

**FINAL TENTATIVE AGREEMENT
BETWEEN
CRANSTON SCHOOL COMMITTEE
AND
RHODE ISLAND LABORERS' DISTRICT COUNCIL
On Behalf of LOCAL UNION 1322
Bus Drivers Unit
of the
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA**

Dated: June xx, 2025

Pursuant to the provisions of the Municipal Arbitration act, R.I.G.L. §28-9.4-1 et seq., this Collective Bargaining Agreement ("Agreement") is made and entered into by and between the Cranston School Committee ("Committee") and the Rhode Island Laborers' District Council on behalf of Local Union 1322 Bus Drivers Unit of the Laborers' International Union of North America ("Union").

The parties agree to amend their current collective bargaining agreement as follows:

**ARTICLE III
Selection & 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. There will be a ninety (90) school day probationary period for all new bus drivers. ~~The school district will have the right to dismiss a probationary employee. Such dismissal will not be subject to grievance or arbitration procedures. The employee shall receive written notice as to the reason for the termination.~~

During the probationary period the employee may be disciplined or discharged at the school department's discretion and neither the employee nor the union shall have recourse to the grievance procedure.

During the probationary period, new drivers shall not accrue seniority nor be entitled to personal leave or sick leave.

Once a driver has completed the probationary period the driver shall be credited with length of service retroactive to the date of employment in the bargaining unit position.

I. A vacancy occurs when a driver remains out of work after the driver exhausts sick days and applicable FMLA time.

J. A driver who remains out of work after exhausting sick days and applicable FMLA time remains ineligible to bid on an open position until the driver is medically cleared to return to work and physically returns to the workplace.

K. Route Elimination - In the event a route is eliminated by the district during the school year, the displaced driver shall be assigned to the least senior position of the same size bus.

ARTICLE VII

~~E. When a vacancy and/or a new position becomes available, it shall be filled with rank by the employee with the most seniority. Bus Drivers shall be placed in separate classifications for the purpose of seniority and will enjoy bumping and bidding rights only within their own classification.~~

Prior to August 1st, all drivers must notify the Director of Transportation, in writing or via e-mail, of their desire to remain in their current position. Any driver that does not notify the Director of Transportation of their desire to remain in their current position must participate in the Bus Driver Assignment Process.

In August, a Bus Driver Assignment Process will be held for the purpose of job selection and transfer. All bus drivers who did not opt to remain in their current position or spare drivers, will be eligible to select a position in descending order of seniority.

One week in advance of the Bus Driver Assignment Process, the school year schedules, hours and routes will be made available. These routes shall be consistent with the needs of the district and the students they serve and are subject to change at the discretion of the Director of Transportation.

Separate classifications will remain in effect for the purpose of seniority on all Pre-K runs, special trips, extra programs. These runs shall be selected by seniority by classification.

The Garage Assistant positions shall be selected by seniority from the pool of applicants drawn exclusively from the large bus drivers. In the event no large bus driver bids on the position, the position will be reposted and offered to small bus drivers.

H. There will be a sign-up sheet for snow removal and flood evacuation for all union members. Should a union member refuse to respond without good cause, that union member will be removed from the list.

J. Special Rules For Filling Transportation Support Staff

Positions needed to support the operations of the transportation department shall be posted and will be filled based on seniority and an interview process, of which a

bargaining unit representative will be present. If two candidates possess equal qualifications, then seniority will be the determining factor. These positions will be developed based on need and written criteria established by the Director of Transportation:

Applications for such positions shall be submitted based on a written protocol established by the Director of Transportation.

ARTICLE VIII

A. 4. All holiday and Sunday trips shall be assigned on a rotating basis for those drivers who have signed up for such trips by seniority, regardless of classification.

6. If a driver is called by telephone for a special trip taking place the following day and there is no answer, the next senior driver will be called and so on.

A. If a driver is called for a trip to occur two or more days in advance and there is no answer, they will not receive another call. If the caller is able to leave a voicemail, a message will be left and the call must be returned prior to 4 PM. If not, the next senior driver will be called.

ARTICLE IX

Work Schedules

C. Bus Drivers shall be responsible for the inspection of the safety devices and cleanliness of buses. In fulfilling these responsibilities and duties; ~~Bus Drivers shall:~~

1. Sweep buses and clean windshields daily. Bus Drivers shall be responsible for keeping the interior of their vehicle clean and neat, including sweeping the floors, closing windows and checking the lights and brakes daily. Drivers are not responsible for cleaning bodily fluids from the vehicle except as necessary to contain the bodily fluids.

Upon request, cleaning materials will be provided by the School Department.

Bus Drivers shall move and park their vehicles as directed by their supervisor. Drivers shall remove the ignition key as directed. Failure to follow directions may result in discipline.

2. Bus Drivers shall perform daily pre-trip inspection as required by Rhode Island State law. The above responsibilities and duties shall be performed during regular hourly rate.

