runs, or as a Spare Bus Driver or Spare Bus Aide for the summer.
- d. Employees may sign up on any list for which they meet the classifications qualifications. All runs will be assigned by seniority and job classification first. Secondary job classification will only be considered if all volunteers of a certain classification have been exhausted.

ARTICLE ELEVEN

LIGHT DUTY PROCEDURE

The parties recognize the desirability of light duty assignments as a means of returning injured bargaining unit employees to productive employment. The Superintendent or his/her designee, with the notification to the Union, shall define and assign transitional employment for bargaining unit employees who have job related injuries which prevent or limit performance of full job duties and responsibilities within the

following parameters:

- a. Based upon receipt of clearly defined medical verification and subject to the terms herein, the parties hereto shall agree to modify the tasks of the injured employee including job tasks, hours, shift and/or work location, to provide transitional employment in order to accommodate the employee's injury, and consistent with the needs of the Employer.
- b. If no transitional employment is available in the employee's classification, the employee may be offered work outside his/her classification on a limited basis with notification to the Union prior to commencement of light duty assignment.
- c. The transitional employment for such employees shall be reviewed on a regular basis. The review interval shall be agreed upon by the Union, the Superintendent or his/her designees and the employee. The transitional employment period shall not exceed three (3) months.
- d. In addition, the employee shall submit medical documentation on a monthly basis to the Superintendent or his/her designee.
- e. If the injury is not job-related and the employee requests to return to work, the Superintendent or his/her designee upon receipt of medical verification that the injured employee can perform limited tasks in his/her classification, subject to the needs of the department, and with notification to the Union, the Employer may modify the tasks of the employee's normal assignment to enable the employee to return to work after utilization of the employee's sick leave.
- f. Any such transitional employee will not displace or otherwise adversely affect any bargaining unit member while participating in the program. Nothing within this provision shall abrogate any existing statutory rights or responsibilities, including those contained in Title 28 or § 42-87 of the R.I.G.L. or in the "Americans with Disabilities Act of 1990".

ARTICLE TWELVE

HOLIDAYS

Section 1. In accordance with RIGL § 25-1-1 with the exception of May 4, and Election Day if school is in session Employees shall be paid time and one-half (1/2) for all hours worked on holidays listed below:

New Year's Day	Thanksgiving Day
Martin Luther King, Jr. Day	Washington's Birthday
Memorial Day	Christmas Day
Labor Day	Election Day
Columbus Day	Victory Day*
Veteran's Day	Juneteenth*+
Independence Day*	

*For twelve (12) month employees

+When the school year goes beyond this date.

Note: Substitutes working the day before and the day after a holiday will be paid.

- a. The above paid holidays will be paid based on his/her regularly scheduled workday.
- b. As set forth herein employees shall receive pay for the above holidays provided that they shall have worked their last scheduled working day preceding such holiday and their first scheduled working day following such holiday unless their absence on either of such days was a result of the discharge of paid time off (PTO).
- c. If the Governor or the General Assembly or the President or Congress of the United States adds any other days of thanksgiving or days of solemn fast that shall be holidays, said days shall be included into this Agreement.

ARTICLE THIRTEEN

PAID TIME OFF

Employees eligible for PTO shall accrue the equivalent, in hours, to one half (1/2) day each pay period beginning with the third pay period of the school year for 10 month employees. 12 month employees will also accrue PTO over the summer.

- a. At the annual job assignment, the estimated daily time for each run will be posted on the cover sheet. These hours will be the hours of pay for Labor Day. Once all mid-day runs have been awarded, the PTO hours shall be adjusted accordingly, and that will be the employee's PTO for the remainder of the school year. If an employee changes runs, has an increase or reduction of hours, PTO shall be adjusted accordingly.
- b. All adjustments will be made monthly and take effect on the first of the following month. Hours credited are based upon the employees average hours worked within the respective month. Hours discharged are based upon the employees average hours worked within the respective month in quarter, half, or full day increments.
- c. Employees must use PTO hours for medical leave, vacation leave, or in cases of emergency time off.
- d. Because of scheduling and other needs of the Employer, requests for leave greater than three (3) days shall require prior approval of the Superintendent or his/her designee.
- e. Employees may be paid for all unused PTO. The payment shall be in the month of June annually. Employees may elect to carry forward up to two (2) PTO days, provided they may not be used during the month of September.
- f. One (1) additional PTO day will accrue in the months of October, January, and April.
- g. When school is closed for the day due to inclement weather and when school days will not be made up, drivers and aides covered under this agreement will receive pay equivalent to one day based on their daily schedule.

ARTICLE FOURTEEN

CERTIFICATE RENEWAL

Annual Renewal of School Bus Certification Procedure: All physicals and paperwork for annual renewal of School Bus Certification (white card) must be completed and submitted to the Director of Transportation or designee by each Bus Driver on or before May 15 annually.

ARTICLE FIFTEEN

JURY DUTY

- a. The Employer agrees that any Employee who is summoned to perform Jury Duty shall be paid the Employee's regular salary for the actual period of service. The Employee shall have deducted the difference of the daily Jury Duty fee paid by the Court. Such deduction shall not include any traveling allowances or reimbursing of expenses that may be paid by the Court.
- b. Every employee covered by the Agreement who is subpoenaed to appear in court on Employer related business as authorized by the Superintendent or his/her designee on a day off or during vacation, shall not be charged for time expended. A minimum of four (4) hours shall be paid to each employee, regardless of the time expended less than four (4) hours.

ARTICLE SIXTEEN

(APPLICABLE TO DRIVERS AND AIDES ONLY)

HEALTH INSURANCE

Section 1.

- a. Health Insurance (Medical, Prescriptions and Dental): All Employees who are covered by this Agreement, shall contribute annually, to the Employer twenty percent (20%) of the working rate of his/her health insurance coverage, individual, two-person or family, as applicable. Said contribution shall be by payroll deduction.

- b. Vision coverage will be offered and paid for by the employee at 100% of the working rate.
- c. Effective July 1, 2024 the district will make an annual contribution of \$1,000 for an individual plan, and \$2,000 for a 2-person or family plan. The district and the member will split any increase in the deductible up to \$2,000/\$4,000. Any increase beyond that will be negotiated (along with wages). For those employees who are not eligible for a HSA, the Employer will make that annual contribution into each covered member's Health Reimbursement Account (HRA) instead. Per IRS regulations, any funds contributed to an employee's HRA account will be forfeited if not used upon termination from employment.
- d. Employees will also be eligible to receive a match of one hundred fifty dollars (\$150.00) if enrolled in the Employer sponsored Flexible Spending Account (FSA) and the employee has contributed an amount that is equal to or greater than one hundred fifty dollars (\$150.00) per year.
 - i. Any employee who has either an employer sponsored HSA or HRA, the employee's FSA will be considered a limited purpose FSA as defined by the IRS.
- e. Employees will have the option of electing a dental plan with better coverage and will be responsible for paying one hundred (100%) percent of the difference of the working rate. Said contribution shall be by payroll deduction.
- f. The following health coverage will be offered during the duration of the contract as follows:

Plan Benefit	BlueSolutions for HSA
HSA Qualified	Yes
Deductible Year Type	Calendar
Pharmacy Copays	\$10/\$35/\$60/\$100
Pharmacy Deductible	\$0
Major Medical w/ Rx	None
Major Medical w/o Rx	None
Office Visit Copay	\$0 post deductible
Office Visit Specialist Copay	\$0 post deductible
Office Visit Allergy/Derm Copay	\$0 post deductible
Office Visit Vision Copay	\$0 post deductible

	Office Visit Chiro Copay	\$0 post deductible
	Urgent Care Center Copay	\$0 post deductible
	Emergency Room Copay	\$0 post deductible
	Accupuncture	None
	Hearing Aid	None
In Network	In Network Coinsurance	0%
	Medical Individual Deductible	\$1,750
	Medical Family Deductible	\$3,250
	Medical Individual OOP Maximum	\$3,250
	Medical Family OOP Maximum	\$6,500
Out of Network	Out of Network Coinsurance	40%
	Medical Individual Deductible	\$3,250
	Medical Family Deductible	\$6,500
	Medical Individual OOP Maximum	\$6,000
	Medical Family OOP Maximum	\$12,000

Section 2. The health insurance cost for employees scheduled to work fewer than twenty (20) hours per week, or eighty (80) hours per month will be prorated based on their FTE status.