3. If, in the opinion of the Driver, the bus does not meet minimum safety standards,

the Transportation Director shall be 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. Pre-school runs will be considered part of a Driver's regular run and compensation will be assessed on a minimum of two (2) hours.

1. When a Driver of a bus with a Pre-school run expects to be out for more than two (2) consecutive days, the Director of Transportation shall assign another Driver for the period, from a list of Driver's who want Pre-school runs, based on seniority.
~~according to a seniority from a list of Drivers wanting Pre-school runs.~~

2. Every effort will be made to schedule more Drivers to Pre-school runs that are longer than two (2) hours.

3. If a Driver assigned to a Pre-school run or program route, works his/her morning and afternoon route, but, calls out for their Pre-school run more than ten (10) school days in a school year, the next senior Driver may be permanently assigned to the route.

4. Coverage for daily Pre-school and program routes will be filled based on the following process:

- o Coverage will be called out twice over the Radio and once through a text message, before 8:30 AM. If no one calls to cover the run or program, it will be covered via phone from a list, based on seniority.
- o Such assignments will be final.

G. Mandatory Meetings.

At the discretion of the Director of Transportation, Drivers may be required to attend in-service meetings. Compensation for attending in-service meetings shall be at the Driver's regular hourly rate.

Mandatory meetings will be scheduled annually, and Employees will be notified of the specific date of mandatory meetings and Bus Driver Assignment Process by the last day of the school year. The Bus Driver Assignment Process and mandatory meeting will be scheduled on the same date, with the mandatory meeting occurring at 9:00 AM on such date. The date will occur two weeks prior to the start of the school year.

ARTICLE X

A. Overtime work is defined as time over forty (40) hours per week. 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 rate.

1. All hours of work are to be reported on the weekly time sheet for the week that the member completed the work. Employees shall not carry any time over to a subsequent work week.
2. Should the need for coverage for trips and/or daily coverage necessitate overtime by drivers, said trip/daily coverage will be offered via two-way radio and/or telephone. Assignments will be made by seniority.

D. Snow Removal and Flood Evacuation

The Director of Transportation will seek volunteers to work bus snow removal and/or bus flood evacuation. The team will consist of a maximum of 15 employees.

1. Snow removal and flood evacuation will be at the rate of double time on Saturday and Sunday.
2. Snow removal and flood evacuation will be at the rate of time and one half in the event school is closed or the School Department moves to virtual learning due to snow or flooding.

ARTICLE XII

A. Sick Leave

2. Consistent attendance of drivers is essential to providing appropriate and quality transportation for students. Drivers are expected to be at work on a regular, continuing, and consistent basis. Drivers acknowledge that abuse or improper use of sick leave may constitute sufficient cause for substantial discipline, including, but not limited to termination of the employment relationship with the district. The district reserves the right to impose progressive discipline.
3. A medical certificate will be required when the absence of an employee, due to personal illness, exceeds three (3) workdays. The medical certificate will require the nature of the illness, the next scheduled evaluation and/or return date.
2. 4. 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.
3. 5. 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.

4. 6. 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.
5. 7. Union members who achieve perfect attendance during the school year shall be entitled to a stipend of ~~\$1,000.00, \$500.~~ Perfect attendance is defined as the use of no sick time, family illness time, or unpaid time. Union members who have three (3) or fewer excused absences, defined as use of paid sick time, family sick time or personal days, shall be entitled to a stipend of \$500.00.
6. 8. Union members, as set forth in Exhibit C, who have worked for the Transportation Department for ten (10) years for more, upon retiring from the Cranston Public Schools and being deemed eligible for retirement by Employees Retirement System of Rhode Island (ERSRI) shall receive compensation for sick days they have accumulated at a rate of \$20 per day for the total number of sick days accumulated. Union members, as set forth in Exhibit C, 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 and being eligible for retirement by Employees Retirement System of Rhode Island shall receive compensation for sick days they have accumulated at a rate of \$50 per day for the total number of days accumulated.

G. Personal Leave of Absence

- I. 7. If a driver is unable to complete a summer camp run, the run will be offered to the next senior driver from the seniority list.

J. Personal Days

1. Members shall receive two (2) personal days per year. The total number of drivers out on approved personal days will not exceed two (2) drivers on any given day. Personal leave shall not be used for or considered as vacation time. However, These days cannot be taken on the day before or after a holiday, weekends, or vacation. Members may accrue and carry-over two (2) unused personal day from one school year to the following school year, however, members shall have a maximum of four (4) personal days in any given school year.

Drivers shall provide a two-week advance written notice to request permission to use personal days.

The Superintendent or his/her designee shall have discretion to grant requests for personal leave that do not comply with the above requirements.

If a driver is absent from work on days which were denied, this may constitute good cause for substantial disciplinary action, including termination.

K. Abuse of Leaves of Absence

1. Any abuse of short- or long-term leave may constitute just cause for termination.
2. Unauthorized leave for three or more consecutive workdays will constitute just cause for termination.