Section 3. All terms and conditions of insurance coverage provided including eligibility for coverage, coverage period, and dates of premium payments necessary for such coverage shall be determined by the insurance carrier according to their established rules and regulations.

ARTICLE SEVENTEEN

LIFE INSURANCE

The Employer shall pay the full cost of group term life insurance coverage in the amount of fifty thousand dollars (\$50,000) for all employees covered by this Agreement.

ARTICLE EIGHTEEN

TEMPORARY EMPLOYMENT

It is agreed that the Employer and the Superintendent may initiate or make available temporary employment within classifications for persons covered by this Agreement during the school year, from

the start of school in September through the close of school in June for the term of this Agreement. This provision will accommodate special transportation projects and/or services that develop during scheduled school year vacations.

ARTICLE NINETEEN

SENIORITY AND LAYOFFS

Section 1.

- a. Seniority shall be defined as follows: Primary Seniority is the length of service, with the Employer, within a class of position. Secondary Seniority is the length of service in which an employee has been certified in an eligible position. Seniority shall only be broken when an Employee terminates voluntarily or is discharged for just cause. The date that the Driver in Training receives his/her DMV School Bus Certificate signifying "S" endorsement is the date that will be used to define his/her placement on the seniority list.
- b. The Employer shall make assignments by seniority only as the bus run becomes vacant and is posted during the job assignment process in August, and when a run becomes available due to attrition.
 - i. At the annual Job Assignment meeting in August, all qualified Bus Drivers and Bus Aides shall bid on all posted runs which shall be defined by route number and approximate number of hours. There shall be a minimum of eight (8) Bus Driver and six (6) Bus Aide positions posted as twelve (12) month positions. Bus Drivers and Bus Aides bidding on a twelve (12) month position shall bid on school year runs by seniority during the Job Assignment meeting. (See Appendix C.)
 - ii. Once all runs are filled by qualified Bus Drivers and Bus Aides, all vacant runs shall be assigned to Spare Bus Drivers and Spare Bus Aides respectfully by seniority without right of refusal.

- iii. In the event that there are insufficient runs for all Bus Drivers and Bus Aides, then the Bus Drivers and Bus Aides that cannot exercise their right to bid shall become Spare Bus Drivers. They shall then be utilized based upon their seniority on a rotating basis.
- iv. In the event that a run becomes available during the school year, all Bus Drivers and Bus Aides are afforded the right to bid based on seniority.
- v. Available run(s) will be posted on the bus garage bulletin board for a period of three (3) days, after which time the most senior employee(s) who bid on the run will be notified of the award. At that time, the next available run(s) will be posted. This process will continue until all openings are exhausted.
- vi. All bids for an available run must be made in writing. No verbal requests shall be honored.
- vii. Any run not covered by this procedure shall then be assigned to a Spare Bus Driver for the remainder of the school year.
- viii. This procedure will be covered "in house" to facilitate the changes.
- c. All equipment shall be assigned based on need as determined by the Superintendent or his/her designee. The decision of the Superintendent or his/her designee shall be final and binding, and not subject to the grievance arbitration provision of this Collective Bargaining Agreement, unless the decision by the Superintendent is arbitrary and capricious.

Section 2. Layoffs: The Employer shall fully consult with the Union respecting any layoffs. The most junior employees in the classification shall be subject to layoff first. The most junior employee in the classification affected by layoff may exercise his/her seniority in any equal or lower rated classification provided he has the ability to perform the duties of the classification.

Section 3.

- a. The Employer shall make assignments for extracurricular school activities based on seniority and

classification for employees who work less than a forty (40) hour work week and are covered by this Agreement. Once all available employees are assigned or scheduled to work forty (40) hours in a work week, then the Employer shall assign all future assignments occurring during that work week on a rotating basis by seniority and classification.

- b. Insofar as practical, Bus Drivers will be assigned by seniority and classification. If no Bus Driver becomes available by seniority, the Director of Transportation will assign the least senior Bus Driver in the reverse order of seniority and there shall be no options for refusal. Employees shall be compensated with overtime wages at the rate of one hundred fifty percent (150%) of their regular rate of wages for all hours or portions thereof worked or credited in excess of forty (40) hours per week. Only paid holidays and actual hours worked shall be used for the purpose of computing overtime.

Section 4. A seniority list of all employees covered by this Agreement, showing name, position, date of classification, and date of hire will be posted in January on appropriate bulletin boards accessible to all employees and will be open to protest and correction for a period of thirty (30) days. Upon proof of error presented by an employee or his/her representative, such error will be corrected. After thirty (30) days such list shall become final except for the unresolved errors, if any.

Section 5. Notwithstanding the above Sections, for the purpose of layoff and recall only, Union Stewards shall be deemed to have greater seniority than all other employees in the bargaining unit for their term of office. The purpose of this Section is to ensure proper representation of Union employees at all times.

Section 6. Bus Monitors shall have first preference in applying for Bus Driver or Bus Aide positions made available in this Local unit provided that they meet the qualifications for the position.

ARTICLE TWENTY **BEREAVEMENT LEAVE**

In case of the death of the following relatives in the employee's immediate family, father, mother, brother, sister, son, daughter, husband, wife, domestic partner, employee's grandparent, stepchild, grandchild, or relative residing in the household of the employee covered by this Agreement, will be granted five (5) consecutive workdays of bereavement leave including the day of the funeral, with full pay. The day of the funeral shall count as one (1) of the five (5) days. For the following relatives: father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, the employee shall be allowed three (3) days, including the day of the funeral, with full pay. For aunts, uncles, nieces or nephews, the employee shall be allowed the day of the funeral with full pay. Any requests for exceptions shall require approval by the Superintendent.

ARTICLE TWENTY-ONE **BULLETIN BOARDS**

The Employer shall make available to the Union, bulletin boards in appropriate locations in each school and the bus garage for the posting of official union information and notice of promotional vacancies.

ARTICLE TWENTY-TWO **IN-SERVICE TRAINING**

Section 1. All Bus Drivers and Bus Aides shall be paid their regular hourly rate of pay for all hours spent at meetings and in-service training as required by the Employer and/or State of Rhode Island to maintain driver's certification.

Section 2. All Bus Drivers shall have a Department of Transportation (DOT) physical as mandated in RI State Law and shall be reimbursed with receipt for up to a maximum of one hundred fifty dollars (\$150.00), provided that the physical is not covered by Employer or other healthcare insurance. Bus Drivers age of sixty-five (65) and over who must obtain two (2) DOT physicals per year, shall be eligible for

reimbursement up to two hundred dollars (\$200.00) per year, provided that the physical is not covered by Employer or other healthcare insurance.

Section 3. The Employer shall provide annual recertification courses.

Section 4. Privacy of Employee Records: It is agreed that the contents of an employee's personnel file including but not limited to, employment applications, promotion documents and related forms, test results, documented disciplinary action and all grievance settlements, shall be considered private and made available only to that employee, the Union, the Employer, the Superintendent, and or his/her designee. All employee medical documents shall be kept in a separate sealed folder. Human Resources staff shall utilize sign out cards when pulling an employee's record for use by an authorized third party. The sign out card shall specify the date, time, employee's name that accessed the employee's record, and also show the return date and time. The contents of an employee's personnel file shall not be disclosed to others without the express written (letter or email from the employee) consent of the employee.