L. Reporting Absences

1. Drivers shall report an absence by calling the callout line established in the Standard Operating Procedure between the hours of 5:00 AM and 5:30 AM.
2. On the day of the call out, employees must call the transportation department before 3:00 PM to update their work status for the next day. If an employee is unable to get through, they must call the "callout" lines as well. If an employee fails to comply with this, the transportation department will assume you are not reporting to work the following day and the employee's route will be covered. If the employee appears for work, that employee will be sent home, and Human Resources will have discretion to determine whether or not that employee is paid.
3. Drivers shall report an absence for afternoon routes no later than two hours before the scheduled start of the route.
4. Drivers shall report an absence for Pre-K routes or program routes no later than 8:00 AM. Any driver calling in after 8:00 AM will not be paid for the Pre-K routes or program routes.

ARTICLE XIV

C. Expungement Clause. If a disciplined employee has not engaged in any further misconduct or violated applicable employment policies, rules or regulations, and has otherwise satisfactorily performed the duties and responsibility of his/her position, then he/she shall be eligible to have documentation of conduct that did not result in suspension or termination from his/her employment records after the expiration of one year. An employee's request for expungement will not be considered by the employer unless it is submitted in writing to his/her department head and a copy of that notice is delivered to the human resources department.

ARTICLE XXI – Successors and Assigns

A. This agreement shall be binding upon the City of Cranston School Committee and the Union and its successors 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 the agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.

B. Notwithstanding any other provision of this Agreement, the School Committee may, at its sole discretion, solicit bids and/or enter into a contract with a private or successor entity for the provision of student transportation services at any time after October 30, 2025, pursuant to the terms and conditions of this Article.

C. Upon such award of a bid, this Agreement shall be assigned to the successful Private Contractor, and the parties expressly waive the application of R.I. Gen. Laws, including § 28-9.4-13 or any successor statute to preclude such privatization, to the maximum extent permitted by law.

1. If this agreement is assigned, any successor or private entity shall have no obligation to participate in or make contributions to the Municipal Employees Pension Plan for employees in this bargaining unit.

D. If the Employer's transportation operations are privatized, sold, assigned, contracted or otherwise transferred to a private entity, the Cranston Public Schools, as a requirement of privatization (and to be set out in any RFP), shall make provision for the private entity to accept this bargaining unit and its current employees as follows:

1. The private employer must recognize The Rhode Island Laborer's District Council Union, Local Union 1322 (hereinafter "RILDC"), as the certified collective bargaining representative of the employees of the Employer's transportation services and shall be required to adopt the terms of the collective bargaining agreement, between the Cranston School Committee and RILDC for the

remainder of the term of that Agreement, or until such time as the private employer negotiates a new CBA with RILDC, whichever comes first.
2. In the event of privatization, Cranston School Committee shall have no further obligation to bargain or contract with the Union regarding transportation personnel.

Appendix A – Pay Scale Chart

2024-2025

\$1.00

2025-2026

\$0.75

2026-2027

\$0.75

Longevity

10 years - \$600.00

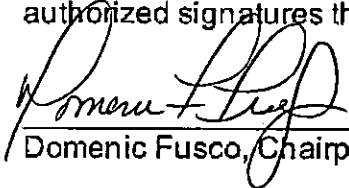
15 years - \$800.00


20 years - \$1,000.00

EFFECT ON OTHER AGREEMENT PROVISIONS. All other terms and conditions of the existing AGREEMENT not specifically modified in this FINAL TENTATIVE AGREEMENT shall remain in full force and effect. All agreed upon changes or modifications to the existing AGREEMENT are incorporated into this FINAL TENTATIVE AGREEMENT and there are no other understandings, representations or promises between the parties.

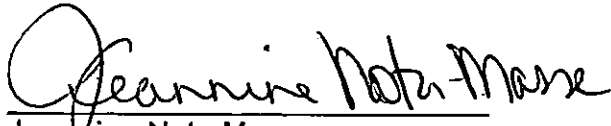
RATIFICATION. This FINAL TENTATIVE AGREEMENT has been negotiated in good faith by the bargaining negotiation representatives of both the SCHOOL COMMITTEE and UNION. The FINAL TENTATIVE AGREEMENT is subject to being ratified by the School Committee and by the members of the Union. The parties hereto agree to convene their respective constituencies as soon as practicable for the purpose of ratifying the FINAL TENTATIVE AGREEMENT. This agreement also is subject to ratification by the Cranston City Council.

IN WITNESS WHEREOF, the parties have hereunto affixed their respective duly authorized signatures this _ day of xxx, 2025.


Domenic Fusco, Chairperson

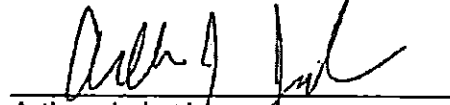

RHODE ISLAND LABORERS'

CRANSTON SCHOOL COMMITTEE



Jeannine Nota-Masse
SUPERINTENDENT OF SCHOOLS

DISTRICT COUNCIL on
Behalf of LOCAL UNION 1322



Arthur J. Jordan
BUSINESS MANAGER
LOCAL UNION 1322