ARTICLE TWENTY-THREE **EVALUATIONS**

Evaluations of Educational Support Professionals are conducted for the purpose of assessing and improving job performance. The Employer the valuable and significant role played by educational support professionals in the delivery of high-quality educational services to our students. Evaluations will be conducted in accordance with the Evaluation instrument by the Superintendent's designee, and shall be based on Common Standards of Performance and shall apply to all positions identified as part of this Collective Bargaining unit. Common Standards of Performance will comply with the Rhode Island Department of Education's (RIDE) Basic Education Plan (BEP) and will include:

- Attendance
- Initiative and development
- Interpersonal relations and communications
- Confidentiality
- Commitment and quality of work
- Specific requirements of the position

Further, evaluations for employees in each department within the collective bargaining unit will be provided with additional Standards of Performance based on the specific job title. The purpose of the evaluation is to provide employees with a review of their performance from one (1) period to the next.

ARTICLE TWENTY-FOUR

PROGRESSIVE DISCIPLINE

Section 1. Discipline shall only be imposed for just cause. Four Years maximum for all disciplinary matters shall be removed from one's personnel file, and lesser timelines are at the discretion of the Superintendent or designee. Disciplinary action shall consist of the following and may be imposed under appropriate circumstances as determined by the Superintendent or designee:

Oral reprimand.

Written reprimand.

Suspension.

Discharge.

Section 2. When disciplinary action is to be taken against an employee, the Superintendent or designee shall provide written notification to the employee and the Union Business Manager. Such written notification shall include the specific grounds for the proposed disciplinary action.

Section 3. Prior to imposing a suspension or discharge on an employee, the Superintendent shall provide the employee and the Union with the opportunity to meet with the Superintendent or designee for the purpose of providing the Superintendent or designee with a statement for the employee in defense,

mitigation, explanation, or any other reason why such disciplinary action should not be imposed.

Section 4. When disciplinary action is to be imposed on an employee and the disciplinary action is either an oral reprimand or a written reprimand, the Department Head shall meet with the employee and shall inform him/her of the specific reason for the proposed disciplinary action. The Employee shall have the right to have his/her Union representative present during such a meeting. When such disciplinary action is to be imposed it shall be done privately.

ARTICLE TWENTY-FIVE **GRIEVANCE PROCEDURE**

Section 1. Definition: A "Grievance" is defined as a written complaint by an employee and/or the Union alleging a violation of this Agreement. It must be specific, and it must identify the Article and Section of this Agreement allegedly violated by the Employer. The term grievance shall not include any complaint with respect to any matter that falls outside the Employer's and or the Union's authority or jurisdiction.

Section 2. Union Grievance: The Grievance procedure may be utilized by the Union in processing grievances, which allege a violation of the obligation of the Employer to the Union as such. In the event that an Employee dies, the Union may process, on behalf of his/her legal heirs, any claims he could have had relating to any monies due under the provision of this Agreement.

Section 3. Grievance Procedure: Union Stewards and Officers shall be guaranteed sufficient time off during working hours in order to settle grievances without loss of pay.

Step 1. An employee who believes that he has a justifiable request or complaint may discuss the request or complaint with his/her immediate supervisor with the Union Steward present. However, any such employee may instead, if he so desires, report the matter directly to his/her Union Steward and if the Union Steward believes the request or complaint merits discussion shall take it up with

the employee's immediate supervisor in a sincere effort to resolve the problem. The employee involved may be present in such discussion if he so desires. If the Union Steward and immediate supervisor, after full discussion, feel the need for aid in arriving at a solution, they may, by agreement, invite such additional Employer or union representatives that may be necessary and available to participate in further discussion and solution of the problem. The foregoing procedure, if followed in good faith by both parties should lead to a fair and speedy resolution of most of the complaints arising out of the day-to-day operations of the Employer. However, if a complaint or request has not been settled or satisfactorily resolved in step number one (1), it can be presented in writing and processed in step number two (2).

Step 2. If no satisfactory resolution is reached, the grievance then shall be reduced to writing, within five (5) working days to the Employer or his/her designated representative (the Superintendent). A meeting for a discussion with the Superintendent shall be held no later than five (5) working days after the submission of the grievance to the Superintendent. The Employer shall then have five (5) days in which to give his/her answer in writing to the Union.

Step 3. If no satisfactory results follow from consideration of the grievance by the Union and the Superintendent, it may be referred to the Employer for action within fifteen (15) days.

Step 4. If no satisfactory results follow from consideration of the grievance by the Union and the Employer within fifteen (15) days of its initial submission to the Employer, it may be referred to arbitration as hereinafter provided.

Section 4. Arbitration Procedure

Step 1. The party desiring arbitration, the Employer or the Union, as the case may be, shall, within fifteen (15) days after the grievance has been reduced to writing, give to the other party written notice that the matter is to be submitted to arbitration and it shall specify the questions to be

arbitrated. The period within which notices of arbitration is required to be given hereunder, may however be extended by written stipulation of the parties.

Step 2. Both parties of this Agreement agree to settle all disputes except as otherwise provided herein to the arbitrator who shall be appointed by the American Arbitration Association or the Labor Relations Connection through their procedures.

Step 3. The decision of the arbitrator as to matters arising out of the contract shall be final and binding on both sides. The arbitrator shall have no power to alter, amend, add to or deduct from the arrangement of this Agreement; however, he shall consider past practice when applicable. The fees and expenses of the arbitrator shall be borne equally by the parties.

Step 4. It is understood that in case of wrongful discharge or disciplinary action, the arbitrator may order reinstatement of the Employee with back pay and without loss of any rights, provided that the Union shall have submitted the grievance in accordance with the Grievance and Arbitration procedures provided herein.

Section 5. Notwithstanding anything to the contrary contained herein, if an employee does not file a grievance in writing with the Employer, or his/her designated representative, which for the purposes of this procedure, shall be the Superintendent, within ten (10) calendar days after the employee knew or should have known of the act or condition upon which the grievance is based, then the grievance shall have been waived and the employee shall be barred from later filing such a grievance.

ARTICLE TWENTY-SIX **SEVERABILITY**

If any provisions of the Agreement, or application thereof to any person or circumstances is held unconstitutional or otherwise invalid, the remaining provisions of this Contract and the application of such provisions to other persons or circumstances other than those to which it is held invalid, shall not be

affected thereby. The parties agree that they will meet promptly following any such holding of invalidity in order to negotiate a lawful substitute provision.

ARTICLE TWENTY-SEVEN

NO STRIKE NO LOCKOUT

Section 1. Cognizant of the statutory strike prohibition, the Union additionally agrees that neither it, nor its members, will engage in any Strike, Slowdown or connected refusal to perform duties, nor will the Employer lockout its employees during the term of this Agreement.

Section 2. It is agreed that all provisions of this Agreement are binding on each of the individuals covered by this contract.

Section 3. It is hereby agreed that this Agreement contains the complete agreement between the parties and no additions, waivers, deletions, changes or amendments shall be made during the life of this Agreement, except by mutual consent, in writing, of the parties hereto.

ARTICLE TWENTY-EIGHT

SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the Employer and the Union and its successors and assigns. No provision herein contained shall be nullified or affected in any manner as a result of any change in the administration of the Employer. 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 TWENTY-NINE
DURATION OF AGREEMENT

Section 1. All Articles in this Agreement shall be effective as of July 1, 2024 unless otherwise stated and shall remain in full force and effect until June 30, 2027; and shall continue from year to year unless either party to the Agreement gives notice in writing one hundred twenty (120) days prior to the expiration date to the other party of his/her desire to terminate the Agreement, in which event this Agreement shall terminate at the end of the contract year in which the said notice is given.

Section 2. The terms and conditions of this Agreement supersede all prior contracted terms and all past practices accepted by both parties.

Section 3. The provisions of the preceding section shall not prevent the parties by written agreement to extend any portion of this Agreement for any agreed upon period beyond the expiration date.

ARTICLE THIRTY
LABORERS' INTERNATIONAL UNION of NORTH AMERICA NATIONAL (INDUSTRIAL)
PENSION FUND

- a. For the purpose of providing retirement benefits for all Employees covered by this Agreement, with the exception of Bus Monitors who shall continue to be excluded, the Employer agrees to contribute to the Laborers International Union of North America National (Industrial) Pension Fund.
- b. The Employer shall contribute the rate of two dollars and seventy-four cents (\$2.74) per hour for each hour worked. For the purposes of this Article, each day paid for, including days of paid vacations, paid holidays, and other days for which pay is received by the employee in accordance with this Collective Bargaining Agreement, shall be counted as days for which contributions are payable. All pension contributions shall be paid on all hours worked, including hours worked during the summer, provided the employee is performing duties during the summer which are

specified as being covered by this Collective Bargaining Agreement.

- c. Contributions shall be due and paid on a monthly basis. Contributions earned during a calendar month shall be due and paid by the twentieth (20th) day of the immediately following calendar month.
- d. Unless otherwise agreed by the Pension Fund, contributions shall be paid by check to the Laborers' National (Industrial) Pension Fund at 905 16th Street, N.W., Washington, D.C. 20006 by U.S. Mail or commercial carrier. Together with each contribution payment, the Employer shall deliver to the Pension Fund such written reports as the Pension Fund may require to verify and properly credit the contributions. If acceptable to the Pension Fund, the Employer may submit its contribution reports electronically.

The Employer shall retain the payroll records on which its contribution reports are based. The Pension Fund shall be entitled to have an independent certified public accountant audit the Employer's records from time-to-time to reasonably verify the accuracy and completeness of the Employer's contributions.

ARTICLE THIRTY-ONE

RI LABORERS' ANNUNITY FUND

Section 4. RI Laborers' Annuity Fund: The Employer agrees to contribute, beginning on July 1, 2024, through the term of this Agreement:

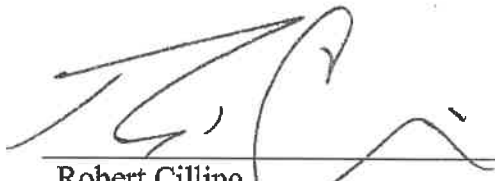
- a. Drivers and Aides: for those hours worked eleven cents (\$.11) per hour, up to a maximum of eight (8) hours per day per employee to the RI Laborers' Annuity Fund, not to exceed four thousand dollars (\$4,000.00) annually.
- b. Monitors: for those hours worked six cents (\$.06) per hour, up to a maximum of eight (8) hours per day per employee to the RI Laborers' Annuity Fund, not to exceed four thousand dollars (\$4,000) annually.

Said sum shall be paid into the RI Laborers' Annuity Fund not later than the twentieth (20th) day of each month and up to the last complete payroll work period for the preceding calendar month. The Union reserves the right to remove Employees whose wages, hours and working conditions are set forth in this Agreement, if the Employer has failed to remit to the aforementioned Pension Fund monies due to the Fund within the time for payment thereof.

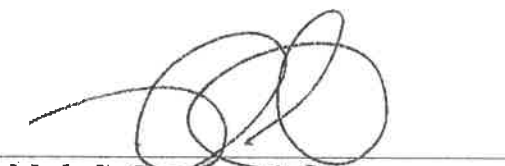
IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 2 day of October 2024.

WESTERLY SCHOOL COMMITTEE
On behalf of Westerly Public Schools

RI LABORERS' DISTRICT COUNCIL
On behalf of Local Union 808, of the Laborers'
International Union of North America, AFL-
CIO


Robert Cillino
Westerly School Committee Chair


Arthur J. Jordan, Business Manager
Rhode Island Laborers' District Council


Mark C. Garneau, Ph.D.
Superintendent of Schools


Karen Hazard, Business Manager
Local Union 808


Witness


Witness